

**AGENDA
REGULAR SESSION
HIGHLAND CITY COUNCIL
CITY HALL, 1115 BROADWAY
MONDAY, SEPTEMBER 19, 2022
7:00 PM**

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

CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE:

MINUTES:

MOTION – Approve Minutes of September 6, 2022 Regular Session (attached)

BID OPENING:

Sealed bids, hand-delivered, will be accepted by the City Clerk or her designee, up to and including 4:00 PM on Monday, September 19, 2022, for the sale of the real property located at 1808 Olive Street. The bids will be opened and read at the City Council meeting, which begins at 7:00 PM. The City Council may accept the high bid or any other bid determined to be in the best interest of the city by a vote of $\frac{3}{4}$ of the corporate authorities then holding office, but by a majority of those holding office, they may reject any and all bids.

PROCLAMATION:

- Mayor Hemann will read a document proclaiming the week of September 17 through 23, 2022 as Constitution Week.

RECOGNITION:

- Mayor Hemann will recognize Paramedics Anthony Perez, Troy Hemann and EMS Erika Huelsmann for the delivery of a baby on the evening of May 10th, 2022 while on duty with the Highland Ambulance Service.
- Mayor Hemann will recognize Paramedics Melissa Sellers and Matthew Sitton for the delivery of a baby in the early morning hours of July 1st, 2022 while on duty with the Highland Ambulance Service.

PUBLIC FORUM:

A. Citizens' Requests and Comments:

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

B. Requests of Council:

C. Staff Reports:

NEW BUSINESS:

A. **MOTION** – Approve Mayor's Appointment of Sarah A. Finley to the Historical Commission (attached)

Continued

- B. **MOTION** – Bill #22-144/ORDINANCE Amending the Code, Chapter 2 – Administration, Article III. – Officers and Employees, Sec. 2 – 62. – Elected Officers’ Salaries (attached)
- C. **MOTION** – Bill #22-145/RESOLUTION Authorizing and Directing Application to the 2022 Cycle 15 Illinois Transportation Enhancement Program (ITEP) for Assistance, for the Purpose of Constructing Pedestrian and Streetscape Improvements Along Broadway in our Downtown Central Business District from New Trenton Road (IL Route 160) Easterly to Laurel Street (attached)
- D. **MOTION** – Bill #22-146/ORDINANCE Declaring Personal Property Surplus and Authorizing its Sale and/or Disposal, Specifically One 2008 Flex Fitness Leg Extension Machine (attached)
- E. **MOTION** – Bill #22-147/RESOLUTION Authorizing the City to Waive Ordinary Bidding Processes and Enter a Contract with Zoll Data Systems, Inc., for Software Services (attached)
- F. **MOTION** – Bill #22-148/RESOLUTION Authorizing Waiving Customary Bidding Procedures for Purchase of a New Truck for Light & Power Department (attached)

REPORTS:

- A. **MOTION** – Accepting Expenditures Report #1227 for September 3, 2022 through September 16 ,2022 (attached)

EXECUTIVE SESSION:

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

ADJOURNMENT:



Anyone requiring accommodations, provided for in the Americans with Disabilities Act (ADA), to attend this public meeting, please contact Breann Vazquez, ADA Coordinator, by 9:00 AM on Monday, September 19, 2022.

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

Directions for Public Monitoring of Highland City Council Meetings:

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 a conference ID number.

Conference ID #: 867900

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

Note: This is for audio monitoring of the meeting, only. 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 3:00 PM on the day of the meeting, will be read into the record.

PROCLAMATION

WHEREAS: The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS: September 17, 2022, marks the two hundred and thirty-fifth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Mayor Hemann by virtue of the authority vested in me as Mayor of Highland do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREO , I have hereunto set my hand and caused the Seal of the City to be affixed this day of _____ of the year of our Lord two thousand _____.

Kevin B. Hemann, Mayor



City of Highland Highland Ambulance Service

J. Brian Wilson, Emergency Medical Services Chief

UNIT COMMENDATION

Issued to: Paramedic Anthony Perez, Paramedic Troy Hemann, EMT Erika Huelsmann

Date of Issue: September 19, 2022

On the evening of May 10, 2022, your unit was dispatched to St. Joseph's Hospital in Highland the transfer a patient in active labor to St. Joseph's Hospital in Breese.

During the transfer, close monitoring of the patient indicated that the birth of the baby and your arrival at the hospital were going to be in competition to see which would occur first.

Just as it appeared that your arrival at the hospital was going to carry the day, the baby decided to make her entrance into the world, as you backed the ambulance into the hospital bay.

Due to your training and experience, you and your partners were able to assist with the delivery in the back of the ambulance, before turning both patients over to the hospital staff.

Delivering babies is a part of our training and a skillset that we practice in this business. In Highland, however, it's a capability that we rarely have to use. Many EMS providers can go through an entire career and never deliver a baby. Any time that a rare situation like this arises in EMS, it becomes a challenge to the crew. You and your fellow crew members were able to successfully assist this mother in bringing her little girl into the world.

Congratulations, and thank you for maintaining your commitment to maintaining a high level of skills that enabled you to successfully deliver this child. The citizens that you serve appreciate your preparedness to handle their emergency, whatever it may be.

J. Brian Wilson, EMS Chief



City of Highland Highland Ambulance Service

J. Brian Wilson, Emergency Medical Services Chief

UNIT COMMENDATION

Issued to: Paramedic Melissa Sellers, Paramedic Matt Sitton

Date of Issue: September 19, 2022

In the early morning hours of July 1, 2022, your unit was dispatched to a residence in Highland to assist a patient in active labor.

During your careful patient assessment at the residence, you determined that birth was imminent, and that attempting to move the patient prior to birth could be problematic. Your decision was to prepare for delivery of the baby in the residence, offering a safe, stable and secure environment to work in.

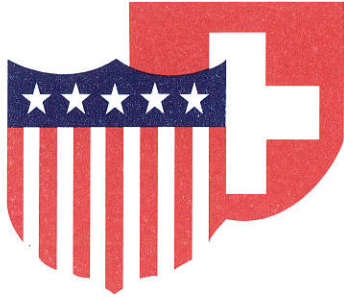
After several moments, you were able to assist with the delivery of a healthy baby girl. Once you ensured that mother and child were comfortable and doing well, you were able to transport both of these patients to the hospital for further care.

Your unit became the second Highland Ambulance Service unit in as many months to deliver a baby in Highland. What has historically been a very rare event here, seems to possibly be becoming a more regular part of our emergency medical services.

Delivering babies is a part of our training and a skillset that we practice in this business. In Highland, however, it's a capability that we rarely have to use. Many EMS providers can go through an entire career and never deliver a baby. Any time that a rare situation like this arises in EMS, it becomes a challenge to the crew. You and your fellow crew members were able to successfully assist this mother in bringing her little girl into the world.

Congratulations, and thank you for maintaining your commitment to maintaining a high level of skills that enabled you to successfully deliver this child. The citizens that you serve appreciate your preparedness to handle their emergency, whatever it may be.

J. Brian Wilson, EMS Chief



City of Highland

MEMO TO: City Council Members
FROM: Mayor Kevin B. Hemann
SUBJECT: Appointment to the Historical Commission
DATE: September 16, 2022

A vacancy exists on the Historical Commission. Sarah Finley has expressed interest in serving as a member of this commission.

Therefore, I am requesting your approval of the appointment of Sarah Finley to serve the remaining two years of the three year term, expiring in October of 2024 to the Historical Commission.

If you have any questions regarding my request, please contact me prior to the meeting.

APPLICATION FOR APPOINTMENT TO CITY OF HIGHLAND BOARDS AND COMMISSIONS



Please print or type.

Name Sarah A. Finley
First Middle Last

Home Address 807 9th Street Highland, IL 62249
Street City Zip

Date of birth: 10/30/78 Do you reside within the City limits? Yes No How long? 14

Home Telephone _____ Daytime Telephone 618-978-7537

Occupation Business Development Place of Employment BFW Engineering and Testing

E-Mail Address(es) sfinley@bfwengineers.com

Have you ever been convicted of a felony? Yes No

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

Historical Commission

What experience do you possess that you believe qualifies you to serve? _____

I have a BS in Anthropology with a minor concentration in Archaeology and have been a field archaeologist for 5 years now. My background is focused on the prehistory of the American Bottom and Illinois. I belong to the Madison County Historical Society, the Cahokia Mounds Society and the Missouri Archaeological Society.

Please list your interests/hobbies: _____

Prehistory and History of Highland, Madison County and surrounding areas

You may attach additional information to support this application.

References:	<u>Don Booth, MA</u>	<u>618-779-4281</u>
	<i>Name Address</i>	<i>Phone</i>
	<u>Michele Lorenzini, MA</u>	<u>314-723-2226</u>
	<i>Name Address</i>	<i>Phone</i>

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

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

Signature of Applicant  Date 8/17/2002

Return completed applications to:

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

Or you may fax to: (618.654.4768)

ORDINANCE NO: _____

**AN ORDINANCE AMENDING CITY CODE, CHAPTER 2 – ADMINISTRATION,
ARTICLE III. – OFFICERS AND EMPLOYEES,
SEC. 2 – 62. – ELECTED OFFICERS’ SALARIES**

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

WHEREAS, City has determined the salaries paid to City Elected Officers have not been increased since 1993; and

WHEREAS, City Code, Sec. 2 – 62. – Elected Officers’ Salaries, currently states:

Sec. 2-62. - Elected officers' salaries.

The compensation to be paid to city officials who are elected to the offices listed hereafter and whose terms of office begin in 1993 shall be as follows:

- (1) Mayor — \$333.33 per month while in office.
- (2) City treasurer — \$56.66 per month while in office.
- (3) City clerk — \$100.00 per month while in office.
- (4) Members of the city council — \$50.00 per city council meeting attended.

and

WHEREAS, City has determined it necessary to amend the City Code to reflect changes in the salaries paid to Elected Officers; and

WHEREAS, the City Council finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to amend the City Code to reflect the changes to the City Code, specifically Sec. 2 – 62. – Elected Officers’ Salaries, as stated herein.

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

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

Section 2. Chapter 2 – 62. – Elected Officers’ Salaries, shall now state:

Sec. 2-62. - Elected officers' salaries.

The compensation to be paid to city officials who are elected to the offices listed hereafter and whose terms of office begin in 2023 shall be as follows:

- (1) Mayor — \$833.33 / month (\$10,000.00 per year) while in office.
- (2) City treasurer — \$100.00 / month (\$1,200.00 per year) while in office.
- (3) City clerk — \$300.00 / month (\$3,600.00 per year) while in office.
- (4) Members of the city council — \$150.00 per city council meeting attended.

Compensation to be paid monthly.

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

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 _____, 2022, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

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

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AND DIRECTING APPLICATION TO THE 2022
CYCLE 15 ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM (ITEP)
FOR ASSISTANCE, FOR THE PURPOSE OF CONSTRUCTING PEDESTRIAN AND
STREETSCAPE IMPROVEMENTS ALONG BROADWAY
IN OUR DOWNTOWN CENTRAL BUSINESS DISTRICT
FROM NEW TRENTON ROAD (IL ROUTE 160) EASTERLY TO LAUREL STREET**

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 proposes to apply for assistance from the Illinois Transportation Enhancement Program (“ITEP”) for the purpose of providing pedestrian and streetscape improvements along Broadway in our downtown central business district from New Trenton Road (IL Route 160) easterly to Laurel Street; and

WHEREAS, the proposed improvement will enhance the downtown experience by installing new ADA compliant sidewalks and ramps, decorative pedestrian lighting, street trees, decorative crosswalks, and wayfinding signage; and

WHEREAS, the preservation and beautification of this corridor is critical to the long-term economic vitality of the City; and

WHEREAS, City has available the funds to finance the activity until reimbursed by the ITEP, and the financial capability to operate, maintain, and manage the completed project in a safe and attractive manner for public use; and

WHEREAS, City does hereby commit funds in the amount up to a minimum of 20% of the total project costs to cover its share of the preliminary engineering, design, and construction expenses under the terms and conditions of the State of Illinois and shall enter into and agree to the understandings and assurances contained in said application.

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare and economic welfare to provide pedestrian and streetscape improvements along Broadway in the downtown central business district from New Trenton Road (IL Route 160) easterly to Laurel Street; and

WHEREAS, City has determined City Manager should be authorized and directed to

execute any contracts or requisite documents required to apply to ITEP for funding to reimburse City for providing pedestrian and streetscape improvements along Broadway in our downtown central business district from New Trenton Road (IL Route 160) easterly to Laurel Street.

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

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

Section 2. City shall apply to the ITEP for financial assistance for the purposes providing pedestrian and streetscape improvements along Broadway in our downtown central business district from New Trenton Road (IL Route 160) easterly to Laurel Street, the proposed improvement will enhance the downtown experience by installing new ADA compliant sidewalks and ramps, decorative pedestrian lighting, street trees, decorative crosswalks, and wayfinding signage.

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

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the _____ day of _____, 2022, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

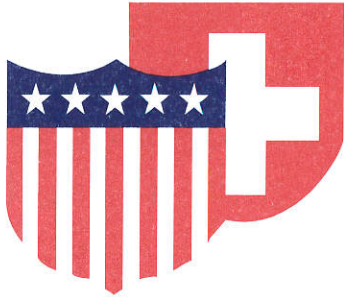
NOES:

APPROVED:

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

ATTEST:

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



City of Highland

MEMO TO: Christopher Conrad, City Manager

FROM: Joe Gillespie, Director of Public Works

DATE: September 14, 2022

SUBJECT: Broadway Streetscape Phase 2-New Trenton Road (IL Rte. 160) to Laurel Street
Recommendation for Approval of a Resolution Authorizing and Directing Application to
the Illinois Transportation Enhancement Program

RECOMMENDATION

I recommend that you request council approval of a resolution authorizing and directing the application to the Illinois Transportation Enhancement Program (ITEP). These are federal funds for the streetscape improvements along Broadway as attached.

DISCUSSION

The City applied for the state of Illinois Rebuild Downtowns and Main Streets Capital Grant last year but did not receive approval for funding. The ITEP funding source is another opportunity to seek supplemental funding to finish our Broadway Streetscape project from New Trenton Road (IL Route 160) to Laurel Street. We received approval of ITEP funding through the state of Illinois for phase 1 in 2018. The estimated total project cost for phase 2 is \$2.6 million. We are proposing a 20% match of \$515,000. The project continues the streetscape improvements as in phase 1 such as ADA-compliant sidewalks, curbing, street lighting, signage, driveways, and trees.

