

**AGENDA  
REGULAR SESSION  
HIGHLAND CITY COUNCIL  
HIGHLAND AREA SENIOR CENTER  
187 WOODCREST DRIVE  
MONDAY, MAY 20, 2024  
6:30 PM**

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

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

**MINUTES:**

- A. **MOTION** – Approve Minutes of May 6, 2024 Regular Session (attached)

**PUBLIC FORUM:**

- A. Citizens' Requests and Comments:

1. 2024 Kirchenfest – Special Event Application – Katrina Hodous, General Chairman (attached)
2. Extension of Power in Garden at Glik Park – Nancy Hediger, Highland Garden Club (attached)

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

- B. Requests of Council:

- C. Staff Reports:

**NEW BUSINESS:**

- A. **MOTION** – Approve Mayor's Reappointment of Steven Aebischer to the Liquor Control Commission (attached)

- B. **MOTION** – Approve Mayor's Reappointment of Lee Rinderer to the Police and Fire Commission (attached)

- C. **MOTION** – Award Bid #E-03-24, for the Purchase of 3 Phase Pad-Mount Transformers (attached)

- D. **MOTION** – Bill #24-62/RESOLUTION Authorizing The Sole Source Purchase of Seven Filter Flow Transmitters From R.E. Pedrotti, Inc. for \$38,316.00, and Waiving Customary Bidding Procedures (attached)

- E. **MOTION** – Bill #24-63/RESOLUTION Approving and Authorizing The City of Highland's Approval Of Agreement With The Madison County Agency For Community Transit For Community Action Grant Funding In The Amount of \$13,500.00 to Reseal The Shared Use Paths From U.S. Hwy. 40 to State Route 143 (attached)

**Continued**

- F. **MOTION** – Bill #24-64/ORDINANCE Authorizing the Execution of a New Power Sales Contract and a New Capacity Purchase Agreement With The Illinois Municipal Electric Agency for the Delivery Period Commencing October 1, 2035 (attached)
- G. **MOTION** – Bill #24-65/RESOLUTION Approving Stipulation Between City of Highland and Highland Medical Building Partners, LLC for the Valuation of Property located At 208 Flax Drive (attached)
- H. **MOTION** – Bill #24-66/RESOLUTION Authorizing City to Enter into a Mutual Aid Agreement with RuralMed EMS NFP (attached)

**REPORTS:**

- A. **MOTION** – Accepting Expenditures Report #1266 for May 4, 2024 through May 17, 2024 (attached)

**EXECUTIVE SESSION:**

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

**ADJOURNMENT:**



Anyone requiring accommodations, provided for in the Americans with Disabilities Act (ADA), to attend this public meeting, please contact Jackie Heimburger, ADA Coordinator, by 9:00 AM on Monday, May 20, 2024.

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

**Directions for Public Monitoring of Highland City Council Meetings:**

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

**618-882-5625**

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

**Conference ID #: 867900**

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

**Note:** This is for audio monitoring of the meeting, only. Anyone dialing in will not be able make comments.

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

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

CITY OF HIGHLAND-SPECIAL EVENT APPLICATION

Name of Event: St. Paul Kirchenfest

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

Description of Event: Large Festival- Family Event with food, fun, entertainment  
Bike Race, Run (10K, 5K, 2K), Chicken dinner, flea market, raffle,  
live auction and games. See attached.

Location of Event: Ground of St. Paul Church - 1411 Main St. Highland  
surrounding city streets

Sponsoring Organization/Individual: St. Paul Catholic Church

Event Responsible Party: Fr. Pat Jakel  
Address: 1411 Main Street Highland, IL 62249  
Phone(s): 618-654-2339  
Email: p.jakel@stpaulhighland.org

Date(s) of Set-up: Monday, August 19, 2024 - Friday, August 23, 2024

Event Date(s) / Times: Friday, Aug 23 5pm- Midnight; Saturday Aug 24 7am-Mid  
Sunday, Aug 25 7am - 8:30pm

Date(s) of Tear-down: Monday August 26, 2024

Expected Attendance: 15,000+

Alcohol License Required:  Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, application submitted: \_\_\_\_\_ Yes \_\_\_\_\_  No Submitting by 6/1

Sound Amplification System utilized:  Yes \_\_\_\_\_ No (Only available for the Square)  
If yes, hours of operation: same as event time

Funding request of the Council: \_\_\_\_\_ Yes \_\_\_\_\_  No

Amount requested: \$ \_\_\_\_\_

Purpose for Funding: \_\_\_\_\_

Street Dept: Signage, Barricades, Street Closures (Specify): See attached

Electric Dept: Electrical Service, Lighting (Specify): See Attached

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

See Attached

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

N/A

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

See Attached

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

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

**Specify Special Event or Ongoing Event (as defined above)** St. Paul Kirchenfest

**Specify Route Option #** See Attached (listed on attached Maps)

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

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

- Police** – Number of officers needed for Event same as 2023
- EMS** – Number of Emergency Medics needed for Event \_\_\_\_\_
- Fire** – Number of Firefighters needed for Event \_\_\_\_\_

**Application Checklist (Attachments):**

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

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

*Tr. Paul H. Ginkel*

\_\_\_\_\_  
**Event Sponsor Responsible Party**

*5-15-24*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
**City Manager**

\_\_\_\_\_  
Date

**Memo to:** Mayor Hemann, City Council Members  
**From:** Highland Garden Club  
**Date:** May 15, 2024  
**Subject:** Extension of power in our Garden at Glik Park

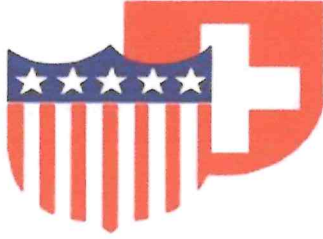
Dear Mayor and City Council members, as many of you may know the Garden Club has been providing volunteer services to the city for over 22 years now. We maintain Lilas Garden on Lindenthal and the garden/Labyrinth located in Glik Park by the Korte Recreation Center.

Recently we were gifted approximately \$8,000.00 worth of LED accent lights from Trimlight in St. Louis. Included in the gift was their installation of the provided lights, unfortunately since there are not currently any outlets near the lights that are installed on the structures within the garden, we are currently using extension cords running across the lawns to provide power. This is of course only a temporary solution and we would like to have permanent power installed for these new lights. We contacted Dan Cook at the Electric Department and he provided us with a quotation for \$8,059.30 to provide the extension of electric source within the garden areas for us. (See attached quotation)

We are asking that you consider waiving the charges for the installation of this electrical extension both on the basis that it is actually for the ultimate benefit of the city and Rec Center facility along with the fact that we are a volunteer organization and our work benefits the entire community. It has been 10 years since we have made a request like this.

Thank you for your consideration.

*Nancy Hediger  
Project W. Auditor*



# City of Highland

## Department of Light and Power

**NAME** Garden Club      **DATE** 5/7/2024      **Phone:**  
**CLAIM #**      **LOCATION** Korte Rec Center  
**DESCRIPTION** Trench UG Electric

**Straight Time**

Number of Linemen       4       |       16       Hrs. x \$ 71.95 per hr. =       \$4,604.80      

**Overtime**

Number of Linemen                    |            Hrs. x \$ 100.79 per hr. =           \$0.00          

**Sunday/Holiday**

Number of Linemen                    |            Hrs. x \$ 129.63 per hr. =           \$0.00          

**Equipment**

Bucket Truck	<u>      16      </u>	Hrs. x	\$	41.50 per hr.	=	<u>      \$664.00      </u>
Digger Derrick	<u>      16      </u>	Hrs. x	\$	48.50 per hr.	=	<u>      \$776.00      </u>
Trencher	<u>      8      </u>	Hrs. x	\$	41.00 per hr.	=	<u>      \$328.00      </u>

**List of Major Material**

Pole (size & class)	<u>          </u>	Qty	x		=	
Pole (size & class)	<u>          </u>	Qty	x	\$	=	<u>      \$          -      </u>
Pole (size & class)	<u>          </u>	Qty	x	\$	=	<u>      \$          -      </u>
1' Roll Conduit	<u>          </u>	650 Ft	x	\$	=	<u>      \$      734.50      </u>
#4 UG Sec Cable	<u>          </u>	250 Ft	x	\$	=	<u>                      </u>
#10 CU Conductor	<u>          </u>	500 Ft.	x	\$	=	<u>      \$      130.00      </u>
Misc. Material	Hand Hole Boxes	2	x	\$411.00	=	<u>      \$      822.00      </u>
Total						<u>      \$8,059.30      </u>

Signature: \_\_\_\_\_



**Lora Tebbe**

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**From:** Shanda E. Gabriel <shanda\_gabriel@uscco.com>  
**Sent:** Tuesday, May 7, 2024 7:42 AM  
**To:** Lora Tebbe  
**Subject:** RE: [EXTERNAL] quote please

Perfect.

Looks like there are two reels of 3,000ft that we can sell at this cost. Also just got the pricing back on the wire. Let me know if you have any questions 😊

VASSAR13-NS  
Unit Price: \$1.15/FT  
Qty: 250ft  
Lead Time: 1 week

*UG Triplex*

10NO11 (10Str THHN Blk)  
Unit Price: \$.26/FT  
Qty: 500ft (1 reel)  
Lead Time: 1 week

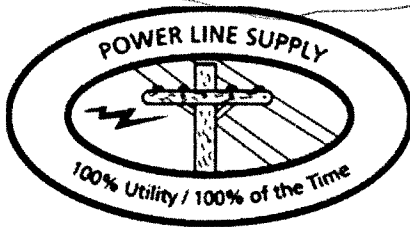
*Copper  
conductor*

BDI215BKRI-T10 (Duct 2in Sch 40 HDPE Blk Ribbed T10)  
Unit Price: \$1.13/FT for 3,000ft reel  
Unit Price: \$.91/FT for 6,000ft total

~~EXPLORE~~  
~~CONDUCTOR~~

Thank you!

*roll  
conduit*

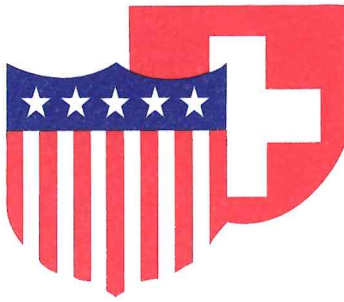


Shanda Gabriel  
Associate Account Manager  
Power Line Supply  
Mobile: 1-319-270-1956  
shanda\_gabriel@uscco.com

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**From:** Lora Tebbe <ltebbe@highlandil.gov>  
**Sent:** Tuesday, May 7, 2024 7:27 AM  
**To:** Shanda E. Gabriel <shanda\_gabriel@uscco.com>  
**Subject:** RE: [EXTERNAL] quote please

Yes that's fine



# City of Highland

**MEMO TO:** City Council Members

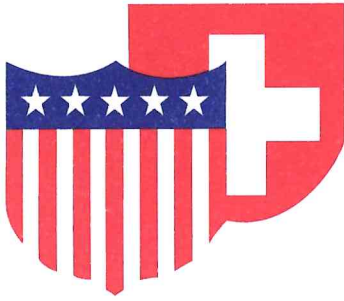
**FROM:** Mayor Kevin B Hemann

**SUBJECT:** Reappointment to Liquor Control Commission

**DATE:** May 7, 2024

The term of Mr. Steven Aebischer of the Liquor Control Commission is expiring. Mr. Aebischer has agreed to serve an additional 3-year term. Therefore, I am requesting your approval of his reappointment. If approved, his new term will expire in June 2027.

If you have any questions regarding this reappointment, please contact me prior to the City Council meeting.

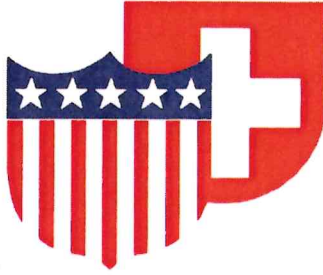


# City of Highland

**TO:** City Councilmembers  
**FROM:** Mayor Kevin B. Hemann  
**DATE:** May 7, 2024  
**SUBJECT:** Reappointment to the Police & Fire Commission

The term of Lee Rinderer on the Police & Fire Commission will expire in June. Mr. Rinderer has agreed to serve another three-year term. Therefore, I ask that you approve my reappointment of Lee Rinderer. If approved, his term will expire in June, 2027.

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



# City of Highland

## Department of Light and Power

**Memo to:** Chris Conrad, City Manager  
**From:** Dan Cook, Director of Light & Power  
**Date:** May 15, 2024  
**Subject:** Award for Purchase of 3 Phase Pad Mount Transformers, NOML #E-03-24

### RECOMMENDATION

I recommend that you seek council approval to issue a purchase order to WESCO for \$220,008.00 for the transformers listed in the detailed bid (attached).

### DISCUSSION

We had four different distributors submit bids, two of which submitted multiple bids from different manufacturers, representing a total of 4 different manufacturers including one from South Korea. The lead times of the quoted transformers range from a minimum of 24 weeks to a maximum of 92 weeks ARO. After careful review and evaluation, although my recommendation is not the lowest priced, (this bid is \$26,158.62 or 13% more than the lowest bidder) I feel that with the dire transformer situation that the country is currently facing, and the current need for a transformer at St. Paul's School for their newly acquired central air system, we should purchase the transformers from WESCO, who are providing transformers from Hitachi (ABB) which are manufactured in Jefferson City, Missouri. Selecting the actual lowest bidder would nearly triple the delivery time, changing the expected delivery date from December 2024 to February of 2026. Based upon the information currently available and the lead times the industry is experiencing, I recommend we purchase these transformers as quoted. **Please be aware that pricing is subject to change based upon transformer material costs at the actual time of manufacture. Delivery dates may also vary depending on work force factors.** The above comments regarding cost variance and timing are currently standard in the industry and if we do not move forward with this purchase, there is a chance we may become hostages to transformer shortage issues suffered by many in the industry today.

### FISCAL IMPACT

These transformers will be charged to GL#101-104-5-540-20. Although I have not specifically budgeted this purchase under the current fiscal year, we do have \$400,000 budgeted for transformers that we ordered in January of 2023 and they are projected to be delivered this fiscal year however we still have transformers that were ordered from the same company in December of 2021 that were supposed to be delivered by October of 2022 and are still not here so there is no telling when any transformer will truly hit our budget and we have funding allocated every fiscal year in our 5 year projection.

### CONCURRENCE

Recommended by:   
Daniel Cook, Director of Light & Power

Approved by:   
Chris Conrad, City Manager

**CITY OF HIGHLAND  
BID TABULATION SHEET**

BID OPENING:

Date: May 7, 2024

BID #: E-03-24

Time: 10:00 a.m.


Item/Project Description: Purchase of

Place: City Hall

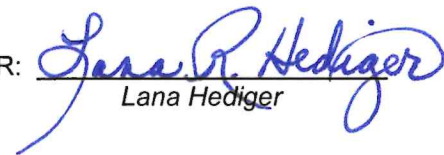
3-Phase Pad Mount Transformers

Item / Proposal Description	(Howard) Graybar Jefferson City, MO	(Howard) Fletcher Reinhardt Co. Bridgeton, MO	(WEG) Fletcher Reinhardt Co. Bridgeton, MO	(WEG) Power Line Supply Reed City, MI	(Seti) Power Line Supply Reed City, MI	(Hitachi) Wesco Mattoon, IL
300 kVa Pad Mount 480/277 Base	\$51,344.68	\$51,883.80	\$35,099.83	\$35,108.00	\$33,578.00	\$38,779.00
300 kVa Pad Mount 480/277 Evaluated	\$56,094.28	\$56,633.40	\$40,051.33	\$37,602.50	\$38,301.80	\$43,392.80
300 kVa Pad Mount 208/120 Base	\$51,275.53	\$51,813.93	\$37,874.40	\$37,884.00	\$35,834.00	\$38,821.00
300 kVa Pad Mount 208/120 Evaluated	\$56,060.53	\$56,598.93	\$42,785.10	\$40,142.70	\$40,612.70	\$43,428.20
75 kVa Pad Mount 240/120 Base	\$23,930.85	\$24,182.13	\$23,310.30	\$23,317.00	\$25,195.00	\$30,024.00
75 kVa Pad Mount 240/120 Evaluated	\$25,502.85	\$25,754.13	\$24,901.20	\$24,907.90	\$26,728.90	\$31,486.50
300 kVa Pad Mount 240/120 Base	\$51,396.81	\$51,936.48	\$36,380.15	\$36,390.00	\$35,278.00	\$43,539.00
300 kVa Pad Mount 240/120 Evaluated	\$56,279.61	\$56,815.68	\$41,271.95	\$38,733.80	\$40,047.70	\$47,997.50
<b>Delivery Time</b>	52 weeks	52 weeks	90-92 weeks	90-92 weeks	90-92 weeks	24-26 weeks

BID OPENER:

  
Dan Cook

BID RECORDER:

  
Lana Hediger

**City of Highland, Illinois**

Electric Department



**BID #E-03-24**

**PURCHASE OF 3-PHASE PAD MOUNT TRANSFORMERS**

**Tuesday, May 7, 2024  
City Hall  
1115 Broadway  
Highland, Illinois**

**Approved by: \_\_\_\_\_ Date: \_\_\_\_\_**

Bid submitted by:

Wesco  
1100 Old State Rd E  
Mattoon, IL 61938

**NOTICE OF MUNICIPAL LETTING  
CITY OF HIGHLAND, ILLINOIS**

**NOML E-03-24  
Purchase of 3-Phase Pad Mount Transformers**

The City of Highland will accept bids until 10:00 A.M. CST on Tuesday, the 7<sup>th</sup> of May 2024 at City Hall located at 1115 Broadway, Highland, Illinois at which time they will be publicly opened and read. After tabulation and review, bids will be presented to the City Council at its regular meeting scheduled for May 20<sup>th</sup>, 2024 for consideration. If there are any questions concerning this solicitation, please contact Mr. Dan Cook, Director of Electric at (618) 654-7511.

Bids shall be submitted in an opaque, sealed envelope containing the bidders name and address and labeled "Sealed Bid, E-03-24, Purchase of 3-Phase Pad Mount Transformers" Facsimile bids are not acceptable.

The city of Highland reserves the right to reject any and all, or any part of bids, and to waive any informality therein and to make the award in the best interest of the City. The bid prices shall remain valid and no participating party may withdraw his bid for at least thirty (30) days after the established deadline for receipt of bids.

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

Certificates of Non-Delinquency of Taxes, Compliance and the "Hold Harmless Agreement" forms will be requested from the successful bidder once the bid is awarded.

**BASIS FOR BID**

The bid shall include all labor, plant, material, delivery to City of Highland Electric Building and other costs required to provide up to 6 assorted 3 – phase distribution transformers, types, sizes and quantities as detailed in the attached specification sheets. The bid price will include all discounts, preparation costs and all other charges or credits. DO NOT include taxes in the bid price. The city of Highland is exempt from Federal Excise, Transportation, and State Sales Taxes.

**BASIS FOR CONTRACT AWARD**

Bid submissions will be evaluated and compared to the specifications provided by the city. Both cost and delivery date will be considered when awarding this purchase. The lowest responsible and responsive bid that meets the provided specifications shall be deemed the successful bidder and the contract will be awarded to that bidder (subject to City Council approval).

**BASIS OF PAYMENT**

Payment will be made only after all materials are received and accepted, as specified, and within 30 days of receipt of invoice for the same.

Proposals received after 10:00 A.M. CST, May 7<sup>th</sup>, 2024 will not be accepted and will be returned to the proposer unopened. The City of Highland reserves the right to reject any and all responses and waive minor irregularities. No proposal may be withdrawn for a period of thirty (30) days.

By the order of the Mayor and City Council

Chris Conrad, City Manager

City of Highland  
"Sealed Bid, E-03-24, Purchase of 3-Phase Pad Mount Transformers"  
Attn: Daniel Cook, Director of Electric  
1115 Broadway  
PO Box 218  
Highland, Illinois 62249



## Bid Summary Sheet

**Note: This sheet must be filled out and submitted along with the supporting individual proposal forms for each transformer size and form. Cost entered below should be for 1 transformer of each size and voltage not total quantities.**

Transformer size and voltage	300 kVA Pad mount 480/277	300 kVA Pad mount 208/120	75 kVA Pad mount 240/120	300 kVA Pad mount 240/120
Base Price	38,779	38,821	30,024	43,539
Evaluated Cost	43,392.80	43,428.20	31,486.50	47,997.50

If your proposal requires the purchase of all transformers quoted, please indicate that on your bid. The city will evaluate each size and voltage separately and will possibly issue several purchase orders to several vendors based upon which offers the best proposal for each transformer. If you would like to provide a discounted price if all of the transformers are ordered from one vendor, please do so and indicate that is a requirement for the lower pricing.

## CITY OF HIGHLAND

2610 Plaza Drive  
Highland, IL 62249

Phone (618) 654-7511  
Fax (618) 654-1901

### PAD MOUNTED DISTRIBUTION TRANSFORMER SPECIFICATIONS (LOOP FEED OPERATION)

THREE PHASE PAD MOUNTED TRANSFORMER - This specification covers the electrical characteristics and mechanical features of a new, three phase, 60 HZ, mineral-oil filled, self-cooled, pad mounted type distribution transformer of the sizes and voltages included on the attached Quote Forms.

A. General Electrical and Mechanical Features:

1. New
  2. Three-phase, 60 HZ
  3. Mineral-oil filled
  4. Self-cooled
  5. Pad-mounted distribution type
  6. Primary voltage (13,200V, 3W, DELTA), with taps.
  7. Primary and secondary windings shall be copper.
  8. Transformer shall be suitable for connection to a 7,620/13,200V WYE, multigrounded distribution system.
  9. Secondary voltages and winding configuration: as listed on attached bid sheets
  10. Manufacturer's standard impedance
  11. The transformer shall meet all applicable requirements of ANSI - C57.12.26 except as otherwise specified herein.
  12. The maximum temperature rise above ambient at 100% KVA load shall not exceed 65 degrees C.
- B. The primary connection shall be dead front and shall consist of six (6) super-close, one piece, 200 Amp, load break bushings and wells (6 bushings per transformer to be included) suitable for loop feed operation.
- C. Cable accessory parking stands shall be located adjacent to the bushing wells with a minimum of 5 inches from the center line of the bushing to the center line of the parking stand.
- D. The transformers shall be equipped with two 2-1/2% taps above and below normal and externally operable no-load tap changer with the handle located in the primary compartment. Tap changer switch handle shall have provision for locking in all positions.
- E. The transformer windings shall be protected by three (3) dual sensing Bay-O-Net type

fuses located in the primary compartment. All Bay-O-Net fuseholders shall be provided with plastic spill pans. The transformer shall include one (1) set of spare fuses.

- F. The transformers shall be equipped with an automatic pressure relief device.
- G. The transformers secondaries shall have the secondary neutral brought out in the secondary compartment through a fully insulated bushing ("XO") and equipped with a removable full ampacity ground strap.
- H. The four (4) low voltage bushings shall be fitted with appropriately sized spade type terminals. Secondary bushing spades shall be designed in a staggered arrangement with a minimum of 5 1/2" horizontal clearance between spades and 3 3/4" clearance from any sidewall.
- I. The transformers shall be equipped with a minimum of two (2) two-hole NEMA ground pads located in the lower portion of the compartments, one in the primary compartment and one in the secondary compartment.
- J. Ground pads shall be 1/2 inch 13NC tapped holes, 7/16" deep. Ground pads shall be capped before painting.
- K. The transformers shall be fitted with a one-inch upper filter press and filling plug or cap and a one-inch drain valve with built-in sampling device. Such drain valves shall be located at the bottom of the low voltage compartment.

Transformer Termination Compartment Construction Requirements:

1. The transformer shall be of compartmental type construction with completely separate compartments for both the primary and the secondary.
2. The primary and secondary compartments shall be side by side, with the secondary compartment on the right side when facing the transformer front compartment.
3. The primary and secondary compartments shall be completely enclosed with removable front sills and doors.
4. The high voltage compartment door shall be of the interlock type and shall be secured by a 1/2 in. stainless steel pentahead bolt held in the center frame which is accessible only after the low voltage door is opened.
5. The low voltage compartment door shall include a handle with a two (2) point locking arrangement equipped with provisions for pad-locking. The secondary compartment door handle to include a spring loaded captive stainless steel pentahead bolt which will require loosening of the bolt to permit operation of the handle.

6. An instruction nameplate shall be located on the inside of the low voltage compartment and will clearly indicate the following:
  - a. The connection diagram.
  - b. The location of the protective devices.
  - c. Primary tap ratings.
  - d. All other pertinent information related to the unit.
7. Stainless steel is to be used for all metal in contact with the foundation (sill, side panels, and false bottom of tank area). All exposed hardware shall be stainless steel.
8. Manufacturer must furnish certification that the transformer will meet ANSI Standard on enclosure security standards.
- L. The transformer tank shall include a fully gasketed cover that is fully detachable for access to the interior of the tank. It shall have a wrap-around guard that is removable only when the compartment doors are opened and shall enclose the tank cover nuts.
- M. The transformer shall be equipped with lifting lugs or other suitable means for safely lifting the unit.
- N. Each transformer shall meet, or exceed, Western Underground Committee Guide 2-13 for security and tamper-resistant operation.
- O. The transformer shall be provided with all required safety stickers and warning labels.
- P. The transformer coating shall meet the latest EEI finishing guidelines for pad mounted equipment and the successful vendor must provide certified test reports insuring this requirement is met.

Color shall be Munsell No. 7 OGY 3.29/1.5 (Ameritech Telephone Green).

The manufacturer must furnish certification that the transformer will meet ANSI Standard C57.12.29-1988 on finish.

Outside shall be labelled with Transformer size (KVA) and primary and secondary voltages.

- Q. Vendors shall complete the Bid Forms for the transformer, as attached. The successful vendor shall provide certified test reports, which shall include core and winding losses, on the transformer supplied under this quote. The final payment for transformers not meeting the guaranteed loss values shall be adjusted accordingly. The loss penalty shall be as follows:

No Load Loss at \$3300.00/KW  
Load Loss at \$1200.00/KW

- R. Manufacturers are to submit certification that the transformer does not contain any measurable concentrations of PCBs.
- S. The transformer shall be delivered on an open type flat bed trailer. Forty-eight (48) hour notice is required prior to delivery by calling the City of Highland Utilities Dept. at (618) 654-7511 between the hours of 8:00 a.m. and 3:00 p.m. weekdays.

## TRANSFORMER EVALUATION INFORMATION

The transformer evaluation will be based on the present value cost as determined by the following formulas:

$$\text{Cost of Core Loss} = \text{No Load Loss (KW)} \times \$3300.00$$

$$\text{Cost of Winding Loss} = \text{Load Loss (KW)} \times \$1200.00$$

Load loss is to be determined at 100% of transformer KVA rating.

Present value cost of transformer = Quote price + Present value of Core Loss + Present value of Winding Losses.

Vendors are expected to complete the attached Quote Form, provided herein, for each transformer. If attached Quote Form is not provided with the Vendors quote, the quote will be deemed as non-compliant and will be rejected.

The City retains the right to select to select the Bid which represents the best value for the City of Highland.

**CITY OF HIGHLAND, IL  
TRANSFORMER BID PROPOSAL FORM  
FORM NO. 1**

Transformer Type: 3 PH Pad Mounted  
Quantity: 2  
Type: NEW  
Transformer KVA: 300  
Primary Voltage: 13.2 kV, 3W, DELTA  
Secondary Voltage: 120/208 Volts, 4W, WYE  
Guaranteed core loss: 434.3 kW (at 0% load)  
Guaranteed winding loss: 2645 kW (at 100% load)  
Guaranteed total loss: 3079.3 kW

PVCL = Present Value of Core Losses

$$= \underline{434.3} \text{ kW} \times \$3,300/\text{kW} = \$ \underline{1,433.20}$$

PVWL = Present Value of Winding Losses

$$= \underline{2645} \text{ kW} \times \$1,200/\text{kW} = \$ \underline{3,174}$$

Quoted Price (without escalators) = \$ 38,821 Ea.

Evaluated Cost of Transformer = Quoted Price + PVCL + PVWL

$$= \$ \underline{43,428.20} \text{ Ea.}$$

Firm Delivery after Receipt of Order 24-26 Weeks

With this Quote Form, we acknowledge receipt of "Pad Mounted Transformer Specifications" consisting of four (4) pages and "Transformer Evaluation Information" consisting of one (1) page.

<u>Michelle Holmes</u> Name (Please Print)	<u>Inside Sales Mgr</u> Title	<u>Michelle Holmes</u> Signature	<u>5/6/24</u> Date
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**\*\*Please submit proposed transformer outline drawing with general dimensions, approximate weight and designed impedance with bid.**

**CITY OF HIGHLAND, IL  
TRANSFORMER BID PROPOSAL FORM  
FORM NO. 2**

Transformer Type: 3 PH Pad Mounted

Quantity: 1

Type: NEW

Transformer KVA: 300

Primary Voltage: 13.2 kV, 3W, DELTA

Secondary Voltage: 480/277 Volts, 4W, WYE

Guaranteed core loss: 436.3 kW (at 0% load)

Guaranteed winding loss: 2645 kW (at 100% load)

Guaranteed total loss: 3081.3 kW

PVCL = Present Value of Core Losses

$$= 436.3 \text{ kW} \times \$3,300/\text{kW} = \$1,439.80$$

PVWL = Present Value of Winding Losses

$$= 2645 \text{ kW} \times \$1,200/\text{kW} = \$3,174$$

Quoted Price (without escalators) = \$ 38,779 Ea.

Evaluated Cost of Transformer = Quoted Price + PVCL + PVWL

$$= \$43,392.80 \text{ Ea.}$$

Firm Delivery after Receipt of Order 24-26 Weeks

With this Quote Form, we acknowledge receipt of "Pad Mounted Transformer Specifications" consisting of four (4) pages and "Transformer Evaluation Information" consisting of one (1) page.

Michelle Holmes  
Name (Please Print)

Inside Sales Mgr  
Title

Michelle Holmes  
Signature

5/6/24  
Date

**\*\*Please submit proposed transformer outline drawing with general dimensions, approximate weight and designed impedance with bid.**



**CITY OF HIGHLAND, IL  
TRANSFORMER BID PROPOSAL FORM  
FORM NO. 3**

Transformer Type: 3 PH Pad Mounted

Quantity: 2

Type: NEW

Transformer KVA: 75

Primary Voltage: 13.2 kV, 3W, DELTA

Secondary Voltage: 240/120 Volts, DELTA

Guaranteed core loss: 109 kW (at 0% load)

Guaranteed winding loss: 754 kW (at 100% load)

Guaranteed total loss: 923 kW

PVCL = Present Value of Core Losses

$$= \underline{109} \text{ kW} \times \$3,300/\text{kW} = \$ \underline{557.70}$$

PVWL = Present Value of Winding Losses

$$= \underline{754} \text{ kW} \times \$1,200/\text{kW} = \$ \underline{904.80}$$

Quoted Price (without escalators) = \$ 30,024 Ea.

Evaluated Cost of Transformer = Quoted Price + PVCL + PVWL

$$= \$ \underline{31,486.50} \text{ Ea.}$$

Firm Delivery after Receipt of Order 24-26 Weeks

With this Quote Form, we acknowledge receipt of "Pad Mounted Transformer Specifications" consisting of four (4) pages and "Transformer Evaluation Information" consisting of one (1) page.

Michelle Holmes  
Name (Please Print)

Inside Sales Mgr  
Title

Michelle Holmes  
Signature

5/16/24  
Date

**\*\*Please submit proposed transformer outline drawing with general dimensions, approximate weight and designed impedance with bid.**

**CITY OF HIGHLAND, IL  
TRANSFORMER BID PROPOSAL FORM  
FORM NO. 4**

Transformer Type: 3 PH Pad Mounted

Quantity: 1

Type: NEW

Transformer KVA: 300

Primary Voltage: 13.2 kV, 3W, DELTA

Secondary Voltage: 240/120 Volts, DELTA

Guaranteed core loss: 479.80 kW (at 0% load)

Guaranteed winding loss: 2396 kW (at 100% load)

Guaranteed total loss: 2875.80 kW

PVCL = Present Value of Core Losses

$$= 479.8 \text{ kW} \times \$3,300/\text{kW} = \$1,583.30$$

PVWL = Present Value of Winding Losses

$$= 2396 \text{ kW} \times \$1,200/\text{kW} = \$2,875.20$$

Quoted Price (without escalators) = \$ 43,539 Ea.

Evaluated Cost of Transformer = Quoted Price + PVCL + PVWL

$$= \$47,997.5 \text{ Ea.}$$

Firm Delivery after Receipt of Order 24-26 Weeks

With this Quote Form, we acknowledge receipt of "Pad Mounted Transformer Specifications" consisting of four (4) pages and "Transformer Evaluation Information" consisting of one (1) page.

Michelle Holmes  
Name (Please Print)

Inside Sales Mgr  
Title

Michelle Holmes  
Signature

5/16/24  
Date

**\*\*Please submit proposed transformer outline drawing with general dimensions, approximate weight and designed impedance with bid.**

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<b>To:</b>	<b>From:</b>
<b>Manufacturing: 2401, United States - Jefferson City</b>	<b>Wide Mwaka</b>
500 W Highway 94	Sales Engineer
Jefferson City	Hitachi Energy USA Inc. – ,
	Email:
Phone:	Phone:
Fax:	Fax:

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We are pleased to offer you this quote.

**Project: City of Highland / Anixter Power Solutions LLC / City of Highland-Anixter-3-Phase Pad Mount Transformers**

**General Comments and Exceptions**

- Please verify bill of materials meets customer's requirements.

Complete bid includes general notes.

Quote expires under any of the following conditions referred to the quote's date listed above:

- After 30 days.
- If the cost of any of the 5 main materials increases by more than 5%.

Notes and Exceptions:

- Field service is to be provided by others.
- ANSI/IEEE standards apply.
- Padlocks not supplied.
- Any special tools to access compartments, or operate, adjust or maintain special parts will not be supplied.

Please note:

- Quoted unit(s) as listed below. Any change in accessories and/or performance(s) may change price(s). Exception is taken to any requirement contained in a customer spec and not specifically identified above or contained in our standard product offering.
- Shipment time frame does not include time spent to design unit, send drawings for approval and received approved drawings.
- If shipments by dedicated truck are required; it must be specified in P.O.
- If dedicated truck shipment; it will be billed accordingly.
- Export crating not supplied unless listed in below bill of materials.
- This quote assumes these products will have as final destination the country specified in the request for quote. Diverting them to a different country is prohibited and it may be punishable with fines and prison by USA Federal Laws.