FISCAL IMPACT

The proposed supplemental funding is through the Non-Home Rule Sales Tax.

CONCURRENCE

Recommended by: _____


Joe Gillespie, Director of Public Works

ORDINANCE NO. _____

**AN ORDINANCE DECLARING PERSONAL PROPERTY OF THE CITY OF
HIGHLAND SURPLUS AND AUTHORIZING ITS SALE AND/OR DISPOSAL,
SPECIFICALLY ONE 2008 FLEX FITNESS LEG EXTENSION MACHINE**

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

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

WHEREAS, the City of Highland d/b/a Korte Recreation Center (“KRC”) currently owns a 2008 Flex Fitness Leg Extension Machine (“Flex Leg Machine”); and

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

WHEREAS, the Director of Parks and Recreation has informed the City Council the Flex Leg Machine will be sold for the highest value possible, or disposed of if it is deemed to have little or no value; and

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

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

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

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

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

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

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

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

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the __ day of _____, 2022, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

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



HIGHLAND

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

To: City Manager, Chris Conrad
From: Mark Rosen, Director of Parks & Recreation
Date: September 19, 2022
Subject: Surplus Property Disposal

Recommendation

I am seeking city council approval to dispose of the Flex Fitness leg extension machine in the Korte Recreation Center that is beyond a feasible repair.

Discussion

The leg extension machine currently does not have the ‘gas shock’ piece to hold the seat at a specific setting making it impractical for guests to use safely and properly. Due to the leg extension machine being 22 years old, it makes the part obsolete, difficult to find, and costly to purchase and install.



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY OF HIGHLAND TO WAIVE
ORDINARY BIDDING PROCESSES AND ENTER A CONTRACT WITH ZOLL DATA
SYSTEMS, INC., FOR SOFTWARE SERVICES**

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

WHEREAS, City has determined the City Public Safety Department is in need of new software to better manage the City day-to-day business operations; and

WHEREAS, City has determined Zoll Data Systems, Inc. (“Zoll”) has proposed a contract for software services (*See* Contract attached hereto as **Exhibit A**; hereinafter “Zoll Contract”); and

WHEREAS, City has determined it is in the best interests of City to waive normal bidding procedures and approve the Zoll Contract (**Exhibit A**); and

WHEREAS, City has determined approving the Zoll Contract (**Exhibit A**) is in the best interests of the health, safety, general welfare, and economic welfare of the City; and

WHEREAS, the City Council finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to enter the Zoll Contract (*see* **Exhibit A**).

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

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

Section 2. The Zoll Contract (**Exhibit A**) is approved.

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

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the __ day of _____, 2022, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois

Order

Order No.: Q-31299

THIS ORDER FORM (this "Order") is made as of the date on which both parties have signed below (the "Effective Date") by and between ZOLL Data Systems, Inc., a Delaware corporation with offices at 11802 Ridge Parkway, Suite 400, Broomfield, CO 80021, accountsreceivable@zoll.com ("ZOLL") and Highland Fire Dept. EMS (the "Customer").

Bill To: Highland Fire Dept. EMS PO Box 218 Highland, IL 62249 Email for Notices: cconrad@highlandil.gov	Ship To: Highland Fire Dept. EMS 1122 Broadway Highland, IL 62249
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Territory Manager: Chris Coleman

Offer Expires: 10/01/2022

ASP Services								
Item	Lic. Type	Description	Qty	List Price	Disc	Adj. Price	Annual Fees or One Time Charge	Monthly Fees
ZOBILL1	HL	ZOLL Billing	225	\$4.75	3%	\$4.61	\$12,440.28	\$1,036.69
ZEMSC	HL	ZOLL emsCharts (Per PCR)	230	\$1.08	4.99%	\$1.03	\$2,832.12	\$236.01
ZEMSC-CM	HL	ZOLL emsCharts - Core Modules (Per PCR)	230	\$1.35	5%	\$1.28	\$3,539.76	\$294.98
ZEMSC-SP	HL	ZOLL emsCharts - SyncPad Interface (Per PCR)	230	\$0.22		\$0.22	\$607.20	\$50.60

Comments:

*MONTHLY FEES: \$1,618.28
 *ANNUAL FEES: \$19,419.22
 ANNUAL FEES FOR INITIAL TERM: \$58,257.65

TOTAL FEES FOR INITIAL TERM: \$58,257.65

ASP Services Payment Terms: ZOLL will invoice Customer for the sum of any One-Time Fees and the Professional Services Fees listed above for the deployment of each of the ASP Services listed above upon completion of the Professional Services for which such Professional Services Fees are payable. ZOLL separately will invoice Customer for Expenses incurred by ZOLL in providing such Professional Services.

Additionally, ZOLL will invoice Customer upon the earlier of the Deployment Date or 60 days after on the Effective Date (the "Monthly Fees Commencement Date") and at the beginning of each calendar month during the Term for the amount of the Monthly Fees listed above for such ASP Services (i) prorated to account for any partial month, (ii) increased or decreased as set forth in the Adjustments to Fees section below and (iii) if such Monthly Fees are based on the quantity of Concurrent Users, increased by an amount equal to \$10 per month for any Registered User in excess of 200% of the Concurrent Users Cap.

Monthly Fees are payable in advance for each month of ASP Services ("Monthly Service Period"), except for the first Monthly Service Period. Accordingly, the first invoice for Monthly Fees shall be for the amount of the Monthly Fee for the first Monthly Service Period and the Monthly Fee for the second Monthly Service Period. Each subsequent invoice shall be for the amount of the Monthly Fee.

Term. Unless earlier terminated as set forth in the Agreement, (i) the initial term of this Order shall begin on the Effective Date and continue for 36 months after the Monthly Fees Commencement Date (the "Initial Term") and (ii) after the Initial Term, this Order automatically shall continue on a month-to-month basis until so terminated.

Early Termination Fee. Notwithstanding the Agreement, if this Order is terminated prior to the expiration of the Initial Term by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal the amount of (i) the Annual Fees for the Initial Term minus (ii) the sum of Monthly Fees paid by Customer to ZOLL prior to the date of termination for the ASP Services or Software set forth in this Order.

* **Adjustments to Fees:** Fees are subject to adjustment based on quantity as set forth in the attached Adjustment-to-Fees Addendum, including as a result of Registered Users being in excess of the Concurrent Users Cap for Fees based on Concurrent Users:

Existing Licenses: Upon the Deployment Effective Date, (i) Customer's existing licenses for RescueNet Billing to ZOLL Billing

RescueNet ePCR to emsCharts (the "Existing Licenses") shall terminate and (ii) if the Deployment Effective Date is before the end of a quarter, then Customer shall be entitled to a credit from ZOLL for the amount of prepaid Maintenance Fees attributable to the Existing Licenses for the period beginning on the Deployment Effective Date and ending on the last day of such quarter.

Order

Order No.: Q-31299

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS, AND APPLICABLE ADDENDA, AVAILABLE AT <https://www.zolldata.com/legal>, WHICH ARE INCORPORATED BY REFERENCE. BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES HAVING READ AND AGREES TO AND INTENDS TO BE BOUND BY THEM. HARD COPIES ARE AVAILABLE UPON REQUEST.

Each person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms of this Order. By signing below, the parties agree to the terms and conditions of this Order. Once signed, any reproduction of this Order made by reliable means (for example, photocopy or facsimile) is considered an original.

ZOLL Data Systems, Inc.

Authorized Signature:

Highland Fire Dept. EMS

Authorized Signature:

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

Adjustments-to-Fees Addendum

Order No.: Q-31299

* **Adjustments to Fees:** Fees in the Order Form to which this addendum is attached (the "Order"), and of which it is a part, are subject to adjustment based on quantity as specified below ("Qty"), including as a result of Registered Users being in excess of the Concurrent Users Cap for Fees based on Concurrent Users:

Product	Basis for Adjustment
ZOLL AR Boost	Qty of transactions (the "Transaction Volume"). Within thirty (30) days following the end of each month, ZOLL shall (i) conduct an audit of the Transaction Volume for each of the ASP Services listed above; (ii) multiply the Transaction Volume by the per-transaction price for each of the ASP Services listed above (the "Total Monthly Price"); and (iii) calculate the sum of the Total Monthly Prices for all of the ASP Services listed above (the "Total Monthly Price for All ASP Services"). If the Total Monthly Price for All ASP Services in any month is greater than the applicable Monthly Fees listed in the Order, then ZOLL shall invoice Customer for such excess per the overage charges listed in the Order. If the Total Monthly Price for All ASP Services for any month is equal to or less than the applicable Monthly Fee listed in the Order, then ZOLL shall not be obligated to refund Customer all or any part of the Monthly Fees for such month. In no event shall Customer pay less than the applicable Monthly Fees for any month.
RescueNet® Billing Pro	Qty of trips (the "Trip Volume") listed in the line item in the Order. ZOLL may conduct an audit of Trip Volume following the 12 th month after the Monthly Fees Commencement Date for Billing Pro and each anniversary of such date (a "Trip Audit"). Should actual Trip Volume, less any exclusions listed as a line item in the Order ("Exclusions"), which shall be increased or decreased prorata with actual Trip Volume (the "Actual Trip Volume"), for the preceding 12-month period (the "Trip Audit Period") exceed 110% of the quantity of trips, less any Exclusions listed in the Order without a prorata increase or decrease, that was the basis for Monthly Fees in the Trip Audit Period multiplied by 12 (the "Estimated Trip Volume"), then ZOLL will invoice Customer for such excess multiplied by the per-trip price listed in the Order (the "Per-Trip Price"). Should the Actual Trip Volume be less than the Estimated Trip Volume by more than 10% during the Trip Audit Period, then ZOLL will issue a credit in the amount of 10% of the Estimated Trip Volume multiplied by the Per-Trip Price. Future billings of the Monthly Fee will be adjusted based on the Actual Trip Volume as determined by the Trip Audit; provided, that the Monthly Fee shall not decrease by more than 10%.
ZOLL emsCharts ZOLL emsCharts – Critical Care	Qty of PCRs (the "PCR Volume") listed in the line item in the Order. ZOLL may conduct an audit of PCR Volume following the 12 th month after the Monthly Fees Commencement Date for ZOLL emsCharts and each anniversary of such date (a "PCR Audit"). Should actual PCR Volume (the "Actual PCR Volume") for the preceding 12-month period (the "PCR Audit Period") exceed 110% of the quantity of PCRs that was the basis for Monthly Fees in the PCR Audit Period multiplied by 12 (the "Estimated PCR Volume"), then ZOLL will invoice Customer for such excess multiplied by the per-PCR price listed in the Order (the "Per-PCR Price"). Should the Actual PCR Volume be less than the Estimated PCR Volume by more than 10% during the PCR Audit Period, then ZOLL will issue a credit in the amount of 10% of the Estimated PCR Volume multiplied by the Per-PCR Price. Future billings of the Monthly Fee will be adjusted based on the Actual PCR Volume as determined by the PCR Audit; provided, that the Monthly Fee shall not decrease by more than 10%.
ZOLL Fire Reports	Qty of Fire Reports (the "Fire Report Volume") listed in the line item in the Order. ZOLL may conduct an audit of Fire Report Volume following the 12 th month after the Monthly Fees Commencement Date for ZOLL Fire Reports and each anniversary of such date (a "Fire Report Audit"). Fire Report Volume (the "Actual Fire Report Volume") for the preceding 12-month period (the "Fire Report Audit Period") exceed 110% of the quantity of Fire Reports that was the basis for Monthly Fees in the Fire Report Audit Period multiplied by 12 (the "Estimated Fire Report Volume"), then ZOLL will invoice Customer for such excess multiplied by the per-Fire Report price listed in the Order (the "Per-Fire Report Price"). Should the Actual Fire Report Volume be less than the Estimated Fire Report Volume by more than 10% during the Fire Report Audit Period, then ZOLL will issue a credit in the amount of 10% of the Estimated Fire Report Volume multiplied by the Per-Fire Report Price. Future billings of the Monthly Fee will be adjusted based on the Actual Fire Report Volume as determined by the Fire Report Audit; provided, that the Monthly Fee shall not decrease by more than 10%.
EMS Mobile Health	Qty of the tier based on number of visits. Following six months from the Monthly Fees Commencement Date and every six months thereafter, ZOLL will conduct an audit of the number of monthly visits (the "Visit Volume"). Should the monthly Visit Volume for any six month period exceed 110% of the maximum monthly visits for the current tier, then commencing the first month after the completion of the audit, ZOLL will invoice Customer based on the new Visit Volume as determined by the audit and based on the following tiers: (i) \$750.00 for 1-150 visits per month; (ii) \$1,250.00 for 151-300 visits per month; (iii) \$2,000.00 for 301-600 visits per month; and (iv) as quoted by ZOLL more than 600 visits per month.
Packaged Services	Qty of trips (the "Trip Volume") listed in the line item in the Order. ZOLL may conduct an audit of Trip Volume following the 12 th month after the Monthly Fees Commencement Date for Packaged Services and each anniversary of such date (a "Trip Audit"). Should actual Trip Volume ("Actual Trip Volume") for the preceding 12-month period (the "Trip Audit Period") exceed 110% of the quantity of trips that was the basis for Monthly Fees in the Trip Audit Period multiplied by 12 (the "Estimated Trip Volume"), then ZOLL will invoice Customer for such excess multiplied by the per-trip price listed in the Packaged Services – Overage line item in the Order. Should the Actual Trip Volume be less than the Estimated Trip Volume by more than 10% during the Trip Audit Period, then ZOLL will issue a credit in the amount of 10% of the Estimated Trip Volume multiplied by the per-trip price listed in the Packaged Services – Overage line item in the Order. Future billings of the Monthly Fee will be adjusted based on the Actual Trip Volume as determined by the Trip Audit; provided, that the Monthly Fee shall not decrease by more than 10%.
Packaged Services Premium	Qty of trips (the "Trip Volume") listed in the line item in the Order. ZOLL may conduct an audit of Trip Volume following the 12 th month after the Monthly Fees Commencement Date for Packaged Services Premium and each anniversary of such date (a "Trip Audit"). Should actual Trip Volume ("Actual Trip Volume") for the preceding 12-month period (the "Trip Audit Period") exceed 110% of the quantity of trips that was the basis for Monthly Fees in the Trip Audit Period multiplied by 12 (the "Estimated Trip Volume"), then ZOLL will invoice Customer for such excess multiplied by the per-trip price listed in the Packaged Services Premium – Overage line item in the Order. Should the Actual Trip Volume be less than the Estimated Trip Volume by more than 10% during the Trip Audit Period, then ZOLL will issue a credit in the amount of 10% of the Estimated Trip Volume multiplied by the per-trip price listed in the Packaged Services Premium – Overage line item in the Order. Future billings of the Monthly Fee will be adjusted based on the Actual Trip Volume as determined by the Trip Audit; provided, that the Monthly Fee shall not decrease by more than 10%.
RescueNet® Billing	Qty of Concurrent Users.
RescueNet Dispatch	Qty of Concurrent Users.
RescueNet Eligibility	Qty of trips.
RescueNet FireRMS	Qty of stations.
RescueNet Navigator	Qty of Customer vehicles.
RescueNet @Work	Qty of Customer vehicles estimated in Order, or Qty of trips if specified in the line item in the Order.
RescueNet® ePCR	Qty of PCRs (the "PCR Volume") listed in the line item in the Order. ZOLL may conduct an audit of PCR Volume following the 12 th month after the Monthly Fees Commencement Date for RescueNet ePCR and each anniversary of such date (a "PCR Audit"). Should actual PCR Volume (the "Actual PCR Volume") for the preceding 12-month period (the "PCR Audit Period") exceed 110% of the quantity of PCRs that was the basis for Monthly Fees in the PCR Audit Period multiplied by 12 (the "Estimated PCR Volume"), then

Adjustments-to-Fees Addendum

Order No.: Q-31299

Product	Basis for Adjustment
	ZOLL will invoice Customer for such excess multiplied by the per-PCR price listed in the Order (the "Per-PCR Price"). Should the Actual PCR Volume be less than the Estimated PCR Volume by more than 10% during the PCR Audit Period, then ZOLL will issue a credit in the amount of 10% of the Estimated PCR Volume multiplied by the Per-PCR Price. Future billings of the Monthly Fee will be adjusted based on the Actual PCR Volume as determined by the PCR Audit; provided, that the Monthly Fee shall not decrease by more than 10%.
Mobile Care Connect	Qty of trips (the "Trip Volume") listed in the line item above. ZOLL may conduct an audit of Trip Volume following the 12 th month after the Monthly Fees Commencement Date and each anniversary of such date (a "Trip Audit"). Should actual Trip Volume (the "Actual Trip Volume") for the preceding 12-month period (the "Trip Audit Period") exceed 110% of the quantity of trips that was the basis for Monthly Fees in the Trip Audit Period multiplied by 12 (the "Estimated Trip Volume"), then ZOLL will invoice Customer for such excess multiplied by the per-trip price listed above, subject to increase in accordance with the Agreement (the "Per-Trip Price"); provided, that should Actual Trip Volume during any calendar month during the Trip Audit Period be (i) less than 300 trips, then the Monthly Fee attributable to such month will be the Per-Trip Price multiplied by 300 or (ii) more than 1,800 trips, then Monthly Fee attributable to such month will be the Per-Trip Price multiplied by 1,800 (the "Adjusted Trip Volume"). Future billings of the Monthly Fee will be adjusted based on the Adjusted Trip Volume.
ZOLL Billing	Qty of claims (the "Claim Volume") listed in the line item in the Order. ZOLL may conduct an audit of Claim Volume following the 12 th month after the Monthly Fees Commencement Date for ZOLL Billing and each anniversary of such date (a "Claim Audit"). Should actual Claim Volume (the "Actual Claim Volume") for the preceding 12-month period (the "Claim Audit Period") exceed 110% of the quantity of claims that was the basis for Monthly Fees in the Claim Audit Period multiplied by 12 (the "Estimated Claim Volume"), then ZOLL will invoice Customer for such excess multiplied by the applicable per-claim price, determined as if such excess were the final claims in Actual Claim Volume, less any discounts specified in the Order. Future billings of the Monthly Fee will be adjusted based on the Actual Claim Volume as determined by the Claim Audit; provided, that the Monthly Fee shall not decrease by more than 10%.
ZOLL Respond	Qty of trips (the "Trip Volume") listed in the line item in the Order. ZOLL may conduct an audit of Trip Volume following the 12 th month after the Monthly Fees Commencement Date for ZOLL Respond and each anniversary of such date (a "Trip Audit"). Should actual Trip Volume (the "Actual Trip Volume") for the preceding 12-month period (the "Trip Audit Period") exceed 110% of the quantity of trips that was the basis for Monthly Fees in the Trip Audit Period multiplied by 12 (the "Estimated Trip Volume"), then ZOLL will invoice Customer for such excess multiplied by the applicable per-trip price, determined as if such excess were the final trips in Actual Trip Volume, less any discounts specified in the Order. Future billings of the Monthly Fee will be adjusted based on the Actual Trip Volume as determined by the Trip Audit; provided, that the Monthly Fee shall not decrease by more than 10%. Actual Trip Volume includes only trips that have entered transporting status.
ZOLL Care Exchange	Qty of transports (the "Transport Volume") listed in the line above. ZOLL may conduct an audit of Transport Volume following the 12 th month after the Monthly Fees Commencement Date for ZOLL Care Exchange and each anniversary of such date (a "Transport Audit"). Should actual Transport Volume (the "Actual Transport Volume") for the preceding 12-month period (the "Transport Audit Period") exceed 110% of the quantity of transports that was the basis for Monthly Fees in the Transport Audit Period (the "Estimated Transport Volume"), then ZOLL will invoice Customer for such excess in accordance with the tiers set forth below (the "Tiers") based on the Actual Transport Volume, determined as if such excess were the final claims in Actual Transport Volume, less any discounts specified in the Order. Future billings of the Monthly Fee will be adjusted based on the Actual Transport Volume as determined by the Transport Audit; provided, that the Monthly Fee shall not decrease by more than 10%.

Tiers for ZOLL Care Exchange. The following Tiers apply to ZOLL Care Exchange based on the Qty of transports per year:

Qty	Annual Fee	Qty	Annual Fee	Qty	Annual Fee	Qty	Annual Fee	Qty	Annual Fee
Up to 9,999	\$17,500.00	20,000-29,999	\$31,500.00	40,000-49,999	\$45,500.00	60,000-69,999	\$59,500.00	80,000-89,999	\$73,500.00
10,000-19,999	\$24,500.00	30,000-39,999	\$38,500.00	50,000-59,999	\$52,500.00	70,000-79,999	\$66,500.00	90,000-99,999	\$80,500.00

BUSINESS ASSOCIATE ADDENDUM

Request A Demo

THIS BUSINESS ASSOCIATE ADDENDUM is subject to and made a part of the Agreement. Capitalized terms used but not defined in this Addendum have the meanings assigned to them in the Definitions Addendum at <https://www.zolldata.com/legal> or, if not defined therein, as defined in the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated thereunder, as amended from time to time (such statute and regulations collectively referred to as "HIPAA"). "Covered Entity" as used herein means Customer. "Business Associate" as used herein means ZOLL. The purpose of this Addendum is to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information of Covered Entity ("PHI") and business associates under HIPAA

STATEMENT OF AGREEMENT

1. Applicability. This Addendum applies if and to the extent that Business Associate creates, receives, maintains or transmits, directly or indirectly, any PHI in the course of providing Products or Services to Covered Entity.

2. Compliance and Agents. Business Associate agrees that, to the extent it has access to PHI, Business Associate will fully comply with the requirements of this Addendum with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth in this Addendum.

Request A Demo

each applicable requirement of 45 CFR Section 164.504(e). Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this Addendum, (b) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, or (c) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required by law, or (b) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

4. Safeguards. Business Associate agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, as required in 45 C.F.R. §§164.308 - 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this Addendum.

5. Minimum Necessary. Business Associate will limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

6. Report of Improper Use or Disclosure. Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Addendum and any security incident of which it becomes aware. Business Associate will, following the discovery of a breach of "unsecured protected health information, as defined in 45 C.F.R. § 164.402, notify Covered Entity of such breach within 15 days. The

practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Addendum.

7. Individual Access. In accordance with an individual's right to access to his or her own PHI in a designated record set under 45 CFR § 164.524 and the individual's right to copy or amend such records under 45 CFR § 164.524 and § 164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual's representative.

8. Amendment of and Access to PHI. Business Associate shall make available for amendment PHI in a designated record set and shall incorporate any amendments to PHI in a designated record set in accordance with 45 CFR § 164.526 and in accordance with any process mutually agreed to by the parties.

Accounting. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual's request for an accounting of disclosures of their PHI in accordance with 45 CFR § 164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR § 164.528.

10. DSHS Access to Books, Records, and Other Information. Business Associate shall make available to the U.S. Department of Health and Human Services ("DHHS"), its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity's compliance with HIPAA.

11. Individual Authorizations; Restrictions. Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an

12. HITTECH Act Compliance. Covered Entity and Business Associate agree to comply with the amendments to HIPAA included in the Health Information Technology for Economic and Clinical Health Act (the "HITTECH Act"), including all privacy and security regulations issued under the HITTECH Act that apply to Business Associate.

13. Term. This Addendum shall take effect on the effective date of the Agreement, and shall continue in effect unless and until either party terminates this Addendum or the Agreement.

14. Breach; Termination; Mitigation. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Addendum, Covered Entity and Business Associate shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this Addendum. Business Associate shall take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

15. Return of PHI. Business Associate agrees that upon termination of this Addendum, and if feasible, Business Associate shall (a) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate has continued to maintain in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Addendum to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

16. De-identified Health Information. Business Associate may de-identify any and all PHI and may create a "Limited Data Set" in accordance with 45 C.F.R. § 164.514(b) & (e). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified information for any lawful purpose. Use or disclosure of a Limited

survive the execution, delivery, and performance of this Addendum.

18. Further Assurances; Conflicts. Each party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this Addendum. The terms and conditions of this Addendum will override and control any expressly conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement shall remain in full force and effect. Any ambiguity in this Addendum with respect to the Agreement shall be resolved in a manner that will permit Covered Entity to comply with HIPAA. For the avoidance of doubt, a limitation on liability in the Agreement does not conflict with this Addendum.

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9. Applicable Law. The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this Addendum and may affect the parties' obligations under this Addendum. The parties agree to take such action as is necessary to amend this Addendum from time in order as is necessary for Covered Entity to comply with HIPAA.

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- Cost of training?
- cost of Life net?
 - ↳ How to use?
- Maintenance fees of old product?
- Breach Language

Professional Services Addendum

THIS PROFESSIONAL SERVICES ADDENDUM is subject to and made a part of the Agreement. Capitalized terms used and not defined in this Addendum have the meanings assigned to them in the Definitions Addendum at <https://www.zolldata.com/legal>

1. Applicability and Fees. This Addendum applies to any Professional Services provided by ZOLL regardless of whether specifically listed in an Order that has not expired or been terminated in accordance with the Agreement. Fees for Professional Services are set forth in the Order for such Professional Services (the "Professional Services Fees").

2. Professional Services.

2.1. ZOLL Obligations. ZOLL shall provide those installation, project management, training and other professional services (i) described in, and in accordance with, any Order or (ii) not described in an Order or SOW but provided at no additional cost in connection with a Product listed in any Order or SOW (the "Professional Services). In Section 1 of the Terms and Conditions, identified Professional Services has the foregoing meaning. Professional Services may include Managed Services. "Managed Services" are the routine and ongoing administration of the ASP Services, such as adding, modifying or deactivating values configured during initial implementation; mapping and extract configuration; extract transmissions to a designated location; and minor customizations to configurations in the aggregate not requiring more than four hours per month or other maximum of which ZOLL notifies Customer at least 60 days advance. Managed Services do not apply to Third Party Products or Services.

the Customer's premises, systems, telephone, terminals and facsimile machines and all relevant information, documentation and staff reasonably required by ZOLL to enable ZOLL to perform the Professional Services. If Customer has elected to receive Managed Services, then Customer shall designate in writing two to three of its representatives who have the authority to request and negotiate changes to the scope and other terms of the Managed Services ("Customer Representatives"). Customer shall be responsible and liable for changes to the Managed Services requested by any Customer Representative. At Customer's request, ZOLL may grant administrative rights, including database access rights, to Customer's representatives, subject to the terms and conditions of this Agreement, when Customer has elected to receive, and is receiving, Managed Services or otherwise.

2.2.2. Maintenance of Access. Customer is responsible for maintaining the conditions of access specified above and in any SOW. ZOLL may suspend its obligations during such period that such conditions of access are not maintained and Customer agrees to reimburse ZOLL for any reasonable costs incurred as a result of such suspension at its then current time and materials rates.

2.2.3. Timeliness, Cooperation and Specifications. Customer agrees to perform its obligations hereunder (including the SOW) in a timely manner and shall co-operate and provide ZOLL with requested information to enable ZOLL to perform the Professional Services. To the extent that ZOLL is performing work in accordance with specifications provided by Customer, Customer shall be solely responsible for compliance with all laws and regulations.

3. Extension of Time.

3.1. Delay. Customer acknowledges that time frames and dates for completion of the Professional Services as set out in the SOW are estimates only and the ability to meet them is influenced by a range of factors including: (a) the developing nature of the scope of work; (b) the performance of third party contractors involved in the process; (c) the contribution of resources by the Customer; and (d) times of response by and level of co-operation of Customer. Obligations as to time are therefore on a "reasonable efforts" basis only and ZOLL shall not be liable for failure to meet time frames or completion dates unless solely due to negligence of ZOLL. and its

effective date of such Order, or postpones or cancels a scheduled installation with less than 30 days notice to ZOLL or Customer requests a change in the timing or duration of the Professional Services with less than 30 days' notice to ZOLL, then ZOLL may charge, and Customer shall pay, an additional installation fee plus any additional costs incurred as a result (including, without limitation, a \$200 travel change fee to cover increased travel costs as a result of the rescheduling).

3.2. Changes. Customer understands that ZOLL's performance is dependent in part on Customer's actions. Accordingly, any dates or time periods relevant to performance by ZOLL hereunder will be appropriately and equitably extended to account for any delays resulting from changes due to Customer's acts or omissions. If either party proposes in writing a change to the scope, timing, or duration of the Professional Services, the other party will reasonably and in good faith consider and discuss with the proposing party the proposed change and a revised estimate of the costs for such change. If Customer elects to have ZOLL develop custom software, Customer agrees that the functionality provided by the custom software is not essential to Customer's use of the Software. If Customer does not use all of the Professional Services purchased, the paid Professional Services Fees directly attributable to such unused Professional Services will be credited. Nothing in this Section 3.2 shall be deemed to increase the limitation on liability set forth in the Agreement.