- **PRICE ADJUSTMENT CLAUSE (PAC)**  
\*See PAC in terms and conditions  
\*Required to be acknowledged on the issued PO

Weights:

- Core Steel - Weighted 22%\*
- Aluminum - Weighted 7%\*

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Copper - Weighted 5%\*  
Oil - Weighted 10%\*  
Fab Steel - Weighted 11%\*  
Labor - Weighted 35%\*

If the percentage change is less than +/- 2%, then no change will apply.

- Shipping terms are FCA, Jefferson City MO, Freight prepaid and allowed. DAP (customer's desired shipping location-USA mainland only) is available for an additional 3%.
- Hitachi Energy Paint system meets or exceeds all applicable industry standards with a nominal 3 mil thickness. Paint thickness is not associated with the protection quality of the finish. Paint system complies with IEEE C57.12.28.

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Item	Alt	Qty	Description	Price Each (USD)
1		2	<b>300 KVA Liquid Filled Padmounted Transformer</b> 2401 - Distribution Transformers, Jefferson City, USA (9AAE328378), PDC: 9AAC30400147, DTAN-L3S135	
2		1	<b>300 KVA Liquid Filled Padmounted Transformer</b> 2401 - Distribution Transformers, Jefferson City, USA (9AAE328378), PDC: 9AAC30400147, DTAN-L3S135	
3		2	<b>75 KVA Liquid Filled Padmounted Transformer</b> 2401 - Distribution Transformers, Jefferson City, USA (9AAE328378), PDC: 9AAC30400147, DTAN-L3S135	
4		1	<b>300 KVA Liquid Filled Padmounted Transformer</b> 2401 - Distribution Transformers, Jefferson City, USA (9AAE328378), PDC: 9AAC30400147, DTAN-L3S135	

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ITEM	QTY	kVA	EACH (USD)	NL	LL	Conductor	%Z	Unit Wt
1	2	300		434 @ 85	2645 @ 85	Al/Al	3.67	3587

ITEM	Fluid Wt
1	1360

Quoted loss values are subjected to ANSI Test Tolerances. All weights and dimensions are approximate.

**Description:**

- Type** : Liquid-Filled MTR Padmounted Transformer
- Fluid** : Mineral Oil
- Core** : Grain Oriented Steel
- Phase** : 3 Phase
- Frequency** : 60 Hz
- Average Winding Rise** : 65 °C
- Ambient Temperature** : 30 °C
- High Voltage** : 13200 Delta
- High Voltage Taps** : +2 -2 2.5%
- High Voltage BIL** : 95kV BIL
- Low Voltage** : 208Y/120
- Low Voltage BIL** : 30kV BIL
- Low Voltage Neutral** : X0 bushing with ground strap
- Feed Configuration** : Loop feed
- Color** : Bell Green (Munsell 7GY 3.29/1.5)

**Features (included in price):**

**TANK & CABINET**

- 6 parking stands
- Penta-head cabinet handle bolt
- SST hardware
- 304L Stainless Steel Tank Base
- 304L stainless steel sill and sidewalls

**GROUNDING**

- 2-hole ground pads (1 in HV and 1 in LV),

**BUSHINGS**

- Threaded stud LV bushings x 4
- ANSI C57.12.34 Fig 9&11 HV bushing pattern (minimum)
- 200 amp HV bushing wells x 6
- 4-hole NEMA spade terminals x 4
- ANSI C57.12.26 Fig 3&4a minimum stgrd LV bushing pattern

**FUSES**

- Scoop drip shield x 3
- Bayonet expulsion fuse no isolation link x 3
- Oil retaining valve on bayonet x 3
- Oil-immersed partial range current limiting fuse x 3
- Spare expulsion fuses x 3

**MONITORING**

- Pressure Relief Valve

**FITTINGS**

- |  |  |
|--|--|
|  |  |
|--|--|
- Drain valve and sampler
  - Upper Filter Press Connection (1.0" Fill Coupling)

**MARKINGS**

- Non-PCB label
- Stainless steel nameplate
- "Non-PCB" on Nameplate
- External KVA Stencil
- External Voltage Stencil
- Yellow Stenciling

**OTHER**

- 9.5" x 17.5" Tank Handhole Cover
- Mineral oil with inhibitor
- 18" deep cabinet
- DOE Efficiency (2016)

**Lead Times:**

Drawing Submittal : 4-6 Weeks after receipt of order. after receipt of order.

Orders requiring drawing approval (i.e. Approval orders): The shipping date from our Jefferson City Factory will be confirmed after we receive approved drawings back from the customer.

Orders NOT requiring drawing approvals (i.e. Firm Orders): 24-26 Weeks after the acceptance of order.

Quoted lead times are based on current production levels. Actual lead times are dependent on available production space at time of firm order entry and/or release to manufacturing.

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ITEM	QTY	kVA	EACH (USD)	NL	LL	Conductor	%Z	Unit Wt
2	1	300		436 @ 85	2645 @ 85	Al/Al	3.98	3217

ITEM	Fluid Wt
2	1193

Quoted loss values are subjected to ANSI Test Tolerances. All weights and dimensions are approximate.

**Description:**

- Type** : Liquid-Filled MTR Padmounted Transformer
- Fluid** : Mineral Oil
- Core** : Grain Oriented Steel
- Phase** : 3 Phase
- Frequency** : 60 Hz
- Average Winding Rise** : 65 °C
- Ambient Temperature** : 30 °C
- High Voltage** : 13200 Delta
- High Voltage Taps** : +2 -2 2.5%
- High Voltage BIL** : 95kV BIL
- Low Voltage** : 480Y/277
- Low Voltage BIL** : 30kV BIL
- Low Voltage Neutral** : X0 bushing with ground strap
- Feed Configuration** : Loop feed
- Color** : Bell Green (Munsell 7GY 3.29/1.5)

**Features (included in price):**

**TANK & CABINET**

- 6 parking stands
- Penta-head cabinet handle bolt
- SST hardware
- 304L Stainless Steel Tank Base
- 304L stainless steel sill and sidewalls

**GROUNDING**

- 2-hole ground pads (1 in HV and 1 in LV)

**BUSHINGS**

- Threaded stud LV bushings x 4
- ANSI C57.12.34 Fig 9&11 HV bushing pattern (minimum)
- 200 amp HV bushing wells x 6
- 4-hole NEMA spade terminals x 4
- ANSI C57.12.26 Fig 3&4a minimum stgrd LV bushing pattern

**FUSES**

- Scoop drip shield x 3
- Bayonet expulsion fuse no isolation link x 3
- Oil retaining valve on bayonet x 3
- Oil-immersed partial range current limiting fuse x 3
- Spare expulsion fuses x 3

**MONITORING**

- Pressure Relief Valve

**FITTINGS**



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- Drain valve and sampler
- Upper Filter Press Connection (1.0" Fill Coupling)

**MARKINGS**

- Non-PCB label
- Stainless steel nameplate
- "Non-PCB" on Nameplate
- External KVA Stencil
- External Voltage Stencil
- Yellow Stenciling

**OTHER**

- 9.5" x 17.5" Tank Handhole Cover
- Mineral oil with inhibitor
- 18" deep cabinet
- DOE Efficiency (2016)

**Lead Times:**

Drawing Submittal : 4-6 Weeks after receipt of order. after receipt of order.

Orders requiring drawing approval (i.e. Approval orders): The shipping date from our Jefferson City Factory will be confirmed after we receive approved drawings back from the customer.

Orders NOT requiring drawing approvals (i.e. Firm Orders): 24-26 Weeks after the acceptance of order.

Quoted lead times are based on current production levels. Actual lead times are dependent on available production space at time of firm order entry and/or release to manufacturing.

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ITEM	QTY	kVA	EACH (USD)	NL	LL	Conductor	%Z	Unit Wt
3	2	75		169 @ 85	754 @ 85	Al/Al	3	2255

ITEM	Fluid Wt
3	965

Quoted loss values are subjected to ANSI Test Tolerances. All weights and dimensions are approximate.

**Description:**

- Type** : Liquid-Filled MTR Padmounted Transformer
- Fluid** : Mineral Oil
- Core** : Grain Oriented Steel
- Phase** : 3 Phase
- Frequency** : 60 Hz
- Average Winding Rise** : 65 °C
- Ambient Temperature** : 30 °C
- High Voltage** : 13200 Delta
- High Voltage Taps** : +2 -2 2.5%
- High Voltage BIL** : 95kV BIL
- Low Voltage** : 240 Delta / 120 Tap
- Low Voltage BIL** : 30kV BIL
- Feed Configuration** : Loop feed
- Color** : Bell Green (Munsell 7GY 3.29/1.5)

**Features (included in price):**

**TANK & CABINET**

- 6 parking stands
- Penta-head cabinet handle bolt
- SST hardware
- 304L Stainless Steel Tank Base
- 304L stainless steel sill and sidewalls

**GROUNDING**

- 2-hole ground pads (1 in HV and 1 in LV)

**BUSHINGS**

- Threaded stud LV bushings x 4
- ANSI C57.12.34 Fig 9&11 HV bushing pattern (minimum)
- 200 amp HV bushing wells x 6
- 4-hole NEMA spade terminals x 4
- ANSI C57.12.26 Fig 3&4a minimum stgrd LV bushing pattern

**FUSES**

- Scoop drip shield x 3
- Bayonet expulsion fuse no isolation link x 3
- Oil retaining valve on bayonet x 3
- Oil-immersed partial range current limiting fuse x 3
- Spare expulsion fuses x 3

**MONITORING**

- Pressure Relief Valve

**FITTINGS**

- Drain valve and sampler
- Upper Filter Press Connection (1.0" Fill Coupling)

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**MARKINGS**

- Non-PCB label
- Stainless steel nameplate
- "Non-PCB" on Nameplate
- External KVA Stencil
- External Voltage Stencil
- Yellow Stenciling

**OTHER**

- 9.5" x 17.5" Tank Handhole Cover
- Mineral oil with inhibitor
- 18" deep cabinet
- DOE Efficiency (2016)

**Lead Times:**

Drawing Submittal: 4-6 Weeks after receipt of order. after receipt of order.

Orders requiring drawing approval (i.e. Approval orders): The shipping date from our Jefferson City Factory will be confirmed after we receive approved drawings back from the customer.

Orders NOT requiring drawing approvals (i.e. Firm Orders): 24-26 Weeks after the acceptance of order.

Quoted lead times are based on current production levels. Actual lead times are dependent on available production space at time of firm order entry and/or release to manufacturing.

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ITEM	QTY	kVA	EACH (USD)	NL	LL	Conductor	%Z	Unit Wt
4	1	300		480 @ 85	2396 @ 85	Al/Al	4.41	3932

ITEM	Fluid Wt
4	1649

Quoted loss values are subjected to ANSI Test Tolerances. All weights and dimensions are approximate.

**Description:**

- Type : Liquid-Filled MTR Padmounted Transformer
- Fluid : Mineral Oil
- Core : Grain Oriented Steel
- Phase : 3 Phase
- Frequency : 60 Hz
- Average Winding Rise : 65 °C
- Ambient Temperature : 30 °C
- High Voltage : 13200 Delta
- High Voltage Taps : +2 -2 2.5%
- High Voltage BIL : 95kV BIL
- Low Voltage : 240 Delta / 120 Tap
- Low Voltage BIL : 30kV BIL
- Feed Configuration : Loop feed
- Color : Bell Green (Munsell 7GY 3.29/1.5)

**Features (included in price):**

**TANK & CABINET**

- 6 parking stands
- Penta-head cabinet handle bolt
- SST hardware
- 304L Stainless Steel Tank Base
- 304L stainless steel sill and sidewalls

**GROUNDING**

- 2-hole ground pads (1 in HV and 1 in LV)

**BUSHINGS**

- Threaded stud LV bushings x 4
- ANSI C57.12.34 Fig 9&11 HV bushing pattern (minimum)
- 200 amp HV bushing wells x 6
- 4-hole NEMA spade terminals x 4
- ANSI C57.12.26 Fig 3&4a minimum stgrd LV bushing pattern

**FUSES**

- Scoop drip shield x 3
- Bayonet expulsion fuse no isolation link x 3
- Oil retaining valve on bayonet x 3
- Oil-immersed partial range current limiting fuse x 3
- Spare expulsion fuses x 3

**MONITORING**

- Pressure Relief Valve

**FITTINGS**

- Drain valve and sampler
- Upper Filter Press Connection (1.0" Fill Coupling)

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**MARKINGS**

- Non-PCB label
- Stainless steel nameplate
- "Non-PCB" on Nameplate
- External KVA Stencil
- External Voltage Stencil
- Yellow Stenciling

**OTHER**

- 9.5" x 17.5" Tank Handhole Cover
- Mineral oil with inhibitor
- 18" deep cabinet
- DOE Efficiency (2016)

**Lead Times:**

Drawing Submittal: 4-6 Weeks after receipt of order. after receipt of order.

Orders requiring drawing approval (i.e. Approval orders): The shipping date from our Jefferson City Factory will be confirmed after we receive approved drawings back from the customer.

Orders NOT requiring drawing approvals (i.e. Firm Orders): 24-26 Weeks after the acceptance of order.

Quoted lead times are based on current production levels. Actual lead times are dependent on available production space at time of firm order entry and/or release to manufacturing.

**\*\* GENERAL TERMS AND CONDITIONS OF SALE \*\***

This quotation is effective for 30 days from 5/3/2024, unless otherwise authorized by Hitachi Energy USA Inc..

Unless stated otherwise in the quotation, the following terms and conditions of sale will apply.

1. Payment Terms: Due in 30 days invoice date.
2. Freight Terms: Shipment is FCA - Free Carrier.
3. Warranty: 18 months from delivery or 12 months from commissioning, whichever occurs first.
4. Terms and conditions of sale are based upon Hitachi Energy USA Inc. General Terms and Conditions of Sale.
5. Approval Orders: Prices are valid for units released for shipment within 60 days from the initial mailing date of approval drawings (typically 2 weeks ARO). Prices are valid for quoted shipment or best available lead-time at time of release. Orders on hold pending drawing approval beyond 60 days of initial drawing date are subject to price adjustment every 30 days. Pricing will be determined at time of release for agreed upon delivery.
6. Lead times for orders subject to drawing approval will be confirmed upon receipt of approval and release to manufacturing.
7. Transformers are designed, built, and tested to ANSI/IEEE C57 Transformer Standards for distribution class transformers. No other Codes/Standards apply unless noted on quote.

**Russia-Ukraine Situation**

For the purpose hereof,

(i) "Russia-Ukraine Situation" means (1) the conflict between Russia and Ukraine which began on or around 24 February 2022 and/or (2) any other or further conflict which may arise out of or in connection with the same and/or (3) any economic and other sanctions imposed by, amongst others the United Nations, U.S., EU, UK, Japan Switzerland or any agency or authority against Russia, Russian entities and individuals, Russian goods, products, services, technology which may arise out of or in connection therewith, and/or (4) any economic and other sanctions imposed by, amongst others the United Nations, U.S., EU, UK, Japan Switzerland or any agency or authority thereof against any other country, entities and individuals, Russian goods, products, services, technology which may arise out of or in connection therewith;

(ii) "Electronic Component Shortage" means the continuing global shortage of microchips or apparatus or components which include microchips.

The Parties acknowledge that the Russia-Ukraine Situation and/or the Electronic Component Shortage is affecting or may have an adverse impact on [Hitachi Energy's] ability to perform the [offer] including but not limited to price increases, transportation and logistics constraints, shortages and price increases in the procurement of products and commodities (e.g. copper, aluminum, steel, oil and gas).

If the Russia-Ukraine Situation and/or the Electronic Component Shortage continue affecting, will or may have any adverse impact, whether direct or indirect, on [Hitachi Energy's] ability to perform the [offer] in accordance with its terms [and/or the [Law]], the Parties shall, if so requested in writing by [Hitachi Energy /], negotiate in good faith and agree without delay reasonable amendments to the terms and conditions of the [offer], including, but not limited to, revisions of the [Schedule] and/or any increase in the [Contract Price].

In the absence of such agreement, [Hitachi Energy] shall, if it suffers delay and/or incurs additional [Costs] due to any direct or indirect impact of the Russia-Ukraine Situation and/or the Electronic Component Shortage, in any case be entitled to an extension of the [Time for Completion] and compensation for any additional [Costs].

**Transportation/Delivery**

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Purchaser has the responsibility to guarantee clear access to the delivery point. If Seller encounters obstructions preventing or hindering delivery, Purchaser shall be responsible for removal and replacement to permit Seller's clear access. Seller shall not be responsible for any added costs or delivery delays caused by such obstructions, nor any state or local regulations that impede or restrict the ability of the originally planned shipping vehicle to reach Purchaser's destination.

In the event the Purchaser does not collect and/or agree to accept shipment of the products at delivery (unless otherwise stipulated in the contract), Seller will locate local storage facilities to which the products will be delivered, at which point contractual delivery will be deemed complete. Storage at such facilities will be at the Purchaser's expense. The Purchaser shall be liable for costs arising from such delay, including the Supplier's costs relating to storage, insurance, and handling of the products.

**Storage Fees**

Transformer Rating	Weekly Storage Fee
750KVA and below	\$375 per week per transformer
Above 750KVA	\$425 per week per transformer

**Handling Fees**

Transformer Rating	Crane Charge Per Move
750KVA and below	\$750
Above 750KVA	\$1250

**Factory Acceptance Testing (FAT)**

- Witness Testing can be added for \$5,000 per transformer. Only two (2) transformers can be witness tested per day.
- Final Inspection can be added for \$2,000 per day of inspection. Dependent upon availability of product at time of inspection.
- Please confirm intent to witness testing and/or perform final inspection by the time of release to manufacture otherwise FAT services will be considered waived.

**Price Adjustment Policy (PAC)**

**To facilitate order acceptance, please reference this quote number and acknowledge acceptance of this PAC, on the order document.**

Due to extended delivery dates, pricing is not held constant between order placement and shipment. The price shall be adjusted per the price adjustment clause described below 3 months prior to shipment.

A weighted combination of the following indices will be used for price adjustments:

- Core Steel – Hitachi Energy Index
- Aluminum - PPI WPU102501
- Copper - PPI WPU102502
- Oil - PPI WPU057604
- Carbon Steel - PPI WPU101707
- Labor - CEU3133500008

Should the specified indices be discontinued, proper indices shall be submitted by mutual agreement of both parties.

The Index Baseline will be the month and year in which the proposal is issued.

**Cancellation Fees**

**Approval Orders**

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- 20% after order entry
- 50% after submittal of approval drawings
- 80% after procurement of major materials
- 100% 6 weeks prior to planned start of manufacture

Firm Orders

- 50% after order entry
- 80% after procurement of major materials
- 100% 6 weeks prior to planned start of manufacture

We appreciate the opportunity to quote on this business. Hitachi Energy USA Inc. has had many years of experience building reliable, high quality transformers and we look forward to supplying this equipment.



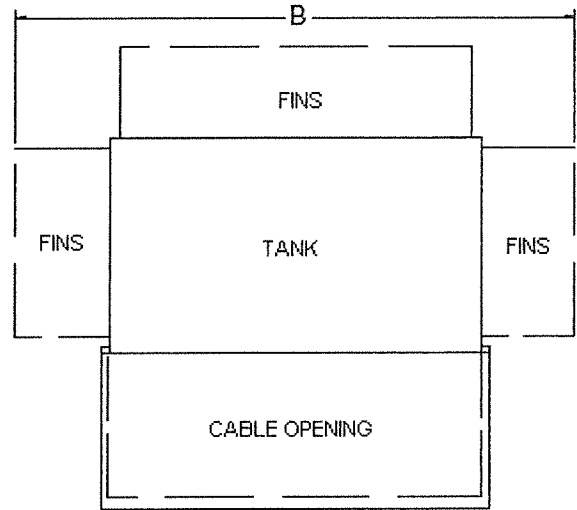
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KVA	FEED	A	B	C	D	E	F	WT
300	Loop (Dead)	56	66	50.8	46.8	62	18	3800
75	Loop (Dead)	56	66	44.8	44.8	56	18	2400

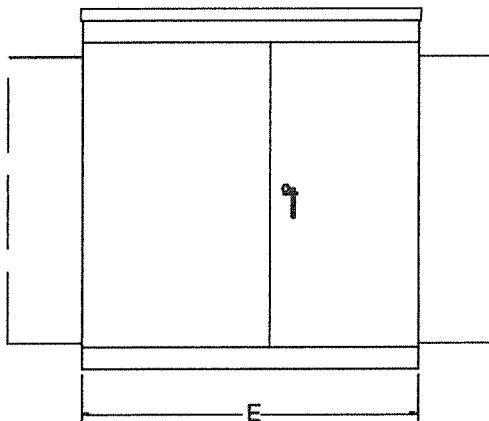
All weights and dimensions are approximate. Dimensions may change to meet specific customer requirements. Weights are in pounds. Dimensions are in inches.

Cooling fins may be required on the back and/or side of the tank if necessary. Maximum cooling fin depth is 16".

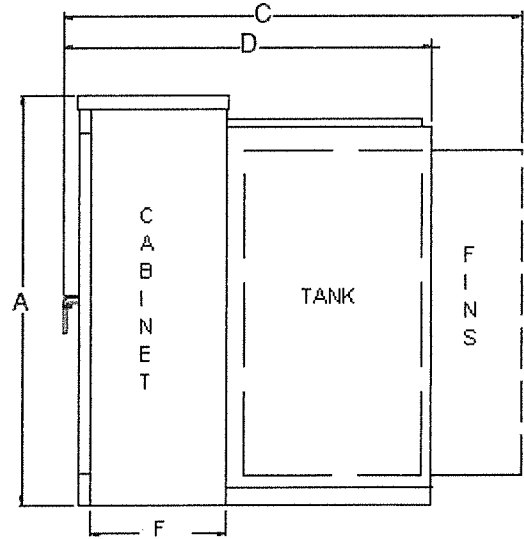
Top View



Front View



Side View



	City of Highland-Anixter-3-Phase Pad Mount Transformers	
5/3/2024	3-Phase Padmounted Transformer	Hitachi Energy USA Inc., Jefferson City, MO

Hitachi Energy USA Inc.

GENERAL TERMS AND CONDITIONS OF SALE

1. General. The terms and conditions contained herein, together with any additional or different terms contained in Hitachi Energy USA Inc.'s Proposal, if any, submitted to Purchaser (which Proposal shall control over any conflicting terms), constitute the entire agreement (the "Agreement") between the parties with respect to the order and supersede all prior communications and agreements regarding the order. Acceptance by Hitachi Energy USA Inc. of the order, or Purchaser's acceptance of Hitachi Energy USA Inc.'s Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by Hitachi Energy USA Inc. being acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser to which terms Hitachi Energy USA Inc. hereby objects. Unless the context otherwise requires, the term "Equipment" as used herein means all of the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by Hitachi Energy USA Inc. ("Software") under the order. Unless the context otherwise requires, the term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by Hitachi Energy USA Inc. under the order. As used herein, the term "Purchaser" shall include the initial end use of the Equipment and/or services; provided, however, that Paragraph 13(a) shall apply exclusively to the initial end user.

2. Prices.

(a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof.

(b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.

(c) The price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such taxes which Hitachi Energy USA Inc. or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon order placement, provide Hitachi Energy USA Inc. a copy, acceptable to the relevant governmental authorities of any such certificate or permit.

(d) The price includes customs duties and other importation or exportation fees, if any, at the rates in effect on the date of Hitachi Energy USA Inc.'s Proposal. Any change after that date in such duties, fees, or rates, shall increase the price by Hitachi Energy USA Inc.'s additional cost.

3. Payment.

(a) Unless specified to the contrary in writing by Hitachi Energy USA Inc., payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by Hitachi Energy USA Inc. in the Proposal.

(b) If in the judgment of Hitachi Energy USA Inc. the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, Hitachi Energy USA Inc. may require payment in advance, payment security satisfactory to Hitachi Energy USA Inc., or may terminate the order, whereupon Hitachi Energy USA Inc. shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date Hitachi Energy USA Inc. is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.

(c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus Hitachi Energy USA Inc.'s attorneys' fees and court costs incurred in connection with collection.

4. Changes.

(a) Any changes requested by Purchaser affecting the ordered scope of work must be accepted by Hitachi Energy USA Inc. and resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.

(b) Hitachi Energy USA Inc. may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, Hitachi Energy USA Inc. shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

5. Delivery.

(a) All Equipment manufactured, assembled or warehoused in the continental United States is delivered F.O.B. point of shipment. Equipment shipped from outside the continental United States is delivered F.O.B. United States port of entry. Purchaser shall be responsible for any and all demurrage or detention charges.

(b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, Hitachi Energy USA Inc. may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.

(c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for Hitachi Energy USA Inc.'s performance hereunder.

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(d) Claims for shortages or other errors in delivery must be made in writing to Hitachi Energy USA Inc. within ten days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by Hitachi Energy USA Inc.. Claims for damage after delivery shall be made directly by Purchaser with the common carrier

6. Title & Risk of Loss. Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall remain in Hitachi Energy USA Inc. until fully paid for. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage shall pass to Purchaser upon delivery.

7. Inspection, Testing and Acceptance.

(a) Any inspection by Purchaser of Equipment on Hitachi Energy USA Inc.'s premises shall be scheduled in advance to be performed during normal working hours.

(b) If the order provides for factory acceptance testing, Hitachi Energy USA Inc. shall notify Purchaser when Hitachi Energy USA Inc. will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten

(10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.

(c) If the order provides for site acceptance testing, testing will be performed by Hitachi Energy USA Inc. personnel to verify that the Equipment has arrived at site complete, without physical damage, and in good operating condition. Completion of site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of Hitachi Energy USA Inc., acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the site, the site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

8. Warranties and Remedies.

(a) Equipment and Services Warranty. Hitachi Energy USA Inc. warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software, Spare Parts and Refurbished or Repaired Parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. The Warranty Remedy Period for refurbished or repaired parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.

(b) Equipment and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to Hitachi Energy USA Inc. promptly after such discovery and within the applicable Warranty Remedy Period, Hitachi Energy USA Inc. shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to Hitachi Energy USA Inc. promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or 30 days from completion of such repair, replacement or re-performance, whichever is later, Hitachi Energy USA Inc. will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.

(c) Exceptions. Hitachi Energy USA Inc. shall not be responsible for providing working access to the nonconforming Equipment, including disassembly and re-assembly of non-Hitachi Energy USA Inc. supplied equipment, or for providing transportation to or from any repair facility, all of which shall be at Purchaser's risk and expense. Hitachi Energy USA Inc. shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to Hitachi Energy USA Inc.'s instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by Hitachi Energy USA Inc. but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.

(d) Software Warranty and Remedies. Hitachi Energy USA Inc. warrants that, except as specified below, the Software will, when properly installed, execute in accordance with Hitachi Energy USA Inc.'s published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to Hitachi Energy USA Inc. promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, Hitachi Energy USA Inc. shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at Hitachi Energy USA Inc.'s facility necessary corrected or replacement programs. Hitachi Energy USA Inc. shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. Hitachi Energy USA Inc. does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from

errors in the nature of what is commonly categorized by the computer industry as "bugs".

(e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A

PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND Hitachi Energy USA Inc.'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

9. Patent Indemnity.

(a) Hitachi Energy USA Inc. shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by Hitachi Energy USA Inc. (a "Process") directly infringes any claim of a patent of the United States of America and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given Hitachi Energy USA Inc. prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser.

(b) Hitachi Energy USA Inc. shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by Hitachi Energy USA Inc.; (ii) any Equipment or Process supplied according to a design, other than an Hitachi Energy USA Inc. design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any patent issued after the date hereof; or (v) any action settled or otherwise terminated without the prior written consent of Hitachi Energy USA Inc..

(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, Hitachi Energy USA Inc. shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or replace it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment.

THE FOREGOING PARAGRAPHS STATE THE ENTIRE LIABILITY OF Hitachi Energy USA Inc. AND EQUIPMENT MANUFACTURER FOR ANY PATENT INFRINGEMENT.

(d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that Hitachi Energy USA Inc. is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by Hitachi Energy USA Inc. or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against Hitachi Energy USA Inc., Purchaser shall defend and indemnify Hitachi Energy USA Inc. in the same manner and to the same extent that Hitachi Energy USA Inc. would be obligated to indemnify Purchaser under this "Patent Indemnity" provision.

10. Limitation of Liability.

(a) In no event shall Hitachi Energy USA Inc., its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages. Hitachi Energy USA Inc.'s liability for any claim whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Patent Indemnity") exceed one-half (1/2) of the purchase price allocable to the Equipment or part thereof or Services which gives rise to the claim.

(b) All causes of action against Hitachi Energy USA Inc. arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one year of the time of accrual thereof.

(c) In no event, regardless of cause, shall Hitachi Energy USA Inc. be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and/Services.

11. Laws and Regulations. Hitachi Energy USA Inc. does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment or Software is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, Hitachi Energy USA Inc. assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon Hitachi Energy USA Inc. for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall be governed by the laws of the State of New York, but excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and excluding New York law with respect to conflicts of law. Purchaser agrees that all causes of action against Hitachi Energy USA Inc. under this Agreement shall be brought in the State Courts of the State of New York, or the U.S. District Court for the Southern District of New York. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

12. OSHA. Hitachi Energy USA Inc. warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, Hitachi Energy USA Inc. will replace

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the affected part or modify it so that it conforms to such standard or regulation. Hitachi Energy USA Inc.'s obligation shall be limited to such replacement or modification. In no event shall Hitachi Energy USA Inc. be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than Hitachi Energy USA Inc..

13. Software License.

(a) Hitachi Energy USA Inc. owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) The Software may be used only in conjunction with equipment specified by Hitachi Energy USA Inc.; (ii) The Software shall be kept strictly confidential; (iii) The Software shall not be copied, reverse engineered, or modified; (iv) The Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder; and (v) the rights to use the Software are non-exclusive and non-transferable, except with Hitachi Energy USA Inc.'s prior written consent.

(b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to Hitachi Energy USA Inc. the Software and all copies thereof and shall remove all machine readable Software from all of Purchaser's storage media.

14. Inventions and Information. Unless otherwise agreed in writing by Hitachi Energy USA Inc. and Purchaser, all right, title and interest in any inventions, developments, improvements or modifications of or for Equipment and Services shall remain with Hitachi Energy USA Inc.. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of Hitachi Energy USA Inc.. Purchaser shall not, without Hitachi Energy USA Inc.'s prior written consent, copy or disclose such information to a third party. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

15. Force Majeure. Hitachi Energy USA Inc. shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate Hitachi Energy USA Inc. for such delay.

16. Cancellation. Any order may be cancelled by Purchaser only upon prior written notice and payment of termination charges, including but not limited to, all costs identified to the order incurred prior to the effective date of notice of termination and all expenses incurred by Hitachi Energy USA Inc. attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

17. Termination. No termination by Purchaser for default shall be effective unless, within fifteen (15) days after receipt by Hitachi Energy USA Inc. of Purchaser's written notice specifying such default, Hitachi Energy USA Inc. shall have failed to initiate and pursue with due diligence correction of such specified default.

18. Export Control.

(a) Purchaser represents and warrants that the Equipment and Services provided hereunder and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Purchaser agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by Hitachi Energy USA Inc. or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

(b) If applicable, Hitachi Energy USA Inc. shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within Hitachi Energy USA Inc. a reasonable time after order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by Hitachi Energy USA Inc.. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by Hitachi Energy USA Inc. without liability for damages of any kind resulting from such cancellation. At Hitachi Energy USA Inc.'s request, Purchaser shall provide to Hitachi Energy USA Inc. a Letter of Assurance and End-User Statement in a form reasonably satisfactory to Hitachi Energy USA Inc..

19. Assignment. Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of Hitachi Energy USA

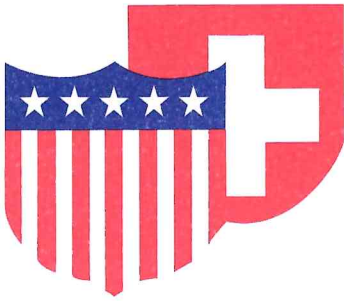
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Inc. shall be void.

20. Nuclear Insurance – Indemnity. For applications in nuclear projects, the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage resulting from a nuclear incident to and shall indemnify Hitachi Energy USA Inc., its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident.

21. Resale. If Purchaser resells any of the Equipment, the sale terms shall limit Hitachi Energy USA Inc.'s liability to the buyer to the same extent that Hitachi Energy USA Inc.'s liability to Purchaser is limited hereunder.

22. Entire Agreement. This Agreement constitutes the entire agreement between Hitachi Energy USA Inc. and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between Hitachi Energy USA Inc. and Purchaser other than those set forth herein or herein provided.



# City of Highland

**MEMO TO:** Christopher Conrad, City Manager  
**FROM:** Joe Gillespie, Director of Public Works  
**DATE:** May 15, 2024  
**SUBJECT:** Filter Flow Transmitters at the Water Treatment Plant  
Recommendation for Award of Sole Source

## RECOMMENDATION

I recommend that you request council approval of a sole source purchase to R.E. Pedrotti Company, Inc. in Fenton, MO, for \$38,316.00.

## DISCUSSION

Seven filters have filter flow transmitters that need replacing. The transmitters communicate with our SCADA (computer controller for operations) system to monitor and report the flows in each filter, which is critical to the treatment process.

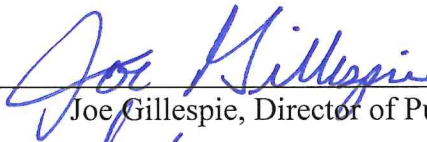
The plant supervisor contacted five companies to solicit quotes for equipment replacement. One was material only, one was labor only, and two did not quote. R.E. Pedrotti is the only vendor offering a turnkey quote. Their work will not interfere with the treatment operations. They have the expertise to install and verify this work. This work/equipment is not an everyday installation; therefore, I am requesting a sole source award.

## FISCAL IMPACT

This work is budgeted in the Water Fund.