3.3. Notification. Where in ZOLL's reasonable opinion there is likely to be a delay in the provision of Professional Services under any SOW because of a cause beyond the reasonable control of ZOLL (including default or delay of Customer in performing its obligations), ZOLL will: (a) notify Customer of the circumstances of the delay; (b) give information about the likely effect of the delay and develop, at the Customer's expense, a strategy to manage the consequences of the delay; (c) request a reasonable extension of time; and (d) submit to Customer a statement of the variations to the SOW resulting from the delay.

4. Warranty. Subject to Customer's payment of the Fees, ZOLL warrants that any Professional Services provided to Customer will be performed with due care in a professional and workmanlike manner. ZOLL shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of the warranty set forth in this Section 4, perform again the Professional

notifying ZOLL in writing of such breach within 30 days following performance of the defective Professional Services, specifying the breach in reasonable detail. The warranty set forth in this Section 4 is qualified in its entirety by, and subject to, Section 3 of the Terms and Conditions.

5. Ownership and License. ZOLL shall retain all right, title and interest in and to the ZOLL Property. Provided that Customer is not in breach of any material term of the Agreement or any SOW, ZOLL grants Customer a non-exclusive, non-transferable license, without rights to sublicense, to use the ZOLL Property that is incorporated into deliverables delivered pursuant to an or Order (each, a "Deliverable"), solely for Customer's own internal business purposes in connection with the use of the Deliverable and the Software

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Solutions for EMS

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ZOLL emsCharts

ZOLL Care Exchange

ZOLL Billing

AR Consulting

RescueNet Solution Suite

Solutions for Fire

ZOLL Fire Reports

ZOLL emsCharts

Solutions for Hospital

ZOLL AR Boost

ZOLL Care Exchange

Solutions for AR Optimization

ZOLL AR Boost

MBI Discovery

Strategic Programs for Partners

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SOFTWARE LICENSE ADDENDUM

THIS SOFTWARE LICENSE ADDENDUM is subject to and made a part of the Agreement. Capitalized terms used and not defined in this Addendum have the meanings assigned to them in the Definitions Addendum at <https://www.zolldata.com/legal>

1. **Applicability and Fees.** This Addendum applies to any Software listed in an Order that has not expired or been terminated in accordance with the Agreement. Fees for any Software are set forth in the Order for such Software (the "Software Fees"). Except as expressly provided in the Agreement, Software Fees are not refundable.

2. **Delivery.** ZOLL shall deliver the Software to the address for the delivery specified in the Order for such Software. All shipments will be F.O.B. point of shipment. Risk of loss passes to Customer upon shipment.

3. **Software.** Subject to the terms and conditions of the Agreement, ZOLL grants to Customer a perpetual, non-exclusive, non-transferable license to: (a) install and use any computer software program listed in any Order and any modified, updated or enhanced version of such program that ZOLL may provide to Customer pursuant to the Professional Services or Maintenance Services (the "Software") in Executable Code in the quantity and accordance with the License Type specified in such Order for Customer's internal business purposes; (b) make one copy of the Software solely for backup or archival purposes; (c) copy and reproduce the user's manuals provided to Customer along with the Software (the "Documentation") provided to Customer solely for the purposes of facilitating Customer's use of the Software; and (d) install a duplicate system solely for training new staff members, testing configuration changes and software updates.

4. Restrictions. Except as expressly permitted by the Agreement, Customer shall not, and shall not permit any third party, to: (a) use, reproduce, modify, adapt, alter, translate or create derivative works from the Software or the Documentation; (b) merge the Software with other software; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer the Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the Source Code for the Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the Software; or (f) otherwise use or copy the Software or Documentation in any manner not permitted by the Agreement. Customer agrees to install and use the Software only in strict compliance with the applicable License Type and all of the other terms of this Agreement. Without limiting the generality of the foregoing, Customer covenants to comply with all limitations imposed by the applicable License Type with respect to the number of servers, personal computers and portable devices on which Customer may install the Software hereunder and the number of Customer users that may use the Software hereunder.

5. Warranty. Subject to Customer's payment of the Fees, ZOLL warrants for the 90-day period commencing on the Deployment Effective Date of any Software that such Software, when installed by ZOLL and used as permitted and in accordance with the instructions in the Documentation, will operate substantially as described in the Documentation (the "Software Warranty Period"); provided, that no Software Warranty Period shall apply to any type of Software previously licensed by Customer or any module for such type of Software. ZOLL does not warrant that the Customer's use of the Software will be error free or uninterrupted. ZOLL will, at its own expense and as its sole obligation and Customer's exclusive remedy for any breach of this warranty, use commercially reasonable efforts to correct any reproducible error in the Software reported to ZOLL by Customer in writing during the Software Warranty Period. Any such error correction provided to Customer will not extend the original Software Warranty Period. The warranty set forth in this Section 5 is qualified in its entirety by, and subject to, Section 3 of the Terms and Conditions.

6. License Types. Customer shall install and use Software in accordance with the type of license

of the License Manager or any other technological measure that controls access to the Software.

License Type	Description
Concurrent User License ("CUL")	Customer has the right to install the Software on an unlimited number of servers for use concurrently by a number of Customer users up to the number of user licenses Customer has purchased. The license is not limited to any specifically identified Customer users but is limited by the total number of Customer users who may access the Software at any one time.
Device License ("DL")	Customer has the right to install the Software on a specific number of compatible personal computers or other portable devices up to the number of licenses Customer has purchased. The Software may be accessed and used by an unlimited number of Customer users, so long as the Software is accessed from any of the personal computers or other portable devices for which Customer has purchased the license.
Node License ("NL")	Customer has the right to install the Software on an unlimited number of compatible personal computers or devices (each, a "Node"), but the number of Nodes that can actively use the Software at any one time is limited by the total number of licenses purchased by the Customer. Once a license is made active on a Node, it will remain active on that Node until either the Node times out, because no contact has been made between the Node and the server for a specified period of time, or the local system administrator reassigns the license. When a license is reassigned from a Node, that Node may not have another license assigned to it for a defined period of time. The Software may be accessed and used by an unlimited number of Customer users so long as the number of Nodes actively using the Software at any one time does not exceed the total licenses.
Population License ("PPL")	Customer has the right to install the Software on an unlimited number of compatible personal computers or servers for use concurrently by an unlimited number of Customer users to manage a number of resources (i.e. crew members scheduled, vehicles tracked, etc.) which number of resources is limited by the number of licenses Customer has purchased. The license is not limited to any specifically identified resources or users but is limited by the total number of resource licenses that Customer has licensed as described above.
Principal License ("PL")	Principal License grants Customer the right to install the Software on a Customer network drive or Customer-owned compatible personal computer that may be accessed and used by an unlimited number of employees, directors, principals, partners, consultants and agents of Customer (collectively, "Employees"). Employees may not distribute the Software to persons or entities who are not Employees.
Site License ("SL")	Site License grants Customer the right to access the Software from an unlimited number of compatible personal computers at a specific location with a unique street address (the "Site"). The Software may be accessed and used by an unlimited number of users only at the Site.
Subscription License ("SUB")	Subscription License grants Customer the right to install the Software on an unlimited number of compatible personal computers, devices, or servers for use by any number of Customer users to perform Dispatch, Billing, Scheduling, or to facilitate the entry of patient or fire records, as specified on an Order. The license is not limited to any specifically identified Customer users.
Third Party License ("TPL")	Third Party License is defined by a third party software provider and may be more particularly described in a corresponding named exhibit in this agreement or subject to the End User License Agreement provided by the third party software provider with the distribution of the software package shipped by ZOLL to Customer.

7. NEMSIS Extracts. If the Standard NEMSIS Extract is included as a line item on any Order, Customer acknowledges that it is being provided with the Standard NEMSIS Data Extract for the purposes of data reporting to Customer's specific state or states. While NEMSIS has established a standard set of reportable data elements, certain states may elect to collect data that is outside the scope of the documented NEMSIS Data Dictionary. For each state that defines such requirements outside this data dictionary, it is ZOLL's goal to develop a state-specific plug-in to the Standard NEMSIS Data Extract in order to meet these requirements. Should Customer require such a plug-in to the NEMSIS Extract in order to meet these state requirements, Customer must purchase a state-specific NEMSIS Plug-In from ZOLL when available.

8. ICC Codes. If ICC Codes are included as a line item on any Order, the Software provided to Customer under this Agreement contains information which is proprietary to and copyrighted by or licensed to International Code Council, Inc. (the "ICC Codes"). The portions of information

protected trademarks and service marks of ICC. All other trademarks and services marks of the International Code Council, Inc. Without advance written permission from the International Code Council, Inc., no part of the International Code Council, Inc.'s copyrighted or licensed material may be reproduced, distributed or transmitted in any form of by any means, including, without limitation, electronic, optical or mechanical means (by way of example and not limitation, photocopying, printing, or recording by or in an information storage retrieval system). For information on permission to copy the International Code Council, Inc. materials, please contact: Publications, 4051 West Flossmoor Road, Country Club Hills, IL 60478. Phone 1-888-ICC-SAFE (422-7233).

9. Insight Analytics. Provided the Customer is current on payments of Maintenance Fees for the Software, Customer may subscribe, at no additional charge, to ZOLL Online by agreeing to the terms of the Application Service Provider Agreement available on www.zollonline.com, pursuant to which Customer shall receive access, at no additional charge, to ZOLL's Insight Analytics product, subject to the terms of such agreement. However, ZOLL's provision of www.zollonline.com and Insight Analytics is not a material term of the Agreement and ZOLL shall not be deemed to be in breach hereof if www.zollonline.com or Insight Analytics is modified or discontinued.

10. End of Life. Notwithstanding anything to the contrary in the Agreement, ZOLL may cease providing any Software and support therefor upon at least six months advance notice to Customer.

Check out the latest insights for data-driven EMS.

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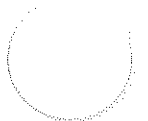
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ZOLL Care Exchange

Solutions for AR Optimization

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MBI Discovery

Strategic Programs for Partners

Resources

Resource Library

ZOLL Pulse Blog

Support

Contact

Customer Community

SDK Partner Program

Update Your Email Preferences

Our Company

Mission and Values

Careers

Leadership

Other ZOLL Divisions

Partners

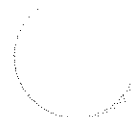


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[Terms and Conditions for Orders](#)



TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS are subject to and made a part of the Agreement. Capitalized terms used and not defined in this these Terms and Conditions have the meanings assigned to them in the Definitions Addendum at <https://www.zolldata.com/legal>

1. Orders. ZOLL shall provide, and Customer shall obtain, the ASP Services, Software, Road Safety Products and Road Safety Parts (the "Products") and Professional Services and Maintenance Services (the "Services") identified in any Initial Order included in a Master Products and Services Agreement or incorporating these Terms and Conditions (the "Initial Order") and any Order Form for Products or Services ("Order Form") or statement of work for Professional Services ("SOW") mutually agreed, executed and made a part of this Agreement or identified in a purchase order or other agreement for the purchase of defibrillators from ZOLL Medical Corporation (a "Defibrillator Purchase Agreement").

2. Payment. Customer shall pay ZOLL for Products and Services as provided in the Initial Order and any Order Forms, SOWs or Defibrillator Purchase Agreements (collectively, "Orders") and this Agreement. All payments must be in U.S. dollars, unless otherwise agreed by the parties. Unless otherwise expressly provided in an applicable Order, Customer will pay ZOLL all amounts due under this Agreement within 30 days after the date of the invoice. Amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum allowed by law, whichever is less. Customer shall pay all expenses (including reasonable attorney's fees) incurred by ZOLL in connection with collection of late payments. Any amounts not paid by Customer when due may result in the forfeiture by Customer, in ZOLL's sole and absolute discretion, of any

at a unique URL to be provided by ZOLL to Customer (the "ZOLL Site") or by email in accordance with ZOLL's procedures for such purpose ("Registered Users") access to the ASP Services, and to cease providing any or all of the Products and Services, in the event that any invoice is not paid in a timely manner. Customer acknowledges that ZOLL will not be responsible for any damage or liability caused by such cessation. Payment terms are subject to ZOLL's credit approval. ASP Services Fees, Software Fees, Road Safety Fees, Maintenance Fees and Professional Services Fees (collectively, the "Fees") exclude, and Customer will make all payments of the Fees to ZOLL free and clear of, all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges ("Taxes"). When applicable, ZOLL may include any Taxes that it is required to collect as a separate line item on an invoice. If Customer is Tax exempt or pays state Taxes directly, then prior to invoicing, Customer must provide ZOLL with a copy of a current tax exemption certificate issued by Customer's state taxing authority for the given jurisdiction. Unless otherwise provided in the applicable Order, Customer will reimburse ZOLL for all reasonable out-of-pocket expenses (including travel and accommodation expenses) incurred by ZOLL ("Expenses") in providing the Professional Services or, if Customer requests that Maintenance Services be performed at Customer's site, in providing such Maintenance Services. Fees are exclusive of, and Customer will pay, all shipping and other transportation charges, insurance and installation charges. For the purpose of payment, "Deployment Date" means the date upon which the deployment of a Product is complete and it is able to function as described in the warranty for such Product in this Agreement, regardless of whether Customer actually uses such Product. "Deployment Effective Date" means the earlier of (a) the Deployment Date of a Product or (b) 90 days from the Effective Date (the "Latest Deployment Date") of the Order for such Product, unless a delay in the Deployment Date has been caused by ZOLL, in which case the Deployment Effective Date shall be postponed by a number of days equal to the delay that ZOLL has caused; or (c) if Customer does not use Professional Services to deploy a Product, the Effective Date; provided, that the Latest Deployment Date for the Eligibility module and Road Safety Products shall be 180 days from the Effective Date. Usage-based Fees are payable in arrears, and flat Fees are payable in advance. ZOLL may increase Fees annually.

3. Warranties. The warranties for the Products and Services are solely and expressly as set forth in the ASP Services Addendum, Software License Addendum, Road Safety Addendum, Maintenance Services Addendum and Professional Services Addendum (collectively, the "Addenda"). EXCEPT AS

WARRANTY, WHETHER OR NOT, (B) ZOLL DOES NOT PROMISE THAT THE PRODUCTS OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR THAT THEY ARE SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER, REGISTERED USERS OR ANY THIRD PARTY; AND (C) ZOLL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE IN TRADE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT, INCLUDING THE ADDENDA, AND THAT NO WARRANTIES ARE MADE BY ANY OF ZOLL'S LICENSORS OR SUPPLIERS WITH RESPECT TO THIRD PARTY PRODUCTS OR SERVICES. Products and Services may be new or used. Customer acknowledges and agrees that, in entering into the this Agreement, it has not relied upon the future availability of any new or enhanced feature or functionality, or any new or enhanced product or service, including, without limitation, updates or upgrades to ZOLL's existing product and services. ZOLL's performance obligations hereunder are limited to those expressly enumerated herein, and payment for ZOLL's performance obligations shall be due as described herein.