## CONCURRENCE

Recommended by: \_\_\_\_\_

  
Joe Gillespie, Director of Public Works

Approved by: \_\_\_\_\_



Christopher Conrad, City Manager

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

**RESOLUTION AUTHORIZING THE SOLE SOURCE PURCHASE  
OF SEVEN FILTER FLOW TRANSMITTERS FROM  
R.E. PEDROTTI, INC. FOR \$38,316.00, AND  
WAIVING CUSTOMARY BIDDING PROCEDURES**

**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 Public Works has represented to the City Council that seven filters at the Water Treatment Plant have flow transmitters in need of replacing; and

**WHEREAS**, the Director of Public Works has represented to the City Council that the filter flow transmitters communicate with the SCADA system (computer controller for operations at the Water Treatment Plant) for the purpose of monitoring and reporting the flows in each filter, which is critical to the water treatment process; and

**WHEREAS**, the Director of Public Works has represented to the City Council that the Water Plant Supervisor contacted vendors to solicit quotes for the replacement of said filter flow transmitters and that R.E. Pedrotti, Inc. was the only vendor to respond with a complete quote encompassing both the labor and material costs associated with the replacement of the filter flow transmitters; and

**WHEREAS**, R.E. Pedrotti, Inc. has provided a proposed agreement (*see Exhibit A*; hereinafter "Pedrotti Agreement") for the purchase and installation of fourteen filter flow transmitters for \$38,316.00 for the City's consideration; and

**WHEREAS**, the Director of Public Works has represented to the City Council that said work referenced in the Pedrotti Agreement (*see Exhibit A*) is of a specialized nature and that R.E. Pedrotti, Inc. has the expertise to install and verify this work; and

**WHEREAS**, the Director of Public Works has represented to the City Council that said work referenced in the Pedrotti Agreement (*see Exhibit A*) will not interfere with treatment operations at the Water Treatment Plant; and

**WHEREAS**, the Director of Public Works has represented to the City Council that said work referenced in the Pedrotti Agreement (*see Exhibit A*) is budgeted in the Water Fund; and

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

**WHEREAS**, City has determined this purchase is a sole source purchase because the



Pedrotti Agreement allows City to purchase fourteen filter flow transmitters (*see Exhibit A*); and

**WHEREAS**, City has determined it to be appropriate to waive the customary bidding procedures and purchase fourteen filter flow transmitters from R.E. Pedrotti as a sole source purchase, and according to the Pedrotti 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 Pedrotti 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 Pedrotti Agreement (*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 Pedrotti 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 \_\_\_\_\_, 2024, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

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



R.E. Pedrotti Company, Inc.  
*Instrumentation, Controls, and System Integration*

267 Wolfner Drive / Fenton, MO 63026  
p: 636-349-7100 / repedrotti.com

**QUOTE No. 2207R1**

Valid for 30 days

Highland IL WTP  
Attn: Gary Hugh  
3035 Highland Park Rd  
Highland, IL 62249

**Date:** 03/27/2024

**Filter Flow, Filter Level and Head Loss DP Transmitter**

Qty	Description
14.00	Foxboro IDP10S D/P Transmitter .5-200"H2O 316SS Cover Silicone Aluminum FM IS Painted Mounting Bracket/Bolt LCD W/Cover
14.00	M4AVIS Manifold 3-Valve Bypass 316SS
Lot	Includes Service Technician installation and Start-up

**Total Price** \$38,316.00

**\*\*Clarifications/Exceptions**

- Pricing is exclusive of taxes, startup, and installation unless noted above.
- FOB Factory. Freight prepaid and added to invoice.
- Terms: Net 30 Days

If you have any questions or comments, please do not hesitate to call.

Sincerely,  
*Steve Shryock*  
steves@repedrotti.com

# Product data sheet

Specifications



Pressure transmitter, Pressure, differential, accuracy of  $\pm 0.05\%$

IDP10S

## Main

Range Of Product	Pressure
Product Or Component Type	Pressure transmitter
Type Of Measurement	Differential

## Complementary

Turndown	400:1
Response Time	125 ms
Mounting Type	Direct connect Low profile Biplanar
Measurement Accuracy	$\pm 0.05\%$ of reading
Maximum Pressure	3000 psi 207 bar
Drift	$\pm 0.03\%$ of measuring range per year, for 10 years
Communication Protocol	FOUNDATION fieldbus HART

## Environment

Ip Degree Of Protection	IP67
Nema Degree Of Protection	NEMA 4X
Product Certifications	FM CSA ATEX IEC-Ex EAC INMETRO TÜV Rheinland (SIL3) NEPSI
Standards	NACE MR01-03

## Packing Units

Unit Type Of Package 1	PCE
Number Of Units In Package 1	1

## Contractual warranty

Warranty	5 years
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Price is "List Price" and may be subject to a trade discount – check with your local distributor or retailer for actual price.

Disclaimer: This documentation is not intended as a substitute for and is not to be used for determining suitability or reliability of these products for specific user applications

## Sustainability

**Green Premium™ label** is Schneider Electric's commitment to delivering products with best-in-class environmental performance. Green Premium promises compliance with the latest regulations, transparency on environmental impacts, as well as circular and low-CO<sub>2</sub> products.

**Guide to assessing product sustainability** is a white paper that clarifies global eco-label standards and how to interpret environmental declarations.

[Learn more about Green Premium >](#)

[Guide to assess a product's sustainability >](#)



Transparency RoHS/REACH

## Well-being performance

Mercury Free

RoHS Exemption Information Yes

## Certifications & Standards

Reach Regulation

[REACH Declaration](#)

Eu RoHS Directive

Compliant with Exemptions

China RoHS Regulation

[China RoHS declaration](#)

Environmental Disclosure

[Product Environmental Profile](#)

Weee

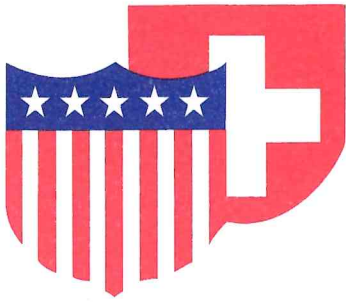
The product must be disposed on European Union markets following specific waste collection and never end up in rubbish bins.

Circularity Profile

[End of Life Information](#)

California Proposition 65

WARNING: This product can expose you to chemicals including: Lead and lead compounds, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)



# City of Highland

**MEMO TO:** Christopher Conrad, City Manager  
**FROM:** Joe Gillespie, Director of Public Works  
**DATE:** May 14, 2024  
**SUBJECT:** Sealing Asphalt Shared Use Paths 2024  
Recommendation for Approval of Agreement

## RECOMMENDATION

I recommend that you request council approval of an agreement with the Agency for Community Transit (ACT) for an ACT Community Action Grants Program as attached.

## DISCUSSION

We applied for the ACT Community Action Grants Program in March of this year and received a grant for \$13,500. The grant money will be used for a project to clean and fill cracks, clean the surface, and apply ¼" slurry sealer to the path from U.S. Hwy. 40 to State Route 143 along Frank Watson Parkway and Koepfli Lane. We are assisting the Parks and Recreation Department with their project to seal shared use paths.

## FISCAL IMPACT

The work is routinely budgeted through the Street and Alley accounts.

## CONCURRENCE

Recommended by: \_\_\_\_\_

  
Joe Gillespie, Director of Public Works

Approved by: \_\_\_\_\_

  
Christopher Conrad, City Manager

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

**RESOLUTION APPROVING AND AUTHORIZING THE CITY OF HIGHLAND'S  
APPROVAL OF AGREEMENT WITH THE MADISON COUNTY AGENCY FOR  
COMMUNITY TRANSIT FOR COMMUNITY ACTION GRANT FUNDING IN THE  
AMOUNT OF \$13,500.00 TO RESEAL THE SHARED USE PATHS FROM U.S. HWY.  
40 TO STATE ROUTE 143 IN HIGHLAND, ILLINOIS**

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

**WHEREAS**, the City previously applied to the Madison County Agency for Community Transit ("ACT") for a grant to reseal the shared use path from U.S. Hwy. 40 to State Route 143 in the City ("Project"); and

**WHEREAS**, the Director of Public Works has informed City Council that ACT has proposed an award to the City of \$13,500.00 in ACT Community Action Grant Program funding for the completion of the Project pursuant to certain terms and conditions of grant acceptance (*see* "ACT Project Agreement," attached hereto as **Exhibit A**); and

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

**WHEREAS**, the City Council finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to approve the ACT Project Agreement.

**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 ACT Project Agreement (*see 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 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 \_\_\_\_\_, 2024, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NAYS:

APPROVED:

---

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

ATTEST:

---

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



Agency for Community Transit  
1 Transit Way  
Pontoon Beach, IL 62040  
618-797-4600

April 26, 2023

Via First Class Mail

Joe Gillespie  
Director of Public Works  
1115 Broadway-P.O. Box 218  
Highland, IL 62249

RE: ACT Community Action Grants Program  
Grant Award CY24-23-1  
Shared Use Path Resealing-US 40 to IL 143

Dear Mr. Gillespie,

The Agency for Community Transit (ACT) Board of Directors and staff are pleased to inform you that the above referenced project has been approved for ACT Community Action Grants Program funding in the amount of thirteen thousand five hundred dollars (\$13,500.00).

The enclosed Project Agreement, provided in duplicate, outlines the terms and conditions of grant acceptance. Please sign both agreements and return one executed agreement to ACT's Grants Coordinator within the next 90 days. Once fully executed, your agency may begin incurring costs in accordance with the grant application and Project Agreement terms.

For questions or technical support, contact:

Miriam Bell  
ACT Grants Coordinator  
618-797-4600 ext. 2007  
[mbell@insideact.org](mailto:mbell@insideact.org)

Thanks for all that do to make Madison County a better place to live, learn, and work. We look forward to working with you!

Sincerely,

SJ Morrison  
Executive Director

SJM/mb

- Enclosures - Project Agreement (2)  
- ACT Community Action Grants Program Reimbursement Request Form  
- Return envelope for executed agreement

**ACT Board of Directors**

Mark Achenbach (President), Ron Jedda (Vice-President), Lisa Ciampoli, Chrissy Wiley,  
Patrick McRae, Manoucheka McBee, Diane Coppens.





# Project Agreement

CY24-23-1

This Project Agreement is entered into on this eleventh day of April 2024 between **AGENCY FOR COMMUNITY TRANSIT ("ACT")** and the **CITY OF HIGHLAND ("Project Sponsor")**.

Whereas, the Project Sponsor has submitted an application to ACT for the Community Action Grants Program concerning the project the Sponsor has designated "Shared Use Path Resealing-US 40 to IL 143." Whereas this grant is for the exclusive purpose of supporting the Project Sponsor's transportation related project within Madison County, Illinois. Now, therefore, ACT has approved the project and agrees to award a grant in the amount of Thirteen Thousand Five Hundred Dollars (\$13,500.00). The Parties to this Project Agreement agree to the following:

**Execution & Termination:** The project period begins upon the date the last person signs this Project Agreement. Expiration of this Project Agreement shall be December 31, 2025. Costs incurred prior to a fully executed Project Agreement are ineligible for reimbursement. ACT reserves the right to terminate this Project Agreement if the Project Sponsor fails to start the project within one (1) year of the Project Agreement's execution date. The Project Sponsor shall make reasonable and timely progress on the project and advise ACT of project's status on a regular basis. Projects not completed, in whole or in part regardless of reason by the expiration of the Project Agreement period, may be ineligible for funding in future ACT grant cycles.

**Reimbursement:** Payment by ACT shall be made on a reimbursement basis for a completed project. The Project Sponsor shall complete and submit an ACT Grant Reimbursement Request Form along with applicable supporting documentation. Final inspection and acceptance of the completed project must be made by an ACT representative for reimbursement to be issued. ACT's payment will be made payable to the Project Sponsor.

**Financial Records:** All funds expended by the Project Sponsor in conjunction with the project must comply with Local, State, and Federal laws pertaining to the expenditure of public funds. Documentation of project costs and payments may be requested by ACT. All project records must be maintained for a period of no less than five (5) years, or longer if required by law.

**Acknowledgment:** Upon ACT Board approval of the Application and receipt of the executed Project Agreement with ACT, all press/public communications in reference to the project by the Project Sponsor shall state that it is funded in whole or in part by ACT. Acknowledgment must be included in any publicly shared drafts of the plan, as well as the final version. To satisfy this requirement, the Project Sponsor must insert, where deemed appropriate, ACT's logo. If ACT logo is used, ACT must review all public materials prior to release to ensure all brand standards are observed.

**Insurance:** Project Sponsor and any contractor hired or retained by the Project Sponsor in connection with this project shall maintain all necessary insurance in full force and effect throughout the term of Project Agreement.

**Indemnification:** The Project Sponsor and contractors shall indemnify, defend, and hold harmless ACT, its board members, employees and agents from all claims, liabilities, obligations, and causes of action which arise in connection with this Project.

**Assignment:** Project Sponsor agrees that this Project Agreement shall not be assigned or transferred without the written consent of ACT and that any successor to the Project Sponsor's rights under this Project Agreement will be required to accede to all of the terms, conditions and requirements of the Agreement as a condition precedent to such succession.

**Amendment:** The parties agree that no change or modification to this Project Agreement shall be of any force or effect unless the amendment is dated and is reduced to writing and executed by both parties.

**Compliance with Law:** The Project Sponsor shall comply with all applicable laws, ordinances, and codes of the United States, the State of Illinois, and local governments, including, but not limited to, Title VII of the Civil Rights Act of 1964, and no person shall, on the grounds of race, color, national origin, sex, age, religion, sexual orientation, veteran status, or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any grant, program, or activity for which the Project Sponsor receives assistance from ACT. Project Sponsor acknowledges that it has performed due diligence to assure its Project complies with the requirements of the Americans with Disabilities Act of 1990.

Project Sponsor, by its undersigned duly authorized representative, acknowledges that this fully executed agreement serves as a Notice to Proceed, and it agrees to all of the foregoing terms and conditions of the ACT Community Action Grant in consideration for the making of the grant to the Project Sponsor. The undersigned representative of the Project Sponsor further certifies to his or her authority to execute this agreement on behalf of the Project Sponsor.

**Project Sponsor:**

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Date)

**Agency for Community Transit:**

Steven J Morrison, Executive Director

\_\_\_\_\_  
(Signature of Executive Director)

\_\_\_\_\_  
(Date)

# Project Agreement

CY24-23-1

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**Reimbursement:** Payment by ACT shall be made on a reimbursement basis for a completed project. The Project Sponsor shall complete and submit an ACT Grant Reimbursement Request Form along with applicable supporting documentation. Final inspection and acceptance of the completed project must be made by an ACT representative for reimbursement to be issued. ACT's payment will be made payable to the Project Sponsor.

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**Insurance:** Project Sponsor and any contractor hired or retained by the Project Sponsor in connection with this project shall maintain all necessary insurance in full force and effect throughout the term of Project Agreement.

**Indemnification:** The Project Sponsor and contractors shall indemnify, defend, and hold harmless ACT, its board members, employees and agents from all claims, liabilities, obligations, and causes of action which arise in connection with this Project.

**Assignment:** Project Sponsor agrees that this Project Agreement shall not be assigned or transferred without the written consent of ACT and that any successor to the Project Sponsor's rights under this Project Agreement will be required to accede to all of the terms, conditions and requirements of the Agreement as a condition precedent to such succession.

**Amendment:** The parties agree that no change or modification to this Project Agreement shall be of any force or effect unless the amendment is dated and is reduced to writing and executed by both parties.

**Compliance with Law:** The Project Sponsor shall comply with all applicable laws, ordinances, and codes of the United States, the State of Illinois, and local governments, including, but not limited to, Title VII of the Civil Rights Act of 1964, and no person shall, on the grounds of race, color, national origin, sex, age, religion, sexual orientation, veteran status, or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any grant, program, or activity for which the Project Sponsor receives assistance from ACT. Project Sponsor acknowledges that it has performed due diligence to assure its Project complies with the requirements of the Americans with Disabilities Act of 1990.

Project Sponsor, by its undersigned duly authorized representative, acknowledges that this fully executed agreement serves as a Notice to Proceed, and it agrees to all of the foregoing terms and conditions of the ACT Community Action Grant in consideration for the making of the grant to the Project Sponsor. The undersigned representative of the Project Sponsor further certifies to his or her authority to execute this agreement on behalf of the Project Sponsor.

**Project Sponsor:**

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Date)

**Agency for Community Transit:**

Steven J Morrison, Executive Director

\_\_\_\_\_  
(Signature of Executive Director)

\_\_\_\_\_  
(Date)

**AGENCY FOR COMMUNITY TRANSIT  
COMMUNITY ACTION GRANTS PROGRAM  
REIMBURSEMENT REQUEST FORM**

**Submit your reimbursement request within 90 days of project completion.** Please allow 45 days after Agency for Community Transit (ACT) receives this packet for verification of documentation, final approval of the reimbursement request, project inspection, and actual grant reimbursement payment. ACT may request additional documentation, which could extend this timeframe.

Project Title: \_\_\_\_\_

Date of Project Completion: \_\_\_\_\_

Project Sponsor: \_\_\_\_\_

Project Sponsor Mailing Address: \_\_\_\_\_

Project Contact Name & Title: \_\_\_\_\_

Project Contact Phone: \_\_\_\_\_

Project Contact E-mail: \_\_\_\_\_

Enter the following totals. Only include applicable and eligible costs related to the project scope and project components approved by and on file with ACT.

- A. Acquisition, A&E, and construction costs \$ \_\_\_\_\_
- B. Operating, Programmatic, and Other Costs \$ \_\_\_\_\_
- C. Total Project Costs (A + B) \$ \_\_\_\_\_
- D. Less: Federal, state, or local grants (*excluding ACT*) \$ \_\_\_\_\_
- E. Less: Ineligible amount that exceeds the grant \$ \_\_\_\_\_
- F. Total Reimbursement Request (*C minus D & E*) \$ \_\_\_\_\_ (must be  $\leq$  original grant)

Certification Statement

I do hereby certify that the information presented in this reimbursement request is accurate. The undersigned acknowledges and represents that he/she has the authority and permission to execute this Reimbursement Request and to bind the organization or entity thereby.

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

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

FOR OFFICE USE ONLY			
Inspection Date: _____	Inspected by: _____		
Date Received: _____	Verified by: _____	Approved by: _____	

## Instructions and Supporting Documentation Checklist

In addition to page 1, enclose this checklist along with the following information in your reimbursement request package. The totals below should match those on page 1 (actual eligible Total Project Cost). Please tab sections within your reimbursement request per the major headings/sections below.

Only submit detail for sections that were a component specifically listed within ACT's approved grant application. For example, if A/E services were performed, but the cost of A/E services were not included in the approved grant application, no detail is needed. Check the "not applicable box" and move on.

- I. Land Acquisition / Architectural or Engineering Services / Construction Costs  Not Applicable
- Itemized list of eligible items
  - A brief description of each contract, if applicable
  - Copy of signed land acquisition contract / agreement, if applicable
  - Itemized list and documentation of force account labor, if applicable
  - Proof of bid advertisement(s) (relevant page only), if applicable
  - Copies of cancelled check(s), pay requests(s), invoices or other payment documentation for each. Provide a list of these in spreadsheet format.
- II. Operating, Programmatic, and Other Costs  Not Applicable
- Itemized list of eligible items
  - Copies of receipts, invoices, or other payment documentation
  - Proof of bid advertisement(s) (relevant page only), if applicable
- III. Documentation of Grants  Not Applicable
- For each grant including in line D on page 1, provide documentation to substantiate funding from other grant source(s).
- IV. Photos of the project site / area / development  Not Applicable
- At least six (6) from various viewpoints
- V. Submission of Reimbursement Documentation
- E-mail to: [ACTgrants@insideact.org](mailto:ACTgrants@insideact.org)  
Or  
Mail to: Agency for Community Transit  
Attn: Miriam Bell  
1 Transit Way  
Pontoon Beach, IL 62040



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

**To:** Honorable Mayor Hemann and City Council  
**From:** Chris Conrad-City Manager  
**Date:** May 14, 2024  
**Re:** IMEA Power Sales Contract and Capacity Purchase Extension

---

I am submitting for council's approval the attached proposed extension of the Power Sales Contract and Capacity Purchase Agreement between the City of Highland and the Illinois Municipal Electric Agency (IMEA).

The City of Highland has been a member of the IMEA for over 40 years. COH joined as a founding member in 1984 when IMEA was created as a Joint Action Agency for the purpose of purchasing wholesale power for municipal owned electric agencies at an affordable rate through the socialization of costs and economies of scale. This arrangement and relationship has been very beneficial to the citizens of Highland as it has allowed the City of Highland to benefit from lower cost electricity (on average 25% lower than our Ameren neighbors in the last 12 months); and to reap the benefits of owning our own electric system such as, quicker outage response times; local control of system maintenance, upgrades and billing; and ability to use the profits locally rather than send the profits to a corporate conglomerate.

In reviewing this contract, city staff examined it from both a legal perspective and operational.

**Legal Review:** We noted the contract extension was of the same structure and form as our current contract. There were no material changes in the definitions or covenants of the contract. The only major addition to the contract from a legal perspective was the addition of language regarding "cost causer" issues. In short, the new contract specifies what has been a past-practice in that if a



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

community requests specific actions or projects that only benefit the requesting or causing entity, that particular cost is not to be socialized across the other member agencies. Final determination rests with the board, but this provision is to protect against a single member creating unnecessary costs for projects that only benefit the single agency, but would otherwise raise rates on the members as a whole.

The contract was reviewed extensively by Staff and city attorney staff.

**Operational review:** Rates will remain “cost-based”; capacity credits are to remain (a benefit to Highland with our current 16.7 MW’s of emergency capacity); and the extension allows IMEA to begin resource purchasing for anticipated demand beyond 2035. IMEA has historically been very successful in maintaining low rates due to their ability to engage in long-term resource purchases, so committing to buying power for a term of years long enough that the power suppliers can obtain longer term financing for their power production projects, and thus provide cheaper power over the term as opposed to over building a project and then taking the risk of not being able to sell the excess or have to sell the excess at a loss.

One new provision that should please the solar and green-energy advocates is the addition of “Member Directed Resources”. This allows a member community that passes the extension to spend local money on local specific green energy projects up to 10% of their peak demand. This option allows for member communities to construct approved green energy projects within their territories or within their respective RTO territories that only benefit their community. After approval from the IMEA board, the cost will be borne solely by the constructing member communities and will indemnify the other IMEA member communities from either cost or potential liabilities of the project. Projects can begin as soon as the member community signs the extension. This is a major deviation



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

from the current contract which has strict limitations on local generation capabilities and/or purchases outside the current contract. This is mainly due to the current contract being primarily focused on debt service for a major energy production project. That debt service is paid off in 2035. This contract is not focused on a particular project, but does focus on procuring the necessary KWH's for the period after 2035.

There has been much discussion about the need for the extension at this time. I believe the IMEA staff explained in detail during their presentation the challenges facing the industry. It is the opinion of staff that approving this extension now makes the most sense from a business perspective for the electric department and our customers. Electricity is going to continue becoming a limited resource as large capacity generation goes offline, is replaced with intermittent generation, and demand either remains stagnant or even grows with the advance of digital technology (data centers and development of AI). This will mean increasing costs for power. It is staff's belief that buying future power capacity now versus waiting will provide the best opportunity to keep our costs low comparatively to alternate providers.

This contract extension does not lock IMEA or our community to any single power source, and does not hinder the overall transition of our grid to a net zero grid. That transition and the timelines are and will be determined by state and federal laws and regulations and as a Joint Action Agency, IMEA is bound to follow all applicable laws. This contract extension gives IMEA the authority to finance and purchase power capacity for the duration of the contract extension.

The contract extension is for 20 years and covers the period from 2035-2055.



March 1, 2024

Daniel Cook  
City of Highland  
2610 Plaza Dr.  
Highland, IL 62249

Re: IMEA Power Sales Contract and Capacity Purchase Agreement

Dear Dan,

Under the Illinois Municipal Electric Agency's ("IMEA's") current Power Sales Contracts and Capacity Purchase Agreements, IMEA has provided the City of Highland with reliable, affordable, and sustainable—and more importantly, stable—power and energy needs for several decades. The current Power Sales Contracts and Capacity Purchase Agreements are set to expire on September 30, 2035. In order to plan for and ensure that resources are in place to continue meeting your community's long- and short-term power and energy needs at favorable prices and to continue meeting the obligations imposed on Highland as a load serving entity by the Regional Transmission Organization that controls the region where your community is located, IMEA is requesting that Highland and its other Participating Members continue their relationship as all-requirements purchasers from IMEA beyond September 30, 2035, by approving and executing new Power Sales Contracts and new Capacity Purchase Agreements with IMEA.

To that end, and pursuant to the IMEA Board of Director's approval of the form of the new contracts at the meeting held on February 15, 2024, enclosed are two (2) originals of the new Power Sales Contract and Capacity Purchase Agreement with IMEA for the City that reflect IMEA's continued commitment to supply Highland's power and energy needs. The new Power Sales Contract is for the delivery period of October 1, 2035 through May 31, 2055. IMEA requests that the new contracts be executed by the City of Highland through signature by Highland's Mayor after approval by the City Council. The terms and conditions of these contracts, as provided, shall be available through May 31, 2025. In order to determine the amount of resources needed to serve the loads of all Participating Members during the future delivery period, the IMEA Board of Directors has authorized holding the offer of these new contracts open through May 31, 2025. These new contracts will not be offered beyond that date without further authorization from the IMEA Board of Directors.

Please return the signed documents and a copy of the Ordinance adopted to approve the contracts to IMEA's office using a courier service that offers tracking information such as FedEx. IMEA will cover the cost of the return service. When you are ready to do so, please contact IMEA's Administrative Assistant, Sarah Cody, at (217) 789-4632, and she can help arrange the return for you. Upon receipt of those documents, IMEA will then seek approval and full execution of the City's new Power Sales Contract and new Capacity Purchase Agreement at the next IMEA Board



of Directors meeting following the City's execution thereof, with the then-fully executed document returned to you for your records. Additionally, please email the approved minutes of the City Council meeting wherein the contracts were approved to thall@imea.org for IMEA's records.

We greatly appreciate the long-term partnership that your community shares with the other participants of IMEA and we look forward to continued success. As always, should you want a representative of IMEA to discuss this with you or your governing body, we will make arrangements to attend an upcoming Council meeting at your request.

Best regards,

A handwritten signature in black ink that reads "Kevin M. Gaden". The signature is written in a cursive, flowing style.

Kevin M. Gaden  
President & CEO

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

**ORDINANCE AUTHORIZING THE EXECUTION OF A NEW POWER SALES CONTRACT AND A NEW CAPACITY PURCHASE AGREEMENT WITH THE ILLINOIS MUNICIPAL ELECTRIC AGENCY FOR THE DELIVERY PERIOD COMMENCING OCTOBER 1, 2035**

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

WHEREAS, the City owns and operates a municipal electric utility and electric distribution system which furnishes retail electric service to the public in its service area; and

WHEREAS, the City is a founding member of the Illinois Municipal Electric Agency (hereinafter “IMEA”), a municipal power agency created in 1984 and organized under the Illinois Joint Municipal Electric Power Act, 65 ILCS 5/11-119.1-1 *et seq.*, for the purpose of providing affordable and reliable electric power and energy and related services to its member municipalities that own and operate their own municipal electric utility and electric distribution systems through the sharing of costs with other member municipalities; and

WHEREAS, IMEA was created as a means to achieve economy, adequacy and reliability in the supply of electric power and energy by planning, financing, owning and operating facilities for the generation and transmission of electric power and energy and related facilities or other facilities necessary or convenient for the planning and operation of a system for the production and transmission of electric power and energy, thus making it possible for its member municipalities (hereinafter “Participating Members”) to achieve economies and efficiencies not possible for municipalities acting alone; and

WHEREAS, the City Council has determined that the City’s participation in IMEA has proven beneficial to its residents in the form of lower energy costs, shorter outage response times, providing local control of system maintenance, upgrades, billing, and creating the opportunity for local use of the profits; and

WHEREAS, the City and IMEA have previously entered into a long-term Power Sales Contract, as amended, pursuant to which IMEA provides and the City purchases the full requirements of power and energy needed to meet the load obligations of the City’s municipal electric utility and electric distribution system; and

WHEREAS, the existing Power Sales Contract, as amended, is set to expire on September 30, 2035; and

WHEREAS, under the Power Sales Contract, as amended, IMEA has full responsibility for planning and obtaining an adequate supply of power and energy for the City and other IMEA members; and

WHEREAS, the City and IMEA have previously entered into a Capacity Purchase Agreement, as amended, pursuant to which the City has dedicated the behind the meter generating resources owned and operated by the City to IMEA's control and use; and

WHEREAS, the existing Capacity Purchase Agreement, as amended, is tied to and matches the term of the existing Power Sales Contract, as amended, through September 30, 2035; and

WHEREAS, in furtherance of its obligation under the Power Sales Contracts, IMEA plans for and takes all necessary steps to ensure a resource portfolio to meet the long-term and short-term power and energy needs for all Participating Members, including entering into bilateral contracts with power suppliers for the purchase of capacity and energy from new and existing thermal, renewable and non-carbon generating resources; and

WHEREAS, the Illinois General Assembly has passed new laws encouraging the development of renewable and non-carbon generating resources and restricting emissions from thermal resources, and traditional thermal generating resources have been retired or will be retiring due to age and emissions restrictions; and

WHEREAS, IMEA has informed the City and other Participating Members that developers of new renewable and non-carbon generating resources require long-term commitments for the purchaser of the output from these projects in order to finance and build such resources, with typical financing by developers currently being for 20 to 25 years; and

WHEREAS, IMEA has informed the City and other Participating Members that delaying supplementation of its resource portfolio will likely result in increased construction costs of new projects; and

WHEREAS, in order to plan for and ensure that resources are in place to continue to meet the long- and short-term power and energy needs of the City and other Participating Members, and to continue providing reliable, affordable, and sustainable power now and in the future, IMEA has informed the City of its need to provide for the continued contractual relationships with all Participating Members beyond September 30, 2035; and

WHEREAS, based on the foregoing, IMEA has proposed a new Power Sales Contract (*see Exhibit A*) and a new Capacity Purchase Agreement (*see Exhibit B*), commencing immediately upon the expiration of the existing agreements, which provide for the continuation of the full requirements power supply relationship between the City and IMEA through May 31, 2055; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to approve the new Power Sales Contract (*see Exhibit A*) and the new Capacity Purchase Agreement (*see Exhibit B*) with IMEA for the delivery period commencing on October 1, 2035 and running through May 31, 2055.

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to authorize the City Manager and/or Mayor to execute any

document necessary to approve the new Power Sales Contract (*see Exhibit A*) and the new Capacity Purchase Agreement (*see Exhibit B*) with IMEA.

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

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

*Section 2.* The new Power Sales Contract and Capacity Purchase Agreement with IMEA for the delivery period commencing on October 1, 2035 and running through May 31, 2055 are 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 give effect to this Ordinance.

*Section 4.* This Ordinance shall be known as Ordinance No. \_\_\_\_\_ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Highland , Illinois, and deposited and filed in the Office of the City Clerk, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

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Barbara Bellm  
City Clerk  
City of Highland  
Madison County, Illinois

**POWER SALES CONTRACT  
BETWEEN  
ILLINOIS MUNICIPAL ELECTRIC AGENCY  
AND THE  
CITY OF HIGHLAND, ILLINOIS**

This Contract entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between ILLINOIS MUNICIPAL ELECTRIC AGENCY (“IMEA” or the “Agency”), a body politic and corporate, municipal corporation and unit of local government of the State of Illinois, and the CITY OF HIGHLAND, ILLINOIS (“Member”), a municipal corporation created and existing under the laws of the State of Illinois; the Agency and Member may also be referred to individually as a “Party” and collectively as the “Parties;” by executing this Contract, Member continues as a Participating Member of the Agency, and all references to “Participating Members” herein or in other IMEA Power Sales Contracts shall include Member unless the context expressly or by necessary implication requires otherwise;

**WITNESSETH:**

WHEREAS, the Illinois Joint Municipal Electric Power Act (the “Act”) enables municipalities owning or operating electric utilities, which furnish retail electric service to the public to jointly plan, finance, own and operate electric generation and transmission facilities, as well as the acquisition of fuel for the generation of electric energy, through the creation and continued operation of the Agency; and

WHEREAS, pursuant to the Act, a group of such municipalities joined together to form the Agency to acquire and construct projects or participate in projects with investor-owned utilities, generation and transmission cooperatives and others which may be used or useful in the generation, production, distribution, transmission, purchase, sale, exchange or interchange of electric energy, and the Agency has operated in accordance with the Act since 1984; the Agency presently has 32 Members, each of which is currently a Participating Member; and

WHEREAS, under the Act Member is a municipality owning and/or operating an electric utility which furnishes retail electric service to the public and may enter into and carry out contracts and agreements for the purchase from the Agency of power supply and energy transmission services, power supply development services and other services; and

WHEREAS, in order to secure an adequate, reliable and economic long term supply of electrical power and energy for Member, the Agency and Member hereby enter into this Power Sales Contract under the terms of which the Agency will sell to Member and Member will purchase from the Agency all of Member’s power and energy requirements to meet the full service obligation of its service area, including all capacity obligations imposed by the applicable Regional Transmission Organization (“RTO”), and all delivery-related services, including but not limited to transmission and distribution services from transmission and wholesale distribution service providers and ancillary service requirements of the applicable RTO and/or its underlying Transmission Owners.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements set forth in this Contract, the Agency and Member agree as follows:

### Definitions

When used herein, the following capitalized terms shall have the meanings ascribed to them below unless the context expressly or by necessary implication requires otherwise:

“Board of Directors” shall mean the corporate authority of the Agency with powers as provided in the Act.

“Bonds” shall mean any revenue bonds, notes and other evidences of obligations of the Agency issued under the provisions of the Act to finance any cost, expense or liability relating to the Power Supply System or service under the Power Sales Contracts.

“Bond Ordinance” shall mean any one or more ordinances, resolutions, indentures or other similar instruments of the Agency providing for the issuance of Bonds.

“Cost Causer;” “Cost Causation” shall mean the Participating Member that causes the Agency to incur an extra-ordinary expense or investment. Under the Cost Causation principle such costs are to be borne by those customers, including but not limited to Member and/or other Participating Members or other entities to whom IMEA provides service, who make a request or decision or otherwise require or cause the action to be taken by IMEA or one of its underlying power suppliers or transmission and/or distribution service providers, thereby causing the Agency to incur the extra-ordinary expense. For purposes of this definition, “extra-ordinary expenses” are any investment, cost or other expenditure or liability incurred, assumed by or imposed on the Agency: (1) that primarily benefit one Participating Member or a group of Participating Members or other entities to whom IMEA provides service directly, rather than providing a general benefit to all or a majority of Participating Members or the Agency as a whole; and (2) that are not or have not historically been of the type ordinarily shared between Participating Members. Costs are recognized as being caused by a service if the costs are brought into existence as a direct result of providing the service or facilities, or the costs are avoided if the service or facilities are not provided. The Board of Directors will make all final decisions on whether a cost item is an extra-ordinary expense and whether a Participating Member or group of Participating Members is or are Cost Causers for purposes of implementation of this and all other Power Sales Contracts, as well as any contracts entered into by the Agency to provide service that are excluded from the definition of Power Sales Contracts.

“Delivery Point” shall mean a presently existing metered connection or connections of IMEA’s or another party’s transmission or distribution system with Member’s transmission or distribution system as set forth in Schedule A or a new or modified connection as Member may request and IMEA or another party is willing to provide in the future. Schedule A shall be updated from time to time by the Agency to reflect any new or modified Delivery Points.

“Member” shall be the city, village or town executing this Contract.

“Member-Directed Resource” shall mean a resource that meets the requirements of this definition and the option in Section 2(b-1) for Member to self-direct one or more resources with nameplate ratings or contracted shares based on nameplate ratings not to exceed the percentage of the Member’s rolling 5-year average annual peak demand set forth in such Section or as otherwise approved by the Board of Directors to be used to serve the Member’s load. Any such resource shall be developed and/or contracted for by the Participating Member only after the Board of Directors formally approves the details of the project. Any such resource shall be located within the State of Illinois unless the Board of Directors approves otherwise. For purposes of this definition the term resource is limited to devices that produce, generate or otherwise create energy or that store energy for beneficial use at a different time that are powered by wind, solar thermal energy, photovoltaic cells or panels, biodiesel, landfill gas produced in Illinois, crops and untreated and unadulterated organic waste biomass, advanced nuclear technology or small nuclear reactors that generate clean energy, and batteries and other forms of energy storage. The term resource may be expanded to include any other such devices powered by other means if they would qualify under a current or future Illinois statute that addresses generating resources that are designated as renewable, carbon-free, net-zero, clean or other similar designation for energy for use in one or more Illinois programs, even if IMEA and/or its Participating Members would not be subject to such statute or qualify for such program due to their status as municipalities, municipal corporations or units of local government; provided however clean coal powered facilities, as defined in the Illinois Power Agency Act shall not be allowed as Member Directed Resources unless specifically approved by the Board of Directors of IMEA. The term resource may also be expanded to include additional types of devices powered by other means if approved by the Board of Directors.

The existing hydro-electric power resources that were owned and operated by the Cities of Rock Falls and Peru at the time of execution of this Agreement are specifically not included in the term Member Directed Resource.

“MISO” means Midcontinent Independent System Operator, Inc., or its successor.

“Participating Members” shall mean Member and those other members that are or hereafter become parties to Power Sales Contracts, as defined below.

“Party” shall mean a party to this Contract and its successors and permitted assigns.

“PJM” means PJM Interconnection, LLC, or its successor.

“Point of Measurement” shall mean any point at which metering equipment is located for purposes of measuring power and energy deliveries to Member as set forth in Schedule A hereof. Schedule A shall be updated from time to time by the Agency to reflect any new or modified Points of Measurement.

“Power Sales Contracts” shall mean this Contract and other contracts providing for the sale of power and energy by IMEA to the other Participating Members as amended from time to time (excepting therefrom the contracts entered into by the Agency and Participating Members for

power supplies which are specifically superseded by the Power Sales Contracts and any other contracts which the Agency by action of its Board of Directors designates as being excepted from being within the definition of Power Sales Contract).

“Power Supply System” shall be broadly construed to mean, encompass and include all Projects and all electric production, transmission, distribution, conservation, load management, general plant and related facilities, equipment or property, and any mine, well, pipeline, plant, structure or other facility for the development, production, manufacture, storage, transportation, fabrication or processing of fossil, nuclear or other fuel of any kind or any facility or rights with respect to the supply of water, in each case for use, in whole or in major part, in any of the Agency’s generating plants, now existing and hereafter acquired by lease, contract, purchase or otherwise or constructed by the Agency, including any interest or participation of the Agency in any such facilities or any rights to the output or capacity thereof, together with all additions, betterments, extensions and improvements to said Power Supply System or any part thereof hereafter made and together with all lands, easements and rights-of-way of the Agency and all other works, property or structures of the Agency and contract rights and other tangible and intangible assets of the Agency used or useful in connection with or related to said Power Supply System, including without limitation a contract right or other contractual arrangement for the long term or short term interconnection, interchange, exchange, pooling, wheeling, transmission, purchase or sale of electric power and energy and other similar arrangements with entities having generation and transmission capabilities and located within or without the State of Illinois. Power Supply System shall not include (1) any properties or interest in properties of Member, except with respect to any contract rights the Agency may have in such properties pursuant to any contract between Member and the Agency other than this Contract, and (2) any properties or interest in properties of the Agency which the Board of Directors determines shall not constitute a part of the Power Supply System for the purposes of the Power Sales Contracts with the Participating Members.

“Project” means (i) any plant, works, system, facility, and real and personal property of any nature whatsoever, together with all parts thereof and appurtenances thereto, used or useful in the generation, production, distribution, transmission, purchase, sale, exchange or interchange of electrical energy and in the acquisition, extraction, conversion, transportation, storage or reprocessing of fuel of any kind for any such purposes, or (ii) any owned or contracted interest in, or right to the use, services, output or capacity, of any such plant, works, system or facilities.

“Prudent Utility Practice” shall mean, any of the practices, methods and acts which, in the exercise of reasonable judgment and in light of the facts (including, but not limited to, any practices, methods and acts engaged in or approved by a significant portion of electrical utility industry prior thereto) known at the time the decision was made, could have been expected to accomplish the desired result at reasonable cost consistent with reliability, safety and expediency. In applying the standard of Prudent Utility Practice to any matter under this Contract, equitable considerations shall be given to the circumstances, requirements and obligations of each of the Parties, and there shall be taken into account the fact that the Agency and Member are both political subdivisions and municipal corporations of the State of Illinois with prescribed statutory powers, duties and responsibilities. Prudent Utility Practice is not intended to be limited to the optimum practice, method or acts to the exclusion of all others, but rather to a spectrum of possible practices, methods or acts which could have been expected to accomplish the desired result at reasonable



cost consistent with reliability, safety and expediency. Prudent Utility Practice includes due regard for manufacturer's warranties and the requirements of governmental agencies which have jurisdiction.

"Rate Schedule" shall mean the rate schedule or schedules setting forth the rates and charges for payments by Participating Members, including Member, for services rendered by the Agency pursuant to the Power Sales Contracts. The existing Rate Schedules are Schedule B and Schedules B-2, B-4, B-6 and B-7. The Rate Schedules may be revised from time to time by the Agency and/or new schedules may be adopted by the Agency, all in accordance with and in the manner provided for in Section 3 of this Contract, including, without limitation, any amendment, change, deletion or addition to any of the rates and charges, billing components, terms or conditions, or any adjustment set forth therein, including, but not limited to, amending the billing demand provision to impose a minimum demand whether or not based on prior demand measurements, which schedules may be applicable to any one or more Participating Members.

"Revenue Requirements" shall mean all costs and expenses paid or incurred or to be paid or incurred by the Agency resulting from the ownership, operation, maintenance, termination, retirement from service and decommissioning of, and repairs, renewals, replacements, additions, improvements, betterments and modifications to, the Power Supply System or otherwise relating to the acquisition and sale of power and energy, transmission, load management, conservation or related services hereunder and performance by the Agency of its obligations under the Power Sales Contracts for Participating Members, including, without limitation, the following items of cost:

- (1) payments of principal of and premium, if any, and interest on all Bonds issued by the Agency and payments which the Agency is required to make into any debt service reserve fund or account under the terms of any Bond Ordinance or other contract with holders of Bonds; provided, however, that Revenue Requirements shall not include any principal of or premium, if any, or interest on Bonds due solely by virtue of the acceleration of the maturity of such Bonds;
- (2) amounts required under any Bond Ordinance to be paid or deposited into any fund or account established by such Bond Ordinance (other than funds and accounts referred to in clause (1) above), including any amounts required to be paid or deposited by reason of the transfer of moneys from such funds or accounts to the funds or accounts referred to in clause (1) above including any rate stabilization fund or account;
- (3) amounts which the Agency may be required to pay for the prevention or correction of any loss or damage to the Power Supply System or for renewals, replacements, repairs, additions, improvements, betterments, and modifications which are necessary to keep any facility of the Power Supply System, whether owned by the Agency or available to the Agency under any contract, in good operating condition or to prevent a loss of revenues therefrom;
- (4) costs of operating and maintaining the Power Supply System and of producing and delivering power and energy therefrom (including, without limitation, fuel costs,

administrative and general expenses and working capital, for fuel or otherwise, regulatory costs (including but not limited to wholesale rate case intervention costs), insurance premiums, and taxes or payments in lieu thereof) not included in the costs specified in the other items of this definition, costs of power supply and demand-side planning and implementation associated with meeting the Agency's power supply obligations and costs of load management and conservation;

- (5) the cost of any electric power and energy purchased for resale by the Agency to the Participating Members and the costs of transmission, scheduling, dispatching and controlling services for delivery of electric power and energy under the Power Sales Contracts for Participating Members;
- (6) all costs incurred or associated with the salvage, discontinuance, decommissioning and disposition or sale of properties;
- (7) all costs, settlements and expenses relating to injury and damage claims asserted against the Agency;
- (8) any additional cost or expense not specified in the other items of this definition imposed or permitted by any regulatory agency or which is paid or incurred by the Agency relating to the Power Supply System or relating to the provision of services to Participating Members (including any amounts to be paid into any reserve account established by the Agency under the terms of any Bond Ordinance for the payment of Revenue Requirements in the future and any provision for depreciation) which is not otherwise included in any of the costs specified herein;
- (9) amounts required to be paid by the Agency including:
  - (i) any reserves the Agency shall determine to be necessary for the payment of those items of costs and expenses referred to in this definition to the extent not already included in any other clause of this definition; and
  - (ii) additional amounts which must be realized by the Agency in order to meet the requirement of any rate covenant with respect to coverage of principal and interest on Bonds contained in any Bond Ordinance or contract with holders of Bonds or which the Agency deems advisable in the marketing of its Bonds or under any contract to which it is a party.

“Regional Transmission Organization” or “RTO” shall mean the entity designated by the Federal Energy Regulatory Commission (“FERC”) to direct operation of the regional electric transmission grid in its area, including the dispatching of generating resources, and that controls the wholesale electric markets for its area. The RTOs that currently control the areas where IMEA’s Participating Members are located and where the generating resources owned by or under contract to IMEA are located or into which they are pseudo-tied are Midcontinent Independent System Operator, Inc., or its successor (“MISO”), and PJM Interconnection, LLC, or its successor (“PJM”). At the execution of this Agreement, for those Participating Members that are served by

Commonwealth Edison Company for transmission service, the currently applicable RTO is PJM. For those Participating Members that are served by Ameren Illinois Company, City of Springfield CWLP, Southern Illinois Power Cooperative, or Hoosier Energy Rural Electric Cooperative, Inc., the currently applicable RTO is MISO. Throughout the duration of this Agreement the applicable RTO is subject to change for reasons that are outside the control of the Agency and the Participating Members.

Section 1. Term

(a) Initial Term and Termination

This Contract shall take effect on the latter of the date of execution by the last party to sign hereon or the date specified by the Board of Directors in making the determination in Section 1(b) below. This Contract shall remain in effect for an initial delivery term commencing on October 1, 2035 (at the end of the then-current Power Sales Contract between Member and IMEA) and extending through and including May 31, 2055. The delivery term shall continue thereafter and run from year to year until terminated by five (5) years prior written notice.

(b) Conditions for Effectiveness of Contract

Notwithstanding any other provision herein, the Contract shall not become effective unless by April 30, 2025, or such later date as approved by the Board of Directors, (i) four (4) or more Participating Members with the combined Agency estimated coincident firm purchased power annual peak demand in 2022 of 50 MW or more have entered into new, renewed or extended Power Sales Contracts, or (ii) the Board of Directors has determined the mix of Members signing new, renewed or extended Power Sales Contracts results in sufficient benefits or cost reductions to the Participating Members in which event the Power Sales Contracts shall become effective. The Agency shall provide the Participating Members with written notice within sixty days of any final decision by the Agency that the Contract is to become effective. In the event this Contract does not become effective, any contracts between the Agency and the Participating Members, which are otherwise superseded by this Power Sales Contract, including any such contract with Member, shall not terminate but shall continue in full force and effect throughout its term.

(c) Commencement of Service and Cancellation of Existing Contract

Service to Member under this Contract shall commence on October 1, 2035.

All other power supply or transmission contracts between Member and any entity other than the Agency shall be terminated or assigned by Member to the Agency no later than the date upon which the Agency commences service to Member as provided in this subparagraph or such other action is taken as mutually agreeable by the Agency and Member.

If Member is taking power or transmission service from a supplier other than IMEA on such commencement date, the providing of power by IMEA shall commence only if that Member's obligations from such supplier have ceased pursuant to an assignment or termination of an existing contract.

Section 2. Purchase, Sale and Delivery of Electricity

(a) Sale and Purchase

The Agency agrees to provide and sell and Member agrees to take and pay for all of the electric power and energy required to meet the full service obligation of Member's service area during the term of this Contract and utilized in the operation of its municipal electric system, including all capacity obligations imposed by the applicable RTO, and all delivery-related services, including but not limited to transmission and wholesale distribution services from transmission and/or wholesale distribution service providers and ancillary service requirements of the applicable RTO and/or its underlying Transmission Owners. Batteries or other energy storage devices are a substitute for generation and are deemed to be power supply for purposes of the obligation to purchase Member's full requirements of electric power and energy under this subsection (a) and the restrictions on obtaining electric power and energy from other sources under subsection (b) of this Contract. Batteries or other energy storage devices may be used in an election for a Member Directed Resource in Section 2(b-1) below.

Under the previous Power Sales Contract, certain Participating Members, namely Peru and Rock Falls, each exercised an option to install, own and operate a hydro-electric power plant and to self-supply a portion of its load therefrom. That option is no longer available. Such Participating Members may continue to self-supply such portion of their respective loads subject to such reasonable terms and conditions and such rates and charges as the Board of Directors shall approve so long as the Participating Member owns and operates the existing hydro-electric plant. Such Participating Members shall bear all costs of ownership and operation of their hydro-electric plant and shall pay all such rates and charges established by the Board of Directors.

(b) Restrictions on Other Sources

Except as provided in the subsections of this Section 2 or in any policy, program or directive of the Agency approved and authorized by affirmative vote of the Board of Directors, Member shall not obtain electric power and energy required to meet the full service obligation of Member's service area and/or for the operation of its electric utility system from any other source; provided, however, if Member is required by law to purchase power and/or energy from a small power production facility, a cogeneration facility or other facility, Member shall immediately inform the Agency of such requirement whereupon Member and the Agency shall use their

best efforts to arrange for such purchases to be made by the Agency. If such arrangements cannot be made, then Member shall make the required purchase and sell the power and energy to the Agency at the same price and on the same terms and conditions under which it was purchased by Member, unless Member agreed to pay more than required by the law that required the purchase of power and/or energy from such facility, in which case the Agency shall pay Member an amount reasonably calculated to match what the required amount should have been. Member hereby appoints the Agency to act as its agent in all dealings with the owner or operator of any such facility from which power or energy is to be purchased by the Agency directly or indirectly and in connection with all other matters relating to any such purchase and agrees unless ordered to do so by a court of competent jurisdiction not to make any such purchase at prices or on terms and conditions not approved by the Board of Directors.

If Member has an existing partial waiver from FERC of the PURPA requirement to purchase excess power and energy from Qualifying Facilities where that obligation has been undertaken by the Agency as of the effective date of this Contract, such waiver shall be maintained for the term and any extended term of this Contract. Member shall not take any steps or cooperate with steps taken by any others to withdraw or terminate such waiver. If Member does not have an existing partial waiver from FERC of the PURPA requirements and assignment thereof to the Agency as of the effective date of this Contract, Member shall cooperate with the Agency in seeking such waiver, and if granted such waiver shall be maintained for the initial term and any extended term of this Contract. Member shall not take any steps or cooperate with steps taken by any others to withdraw or terminate such waiver.

(b-1) Member-Directed Resources Option

Member and the other Participating Members shall each have the option, but not the obligation, to elect to self-direct a portion of the power supply to serve their load from qualifying generating resources or energy storage devices. The maximum amount of such election shall be ten percent (10%) of Member's rolling 5-year average annual peak demand based on the nameplate capability of, or the contracted share of the nameplate of the resource. The Board of Directors may approve a greater percentage or amount in the future. Resources put in place by Member under one or more offerings, policies or programs of IMEA, other than this Member-Directed Resource Option, and IMEA-sponsored projects located within Member's service area will not count against the above percentage. The resource shall be located in the same delivery zone of the RTO region or Balancing Authority area as the Member or Participating Member making the election, or if approved by the Board of Directors may be located in the same zone of the RTO region or Balancing Authority area as other Participating Members, subject to such reasonable cost allocation as the Board of Directors shall require.

Under this option, Member and other Participating Members shall have the opportunity to contract for, develop, own and operate qualifying resources that would be directly connected to the Participating Member's distribution system, or alternatively to contract with a developer/provider for a portion of a large qualifying resource connected elsewhere on the regional transmission system. All power and energy to serve the total requirements load needs of such Participating Members would continue to be exclusively provided by IMEA, however, subject to the Participating Member's ability to negotiate and enter into ownership or long-term contractual commitment with one or more projects on its distribution system, or power purchase agreements with an eligible energy provider, and subject to reasonable approval by the Board of Directors, Participating Members will be able to commit to a project or a power purchase agreement and thereby self-direct the type of qualifying resource used to serve a portion of its load. The remainder of the full requirements of Participating Members electing this option shall be met under the Rate Schedules that recover the portion of the Revenue Requirement associated with the Agency's socialized resource portfolio. Such resources must be dedicated to IMEA under an agreement similar in concept to the Capacity Purchase Agreements pursuant to which Participating Members have historically dedicated their behind the meter generation to IMEA.

Member shall not use a Member Directed Resource to peak shave. Member shall still be required to purchase its full requirements from IMEA. The Member Directed Resource shall become part of the IMEA resource portfolio for serving Member. Member shall pay all costs associated with the Member Directed Resource and shall be credited or paid back for the actual RTO clearing price for capacity and day-ahead price for energy and any actual ancillary services revenues received by IMEA for the attributes used by IMEA from the Member Directed Resource to serve the participating Member. Member shall own any renewable energy or similar credits, but if they decide to sell them, rather than retire them, the Agency shall have a right of first refusal to purchase them. The Board of Directors would determine the equitable allocation of non-power supply Agency costs among Participating Members electing the option and making binding commitments to self-directed resources and those that elect to be served only from the socialized resource portfolio in the Rate Schedules to be developed and approved.

(c) Shortages

In the event that the Agency is not able to supply all of the power and energy requirements of its Participating Members because of an event of Force Majeure as defined in Section 2(d) or because of an outage of all or any part of Agency's Power Supply System or because of an event beyond Agency's control, and after such reasonable notice as the Agency may be able to give, the Agency shall allocate the power and energy available to it during any billing period among the Participating Members on a pro rata basis in accordance with the Participating Members' respective power and energy requirements supplied by the Agency during the corresponding billing period of the preceding calendar year. Where a Participating

Member did not purchase power and energy from the Agency during the corresponding billing period of the preceding calendar year, that Participating Member's purchases during such billing period from its supplier replaced by the Agency shall be used.

Although the Agency agrees to use its best efforts to avoid a shortage in supply, during any period when the Agency is unable to supply all of the Participating Member's electric power and energy requirements, Member shall be permitted to acquire from other sources the amount of electric power and energy which is not supplied by the Agency; provided, however, that at such time as the Agency is again able to supply all of Member's electric power and energy requirements, Member shall be required to take and pay for such electric power and energy in accordance with the provisions of this Contract. Before entering into any arrangement to acquire power and energy from any source other than the Agency for any period in excess of 48 hours, Member will notify and consult with Agency as to the terms and length of such purchases and obtain Agency's consent before contracting for such supply, which consent shall not be unreasonably withheld.

(d) Continuity of Service

The Agency shall employ its best efforts, in accordance with Prudent Utility Practice, to provide a constant, adequate and uninterrupted supply of power and energy to Member (except where Member is purchasing interruptible or curtailable power or non-firm energy from the Agency under a separate interruptible, curtailable or non-firm rate schedule adopted by the Board of Directors) and shall seek to restore service promptly and diligently on any interruption, but the Agency does not guarantee that service hereunder will be uninterrupted or at all times constant.

If the supply of electric power and energy to Member hereunder shall fail, be interrupted, be reduced, or become defective through an event of Force Majeure, which shall include but not be limited to an act of God, nature, common enemy, failure of any power and energy or transmission service supplier of the Agency or any public authority, or because of accident, riot, insurrection, war, explosion, labor dispute, fire, flood or prudent actions taken to prevent or limit the extent or duration of disturbances of service on Agency's system, or if one or more of its suppliers, or that of systems through which electric service is rendered to the Agency or Member is interrupted, or for any other cause beyond the reasonable control of the Agency, the Agency shall not be liable for damages caused thereby and such events shall not constitute a breach of the Agency's obligations under this Contract. No cause or contingency, however, including any failure of the Agency to supply electric power and energy to Member for any period because of any of the aforesaid conditions, shall relieve Member of its obligation to make all payments to the Agency required by this Contract, when due, for power and energy supplied by the Agency during any period.

The Agency or its underlying transmission and/or wholesale distribution service provider may interrupt service hereunder as necessary for repairs to, or changes of, equipment or facilities needed to provide service hereunder, or for installation of new equipment or facilities, but only for such reasonable times as may be unavoidable, and to the extent possible, with reasonable advance notice to, and in coordination with, Member.

### Section 3. Rates and Charges

Member shall pay the Agency for all power and energy and other services furnished under this Contract from the date that service commences as provided in Section 1(c) at the rates and on the terms and conditions set forth in the Rate Schedule(s), as the Rate Schedule(s) may be changed and supplemented by the Board of Directors from time to time.

The Board of Directors shall establish and maintain its rates and charges under its Power Sales Contracts with its Participating Members to provide revenues which are sufficient, but only sufficient, together with other available revenues of the Agency, to cover the estimated Revenue Requirements of the Agency. In determining rates and charges necessary to produce sufficient revenues, the Agency shall take into account any anticipated (or actual) delinquency or default in payments by Participating Members. The Agency's rates and charges for power supply for the portion of a Participating Member's full requirements not met through the self-directed resource option discussed below and for all other bundled aspect of electric service to the Participating Members shall be set generally on a uniform postage stamp basis so as to recover all production and transmission costs in providing service to all Participating Members; provided, however, that the rates and charges may vary between Participating Members to reflect contracts with Participating Members having varying lengths of terms and/or contracts executed at different times, differences in delivery voltage level, delivery facilities costs, different load factors, and variances in service provided to Participating Members which enter into Capacity Purchase Agreements and Participating Members which do not (including a phase-in of postage stamp rates to reflect load factors of certain Participating Members) and may contain ratchets, premiums, load factor requirements and other provisions which affect all Participating Members or only Participating Members which obtain a portion of their requirements from any other source. Rates and charges may also vary between Participating Members based on the Cost Causation principle if the Board of Directors determines that Member or another Participating Member is a Cost Causer of an extra-ordinary expense or investment as defined herein above.

Notwithstanding the foregoing, the Board of Directors shall establish and maintain and may revise, amend or change from time to time in the future backup service rates for Participating Members with a hydroelectric plant and/or may charge such Participating Member for all actual costs incurred by IMEA attributable to the operation of said hydro-electric power plant, or the failure thereof, and/or costs incurred by IMEA due to the accreditation of said plant. In addition, the Board of Directors may establish separate Rate Schedules or may approve separate rate provisions in an Addendum to the Power Sales Contract for Participating Members that elect to have a portion of their full requirements met (as authorized herein) on a contracts-basis, rather than the standard socialized basis, or the Agency and one or more Participating Members, including Member, may execute Addendums to their Power Sales Contracts, so-as-to directly commit to a



portion of the output from individual eligible resource power purchase agreements or ownership arrangements. Rates and charges for the portion of the Participating Member's requirements being met under such Rate Schedules or Addendum will vary from Participating Members served exclusively or in different proportions from the socialized resource portfolio. The remainder of the Participating Member's full requirements shall be met under the Rate Schedules that recover the portion of the Revenue Requirement associated with the socialized resource portfolio.

The methodology for establishing rates and charges used by the Agency may be modified by the Agency from time to time.

The Agency shall place into effect initial rates and charges applicable on commencement of service by the Agency to the Participating Members under this new Power Sales Contract and thereafter at such intervals as it shall determine appropriate, but in any event not less frequently than once in each calendar year, the Agency shall review and, if necessary, revise its rates and charges under the Power Sales Contracts, to ensure that the rates and charges thereunder cover the Agency's estimated Revenue Requirements.

The Agency's rates and charges hereunder may include one or more automatic adjustment clauses which may be modified or changed periodically to ensure that the Agency is protected against changing cost of fuel, purchased power, taxes, and other costs of service. The automatic adjustment clauses may use estimated costs, with a later true-up to actual costs. The Agency may place an automatic adjustment clause in effect to recover costs from the date they were incurred upon thirty (30) days' notice to Member and shall provide Member supporting information which need not be the same detailed analysis as for base rate changes.

In connection with any revision of the Rate Schedule, except as to automatic adjustment clause rate changes, the Agency shall cause a notice in writing to be given to all Participating Members which shall set out any proposed revision of the Rate Schedule with the effective date thereof, which shall be not less than sixty (60) days after the date of the mailing of the notice, and which shall be accompanied by an analysis of the estimated Revenue Requirements for which the Rate Schedule is proposed to be revised and the derivation of the proposed rate. Member agrees to pay for electric power and energy made available by the Agency to it hereunder after the effective date of any revisions in the Rate Schedule in accordance with the Rate Schedule as so revised.

#### Section 4. Payment Obligation

##### (a) Nature of Obligation to Pay.

The obligation of Member to pay all rates and charges established by the Agency under Section 3 of this Contract for the delivery of power and energy and for other services provided by the Agency shall not be subject to any reduction, whether by offset, counterclaim, recoupment or otherwise, and shall not be otherwise conditioned upon the performance by the Agency of its obligations under the Power Sales Contracts for Participating Members or any other instrument or agreement. It is expressly understood that Member shall be obligated to pay all rates and

charges imposed for power and energy supplied hereunder regardless of whether any one or more projects or other facilities of the Agency constructed, purchased or undertaken to provide service hereunder are operating or operable at any time; provided, however, that except as provided by this subsection (a) nothing herein shall be construed to prevent or restrict Member from asserting any rights which it may have against the Agency under this Contract or under any provision of law, including the institution of legal proceedings for specific performance or recovery of damages.

(b) Limitation on Obligation to Pay.

All payments made by Member for services hereunder shall be made as operating expenses from the revenues of Member's electric utility system, or any integrated utility system of Member of which, Member's electric utility system may be a part, and from other funds of such system legally available therefor and shall be in addition to, and not in substitution for, any other payments, whether on account of dues or otherwise, owed by Member to the Agency. Member shall not be required to make payments under this Contract except from the revenues of Member's electric system, or other integrated public utility system of which the electric system is a part, and from other funds of such system legally available therefor. In no event shall the Agency, or any other person or entity, including any person or entity to which revenues under this Contract have been assigned or pledged, be entitled to look to, or seek to recover from, any other revenues, monies or property of Member for payment of any amounts due hereunder. The obligation of Member to make payments for services hereunder shall not constitute a general obligation of Member and shall not constitute indebtedness of Member for the purpose of any statutory limitation and Member shall not be required to make such payments from any source other than the revenues and funds referred to in the first two sentences of this paragraph. In no event shall Member be required to make payments under this Contract from tax revenues or to impose any new tax or adjust any existing tax for such purpose.

Member's electric utility system shall be deemed to be a part of an integrated utility system for purposes of this Contract if the revenues of the electric utility system (i) are commingled with the revenues of one or more utility systems owned by Member, or (ii) are utilized to pay operating expenses of Member's electric utility system and one or more other utility systems owned by Member, or (iii) are pledged to secure any bonds or other evidences of indebtedness issued to finance one or more utility systems owned by Member. For purposes of this paragraph, the term "commingled" shall not be deemed to include the keeping of funds in one bank account so long as such funds are separately accounted for on the books and records of Member. An integrated utility system shall not be deemed to exist hereunder merely (i) because Member's electric utility and another utility of Member are managed by the same commission or other public body, have common employees or facilities, the costs of which are shared, or undertake joint projects or (ii) where

surplus funds from one utility which are legally available for transfer to the general fund of Member are transferred or loaned to the other utility.

Section 5.     Billing

(a)     Billing Procedure

The calendar month shall be the standard period for all billing and settlements under this Contract. The Agency may, from time to time, adopt another standard period for billing and settlements. It is understood that, as soon as practicable after the end of each billing period, IMEA shall prepare and transmit a detailed statement to Member which shows amounts due from Member.

Billing period statements for charges under this Contract shall be rendered by IMEA in the month following the billing period in which the charges were incurred. Each payment shall be due, and payment of each bill shall be made to IMEA by electronic transfer or such other means as shall cause payment to be available for the use of IMEA on the first banking day following the tenth (10th) day after the date of invoice. Interest on unpaid amounts shall accrue daily at the then current published prime interest rate per annum as published in the Wall Street Journal or its successor to the extent permitted by law from the due date of such unpaid amount and until the date paid.

(b)     Billing Disputes

In the event that Member takes exception to a bill rendered by the Agency, Member shall pay the disputed amount and promptly inform the Agency in writing of the basis for the dispute. Member will not be entitled to any adjustment on account of any disputed charges which are not brought to the attention of the Agency in the manner herein specified within thirty (30) days of when Member first learns of the basis for the dispute.

Within thirty (30) days of receipt of the notice of the dispute, including a written explanation by Member of the nature of the dispute, the Agency shall respond to Member's protest in writing. In the event it is determined that all or part of the disputed payment was not properly payable, then the Agency shall refund such amount together with interest thereon from the date the amount was paid until the refund is made at an annual rate equal to that established pursuant to subsection (a) above.

In addition, any billing adjustment sought by Member which is related to the Agency obtaining a similar billing adjustment from any transmission or power or energy supplier to the Agency shall be dependent upon the Agency obtaining a corresponding adjustment from its supplier. The Agency shall pursue any such corresponding adjustment with due diligence, provided that the Agency considers such adjustment to be appropriate.

(c) Service Discontinuance and Contract Termination for Failure to Pay.

Whenever any amount due remains unpaid after the due date, the Agency may take all steps available to it under applicable law to collect such amount and, subject to any applicable regulatory requirements and any applicable requirements of the applicable Regional Transmission Organization, after giving thirty (30) days advance notice in writing of its intention to do so, suspend and discontinue service hereunder if the amount remains unpaid at the end of said 30-day period. Whenever any amount due remains unpaid for one hundred twenty (120) or more days after the due date and after giving thirty (30) days advance notice in writing of its intention to do so, the Agency may terminate this Contract. No such discontinuance or termination shall relieve Member from liability for payment for electric power and energy furnished hereunder or made available to Member where Member has an obligation to take such power and energy and has not, or for damages suffered by the Agency, or any other Participating Members, as a consequence of default by Member. The Agency may, either at law or in equity, by suit, action, mandamus, or other proceedings, enforce and compel the performance of the covenants, agreements, and obligations of Member under this Contract to be performed by Member or any officer or official thereof, including but not limited to an action for specific performance, injunction and/or for damages for the remaining term of this Contract.

(d) Partial Month Bill

In the event that the initial or final month's service under this Contract is for less than a full month's service, Member shall be billed for such partial month. The bill for such fractional part of a billing period shall be proportionately adjusted by IMEA in the ratio that the number of hours that electric service is furnished to Member (in such fractional billing period) bears to the total number of hours in the billing period involved. Except as provided in this subsection with respect to fractional billing periods at the beginning and end of service, there shall be no proration of demand charges under the Rate Schedule for any billing period during any part of which power is made available to Member.

Section 6. Delivery Conditions and Metering

(a) Electric Characteristics

The electric service furnished under this Contract shall be 60 Hertz, three phase alternating current and shall be delivered to the Delivery Points and metered by the Agency, or its designee, at such location or locations and such voltages as are shown on Schedule A. The Delivery Points, the Points of Measurement, the Delivery Voltage, and Special Conditions of Service shall be as set forth in Schedule A which may be amended by the Agency from time to time to include such other Delivery Points and Points of Measurements and other provisions as

may be established by the Agency. In the event the Agency and Member agree on the need for an additional Delivery Point, the Agency will exercise Prudent Utility Practice to obtain it. When electricity is measured at more than one (1) Point of Measurement, the maximum total coincident demand of Member's system shall be determined by combining the recorded demand at each Point of Measurement during the same 60-minute interval. Member shall maintain its system power factor in accordance with the requirements of the underlying transmission and/or distribution service provider and with Schedule A as it may be amended from time to time by the Agency.

Member shall install, own and maintain or cause to be installed and maintained at Delivery Point(s) established pursuant to this Contract or elsewhere at a location mutually agreeable to the Parties hereto such facilities as may be necessary to protect the system of the delivering entity, including such transformation, control, switching and protective equipment as meets Prudent Utility Practice and the requirements of the underlying transmission and/or wholesale distribution service provider(s).

Member shall provide or cause to be provided and maintained suitable protective devices on its system to prevent any loss, injury or damage that might result from single phasing conditions or any other fluctuation or irregularity in the supply of electrical power and energy. IMEA shall not be liable for any loss, (including Member electric system revenues), opportunity costs, injury or damage resulting from a single phasing condition or any other fluctuation or irregularity in the supply of energy which could have been prevented by use of such protective device.

(b) Responsibility for Facilities

The Agency's undertaking shall be complete upon the delivery of electric power and energy to the Delivery Points. Beyond the Delivery Points, except as the Parties may agree in writing otherwise, Member shall furnish and maintain all devices, equipment and appliances, including but not limited to, control, protection, regulation and load shedding equipment, required to utilize safely and efficiently the power and energy delivered by the Agency.

If load growth or other power supply requirements or construction of facilities necessitate modifying, upgrading or relocating the existing Delivery Points on the effective date or the then-existing Delivery Point(s) or adding new Delivery Point(s), unless otherwise agreed between the Agency and Member, Member shall be responsible for construction of, and all of the costs of, the new, modified, upgraded or relocated Delivery Point(s), except that the Agency shall pay the reasonable costs actually incurred for the necessary metering equipment. The location of any new or relocated Delivery Point shall be subject to approval by the Agency, which approval shall not be unreasonably withheld. Upon request by Member, the Agency may (but shall not be obligated to) provide initial funding for the construction of new Delivery Points, subject to the requirement that Member

reimburse the Agency therefor in the manner and timeframe determined by the Agency. In such event the cost thereof, with interest and Agency project management costs attributable to said Member requested service, shall be reimbursed by Member through lump-sum payment(s) or recovered from Member through the Agency's charges, all within a reasonable timeframe and as determined by the Agency.

Member shall provide, free of charge, suitable and sufficient space on its premises, including but not limited to all structures, enclosures and access facilities, for all electric facilities reasonably necessary for the Agency to deliver and measure power and energy to Member hereunder and shall grant to the Agency, or the Agency's designee, a right-of-way over Member's premises and property for the construction and maintenance of all such facilities as shall be placed thereon which are reasonably necessary for the provision of service to Member.