4. Confidentiality.

4.1. Protection. Neither party will use any trade secrets, business or financial information, computer software, machine or operator instructions, business methods, procedures, know how, technical, marketing, financial, employee, planning or other information that relates to the business or technology of the other party and is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information") for any purpose not expressly permitted by this Agreement, and will further disclose the Confidential Information of the party disclosing it ("Disclosing Party") only to the employees or contractors of the party receiving it ("Receiving Party") who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The ASP Services, Software, Firmware, Documentation and the Instructions shall be ZOLL's

4.2. Exceptions. The Receiving Party's obligations under Section 4.1 above with respect to any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

4.3. Authority. Prior to making any disclosure to ZOLL of patient information, Customer covenants that it has, or will obtain,, in accordance with federal, state and local laws relating to such information, including but not limited to HIPAA, the legal right to disclose such information to ZOLL, including, if required, a properly executed, written authorization from each patient or patient's authorized representative documenting the patient's express written consent to enable the disclosure by Customer to ZOLL of such information.

5. Indemnification.

5.1. ZOLL. ZOLL will defend, at its own expense, any action against Customer or its or any of its agents, officers, director, or employees ("Customer Parties") brought by a third party alleging that any of the Products or Services infringe any U.S. patents or any copyrights or misappropriate any trade secrets of a third party, and ZOLL will pay those costs and damages finally awarded against the Customer Parties in any such action that are specifically attributable to such claim or the costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (a) notifying ZOLL promptly in writing of such claim or action; (b)

infringement claim, ZOLL may, at its sole option and expense, either: (i) procure for Customer the right to continue using it; (ii) modify it, or replace it with a substantially similar product or service so that it becomes non-infringing; (iii) in the case of Software or a Road Safety Product, require its return and refund Customer a pro-rata portion of the Fees for such Software or Road Safety Product based on a 36-month straight-line depreciation or (iv) terminate this Agreement, in whole or in part. Notwithstanding the foregoing, ZOLL will have no obligation under this Section 5.1 or otherwise with respect to any infringement claim based upon: (1) use of any of the Products or Services not in accordance with this Agreement; (2) any use of any of the Products or Services in combination with products, equipment, software, services or data not supplied by ZOLL if such infringement would have been avoided but for the combination with other products, equipment, software, services or data; (3) the failure of Customer to implement any replacements, corrections or modifications made available by ZOLL for any of the Products or Services including, but not limited to, any use of any release of the Software other than the most current release made commercially available by ZOLL; (4) Customer Content; or (5) any modification of any of the Products and Services or use thereof by any person other than ZOLL or its authorized agents or subcontractors. This Section 5.1 states ZOLL's entire liability and the exclusive remedy for any claims of infringement.

5.2. Customer. Customer shall indemnify, defend and hold ZOLL and its agents, officers, directors and employees (the "ZOLL Parties") harmless from and against any and all liabilities, losses, expenses, damages and claims (collectively, "Claims") that arise out of the following except to the extent the Claims are due to the gross negligence, intentional misconduct or breach of this Agreement by the ZOLL Parties: (i) information provided to any of the ZOLL Parties by any of the Customer Parties; (ii) the Customer Parties' use of any of the Products or Services; (iii) the actions or omissions of the Customer Parties in connection with participation in ZOLL's online customer community or exercise of any administrative rights, including database access rights, that Customer requests be granted when Customer has elected to receive, and is receiving, Managed Services or otherwise; (iv) use by the Customer Parties of any of the Products or Services in combination with Customer's products or services or Third Party Products or Services; (v) any modifications made by the Customer Parties to any of the Products and Services; (vi) misuse by the Customer Parties of any of the Products and Services (vii) infringement by the Customer Parties of any third party intellectual property right; (viii) taxes (other than taxes based on ZOLL's net income), fees, duties and charges, and any related penalties and interest, arising from the

Parties.

6. Limitation of Liability. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL ZOLL OR ITS AFFILIATES, SUBCONTRACTORS OR SUPPLIERS BE LIABLE, EVEN IF ADVISED OF THE POSSIBILITY, FOR: (i) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), (ii) LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR (iii) ANY LOSSES, COSTS OR DAMAGES ASSOCIATED WITH CUSTOMER'S PRODUCTS OR OTHER ELEMENTS INCORPORATED OR USED THEREWITH WHICH WERE NOT PROVIDED BY ZOLL OR WITH RESPECT TO ANY MODIFICATIONS MADE TO THE PRODUCTS OR SERVICES OR MISUSE OF THE PRODUCTS OR SERVICES. ZOLL'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH ANY ADDENDUM, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO ZOLL BY CUSTOMER FOR THE PRODUCTS AND SERVICES PROVIDED UNDER SUCH ADDENDUM DURING THE 12-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. Customer acknowledges that these limitations reflect the allocation of risk set forth in this Agreement and that ZOLL would not enter into this Agreement without these limitations on its liability. Customer agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. The remedies in this Agreement are Customer's sole and exclusive remedies. In addition, ZOLL disclaims all liability of any kind of ZOLL's licensors and suppliers, for Third Party Products or Services, and for the actions or omissions of Customer's representatives, including in connection with participation in ZOLL's online customer community or exercise of any administrative rights, including database access rights, that Customer requests be granted to such representatives when Customer has elected to receive, and is receiving, Managed Services or otherwise. If a Customer is part of the U.S. federal government, (a) products are not specifically designed, manufactured or intended for sale as parts, components or assemblies for the planning, construction, maintenance, or direct operation of a nuclear facility, or the flight, navigation, or communication of aircraft or ground support equipment, the control of hazardous materials, or other ultra-hazardous activities; (b) Customer is solely liable if products purchased by Customer are used for these applications; and (c) Customer will indemnify and hold ZOLL harmless from all loss, damage, expense or liability arising out of such use.

copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing ("Intellectual Property Rights"), in and to the following are the exclusive property of ZOLL (or, as the case may be, its licensors and suppliers): (i) the ASP Services, Underlying Software, Access Software, Software, Firmware, Documentation, Instructions and all proprietary technology used by ZOLL to perform its obligations under this Agreement; (ii) all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that ZOLL makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Professional Services; (iii) the fully compiled version of any of the foregoing software programs that can be executed by a computer and used without further compilation (the "Executable Code"); (iv) the human readable version of any of the foregoing software programs that can be compiled into Executable Code (the "Source Code"); (v) all enhancements, modifications, improvements and derivative works of each and any of the foregoing and (vi) all ideas, suggestions or other comments provided by Customer or its representatives to ZOLL regarding each of the foregoing or otherwise in any form, manner or place, including but not limited to ZOLL's online customer community, advisory committees and annual summits (the "ZOLL Property"). If any derivative work is created by Customer from the Products or Services, ZOLL shall own all right, title and interest in and to such derivative work. Any rights not expressly granted to Customer hereunder are reserved by ZOLL (or its licensors and suppliers, as the case may be).

8. Term and Termination.

8.1. Term. The term of this Agreement ("Term") begins on the Effective Date and continues until it expires or is terminated as set forth herein. The term of each Order begins on the effective date of such Order and continues until it expires as set forth therein or is terminated as set forth herein.

8.2. Termination. Either party may terminate this Agreement or any Order without cause on 30 days' prior written notice to the other party. Either party may terminate this Agreement or an Order if the other party materially defaults in the performance of any of its obligations hereunder and fails to cure such default within 20 days after written notice from the non-defaulting party.

expiration will become immediately due and payable; (b) Customer's right to access the Products and Services, and all licensed rights granted, in the Expired or Terminated Document will immediately terminate and cease to exist; and (c) Customer must (i) promptly discontinue all use of any Products or Services provided under the Expired or Terminated Document (ii) erase all copies of Software from Customer's computers and the computers of its customers and return to ZOLL or destroy all copies of such Software and related Documentation on tangible media in Customer's possession and (iii) return or destroy all copies of the Documentation and Instructions in Customer's possession or control; (d) each party shall promptly discontinue all use of the other party's Confidential Information disclosed in connection with the Expired or Terminated Document and return to the other party or, at the other party's option, destroy, all copies of any such Confidential Information in tangible or electronic form. Additionally, if any Order for ASP Services or for Software that is subject to a Subscription License (other than RescueNet® @Work) is terminated within 12 months of the Deployment Effective Date of such Order (or other period specified in such Order) by ZOLL for a material default or Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal to the amount of (x) the initial Annual Fee for such ASP Services or Subscription License (or other amount specified in such Order) minus (y) the sum of Monthly Fees for such ASP Services or Subscription License paid by Customer to ZOLL prior to the date of termination. Upon ZOLL's request, Customer will provide a written certification (in the form acceptable to ZOLL), certifying as to Customer's compliance with its post-termination obligations set forth in this Section 8.3.

9. General Provisions.

9.1. Compliance with Laws. Customer shall comply with all applicable laws and regulations, and obtain required authorizations, concerning its use of the Products and Services, including without limitation if applicable all export and import control laws and regulations. Customer will not use any of the Products or Services for any purpose in violation of any applicable laws. ZOLL may suspend performance if Customer is in violation of applicable laws or regulations.

9.2. Audits and Inspections. Upon written request from ZOLL, Customer shall furnish ZOLL with a certificate signed by an officer of Customer stating that the Products and Services are being strictly in accordance with the terms and conditions of this Agreement. During the Term and for a period of six months following the termination or expiration of this Agreement, upon prior written

limitation on the number of servers, personal computers or portable devices on which Customer may install the Software hereunder; the number of Customer users that may use the Software hereunder; the number of Customer users that may concurrently use the Software or ASP Services hereunder (the "Concurrent Users"); for Fees based on Concurrent Users, the number of such users listed in the Order for such Fees (the "Concurrent Users Cap"); the number of patient care records generated through the software hereunder; on the number of vehicles or other mechanism upon which pricing is based hereunder. The costs of the audit will be paid by ZOLL, unless the audit reveals that Customer's underpayment of Fees exceeds five percent, other than ePCR Monthly Fees that are subject to adjustment as described in an Order. Customer will promptly pay to ZOLL any amounts shown by any such audit to be owing (which shall be calculated at ZOLL's standard, non-discounted rates) plus interest as provided in Section 2 above.

9.3. Assignments. Customer may not assign or transfer, by operation of law or otherwise (including in connection with a sale of substantially all assets or equity, merger or other change in control transaction), any of its rights under this Agreement or any Order (including its right to use any Products or Services) to any third party without ZOLL's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. ZOLL shall have the right to assign this Agreement or any Order to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise, and to contract with any third party to provide part of any of the Products and Services.

9.4. U.S. Government End Users. If Customer is a branch or agency of the United States Government, the following provision applies. The Software, Documentation and Instructions are composed of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and if provided hereunder are (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202 1 (JUN 1995) and 227.7202 3 (JUN 1995).

9.5. Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in the most recent Order or Defibrillator Purchase Agreement and, in the case of ZOLL, to the attention of the Chief

9.6. **Governing Law and Venue; Waiver of Jury Trial.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in Denver, Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

9.7. **Remedies.** Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that the Products and Services are built on valuable trade secrets and proprietary information of ZOLL, that any actual or threatened breach hereof will constitute immediate, irreparable harm to ZOLL for which monetary damages would be an inadequate remedy, and that ZOLL will be entitled to injunctive relief for such breach or threatened breach. Customer further agrees to waive and hereby waives any requirement for the security or the posting of any bond in connection with such remedies. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach, but shall be in addition to all other remedies available at law or equity to ZOLL.

9.8. **Waivers.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

9.9. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

9.10. **Independent Contractors.** The parties are entering into, and will perform, this Agreement as independent contractors. Nothing in this Agreement will be construed to make either party the

9.11. Third Parties. Customer is solely responsible for, and none of the fees set forth herein shall be deemed to cover, any amounts owed to third parties in connection with the use of the Products and Services, including without limitation, clearinghouse fees. If Customer engages a third-party provider ("Third Party Provider") to deliver products or services, including without limitation software, integrated into or receiving data from or accessing the Products or Services ("Third Party Products or Services"), Customer agrees to obtain ZOLL's prior consent to such integration, receipt or access (collectively, a "Transfer"). If Customer requests a Transfer, Customer represents, warrants and agrees that: (i) ZOLL, in its sole and absolute discretion, shall have the right to agree to such Transfer or decline to do so; (ii) ZOLL shall have no liability, and makes no representation, with respect to such Third Party Products or Services; (iii) the Third Party Provider shall not be an agent of ZOLL as a result of the Transfer; (iv) the Third Party Provider shall not receive, maintain, or transmit PHI on behalf of ZOLL, as a result of the Transfer; and (v) installation, if any, of such Third Party Products or Services by ZOLL shall constitute Professional Services, a condition of which shall be the execution of an Order for such Professional Services. Upon termination of Customer's agreement with a Third Party Provider pertaining to Third Party Products or Services, Customer immediately shall terminate Third Party Provider's access to the Products and Services and notify ZOLL thereof. If the Third Party Products or Services result in the sharing of Customer Content with Third Party Provider, Customer consents to the sharing by ZOLL and its affiliates of Customer Content with such Third Party Provider for the sole purpose of Third Party Provider's delivery of the Third Party Products or Services and represents that such sharing does not violate any agreement, law, regulation or other legal standard, including but not limited to any business associate agreement or other requirement of HIPAA. To the extent the Products or Services contain software owned by a third party for which ZOLL has a license agreement with a third party, the Products and Services and all rights granted hereunder are expressly limited by and subject to any license agreements ZOLL may have for such software.

9.12. Force Majeure. Neither party shall be liable for damages for any delay or failure of performance hereunder (other than payment obligation) arising out of causes beyond such party's reasonable control and without such party's fault or negligence, including, but not limited to, failure of its suppliers to timely deliver acceptable parts or services, any act or omission of Customer that interferes with or impedes ZOLL's performance hereunder, acts of God, acts of or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures (a "Force Majeure Event"). In the event ZOLL's production is constrained

discretion, determines.