The design and operating characteristics of Member's electrical equipment at the Delivery Points shall be coordinated with the Agency and shall be subject to the Agency's approval, which approval shall not be unreasonably withheld.

(c) Metering

All electric power and energy delivered under this Contract shall be measured as to real and reactive demand and energy by suitable metering equipment, including any needed area interchange, totalizing or remote metering equipment, located, furnished, installed, maintained and tested by the Agency or its designated power or transmission supplier. All energy will be measured at the service voltage at the Delivery Point by IMEA or the delivering party. In cases where IMEA or the delivering party elects to measure at a secondary voltage, IMEA or delivering party may at its option adjust the reading to a primary basis by the use of compensating meters.

It is understood that in some instances the metering equipment may not be located at the Delivery Points. All meters shall be kept under seal, such seals to be broken only when the meters are to be tested and maintained.

Member shall provide at no cost to IMEA or delivering party suitable space, if necessary, for the installation of meters and metering equipment at the Delivery Points or Points of Measurement.

The Agency's meters or the meters of the underlying transmission or wholesale distribution service provider shall measure and record the electrical power and energy furnished hereunder at such Point of Measurement. Such metering equipment shall provide a continuous record of the 60-minute integrated total demand to Member at such Point of Measurement during each billing period throughout the term of the Contract. Such records shall be available at all

reasonable times to authorized agents of Member. Meter readings will be adjusted for losses where appropriate.

(d) Meter Testing

The Agency or the underlying transmission and/or wholesale distribution service provider shall test and calibrate meters or cause meters to be tested and calibrated by comparison with accurate standards at intervals not to exceed the periodic test schedule approved by the Illinois Commerce Commission for entities subject to its authority for similar meters. The Agency shall make or cause to be made special meter tests at any time at Member's request. The cost of all tests shall be borne by the Agency, except that if any special meter test made at Member's request shall disclose that the meters are recording accurately, Member shall reimburse the Agency for the cost of such tests. Meters registering not more than 2% above or below normal shall be deemed to be accurate. The readings for any meter which shall have been disclosed by test to be inaccurate shall be corrected in accordance with the percentage of inaccuracy found by such test for the period, not exceeding ninety (90) days, that such inaccuracy is estimated to have existed. Should any meter fail to register, the electric power and energy delivered during such period of failure shall for billing purposes be estimated by the Agency and Member from the best information available. The Agency shall notify Member or cause Member to be notified in advance of the time of any meter test so that Member's representative may be present at such meter test.

Testing procedures may be changed by the Agency from time to time to reflect current electric industry practice and such change shall be incorporated by the Agency within Schedule B. Member shall be entitled to install its own backup parallel metering.

(e) Limited Agency Relationship

Member hereby designates IMEA to be the agent for Member for the limited purpose of: (i) planning for and meeting requirements and obligations imposed on Member by the applicable RTO in connection with its status as a load serving entity or other market participant activities in the wholesale electricity markets of the applicable RTO; (ii) purchase of transmission services and wholesale distribution services in connection with the delivery of power and energy to serve Member's load, including any connection, interconnection, construction or related agreement with or tariff of the owner and/or operator of the transmission and/or distribution system to which Member's system is directly or indirectly connected; (iii) negotiating, executing and implementing any agreements with the owners of the transmission and distribution systems to which Member's distribution system is physically connected and the applicable RTO regarding transmission and distribution service necessary to deliver the power and energy to be supplied hereunder to Member and agreements regarding the connection of the respective systems and upgrades or new connections thereof; and (iv) managing any power

purchase agreement or ownership arrangement entered into by Member in connection with an election under the Member-Directed Resources option. IMEA agrees to act on Member's behalf as such agent.

Section 7. Additional Covenants of the Agency.

The Agency covenants and agrees as follows:

(a) Performance

The Agency shall perform all of its obligations under this Contract promptly with due diligence in accordance with Prudent Utility Practice. The Agency shall employ its best efforts to provide adequate, reliable and reasonable cost electric service to Member under this Contract. To this end the Agency shall plan to have such power and energy and such transmission resources available by contract or otherwise as are necessary and desirable to meet the requirements of all Participating Members, including reasonably anticipated growth as projected by the Agency.

The Agency will perform or cause to be performed services, including but not limited to, (i) coordinating and monitoring the investigating, studying, planning, engineering, designing, financing, installing, constructing, acquiring, operating, maintaining, retiring, decommissioning or disposing of any part of its Power Supply System; (ii) issuing and selling Bonds; (iii) planning, undertaking, coordinating and monitoring the economic dispatching and scheduling of power and energy to the Participating Members but only to the extent that the Agency possesses at the time its own load control capability; and (iv) providing such other services as the Agency from time to time shall determine to be appropriate or necessary to provide to Member and enable Member to utilize an adequate, reliable and economic supply of power and energy.

The duration and term of all contracts entered into by the Agency for the acquisition of facilities or for the acquisition of power and energy shall be determined by the Agency in light of its analysis of the power markets and determination of an appropriate mix of short, intermediate and long-term resources.

(b) Enforcement of Obligations

The Agency shall promptly collect all amounts due and enforce all provisions of the Power Sales Contracts and shall at all times maintain and promptly and vigorously enforce its rights against any Participating Member which does not pay sums when due or perform the contract obligations pursuant to the provisions of Section 5 of such Participating Member's Power Sales Contract. Likewise, IMEA will collect all amounts due and vigorously enforce its rights under and all provisions of any other contracts with any other purchasers.



(c) Records and Accounts

The Agency shall keep accurate records and accounts of its operations in connection with this Contract in accordance with generally accepted accounting practices. The Agency's books and records shall be audited independently once a year. Member shall have the right at any reasonable time to examine and audit such records at Member's expense.

(d) Prudent Utility Practice

The Agency shall, in accordance with Prudent Utility Practice: (i) at all times operate and conduct its business in connection with this Contract in an efficient manner, (ii) maintain the Power Supply System in good repair, working order and condition, and (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the Power Supply System so that at all times the business carried on in connection therewith shall be properly conducted.

(e) Other Services

The Agency may (but shall not be obligated to) provide such other services to Member as Member may request, including but not limited to, maintenance of Member's system, billing of Member's customers, safety training, load management, and meter reading. For any such service so provided by the Agency, the Agency will adopt charges therefor includable within its Rate Schedule(s), which charges shall be paid only by those Members requesting such service.

(f) Marketing Power.

After satisfying, to the extent provided for herein, the total requirements of all Participating Members, IMEA shall use its best-efforts to market and dispose of under the most economically advantageous terms and conditions obtainable, all its surplus electric power and energy which in the sole judgment of IMEA can be disposed of without adversely affecting performance by IMEA under this Contract.

(g) Sales to Non-Participating Members and Eligible Utilities

The Agency may provide power and energy to Members and eligible utilities as defined in the Act which are not Participating Members at rates and under terms and conditions to be prescribed by the Board of Directors.

Section 8. Additional Covenants of Member.

Member covenants and agrees as follows:

(a) Maintenance of Rates

Member shall maintain rates for electric power and energy to its customers so that such rates shall provide revenues which, together with other funds estimated to be available, will be sufficient to meet Member's obligations to the Agency under this Contract, and all other operating expenses of Member's electric system, and to pay all obligations of Member payable from, or constituting a charge or lien on, the revenues of its electric system.

If Member establishes or maintains an integrated utility system of which the electric system is a part for its electric, water, sanitary sewer, wastewater or similar utility systems (or any combination of two or more thereof which includes its electric system), it shall maintain its rates for the services provided to the customers of its integrated utility system so that such rates shall provide revenues, which, together with other funds estimated to be available, will be sufficient to meet Member's obligations to the Agency under this Contract, and all other operating expenses of Member's integrated utility system, and to pay all obligations payable from, or constituting a charge or lien on, the revenues of its integrated utility system.

(b) No Sale or Lease

Member shall not sell, lease or otherwise dispose of all or substantially all of its electric system except on one hundred twenty (120) days' prior written notice to the Agency and, in any event, shall not so sell, lease or otherwise dispose of the same unless all of the following conditions are met: (i) at the sole option of the Agency either (x) Member shall assign this Contract and its rights and interests hereunder to the purchaser, assignee or lessee of the electric system and such purchaser, assignee or lessee shall assume all obligations of Member under this Contract in such a manner as shall assure the Agency to its sole satisfaction that the amount of electric power and energy to be purchased hereunder and the amounts to be paid therefor will not be reduced, and if and to the extent deemed necessary by the Agency in its sole discretion to reflect such assignment and assumption, the Agency and such purchaser, assignee or lessee shall enter into an agreement supplemental to this Contract to clarify the terms on which power and energy are to be sold hereunder by the Agency to such purchaser, assignee or lessee; or (y) such purchaser, assignee or lessee shall enter into a new contract with the Agency for the purchase of electric power and energy in amounts, at prices and on terms which the Agency in its sole discretion determines not to be less beneficial to it and the other Participating Members than this Contract is and, upon such sale, lease or other disposition and the entering into of such new contract, this Contract shall be terminated; (ii) the senior debt, if any, of such purchaser, assignee or lessee, if such purchaser, assignee or lessee is not a Participating Member, shall be rated in one of

the three highest whole rating categories by at least one nationally-recognized bond rating agency; and (iii) the Agency shall by resolution determine that such sale, lease or other disposition will not adversely affect the other Participating Members of the Agency or the value of this Contract, or any new contract entered into pursuant to clause (i) (y) above, as security for the payment of Bonds and interest thereon or adversely affect the eligibility of interest on Bonds (then outstanding or thereafter to be issued) for federal tax-exempt status. The Agency shall make the determinations required by this subsection (b) within one hundred twenty (120) days of receipt by the Agency of the notice referred to in the first sentence of this subsection (b) and shall set forth those determinations in writing to Member.

In the event any sale, lease or other disposition is permitted pursuant to this subsection (b), Agency may request as additional security to preserve the flow of revenues under this Contract, and Member shall provide the funds to establish an escrow deposit equivalent to Member's pro rata contribution to the Agency's Revenue Requirements for the balance of this Contract's term. Every five years, after the establishment of such escrow deposit, Agency will release to Member such of the funds in the escrow equivalent to those paid to the Agency by Member's purchaser, assigns or lessee during such previous five years.

(c) Prudent Utility Practice

Member shall, in accordance with Prudent Utility Practice, (1) at all times operate its electric system, or integrated utility system of which the electric system is a part, and the business in connection therewith in an efficient manner, (2) maintain its electric system, or integrated utility system of which the electric system is a part, in good repair, working order and condition, and (3) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the electric system, or integrated utility system of which the electric system is a part, so that at all times the business carried on in connection therewith shall be properly conducted.

(d) Operating Expenses.

Member represents, warrants and covenants that all payments to the Agency pursuant to this Contract shall constitute operating expenses of Member's electric system (and any future ordinance authorizing borrowing by Member shall provide that such payments constitute operating expenses of the electric system) payable from any operating and maintenance fund established for such system, or for such integrated utility system of which the electric system is a part, and that such operating expenses are and shall remain payable from the revenues of Member's electric system, or integrated utility system, prior (except to the extent that any provision in any existing bond ordinance or borrowing resolution of Member governing outstanding obligations of Member provides to the contrary) to payment of any debt service payable from such revenues.

(e) Tax Status

- (i) Member shall not use or permit to be used any of the electric power and energy acquired under this Contract or operate its system in any manner or for any purpose or take any other action or omit to take any action which could, either alone or in conjunction with any other similar actions by Member or other Participating Members of the Agency, result in loss of the exclusion from gross income for federal income tax purposes of the interest on any Bond or Bonds issued by the Agency, or which could be issued by the Agency in the future, as that status is governed by the federal income tax laws, as amended from time to time, including but not limited to, Section 141 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations or any rulings promulgated thereunder or as affected by a decision of any court of competent jurisdiction (collectively, the “Tax Laws”).
- (ii) At the time of execution of this Contract, Member has no contracts whereby any person, corporation, partnership or other non-governmental entity agrees to purchase from Member electric power and/or energy provided to Member under this Contract for a period of more than thirty (30) days except as shown on Schedule D hereto, and Member has no current expectation of entering into any such contracts, except as set forth in Schedule D hereto. At least sixty (60) days prior to entering into any contract whereby any person, corporation, partnership or other non-governmental entity agrees to purchase from Member electric power and/or energy provided to Member under this Contract for a period of more than thirty (30) days, Member shall notify the Agency of its intent to enter into such contract and provide copies of such contract to the Agency. Within sixty (60) days after receipt of such notice, the Agency shall advise Member as to whether, in the opinion of counsel of recognized standing in the field of law relating to municipal bonds selected by the Agency, the entering into of such contract would result in a violation of the covenant in clause (i) above. The cost of this opinion shall be borne by Member. Any determination by the Agency that any such contract would violate the-covenant set forth in clause (i) above shall be made by the Agency based upon the aforementioned opinion. In the event that allocations are necessary under the Tax Laws to determine whether entering into any such contract violates the covenant set forth in clause (i) above, the Agency shall make such allocations, in its sole discretion, after receipt of an opinion of counsel of recognized standing in the field of law relating to municipal bonds selected by the Agency and paid for by Member.

(f) Sale of Power.

Member shall not sell at wholesale any of the electric power and energy delivered to it hereunder by the Agency to any customer of Member or any other entity for

resale by that customer or entity, unless it has first given the Agency 60 days written notice of its intent to sell such power and energy. The Agency, after receipt of such notice, shall have 30 days in which to impose limits on the amount of power and energy to be sold or to veto such sale if the sale will jeopardize the Agency's availability of resources to serve its Participating Members or increase the cost of power and energy to the Agency.

- (g) Member Rate Design. Nothing in this Contract shall be construed to diminish or surrender the power of Member to regulate the rate design for public services rendered by Member to its ratepayers.

Section 9. Cooperation.

If it becomes necessary by reason of any emergency or extraordinary condition for either the Agency or Member to request the other Party to furnish personnel, materials, tools, or equipment for the accomplishment of its obligations hereunder, the other Party shall cooperate with the requesting Party and render such assistance as the other Party may determine to be available. The Party making such request, upon receipt of itemized bills from the other Party, shall promptly reimburse the other Party for all costs reasonably associated with providing assistance, including but not limited to costs of labor, supplies, facilities and equipment and may include an amount not to exceed ten percent (10%) of the total for administrative and general expenses; such costs are to be determined on the basis of current charges or rates used in its own operations by the Party rendering the assistance.

Section 10. Assignment of Contract.

- (a) This Contract shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties to this Contract provided, however, that, except for any assignment by the Agency authorized by subsection (b) of this section, and except for any assignment by Member in connection with the sale, lease or other disposition of all or substantially all of its electric system as provided for in Section 8(b) above, neither this Contract nor any interest herein shall be transferred or assigned by either Party, except with the consent in writing of the other Party, which consent shall not be unreasonably withheld, it being understood that it would be reasonable for the Agency to withhold such consent if such transfer or assignment would (i) reduce the total amount of electric power or energy being sold hereunder; (ii) be to a party (other than a Participating Member of the Agency) with senior debt, if any, not rated in one of three highest whole rating categories by at least one nationally recognized bond rating agency; or (iii) adversely affect the value of this Contract or any new contract entered into pursuant to clause (i) (y) of Section 8(b) hereof as security for the payment of Bonds and interest thereon or affect the eligibility of interest on Bonds (whether then outstanding or thereafter to be issued) for federal tax-exempt status. No assignment or transfer of this Contract shall relieve the Parties of any obligation hereunder, unless specifically agreed to in writing by the other Party. It is understood and agreed that if this Contract is assigned or pledged by the Agency pursuant to subsection (b) of this section 10, no

proposed assignment of this Contract by Member shall be consented to by the Agency except in accordance with the terms of such assignment and pledge by the Agency and any applicable Bond Ordinance or other governing instrument of the Agency, in addition to the foregoing.

- (b) It is understood and agreed that the Agency may issue Bonds (or other financial instruments) and enter into long-term contractual obligations on behalf of the Agency and Participating Members in connection with meeting its obligations under this Contract. Member acknowledges and agrees that the Agency may assign and pledge to any trustee or similar fiduciary designated in any Bond Ordinance all of, or any interest in, the Agency's right, title and interest in, to and under this Contract and all payments to be made to the Agency under the provisions of this Contract as security for the payment of the principal (including sinking fund installments) of, premium, if any, and interest on any Bonds and all other payments as required by the Bond Ordinance and may deliver possession of this Contract to such trustee in connection therewith, and, upon such assignment, pledge and delivery, the Agency may grant to such trustee any rights and remedies herein provided to the Agency and thereupon any reference herein to the Agency shall be deemed, with the necessary changes in detail, to include such trustee. Member agrees to take all steps necessary to facilitate any such assignment and pledge.

#### Section 11. Insurance.

The Parties to this Contract shall each procure and maintain such policies of general liability insurance and other insurance or self-insurance as shall be necessary in accordance with Prudent Utility Practice to insure themselves against any claim or claims for damages arising by reason of property damage, personal injury or death occasioned directly or indirectly in connection with the operation of its electric system, or integrated utility system of which the electric system is a part, or the performance of activities undertaken by it in connection with this Contract.

The Agency and Member shall maintain insurance, if available, or self-insurance on their electric facilities to cover damage or accident to those facilities in an amount consistent with Prudent Utility Practice.

Each Party agrees to defend, indemnify and hold harmless the other Party against any and all claims, liability, loss, damages or expense, including attorneys' fees, caused by or resulting solely from the operation of the indemnifying Party's electric facilities, or integrated utility system facilities, or solely from the negligent acts or omissions of the indemnifying Party, its employees or agents. This provision is not intended to be, and shall not be construed to constitute, a waiver for any purpose as to any person or entity of any statutory claim, procedure or statutory limitation on liability applicable to either Party.

#### Section 12. Opinions as to Validity.

If reasonably requested by the Agency in connection with a financing or long-term contract by the Agency, Member shall timely furnish the Agency with an opinion by an attorney or firm of

attorneys and a certificate from Member to the effect that (i) Member is a political subdivision and municipal corporation of the State of Illinois and is fully authorized and empowered under the laws of the State of Illinois to enter into this Contract and to perform its obligations hereunder, (ii) based upon the attorney's knowledge and due investigation, no consent, order, waiver or any other action by any person, board or body, public or private, is required as of the date of execution of this Contract by Member for Member to enter into this Contract and to perform its obligations hereunder, (iii) based upon the attorney's knowledge and due investigation, there is no action, suit or proceeding at law or in equity or by or before any court, administrative agency, governmental instrumentality or other agency pending or threatened against or affecting Member or its electric utility system (or, if Member's electric utility system shall be deemed to be a part of an integrated utility system, such integrated utility system) which seeks to prohibit, restrain or enjoin Member from entering into or complying with its obligations contained in this Contract, including payment of obligations to the Agency, or in any way affects or questions the validity or enforceability of this Contract, or in any way might materially adversely affect Member's ability to carry out the transactions contemplated by this Contract, (iv) this Contract has been duly and validly authorized, executed and delivered by Member and constitutes a legal, valid and binding obligation of Member enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization and similar laws of general application relating to the rights and remedies of creditors, and (v) the execution and delivery of this Contract and compliance by Member with its terms will not conflict with, or constitute on the part of Member a breach of or a default under, any existing statute, law, governmental rule, regulation, decree, resolution, ordinance, charter or order, or any agreement, indenture, mortgage, lease or instrument to which Member is subject or by which it is or its properties are or may be bound.

Member shall at its sole expense furnish the Agency, in form and substance satisfactory to and at such time requested by the Agency, such additional legal opinions, certificates, instruments and other documents as the Agency may reasonably request. The Agency shall at its sole expense furnish Member, in form and substance satisfactory to and at such time requested by Member, such additional legal opinions, certificates, instruments and other documents as Member may reasonably request.

### Section 13. Dispute Resolution/Procedure.

Should any dispute arise under this Contract concerning the interpretation or application of the Contract or should any controversy, claim or counterclaim arise, then before the initiation of litigation, such dispute shall be submitted to the chief executive officers of the Parties for resolution. Each Party shall designate its chief executive officer. In the event no agreement is reached, the Parties shall have all remedies, either at law or in equity, including but not limited to an action for specific performance, mandamus, and/or injunction.

Section 14. General Provisions.

(a) Regulation.

This Contract, and the respective obligations of the Parties hereunder, are subject to all valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction.

(b) Access and Information.

Duly authorized representatives of the Agency and Member shall be permitted to enter the other's premises at all reasonable times in order to carry out the provisions of this Contract.

The Agency and Member will promptly furnish each other such information as may be reasonably requested from time to time in order to carry out more effectively the intent and purpose of this Contract, or as may be reasonably necessary and convenient in the conduct of the operations of the Party requesting such information. Without limiting the generality of the foregoing, Member shall, upon request, furnish to the Agency all such information, certificates, engineering reports, feasibility reports, information relating to load forecasting and power supply planning, financial statements, opinions of counsel (including the opinion required by Section 12 hereof), official statements and other documents as shall be reasonably necessary in connection with any financial reporting by the Agency, or any issuance of Bonds or any other financing instruments and other contractual obligations undertaken by the Agency on behalf of the Participating Members.

Each Party may audit the books and records of the other Party upon reasonable request, and the cost shall be paid by the requesting Party.

Member shall assist the Agency in forecasting Member's power and energy requirements to be provided under this Contract. To this end Member shall promptly provide the Agency with notice of all anticipated changes in Member's electric load and shall provide the Agency with Member's projected future power and energy requirements in such form or for such periods as the Agency may from time to time request. Member also shall provide the Agency with all other information reasonably sought by the Agency for the purpose of load forecasting and planning.

Member further agrees to provide such certificates and opinions as may be required by the Agency for any financing or other financial security.

(c) Compliance with Terms of Service.

Member agrees to comply with all terms and conditions of service applicable to sales of power and energy and/or transmission and wholesale distribution service



procured by the Agency from any supplier for Member's load, including any connection, interconnection, construction or related agreement with or tariff of the owner and/or operator of the transmission and/or distribution system to which Member's system is directly or indirectly connected. The Agency shall provide Member with a copy of all such terms and conditions of service.

(d) Demand-Side Programs.

Member agrees to cooperate with and endeavor to implement at Member's cost any demand-side, demand response, conservation, load management and similar programs of the Agency adopted in connection with the provision of service hereunder.

(e) Relationship to and Compliance with Other Instruments.

It is recognized by the Parties hereto that, in undertaking, or causing to be undertaken, the planning, financing, construction, acquisition, operation and maintenance of the Power Supply System, the Agency must comply with the requirements of any Bond ordinance, any agreements for the purchase or transmission of power and energy, any agreement with any owner or co-owner of or participant or co-participant in any facility included in the Power Supply System relating to the construction, operation or maintenance thereof and all licenses, permits and regulatory approvals necessary for such planning, financing, construction, acquisition, operation and maintenance, and it is therefore agreed that the Agency's performance under this Contract must be consistent with the terms and provisions of any Bond Ordinance, any such agreements for the purchase or transmission of power and energy (including any provisions for the curtailment or interruption of power and energy or transmission service contained therein), any such agreement with any owner or co-owner of or participant or co-participant in any facility included in the Power Supply System and all such licenses, permits, and regulatory approvals.

(f) No Relationship Created

None of the provisions of this Contract is intended to create, nor shall it be deemed to create, any relationship between the Parties other than that of independent entities contracting with each other solely for the purpose of effectuating the provisions of this Contract. Except as specifically provided for herein, neither Party, nor any of their respective officers, agents or employees, shall be construed to be an officer, agent or employee of the other, solely by reason of the existence of this Contract. Except as specifically provided for herein, neither Party shall make any contract or representation, or incur any liability or obligation whatsoever, on behalf of or in the name of the other Party.

(g) Amendment.

Except as provided for expressly herein, neither this Contract nor any terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing executed by each Party to this Contract.

(h) Governing Law.

This Contract shall be governed by, and construed in accordance with, the laws of the State of Illinois without regard to any conflicts of law principles.

(i) Delays and Waivers.

The failure of either Party to insist in any one or more instances upon the performance of any of the terms, covenants or conditions of this Contract shall not be construed as a waiver or relinquishment of the future performance of any other term, covenant or condition, but the defaulting Party's obligation with respect to future performance of any other term shall continue in full force and effect. The failure of either Party to take any action permitted to be taken by it by this Contract shall not be construed as a waiver or relinquishment of that Party's right thereafter to take such action.

(j) Headings; References.

The headings used in this Contract are for convenience only and shall not constitute a part of this Contract. Unless the context clearly requires otherwise, all references to "Sections" and other subdivisions are to the sections and subdivisions of this Contract.

(k) Severability.

In the event that any of the terms, covenants or conditions of this Contract, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction under the circumstances, the remainder of this Contract and the application of its terms, covenants or conditions to such persons or circumstances shall not be affected thereby. If any provision of this Contract is held invalid, the Parties agree to negotiate a revision to this Contract which to the extent possible restores the original intent of this Contract with respect to the invalid provision.

In the event that any of the terms, covenants or conditions of any Power Sales Contract for Participating Members (other than this Contract), or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction under the circumstances, it is agreed by the Parties hereto that such invalidity shall have no effect whatsoever upon any of the terms, covenants or conditions of this Contract.

(1) Notices.

Any notice required or permitted under this Contract shall be in writing and shall be given by personal delivery, including by electronic mail; by private courier service, such as Federal Express or United Parcel Service; or by certified mail, return receipt requested, addressed as follows:

To the Agency: Illinois Municipal Electric Agency  
Attention: President & CEO  
3400 Conifer Drive  
Springfield, Illinois 62711  
e-mail: kgaden@imea.org

To Member: City of Highland  
Attention: Mayor  
1115 Broadway  
P.O. Box 218  
Highland, IL 62249

Either Party may, by written notice, designate a different or additional address for notices to it. All notices hereunder shall be effective only upon receipt by the Party to which notice is being given. If a Party declines or refuses to accept or otherwise frustrates reasonable attempts to make delivery of the notice, the notice shall be deemed to have been received and shall be effective as of the date one day after it was sent.

(m) Survivorship of Obligations.

The termination of this Contract shall not discharge either Party hereto from any obligation it owes to the other Party under this Contract by reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such termination. It is the intent of the Parties hereby that any such obligation owed (whether the same shall be known or unknown at the termination of this Contract or whether the circumstances, events, or basis of the same shall be known or unknown at the termination of this Contract) shall survive the termination of this Contract.

Section 15. No Adverse Distinction

IMEA agrees that there shall be no adverse distinction and no pattern of undue discrimination in carrying out its obligations under this Contract relating to Member as compared to other Participating Members; provided, however, that differences in treatment between Participating Members based on variances in cost of service determined by the Agency and other criteria as provided for in Section 3 shall not be considered an adverse distinction or undue

discrimination for purposes of this Contract. Member's sole remedy for adverse distinction is pursuant to this Contract.

Section 16. Intergovernmental Freeze.

This Contract and the obligations hereunder shall not be subject to the Local Government Financial Planning and Supervision Act of the State of Illinois, or, to the extent permitted, to any other stay, moratorium, freeze or bankruptcy law.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their proper officials, respectively, being thereunto duly authorized, and their respective corporate seals to be hereto affixed, as of the day, month and year first above written.

ILLINOIS MUNICIPAL ELECTRIC AGENCY

By: \_\_\_\_\_  
President & CEO

ATTEST:

\_\_\_\_\_  
Assistant Secretary-Treasurer

CITY OF HIGHLAND, ILLINOIS

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

ATTEST:

\_\_\_\_\_  
City Clerk

**REVISED SCHEDULE A**

**ILLINOIS MUNICIPAL ELECTRIC AGENCY  
SERVICE SPECIFICATIONS**

**MEMBER: City of Highland, Illinois**

1. Applicability. These service specifications are applicable to the Power Sales Contract dated as of June 1, 1990 covering the supply and delivery of electric power and energy by the Agency to the City of Highland, Illinois, hereinafter referred to as the "Participating Member."
2. Points of Delivery. The Agency is obligated to deliver electric power and energy contracted for the Participating Member at the following points and voltages, which are shown in the diagram under paragraph 5 hereof:

<u>Delivery Point Identity and Location</u>	<u>Delivery Voltage</u>
a) City's connection to Ameren transmission line dead end structure south of Ameren Jarvis substation	138 kV
b) City's tap on Ameren 34.5 kV Line [REDACTED], West Side Substation	34.5 kV (N.O.)
c) All dedicated generation	
1) Units 7, 8	2.4 kV
2) Units 1, 2, 3, 9, 10	0.48 kV

3. Points of Measurement. The Agency shall meter electric power and energy delivered to the Participating Member as follows and as shown in the diagram under paragraph 5 hereof:

<u>Metering Point Identity and Location</u>	<u>Metering Voltage</u>
a) Ameren Jarvis substation.	138 kV
b) West Side Substation Bkr. [REDACTED] line terminal	34.5 kV (N.O.)
c) All dedicated generation	
1) Units 7, 8	2.4 kV
2) Units 1, 2, 3, 9, 10	0.48 kV

4. Adjustments. Where electric power and energy are metered on the low side of a transformer at any Point of Delivery, meter readings for all electric power and energy supplied by the Agency at such metering point will be increased to compensate for transformer losses between the delivery voltage and the metering voltage.

If there are other losses between any Point of Measurement and any Point of Delivery, an appropriate loss factor will be used to compensate for losses.

5. Diagram: Following is a one-line diagram of the facilities at each Point of Delivery and Point of Measurement. The engineering and electric system design information contained in the attached one-line drawing classifies as Critical Electric Infrastructure Information (CEII) and it is not available for public inspection. A public version is attached for public records purposes.

Effective: \_\_\_\_\_

Approved: \_\_\_\_\_ Issued by: \_\_\_\_\_

**SCHEDULE B**

**ILLINOIS MUNICIPAL ELECTRIC AGENCY  
POWER SALES RATE SCHEDULE**

**TO BE APPROVED BY IMEA BOARD OF DIRECTORS IN THE FUTURE.**

**SCHEDULE D**

**MEMBERS LONG TERM POWER CONTRACTS FOR SALES**

**CAPACITY PURCHASE AGREEMENT  
BETWEEN  
ILLINOIS MUNICIPAL ELECTRIC AGENCY  
AND THE  
CITY OF HIGHLAND, ILLINOIS**

This Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between ILLINOIS MUNICIPAL ELECTRIC AGENCY (“IMEA” or the “Agency”), a body politic and corporate, municipal corporation and unit of local government of the State of Illinois, and the CITY OF HIGHLAND, ILLINOIS (“Member” or “Highland”), a municipal corporation created and existing under the laws of the State of Illinois. The Agency and Member may also be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, IMEA and Member have entered into a Power Sales Contract, dated the same day as this Capacity Purchase Agreement, pursuant to which Member has agreed to purchase and IMEA has agreed to provide and sell, subject to certain limitations, all of the electric power and energy required for the operation of Member’s municipal electric utility and to meet the full service obligation of Member’s service area for an initial term of October 1, 2035 through May 31, 2055, the term of which may be extended from time to time in the future, either automatically or by amendment; and

WHEREAS, Member owns certain electric generating units connected to its electric distribution system that are available for dedication to IMEA; and

WHEREAS, the parties hereto desire to enter into an Agreement that will make available to IMEA effective use of Member’s generating capacity on a year-round basis and for the duration of Member’s Power Sales Contract; and

WHEREAS, IMEA and Member have agreed to Terms and Conditions, attached hereto as Exhibit “A”, which are substantially the same as those in the Capacity Purchase Agreements that IMEA has entered or will enter into with other Participating Members that own and have dedicated all or a portion of their generating capacity to IMEA.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties do hereby mutually agree as follows:

1. The Board of Directors of IMEA shall adopt, approve, and provide for the implementation of the IMEA Member Generation Policy to govern the Generating Facilities dedicated to IMEA’s use under this Agreement and Capacity Purchase Agreements with other Participating Members. The Board shall have full authority to revise existing provisions of the Member Generation Policy, to add to the matters and things covered thereunder as circumstances warrant, and to reorganize and/or restate the Member Generation Policy. The IMEA Member Generation Policy shall be revised, or shall be deemed to have been revised, to comport with any new or revised requirements of the applicable RTO as they relate to the Member’s Generating Facilities.



2. The Member shall license, operate, and maintain, at its sole expense, the generating units (“Generation”) identified in Table “A” of Exhibit “A” attached hereto, connected to Member’s electric system through switchgear capable of operating in parallel with the utility grid. Table “A” identifies both Generation that is dedicated to IMEA hereunder as Dedicated Capacity and other Generation owned by Member, if any, that consists of either Non-Dedicated units or Emergency Only units as those terms are used from time to time under the then current IMEA Member Generation Policy.
3. The Generation identified as Dedicated Capacity on such Table “A” shall be treated as Dedicated Capacity under the terms and conditions set forth in Exhibit “A” attached hereto and incorporated herein by reference, and the IMEA Member Generation Policy in effect from time to time.
4. Member shall have sole responsibility for final determination of the suitability for service of the Generation. Member shall have sole responsibility for the safety of its workers on or about the Generation.
5. Member agrees to defend, indemnify, and hold harmless IMEA against any and all claims, liabilities, loss, damages, or expenses, including attorney’s fees, caused by, or resulting solely from the operation of the Generation covered by this Agreement unless such claims, liabilities, loss, damages, or expenses are directly attributable to willful, malicious, or grossly negligent acts of IMEA.
6. For environmental purposes, without waiving the permitting requirements set forth in the Terms and Conditions in Exhibit A, IMEA will determine each year a targeted maximum annual plant factor for Members’ generating units that are to be used as Dedicated Capacity (currently 10%), similar to how it has been done under IMEA Resolution #00-10-536 and Member shall license the Generation so as to be able to maintain at least such annual plant factor.
7. The Effective Date and delivery term of this Agreement shall be the same as the Power Sales Contract between Member and IMEA, which is a separate and distinct agreement between the Parties. The delivery term of this Agreement shall be extended to continue to match that of the Power Sales Contract as it may be extended from time to time in the future. Notwithstanding the foregoing, Member may terminate this Agreement with respect to any or all of the Generation with a 180-day notice to IMEA for the purpose of retiring or otherwise removing any or all of the Generation from Member’s system. Otherwise, this Agreement shall terminate upon mutual consent of the parties or upon termination of the Power Sales Contract between Member and IMEA. In the event this Agreement should be terminated or not be in effect for any reason, or if the Member for any reason is not entitled to payment for services rendered hereunder, the Power Sales Contract shall remain in full force and effect.

8. To the extent that any provision of this Agreement is deemed to be inconsistent with the provisions of Exhibit "A" hereof, the provisions of Paragraphs 1 through 7 of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers, respectively, being thereunto duly authorized, as of the day, month and year first above written.

**ILLINOIS MUNICIPAL ELECTRIC AGENCY**

BY: \_\_\_\_\_  
President & CEO

ATTEST: \_\_\_\_\_  
Assistant Secretary/Treasurer

**CITY OF HIGHLAND, ILLINOIS**

BY: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

## Exhibit "A"

### CAPACITY PURCHASE AGREEMENT

#### Terms and Conditions

##### SECTION 1 – DEFINITIONS

Definitions. The following terms when capitalized shall, for all purposes of this Agreement, have the following meanings:

Cost of Fuel shall mean the actual cost of fuel used as determined on a weighted average basis. The weighted average cost of fuel shall be defined as the cost of fuel on hand at the beginning of the month plus the cost of fuel received during the month, divided by the total quantity of fuel on hand and received during the month. The weighted average cost of fuel calculated in any month shall be used as the cost of fuel on hand for the following month. The cost of fuel shall include the cost of fuel in inventory and the expense of unloading the fuel from the shipping media. The cost of fuel in inventory includes the weighted average cost of fuel, freight, and other transportation expenses, including pipeline company charges or penalties related to restricted flow notices, excise taxes, and other expenses directly assignable to the cost of fuel. For all generation, the cost of transportation, in this usage, shall not include the cost of unloading the fuel, so as not to double count it.

Dedicated Capacity shall mean, with respect to any Generating Facility, the dependable capacity of such Generating Facility as established and revised from time to time by IMEA through tests performed pursuant to Section 3 hereof. As of any date, the preliminary Dedicated Capacity shall be the dependable capacity most recently established through such tests and shall be subsequently listed on Table A hereof, except that:

- For purposes of determining payments for the Dedicated Capacity/Capacity Credits, the amount of the Generation that is considered to be Dedicated Capacity shall be limited to the lesser of: (i) the net tested capability of the Generating Facilities listed under the category of Dedicated Capacity on Table A, as amended from time to time; (ii) such net tested capability as reduced by any limitations imposed under this Agreement and the IMEA Member Generation Policy for a replacement resource or other transfer that exceeded the allowed or approved amount, thereby creating non-dedicated capacity; (iii) the declared Dedicated Capacity for such Generating Facilities by the Member; (iv) the installed or net tested capacity value for the unit (currently referred to in the industry as ICAP) that is recognized by the RTO for purposes of bidding the forced outage adjusted or usable portion thereof (currently referred to in the industry as UCAP or SAC) and allowed to be bid into the RTO's capacity auctions or used in an IMEA capacity or load management program; and (v) Member's highest peak demand (kW) from the previous three calendar years. Notwithstanding the foregoing, if IMEA or the Member has appropriate rights and/or approvals from the RTO and any other required entity for the members' Generating

Facilities to exceed its peak demand by a limited or unlimited amount, that amount shall be added to the peak demand for purpose of the above determination. Such Dedicated Capacity Payment shall be adjusted on May 1 of each calendar year following the effective date of this Capacity Purchase Agreement based on the previous year's testing, and Table A will be or shall be deemed to be amended to reflect the new Dedicated Capacity amount for payment purposes.

Generating Facilities shall mean those generating facilities of Member which are listed (or if Table A has not been properly updated, those generating facilities of Member that should be listed) as Dedicated Capacity on Table A. Additional Generating Facilities may be added to Table A as Dedicated Capacity by the Member only with the written consent of IMEA, following approval by the IMEA Board of Directors, which approval and consent shall be determined in the Board's reasonable discretion. Where the Member's Generating Facilities or a portion thereof consist of one or more units of a common type (e.g. natural gas-fired steam generating units or internal combustion engines) such Generating Facilities shall be treated as a single Generating Facility for purposes of determining payments for Dedicated Capacity.

Point of Delivery shall mean any point at which IMEA shall be required to deliver power and energy to the Member as set forth in Schedule A of the Power Sales Contract, and will include the point of connection of each of the Generating Facilities and other Generation as listed on Table A.

Power Sales Contract shall mean the power sales contract, dated as of \_\_\_\_\_, \_\_\_\_\_, between IMEA and the Member pursuant to which IMEA sells to the Member, and the Member purchases from IMEA, capacity and energy on the terms and conditions set forth therein, as amended from time to time and/or Power Sales Contracts with other Participating Members, as the context requires.

Prudent Utility Practice shall mean any of the practices, methods and acts which, in the exercise of reasonable judgement in the light of the facts (including but not limited to any practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry prior thereto) known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with reliability, safety and expediency. In applying the standard of Prudent Utility Practice to any matter under this Agreement, equitable considerations shall be given to the circumstances, requirements and obligations of each of the Parties, and there shall be taken into account the fact that the Agency and Member are both political subdivisions and municipal corporations of the State of Illinois with prescribed statutory powers, duties and responsibilities. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or acts, to the exclusion of all others, but rather to a spectrum of possible practices, methods, or acts which could have been expected to accomplish the desired result at reasonable cost consistent with reliability, safety and expediency. Prudent Utility Practice includes due regard for manufacturer's warranties and the requirements of governmental agencies which have jurisdiction.

Regional Transmission Organization or "RTO" shall mean the entity designated by the Federal Energy Regulatory Commission ("FERC") to direct operation of the regional electric transmission grid in its area, including the dispatching of generating resources (which shall include the Generating Facilities covered by this Agreement), and that controls the wholesale electric markets

for its area. The RTOs that currently control the areas where IMEA's Participating Members are located are Midcontinent Independent System Operator, Inc., or its successor ("MISO"), and PJM Interconnection, LLC, or its successor ("PJM"). At the execution of this Agreement, for those Participating Members that are served by Commonwealth Edison Company for transmission service, the currently applicable RTO is PJM. For those Participating Members that are served by Ameren Illinois Company, City of Springfield CWLP, Southern Illinois Power Cooperative, or Hoosier Energy Rural Electric Cooperative, Inc., the currently applicable RTO is MISO. Throughout the duration of this Agreement the applicable RTO is subject to change for reasons that are outside the control of the Agency and the Participating Members.

## **SECTION 2 – DEDICATED CAPACITY**

- (A) Commencing on October 1, 2035, Member shall make available to IMEA for use by IMEA and IMEA shall take delivery from Member of the Dedicated Capacity of each of Member's Generating Facilities.
- (B) The electrical output of the Dedicated Capacity shall be delivered to IMEA at Member's Points of Delivery.
- (C) Neither IMEA nor Member shall be responsible for the transmission, control, use or application of electric power provided under this Agreement on the other Party's side of the Point of Delivery therefor and shall not, in any event, be liable for damage or injury to any person or property whatsoever arising, accruing, or resulting from, in any manner, the receiving, transmission, control, use, application, or distribution by IMEA or Member of said electric power.
- (D) IMEA will not schedule the operation of Member's Generating Facilities at levels less than the minimum operating capacity of such Generating Facilities established in accordance with the provisions of Section 5(A) hereof.
- (E) The payment for Dedicated Capacity, Dedicated Capacity operation, dispatch, and the treatment of dedicated co-generation capacity under this agreement shall be in accordance with the provisions of Attachment I which is attached hereto and incorporated herein by reference.

## **SECTION 3 – TEST PROCEDURES**

The preliminary Dedicated Capacity in kW of a Generating Facility shall be determined through tests performed according to the requirements of the RTOs as reflected in the testing provisions of the IMEA Member Generation Policy, as the same may be modified from time to time. If the RTO requirements change in the interim between annual tests and require retesting before the next normally scheduled test, then tests to confirm the new preliminary Dedicated Capacity shall be performed as soon as practical after a revision of the RTO requirements. Table A will then be modified according to the results of the test. If the relevant RTO stops having testing requirements, IMEA shall establish such testing requirements in the Member Generation Policy, as considered and approved by the IMEA Board of Directors from time to time.

Tests will be conducted at least annually, or more often at the request of either party or as required by the relevant RTO; in no case will the test be performed more than twice in one year unless a test required by the relevant RTO is called by the RTO after 2 tests have already been completed. IMEA shall base the net tested capability on periodic capability tests, but the tested capability will not exceed the manufacturer's name plate rating. Member may utilize the kVA nameplate rating as the maximum capability of a unit provided that the unit(s) can operate at the tested power factor during typical peak operations. Table A will then be modified according to the results of the test. Payment for the revised Dedicated Capacity shall begin on the later of May 1 or the first day of the month following the period in which the test was performed, and the test results were provided to and accepted by Member.

The tests shall be conducted jointly by representatives of IMEA and Member with Member personnel and equipment necessary to operate the Generating Facilities being furnished and paid for by Member.

#### **SECTION 4 – PAYMENT FOR DEDICATED CAPACITY**

- (A) Member Capacity Credits shall be determined in accordance with the provisions of Attachment I. The Board of Directors of IMEA shall review and, if necessary, revise the Member Capacity Credits along with its review of the Rate Schedules in the Power Sales Contract.
- (B) IMEA shall prepare and send to Member a statement showing the amounts due and payable for its Dedicated Capacity each month along with the bill for power supply under the Power Sales Contract. Payments will be in the form of credits on the Power Sales Contract bill unless requested otherwise by Member, in which case payments under this Agreement shall be due and payable on or before the 30<sup>th</sup> day following receipt of the statement. The form of the statement shall be specified by IMEA.
- (C) Should all or a portion of the Dedicated Capacity not be available to IMEA in any month due to equipment failure or breakdown, Member shall use its best efforts to correct such failure or breakdown as promptly as possible.
- (D) Dedicated Capacity of any Generating Facility removed from availability for scheduled maintenance procedures, testing and training may continue to receive monthly payments under certain circumstances if appropriate notice is given and approval granted by IMEA. The circumstances where payments will be withheld shall be as reasonably determined by the IMEA Board of Directors for different types and timing of outages as set forth in the IMEA Member Generation Policy in effect at that time, which may be amended from time to time.
- (E) If all or part of the Dedicated Capacity from any Generating Facility is unavailable for a continuous period of twelve (12) months other than due to its removal from availability by prior written notice to, and with the approval of IMEA, which period may be extended up to a total of twenty-four (24) months, or such longer period as allowed by the Agency's Board of Directors, in accordance with the then current Member Generation Policy, IMEA shall have the right to reduce the Dedicated Capacity for such Generating Facility for the

remainder of the term of this Agreement by the amount of such unavailability expressed in kilowatts and Table A shall be revised accordingly.

- (F) Reporting forms for Member to use in reporting costs and operational details to IMEA are included under Attachment II and shall be updated and amended from time to time by the Agency as required to comply with the policies, rules, and tariffs of the RTOs and/or as approved by the Agency's Board of Directors, as part of any amendments to the Member Generation Policy from time to time.

## **SECTION 5 – RESPONSIBILITIES OF MEMBER**

Member shall, without any additional charge to IMEA:

- (A) Operate its Generating Facilities in accordance with Prudent Utility Practice to provide Dedicated Capacity whenever called upon by IMEA, and in accordance with the IMEA Generation Policy as in effect at the time. The IMEA Generation Policy may be reviewed and revised from time to time.
- (B) Maintain its Generating Facilities and any of its other Generation that IMEA may allow to be used as replacement capacity in good and readily operable condition and place Dedicated Capacity in service following notice by IMEA, synchronized and operated in parallel with IMEA's interconnected electric system, which transmits electricity to Member, and operating at scheduled load without abnormal delays for the type of generation facilities involved and shall produce requested output from the Dedicated Capacity within notice and start times specified by appropriate IMEA staff representatives in accordance with the IMEA Generation Policy as in effect at that time, which may be amended from time to time .
- (C) Have manpower available to operate up to all of the Generating Facilities producing Dedicated Capacity when called upon by IMEA to do so.
- (D) Make all necessary and required modifications to meet present or future local, state, or federal laws and regulations to permit operation of Member's Generating Facilities to the level specified as Dedicated Capacity. If Member does not make such modifications, the amount of Dedicated Capacity in kW shall be reduced to reflect the inoperability of such Generating Facility and Table A shall be modified accordingly.
- (E) Operate the Dedicated Capacity for the production of electric energy only for sale to IMEA and only when requested by IMEA; provided, IMEA shall schedule Dedicated Capacity in accordance with the schedules initially set by the IMEA operations staff for testing or periodic exercising of equipment. The Member may request a reasonable alternative time and IMEA agrees that approval of such shall not be unreasonably withheld. When transmission system failures prevent the delivery of electric power and associated energy to Member pursuant to the Power Sales Contract, Member may operate its Generating Facilities to provide for Member's requirements of power and energy during the period of such failures. Payments by IMEA for such power and energy shall be as required under Section 4 of this Agreement. Payments by Member for power and energy shall be as required under the Power Sales Contract.

- (F) Not schedule routine maintenance outages of all or any part of the Dedicated Capacity without prior written approval by authorized IMEA personnel in order that IMEA can schedule the operation of other available resources.
- (G) Exercise and test its Generating Facilities in accordance with the IMEA Generation Policy as is then currently in effect and as may be amended from time to time, and allow periodic inspections by IMEA at Member's Generating Facilities as required by IMEA from time to time and to demonstrate Dedicated Capacity according to tests required by Section 3 of this Agreement when requested by IMEA. Member may be subject to reasonable penalties under the Member Generation Policy for failure to exercise and/or failure to test designed to incentivize proper staff training, maintenance, and planning.
- (H) Prepare and submit to IMEA monthly reports concerning the Generating Facilities as may be reasonably requested and on forms provided by IMEA and to permit IMEA to cause an audit to be made of Member's books and records.
- (I) Install or cause to be installed the switches, controls, and other protective equipment necessary to protect Member's Generating Facilities when such Facilities are operating interconnected directly or indirectly with the interconnected electric system.
- (J) Maintain inventories of appropriate fuels as set forth in any approved operating provisions as adopted by IMEA. Such inventories will be based on the Generating Facility's expected generation output, consideration of Member's physical fuel handling facilities, and other economic or non-economic factors.
- (K) Maintain all relevant insurance on its Generating Facilities in accordance with Prudent Utility Practice.

Member has the right under Illinois law to incur indebtedness to facilitate compliance with this Section and this Agreement and to improve its electric utility system and nothing in this Agreement shall be construed as affecting that right.

## **SECTION 6 – RESPONSIBILITIES OF THE AGENCY**

- (A) IMEA shall notify or cause to be notified Member when it is to operate Generating Facilities and IMEA agrees to give Member as much advance notice of required operation as is feasible under the circumstances then existing. IMEA's scheduling of the operation of Generating Facilities shall be in accordance with the IMEA Member Generation Policy in effect from time to time.
- (B) The duration of operating time requested by IMEA shall be a minimum of two hours for combustion turbine and diesel generating facilities or eight hours for steam generating facilities. The Board of Directors of IMEA may establish different minimum and/or maximum notice and run times in its Member Generation Policy that is currently then in effect and as may be amended from time to time.
- (C) [Reserved]



- (D) IMEA's records and accounts shall be audited annually by a firm of independent public accountants of national reputation, to be employed by IMEA. Such records and accounts and such annual audit, including all written comments and recommendations of such accountants, shall be made available for inspection at any reasonable time by Member at the principal office of IMEA.

## **SECTION 7 – METERING**

- (A) IMEA shall furnish or cause to be furnished, install, and maintain metering equipment at the Generating Facilities if IMEA deems it appropriate to be able to reliably schedule and invoice the output of the generation output. The metering equipment shall be used to measure and record the capacity and energy generated by Member's Dedicated Capacity for the account of IMEA. Such metering equipment shall provide a continuous record of the 60-minute integrated kW generated net output of Member's Dedicated Capacity during each billing period throughout the term of this Agreement. Such records shall be available at all reasonable times to authorized agents of Member.
- (B) When Member is operating its Generating Facilities, the metering equipment at the Generating Facilities will be used in conjunction with other metering provided for in the Power Sales Contract to measure and compute all power and energy transactions between Member and IMEA under this Agreement and the Power Sales Contract.
- (C) If IMEA installs such metering, IMEA shall test and calibrate meters or cause meters to be tested and calibrated by comparison with accurate standards at intervals of not less than thirty-six (36) months. IMEA shall also make or cause to be made special meter tests at any time at Member's request. The cost of all tests shall be borne by IMEA except that if any special meter test made at Member's request shall disclose that the meters are recording accurately, Member shall reimburse IMEA for the cost of such test. Meters registering not more than two percent above or below normal shall be deemed to be accurate. The readings for any meter which shall have been disclosed by test to be inaccurate shall be corrected in accordance with the percentage of inaccuracy found by such test from the beginning of the first billing period which began after the next preceding metering test but in any case for no period longer than 90 days. Should any meter fail to register, the electric power and energy generated during such period of failure shall for billing purposes be estimated by IMEA from the best information available. IMEA shall notify Member or cause Member to be notified in advance of the time of any meter reading or test so that Member's representative may be present at such meter reading or test.

## **SECTION 8 – ASSIGNMENT**

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided, however, that this Agreement shall not be assigned by either party hereto without the consent in writing of the other party hereto, which consent shall not be unreasonably withheld. No assignment or transfer of this Agreement shall relieve the parties of any obligations hereunder.

## **SECTION 9 – SEVERABILITY**

Should any part, term or provision of this Agreement be declared by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected thereby.

## **SECTION 10 – GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any principles of Conflicts of Law.

## **SECTION 11 – HEADINGS**

The headings in this Agreement are for reference only and shall not limit or otherwise affect the meaning hereof.

## **SECTION 12 – SURVIVORSHIP**

The termination of this Agreement shall not discharge either party hereto from any obligation it owes to the other party under this Agreement by reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such termination. It is the intent of the parties hereby that any such obligation owed (whether the same shall be known or unknown at the termination of this Agreement or whether the circumstances, events, or basis of the same shall be known or unknown at the termination of this Agreement) shall survive the termination of this Agreement.

## **SECTION 13 – NO ADVERSE DISTINCTION**

IMEA agrees that there shall be no adverse distinction and no undue discrimination in carrying out its obligations under or implementing this Agreement or the Member Generation Policy in effect at any time as may be amended from time to time relating to Member as compared to other members of IMEA. Payment of different amounts or of only limited elements of the Capacity Credits; (a) to Participating Members who executed full requirements Power Sales Contracts at different points in time, or (b)(i) for new generating units added to this Agreement as additional Dedicated Capacity at different points in time or (ii) units that are designed to be operated more, have favorable economics and for which a commitment is made to available for a greater level of dispatchability, shall not be deemed to be an adverse distinction or undue discrimination.

**Attachment I**

**ILLINOIS MUNICIPAL ELECTRIC AGENCY  
MEMBER CAPACITY CREDITS**

**PAYMENTS FOR DEDICATED CAPACITY**

1. a) Capacity Credits to Member for Dedicated Capacity shall be as follows:

Base Component -	\$2.00 per kW/mo.
Production Component -	\$1.20 per kW/mo. for diesel and combustion turbine capacity, or \$2.00 per kW/mo. for steam driven capacity
Fuel Reimbursement -	Actual fuel costs, in accordance with the definition of Cost of Fuel in Exhibit A , after implementation of a uniform accounting and reporting system

For purposes of calculating the Dedicated Capacity Payments, one month shall be considered equal to 30 days.

The amounts of the Base Component and the Production Component shall not be reduced below a total of \$3.20 per kW/mo. for diesel and combustion turbine capacity, and \$4.00 per kW/mo. for steam driven capacity.

The Production Components may be adjusted by the IMEA Board of Directors one year from the effective date of this Agreement, and annually thereafter.

The Base Component and Production Component shall be paid monthly for Member's Dedicated Capacity as defined in Exhibit A that is in operating condition and capable of being dispatched by the Agency, unless one or both Components are retained or withheld pursuant to the provisions of the IMEA Generation Policy in effect at that time as may be amended from time to time regarding outages of Generating Facilities or other situations where the units are inoperable, or unable or unwilling to respond to Agency dispatch.

- b) In addition to the Member Dedicated Capacity Payment/Credits above, the Agency shall make a Member Generation Payment, as follows:

Generation Payment =	3 Mills per kWh for all net generation scheduled by the Agency and delivered by the Generating Member (excluding generation for periodic exercising, maintenance, or testing including periodic capacity testing)
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The Generation Payment may be adjusted by the IMEA Board of Directors one year from the effective date of this Agreement, and annually thereafter in accordance with the review and possible adjustment made to the Production Component of the Dedicated Capacity Payment, as determined by reviewing the Participating Members' capital and ongoing costs, as well as then current energy and capacity market conditions.

c) All payments by the Agency to Participating Members for Dedicated Capacity and net delivered energy shall be based on net tested capability declared as capacity by the Participating Member, subject to the limitations contained in this Agreement and the IMEA Member Generation Policy as then in effect, which may be amended from time to time, herein, and net energy produced and delivered on behalf of the Agency, which shall exclude all internal station usage necessary to operate power plant equipment and auxiliaries.

For purposes of determining the net delivered energy, the Agency will subtract the incremental metered unit auxiliary load from metered gross unit output. It is the intent of this policy to encourage Agency Members to provide sufficient metering so that accurate individual unit auxiliary load requirements may be determined on an hourly basis. House power, defined in the Member Generation Policy as power plant loads when there is no gross generation, will be treated as municipal load during all hours.

IMEA shall base the net tested capability on periodic capability tests, but the tested capability will not exceed the manufacturer's name plate rating. Members may utilize the kVA nameplate rating as the maximum capability of a unit provided that the unit(s) will operate at the tested power factor during typical peak operations, while at the same time maintaining any required distribution system operating conditions, such as power factor, that is then currently required by the RTO or the Transmission Owner to which the Member's system is connected, which requirements may change from time to time.

d) When dispatched by the Agency, Members shall be reimbursed their actual cost of fuel necessary to provide the Agency with the scheduled amount of net kilowatt hours leaving the scheduled unit(s), which shall include fuel reimbursement necessary to operate qualifying auxiliary and station power equipment. The Agency shall develop and issue to all Generating Members a revised uniform fuel cost reporting form, which shall be required to be submitted to IMEA by the Member each month in order to receive fuel reimbursement payments.

2. Dedicated Capacity Operation: Member agrees to operate its Dedicated Capacity for the production of electric energy only for sale to the Agency and only when requested by the Agency, provided the Agency shall schedule operation of Dedicated Capacity in accordance with schedules initially set by the Agency when the Agency determines testing or periodic exercising of equipment is necessary or appropriate. The Member may request a reasonable alternative time and IMEA agrees that approval of such shall not be unreasonably withheld.

Participating Members with installed Dedicated Capacity consisting of internal combustion engines and combustion turbines shall be allowed to operate each unit of such Dedicated Capacity for the purposes of testing, exercising and operating training for a period not to

exceed eight (8) hours per month at full rated capability, or greater periods at lesser capability but that will adequately test, exercise or provide for operating training with respect to the unit(s) (so as the total number of kilowatt hours generated per unit will not exceed the equivalent of eight (8) hours worth of generation per unit at full capability) plus the reasonable and necessary time required for ramping up to full capability and ramping down after the run. The Participating Member will be reimbursed by the Agency for all fuel expenses incurred during this operation.

Participating Members with installed Dedicated Capacity consisting of steam-driven turbine units shall be allowed to operate each unit of such Dedicated Capacity for the purposes of testing, exercising and operator training for a period not to exceed twenty-four (24) hours per month at full rated capability, or greater periods at lesser capability but that will adequately test, exercise or provide for operating training with respect to the unit(s) (so as the total number of kilowatt hours generated per unit will not exceed the equivalent of twenty-four (24) hours worth of generation per unit at full capability) plus the reasonable and necessary time required for ramping up to full capability and ramping down after the run.

Member will be reimbursed by the Agency for all fuel expenses incurred during this operation.

The maximum monthly hours of allowable operation of Participating Member Dedicated Capacity for testing, exercising and operating training may be changed periodically by the IMEA Board of Directors. To the extent that in any given month, the operation of any unit or units of Participating Member Dedicated Capacity is scheduled and dispatched by the Agency in excess of the maximum monthly hours of allowable operation for testing, exercising and operating training, and to the extent such Dedicated Capacity had not previously been scheduled for testing and/or periodic exercising by the Participating Member during that month, no further testing and periodic exercising of said units shall be allowed for the remainder of that month, unless it is approved by the IMEA.

To the extent that in any given month, the operation of any unit or units of Participating Member Dedicated Capacity is scheduled and dispatched by the Agency at levels less than the maximum monthly hours of allowable operation for testing, exercising and operating training, and to the extent such Dedicated Capacity had not previously been scheduled for testing and/or periodic exercising by the Participating Member during that month, the allowable testing and periodic exercising periods of said units shall be reduced proportionately for the remainder of that month.

3. Dedicated Capacity Dispatch: The Agency agrees to dispatch Participating Member Dedicated Capacity along with its other power supply resources according to either (i) a not unduly discriminatory stacking order by region, (ii) local needs of the RTO, or (iii) economic dispatch principles, as determined by the IMEA Board of Directors. The Agency shall attempt to schedule continuous operation of Member Dedicated Capacity when called insofar as possible in accordance with Prudent Utility Practice and economic dispatch principles.

Whenever the Agency schedules operation of steam-driven turbine unit Dedicated Capacity of any Participating Member, such operation shall be scheduled for a minimum of twenty-four (24) continuous hours, or such lesser time as Participating Member may request, at a load level which at all times shall be equal to or greater than the minimum load level at which said units could reliably operate on a continuous basis. Such minimum reliable load levels shall be determined in a commercially reasonable manner and provided annually to the Agency by the Participating Member.

4. [Reserved]
5. **Dedicated Capacity Replacement:** Any Participating Member having Dedicated Capacity that was in service and fully operational on the effective date of the Power Sales Contract, and who determines that such capacity should be permanently retired from service, will be allowed to replace any or all of the Dedicated Capacity at any time; provided, however, that the total Dedicated Capacity following such replacement shall not be greater than what was in service prior to such replacement. The Participating Member will continue to receive capacity credits for all existing and replacement capacity under the terms and conditions herein. All development and capital costs associated with the replacement of existing Dedicated Capacity shall be the sole responsibility of the Participating Member.
6. **Dedicated Capacity Additions:** Any Participating Member desiring to add capacity to its system, through either the installation of new capacity or the replacement of existing Dedicated Capacity with units of greater capability, shall advise the Agency of its intentions at least one (1) year prior to the scheduled date of operation of such additional capacity or such other time as the IMEA Board of Directors shall allow. The IMEA Board of Directors shall determine, on a case-by-case basis, whether or not the Participating Member will receive capacity credits for Dedicated Capacity additions under the terms and conditions herein. In addition, the IMEA Board of Directors may establish and approve programs and/or initiatives to allow and/or encourage participating Members to add Dedicated Capacity for beneficial use in the Agency's mix of resources, subject to reasonable and not unduly discriminatory criteria and/or limitations, including but not limited to fixed payment amounts that may differ from the standard capacity credits for fixed periods of time and different dispatching protocols, and as may be changed from time to time by the IMEA Board of Directors. Such determination shall be based on the Agency's current and future power supply resources and obligations, and the effect of new capacity on the Agency's obligations and the effect of new capacity on the Agency's obligations and its rates to the Participating Members. All development and capital costs incurred with the addition of Dedicated Capacity shall be the sole responsibility of the Participating Member.
7. The current IMEA Member Generation Policy expands on the points addressed in the Attachment I that was added to the then current capacity purchase agreements in 1990 and upon which this Attachment I is based. The IMEA Board of Directors may continue to interpret and expand on the core principles in this Attachment I through the IMEA Member Generation Policy and through its other programs, policies, ordinances, and resolutions, as approved by the IMEA Board of Directors in the future as conditions change or as warranted.

**FUEL COST REIMBURSEMENT FORM**

Member: City of Highland

Reporting Period: \_\_\_\_\_

	Value (\$)	Quantity (Gal./Therm)	Heat Content (Btu)
[A] Balance of fuel oil at the beginning of the period: [1]			
[B] Fuel oil deliveries received during the period:			
[C] Total fuel oil available during the period: (A+B)			
[D] Average cost of the fuel oil: (\$/Gal.)			
[E] Fuel oil used for Agency reimbursable purposes:			
[F] Fuel oil used for Member or other purposes:			
[G] Total fuel oil used: (E+F)			
[H] Balance of fuel oil at the end of the period: (C-G) [2]			
[I] Average cost of the Natural Gas: (\$/Therm)			
[J] Natural gas used for Agency reimbursable purposes:			
[K] Natural gas used for Member or other purposes:			
[L] Total natural gas used: (J+K)			
[M] Total fuel used for Agency dispatch: (E+J)			
[N] Gross generation in the month: (kWh)			
[O] Average per kWh: (M/N)			

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

[1] From line H from prior months Fuel Cost Reimbursement Form.

[2] Transferred to line A in next month's Fuel Cost Reimbursement Form.

**TABLE "A"**

**City of Highland  
Dedicated Capacity and other Generating Units**

**Dedicated Capacity**

<b>Unit</b>	<b>Original Nameplate Rating (kW/kVA)</b>	<b>URGE Tested Net Capacity (kW)</b>
1	1,600/2,000	1,601*
2	1,600/2,000	1,604
3	1,600/2,000	1,606
7	4,567/5,709	4,177
8	4,567/5,709	4,092
9	1,825/2,281	1,826*
10	1,825/2,281	1,826*
Total	17,584/21,980	16,732 <sup>†</sup>

Net Declared Capability: 16,732

Dedicated Capacity (kW) for payment purposes: 16,732

\* Units 5 and 6 were made Emergency Only Units in 2013 and were replaced with previously non-dedicated Units 9 and 10 and a portion of Unit 1, which was dedicated to the Agency under the IRP 2000 Program. The combined Declared Net Capability of Units 9 and 10 and the portion of Tested Net Capability of Unit 1 eligible for both the base and production components of the Capacity Credits under the existing CPA could not exceed 4,292 kW. The remainder of Unit 1 continued to be eligible for the production component of the Capacity Credit under the Supplement to Capacity Purchase Agreement, dated August 6, 2001, which was executed under the IRP 2000 program. The existing Capacity Purchase Agreement and the Supplement to Capacity Purchase Agreement, which limited IRP 2000 units to the Production Component after the first 5 years, will be superseded by this Agreement, effectively eliminating the above limitation for the delivery term of this Agreement.

† For purposes of the Dedicated Capacity Payment, Dedicated Capacity shall be limited to a maximum equal to the highest of the previous three (3) calendar years' peak demand (kW) billed to Member, subject to any applicable replacement unit limitations as set forth in this Agreement and any declared lesser amount by Member; provided however if IMEA or the Member has appropriate rights and/or approvals from the RTO and/or the local Transmission Owner and any other required entity for the members' Generating Facilities to exceed its peak demand by a limited or unlimited amount, that amount shall be added back to the peak demand for purpose of the above



determination; and provided further the maximum shall not exceed the installed or net tested capacity value for the unit (currently referred to in the industry as ICAP) that is recognized by the RTO for purposes of bidding the forced outage adjusted or usable portion thereof (currently referred to in the industry as UCAP or SAC) into the RTO's capacity auctions. Such Dedicated Capacity Payment shall be adjusted on May 1 of each calendar year following the effective date of this Capacity Purchase Agreement based on the previous year's testing.

**Non-Dedicated Units**

Unit	Original Nameplate Rating (kW/kVA)	URGE Tested Net Capacity (kW)
NONE	NONE	NONE

**Emergency Only Units.**

Unit	Original Nameplate Rating (kW/kVA)	URGE Tested Net Capacity (kW)
5	2,146/2,683	NA
6	2,146/2,683	NA



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

**To:** Honorable Mayor Hemann and City Council  
**From:** Chris Conrad-City Manager  
**Date:** May 16, 2024  
**Re:** Highland Medical Stipulation on property valuation

---

As Council is aware, we have been seeing a sharp increase in challenges to commercial property valuations at the tax assessor's office. Working with the school district, we have been vigilant contesting these challenges as each devaluation just passes the tax burden on to the remaining property owners.

This stipulation is for the valuation of the Highland Medical building located at 208 Flax Dr. Despite the construction costs associated in 2017, the law firm that filed the challenge was able to produce appraisals showing a devaluation of the property that would be impossible for us to challenge under the current law pertaining to these challenges.

Therefore, we negotiated the attached stipulation on the value of the property to close the challenge. Staff recommends council approve this stipulation.

**Budget Impact:** These tax valuation challenges do not impact our property tax revenue, they do however increase the tax rate for all other tax payers. Therefore there is no impact to either the city or school revenue.

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

**RESOLUTION APPROVING STIPULATION BETWEEN CITY OF HIGHLAND AND HIGHLAND MEDICAL BUILDING PARTNERS, LLC FOR THE VALUATION OF PROPERTY LOCATED AT 208 FLAX DRIVE**

**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**, Highland Medical Building Partners, LLC (“HMBP”) owns certain property in the City, being Parcel #02-2-18-28-28-13-301-013 (“Property”), located at 208 Flax Drive; and

**WHEREAS**, the City Manager has informed City Council that HMBP has filed a challenge to the valuation of the Property with the Madison County, Illinois Board of Review (“BOR”), and, in support thereof, has produced appraisals which indicate a devaluation of the Property; and

**WHEREAS**, City has determined that, as a result of said appraisals produced by HMBP, should City continue to contest HMBP’s challenge with the BOR, City will likely continue to lose said challenges and incur additional court costs and legal fees; and

**WHEREAS**, City and HMBP have negotiated a Proposed Stipulation 2022-2024 (“Stipulation”), wherein the City and HMBP have agreed to a valuation of the Property (*see Exhibit A*); and

**WHEREAS**, City has determined that it is in the best interests of public health, safety, general welfare, and economic welfare to avoid additional hearings at the BOR and the Property Tax Appeal Board (“PTAB”) regarding the Property, and approve the 2022-24 Proposed Stipulation (*see Exhibit A*); and

**WHEREAS**, the City Council finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to approve the Stipulation.

**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 Stipulation (*see Exhibit A*) is approved.

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

This Resolution adopted by the City Council of the City of Highland, Illinois and deposited and filed in the office of the City Clerk on the \_\_\_ day of \_\_\_\_\_, 2024, the vote taken by ayes and nays and entered upon the legislative records as follows:

AYES:

NAYS:

APPROVED:

---

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

ATTEST:

---

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

**MADISON COUNTY GOVERNMENT  
MADISON COUNTY BOARD OF REVIEW**

IN REGARDS TO: )  
 )  
 HIGHLAND MEDICAL BUILDING )  
 PARTNERS, LLC )  
 )  
 Property Located at: ) Docket No.: 2022-000234  
 208 Flax Drive )  
 Highland, IL 62249 )  
 )  
 Parcel No.: 02-2-18-28-13-301-013 )

**2022-24 PROPOSED STIPULATION**

Date: April 4, 2024

Appellant: Highland Medical Building Partners, LLC

Docket #: 2022-000234

PIN(S): 02-2-18-28-13-301-013

Location of Property: 208 Flax Drive Pending Appeal: Yes  No   
Highland, IL 62249

I have reviewed the following complaint with the taxpayer and agree the assessment is too high.