9.13. Entire Agreement; Amendment; No Third Party Beneficiaries; Online Customer Community; Survival. These Terms and Conditions, the Addenda, the Orders and any attachments, addenda and exhibits thereto (collectively, the "Agreement") constitute the entire agreement between the parties regarding the subject hereof and supersede all prior or contemporaneous agreements, understandings, and communication, whether written or oral, except agreements at zollonline.com. Any other representation or agreement, whether written or oral, including but not limited to any purchase order issued by Customer, shall be wholly inapplicable to the Products and Services and shall not be binding in any way on ZOLL. This Agreement may not be amended or changed or any provision hereof waived except in writing signed by both parties. Any different or additional terms in any purchase order, confirmation or similar form issued or otherwise provided by Customer but not signed by an authorized representative of ZOLL shall have no force or effect. Neither party shall have any obligation to enter into any Order. Customer understands and agrees that its authorized representatives may participate in ZOLL's online customer community in accordance with the terms of such community. There are no third party beneficiaries of this Agreement. Those provisions of this Agreement that may be reasonably interpreted as surviving termination of this Agreement or the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, Section 4 (Confidentiality), Section 5 (Indemnification), Section 6 (Limitation on Liability), Section 7 (Ownership), Section 8.3 (Effects of Termination) and Section 9 (General Provisions). This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

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11802 Ridge Parkway, Suite 400
Broomfield, Colorado 80021 U.S.A.

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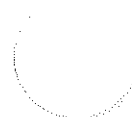
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Solutions for Hospital

ZOLL AR Boost

ZOLL Care Exchange

Solutions for AR Optimization

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ZOLL Pulse Blog

Support

Contact

Customer Community

SDK Partner Program

Update Your Email Preferences

Our Company

Mission and Values

Careers

Leadership

Other ZOLL Divisions

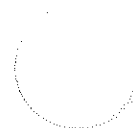
Partners

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RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING WAIVING CUSTOMARY
BIDDING PROCEDURES FOR PURCHASE OF A NEW TRUCK
FOR LIGHT & POWER DEPARTMENT**

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

WHEREAS, the Director of Light & Power has recommended the replacement of the 2006 Chevy Silverado truck ("2006 Chevy") currently being used by the Light & Power Department due to the following:

1. The 2006 Chevy has become a maintenance burden and is nearing the end of its useful life;
2. The 2006 Chevy has 134,000 miles;
3. The 2006 Chevy is being overtaken with rust making it an eyesore when driven around town;
4. This truck purchase has been allocated for during budgeting every year for the past 3 years;
5. Due to the financial uncertainty during the early days of COVID, along with an international chip shortage, the Light & Power Department has delayed this purchase for the past 2 years;
6. City intends to surplus and sell the 2006 Chevy when a new truck is purchased;

and

WHEREAS, the Director of Light & Power has represented to the City Council:

1. Due to uncertainty as to whether any new trucks were available for purchase on a

government purchasing program due to the supply chain issues plaguing the car industry post-COVID, City reached out to all 3 local car dealerships expressing the need for a new truck in May of 2022 within the budgeted amount for \$30,000.00;

2. McGinley Dodge could only meet this pricing request of under \$30,000.00 if a truck was ordered;
3. Steve Schmitt Chevy didn't have any trucks that would meet this pricing request of under \$30,000.00 at this time;
4. Lou Fusz Ford happened to have a unit on their lot that fit City's description. Lou Fusz Ford was able to secure a price of approximately \$6,000 below MSRP and also price the truck below City's \$30,000 budget;
5. Lou Fusz has represented the availability of the truck and pricing are time sensitive and time is of the essence;

and

WHEREAS, the Director of Light & Power has represented to the City Council that the truck purchase is within the allotted Department budget; and

WHEREAS, Lou Fusz Ford has provided a proposed agreement (*See Exhibit A*; hereinafter Agreement") for City's consideration; and

WHEREAS, the Lou Fusz Ford Agreement will allow City to purchase a new Ford truck for the purposes and reasons as discussed herein (*See Exhibit A*); and

WHEREAS, City has determined it would be in the best interests of public health, safety, general welfare, and economic welfare to enter the Lou Fusz Ford Agreement (*See Exhibit A*); and

WHEREAS, City has determined it to be appropriate to waive the customary bidding procedures and purchase the Ford truck from Lou Fusz Ford according to a super-majority vote, and according to the Lou Fusz Ford Agreement (*See Exhibit A*); and

WHEREAS, City authorizes and directs the City Manager and/or Mayor to execute any documents necessary to waive customary bidding procedures and enter the Lou Fusz Ford Agreement (*See Exhibit A*).

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

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

Section 2. The Lou Fusz Ford Agreement for purchase of the Ford truck (*See Exhibit A*) is approved.

Section 3. The City Manager and/or Mayor is directed and authorized, on behalf of

the City of Highland, to execute any documents necessary to enter the Lou Fusz Ford Agreement (See **Exhibit A**).

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

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the __ day of _____, 2022, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois



LOU FUSZ



FORD OF HIGHLAND

12610 State Rt. 143 • HIGHLAND, IL 62249
(618) 654-2122

City of Highland

9/12/22

PURCHASER'S NAME: City of Highland CITY: Highland IL DATE: 9/12/22
STREET ADDRESS: 115 Broadway STATE: IL ZIP: 62249
tel: 654-9891

RESIDENCE PHONE: _____ CELL PHONE: _____ BUSINESS PHONE: _____

DESCRIPTION OF UNIT
PLEASE ENTER MY ORDER FOR THE FOLLOWING:
 NEW USED CAR TRUCK SUV CROSSOVER

YEAR: 2022 MAKE: Ford MODEL: F150 TYPE: Reg Cab
COLOR: Carbonized Gray SERIAL NO.: 1FTMF1CB4NKE59139
STOCK NO.: RT 22095 SALESMAN: Kelth
TO BE DELIVERED ON OR ABOUT: _____ TIME: _____
EMAIL ADDRESS: _____
EQUIPMENT: _____
dan.cook@mut: d.cook@highlandil.gov

PRICE OF VEHICLE: (35,655)
DEALER INSTALLED OPTIONS: _____
TOTAL VEHICLE PRICE: 29755.00
TRADE ALLOWANCE: _____
TRADE DIFFERENCE: _____
DOCUMENTARY FEE: _____
SALES TAX: TAX EXEMPT
LICENSE: _____
TITLE: 10.00
OPTIONAL WARRANTIES: _____
TOTAL PURCHASE PRICE: 29920.00
TRADE IN PAYOFF: _____
FINANCE CO.: _____
ADDRESS: _____
CITY / STATE / ZIP: _____
ACCOUNT #: _____
TOTAL BALANCE DUE: _____
DEPOSIT: _____
REBATE: _____
REBATE: _____
REBATE: _____
REBATE: _____
AMOUNT DUE ON DELIVERY: _____
AMOUNT FINANCED: _____
FINANCE CO.: _____
ADDRESS: _____
CITY / STATE / ZIP: _____
FIRST PAYMENT DUE: _____

TRADE-IN DESCRIPTION: _____
MILEAGE: _____
PURCHASE VEH. MILEAGE: _____
TRADE: _____
COMPLETE ALL INFO BELOW
BUYER'S D.O.B.: _____ SS #: _____
DRIVER'S LICENSE NO.: _____
CO-BUYER'S D.O.B.: _____ SS #: _____
CO-BUYER'S LICENSE NO.: _____
LICENSE PLATE TRANSFER INFO:
LIC # _____ TAG # _____ EXP. DATE / / _____
COUNTY OF RESIDENCE: MADISON
INSURANCE COMPANY INFO:
AGENT'S NAME: _____ PHONE NO.: _____
COMPANY: _____ POLICY NO.: _____
ADDRESS: _____ EXPIRES: _____
CITY / ST / ZIP: _____

Customer Initials: _____
MO. @ _____ % @ \$ _____

DISCLAIMER OF WARRANTIES
The Seller, Lou Fusz Ford of Highland, herein expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale.

"THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE."

Purchaser agrees that this Order includes all of the terms and conditions of this contract. That this Order cancels and supersedes any prior agreement and as the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matter covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE AND IN THE EVENT OF A TIME SALE, DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS.

(Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order)

X _____
Purchaser's Signature Date

ACCEPTED BY: _____
Dealer or his Authorized Representative

KAN-000626 IL

9-NORMAL, NB, 200626, NH082 6361

220220815 BLEND 8492

ULC | U | R | IL | C | CERT | TRD | RAMP | BUMP | CAMP | BOOK | EXPL | ROTA

007544 764/911

1FTMF1CB4 NKE59739 NB

FU13



Go Further
ford.com

VEHICLE DESCRIPTION

F-150

2022 F-150 4X2 REGULAR CAB
141" WHEELBASE
3.3L V6 PFDI
ELEC TEN-SPEED AUTO W/TOW M

NK E59739

EXTERIOR
CARBONIZED GRAY METALLIC
INTERIOR
DARK SLATE CLOTH 40/20/40

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- DAYTIME RUNNING LAMPS
- EASY FUEL® CAPLESS FILLER
- FULLY BOXED STEEL FRAME
- HALOGEN HEADLAMPS
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LOCKING REMOVABLE TAILGATE
- PICKUP BOX TIE DOWN HOOKS
- TRAILER SWAY CONTROL
- WIPERS- INTERMITTENT

INTERIOR

- 4" PRODUCTIVITY SCREEN
- DUAL SUNVISORS
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- POWERPOINTS - 12V
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL

- AUTO HOLD
- CURVE CONTROL
- DYNAMIC HITCH ASSIST
- FAIL-SAFE COOLING SYSTEM
- FORDPASS CONNECT™ 4G
- HOTSPOT TELEMATICS MODEM
- GAS-CHARGED SHOCKS
- HILL START ASSIST
- OUTBOARD MNTD REAR SHOCKS
- PRE-COLLISION ASSIST W/AEB
- PWR RACK AND PINION STEER
- REAR VIEW CAMERA
- SELECTSHIFT®

SAFETY/SECURITY

- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- CTR HIGH MOUNT STOP LAMP
- SECURILOCK® ANTI-THEFT SYS™
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID BATTERY

INCLUDED ON THIS VEHICLE

EQUIPMENT GROUP 101A	(MSRP)
-XL SERIES	2,080.00
-XL POWER EQUIPMENT GROUP	
-CRUISE CONTROL	
-REVERSE SENSING SYSTEM	

OPTIONAL EQUIPMENT/OTHER

.245/70R 17 BSW ALL-SEASON	
3.55 RATIO REGULAR AXLE	NO CHARGE
6100# GVWR PACKAGE	
FRONT LICENSE PLATE BRACKET	NO CHARGE
50 STATE EMISSIONS	NO CHARGE
CLASS IV TRAILER HITCH	315.00
XL CHROME APPEARANCE PACKAGE	895.00
.CHROME FRONT/REAR BUMPERS	
.FOG LAMPS	
.17" SILVER PAINTED ALUMINUM FLEX FUEL VEHICLE	

PRICE INFORMATION

BASE PRICE	\$31,820.00
TOTAL OPTIONS/OTHER	3,290.00
TOTAL VEHICLE & OPTIONS/OTHER	35,110.00
DESTINATION & DELIVERY	1,795.00
TOTAL BEFORE DISCOUNTS	36,905.00
XL HIGH DISCOUNT	- 750.00
XL HIGH DISCT CHROME	- 500.00
TOTAL SAVINGS	- 1,250.00

EPA DOT Fuel Economy and Environment

Fuel Economy



Standard Pickup Trucks range from 12 to 70 MPG. The best vehicle rates 142 MPG. Values are based on gasoline and do not reflect performance and ratings based on E85.

E85 Flexible-Fuel Vehicle Gasoline-Ethanol (E85)

You spend **\$2,000**

more in fuel costs over 5 years compared to the average new vehicle.

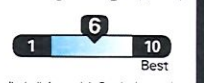


Annual fuel cost **\$1,700**

Fuel Economy & Greenhouse Gas Rating (tailpipe only)



Smog Rating (tailpipe only)



This vehicle emits 423 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and costs \$6,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.35 per gallon. This is a dual fueled automobile. MPG is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov

Calculate personalized estimates and compare vehicles



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash Driver Passenger ★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash Front seat Rear seat ★★★★★ Not Rated

Based on the risk of injury in a side impact.

Rollover ★★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

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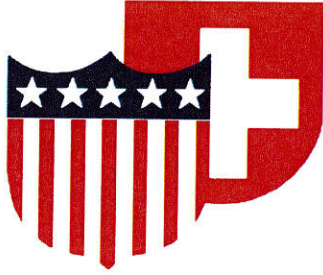
WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, v vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phl lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.



www.ford.com/help/privacy-terms/

RAMP ONE	CC15	CONVOY	Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance .
RAMP TWO	ITEM #: 53-6603 O/T 2		
This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.			NH082 N RB 2X 260 000626 08 08 22

2202208158492



City of Highland

Department of Light and Power

Memo to: Chris Conrad, City Manager
From: Dan Cook, Director of Light & Power
Date: September 13, 2022
Subject: Issuance of Purchase Order to Lou Fusz Ford

RECOMMENDATION

I recommend that you seek council approval to waive usual and customary bidding procedures and issue a purchase order to Lou Fusz Ford in the amount of \$29,920.00 for a Standard Cab Pick-up truck for power plant personnel as detailed in the attached quotation.

DISCUSSION

This new truck will be a replacement for existing truck number 24, a 2006 Chevy Silverado. The existing truck has become a maintenance burden and is nearing the end of its useful life. It has 134,000 miles and along with several mechanical issues, it is being overtaken with rust making it an eyesore when driven around town. This purchase has been allocated for during budgeting every year for the past 3 years however due to the financial uncertainty during the early days of COVID, along with an international chip shortage, we have delayed this purchase for the past 2 years.


We reached out to all 3 local car dealerships expressing our needs in May. Not having heard back with any proposals, we once again reached out looking for any truck that might suit our purpose that would fall inside our budget of \$30,000.00. McGinleys street prices were above our budget allowance and when they reached out to corporate for government pricing, they were told they could not sell a unit off the lot at that price, one would have to be ordered. Steve Schmitt didn't have any units fitting our specifications or budget. Lou Fusz happened to have a unit on their lot that fit our description. They were able to secure a price of approximately \$6,000 below MSRP and also fall below our \$30,000 budget. I am certain ordering a 2023 model through state bids will only provide a higher price and further delay this acquisition. Once the new truck is received, the existing truck will be declared as surplus and sold at auction.

FISCAL IMPACT

We have an allocated budget of \$30,000.00 for this truck this fiscal year. If approved it will be invoiced to GL#101-102-5-530-00.