Docket No.	Parcel Number	Land	Improvement	Total
2022-000234	02-2-18-28-28-13-301-013	\$	\$	\$380,000
2023-				\$390,000
2024-				\$400,000
	<b>TOTAL</b>			<b>\$1,170,000</b>

REASON FOR CHANGE: Agreement between Parties

  
 \_\_\_\_\_  
 Christopher W. Byron, Attorney for Appellant

\_\_\_\_\_  
 Phillip E. Taylor, Chairman

\_\_\_\_\_  
 Michael McGinley, City Attorney

\_\_\_\_\_  
 Janis Hagnauer, Member

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Garrett Hoerner, Attorney for Southwestern  
Illinois College

---

Stephanie Pennington, Member



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

**To:** Honorable Mayor Hemann and City Council  
**From:** Chris Conrad-City Manager  
**Date:** May 16, 2024  
**Re:** Mutual Aid Agreement with RuralMed EMS NFP

---

I am requesting Council approval to sign and execute any necessary documents to enter into a mutual aid agreement with RuralMed EMS NFP.

RuralMed EMS NFP took over EMS services for the 5 districts formerly served by Highland EMS on May 1, 2024. They have stationed an ambulance at the Highland-Pierron Fire Station on Iberg Rd. This makes this EMS resource now our closest possible response vehicle in the event we would need mutual aid. Our previous primary mutual aid truck is/was Troy EMS.

Staff believes it to be in the best interest of the service and our citizens to enter into a mutual aid agreement with RuralMed. We have verbally agreed to the terms and conditions that each service will respond so that neither will unnecessarily deplete the resources of the other.

**Budget Impact:** There is no financial impact to this mutual aid agreement, this agreement is intended for operational needs only.

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

**RESOLUTION AUTHORIZING CITY TO ENTER INTO A MUTUAL AID AGREEMENT WITH RURALMED EMS NFP**

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

WHEREAS, on May 1, 2024, RuralMed EMS NFP (“RuralMed EMS”) took over EMS services for the five districts formerly served by Highland EMS; and

WHEREAS, RuralMed EMS has stationed an ambulance at the Highland-Pierron Fire Station on Iberg Road, thus becoming the City’s closest possible EMS response vehicle in the event that the City is in need of mutual aid; and

WHEREAS, City Manager has informed City Council that entering into a Mutual Aid Agreement with RuralMed EMS (“Mutual Aid Agreement”), whereby RuralMed EMS and Highland EMS agree to provide mutual aid when necessary, will ensure that neither EMS service unnecessarily depletes the resources of the other; and

WHEREAS, City Manager has informed City Council that said Mutual Aid Agreement is for operational needs only and will have no financial impact on the City; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to enter into the Mutual Aid Agreement; 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 into the Mutual Aid Agreement.

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

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

*Section 2.* The Mutual Aid Agreement with RuralMed EMS is approved.



*Section 3.* The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, to execute and date whatever documents may be necessary to enter into the Mutual Aid Agreement.

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

This Resolution adopted by the City Council of the City of Highland, Illinois and deposited and filed in the office of the City Clerk on the \_\_\_ day of \_\_\_\_\_, 2024, the vote taken by ayes and nays and entered upon the legislative records as follows:

AYES:

NOES:

APPROVED:

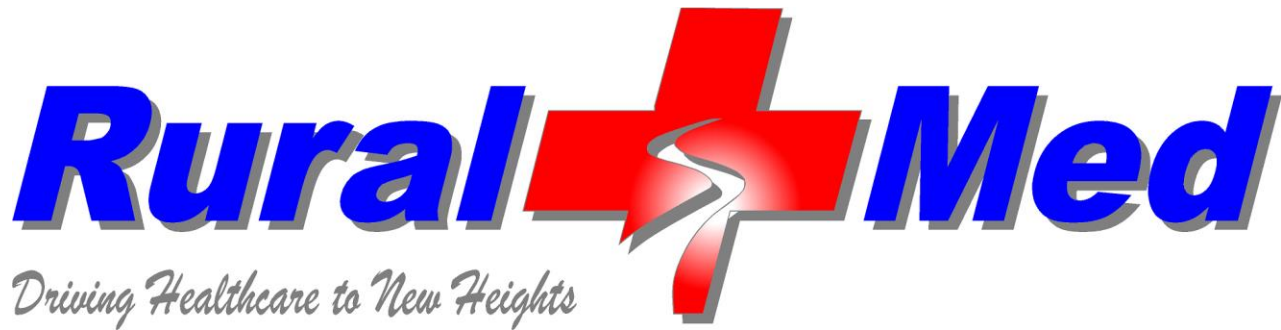
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Kevin B. Hemann  
Mayor  
City of Highland  
Madison County, Illinois

ATTEST:

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Barb Bellm  
City Clerk  
City of Highland  
Madison County, Illinois



**Mutual Aid Agreement Between RuralMed EMS NFP and the City of  
Highland Ambulance Service**

This agreement is made and entered into the date set forth hereafter by RuralMed EMS NFP and the Highland Ambulance Service

**WHEREAS RuralMed EMS NFP** provides basic life support and advanced life support ambulance service for the Mitchell Fire Protection District, Long Lake Fire Protection District, Highland-Pierron, St. Rose, St. Jacob, Grantfork and Marine Fire Protection Districts, Bond County, Fayette County and Effingham County, Illinois; and

**WHEREAS, the Highland Ambulance Service provides** advanced life support ambulance service for the City of Highland, Highland Illinois; and

**WHEREAS,** from time to time and in events of high call volume, each party may need ambulance service from the other party; and

**WHEREAS** the parties wish to provide mutual aid to the other in the form of basic life support services and advanced life support services; and

**NOW THEREFORE** in considerations of the mutual and covenants contained herein, the parties agree as follows:

1. Subject to availability of equipment and personnel as determined by RuralMed EMS NFP, RuralMed EMS NFP shall provide basic life support or advanced life support ambulance service to the City of Highland when requested.

- a. Cardiac arrests-CPR in progress, Unconscious subjects not breathing, person choking and not breathing.
  - b. Severe respiratory distress/difficulty.
  - c. Amputation of a limb.
  - d. Severe symptoms of anaphylactic shock
  - e. Arterial bleeding
  - f. Mass Casualty Incidents (MCI)-scene response only
  - g. STARS patients
  - h. Motor vehicle accidents with concerns of life-threatening injuries
2. Subject to availability of equipment and personnel as determined by the City of Highland, the City of Highland Ambulance Service, shall provide basic life support or advanced life support ambulance services to RuralMed EMS NFP when requested for:
- a. Cardiac arrests-CPR in progress, Unconscious subjects not breathing, person choking and not breathing.
  - b. Severe respiratory distress/difficulty.
  - c. Amputation of a limb.
  - d. Severe symptoms of anaphylactic shock
  - e. Arterial bleeding
  - f. Mass Casualty Incidents (MCI)-scene response only
  - g. STARS patients
  - h. Motor vehicle accidents with concerns of life-threatening injuries
3. Mutual Aid requests will be **declined** by either party for:
- a. Station Standby
  - b. Interfacility transfers and/or medical transports such as discharges
  - c. Non-emergency calls
  - d. Lift Assists
  - e. Broken bones/ abrasions

- f. Motor vehicle accidents with minor injuries-other than Mass Casualty Incident (MCI)
4. Each party agrees to send highest level ambulance available to the requesting agency, subject to its availability. Should advance level ambulance services be unavailable the receiving agency may accept or decline, basic level ambulance service.
  5. Nothing in this Agreement shall be construed to pose a duty to either party, their agents, employees, offices, or representatives to provide basic life support ambulance services or advanced life support ambulances to the other party.
  6. If such ambulance services are provided to the requesting agency, the agency providing the services shall bill the patient, the patient's insurance carrier, Medicare, Medicaid. The requesting agency shall have no obligation to seek payment for monies due to the agency providing the ambulance services.
  7. The parties agree to maintain liability insurance and general professional liability insurance protection from claims for injury, death and property damage arising from the performance of each agency's duties pursuant to the provisions of this Agreement. Such liability insurance shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence for bodily injury including death and One Hundred Thousand (\$100,000.00) for property damage.
  8. Nothing contained herein shall be construed to create a right, claim or cause of action on behalf of any person not a party to this Agreement. Each party hereto agrees to waive all claims, except for indemnification below, against the other party for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement; provided, however, that such claim is not the result of gross negligence or willful misconduct by a party hereto or their agents, employees, officer, or representatives.
  9. RuralMed EMS NFP shall indemnify the City of Highland and hold harmless its agents, employees, officers, and representatives from any liability for bodily injury or property damage to a third party caused by RuralMed EMS NFP in transporting patients as requested by the City of Highland.
  10. The City of Highland shall indemnify RuralMed EMS NFP and hold harmless its agents, employees, officers, and representatives from any liability for bodily injury or property damage to a third party caused by the City of Highland in transporting patients as requested by RuralMed EMS NFP.
  11. The agreement shall remain valid and in effect unless terminated by one or both agencies. Agencies wishing to terminate this agreement must provide written notice within 30 days of termination.
  12. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when either personally served or mailed by certified or registered mail, return receipt requested, addressed as follows:

**RURALMED EMS NFP:**

RuralMed EMS NFP  
301 N. Main Street  
St. Elmo, IL 62458

**CITY OF HIGHLAND AMBULANCE SERVICE:**

City of Highland  
1115 Broadway  
Highland, IL 62249

Or at such other address or to such other persons as any party shall have last designated by written notice to the other party.

- 13. This Agreement may be executed simultaneously in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- 14. The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or enforceable, that provision shall be deemed severable, and this Agreement may be enforced with that provision severed or modified by court order.

**IN WITNESS WHEREOF, we place our hands and seal the day set forth hereafter.**

**RURALMED EMS NFP**

**CITY OF HIGHLAND AMBULANCE SERVICE**

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

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

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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

**Attest:** \_\_\_\_\_

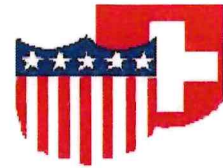
**Attest:** \_\_\_\_\_

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

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

EXPENDITURE LISTING #1266  
 FROM 05/04/2024 TO 05/17/2024

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



CHECK NO	VENDOR NAME	INVOICE DESCRIPTION	DEPARTMENT	CHECK/PAYMENT DATE	GROSS AMOUNT
1,546	AMAZON CAPITAL SERVI	1 QTY 50 PK NAME TAG LAYNARDS	001-00-000-00000-115700	5/17/2024	14.99
1,546	AMAZON CAPITAL SERVI	1 QTY SWINGLINE RUBBER FINGER TIPS	001-00-000-00000-115700	5/17/2024	4.30
1,546	AMAZON CAPITAL SERVI	1 QTY SCOTCH TAPE	001-00-000-00000-115700	5/17/2024	11.84
1,564	City Of Highland	APRIL CENTRAL PURCHASING	001-00-000-00000-115700	5/17/2024	7.00
1,592	Highland Optimist Cl	CENTRAL PURCHASING - GARBAGE BAGS	001-00-000-00000-115700	5/17/2024	672.00
1,593	Highland's Tru Buy	CENTRAL PURCHASING	001-00-000-00000-115700	5/17/2024	243.37
1,663	TRIPACK INC.	CENTRAL PURCHASING SUPPLIES	001-00-000-00000-115700	5/17/2024	1,827.81
				TOTAL	2,781.31
1,608	LEWIS BRISBOIS BISGA	CITY OF HIGHLAND V JASON METTLER FILE NO: 015386-3	001-10-011-00000-522000	5/17/2024	624.17
1,582	FRONTIER	PHONE CHARGES - GENERAL ALARM	001-10-011-00000-531000	5/17/2024	59.51
1,547	Ameren Illinois	GAS SERVICE	001-10-011-00000-533000	5/17/2024	106.95
1,574	DE LAGE LANDEN FINAN	COPIER USAGE/LEASE	001-10-011-00000-534000	5/17/2024	266.67
1,671	Watts Copy Systems	COPIER USAGE/LEASE -CITY HALL	001-10-011-00000-534000	5/17/2024	371.71
1,671	Watts Copy Systems	COPER USAGE/LEASE - JACKIE	001-10-011-00000-534000	5/17/2024	36.87
1,603	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	001-10-011-00000-536000	5/17/2024	31.28
1,589	HIGHLAND AUTOWASH LL	UNLIMITED CAR WASH - CITY HALL	001-10-011-00000-536010	5/17/2024	20.00
1,590	Highland Chamber Of	GLOW GOLF TEAM MULLIGANS	001-10-011-00000-539000	5/17/2024	370.00
1,595	Houseman Supply Inc	WATER HEATER/FURNANCE 1110 MAIN ST	001-10-011-00000-539000	5/17/2024	75.00
1,633	POWER & TELEPHONE	100 QTY PATCHCORD 10" BLUE CATL SNAGLESS	001-10-011-00000-539000	5/17/2024	236.75
1,652	SWIMCA	SWIMCA MEETING FOR L HEDIGER 06/20/24	001-10-011-00000-539000	5/17/2024	15.00
1,666	United Municipal Sec	CD SERVICE	001-10-011-00000-539000	5/17/2024	750.41
1,669	Village Locksmith	INSTALLED WRAP AROUND PLATE&KWIKSET LEVER	001-10-011-00000-539000	5/17/2024	252.75
1,580	ELLIOTT DATA SYSTEMS	SERVICE AGREEMENT 67CAMERAS & 87 AC DEVICES 4 DOOR	001-10-011-00000-539050	5/17/2024	509.33
1,591	Highland Communicati	HCS SERVICES - CITY HALL	001-10-011-00000-539050	5/17/2024	598.03
1,546	AMAZON CAPITAL SERVI	1 QTY WIRELESS KEYBOARD	001-10-011-00000-541000	5/17/2024	89.99
1,546	AMAZON CAPITAL SERVI	1 QTY AT A GLANCE 2024 WALL CALENDAR - C FLAKE	001-10-011-00000-541000	5/17/2024	16.48
1,546	AMAZON CAPITAL SERVI	2 QTY 10PKT REF ORGANIZER, 1 QTY DESKTOP FILE SORT	001-10-011-00000-541000	5/17/2024	113.60
1,541	WEX BANK	APRIL FUEL	001-10-011-00000-542000	5/17/2024	232.88
1,546	AMAZON CAPITAL SERVI	1 QTY 2PK DOOR MAT, 1 QTY FRONT DOOR MAT	001-10-011-00000-543000	5/17/2024	48.87
1,546	AMAZON CAPITAL SERVI	1 QTY CANNON DESKTOP CALCULATOR	001-10-011-00000-543000	5/17/2024	64.91
1,546	AMAZON CAPITAL SERVI	1 QTY MIRCROWAVE, 1 QTY CORNER MIRROR	001-10-011-00000-543000	5/17/2024	225.72
1,564	City Of Highland	APRIL CENTRAL PURCHASING	001-10-011-00000-543000	5/17/2024	652.83
1,635	PRESTIGE BUSINESS EQ	#10 INSIDE BLUE TINE STANDARD #10 WINDOW ENVELOPES	001-10-011-00000-543000	5/17/2024	327.10
1,670	WALMART COMMUNITY/ C	WAL-MART OPERAING ACCOUNT	001-10-011-00000-543000	5/17/2024	83.12
1,540	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	001-10-011-00000-553000	5/17/2024	229.16
1,540	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	001-10-011-00000-553000	5/17/2024	854.52
1,540	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	001-10-011-00000-553000	5/17/2024	215.38
1,540	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	001-10-011-00000-553000	5/17/2024	300.00
				TOTAL	7,778.99
1,547	Ameren Illinois	gas charges and utilities	001-20-012-00000-533000	5/17/2024	185.70
1,651	SUMNER ONE INC.	COPIER USAGE/LEASE	001-20-012-00000-534000	5/17/2024	493.34
1,638	Reding Tire & Batter	oif 6 quarts hankook dynapro tire disposal fee	001-20-012-00000-536010	5/17/2024	879.05
1,638	Reding Tire & Batter	CAR 13 OIL CHANGE	001-20-012-00000-536010	5/17/2024	43.05
1,638	Reding Tire & Batter	BLACK SUV DET- FRONT PADS AND ROTORS	001-20-012-00000-536010	5/17/2024	298.80
1,639	Rotary Club of Highl	ROTARY DUES&MEALS CHIEF PRESSON 01/01/24-03/31/24	001-20-012-00000-539000	5/17/2024	134.00
1,648	Splish Splash Auto B	CAR WASHES CITY POLICE AND ELECTRIC DEPT	001-20-012-00000-539000	5/17/2024	130.50
1,580	ELLIOTT DATA SYSTEMS	SERVICE AGREEMENT 67CAMERAS & 87 AC DEVICES 4 DOOR	001-20-012-00000-539050	5/17/2024	2,779.00
1,591	Highland Communicati	PSB TV PHONE AND INTERNET	001-20-012-00000-539050	5/17/2024	648.78
1,643	Saltus Technologies	DIGITICKET ANNUAL SOFTWARE MAINTENANCE AND SUPPORT	001-20-012-00000-539050	5/17/2024	900.00
1,670	WALMART COMMUNITY/ C	WAL-MART OPERAING ACCOUNT	001-20-012-00000-541000	5/17/2024	19.97
1,541	WEX BANK	APRIL FUEL	001-20-012-00000-542000	5/17/2024	4,924.78
1,546	AMAZON CAPITAL SERVI	1 QTY LEATHER HOLSTER INSIDE CONCEALED	001-20-012-00000-543000	5/17/2024	41.95
1,546	AMAZON CAPITAL SERVI	1 -10PK USB DRIVE, 3 RING DIVIDERS, PENCIL SHARPNE	001-20-012-00000-543000	5/17/2024	53.55
1,546	AMAZON CAPITAL SERVI	1 QTY DEFIBULATOR WALL MOUNTED CABINET	001-20-012-00000-543000	5/17/2024	94.99
1,546	AMAZON CAPITAL SERVI	1 QTY ALS PADDLE & BELT SLIDE HOLSTER	001-20-012-00000-543000	5/17/2024	57.60
1,564	City Of Highland	APRIL CENTRAL PURCHASING	001-20-012-00000-543000	5/17/2024	190.38
1,603	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	001-20-012-00000-543000	5/17/2024	12.18
1,607	Leon Uniform Company	ls textrop with zipper mens pant flag	001-20-012-00000-544000	5/17/2024	124.00
1,546	AMAZON CAPITAL SERVI	1 QTY KNEE SLEEVES & COMPRESSION BRACE	001-20-012-00000-544001-	5/17/2024	59.99
1,546	AMAZON CAPITAL SERVI	1 QTY POWDER COATED CAST IRON KETTLEBALL	001-20-012-00000-544001-	5/17/2024	150.45
1,563	CHRISTOPHER FLAKE	CLOTHING REIMBURSEMENT FLAKE- CLOTHING	001-20-012-00000-544001-	5/17/2024	72.07
1,563	CHRISTOPHER FLAKE	CLOTHING REIMBURSEMENT FLAKE- SHOES AND CLOTHING	001-20-012-00000-544001-	5/17/2024	296.90
1,572	DATATRONICS INC	install in f150 sro vehicle printer router lights	001-20-012-00000-547000	5/17/2024	8,519.14
1,540	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	001-20-012-00000-553000	5/17/2024	229.16

1,540 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	001-20-012-00000-553000	5/17/2024	854.52
1,540 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	001-20-012-00000-553000	5/17/2024	215.38
1,540 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	001-20-012-00000-553000	5/17/2024	300.00
			TOTAL	22,709.23
1,608 LEWIS BRISBOIS BISGA	CITY OF HIGHLAND V JASON METTLER FILE NO: 015386-3	001-20-013-00000-522000	5/17/2024	624.16
1,582 FRONTIER	PHONE CHARGES - B&Z	001-20-013-00000-531000	5/17/2024	51.37
1,591 Highland Communicati	HCS SERVICES - B&Z	001-20-013-00000-539050	5/17/2024	337.52
1,674 Zobrist Electric Inc	INSPECTIONS	001-20-013-00000-539081	5/17/2024	4,801.61
1,570 CRAIG LOYET	FINAL PLUMBING MARCH & APRIL 2024	001-20-013-00000-539082	5/17/2024	1,080.00
1,660 TIMOTHY SINGLER	FINAL PLUMBING MARCH & APRIL 2024	001-20-013-00000-539082	5/17/2024	1,080.00
1,541 WEX BANK	APRIL FUEL	001-20-013-00000-542000	5/17/2024	79.36
1,540 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	001-20-013-00000-553000	5/17/2024	229.16
1,540 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	001-20-013-00000-553000	5/17/2024	854.52
1,540 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	001-20-013-00000-553000	5/17/2024	215.38
1,540 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	001-20-013-00000-553000	5/17/2024	300.00
			TOTAL	9,653.08
1,547 Ameren Illinois	gas charges and utilities	001-20-014-00000-533000	5/17/2024	145.90
1,547 Ameren Illinois	GAS SERVICE	001-20-014-00000-533000	5/17/2024	99.77
1,549 APEX FITNESS CENTER	FIRE DEPARTMENT MEMBERSHIP- 04/01/24-04/30/24	001-20-014-00000-539000	5/17/2024	105.00
1,596 HSHS Medical Group I	DRUG SCREEN , PHYSICAL PRE-PLACEMENT- C SNYDER	001-20-014-00000-539000	5/17/2024	85.00
1,580 ELLIOTT DATA SYSTEMS	SERVICE AGREEMENT 67CAMERAS & 87 AC DEVICES 4 DOOR	001-20-014-00000-539050	5/17/2024	128.00
1,541 WEX BANK	APRIL FUEL	001-20-014-00000-542000	5/17/2024	401.74
1,597 Huels Oil Co	APRIL DIESEL FUEL	001-20-014-00000-542000	5/17/2024	423.35
1,564 City Of Highland	APRIL CENTRAL PURCHASING	001-20-014-00000-543000	5/17/2024	87.82
1,572 DATATRONICS INC	12 QTY ANTENNA,WT, 146-162MHZ, 6", HELICAL,5MA	001-20-014-00000-543000	5/17/2024	240.00
1,572 DATATRONICS INC	4 QTY MIRCOPHONE, SPEAKER,NC,NX5000 SERIES PORTABL	001-20-014-00000-543000	5/17/2024	600.00
1,670 WALMART COMMUNITY/ C	WAL-MART OPERAING ACCOUNT	001-20-014-00000-543000	5/17/2024	103.08
1,575 DINGES FIRE COMPANY	1 QTY LP1-4X18 ABOOVE HEM LETTER PATCH	001-20-014-00000-544000	5/17/2024	73.95
1,575 DINGES FIRE COMPANY	5 QTY FIRE HELMET, 5 QTY 4,5,6 LEATHER FRONT LETTE	001-20-014-00000-544000	5/17/2024	2,304.50
1,621 MUNICIPAL EMERGENCY	4 QTY APEX PANTS SCHLARMANN,TEBBE,STRAUB,KNOCH	001-20-014-00000-544000	5/17/2024	270.20
1,621 MUNICIPAL EMERGENCY	1 QTY EDGE CHINI 2.0 ZACH	001-20-014-00000-544000	5/17/2024	65.79
1,543 ADR HIGHLAND INC.	TIRE REPAIR SERVICE UNIT 1515	001-20-014-00000-545000	5/17/2024	125.00
1,603 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	001-20-014-00000-545000	5/17/2024	16.57
1,554 Banner Fire Equipmen	2 QTY POLE MNT GUARDIAN ELITE SCENE LIGHT	001-20-014-00000-546000	5/17/2024	2,546.60
1,603 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	001-20-014-00000-546000	5/17/2024	116.70
1,624 Northtown Auto & Tra	BRASS FITTING, COUPLING, AIR BRAKE TUBING, FUSE AT	001-20-014-00000-546000	5/17/2024	102.87
1,626 O'Reilly Automotive	1 QTY DIESEL ADDIT, 1 QTY DIESEL EXTRM	001-20-014-00000-546000	5/17/2024	15.00
1,626 O'Reilly Automotive	1 QTY TOGGLE SWITCH	001-20-014-00000-546000	5/17/2024	7.99
1,626 O'Reilly Automotive	1 QTY TOGGLE SWITCH RETURN ORG INV 0985-341640	001-20-014-00000-546000	5/17/2024	-7.99
1,626 O'Reilly Automotive	1 QTY WIPER BLADE, 1 QTY WIPER BLADE	001-20-014-00000-546000	5/17/2024	47.98
			TOTAL	8,104.82
1,603 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	001-20-015-00000-547000-	5/17/2024	97.86
1,607 Leon Uniform Company	FOREIGN FIRE UNIFORMS	001-20-015-00000-547000-	5/17/2024	274.96
1,607 Leon Uniform Company	FF- 100 QTY 3.5 EMPLEM FIRE	001-20-015-00000-547000-	5/17/2024	350.00
			TOTAL	722.82
1,608 LEWIS BRISBOIS BISGA	CITY OF HIGHLAND V JASON METTLER FILE NO: 015386-3	001-40-017-00000-522000	5/17/2024	624.17
1,601 JARED SCHROEDER	MOWING SAFETY CLASS-STEAK N SHAKE	001-40-017-00000-524000	5/17/2024	14.50
1,606 KURTIS SKOGLEY	MOWING SAFETY CLASS-STEAK N SHAKE	001-40-017-00000-524000	5/17/2024	15.00
1,623 NICHOLAS WINKELER	MOWING SAFETY CLASS-STEAK N SHAKE	001-40-017-00000-524000	5/17/2024	12.08
1,640 RYAN HELLMANN	MOWING SAFETY CLASS-STEAK N SHAKE	001-40-017-00000-524000	5/17/2024	13.44
1,547 Ameren Illinois	GAS SERVICE	001-40-017-00000-533000	5/17/2024	218.90
1,547 Ameren Illinois	GAS CHARGES - PWA	001-40-017-00000-533000	5/17/2024	145.91
1,647 Sievers Equipment Co	HYD LEAK BY REMOTE VALVES READY ON 04/11/24	001-40-017-00000-536000	5/17/2024	4,151.46
1,664 Truck Centers Inc	NAVISTAR - RDWAR DPF W/CLA&GAS-TRUCK #67	001-40-017-00000-536010	5/17/2024	2,061.95
1,568 Cooperative Response	BASEFEEAPRIL,CRCAGENT,CRCAGENTDIALOUT,CRCLINKUSE	001-40-017-00000-539000	5/17/2024	275.29
1,577 Dr. Wood Trees & Lan	28 HR. SEC.1 & STUMP REMOVALS, TREATMENTS	001-40-017-00000-539022	5/17/2024	4,658.00
1,591 Highland Communicati	HCS CHARGES - S&A	001-40-017-00000-539050	5/17/2024	28.00
1,541 WEX BANK	APRIL FUEL	001-40-017-00000-542000	5/17/2024	531.04
1,597 Huels Oil Co	APRIL DIESEL FUEL	001-40-017-00000-542000	5/17/2024	2,147.69
1,597 Huels Oil Co	DHS-PREM OFF-ROAD DIESEL	001-40-017-00000-542000	5/17/2024	247.14
1,546 AMAZON CAPITAL SERVI	4-SAFETY GLOVES, 4-WORK GLOVES	001-40-017-00000-543000	5/17/2024	134.56
1,546 AMAZON CAPITAL SERVI	1 QTY SAMSUNG GALAXY S8 CASE	001-40-017-00000-543000	5/17/2024	9.97
1,553 Aviston Lumber Compa	1# 1-1/2" MASONRY NAILS	001-40-017-00000-543000	5/17/2024	26.97
1,564 City Of Highland	APRIL CENTRAL PURCHASING	001-40-017-00000-543000	5/17/2024	12.24
1,603 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	001-40-017-00000-543000	5/17/2024	268.34
1,625 Nu Way Concrete Form	WOOD EXP. JOINT, YELLOW CAUTION TAPE, CAUTION TAPE	001-40-017-00000-543000	5/17/2024	205.95
1,670 WALMART COMMUNITY/ C	WAL-MART OPERAING ACCOUNT	001-40-017-00000-543000	5/17/2024	13.40
1,567 COMPUSTITCH SCREEN P	S&A UNIFORM SHIRTS W/LOGO, W&S 7SHIRTS LOGO ONLY,	001-40-017-00000-544000	5/17/2024	102.00
1,611 London Shoe Shop	SAFETY BOOTS- RYAN HELLMANN	001-40-017-00000-544000	5/17/2024	200.00
1,611 London Shoe Shop	SAFETY BOOTS - BRET KLEIN	001-40-017-00000-544000	5/17/2024	200.00
1,611 London Shoe Shop	SAFETY BOOTS - LONNIE POETTKER	001-40-017-00000-544000	5/17/2024	188.00

1,624 Northtown Auto & Tra	OIL FILTER, FUEL CQBLU	001-40-017-00000-545000	5/17/2024	14.72
1,542 Woody's Municipal S	HTC1800 CONVEYOR	001-40-017-00000-547000	5/17/2024	13,755.00
1,603 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	001-40-017-00000-547000	5/17/2024	649.99
1,641 S & G DECORATIVE CON	GORILLA GCT-8SERIES III, 4 BLADES	001-40-017-00000-547000	5/17/2024	4,126.20
1,603 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	001-40-017-00000-549000	5/17/2024	319.97
1,620 MUG-A-BUG	PERM-X 4-4 55 GAL.	001-40-017-00000-549000	5/17/2024	2,838.28
1,540 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	001-40-017-00000-553000	5/17/2024	229.16
1,540 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	001-40-017-00000-553000	5/17/2024	854.52
1,540 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	001-40-017-00000-553000	5/17/2024	215.38
1,540 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	001-40-017-00000-553000	5/17/2024	300.00
1,637 Red E Mix LLC	6 BAG -18 CY, \$161 P/CY - PRESTIGE DR	001-40-017-00000-554000	5/17/2024	2,898.00
1,603 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	001-40-017-00000-555050	5/17/2024	2,534.00
			TOTAL	45,241.22
1,561 CDW G Inc	1 QTY DELL 7010 I7-13700 256/16 W11P	007-70-007-00000-539200	5/17/2024	1,217.38
			TOTAL	1,217.38
1,562 Christ Bros Inc	HMA 3.79 TON, \$76 P/T- TIC# L1298	008-40-000-00000-543000	5/17/2024	288.04
1,562 Christ Bros Inc	HMA 7.17 TON, \$76 P/T- TIC#	008-40-000-00000-543000	5/17/2024	544.92
1,617 Mike A Maedge Trucki	CM6-45.34 TON, \$13.55 P/T, TIC# 2038912, 8809	008-40-000-00000-543000	5/17/2024	569.02
1,617 Mike A Maedge Trucki	CM6 176.59 TON, \$12.55 P/T, CM7 25.49 T, \$17.70 P/T	008-40-000-00000-543000	5/17/2024	2,667.37
			TOTAL	4,069.35
1,582 FRONTIER	KRC PHONE CHARGES	009-60-009-00000-531000	5/17/2024	195.43
1,547 Ameren Illinois	KRC GAS BILL	009-60-009-00000-533000	5/17/2024	1,195.34
1,560 CAPRI POOLS & AQUA	NEW PULSAR BOOSTER PUMP INSTALL	009-60-009-00000-536000	5/17/2024	2,158.00
1,576 Direct Fitness Solut	FITNESS EQUIPMENT REPAIR	009-60-009-00000-536000	5/17/2024	78.00
1,627 OFFICE SOURCE INC	DESK CHAIR REPAIR	009-60-009-00000-536000	5/17/2024	25.00
1,558 BUILDINGSTARS INC	KRC MONTHLY FLOOR CLEANING BILL	009-60-009-00000-538000	5/17/2024	2,913.00
ACH IL Department Of Rev	APRIL SALES TAX	009-60-009-00000-539000	5/15/2024	169.00
1,573 DAVE LAUCHNER	REFUND FOR CREDIT ON ACCOUNT	009-60-009-00000-539000	5/17/2024	186.79
1,581 ENERGY WISE	PREVENTATIVE HVAC MAINT	009-60-009-00000-539000	5/17/2024	2,778.50
1,581 ENERGY WISE	AC FAN MOTOR REPAIR	009-60-009-00000-539000	5/17/2024	1,939.00
1,672 WHITNEY CARPENTER	REFUND FOR ACCIDENTAL CHARGE FOR PARTY	009-60-009-00000-539000	5/17/2024	165.00
1,591 Highland Communicati	KRC WIFI	009-60-009-00000-539050	5/17/2024	327.76
1,579 Eastern Data Secure	ID CARD SUPPLIES	009-60-009-00000-541000	5/17/2024	271.29
1,564 City Of Highland	APRIL CENTRAL PURCHASING	009-60-009-00000-543000	5/17/2024	770.71
1,603 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	009-60-009-00000-543000	5/17/2024	27.97
1,670 WALMART COMMUNITY/ C	WAL-MART OPERAING ACCOUNT	009-60-009-00000-543000	5/17/2024	714.91
1,613 Mazzio's Pizza	PIZZAS FOR PARTY RENTALS	009-60-009-00000-543050	5/17/2024	992.00
1,670 WALMART COMMUNITY/ C	WAL-MART OPERAING ACCOUNT	009-60-009-00000-543050	5/17/2024	26.04
1,657 The Lifeguard Store	LIFEGUARD SUITS KRC AND HCP	009-60-009-00000-544000	5/17/2024	984.98
1,594 Hillyard St Louis I	KRC JANITORIAL SUPPLIES	009-60-009-00000-545000	5/17/2024	533.93
1,670 WALMART COMMUNITY/ C	WAL-MART OPERAING ACCOUNT	009-60-009-00000-547000	5/17/2024	669.00
			TOTAL	17,121.65
1,582 FRONTIER	GLIK PHONE CHARGES	009-60-016-00000-531000	5/17/2024	59.51
1,547 Ameren Illinois	BRAD'S SHED GAS BILL	009-60-016-00000-533000	5/17/2024	101.96
1,565 City Utilities	QB CLUB UTILITIES	009-60-016-00000-533000	5/17/2024	86.64
1,565 City Utilities	QB CLUB UTILITIES	009-60-016-00000-533000	5/17/2024	40.04
1,539 MTI Distributing In	SERVICE ON MULTIPLE MOWERS	009-60-016-00000-536000	5/17/2024	5,341.66
1,539 MTI Distributing In	TORO Z MASTER SERVICE/REPAIR	009-60-016-00000-536000	5/17/2024	1,177.89
1,539 MTI Distributing In	SERVICE ON TORO MASTER MOWER	009-60-016-00000-536000	5/17/2024	681.70
1,603 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	009-60-016-00000-536000	5/17/2024	116.50
1,636 Productivity Plus Ac	TORO MOTOR OIL LEAK	009-60-016-00000-536000	5/17/2024	65.14
1,557 Broadway Battery & T	2002 SIVERADO IGNITION REPAIR	009-60-016-00000-536010	5/17/2024	278.19
1,557 Broadway Battery & T	SILVERADO MUFFLER REPAIR	009-60-016-00000-536010	5/17/2024	367.64
ACH IL Department Of Rev	APRIL SALES TAX	009-60-016-00000-539000	5/15/2024	137.00
1,585 Gelly Excavating & C	HAUL ROCK TO SILVER LAKE BOAT RAMP	009-60-016-00000-539000	5/17/2024	2,001.81
1,588 Hediger's Backhoe In	DOG PARK PUMP	009-60-016-00000-539000	5/17/2024	400.00
1,651 SUMNER ONE INC.	WCC MONTHLY PRINTER BILL	009-60-016-00000-539000	5/17/2024	60.00
1,656 THE KWIK CONNECTION	ROOF REPLACEMENT AD	009-60-016-00000-539033	5/17/2024	90.00
1,580 ELLIOTT DATA SYSTEMS	SERVICE AGREEMENT 67CAMERAS & 87 AC DEVICES 4 DOOR	009-60-016-00000-539050	5/17/2024	221.00
1,591 Highland Communicati	WCC WIFI	009-60-016-00000-539050	5/17/2024	3.00
1,591 Highland Communicati	BRAD'S SHED WIFI	009-60-016-00000-539050	5/17/2024	3.00
1,591 Highland Communicati	SENIOR CENTER WIFI	009-60-016-00000-539050	5/17/2024	4.00
1,591 Highland Communicati	GLIK PARK WIFI	009-60-016-00000-539050	5/17/2024	2.00
1,600 J.W. Pepper & Son In	1 QTY 11405997 MAMMA MIA!	009-60-016-00000-539057	5/17/2024	138.00
1,593 Highland's Tru Buy	SENIOR DAY APRIL 10, 2024	009-60-016-00000-539065	5/17/2024	69.21
1,668 Vandalia Bus Lines I	BUSCH STADIUM CARDS GAME 5/8/24	009-60-016-00000-539066	5/17/2024	975.00
1,541 WEX BANK	APRIL FUEL	009-60-016-00000-542000	5/17/2024	3,800.20
1,597 Huels Oil Co	APRIL DIESEL FUEL	009-60-016-00000-542000	5/17/2024	575.68
1,603 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	009-60-016-00000-542000	5/17/2024	68.89
1,564 City Of Highland	APRIL CENTRAL PURCHASING	009-60-016-00000-543000	5/17/2024	1,386.49
1,584 FS Turf Solutions St	TURF SUPPLIES (HYBSL REIMBURSING \$321)	009-60-016-00000-543000	5/17/2024	1,266.00