CONCURRENCE

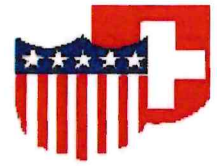
Recommended by: 
Daniel Cook, Director of Light & Power

Approved by: 
Chris Conrad, City Manager

Expenditure Listing #1227

From 09/03/2022 to 09/16/2022

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



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 001 General Fund				
Department: 000 Balance Sheet Accounts				
10093	AMAZON CAPITAL SERVICES	2 OTY TOPS TIME CARDS SEMI MONTHLY 2 SIDES	09/09/2022	111.19
10106	City Of Highland	AUGUST CENTRAL PURCHASING	09/09/2022	79.99
10142	LOGSDON STATIONERS, INC.	Supplies for Central Purchasing	09/09/2022	575.63
10186	TRIPACK, INC.	Supplies for Central Purchasing	09/09/2022	1,922.74
Total for Department: 000 Balance Sheet Accounts				2,689.55
Department: 011 General Admin				
10086	United States Treasury	ANNUAL PCORI TAX	09/07/2022	619.38
10093	AMAZON CAPITAL SERVICES	2 OTY BOSTITCH OFFICE PORTABLE ELECTRIC STAPLER	09/09/2022	42.38
10095	Aramark Uniform Services	RUG SERVICE	09/09/2022	68.31
10106	City Of Highland	AUGUST CENTRAL PURCHASING	09/09/2022	499.96
10202	LEWIS BRISBOIS BISGAARD & SMITH LLP	JULY 2022 RETAINER INVOICE	09/09/2022	3,430.00
10205	Third Millennium Assoc Inc	UTILITY BILL RENDERING	09/09/2022	198.28
10206	THRYV, INC	MONTHLY PHONE LISTING	09/09/2022	91.23
10207	Watts Conv Systems Inc	COPIER/ LEASE USAGE - CITY HALL	09/09/2022	90.96
10208	WEX BANK	JULY FUEL	09/09/2022	336.67
Total for Department: 011 General Admin				5,377.17
Department: 012 Police Dept				
10093	AMAZON CAPITAL SERVICES	1 OTY 12V GEL BATTERY	09/09/2022	153.66
10106	City Of Highland	AUGUST CENTRAL PURCHASING	09/09/2022	106.76
10118	Dell Marketing L P	7 OTY DELL LATITUDE 5430 RUGGED - LABTOP POLICE CAR	09/09/2022	13,751.18
10121	Ed Roehr Safety Products	BADGES FOR LT AND SGT	09/09/2022	201.42
10123	ELLIOTT DATA SYSTEMS INC	INSTALLATION AND TRAINING NEW CAMERA	09/09/2022	1,480.00
10141	Karen Leadbetter	SHOES FOR KAREN	09/09/2022	16.98
10146	MADISON COUNTY INFORMATION TECH	LEADS LEASE FROM MADISON CO.	09/09/2022	24.28
10147	Major Case Squad of Greater St Louis	2022 AGENCY FEE FOR MAJOR CASE	09/09/2022	250.00
10160	O'Reilly Automotive Inc.	1 OTY BATTERY, CORE CHARGE, CORE EXCHANGE PD TORNADO SIREN	09/09/2022	129.10
10168	Rav O'Herron Co Inc	VEST FOR NEW HIRES THOLES & SEBASTIAN	09/09/2022	1,877.89
10170	Reding Tire & Battery Inc	CAR 12 4 NEW TIRES	09/09/2022	2,371.01
10181	Brad Sutton	MONTHLY HANDLER SUBSCRIPTION	09/09/2022	1,250.90
10185	TRANSUNION RISK AND ALTERNATIVE	TLO CHECKS FOR INV JULY AND AUG	09/09/2022	150.00
10202	LEWIS BRISBOIS BISGAARD & SMITH LLP	JULY 2022 RETAINER INVOICE	09/09/2022	5,390.00
10206	THRYV, INC.	MONTHLY PHONE LISTING	09/09/2022	38.09
10207	Watts Conv Systems Inc	COPIER/ LEASE USAGE - PD	09/09/2022	139.51
10208	WEX BANK	JULY FUEL	09/09/2022	9,617.85
10209	MORROW BROTHERS FORD INC	POLICE VEHICLE 2022 VEH # 1FM5K8AB8NGA42697	09/09/2022	37,595.00
Total for Department: 012 Police Dept				74,543.63
Department: 013 Building & Zoning				
10093	AMAZON CAPITAL SERVICES	1 OTY SWINGLINE DESKTOP HOLE PUNCH	09/09/2022	27.21
10105	City Of Highland	ELECTRICAL INSPECTION	09/09/2022	269.50
10106	City Of Highland	AUGUST CENTRAL PURCHASING	09/09/2022	80.66
10113	Crawford, Murphv & Tilly Inc	PROFESSIONAL SERVICE FORM JULY2- 29, 2022	09/09/2022	240.00
10126	Environmental Systems Reseach Institute, Inc	ARCgis ENGINE SINGLE USE PERPETUAL LICENSE	09/09/2022	1,000.00
10134	IMPACT Center for Independent Living	DONATION	09/09/2022	100.00
10160	O'Reilly Automotive Inc.	1 OTY WIPER BLADE 1 OTY WIPER BLADE - 2017 DODGE RAM	09/09/2022	46.38
10180	SUMNER ONE, INC	COLOR OVERAGE	09/09/2022	126.88
10202	LEWIS BRISBOIS BISGAARD & SMITH LLP	JULY 2022 RETAINER INVOICE	09/09/2022	4,445.00
10208	WEX BANK	AUGUST FUEL	09/09/2022	240.78
Total for Department: 013 Building & Zoning				6,576.41
Department: 014 Fire Dept				
10132	Huels Oil Co	AUGUST DIESEL FUEL	09/09/2022	233.90
10208	WEX BANK	AUGUST FUEL	09/09/2022	892.55
Total for Department: 014 Fire Dept				1,126.45
Department: 017 Streets / PW Admin				
10096	Aviston Lumber Company	20 BBO	09/09/2022	38.25
10100	Broadway Battery & Tire	2017 Ford F150 - patch both front tires	09/09/2022	39.00
10106	City Of Highland	AUGUST CENTRAL PURCHASING	09/09/2022	187.59
10132	Huels Oil Co	DHS-PREM OFF -ROAD DIESEL	09/09/2022	5,066.80
10140	Korte Landscaping	Weeds @ Troxler & all roundabouts, Clean by sign @ church Rt 143	09/09/2022	195.00
10144	LOU FUSZ FORD OF HIGHLAND COMPANY	#607 Wheel Alignment	09/09/2022	173.45
10149	McKav Auto Parts Inc	Lucas Red-Tackv GRS	09/09/2022	56.65
10151	Mike A Maedae Trucking Inc	CM6- Tic # 1843797	09/09/2022	247.47
10156	Northtown Auto & Tractor	Grease - Red & Tackv 1	09/09/2022	9.29
10158	Oates Associates Inc	Molly's Mocha Traffic Study Review Prof. Services 7/2 - 7/29/22	09/09/2022	690.00
10160	O'Reilly Automotive Inc.	Parts for Dump Truck #67 repairs	09/09/2022	482.96
10176	Sievers Equipment Co	parts	09/09/2022	10.50
10189	Warnin Lites of Southern IL, LLC	Cones 7# 28" Orange with black base w/ 2 white hip wraps	09/09/2022	1,995.00
10192	Woody's Municipal Supply	Parts - Sweeper Repair	09/09/2022	501.33
10208	WEX BANK	AUGUST FUEL	09/09/2022	761.37
Total for Department: 017 Streets / PW Admin				10,454.66
Total for Fund:001 General Fund				100,767.87
Fund: 007 Community Development Fund				
Department: 007 Community Development				
10101	C.A. JONES, INC	SINGLE-FAMILY HOME INCENTIVE PAYMENT	09/09/2022	4,000.00
10202	LEWIS BRISBOIS BISGAARD & SMITH LLP	JULY 2022 RETAINER INVOICE	09/09/2022	1,260.00
Total for Department: 007 Community Development				5,260.00
Total for Fund:007 Community Development Fund				5,260.00

Fund: 008 Motor Fuel Tax Fund				
Department: 008 Motor Fuel Tax				
10104	Christ Bros Inc	8/15, 8/17, 8/18 N 50 mix Deliveries - For Oil & Chip -	09/09/2022	3,348.03
10158	Oates Associates Inc	Matter Dr. Reconstruction - Prof. services 7/2/21	09/09/2022	17,002.39
Total for Department: 008 Motor Fuel Tax				20,350.42
Total for Fund:008 Motor Fuel Tax Fund				20,350.42
Fund: 009 Parks & Rec Fund				
Department: 009 Korte Rec Center				
10093	AMAZON CAPITAL SERVICES	2 OTY IGNITE CHROME HAND WEIGHTS, EXCERCISE PEDAL STRAP.REST BND	09/09/2022	213.65
10103	Capri Pools & Aquatics	Pool cleaning week work- remove and replace main drain valve	09/09/2022	5,489.50
10106	City Of Highland	AUGUST CENTRAL PURCHASING	09/09/2022	854.00
10109	Krystal Connor	REFUND FOR PRIVATE SWIM LESSONS	09/09/2022	180.00
10110	CONTINENTAL RESEARCH CORPORATION	Action cleaner	09/09/2022	218.73
10116	Da-Com Digital Office Solutions	Printer contract for Riso 8/25/22-8/24/23	09/09/2022	1,736.30
10125	Energy Wise	Installed new pool heater for the building and set up	09/09/2022	8,017.00
10148	Mazzio's Pizza	Pizzas for June and July party rentals	09/09/2022	1,352.00
10153	Munie Outdoor Service Inc	Replaced broken swing joint on KRC sprinklers	09/09/2022	198.85
10163	Pepsi	Pepsi concession supplies	09/09/2022	135.18
10166	Quench USA, Inc	Water bottle refill machine monthly payment	09/09/2022	55.00
10184	The Lifeguard Store	Board shorts for guards	09/09/2022	311.97
10190	Watts Copy Systems Inc	Monthly printer payment	09/09/2022	50.85
10191	William F. Brockman Co	Concessions supplies	09/09/2022	120.21
Total for Department: 009 Korte Rec Center				18,933.24
Department: 016 Parks & Recreation				
10085	Nick Brown	BENDERS AND BACKROADS BAND TO PERFORM 09/08/22	09/07/2022	750.00
10088	AGENCY FOR COMMUNITY TRANSIT	Repairs of Senior Bus	09/09/2022	263.64
10093	AMAZON CAPITAL SERVICES	TWO ' ADLER ROYAL 500DX CASH INK ROLLER, STEEL SAFE LOCK BOX	09/09/2022	157.55
10094	Ameren Illinois	1100 MAIN ST	09/09/2022	58.46
10105	City Of Highland	Senior center	09/09/2022	364.02
10106	City Of Highland	AUGUST CENTRAL PURCHASING	09/09/2022	527.72
10117	Joseph DeGregorio	Tour Guide for YAH Hill trip	09/09/2022	780.00
10119	DigitalArtz LLC	Tot Lot Sign	09/09/2022	148.02
10124	Mike Ellis	REFUND FOR YAH TRIP TO KIMMSWICK	09/09/2022	136.00
10130	Hawkeve Systems LLC	Work done on the Garden Club area	09/09/2022	800.00
10132	Huels Oil Co	AUGUST DIESEL FUEL	09/09/2022	732.83
10153	Munie Outdoor Service Inc	rotary field work on valves/sprinklers	09/09/2022	187.01
10157	Nu Way Concrete Forms Trov LLC	Gloves for workers	09/09/2022	85.35
10160	O'Reilly Automotive Inc.	1 OTY FUEL TANK - RYANS DUMP TRUCK	09/09/2022	386.23
10164	Pioneer Manufacturing Company	starline paint RED	09/09/2022	776.05
10175	Sherwin Williams	Red stripe field paint	09/09/2022	351.90
10202	LEWIS BRISBOIS BISGAARD & SMITH LLP	JULY 2022 RETAINER INVOICE	09/09/2022	1,190.00
10208	WEX BANK	JULY FUEL	09/09/2022	8,817.61
10212	William Grosch	PERFORMER THURSDAY NIGHT HIGHLAND PARK	09/13/2022	550.00
Total for Department: 016 Parks & Recreation				17,062.39
Department: 503 Swimming Pool Fund				
10106	City Of Highland	AUGUST CENTRAL PURCHASING	09/09/2022	32.60
10182	David Tebbe	REFUND FOR SWIM LESSONS	09/09/2022	100.00
Total for Department: 503 Swimming Pool Fund				132.60
Department: 715 Cemetery Fund				
10167	R P Lumber Co Inc	yellow pine wood	09/09/2022	140.24
10169	Red E Mix LLC	CA11- 3/4 Rock for cemetery	09/09/2022	495.00
10171	S. Horn Construction	DEPOSIT FOR WORK BEING DONE ON SOUTH WALL OF CEMETARY SHED	09/09/2022	2,500.00
Total for Department: 715 Cemetery Fund				3,135.24
Total for Fund:009 Parks & Rec Fund				39,263.47
Fund: 050 Street NHR Construction				
Department: 050 Street NHR Construction				
10114	Curry & Associates Engineers Inc	Center Street Reconstruction	09/09/2022	8,706.45
10158	Oates Associates Inc	6th Street Reconstruction PH 2 & 3 - Prof. services 5/17/22	09/09/2022	2,818.35
Total for Department: 050 Street NHR Construction				11,524.80
Total for Fund:050 Street NHR Construction				11,524.80
Fund 101 Electric Fund				
Department: 000 Balance Sheet Accounts				
ACH PAID	SPRINGBROOK SOFTWARE LLC	ACH SERVICES AUGUST 2022	09/16/2022	916.46
10211	MADISON COUNTY COMMUNITY DEVELOPMENT	Refund Check 014428-000	09/09/2022	100.87
Total for Department: 000 Balance Sheet Accounts				1,017.33
Department: 101 Electric Admin				
ACH PAID	IMEA	JULY SAFETY TRAINING	09/09/2022	905.00
10095	Aramark Uniform Services	RUG SERVICE	09/09/2022	217.86
10106	City Of Highland	AUGUST CENTRAL PURCHASING	09/09/2022	80.42
10111	Cooperative Response Center, Inc	BASE FEE AUG/SEPT.CRC AGENT, FRNTEND GREETING.CRCLINK USER LICEN	09/09/2022	1,684.60
10155	Northern Safety Co Inc	SINUS & PAIN RELIEF	09/09/2022	24.78
10162	PAETEC	COMMUNICATION CHARGE	09/09/2022	0.51
10170	Reding Tire & Battery Inc	TIRE REPAIR TRUCK 41	09/09/2022	20.00
10180	SUMNER ONE, INC.	COLOR OVERAGE	09/09/2022	111.52
10202	LEWIS BRISBOIS BISGAARD & SMITH LLP	JULY 2022 RETAINER INVOICE	09/09/2022	630.00
10204	SPRINGBROOK HOLDING COMPANY LLC	CIVICPAY TRANSACTION FEE	09/09/2022	2,975.50
10205	Third Millennium Assoc Inc	UTILITY BILL RENDERING	09/09/2022	892.26
10206	THRYV, INC.	MONTHLY PHONE LISTING	09/09/2022	50.58
10208	WEX BANK	JULY FUEL	09/09/2022	1,440.10
Total for Department: 101 Electric Admin				9,033.13
Department: 102 Electric Production				
10091	Albers Fire Prot. Equipment Inc.	FIRE EXTINGUISHER INSPECTION & TAGGED	09/09/2022	205.00
10093	AMAZON CAPITAL SERVICES	1 OTY VISIONAOD RADIAN'S EMERGENCY EYEWASH STATION	09/09/2022	236.91
10095	Aramark Uniform Services	AUGUST UNIFORM AND RUG SERVICES	09/09/2022	279.78
10127	Grainzer	EYE WASH PRESERVATIVE	09/09/2022	105.49

10160	O'Reilly Automotive Inc	1 OTY BALL JOINT- SCOTTS JEEP	09/09/2022	77.07
10173	SERVICE LIGHTING & ELECTRICAL SUPPLI	CHRISTMAS 50FT STRING LIGHTS	09/09/2022	174.30
10208	WEX BANK	JULY FUEL	09/09/2022	2,257.24
			Total for Department: 102 Electric Production	3,335.79
Department: 104 Electric Distribution				
10091	Albers Fire Prot. Equipment Inc	FIRE EXTINGUISHER INSPECTION & TAGGED	09/09/2022	231.75
10092	Altec Industries Inc	Forestrv Truck per as description attached	09/09/2022	166,624.00
10094	Ameren Illinois	EVERGREEN CT ST LITE	09/09/2022	53.30
10115	D & R Cleaning Equipment Inc	PARTS TO FIX POWER WASHER	09/09/2022	34.90
10122	EDWARDSVILLE MACHINE & WELDING C	LABOR TO REBUILD CYLINDER FOR MINI- E	09/09/2022	197.00
10132	Huels Oil Co	AUGUST DIESEL FUEL	09/09/2022	2,545.72
10159	Mike Odorizzi	POLE TESTING 8/1 TO 8/31	09/09/2022	1,530.00
10160	O'Reilly Automotive Inc.	1 OTY MINI BULB - DODGE 1500	09/09/2022	131.87
10165	Power Line Supply	LNW-7-3X CONDUIT RISER BRACKET 3"	09/09/2022	3,748.10
10208	WEX BANK	AUGUST FUEL	09/09/2022	557.87
			Total for Department: 104 Electric Distribution	175,654.51
			Total for Fund:101 Electric Fund	189,040.76
Fund: 111 FTTP Fund				
Department: 111				
ACH PAID	USAC BILLING & DISBURSEMENT	SUPPORT MECHANISM CHARGES	09/07/2022	1,077.15
10095	Aramark Uniform Services	RUG SERVICE	09/09/2022	193.83
10097	BALLY SPORTS ST. LOUIS	AUGUST VIDEO CONTENT FEED	09/09/2022	9,624.08
10098	BARNETT PEST SOLUTIONS	BI-MONTHLY COMMERCIAL PEST CONTROL - HCS	09/09/2022	50.00
10102	CALIX INC	763GX ONT	09/09/2022	13,050.46
10106	City Of Highland	AUGUST CENTRAL PURCHASING	09/09/2022	10.43
10128	GRAY MEDIA GROUP LLC	AUGUST SUBSCRIBERS - KMOV-D3	09/09/2022	8,719.20
10129	GREAT LAKES DATA SYSTEMS	2 OTY LASER RETURN WINDOW ENVELOPE	09/09/2022	1,910.07
10132	Huels Oil Co	AUGUST DIESEL FUEL	09/09/2022	410.32
10136	Journal Printing	COLOR STICKY NOTES	09/09/2022	91.65
10137	KEYSTONE BONDING & SURETY AGENCY	FINANCIAL GUARANTEE BOND ALLOWING PRINCIPAL TO PLACE CATV EQUIP	09/09/2022	100.00
10138	KGP Logistics Inc	40' SMF-28 U Bend Simplex Indoor/Outdoor 4 8mm 444401UR43F040F	09/09/2022	1,045.84
10152	Missouri Network Alliance LLC	DATA CONTENT FEE	09/09/2022	18,164.83
10154	NEXSTAR BROADCASTING, INC.	AUGUST VIDEO CONTENT FEE - KPLR-CW	09/09/2022	7,205.45
10160	O'Reilly Automotive Inc.	1 OTY TRACTOR WHL. 1 OTY STUD EXTRACT - OLD HCS BUCKET	09/09/2022	43.55
10177	SINCLAIR TELEVISION GROUP, INC.	AUGUST SUBSCRIBER COUNTS	09/09/2022	4,100.99
10180	SUMNER ONE, INC	COPIES/LEASE USAGE -HCS	09/09/2022	136.48
10201	Highland Communication Services	HCS SERVICE - COH HCS	09/09/2022	416.00
10202	LEWIS BRISBOIS BISGAARD & SMITH LLP	JULY 2022 RETAINER INVOICE	09/09/2022	315.00
10206	THRYV, INC	MONTHLY PHONE LISTING	09/09/2022	54.29
10208	WEX BANK	AUGUST FUEL	09/09/2022	-13.96
			Total for Department: 111	66,705.66
			Total for Fund:111 FTTP Fund	66,705.66
Fund: 201 Water Fund				
Department: 000 Balance Sheet Accounts				
10210	City of Highland	Refund Check 006263-000	09/09/2022	823.40
			Total for Department: 000 Balance Sheet Accounts	823.40
Department: 201 Water Admin				
10111	Cooperative Response Center, Inc	BASE FEE AUG/SEPT.CRC AGENT. FRNTEND GREETING.CRCLINK USER LICEN	09/09/2022	842.30
10202	LEWIS BRISBOIS BISGAARD & SMITH LLP	JULY 2022 RETAINER INVOICE	09/09/2022	140.00
10204	SPRINGBROOK HOLDING COMPANY LLC	CIVICPAY TRANSACTION FEE	09/09/2022	1,190.20
10205	Third Millennium Assoc Inc	UTILITY BILL RENDERING	09/09/2022	297.42
			Total for Department: 201 Water Admin	2,469.92
Department: 202 Water Production				
10106	City Of Highland	AUGUST CENTRAL PURCHASING	09/09/2022	117.90
10112	Corsair Controls Inc	Service Call - Booster Station	09/09/2022	360.00
10114	Curry & Associates Engineers Inc	Reconstruction of Old Highland City Lake Spillway - Design	09/09/2022	3,978.91
10127	Grainer	Cartridge, Yellow, Bayonet, 2 pack	09/09/2022	2,192.95
10131	Tony Hempen	SWCSPOA	09/09/2022	15.00
10139	Korte & Luitjohan Contr Inc	Work at WTP - 4-13-22 For Backwash Pump #1	09/09/2022	2,293.81
10188	USA Blue Book	Hach items	09/09/2022	362.70
10208	WEX BANK	JULY FUEL	09/09/2022	240.88
			Total for Department: 202 Water Production	9,562.15
Department: 203 Water Distribution				
10091	Albers Fire Prot. Equipment Inc.	20 inspected & tagged portable ABC Fire Extinguishers.&ReCharge.	09/09/2022	93.87
10096	Aviston Lumber Company	4x4, 2x4, 1x4 - Pine	09/09/2022	113.56
10132	Huels Oil Co	AUGUST DIESEL FUEL	09/09/2022	600.31
10135	JANSEN CHEVROLET	2008 Ford 550 - #19 - Inspection	09/09/2022	61.50
10143	London Shoe Shop	SAFETY BOOTS - DALE JONES	09/09/2022	418.40
10145	Luby Equipment Services	Key Bucket, Toothrt, Tooth Bucket,	09/09/2022	191.26
10150	Midwest Municipal Supply Inc	10" FLG x MJ OL Gate Valve	09/09/2022	1,670.26
10170	Redina Tire & Battery Inc	Truck 19 - 6 Tires 225/75R19.5	09/09/2022	714.48
10172	Schulte Supply Inc	Blue Marking Paint, Sewer Spade, 7/8" Rex Deep Socket	09/09/2022	1,682.84
10183	Teklab Inc	Coliform, Total Membrane Filter	09/09/2022	240.50
10192	Woody's Municipal Supply	#48 Repair, Labor and parts	09/09/2022	505.44
10208	WEX BANK	AUGUST FUEL	09/09/2022	1,675.15
			Total for Department: 203 Water Distribution	7,967.57
			Total for Fund:201 Water Fund	20,823.04
Fund: 301 Sewer Fund				
Department: 301 Sewer Admin				
10106	City Of Highland	AUGUST CENTRAL PURCHASING	09/09/2022	15.30
10111	Cooperative Response Center, Inc	BASE FEE AUG/SEPT.CRC AGENT. FRNTEND GREETING.CRCLINK USER LICEN	09/09/2022	842.30
10204	SPRINGBROOK HOLDING COMPANY LLC	CIVICPAY TRANSACTION FEE	09/09/2022	1,190.20
10205	Third Millennium Assoc Inc	UTILITY BILL RENDERING	09/09/2022	297.42
			Total for Department: 301 Sewer Admin	2,345.22
Department: 303 Sewer Collection				
10091	Albers Fire Prot. Equipment Inc.	20 inspected & tagged portable ABC Fire Extinguishers.&ReCharge.	09/09/2022	93.88

10096	Aviston Lumber Company	4x4, 2x4, 1x4 - Pine	09/09/2022	113.56
10106	City Of Highland	AUGUST CENTRAL PURCHASING	09/09/2022	242.53
10114	Curry & Associates Engineers Inc	CIPP Sewer Rehabilitation 2022	09/09/2022	770.16
10132	Huels Oil Co	AUGUST DIESEL FUEL	09/09/2022	600.33
10135	JANSEN CHEVROLET	2019 Ford 550 - #716- Inspection	09/09/2022	61.50
10143	London Shoe Shop	SAFETY BOOTS - TORRE RUTZ	09/09/2022	418.40
10145	Luby Equipment Services	Flare Tooth, Corner Flared Tooth, Deltawing Flexin -	09/09/2022	191.26
10150	Midwest Municipal Supply Inc	10" FLG x MJ OL Gate Valve	09/09/2022	1,670.27
10170	Reding Tire & Battery Inc	Truck 19 - 6 Tires 225/75R19.5	09/09/2022	714.48
10178	SPECTRA TECH LLC	Manhole Frame and Covers	09/09/2022	960.00
10192	Wood's Municipal Supply	#48 Repair, Labor and parts	09/09/2022	505.44

Total for Department: 303 Sewer Collection 6,341.81

Department: 304 Water Reclamation Facility

10091	Albers Fire Prot Equipment Inc	22 inspected & tagged portable ABC Fire Extinguishers.	09/09/2022	187.00
10106	City Of Highland	AUGUST CENTRAL PURCHASING	09/09/2022	3.98
10120	Durkin Equipment Co Inc	Instrumentation Services, Annual Calibration of Flowmeters	09/09/2022	480.00
10133	Illinois Electric Inc	Adjustable Aluminum Gantry Crane w/ hoist & trolley	09/09/2022	8,401.60
10161	Pace Analytical Services Inc	Wet Test	09/09/2022	895.95
10183	Teklab Inc	HWRF Monthly Sampling - Nitrogen.... Total Kieldahl Nitrogen ..	09/09/2022	50.00
10208	WEX BANK	JULY FUEL	09/09/2022	709.59

Total for Department: 304 Water Reclamation Facility 10,728.12

Department: 305 WRF Pretreatment

10107	KIMBERLY A COLE	Permit, Enforcement Review & Communication, Data Entry.Meeting	09/09/2022	5,691.25
10188	USA Blue Book	Hach IntellICAL LBOD Probe	09/09/2022	1,439.73

Total for Department: 305 WRF Pretreatment 7,130.98

Total for Fund:301 Sewer Fund 26,546.13

Fund: 401 Ambulance Fund

Department: 401 Ambulance Fund

10089	AIR CLEANING TECHNOLOGIES, INC	1 OTY OS3 CONTOL BOX- FRONT COVER DECAL/MEMBRANE	09/09/2022	119.50
10090	Airgas USA,LLC	OXYGEN	09/09/2022	233.93
10093	AMAZON CAPITAL SERVICES	4 OTY 3PK SUPERSHIELDZ FOR APPLE IPAD 10.2 INCH	09/09/2022	27.96
10099	Bound Tree Medical, LLC	EMS SUPPLIES	09/09/2022	697.30
10106	City Of Highland	AUGUST CENTRAL PURCHASING	09/09/2022	146.78
10108	COMMERCIAL ACCEPTANCE CO	JULY COLLECTION AGENCY DUES	09/09/2022	324.54
10118	Dell Marketing L P	1 OTY DELL LATITUDE 5430 RUGGED - LABTOP POLICE CAR	09/09/2022	37.99
10132	Huels Oil Co	AUGUST DIESEL FUEL	09/09/2022	3,349.07
10174	LYLE SHAFER	ASSORTED COOKIES	09/09/2022	72.00
10187	U.S. BANK EQUIPMENT FINANCE	COPIER LEASE/USAGE	09/09/2022	168.72
10208	WEX BANK	AUGUST FUEL	09/09/2022	53.46

Total for Department: 401 Ambulance Fund 5,231.25

Total for Fund:401 Ambulance Fund 5,231.25

Fund: 713 Solid Waste Fund

Department: 713 Solid Waste Fund

10204	SPRINGBROOK HOLDING COMPANY LLC	CIVICPAY TRANSACTION FEE	09/09/2022	595.10
10205	Third Millennium Assoc Inc	UTILITY BILL RENDERING	09/09/2022	297.42

Total for Department: 713 Solid Waste Fund 892.52

Total for Fund:713 Solid Waste Fund 892.52

Grand Total 486,405.92

Accepted by City Council September 19, 2022

Mayor: _____ Clerk: _____