1,603 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	009-60-016-00000-543000	5/17/2024	1,082.09
1,631 Pioneer Manufacturin	PAINT FOR FIELDS	009-60-016-00000-543000	5/17/2024	1,171.20
1,670 WALMART COMMUNITY/ C	WAL-MART OPERAING ACCOUNT	009-60-016-00000-543000	5/17/2024	689.46
1,629 Pepsi	GLIK PARK CONCESSION SUPPLIES	009-60-016-00000-543050	5/17/2024	114.31
1,653 Switzer Food and Sup	WCC concessions supplies	009-60-016-00000-543050	5/17/2024	269.45
1,670 WALMART COMMUNITY/ C	WAL-MART OPERAING ACCOUNT	009-60-016-00000-543050	5/17/2024	14.60
1,673 William F. Brockman	GLIK CONCESSION SUPPLIES	009-60-016-00000-543050	5/17/2024	186.39
1,567 COMPUSTITCH SCREEN P	WORK SHIRTS FOR RYAN	009-60-016-00000-544000	5/17/2024	198.00
1,603 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	009-60-016-00000-544000	5/17/2024	45.24
1,603 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	009-60-016-00000-545000	5/17/2024	554.77
1,670 WALMART COMMUNITY/ C	WAL-MART OPERAING ACCOUNT	009-60-016-00000-545000	5/17/2024	161.18
1,603 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	009-60-016-00000-547000	5/17/2024	119.98
1,539 MTI Distributing In	NEW MOWERS (TRADED IN)	009-60-016-00000-553000	5/17/2024	33,781.62
1,540 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	009-60-016-00000-553000	5/17/2024	229.16
1,540 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	009-60-016-00000-553000	5/17/2024	854.52
1,540 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	009-60-016-00000-553000	5/17/2024	215.38
1,540 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	009-60-016-00000-553000	5/17/2024	300.00
			TOTAL	59,505.50
1,650 STEINMAN SERVICE	OUTDOOR POOL ICE MACHINE HOOKUP	009-60-503-00000-539000	5/17/2024	261.10
1,546 AMAZON CAPITAL SERVI	1 -3PK BAR MAT SET, CPR RESCUE MASK TRAIN, RADIO	009-60-503-00000-543000	5/17/2024	51.99
1,546 AMAZON CAPITAL SERVI	2 QTY COCKTAIL COFFE CAR	009-60-503-00000-543000	5/17/2024	37.98
1,564 City Of Highland	APRIL CENTRAL PURCHASING	009-60-503-00000-543000	5/17/2024	71.48
1,603 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	009-60-503-00000-543000	5/17/2024	107.88
1,629 Pepsi	OUTDOOR POOL CONCESSIONS SUPPLIES	009-60-503-00000-543050	5/17/2024	77.91
1,657 The Lifeguard Store	LIFEGUARD SUITS KRC AND HCP	009-60-503-00000-544000	5/17/2024	984.98
1,546 AMAZON CAPITAL SERVI	1 -3PK BAR MAT SET, CPR RESCUE MASK TRAIN, RADIO	009-60-503-00000-547000	5/17/2024	118.99
1,677 Bazan Painting Compa	OUTDOOR POOL PAINTED	009-60-503-00000-552000	5/17/2024	19,800.00
			TOTAL	21,512.31
1,603 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	009-60-715-00000-543000	5/17/2024	125.82
			TOTAL	125.82
1,536 INDOFF INC	CITY HALL FURNITURE	012-70-000-00000-555000	5/17/2024	46,317.49
1,536 INDOFF INC	14 QTY FAUX WOOD BLINDS	012-70-000-00000-555000	5/17/2024	1,437.00
1,557 Broadway Battery & T	GE REFRIDGERATOR - CITY HALL	012-70-000-00000-555000	5/17/2024	1,275.23
			TOTAL	49,029.72
1,658 The Mail Box Store	UPS EARLY AM IL ENVIROMENTAL PROTECTION	050-40-050-00000-554010	5/17/2024	91.81
			TOTAL	91.81
ACH Illinois Municipal E	APRIL PURCHASE POWER	101-00-000-00000-434641	5/16/2024	-1,284.16
ACH Illinois Municipal E	APRIL PURCHASE POWER	101-00-000-00000-434642	5/16/2024	-45,200.40
ACH SPRINGBROOK SOFTWARE	ACH SERVICES FOR APRIL 2024	101-00-000-00000-437120	5/16/2024	821.53
			TOTAL	-45,663.03
1,556 BHMG Engineers Inc	EPA & ANNUAL REPORTING	101-01-101-00000-523000	5/17/2024	359.61
1,628 PAETEC	LONG DISTANCE CHARGE	101-01-101-00000-531000	5/17/2024	0.31
1,583 FROST ELECTRIC SUPPL	FREIGHT ON PO 10	101-01-101-00000-532000	5/17/2024	24.48
1,648 Splish Splash Auto B	CAR WASHES CITY POLICE AND ELECTRIC DEPT	101-01-101-00000-536010	5/17/2024	14.00
1,568 Cooperative Response	BASEFEEAPRIL,CRCAGENT,CRCAGENTDIALOUT,CRCLINKUSE	101-01-101-00000-539000	5/17/2024	1,284.68
1,599 IONWARE	ASSIST WITH ITRON SERVICE AFTER UPGRADE	101-01-101-00000-539000	5/17/2024	312.50
1,649 SPRINGBROOK HOLDING	CIVICPAY TRANSACTION FEE	101-01-101-00000-539000	5/17/2024	1,765.50
1,659 TIMES TRIBUNE	PURCHASE OF 3- PHASE PAD MOUNT	101-01-101-00000-539000	5/17/2024	20.80
1,591 Highland Communicati	HSC CHARGE- POWER PLANT & UTILITIES	101-01-101-00000-539100	5/17/2024	164.00
1,546 AMAZON CAPITAL SERVI	1 QTY G2 PREM REFILLABEL ROLLING GELL PENS	101-01-101-00000-541000	5/17/2024	9.87
1,670 WALMART COMMUNITY/ C	WAL-MART OPERAING ACCOUNT	101-01-101-00000-541000	5/17/2024	31.08
1,541 WEX BANK	APRIL FUEL	101-01-101-00000-542000	5/17/2024	106.01
1,546 AMAZON CAPITAL SERVI	2 QTY FOAM HAND WASH	101-01-101-00000-543000	5/17/2024	117.58
1,564 City Of Highland	APRIL CENTRAL PURCHASING	101-01-101-00000-543000	5/17/2024	268.92
1,670 WALMART COMMUNITY/ C	WAL-MART OPERAING ACCOUNT	101-01-101-00000-543000	5/17/2024	9.88
1,662 TRENDY TEES & MORE	EMBROIDERED SHIRTS FOR DOMINIC & GEROGE	101-01-101-00000-544000	5/17/2024	24.00
1,603 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	101-01-101-00000-545000	5/17/2024	20.97
1,534 Anthony Supply Co In	Quote # 9759 MATERIAL FOR FENCE PO 81	101-01-101-00000-552000	5/17/2024	12,228.44
1,534 Anthony Supply Co In	Quote # 9759 MATERIAL FOR FENCE	101-01-101-00000-552000	5/17/2024	2,447.95
1,535 BROWN FENCE AND REPA	FENCE REPLACEMENT	101-01-101-00000-552000	5/17/2024	14,000.00
1,603 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	101-01-101-00000-552000	5/17/2024	51.44
1,540 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	101-01-101-00000-553000	5/17/2024	229.15
1,540 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	101-01-101-00000-553000	5/17/2024	854.52
1,540 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	101-01-101-00000-553000	5/17/2024	215.38
1,540 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	101-01-101-00000-553000	5/17/2024	300.00
ACH IL Dept Of Revenue	APRIL UTILITY TAX	101-01-101-00000-571000	5/15/2024	24,298.60
			TOTAL	59,159.67
1,655 The Korte Company In	BAKER SCAFFOLD POWER PLANT	101-01-102-00000-534000	5/17/2024	16.00

1,604 JOINER SHEET METAL &	LABOR & MATERIAL TO PATCH HOLES IN ROOF	101-01-102-00000-538000	5/17/2024	575.00
1,646 SCOTT'S PAINTING AND	SECOND HALF OF PAYMENT- WORK DONE ON SHED	101-01-102-00000-538000	5/17/2024	5,184.00
1,622 Munie Outdoor Servic	STARTUP, RAN-THUR SYSTEMS: GOOD	101-01-102-00000-539000	5/17/2024	259.25
ACH Illinois Municipal E	APRIL PURCHASE POWER	101-01-102-00000-539020	5/16/2024	671,313.81
1,591 Highland Communicati	HSC CHARGE- POWER PLANT & UTILITIES	101-01-102-00000-539100	5/17/2024	3.00
1,541 WEX BANK	APRIL FUEL	101-01-102-00000-542000	5/17/2024	656.89
1,603 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	101-01-102-00000-543000	5/17/2024	121.85
1,626 O'Reilly Automotive	1 QTY DISCONNECT ST	101-01-102-00000-543000	5/17/2024	12.99
1,662 TRENDY TEES & MORE	EMBROIDERED SHIRTS FOR DOMINIC & GEROGE	101-01-102-00000-544000	5/17/2024	40.00
1,523 Mastercard	MENARDS SHOP TOOLS AND SUPPLIES	101-01-102-00000-545000	5/7/2024	73.87
1,603 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	101-01-102-00000-545000	5/17/2024	335.70
1,626 O'Reilly Automotive	1 QTY NEW CV SHAFT, 1 QTY HUB ASSEMBLY	101-01-102-00000-546000	5/17/2024	292.03
1,626 O'Reilly Automotive	1 QTY NEW CV SHAFT, 1 QTY HUB ASSEMBLY RETURN	101-01-102-00000-546000	5/17/2024	-292.03
1,603 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	101-01-102-00000-552000	5/17/2024	91.93
1,540 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	101-01-102-00000-553000	5/17/2024	229.15
1,540 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	101-01-102-00000-553000	5/17/2024	854.52
1,540 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	101-01-102-00000-553000	5/17/2024	215.38
1,540 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	101-01-102-00000-553000	5/17/2024	300.00
			TOTAL	680,283.34
1,602 JM TEST SYSTEMS INC	QUOTE # S4223COVERUPS,HOTSTICKS,BLANKETS,JUMPERS	101-01-104-00000-536000	5/17/2024	3,581.00
1,603 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	101-01-104-00000-536000	5/17/2024	135.29
1,632 POWDER PLUS INC	BLAST AND COAT FAN BRACKETS BK-05	101-01-104-00000-536000	5/17/2024	80.00
1,541 WEX BANK	APRIL FUEL	101-01-104-00000-542000	5/17/2024	626.93
1,597 Huels Oil Co	APRIL DIESEL FUEL	101-01-104-00000-542000	5/17/2024	1,806.27
1,546 AMAZON CAPITAL SERVI	CREDIT FOR INV 19VV-RFPD-GL1H	101-01-104-00000-543000	5/17/2024	-63.99
1,603 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	101-01-104-00000-543000	5/17/2024	373.24
1,634 Power Line Supply	QUOTE # 041024 2155B 15KV STABDOFF BUSHING	101-01-104-00000-543000	5/17/2024	1,394.25
1,634 Power Line Supply	QUOTE # 032124 1-64-P COPPER SPLICING SLEEVE	101-01-104-00000-543000	5/17/2024	794.00
1,603 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	101-01-104-00000-544000	5/17/2024	104.96
1,611 London Shoe Shop	GENE COX BOOTS	101-01-104-00000-544000	5/17/2024	274.50
1,611 London Shoe Shop	MIKE HOLLENKAMP BOOTS	101-01-104-00000-544000	5/17/2024	240.00
1,624 Northtown Auto & Tra	LUBE, FUEL SPIN ON, FUEL/WATER SEPAR. - BACKHOE	101-01-104-00000-545000	5/17/2024	46.82
1,614 McKay Auto Parts Inc	SILICONE & THREADLOCKER GEL FOR 04 DODGE	101-01-104-00000-546000	5/17/2024	25.13
1,626 O'Reilly Automotive	1 QTY FUEL PUMP MOD ASM	101-01-104-00000-546000	5/17/2024	-119.36
1,540 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	101-01-104-00000-553000	5/17/2024	229.15
1,540 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	101-01-104-00000-553000	5/17/2024	854.52
1,540 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	101-01-104-00000-553000	5/17/2024	215.39
1,540 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	101-01-104-00000-553000	5/17/2024	300.00
1,586 Graybar	THHN 250 STR 500FT WIRE	101-01-104-00000-554030	5/17/2024	4,836.19
			TOTAL	15,734.29
1,610 LOGICOMUSA	MONTHLY REGULATORY COMPLIANCE REMINDER & FILINGS	111-05-111-00000-522000	5/17/2024	330.00
1,548 ANGELA IMMING	PER DIEM TYLER CONFERENCE 05/19/24-05/22/24	111-05-111-00000-524000	5/17/2024	79.00
1,618 MIKE RUSSELL	PER DIEM TYLER CONFERENCE 05/19/24-05/22/24	111-05-111-00000-524000	5/17/2024	79.00
1,547 Ameren Illinois	GAS SERVICE	111-05-111-00000-533000	5/17/2024	62.05
ACH IL Department Of Rev	APRIL SALES TAX	111-05-111-00000-539000	5/15/2024	15.00
ACH ILLINOIS DEPT OF REV	APRIL RT-2 TELECOMMUNICATIONS TAX RETURN	111-05-111-00000-539000	5/15/2024	2,673.77
ACH ILLINOIS DEPT OF REV	APRIL RT-10 TELECOMMUNICATIONSINFRASTRUCTUREMTNFFEE	111-05-111-00000-539000	5/15/2024	101.80
ACH RELIAFUND	HCS ACH PROCESSING FEE FOR APRIL 2024	111-05-111-00000-539000	5/15/2024	180.35
1,559 CALIX INC.	CLOUD SOLUTION AND SUPPORT MAY 1-31, 2024	111-05-111-00000-539000	5/17/2024	404.84
1,598 ILLINOIS TELECOMMUNI	LOCALEXCHANGECARRIER&INTERCONNECTEDVOIP&WIRELESS	111-05-111-00000-539000	5/17/2024	13.74
1,578 Drive Social Media	SOCIAL MEDIA MONTHLY SERVICE	111-05-111-00000-539033	5/17/2024	2,000.00
1,675 Zobrist Signs	HIGHLAND ROAD WEST BY KORTE LUITJOHN CONSTRUCTION	111-05-111-00000-539033	5/17/2024	100.00
1,580 ELLIOTT DATA SYSTEMS	SERVICE AGREEMENT 67CAMERAS & 87 AC DEVICES 4 DOOR	111-05-111-00000-539050	5/17/2024	1,397.00
1,619 MOMENTUM TELECOM IN	MAY VOICE CONTENT FEE #325794	111-05-111-00000-539051	5/17/2024	9,943.12
1,661 TIVO PLATFORM TECHNO	848NCPMTOBIACCT,144NDVRADDTLUAS,445 STREAM ADDTLUS	111-05-111-00000-539052	5/17/2024	7,695.02
1,580 ELLIOTT DATA SYSTEMS	ACCESS MANAGER DEVICE LIC/PERSPECTIVE CAMERA LIC	111-05-111-00000-539200	5/17/2024	1,001.00
1,587 GREAT LAKES DATA SYS	BROADHUB SOFTWARE SUPPORT	111-05-111-00000-539300	5/17/2024	1,254.00
1,587 GREAT LAKES DATA SYS	2 QTY MESSAGE LASER BILL	111-05-111-00000-539300	5/17/2024	211.06
1,541 WEX BANK	APRIL FUEL	111-05-111-00000-542000	5/17/2024	179.29
1,597 Huels Oil Co	APRIL DIESEL FUEL	111-05-111-00000-542000	5/17/2024	175.17
1,564 City Of Highland	APRIL CENTRAL PURCHASING	111-05-111-00000-543000	5/17/2024	28.99
1,546 AMAZON CAPITAL SERVI	100 QTY AMAZON FIRE TV STICK 4K	111-05-111-00000-547000	5/17/2024	4,248.00
1,540 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	111-05-111-00000-553000	5/17/2024	229.15
1,540 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	111-05-111-00000-553000	5/17/2024	854.52
1,540 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	111-05-111-00000-553000	5/17/2024	215.39
1,540 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	111-05-111-00000-553000	5/17/2024	300.00
			TOTAL	33,771.26
1,589 HIGHLAND AUTOWASH LL	MONTHLY MEMBERSHIP - MAY - PW	201-02-201-00000-536010	5/17/2024	40.00
1,568 Cooperative Response	BASEFEEAPRIL,CRCAGENT,CRCAGENTDIALOUT,CRCLINKUSE	201-02-201-00000-539000	5/17/2024	137.64
1,649 SPRINGBROOK HOLDING	CIVICPAY TRANSACTION FEE	201-02-201-00000-539000	5/17/2024	706.20
1,591 Highland Communicati	HCS CHARGES - PW	201-02-201-00000-539050	5/17/2024	225.00
			TOTAL	1,108.84

1,603	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	201-02-202-00000-536000	5/17/2024	55.50
1,612	Luby Equipment Servi	UNIT SHORTING - GEN FIELD PREV MAINTENANCE	201-02-202-00000-536000	5/17/2024	1,011.00
1,552	AUTOMATIC GATE AND D	MAIN EXIT GATE NOT CLOSING- REPAIR, TRIP CHG.	201-02-202-00000-538000	5/17/2024	250.00
1,555	BARNETT PEST Solutio	2 MAIN BLDG, 2 OUT BLDG. 4-16-24- CREDIT ON ACCT.	201-02-202-00000-538000	5/17/2024	55.00
1,654	Teklab Inc	LAB TESTING	201-02-202-00000-539023	5/17/2024	2,284.20
1,591	Highland Communicati	HCS CHARGES - WTP	201-02-202-00000-539050	5/17/2024	119.66
1,541	WEX BANK	APRIL FUEL	201-02-202-00000-542000	5/17/2024	109.68
1,603	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	201-02-202-00000-544000	5/17/2024	91.97
1,603	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	201-02-202-00000-545000	5/17/2024	309.53
1,624	Northtown Auto & Tra	BELT	201-02-202-00000-545000	5/17/2024	41.62
1,625	Nu Way Concrete Form	REPCON V/O PATCHING MATERIAL SPECICHEM	201-02-202-00000-545000	5/17/2024	54.00
1,667	USA Blue Book	C12 REPL GASKETS FOR 1TON KITS MADE 05/2014 TO PRE	201-02-202-00000-545000	5/17/2024	438.25
1,540	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	201-02-202-00000-553000	5/17/2024	229.15
1,540	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	201-02-202-00000-553000	5/17/2024	854.52
1,540	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	201-02-202-00000-553000	5/17/2024	215.39
1,540	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	201-02-202-00000-553000	5/17/2024	300.00
				TOTAL	6,419.47
1,524	Postmaster	USPS MARKETING MAIL-REUGLAR	201-02-203-00000-532000	5/14/2024	1,364.30
1,603	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	201-02-203-00000-536010	5/17/2024	15.48
1,603	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	201-02-203-00000-538000	5/17/2024	53.12
1,642	S Horn Construction	DEPOSIT -FOR REPAIRS TO EAST END WALL OF SHED	201-02-203-00000-538000	5/17/2024	2,629.50
1,654	Teklab Inc	COLIFORM, TOTAL - MEMBRANE FILTER	201-02-203-00000-539023	5/17/2024	233.20
1,591	Highland Communicati	HCS CHARGES - W&S	201-02-203-00000-539050	5/17/2024	2.00
1,541	WEX BANK	APRIL FUEL	201-02-203-00000-542000	5/17/2024	479.82
1,597	Huels Oil Co	APRIL DIESEL FUEL	201-02-203-00000-542000	5/17/2024	748.52
1,546	AMAZON CAPITAL SERVI	1 QTY CAMOLIKOS 4PK REPLACEMENT CUTTER WHEEL FITS	201-02-203-00000-543000	5/17/2024	7.89
1,564	City Of Highland	APRIL CENTRAL PURCHASING	201-02-203-00000-543000	5/17/2024	13.18
1,603	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	201-02-203-00000-543000	5/17/2024	17.97
1,605	Kalmer Landscape Sup	DIRT FOR SEVERAL ADDRESSES	201-02-203-00000-543000	5/17/2024	59.65
1,645	Schulte Supply Inc	GREEN, BLUE-MKG. PAINT, BLUE FLAGS, CLAMP	201-02-203-00000-543000	5/17/2024	563.12
1,567	COMPUSITITCH SCREEN P	S&A UNIFORM SHIRTS W/LOGO, W&S 7SHIRTS LOGO ONLY,	201-02-203-00000-544000	5/17/2024	31.50
1,603	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	201-02-203-00000-544000	5/17/2024	189.40
1,603	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	201-02-203-00000-545000	5/17/2024	21.99
1,624	Northtown Auto & Tra	FRAM ANT 50/50	201-02-203-00000-545000	5/17/2024	34.83
1,624	Northtown Auto & Tra	LUBE, FUEL, FUEL/WATER SEPARATOR	201-02-203-00000-545000	5/17/2024	45.27
1,624	Northtown Auto & Tra	LUBE, FUEL SPIN ON, FUEL/WATER SEPAR. - BACKHOE	201-02-203-00000-545000	5/17/2024	23.42
1,624	Northtown Auto & Tra	OIL FILTER, FUEL CQBLU	201-02-203-00000-545000	5/17/2024	7.37
1,566	Coe Equipment Inc	1/2" FNPT FEMALE & MALE COUPLERS	201-02-203-00000-546000	5/17/2024	47.61
1,603	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	201-02-203-00000-546000	5/17/2024	37.49
1,612	Luby Equipment Servi	GAS STRUT	201-02-203-00000-546000	5/17/2024	28.95
1,612	Luby Equipment Servi	ROCKER SWITCH	201-02-203-00000-546000	5/17/2024	78.51
1,569	CORE & MAIN LP	GENERAC INVERTER GENERATOR	201-02-203-00000-547000	5/17/2024	324.50
1,614	McKay Auto Parts Inc	PENLIGHT	201-02-203-00000-547000	5/17/2024	69.97
1,540	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	201-02-203-00000-553000	5/17/2024	229.15
1,540	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	201-02-203-00000-553000	5/17/2024	854.52
1,540	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	201-02-203-00000-553000	5/17/2024	215.39
1,540	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	201-02-203-00000-553000	5/17/2024	300.00
1,538	Midwest Meter Inc.	150 QTY 3/4 M-25 BRZ GAL HRE-LCD W/IC	201-02-203-00000-553060	5/17/2024	24,000.00
				TOTAL	32,727.62
1,568	Cooperative Response	BASEFEEAPRIL,CRCAGENT,CRCAGENTDIALOUT,CRCLINKUSE	301-03-301-00000-539000	5/17/2024	137.64
1,649	SPRINGBROOK HOLDING	CIVICPAY TRANSACTION FEE	301-03-301-00000-539000	5/17/2024	706.20
1,564	City Of Highland	APRIL CENTRAL PURCHASING	301-03-301-00000-543000	5/17/2024	43.44
				TOTAL	887.28
1,603	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	301-03-303-00000-536010	5/17/2024	15.48
1,603	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	301-03-303-00000-538000	5/17/2024	53.15
1,642	S Horn Construction	DEPOSIT -FOR REPAIRS TO EAST END WALL OF SHED	301-03-303-00000-538000	5/17/2024	2,629.50
1,591	Highland Communicati	HCS CHARGES - W&S	301-03-303-00000-539050	5/17/2024	2.00
1,597	Huels Oil Co	APRIL DIESEL FUEL	301-03-303-00000-542000	5/17/2024	748.52
1,546	AMAZON CAPITAL SERVI	1 QTY CAMOLIKOS 4PK REPLACEMENT CUTTER WHEEL FITS	301-03-303-00000-543000	5/17/2024	7.89
1,564	City Of Highland	APRIL CENTRAL PURCHASING	301-03-303-00000-543000	5/17/2024	13.18
1,603	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	301-03-303-00000-543000	5/17/2024	24.96
1,605	Kalmer Landscape Sup	DIRT FOR SEVERAL ADDRESSES	301-03-303-00000-543000	5/17/2024	59.65
1,616	Midwest Municipal Su	8" FERNCO CLAY PVC, 8X4 T-WYE GXG	301-03-303-00000-543000	5/17/2024	548.93
1,645	Schulte Supply Inc	GREEN, BLUE-MKG. PAINT, BLUE FLAGS, CLAMP	301-03-303-00000-543000	5/17/2024	563.12
1,567	COMPUSITITCH SCREEN P	S&A UNIFORM SHIRTS W/LOGO, W&S 7SHIRTS LOGO ONLY,	301-03-303-00000-544000	5/17/2024	31.50
1,603	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	301-03-303-00000-544000	5/17/2024	189.43
1,603	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	301-03-303-00000-545000	5/17/2024	22.00
1,624	Northtown Auto & Tra	FRAM ANT 50/50	301-03-303-00000-545000	5/17/2024	34.83
1,624	Northtown Auto & Tra	LUBE, FUEL, FUEL/WATER SEPARATOR	301-03-303-00000-545000	5/17/2024	45.28
1,624	Northtown Auto & Tra	LUBE, FUEL SPIN ON, FUEL/WATER SEPAR. - BACKHOE	301-03-303-00000-545000	5/17/2024	23.42
1,624	Northtown Auto & Tra	OIL FILTER, FUEL CQBLU	301-03-303-00000-545000	5/17/2024	7.37

1,566	Coe Equipment Inc	1/2" FNPT FEMALE & MALE COUPLERS	301-03-303-00000-546000	5/17/2024	47.62
1,603	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	301-03-303-00000-546000	5/17/2024	37.49
1,612	Luby Equipment Servi	GAS STRUT	301-03-303-00000-546000	5/17/2024	28.95
1,612	Luby Equipment Servi	ROCKER SWITCH	301-03-303-00000-546000	5/17/2024	78.51
1,636	Productivity Plus Ac	1 QTY WHEEL -LUBY	301-03-303-00000-546000	5/17/2024	447.52
1,569	CORE & MAIN LP	GENERAC INVERTER GENERATOR	301-03-303-00000-547000	5/17/2024	324.50
1,614	McKay Auto Parts Inc	PENLIGHT	301-03-303-00000-547000	5/17/2024	69.96
1,540	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	301-03-303-00000-553000	5/17/2024	229.15
1,540	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	301-03-303-00000-553000	5/17/2024	854.52
1,540	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	301-03-303-00000-553000	5/17/2024	215.39
1,540	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	301-03-303-00000-553000	5/17/2024	300.00
			TOTAL		7,653.82
1,571	D&D TIRE	2 TIRES 200/60r15, VALVE STEM, FREIGHT	301-03-304-00000-536000	5/17/2024	344.50
1,647	Sievers Equipment Co	HYD LEAK BY REMOTE VALVES READY ON 04/11/24	301-03-304-00000-536000	5/17/2024	1,780.00
1,654	Teklab Inc	1 QTY NITROGEN NO3/NO2 AQUEOUS PRESERV	301-03-304-00000-539023	5/17/2024	73.90
1,591	Highland Communicati	HCS CHARGES - WRF	301-03-304-00000-539050	5/17/2024	149.99
1,541	WEX BANK	APRIL FUEL	301-03-304-00000-542000	5/17/2024	311.13
1,540	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	301-03-304-00000-553000	5/17/2024	229.15
1,540	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	301-03-304-00000-553000	5/17/2024	854.51
1,540	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	301-03-304-00000-553000	5/17/2024	215.39
1,540	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	301-03-304-00000-553000	5/17/2024	300.00
			TOTAL		4,258.57
1,659	TIMES TRIBUNE	LEGAL-40 CFR	301-03-305-00000-539000	5/17/2024	11.20
			TOTAL		11.20
1,608	LEWIS BRISBOIS BISGA	LABOR AND EMPLOYMENT FILE NO: 015386-000002	401-20-401-00000-522000	5/17/2024	1,938.00
1,630	PIERSON FERDINAND	LABOR AND EMPLOYMENT COUNSELING	401-20-401-00000-522000	5/17/2024	1,198.50
1,609	LOGAN VON HATTEN	TUITION REIMB CHRISTIAN HOSPITAL PARAMEDIC I & II	401-20-401-00000-524000	5/17/2024	2,500.00
1,665	U.S. BANK EQUIPMENT	COPIER LEASE/USAGE	401-20-401-00000-534000	5/17/2024	194.56
1,626	O'Reilly Automotive	1 QTY FUEL FILTER, 1 QTY DIESEL ADDIT	401-20-401-00000-536000	5/17/2024	45.98
1,550	APEX PHYSICAL THERAP	JOB ANALYSIS AND EMPLOYMENT TEST CREATION	401-20-401-00000-539000	5/17/2024	700.00
1,580	ELLIOTT DATA SYSTEMS	SERVICE AGREEMENT 67CAMERAS & 87 AC DEVICES 4 DOOR	401-20-401-00000-539050	5/17/2024	579.00
1,591	Highland Communicati	HCS SERVICES - EMS	401-20-401-00000-539050	5/17/2024	280.95
1,676	Zoll Data Systems In	ZOLL BILLING EMS 06/01/24-06/30/24	401-20-401-00000-539300	5/17/2024	1,547.65
1,541	WEX BANK	APRIL FUEL	401-20-401-00000-542000	5/17/2024	1,125.21
1,597	Huels Oil Co	APRIL DIESEL FUEL	401-20-401-00000-542000	5/17/2024	1,174.61
1,544	Airgas USA LLC	OXYGEN	401-20-401-00000-543000	5/17/2024	261.31
1,546	AMAZON CAPITAL SERVI	1 QTY HP CHROMBOOK, 1-HANGING WALL FILE ORGANIZER	401-20-401-00000-543000	5/17/2024	118.57
1,564	City Of Highland	APRIL CENTRAL PURCHASING	401-20-401-00000-543000	5/17/2024	93.20
1,615	MEDSTAR AMBULANCE I	20 QTY AHA BLS ECARD, 20 QTY AHA HEARTSAVER CARD	401-20-401-00000-543000	5/17/2024	500.00
1,670	WALMART COMMUNITY/ C	WAL-MART OPERAING ACCOUNT	401-20-401-00000-543000	5/17/2024	62.20
1,551	AUSTIN SCARSDALE	LONDON SHOE SHOP- WORK BOOTS COMPOSITE TOE	401-20-401-00000-544000	5/17/2024	150.00
1,644	SAVVIK BUYING GROUP	2 QTY WM FAST-TAC URBAN PANT	401-20-401-00000-544000	5/17/2024	74.97
1,557	Broadway Battery & T	1 QTY RPWFE	401-20-401-00000-546000	5/17/2024	45.40
			TOTAL		12,590.11
1,545	ALLIANT INSURANCE SE	FIDUCIARY LIABILITY INS PROGRAM 05/12/24-05/12/25	702-21-702-00000-539000	5/17/2024	5,314.00
			TOTAL		5,314.00
1,537	LEXIPOL LLC	ANNUAL LAW ENFORCEMENT SUPPLEMENT & POLICY MANUAL	706-10-706-00000-535000	5/17/2024	12,211.90
			TOTAL		12,211.90
1,533	ALLIED WASTE TRANSPO	RESIDENTIAL TRASH SERVICE 04/01/24-04/30/24	713-04-713-00000-539000	5/17/2024	107,666.25
1,533	ALLIED WASTE TRANSPO	COMMERCIAL TRASH SERVICE 03/01/24-03/31/24	713-04-713-00000-539000	5/17/2024	58,451.77
1,649	SPRINGBROOK HOLDING	CIVICPAY TRANSACTION FEE	713-04-713-00000-539000	5/17/2024	353.10
			TOTAL		166,471.12
			<b>GRAND TOTAL</b>		<b>1,242,604.47</b>

Accepted by City Council May 20, 2024

Mayor:

Clerk: