

Sycamore Park District
 Regular Board Meeting
 July 25, 2023
 6:00 PM

Sycamore Golf Club, A Facility of the Sycamore Park District
 Riverview Room
 940 E. State Street, Sycamore, IL

AGENDA

CALL TO ORDER (Roll Call Vote)

Motion to permit any Commissioners to participate remotely. (Roll Call Vote)

APPROVAL OF REGULAR AND CONSENT AGENDA (Voice Vote)

APPROVAL OF MINUTES: (Voice Vote)

3. Regular Minutes: June 27, 2023 (Voice Vote)
 Executive Sessions Minutes: June 27, 2023 (Voice Vote) (To Remain Confidential)

APPROVAL OF MONTHLY CLAIMS:

8. Claims Paid Since Board Meeting (Roll Call Vote)
22. Claims Presented (Roll Call Vote)

CONSENT AGENDA:

32. Superintendent of Finance Monthly Report
34. Budget
49. Superintendent of Recreation Monthly Report
53. Superintendent of Golf Operations Monthly Report
55. Superintendent of Parks and Facilities Monthly Report
57. Marketing & Community Outreach Manager
58. Executive Director Monthly Report

CORRESPONDENCE:

None

PUBLIC INPUT:

POSITIVE FEEDBACK/REPORTS:

PLANNING COMMISSION REPORT: Ted

AGENDA

July 25, 2023, 6:00 PM

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OLD BUSINESS:

59. Solar Energy Update: Jeff/Jonelle
91. Park/Construction Updates: Jonelle/Jeff
 - Great Western Trail seg. 2
 - Reston Ponds
 - Riverside: vandalism

NEW BUSINESS:

92. North Grove Park

Special Announcements

Potential Study Session August 8 at 6:00 PM—940 E. State St.

PUBLIC INPUT

EXECUTIVE SESSION (Roll Call Vote): In accordance with 5 ILCS, Par. 120/2c, I move that the Board convene in Executive Session to discuss:

5. The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.
1. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity.

**Minutes of the Regular Meeting of the Board of Commissioners
Sycamore Park District
Tuesday, June 27, 2023**

The regular meeting of the Sycamore Park District Board of Commissioners, DeKalb County, Illinois, being held at our Clubhouse, located at 940 E. State St., Sycamore, Illinois is called to order at 6:00 p.m. on Tuesday, June 27, 2023.

Will the recording secretary please call the roll.

The following Sycamore Park District Commissioners are physically present and will be participating in the meeting in person: **Commissioners Graves, Strack and Kroeger.**

The following Sycamore Park District Commissioners are not physically present but will be participating in the meeting via video and/or audio conferencing: **None.**

The following Sycamore Park District Commissioners are not physically present and will not be participating in the meeting: **Commissioners Ackmann and Doty were absent.**

Staff members present were Director Bailey, Chris Hoblit, Jeff Donahoe, Jackie Hienbuecher, Lisa Metcalf, and Will Turner.

Guests at the Board meeting were: Will Turner – new staff.

Regular and Consent Agenda Approval –

Motion

Commissioner Graves moved to approve the Regular Agenda and the Consent Agenda. Commissioner Strack seconded the Motion.

Voice Vote

President Kroeger called for a roll call vote to approve the motion. All commissioners present voted Aye. Motion carried 3-0. Commissioners Ackmann and Doty were absent.

Introduction of William Turner: Supt. Metcalf introduced Will. Will then told the board a little about himself and noted he is happy to be a part of Sycamore Park District.

Approval of Minutes –

Motion

Commissioner Strack moved to approve the May 23, 2023, Regular Meeting Minutes. Commissioner Graves seconded the Motion.

Voice Vote

President Kroeger called for a voice vote to approve the motion. All commissioners present voted Aye. Motion carried 3-0. Commissioners Ackmann and Doty were absent.

Motion

Commissioner Graves moved to approve the May 23, 2023, Executive Session Meeting Minutes to remain confidential. Commissioner Strack seconded the Motion.

Voice Vote

President Kroeger called for a voice vote to approve the motion. All commissioners present voted Aye. Motion carried 3-0. Commissioners Ackmann and Doty were absent.

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Claims and Accounts Approval

Motion

Commissioner Strack moved to approve and pay the bills in the amount of \$428,887.61.
 Commissioner Graves seconded the Motion.

Roll Call

President Kroeger called for a roll call to approve the motion. All commissioners present voted Aye. Motion carried 3-0. Commissioners Ackmann and Doty were absent.

Correspondence –

- CASA Thank You

Public Input –

Positive Feedback –

- Commissioner Graves wanted to wish Melissa well. He knows she is concerned about concessions, but staff will step up.
- He also commented that looks like Storm weekend went well.
- President Kroeger noted he keeps hearing how great our course is.

Plan Commission: Commissioner Strack noted nothing to report.

Old Business:

Solar Energy Update: Director Bailey noted we had an online meeting to introduce the team and went over the paperwork. The roof is now fixed. Now we are doing the paperwork and finalizing the engineering. They will send a proof for our approval. The timeframe is spring of 2024 for completion.

Construction Updates:

- **Bridge 1:** Director Bailey noted this is completed.
- **Clubhouse:** Director Bailey noted we are waiting on the health department to do a final walkthrough for the final approval. The city will also need to do a final walkthrough.
- **GWT:** Director Bailey noted we submitted a new offer to FS Grain, and we are waiting to hear back. The Ibarra property is stalled at this point, but we are still trying to negotiate with them.
- **North Grove:** Director Bailey noted we are still working with Upland Designs. Based on the information from the residents, Upland will be submitting to OSLAD grants.

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- **Lighting:** Supt. Donahoe noted all the lights are changed to LED in the buildings. This saved us \$73,000 that we didn't have to pay. The Baseball lights program is done with Com Ed, so this fell through. He asked them to see what type of deductions are still available at this point and we will go from there.
- **Riverside:** No discussion.

RecStar Sound Check Report: Winter/Spring Results: Director Bailey noted we have one more survey coming. She noted that we are still liked.

New Business

Lightshow option: Director Bailey noted we were contacted by a Media company from Massachusetts. They have different packages with a 3-year lease agreement. She shared more information with the board. The board did not support this with the amount of money it would cost.

Board By-laws Annual Review: Director Bailey noted there were no changes made, but we still have to present it to the board each year.

Quarterly Capital Funds Update: Supt. Hienbuecher noted this is just an update. President Kroeger asked what the cost would be to build the stage. Director Bailey noted this would be approximately \$35,000. President Kroeger suggested maybe working with groups and the public to donate their time to build this and possibly do it in stages. Director Bailey noted we will look into this more. President Kroeger noted he would help head up this project.

Reston Ponds Bid Review:

Motion

Commissioner Strack moved to approve Elliott & Wood bid of \$507,340.00.
 Commissioner Graves seconded the Motion.

Roll Call

President Kroeger called for a roll call to approve the motion. All commissioners present voted Aye. Motion carried 3-0. Commissioners Ackmann and Doty were absent.

Motion

Commissioner Kroeger moved to add Alternate 3 for \$13,000. Commissioner Strack seconded the Motion.

Roll Call

President Kroeger called for a roll call to approve the motion. All commissioners present voted Aye. Motion carried 3-0. Commissioners Ackmann and Doty were absent.

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Hartmann Lease Revised: Director Bailey noted this is the property by the soccer complex. We had the land surveyed that is being farmed.

Motion

Commissioner Strack moved to approve the new lease as presented. Commissioner Graves seconded the Motion.

Roll Call

President Kroeger called for a roll call to approve the motion. All commissioners present voted Aye. Motion carried 3-0. Commissioners Ackmann and Doty were absent.

Special Announcements –

July Study Session: None was scheduled.

Public Input – None

Motion

The Board adjourned the Regular Session to go into Executive Session at 7:13 pm on a motion made by Commissioner Strack for the reasons listed below. The motion was seconded by Commissioner Graves.

Roll Call

President Kroeger called for a roll call vote to approve the motion. All commissioners present voted Aye. Motion carried 3-0. Commissioner Ackmann and Doty were absent.

5. The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.

The Board convened to Executive Session at 7:13 pm. The roll was called with Commissioners Graves, Strack and Kroeger present along with Director Bailey, Jeff Donahoe, Jackie Hienbuecher, and Lisa Metcalf.

Motion

The Board adjourned the Executive Session at 7:27 p.m. on a motion made by Commissioner Graves. The motion was seconded by Commissioner Strack.

Voice Vote

President Kroeger called for a voice vote to approve the motion. All commissioners present voted Aye. Motion carried 3-0. Commissioners Ackmann and Doty were absent.

The Board reconvened to Regular Session at 7:27 pm. The roll was called with Commissioners Graves, Strack and Kroeger present. Commissioners Ackmann and Doty were absent.

Motion

The Board adjourned the Regular Session at 7:27 p.m. on a motion made by Commissioner Strack. The motion was seconded by Commissioner Graves.

Voice Vote

President Kroeger called for a voice vote to approve the motion. All commissioners present voted Aye. Motion carried 3-0. Commissioners Ackmann and Doty were absent.

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Respectfully Submitted,

Jeanette Freeman
Recording Secretary
Sycamore Park District

DATE: 07/18/2023
 TIME: 14:38:19
 ID: AP450000.WOW

SYCAMORE PARK DISTRICT
 PAID INVOICE LISTING

Interim

FROM 06/22/2023 TO 07/17/2023

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P. O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
1STAYD	1ST AYD CORPORATION								
PSI621011	01 SHOP-GLOVES & HAND SOAP	1015000076514	06/15/23	66186	07/07/23	293.41	293.41	293.41	293.41
	02 SHOP-GLOVES & HAND SOAP	202100076514						146.70	146.70
									146.71
									293.41
ACUSHNET	ACUSHNET COMPANY								
916062502	01 AVX DOZEN	501000001300	06/30/23	66187	07/07/23	499.79	499.79	499.79	499.79
	02 SHIPPING INV 916062502	501000001300						11.75	11.75
	03 DISC INV 916062502	501000001300						-9.96	-9.96
									499.79
AFLAC	AFLAC								
170336	01 AFLAC - PRE TAX	101000002006	06/12/23	66162	06/30/23	754.23	754.23	754.23	754.23
	02 AFLAC - AFTER TAX	101000002007						43.20	43.20
AIRGAS	AIRGAS USA LLC								
5500129343	01 WELDING TANK RENTAL	1015000066401	06/30/23	66188	07/07/23	38.70	38.70	38.70	38.70
BANN	BANNER UP SIGNS								
80598	01 EVENT SIGNS	101200046203	07/05/23	66189	07/07/23	168.00	168.00	168.00	168.00
BATTERIE	BATTERIES PLUS BULBS								
P63594097	01 BATTERIES	207500076500	06/27/23	66163	06/30/23	16.56	16.56	16.56	16.56
CINTA	CINTAS CORPORATION #355								
5165612652	01 1ST AIR STOCK - CC	207500076513	07/06/23	66220	07/13/23	11.55	11.55	11.55	11.55
									11.55
									11.55

SYCAMORE PARK DISTRICT
 PAID INVOICE LISTING

FROM 06/22/2023 TO 07/17/2023

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
CINTA2	CINTAS CORP								
	5162003239	01 1ST AID STOCK - CC	207500076513	06/08/23		66164	06/30/23	180.68	108.45 108.45
	8406290666	01 1ST AID STOCK - MAINT	202100076511	06/09/23		66164	06/30/23	180.68	72.23 36.11 36.12
		02 1ST AID STOCK - MAINT	101500076511						
							VENDOR TOTAL:		180.68
CITY2	CITY OF SYCAMORE								
	1271000000-0623	01 WATER/SEWER - MAINT	101500096704	06/30/23		66190	07/07/23	1,180.17	226.22 226.22
	1271005000-0623	01 WATER/SEWER - CC	207500096704	06/30/23		66190	07/07/23	1,180.17	953.95 953.95
							VENDOR TOTAL:		1,180.17
COMCA	COMCAST								
	0468768-0723	01 CABLE	303000096705	06/25/23		66191	07/07/23	187.02	187.02 93.51 93.51
		02	504000096705						
							VENDOR TOTAL:		187.02
COMMO	COMMONWEALTH EDISON								
	0558722008-0623	01 BB CONCESSIONS	303300096702	07/06/23		66212	07/11/23	9,295.28	9,295.28 355.32 154.42 164.62 164.62 34.95 190.16 190.16 443.72 443.72 19.19 19.19 7,115.21
		02 POOL	518100096702						
		03 MAINT	101500096702						
		04 MAINT	504100096702						
		05 CART BLDG	504000096702						
		06 CLUBHOUSE	303000096702						
		07 PROSHOP	504000096702						
		08 ADMIN	101000096702						
		09 ADMIN	201000096702						
		10 ELECTRONIC SIGN	101000096702						
		11 ELECTRONIC SIGN	201000096702						
		12 COMM CTR	207500096702						
							VENDOR TOTAL:		9,295.28
	063023	01 BOYNTON PARK	101500096702	06/30/23		66192	07/07/23	107.47	107.47 14.25 40.26 19.48 33.48
		02 KIWANIS PARK	101500096702						
		03 EMIL CASSIER PARK	101500096702						
		04 SOCCER COMPLEX	202100096702						

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VENDOR # INVOICE # ITEM DESCRIPTION ACCOUNT NUMBER INV. DATE P.O. NUM CHECK # CHK DATE CHECK AMT INVOICE AMT/ ITEM AMT

070523		01 FOUNDERS PARK	101500096702	07/05/23		66213	07/11/23	1,171.08	1,171.08
		02 OLD MILL	101500096702						19.58
		03 SYCAMORE LAKE	101500096702						24.71
		04 GOOD TYMES SHELTER	101500096702						25.80
		05 WETAEL PARK	101500096702						25.20
		06 ENTRY PARK	101500096702						41.01
		07 MAIN BLDG	101500096702						23.13
		08 MAIN BLDG	504100096702						281.36
		09 SPORTS COMPLEX	202100096702						281.36
									448.93

VENDOR TOTAL: 10,573.83

CONS	CONSERV FS								
121020879		01 DIESEL -= GOLF	504100076515	06/09/23		66166	06/30/23	3,969.47	1,413.96
		02 DIESEL - PARKS	101500076515						550.69
		03 DIESEL - SC	202100076515						609.38

121020880		01 GASOLINE - GOLF	504100076515	06/09/23		66166	06/30/23	3,969.47	911.42
		02 GASOLINE -PARKS	101500076515						236.24
		03 GASOLINE -SC	202100076515						109.28
		04 GASOLINE -TRUCKS	101500076515						100.27

121020976		01 GASOLINE - GOLF	504100076515	06/27/23		66166	06/30/23	3,969.47	1,006.96
		02 GASOLINE - PARKS	101500076515						601.70
		03 GASOLINE - SC	202100076515						178.13

121020977		01 DIESEL - GOLF	504100076515	06/27/23		66166	06/30/23	3,969.47	637.13
		02 DIESEL - PARKS	101500076515						349.20
		03 DIESEL - SC	202100076515						223.46

121021026		01 GASOLINE - GOLF	504100076515	07/06/23		66221	07/13/23	2,976.95	817.50
		02 GASOLINE - PARKS	101500076515						74.98
		03 GASOLINE - SC	202100076515						151.34
		04 GASOLINE - TRUCKS	101500076515						49.38

121021027		01 DIESEL - GOLF	504100076515	07/06/23		66221	07/13/23	2,976.95	424.37
									424.37
121021028		01 DIESEL - OLD SHOP TANK 3	504100076515	07/06/23		66221	07/13/23	2,976.95	425.78
									425.78

SYCAMORE PARK DISTRICT
 PAID INVOICE LISTING

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VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	121021029	01 GASOLINE -OLD SHOP - TANK 4	504000076515	07/06/23		66221	07/13/23	2,976.95	1,309.30
									1,309.30
	40019585	01 BALLFIELD CHALK	202100076523	06/19/23		66193	07/07/23	161.25	161.25
									161.25
DEKA		DEKALB LAWN & EQUIPMENT CO.					VENDOR TOTAL:		7,107.67
	91496	01 GUIDE BAR, CHAINSAW CHAINS	101500066402	06/30/23	00006370	66222	07/13/23	88.98	88.98
									88.98
DEKAM		DEKALB MECHANICAL INC					VENDOR TOTAL:		88.98
	85365	01 CC-MAINT&SERV REPAIR-HVAC	207500056300	06/20/23		66194	07/07/23	3,326.40	1,147.50
									1,147.50
	85447	01 DAIKER CORP-REPAIR CC HVAC	207500056300	06/20/23		66194	07/07/23	3,326.40	2,178.90
									2,178.90
DOGWASTE		DOG WASTE DEPOT					VENDOR TOTAL:		3,326.40
	554744	01 DOG PARK BAGS	101500076540	06/20/23		66167	06/30/23	121.35	121.35
									121.35
ENGIN		ENGINEERING RESOURCE ASSOC					VENDOR TOTAL:		121.35
	140313F2.03	01 RIVERSIDE ADDTL PARKING	711000207037	02/23/23		66235	07/17/23	1,740.00	540.00
									540.00
	D-93-032-22-08	01 GWT - SEG 2	711000207039	05/16/23		66157	06/27/23	11,804.99	11,804.99
									11,804.99
	W2125500.13	01 BRIDGE REPLACEMENT	101000036125	04/29/23		66235	07/17/23	1,740.00	1,200.00
									1,200.00
EUCL		EUCLID BEVERAGE LTD.					VENDOR TOTAL:		13,544.99
	W-3130546	01 BLUE MOON	303000086634	06/30/23		66214	07/11/23	630.95	630.95
		02 COORS LIGHT	303000086634						65.80
		03 MILLER LITE	303000086634						230.40
		04 MILLER HIGH LIFE	303000086634						230.40
									32.40

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	W-3130546			06/30/23		66214	07/11/23	630.95	630.95
		05 ANTI HERO	303000086634		00006368				33.95
		06 FIST CITY	303000086634		00006368				30.00
		07 DELIVERY	303000086634		00006368				8.00
FOX1		FOX VALLEY FIRE & SAFETY					VENDOR TOTAL:		630.95
	IN00606066			06/07/23		66168	06/30/23	165.00	165.00
		01 FIRE ALARM MON- MAINT	101500056300						165.00
	IN00611321			07/03/23		66195	07/07/23	100.00	50.00
		01 FIRE EXT SERVICE-OLD SHOP	504100066401						50.00
	IN00611322			07/03/23		66195	07/07/23	100.00	50.00
		01 FIRE EXT SERVICE - CONC	303300056300						50.00
FRONTIER		FRONTIER					VENDOR TOTAL:		265.00
	4818-062223			06/22/23		66196	07/07/23	201.20	201.20
		01 MAINT	101500096700						100.60
		02 MAINT	202100096700						100.60
HAWK		HAWKINS INC					VENDOR TOTAL:		201.20
	6501327			06/16/23		66169	06/30/23	370.15	370.15
		01 SPLASH PAD CHEM	518100076550						370.15
HORN		HORNUNG'S PRO GOLF SALES INC.					VENDOR TOTAL:		370.15
	531712			06/27/23		66197	07/07/23	109.68	84.47
		01 GP TOUR WRAP 2G UNDERSIZE	501000001303		00006344				73.44
		02 SHIPPING INV 531712	501000001303		00006344				12.49
		03 DISC INV 531712	501000001303		00006344				-1.46
	531783			06/28/23		66197	07/07/23	109.68	25.21
		01 SUPERSTROKE TOUR 3.0 PUTTER	501000001303		00006345				19.65
		02 SHIPPING INV 531783	501000001303		00006345				5.95
		03 DISC INV 531783	501000001303		00006345				-0.39
HORSEMAN		HORSEMANSHIP FOR LIFE					VENDOR TOTAL:		109.68
	00161			07/03/23		66208	07/10/23	562.50	562.50
		01 INSTRUCTION FEES	205011006128						562.50

SYCAMORE PARK DISTRICT
PAID INVOICE LISTING

DATE: 07/18/2023
TIME: 14:38:19
ID: AP450000.WOW

FROM 06/22/2023 TO 07/17/2023

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P. O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
INTERS		INTERSTATE BATTERIES ROCKFORD						VENDOR TOTAL:	562.50
	500518814	01 GOLF CART BATTERY	504000066409	06/30/23	00006376	66223	07/13/23	106.95	106.95
								VENDOR TOTAL:	106.95
JOEBERO		JOE BERO PLUMBING INC							
	WO-1286	01 FOUNTAIN REPAIRS - OLD MILL PA 02 WELL REPAIRS - SOCCER COMPLEX	101500056307 202100066401	06/13/23		66198	07/07/23	555.00	555.00 350.00 205.00
								VENDOR TOTAL:	555.00
KISH		KISHWAUKEE SPECIAL RECREATION							
	2023-2	01 2023 CONTRIBUTION	221000116855	06/22/23		66158	06/27/23	51,706.58	51,706.58 51,706.58
								VENDOR TOTAL:	51,706.58
LOWE		LOWE'S							
	903258-LEXJUV	01 WOOD FOR PARKS REPAIRS	101500066404	06/19/23	00006341	66199	07/07/23	181.56	26.59 26.59
	903496-LEFWS	01 MINI FRIDGE, SHOP, SHEARS	101500066401	06/14/23	00006325	66199	07/07/23	181.56	154.97 154.97
								VENDOR TOTAL:	181.56
MARS		M.A.R.S., INC.							
	580782	01 SPORTS CART STARTER REBUILD	202100066402	06/28/23		66170	06/30/23	134.00	134.00 134.00
								VENDOR TOTAL:	134.00
MARTINCO		MARTIN & COMPANY EXCAVATING							
	2022-8715-3	01 BRIDGE AT 10	701000207005	06/28/23		66160	06/28/23	43,155.00	43,155.00 43,155.00
								VENDOR TOTAL:	43,155.00
MEL		MELIN'S LOCK & KEY							
	26331	01 KEYS	207500076500	06/27/23	00006348	66171	06/30/23	28.50	28.50 28.50

FROM 06/22/2023 TO 07/17/2023

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
MENA		MENARDS - SYCAMORE							28.50
	62702	01 NUTS, BOLTS, U BOLTS	101500076511	06/13/23	00006326	66172	06/30/23	368.05	52.10 52.10
	92780	01 POT HOLE PATCH	101500066406	06/14/23	00006323	66172	06/30/23	368.05	47.88 47.88
	92787	01 SAW, SHRUBS	101500076502	06/14/23	00006324	66172	06/30/23	368.05	101.39 101.39
	92938	01 BBQ BRUSH	201000076500	06/16/23		66172	06/30/23	368.05	8.99 8.99
	93234	01 SHOP DUCT TAPE, STAFF SUN BLK	101500076500	06/21/23	00006342	66172	06/30/23	368.05	31.44 31.44
	93351	01 TREATED WOOD PARKS REPAIRS	101500066404	06/22/23	00006340	66172	06/30/23	368.05	66.49 66.49
	93466	01 LP TANK EXCHANGE	303300066401	06/24/23		66172	06/30/23	368.05	59.76 59.76
	93665	01 WOOD, ETC TO REBUILD WEST GATE	101500056300	06/27/23		66200	07/07/23	688.06	493.48 493.48
	93758	01 COMMUNITY CENTER JANITORIAL 02 CLUB HOUSE JANITORIAL	207500076510 303000076510	06/28/23	00006349 00006349	66200	07/07/23	688.06	97.90 62.93 34.97
	93768	01 REPAIR PIPE FOR CART	504000066409	06/28/23		66200	07/07/23	688.06	14.77 14.77
	93771	01 FERTIZIER SEALE 02 GAUGE-SOCCER FIELDS	504100076506 202100066404	06/28/23		66200	07/07/23	688.06	40.98 33.99 6.99
	93918	01 PROGRAM SUPPLIES	207500046216	06/30/23	00006350	66200	07/07/23	688.06	40.93 40.93
	94303	01 PEA GRAVEL DOG PARK	101500066404	07/06/23	00006374	66224	07/13/23	206.34	5.58 5.58
	94371	01 PAINT SUPPLIES GATES	101500066404	07/07/23	00006372	66224	07/13/23	206.34	200.76 200.76

VENDOR TOTAL:

FROM 06/22/2023 TO 07/17/2023

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
MID-WEST		MID-WEST FAMILY BROADCASTING						VENDOR TOTAL:	1,262.45
	IN-123063522	01 RADIO ADS - SIP N SAVOR	101200046209	06/30/23	00006356	66201	07/07/23	687.50	68.75
									68.75
	IN-123063523	01 RADIO ADS - CONCERTS	101200046209	06/30/23	00006355	66201	07/07/23	687.50	165.00
									165.00
	IN-123063525	01 RADIO ADS - CONCERTS	101200046209	06/30/23	00006354	66201	07/07/23	687.50	165.00
									165.00
	IN-123063526	01 RADIO ADS - CONCERTS	101200046209	06/30/23	00006351	66201	07/07/23	687.50	165.00
									135.00
									30.00
	IN-123063528	01 RADIO ADS - MOVIE	101200046209	06/30/23	00006353	66201	07/07/23	687.50	82.50
									82.50
	IN-123063529	01 RADIO ADS - CONCERTS	101200046209	06/30/23	00006352	66201	07/07/23	687.50	41.25
									41.25
NEWV		NEW VALUES MAGAZINE						VENDOR TOTAL:	687.50
	5235	01 NEW VALUES AD	101200046208	06/15/23	00006336	66173	06/30/23	450.00	450.00
NICOR		NICOR GAS						VENDOR TOTAL:	450.00
	062923	01 MAINT BLDG	101500096703	06/29/23		66202	07/07/23	513.97	513.97
		02 MAINT BLDG	504100096703						115.32
		03 UPSTAIRS OFFICE	101000096703						115.33
		04 PUM P HOUSE	504100096703						51.60
		05 AIRPORT RD PROPERTY	207500096703						52.13
									179.59
PEPSI		PEPSI COLA GEN. BOT.						VENDOR TOTAL:	513.97
	48853207	01 20 OZ BOTL POP	303000086631	06/22/23	00006369	66215	07/11/23	1,738.19	1,738.19
		02 5 GAL BIB	303000086630		00006369				966.24
		03 3 GAL BIB	303000086630		00006369				187.50
		04 5 GAL BIB	303300086630		00006369				234.72
		05 3 GAL BIB	303300086630		00006369				93.75
									58.68

SYCAMORE PARK DISTRICT
 PAID INVOICE LISTING

FROM 06/22/2023 TO 07/17/2023

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT	
48853207		06 CO 2 TANK	303300086630	06/22/23	00006369	66215	07/11/23	1,738.19	1,738.19	
		07 BOTTLE WATER	303000086631		00006369				35.50	
									161.80	
		VENDOR TOTAL:								1,738.19
7293401		01 POPCORN & OIL	303300086621	06/01/23		66175	06/30/23	2,778.38	1,759.37	
		02 JALAPENOS	303000086629						171.30	
		03 JALAPENOS	303300086629						19.56	
		04 CHIPS	303000086622						19.57	
		05 NACHO TRAYS	303300086620						1,048.07	
		06 NACHO CHIPS	303300086620						49.54	
		07 SOUR CREAM	303000086629						127.61	
		08 AMERICAN CHEESE	303000086613						37.99	
		09 SHREADED CHEESE	303000086629						48.78	
		10 BURGERS	303000086613						56.23	
									180.72	
7305880		01 NACHO CHEESE	303300086620	06/15/23		66175	06/30/23	2,778.38	1,019.01	
		02 NACHO CHIPS	303300086620						322.42	
		03 SOUR CREAM	303000086629						102.38	
		04 SLICED CHEESE	303000086613						76.20	
		05 TATER TOTS	303000086617						47.22	
		06 CHEESE CURDS	303000086617						69.45	
		07 MOZZ STICKS	303000086617						52.36	
		08 ONION RINGS	303000086617						65.65	
		09 CHICKEN HOT & SPICY	303000086616						93.11	
		10 PRETZELS	303300086619						38.09	
									152.13	
7312044		01 HAMBURGERS	303000086613	06/22/23	00006367	66210	07/10/23	2,103.68	1,002.56	
		02 DELIVERY	303000076500		00006367				999.24	
									3.32	
7312045		01 KETCHUP	303300086629	06/22/23	00006366	66210	07/10/23	2,103.68	1,101.12	
		02 MUSTARD	303300086629		00006366				28.00	
		03 NACHO CHEESE	303300086620		00006366				17.82	
		04 TORTILLA CHIPS	303300086620		00006366				160.10	
		05 SOFT PRETZELS	303300086619		00006366				76.26	
		06 KETCHUP	303000086629		00006366				188.85	
		07 MUSTARD	303000086629		00006366				13.99	
		08 CHIPS	303000086622		00006366				17.82	
		09 HOT DOGS	303000086615		00006366				120.45	
		10 MASHED POTATOES/BAKE BEANS	303500086640		00006366				301.50	
		11 COUPON	303000086615		00006366				184.65	
		12 DELIVERY	303000076500		00006366				-12.00	
									3.68	

SYCAMORE PARK DISTRICT
 PAID INVOICE LISTING

FROM 06/22/2023 TO 07/17/2023

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
PIRTEK	PIRTEK ROCKFORD								4,882.06
	RF-T00003733		101500066403	06/26/23		66176	06/30/23	201.43	201.43
	01 HYDR HOSE - TORO MOWER								201.43
PLAY	PLAYERS GOLF CARS								201.43
	24874	01 CART RENTALS 6-16	504000036126	06/19/23		66177	06/30/23	1,080.00	1,080.00
	24894	01 CART RNETALS - 6-23-23	504000036126	06/28/23		66225	07/13/23	540.00	540.00
PRIN	PRINCIPAL LIFE INS GROUP								1,620.00
	JULY 2023								
	01 DENTAL INS PREM		101000106801	07/07/23		66203	07/07/23	1,599.90	1,599.90
	02 DENTAL INS PREM		101500106801						349.47
	03 DENTAL INS PREM		504100106801						126.44
	04 DENTAL INS PREM		504000106801						139.99
	05 DENTAL INS PREM		201000106801						70.32
	06 DENTAL INS PREM		202100106801						392.12
	07 DENTAL INS PREM		207500106801						332.67
	08 DENTAL INS PREM		303000106801						162.84
									26.05
PROVIDEN	PROVIDENT DIRECT								1,599.90
	25192	01 CHAMBER MAILING/POST	101200046203	06/21/23	00006346	66178	06/30/23	562.24	562.24
REIN	REINDERS, INC.								562.24
	6034901-00	01 WATER PUMP BELT	202100066402	06/21/23		66179	06/30/23	34.04	34.04
	6035776-00	01 MOWER DECK BELTS - TORO	101500066403	07/06/23		66226	07/13/23	150.03	150.03
									150.03
									184.07

FROM 06/22/2023 TO 07/17/2023

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
REVELS	REVELS TURF & TRACTOR, LLC								
264349	01 HITCH	202100066402	06/19/23		66180	06/30/23	618.52	130.60	130.60
264525	01 FRAME - FIELD RAKE	202100066402	06/20/23		66180	06/30/23	618.52	487.92	487.92
							VENDOR TOTAL:	618.52	
RICHM	RICHMOND FISHERIES								
4-29-23	01 FISH STOCKING - LAKE SYCAMORE	101500076503	04/29/23		66181	06/30/23	900.00	900.00	900.00
							VENDOR TOTAL:	900.00	
RINGCEN	RINGCENTRAL INC.								
CD_000609420	01 TELEPHONE	101000096700	06/21/23		66182	06/30/23	971.73	971.73	971.73
	02 TELEPHONE	201000096700						485.86	485.87
							VENDOR TOTAL:	971.73	
ROCHNEW	THE ROCHELLE NEWS-LEADER								
INV242069	01 SUMMER SIZZLER TAB	101200046208	06/07/23		66227	07/13/23	349.00	149.00	149.00
INV242070	01 COLOR CHARGE	101200046208	06/07/23		66227	07/13/23	349.00	50.00	50.00
INV244344	01 BRIDAL GUIDE	101200046208	06/18/23		66227	07/13/23	349.00	150.00	150.00
							VENDOR TOTAL:	349.00	
SCHOA	SCHOABERGER BROS.								
6-22	01 BEER ORDER	303000086634	06/22/23		66156	06/22/23	102.50	102.50	102.50
	01 BEER						VENDOR TOTAL:	102.50	
SHAW	SHAW SUBURBAN MEDIA								
052310027030	01 TEACHERS	101200046208	05/30/23		66228	07/13/23	2,029.01	817.74	817.74
	02 DIGITAL DISPLAY	101200046209						370.80	370.80
	03 RESTON PONDS BID AD	101000046203						73.47	73.47
	04 RESTON PONDS BID AD	201000046203						73.47	73.47

FROM 06/22/2023 TO 07/17/2023

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	062310027030			06/30/23		66228	07/13/23	2,029.01	1,211.27
	01	WEDDING AND TEACHERS ADS	101200046208		00006381				911.27
	02	DIGITAL/PRINT ADS	101200046209		00006381				300.00
								VENDOR TOTAL:	2,029.01
SITE ONE									
	131954034-001			06/30/23		66204	07/07/23	200.00	200.00
	01	FUNGICIDE GREENS	504100076507						200.00
SOLI									
		SOLITUDE LAKE MANAGEMENT INC						VENDOR TOTAL:	200.00
	PSI-77413			05/17/23		66229	07/13/23	2,550.00	930.00
	01	OLD MILL POND - MAY	101500076504						930.00
	PSI-90471			07/01/23		66229	07/13/23	2,550.00	930.00
	01	OLD MILL POND - JULY	101500076504						930.00
	PSI-95340			07/02/23		66229	07/13/23	2,550.00	690.00
	01	KRPN POND - JULY	101500076504						690.00
STAPLES								VENDOR TOTAL:	2,550.00
		STAPLES BUSINESS ADVANTAGE							
	3540661401			06/17/23		66183	06/30/23	214.91	38.30
	01	MARKERS	201000046200						10.11
	02	BOWL CLEANER - CC	207500076510						28.19
	3540661402			06/17/23		66183	06/30/23	214.91	69.65
	01	PAPER - ENVELOPES	101000046200						34.82
	02	PAPER - ENVELOPES	201000046200						34.83
	3541049980			06/24/23		66183	06/30/23	214.91	106.96
	01	TOILET PAPER - CC	207500076510						106.96
T0000024								VENDOR TOTAL:	214.91
		DOBBERSTEIN, MELISSA							
	TIP IJGA TOURN			07/10/23		66211	07/10/23	172.00	172.00
	01	TIP-7/6 IJGA TOURN	303000003090						172.00
T0001644								VENDOR TOTAL:	172.00
		LAKE-ROGMAN, JENNI							
	REIMB - ART CAMP SUPPLIES			07/11/23		66216	07/11/23	25.76	25.76
	01	REIMB-ART CAMP SUPPLIES	205011506216						25.76

DATE: 07/18/2023
 TIME: 14:38:19
 ID: AP450000.WOW

SYCAMORE PARK DISTRICT
 PAID INVOICE LISTING

FROM 06/22/2023 TO 07/17/2023

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
T0001781	ALDRICH, CARRIE								25.76
	REFUND	01 CLASS REFUND	201000002150	06/27/23		66159	06/27/23	95.00	95.00
									95.00
T0001782	MURRAY, NATALIE								95.00
	REFUND	01 CLASS REFUND	201000002150	06/28/23		66161	06/28/23	170.00	170.00
									170.00
T0001783	UNGER, LLOYD								170.00
	REFUND	01 CLASS REFUND	201000002150	07/07/23		66205	07/07/23	166.66	166.66
									166.66
T0001784	NOLAN, TIFFANY								166.66
	REFUND	01 CLASS REFUND	201000002150	07/07/23		66206	07/07/23	48.00	48.00
									48.00
T0001785	HOFER, ALLIE								48.00
	REFUND	01 CLASS REFUND	201000002150	07/11/23		66217	07/11/23	116.00	116.00
									116.00
T0001786	DETWILER, TIM								116.00
	CLASS REFUND	01 CLASS REFUND	201000002150	07/11/23		66218	07/11/23	85.00	85.00
									85.00
T0001787	MINER, CAROLYN								85.00
	REFUND	01 CLASS REFUND	201000002150	07/13/23		66230	07/13/23	56.00	56.00
									56.00
T0001788	PURDOM, SUSAN								56.00
	REFUND	01 CLASS REFUND	201000002150	07/13/23		66231	07/13/23	112.00	112.00
									112.00

SYCAMORE PARK DISTRICT
 PAID INVOICE LISTING

FROM 06/22/2023 TO 07/17/2023

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
TYLER	TYLER ENTERPRISES							VENDOR TOTAL:	112.00
65309	01 GOLF FAIRWAY FUNGICIDES	504100076507	06/21/23	00006321	66184	06/30/23	1,225.00	1,225.00	1,225.00
65383	01 GOLF INSECTICIDE	504100076507	06/29/23		66207	07/07/23	139.00	139.00	139.00
							VENDOR TOTAL:	1,364.00	
VERIZON	VERIZON								
9937352768	01 DATA PLAN TABLETS	504100096700	06/15/23		66219	07/11/23	108.03	108.03	36.01
	02 DATA PLAN TABLETS	303000096700							72.02
	WAREHOUSE DIRECT BUSINESS							VENDOR TOTAL:	108.03
5520877.0	01 CAN LINERS	207500076510	06/23/23		66185	06/30/23	109.51	109.51	109.51
5529865-0	01 MULTI FOLD TOWELS - CC	207500076510	07/11/23		66232	07/13/23	103.96	103.96	51.98
	02 MULTI FOLD TOWELS - CH	303000076510							51.98
	WASTE MANAGEMENT							VENDOR TOTAL:	213.47
3709695-2011-0	01 20 YARD CONTAINER - STORM TOUR	202100056302	07/03/23		66233	07/13/23	601.50	601.50	601.50
3709825-2011-3	01 REFUSE - ADMIN	101000056302	07/06/23		66234	07/13/23	769.91	769.91	75.05
	02 REFUSE - CH	303000056302							75.05
	03 REFUSE - ADMIN	101000056302							8.50
	04 REFUSE -OLD SHOP	504100056302							71.37
	05 REFUSE -SPORTS COMPLEX	202100056302							108.96
	06 REFUSE -PARKS	101500056302							108.97
	07 REFUSE -POOL	518100056302							56.32
	08 REFUSE -PICNIC	101500056302							68.89
	09 REFUSE -CC	207500056302							196.80
							VENDOR TOTAL:	1,371.41	
							TOTAL --- ALL INVOICES:	161,841.21	

New

INVOICES DUE ON/BEFORE 07/19/2023

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
ACUSHNET ACUSHNET COMPANY								
0000182646	06/14/23	01	CREDIT-OVERPMT INV915873306	501000001300			07/19/23	-456.00
							INVOICE TOTAL:	-456.00
916115281	07/11/23	01	PRO-V1 DOZEN	501000001300	00006078		07/19/23	498.00
		02	PRO-V1x DOZEN	501000001300	00006078			498.00
		03	VELOCITY DOZEN	501000001300	00006078			540.00
		04	TRUFEEL DOZEN	501000001300	00006078			228.00
		05	SHIPPING INV 916115281	501000001300	00006078			51.73
		06	DISC INV 916115281	501000001300	00006078			-35.28
							INVOICE TOTAL:	1,780.45
916115282	07/11/23	01	PINNACLE RUSH WHITE 15 BALL	501000001300	00006078		07/19/23	288.00
		02	PINNACLE RUSH YELLOW 15 BALL	501000001300	00006078			144.00
		03	PINNACLE SOFT 15 BALL	501000001300	00006078			144.00
		04	SHIPPING INV 916115282	501000001300	00006078			53.82
							INVOICE TOTAL:	629.82
916128588	07/12/23	01	PINNACLE EXCEPTION BULK LOGO	501000001300	00006388		07/19/23	287.50
		02	SHIPPING INV 916128588	501000001300	00006388			24.70
		03	DISC INV 916128588	501000001300	00006388			-5.75
							INVOICE TOTAL:	306.45
916135833	07/13/23	01	TOUR SOFT DOZEN	501000001300	00006078		07/19/23	330.00
		02	VELOCITY JAR BALL REFILL	501000001300	00006078			129.00
		03	SHIPPING INV 916135833	501000001300	00006078			21.27
		04	DISC INV 916135833	501000001300	00006078			-9.18
							INVOICE TOTAL:	471.09
							VENDOR TOTAL:	2,731.81
ALARMDET ALARM DETECTION SYSTEMS, INC								
219337-1011	06/11/23	01	CH ALARM - 3RD QTR	1010000056300			07/19/23	162.14
		02	CH ALARM - 3RD QTR	2010000056300				162.13
							INVOICE TOTAL:	324.27
							VENDOR TOTAL:	324.27

DATE: 07/19/23
 TIME: 12:58:29
 ID: AP441000.WOW

SYCAMORE PARK DISTRICT
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 07/19/2023

INVOICE #	INVOICE DATE	INVOICE ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
ALLST	ALL STAR PRO GOLF							
INV33675	07/14/23	01	400 BLACK WIDOW SPIKES	501000001306	00006389		07/19/23	185.00
		02	SHIPPING INV INV33675	501000001306	00006389			17.40
							INVOICE TOTAL:	202.40
							VENDOR TOTAL:	202.40
ANCEL	ANCEL GLINK, P.C.							
97827	07/11/23	01	CORPORATE MATTERS	101000036120			07/19/23	2,520.91
							INVOICE TOTAL:	2,520.91
							VENDOR TOTAL:	2,520.91
BURRI	BURRI EQUIPMENT CO.							
PS3012548-1	05/30/23	01	CONTROL PART=JAKE ROUGH MOWER	101500066403			07/19/23	294.20
		02	CONTROL PART=JAKE ROUGH MOWER	202100066403				294.20
		03	CONTROL PART=JAKE ROUGH MOWER	504100066403				294.21
							INVOICE TOTAL:	882.61
							VENDOR TOTAL:	882.61
CEDAR	CEDAR RAPIDS TIRE							
918665	07/13/23	01	TIRS FOR CARTS/MOWER	101500066403			07/19/23	244.08
							INVOICE TOTAL:	244.08
							VENDOR TOTAL:	244.08
CINTA	CINTAS CORPORATION #355							
4159525278	06/23/23	01	RAG & RUG SERVICE	101500056301			07/19/23	11.70
		02	RAG & RUG SERVICE	504100056301				11.69
		03	RAG & RUG SERVICE	201000056301				4.09
		04	RAG & RUG SERVICE	101000056301				4.10
							INVOICE TOTAL:	31.58
4159525318	06/23/23	01	RAG & RUG SERVICE	207500056301			07/19/23	43.41
							INVOICE TOTAL:	43.41

INVOICES DUE ON/BEFORE 07/19/2023

INVOICE #	INVOICE DATE	INVOICE ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
4159525423	06/23/23	01	RAG & RUG SERVICE	201000056301			07/19/23	18.70
							INVOICE TOTAL:	18.70
4160240978	06/30/23	01	RAG & RUG SERVICE	101500056301			07/19/23	11.70
		02	RAG & RUG SERVICE	504100056301				11.69
		03	RAG & RUG SERVICE	201000056301				4.09
		04	RAG & RUG SERVICE	101000056301				4.10
							INVOICE TOTAL:	31.58
4160240984	06/30/23	01	RAG & RUG SERVICE	207500056301			07/19/23	43.41
							INVOICE TOTAL:	43.41
4160241010	06/30/23	01	RAG & RUG SERVICE	201000056301			07/19/23	18.70
							INVOICE TOTAL:	18.70
4160929469	07/07/23	01	RAG & RUG SERVICE	101500056301			07/19/23	11.70
		02	RAG & RUG SERVICE	504100056301				11.69
		03	RAG & RUG SERVICE	201000056301				4.09
		04	RAG & RUG SERVICE	101000056301				4.10
							INVOICE TOTAL:	31.58
4160929489	07/07/23	01	RAG & RUG SERVICE	207500056301			07/19/23	43.41
							INVOICE TOTAL:	43.41
4160929525	07/07/23	01	RAG & RUG SERVICE	201000056301			07/19/23	18.70
							INVOICE TOTAL:	18.70
4161604969	07/14/23	01	RAG & RUG SERVICE	201000056301			07/19/23	18.70
							INVOICE TOTAL:	18.70
4161604978	07/14/23	01	RAG & RUG SERVICE	101500056301			07/19/23	11.70
		02	RAG & RUG SERVICE	504100056301				11.69
		03	RAG & RUG SERVICE	201000056301				4.09
		04	RAG & RUG SERVICE	101000056301				4.10
							INVOICE TOTAL:	31.58

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SYCAMORE PARK DISTRICT
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 07/19/2023

INVOICE #	INVOICE DATE	INVOICE ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
CINTA	CINTAS CORPORATION #355							
4161605015	07/14/23	01	RAG & RUG SERVICE	2075000056301			07/19/23	43.41
							INVOICE TOTAL:	43.41
							VENDOR TOTAL:	374.76
CINTA2	CINTAS CORP							
8406330497	07/07/23	01	1ST AID STOCK - MAINT	101500076513			07/19/23	40.01
		02	1ST AID STOCK - MAINT	202100076513				40.02
		03	1ST AID STOCK - CH	101500076513				25.94
		04	1ST AID STOCK - CH	202100076513				25.94
		05	SC - MAINT	101500076513				3.00
		06	SC - MAINT	202100076513				3.01
							INVOICE TOTAL:	137.92
							VENDOR TOTAL:	137.92
COMCA	COMCAST							
0468024-0723	07/10/23	01	INTERNET	101000096706			07/19/23	122.68
		02	INTERNET	201000096706				122.68
		03	CABLE	207500096705				377.25
							INVOICE TOTAL:	622.61
							VENDOR TOTAL:	622.61
ECO	ECOWATER SYSTEMS, INC.							
130856-0723	07/06/23	01	SALT	101000056300			07/19/23	27.85
		02	SALT	201000056300				27.85
							INVOICE TOTAL:	55.70
							VENDOR TOTAL:	55.70
ENGIN	ENGINEERING RESOURCE ASSOC							
160910LA.04	06/30/23	01	GWT - ROW ACQUISITION	7110000207039			07/19/23	6,750.00
							INVOICE TOTAL:	6,750.00
							VENDOR TOTAL:	6,750.00

INVOICES DUE ON/BEFORE 07/19/2023

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
388287	06/19/23	01	GOLF BUNKER SAND	504100076509			07/19/23	725.90
							INVOICE TOTAL:	725.90
							VENDOR TOTAL:	725.90
FRONTIER FRONTIER								
0670-070723	07/07/23	01	ADMIN	101000096700			07/19/23	298.00
		02	ADMIN	201000096700				298.00
							INVOICE TOTAL:	596.00
							VENDOR TOTAL:	596.00
GORDH GORDON HARDWARE								
930445	07/14/23	01	FASTENERS - GOLF CART	101500076511			07/19/23	1.79
							INVOICE TOTAL:	1.79
							VENDOR TOTAL:	1.79
GROUPPL GROUP PLAN SOLUTIONS								
3390	06/26/23	01	FSA - JULY	101000106801			07/19/23	30.25
		02	FSA - JULY	201000106801				30.25
							INVOICE TOTAL:	60.50
							VENDOR TOTAL:	60.50
MIDWSTIR MIDWEST IRRIGATION LLC								
31833	06/20/23	01	IRRIGATION SYS SPRING START UP	504100076505			07/19/23	556.00
							INVOICE TOTAL:	556.00
							VENDOR TOTAL:	556.00
MRROUT MR OUTHUSE, INC								
6476	05/19/23	01	PORT-O-POTS - GOLF - MAY	504100056309			07/19/23	330.00
		02	PORT-O-POTS - PARKS - MAY	101500056309				330.00
								1,065.00

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SYCAMORE PARK DISTRICT
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 07/19/2023

INVOICE #	INVOICE DATE	INVOICE ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
MROUT	MR OUTHUSE, INC							
6476	05/19/23	03	PORT-O-POTS -SPORTSMAY	202100056309			07/19/23	1,065.00
							INVOICE TOTAL:	2,460.00
6634	06/16/23	01	PORT-O-POTS - GOLF JUNE	504100056309			07/19/23	330.00
		02	PORT-O-POTS - PARKS JUNE	101500056309				935.00
		03	PORT-O-POTS - SPORTS JUNE	202100056309				1,195.00
							INVOICE TOTAL:	2,460.00
							VENDOR TOTAL:	4,920.00
NICOR	NICOR GAS							
070323	07/03/23	01	POOL	518100096703			07/19/23	165.82
		02	ADMIN	101000096703				34.55
		03	ADMIN	201000096703				34.54
		04	PRO SHOP	504000096703				14.81
		05	CLUBHOUSE	303000096703				14.81
							INVOICE TOTAL:	264.53
							VENDOR TOTAL:	264.53
PARTYDIR	PARTY DIRECT INC							
5894	06/15/23	01	TSHIRTS-BIRTHDAY PACKAGES	205011956216			07/19/23	1,135.00
							INVOICE TOTAL:	1,135.00
							VENDOR TOTAL:	1,135.00
PDRMA	PDRMA							
FH23191	06/30/23	01	WORKERS COMP	231000106805			07/19/23	13,226.82
		02	GENERAL LIABILITY	231000106806				18,095.82
							INVOICE TOTAL:	31,322.64
JUNE 2023	HEALTH							
		01	HEALTH INS PREM	101000106801			07/19/23	5,420.64
		02	HEALTH INS PREM	101500106801				2,330.08
		03	HEALTH INS PREM	504100106801				2,727.93

INVOICES DUE ON/BEFORE 07/19/2023

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
PDRMA								
JUNE 2023 HEALTH	06/30/23	04	HEALTH INS PREM	504000106801			07/19/23	1,376.94
		05	HEALTH INS PREM	201000106801				6,234.03
		06	HEALTH INS PREM	202100106801				5,946.00
		07	HEALTH INS PREM	207500106801				841.03
		08	HEALTH INS PREM	303000106801				504.98
								INVOICE TOTAL: 25,381.63
								VENDOR TOTAL: 56,704.27
PEPSI								
38664861	07/05/23	01	20 OZ BTL POP	303000086631			07/19/23	29.28
		02	BTL WATER	303000086631				242.70
		03	3 GAL BIB	303300086630				58.68
		04	3 GAL BIB	303000086630				58.68
								INVOICE TOTAL: 389.34
								VENDOR TOTAL: 389.34
PERFOR								
7323836	07/06/23	01	GRILL BUTTER	303000086613			07/19/23	59.48
		02	HAMBURGER BUNS	303000086613				36.84
		03	FRENCH FRIES	303000086617				32.96
		04	HOT DOGS	303000086615				753.75
		05	BRATS	303000086615				151.17
		06	POPCORN CHICKEN	303000086616				68.82
		07	POPCORN OIL	303300086621				70.02
		08	NAPKINS	303300076550				79.88
		09	NAPKINS	303000076550				79.88
		10	DELIVERY	303300086621				7.00
		11	COUPON-HOT DOGS	303000086615				-30.00
								INVOICE TOTAL: 1,309.80
								VENDOR TOTAL: 1,309.80

PRIOPRO PRIORITY PRODUCTS INC

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SYCAMORE PARK DISTRICT
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 07/19/2023

INVOICE #	INVOICE DATE	INVOICE ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
PRIOPRO PRIORITY PRODUCTS INC								
991314	06/29/23	01	SHOP CABLE TIES	101500066401			07/19/23	102.44
							INVOICE TOTAL:	102.44
							VENDOR TOTAL:	102.44
REIN REINDERS, INC.								
1943194-00	07/17/23	01	SURGE PROTECTORS- IRRIG SYSTEM	504100076505			07/19/23	83.53
							INVOICE TOTAL:	83.53
2098903-00	07/17/23	01	IRRIGATION REPAIRS	504100076505			07/19/23	210.00
							INVOICE TOTAL:	210.00
6036256-00	07/17/23	01	TORO MOWER PARTS	101500066403			07/19/23	131.84
							INVOICE TOTAL:	131.84
							VENDOR TOTAL:	425.37
SOFT SOFT WATER CITY								
2652B-0623	06/30/23	01	LABOR	303300076500			07/19/23	110.00
							INVOICE TOTAL:	110.00
2652M-0623	06/30/23	01	WATER, DEPOSIT	101500076500			07/19/23	159.29
							INVOICE TOTAL:	159.29
							VENDOR TOTAL:	269.29
STAPLES STAPLES BUSINESS ADVANTAGE								
3542716016	07/15/23	01	PAPER	101000046200			07/19/23	27.00
		02	PAPER	201000046200				27.01
		03	ROLLS-TOILET PAPER	207500076510				53.48
							INVOICE TOTAL:	107.49
							VENDOR TOTAL:	107.49
SUP SUPERIOR BEVERAGE								

INVOICES DUE ON/BEFORE 07/19/2023

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
SUP			SUPERIOR BEVERAGE					
568955	07/05/23	01	BUD LIGHT	303000086634	00006387		07/19/23	73.80
		02	BUSCH LIGHT	303000086634	00006387			205.40
		03	SHOCK TOP	303000086634	00006387			126.00
		04	KONA BIG WAVE	303000086634	00006387			211.20
		05	312 LEMON	303000086634	00006387			108.20
		06	NUTRL	303000086635	00006387			478.80
		07	KEG-BIG WAVE	303000086634	00006387			198.00
		08	KEG-RETURN	303000086634	00006387			-30.00
		09	ARNIE PALMER	303000086631	00006387			108.00
		10	DELIVERY	303000086634	00006387			8.00
							INVOICE TOTAL:	1,487.40
							VENDOR TOTAL:	1,487.40
SYCROT			SYCAMORE ROTARY CLUB					
1518	06/26/23	01	GOLF OUTING	101000046204			07/19/23	140.00
		02	GOLF OUTING	201000046204				140.00
							INVOICE TOTAL:	280.00
1554	06/26/23	01	DRIVE THRU DINNER	101000046204			07/19/23	37.50
		02	DRIVE THRU DINNER	201000046204				37.50
							INVOICE TOTAL:	75.00
							VENDOR TOTAL:	355.00
T0001789			SWIENTON, SARAH					
REFUND	07/19/23	01	CLASS REFUND	201000002150			07/19/23	43.00
							INVOICE TOTAL:	43.00
							VENDOR TOTAL:	43.00
TYLER			TYLER ENTERPRISES					
65481	07/14/23	01	HERBICIDE	101500076507			07/19/23	150.00
							INVOICE TOTAL:	150.00

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SYCAMORE PARK DISTRICT
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 07/19/2023

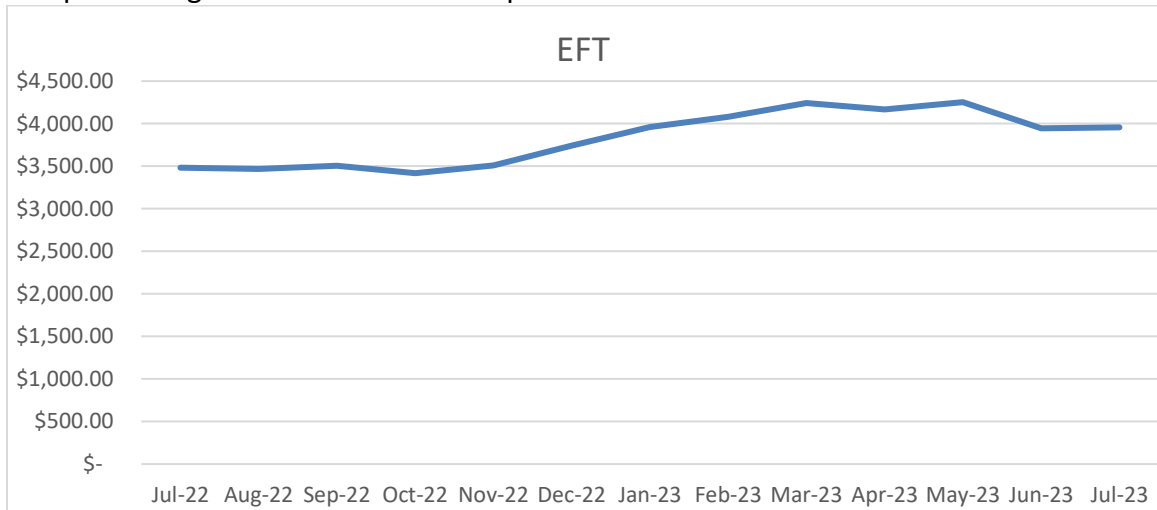
INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
65488	07/14/23	01	GOLF FUNGICIDE/INSECT	504100076507			07/19/23	930.00
		02	SEED - SPORTS	202100076520				150.00
		03	POND ALGAE CONTROL	101500076504				130.00
							INVOICE TOTAL:	1,210.00
							VENDOR TOTAL:	1,360.00
VULC			VULCAN MATERIALS CO.					
33273832	06/09/23	01	SCREENINGS FOR BALLFIELDS	202100076509			07/19/23	238.27
							INVOICE TOTAL:	238.27
33306340	07/14/23	01	BALLFIELD SCREENINGS	202100076533			07/19/23	243.87
							INVOICE TOTAL:	243.87
							VENDOR TOTAL:	482.14
WINTERLA WINTERS LANDSCAPE								
100260	06/12/23	01	MEMORIAL TREES	101500076501			07/19/23	4,000.00
							INVOICE TOTAL:	4,000.00
							VENDOR TOTAL:	4,000.00
							TOTAL ALL INVOICES:	90,142.33

Interim \$161,841.21
 New \$ 90,142.33
 Total \$ ~~251,983.54~~
 251,983.54

To: Board of Commissioners
 From: Jackie Hienbuecher
 Subject: Monthly Report
 Date: July 25, 2023

Administrative Initiatives (7/1/23 – 7/31/23)

- Attended scheduled Board and leadership/staff meetings.
- Installment billing for Pathway Fitness memberships and passes. The July installment was for 178 individuals, no change from June. The monthly installment was \$3,761.20 (\$16.08 decrease) processed through credit cards and \$197 (\$29 increase) through ACH transactions. There were 7 households whose credit cards did not process (\$242) due to declined credit cards. Following up on each of these and processing the transactions when possible.



- Continued to monitor new household accounts on Rectrac for residency and process refund for those that registered as non-resident when they should be resident. Updated database with new addresses.
- Assisted staff with technology problems/concerns/needs with assistance from CMJ when necessary. Topics: wifi passwords, email issues
- Prepared monthly sales tax returns.
- Filed monthly IMRF earnings and submitted payment.
- Prepared and submitted quarterly payroll taxes.
- Submitted payroll direct deposit files for processing and scheduled transfer of funds.
- Processed monthly bills for payment.
- Performed criminal background checks on new hires and volunteers.
- Reviewed visa receipts and posting to general ledger.
- Performed Bank reconciliations and posted related entries.
- Review scholarship request.
- Organized Part Time Employee recognition.

- Continued to work with staff to obtain updated credit card information from Pathway Fitness members that utilize installment billing with a credit card. This is due to the change over to PayTrac.
- Participated in interviews for Superintendent of Golf Services.
- Completed IAPD Employment and Revenue Survey.
- Facilitated 2nd quarter PATH payouts.
- Worked with RecTrac on refunds using PayTrac.
- Completed PDRMA “Mobile” Equipment schedule.
- Participated in webinars:
 - PDRMA PATH Mindful of Mental Health Webinar – Managing Fear & Anxiety

Administrative Initiatives (8/1/23 – 8/31/23)

- Attend scheduled Superintendent and Board meetings.
- Submit monthly unemployment report.
- Prepare and file monthly Sales Tax Return.
- File monthly IMRF earnings and submit payment.
- Monthly bank reconciliation.
- Process monthly ACH EFT for memberships/passes. Review credit card and assist in collection of declined transactions.
- Review scholarship requests as submitted.
- Work with CMJ on technology as needed.
- Meet with CMJ regarding new service offerings.
- Complete documentation needed to add acquired property to insurance.
- Follow up to ensure all expenses have been submitted for reimbursement on Clubhouse Flood damage. Need final bills.

Sycamore Park District
 Summarized Revenue & Expense Report
 Period ended June 30, 2023

Corporate Fund (10)

<u>Department</u>	<u>June Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	<u>Variance</u>
Revenues					
Administration	710,921.03	1,008,994.03	1,768,881	912,091.45	10.6% (1)
Marketing	400.00	1,200.00	1,000	500.00	140.0%
Parks	7,217.52	14,267.57	24,553	11,733.98	21.6% (2)
Total Revenues	718,538.55	1,024,461.60	1,794,434	924,325.43	10.8%
Expenses					
Administration	44,376.72	448,262.22	1,345,798	450,496.61	-0.5% (3)
Marketing	4,419.08	28,641.05	65,240	33,827.29	-15.3% (4)
Parks	48,679.40	159,718.95	366,514	136,731.20	16.8% (5)
Total Expenses	97,475.20	636,622.22	1,777,552	621,055.10	2.5%
Total Fund Revenues	718,538.55	1,024,461.60	1,794,434	924,325.43	10.8%
Total Fund Expenses	97,475.20	636,622.22	1,777,552	621,055.10	2.5%
Surplus (Deficit)	621,063.35	387,839.38	16,882	303,270.33	27.9%

(1) Property taxes received ytd 2023 is approx same percentage as 2022. So increase of 5.7% \$45,331 due to increased levy. Interest higher 1302.9% \$23,966. Merry Oaks property sale \$17,637. Insurance proceeds (so far) for clubhouse \$8,054. Sale of surplus equipment \$12,497.

(2) Dog park revenue greater in 2023 48.4% \$1,825

(3) Clean-up in clubhouse from flood, deposit on construction, painting \$27,400

Misc consultants less in 2023 81.2% \$15,520 (bridge). Money for foundation in 2022 \$37,753

Payroll and related taxes through June 2023 13 pay periods/June 2022 12 pay periods. So higher 15.8% \$19,260

(4) 2022 included deposit for new website.

(5) Greater in 2023: Maintenance-Mowers 106.9% \$3,990; Gas/Oil 26.9% \$1,872

Payroll and related taxes through June 2023 13 pay periods/June 2022 12 pay periods. So higher 25.9% \$16,241

Recreation Fund (20)

<u>Department</u>	<u>June Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Administration	470,745.28	581,140.17	1,083,058	553,838.28	4.9% (1)
Sports Complex	1,841.00	2,241.00	43,365	1,046.00	114.2%
Sports Complex Maintenance	14,562.12	18,930.32	36,250	18,961.71	-0.2%
Midwest Museum of Natural Hist	-	-	-	-	#DIV/0!
Programs-Youth	4,576.35	28,147.97	38,291	25,745.16	9.3% (2)
Programs-Tweens	-	(450.00)	4,065	4,131.90	-110.9% (2)
Programs-Adult	1,793.68	16,479.96	15,177	10,918.55	50.9% (2)
Programs-Nature	120.00	930.00	1,221	739.00	25.8% (2)
Programs-Leagues	371.17	476.67	11,162	473.22	0.7% (2)
Programs-Youth Athletics	4,346.83	35,784.41	61,968	31,315.16	14.3% (2)
Programs-Fitness	2,124.68	16,764.89	24,791	13,299.50	26.1% (2)
Programs-Early Childhood	13.05	3,523.47	5,249	1,115.23	215.9% (2)
Programs-Dance	77.01	1,527.82	4,209	3,327.75	-54.1% (2)
Programs-Special Events	733.60	7,939.57	13,006	7,362.00	7.8% (2)
Programs-Community Events	3,740.89	8,490.89	20,250	10,087.06	-15.8% (2)
Brochure	1,000.00	1,000.00	3,600	-	#DIV/0!
Weight Room	6,924.18	62,483.75	143,606	66,979.95	-6.7% (3)
Community Center	7,055.01	54,287.79	81,099	46,589.95	16.5% (3)
Total Revenues	520,024.85	839,698.68	1,590,367	795,930.42	5.5%

(1) Property taxes received ytd 2023 is approx same percentage as 2022. So increase of 3.5% \$18,583 due to increased levy. Interest higher 1109.0% \$10,048.

(2) Revenue from programs increased 10.2%, \$11,101 compared to 2022.

(3) Compared to Annual Budget/Compared to 2022 YTD

Pathway Fitness Membership	44.73% / 93.96%
Pathway Fitness Pass	43.39% / 100.41%
Track Only Pass	39.95% / 77.49%
Pre-pay Card	-
Program Fees	-
Daily Admission Fee	64.23% / 99.13%

Compared to Annual Budget/Compared to 2022 YTD:

Open Gym Daily	47.32% / 81.47%
Open Gym Membership	67.82% / 116.74%
Rentals	87.19% / 150.77%

Sycamore Park District
Summarized Revenue & Expense Report
Period ended June 30, 2023

Sycamore Park District
Summarized Revenue & Expense Report
Period ended June 30, 2023

Expenses

Administration	55,080.70	300,550.63	607,851	267,118.23	12.5%	(2)
Sports Complex	-	-	-	-	#DIV/0!	
Sports Complex Maintenance	56,054.24	235,313.30	487,285	209,565.62	12.3%	(3)
Midwest Museum of Natural Hist	-	-	-	-	#DIV/0!	
Programs-Youth	3,401.50	8,334.51	15,737	4,227.19	97.2%	(1)
Programs-Tweens	-	-	2,850	284.58	-100.0%	(1)
Programs-Adult	292.81	3,059.54	6,663	3,736.49	-18.1%	(1)
Programs-Nature	-	499.98	735	727.50	-31.3%	(1)
Programs-Leagues	613.61	7,716.67	6,594	3,010.50	156.3%	(1)
Programs-Youth Athletics	327.24	12,170.16	43,508	10,009.28	21.6%	(1)
Programs-Fitness	2,564.28	9,941.12	16,739	7,259.95	36.9%	(1)
Programs-Early Childhood	196.98	2,365.65	3,881	1,178.21	100.8%	(1)
Programs-Dance	144.53	411.41	1,803	722.88	-43.1%	(1)
Programs-Special Events	-	4,491.12	7,838	2,720.37	65.1%	(1)
Programs-Community Events	10,857.73	11,487.93	29,531	9,151.51	25.5%	(1)
Brochure	-	9,220.48	31,489	8,115.53	13.6%	(5)
Weight Room	11.99	3,036.66	10,850	8,814.77	-65.6%	(4)
Community Center	23,401.80	125,770.01	299,419	102,292.17	23.0%	(6)
Total Expenses	152,947.41	734,369.17	1,572,773	638,934.78	14.9%	
Total Fund Revenues	520,024.85	839,698.68	1,590,367	795,930.42	5.5%	
Total Fund Expenses	152,947.41	734,369.17	1,572,773	638,934.78	14.9%	
Surplus (Deficit)	367,077.44	105,329.51	17,594	156,995.64	-32.9%	

- (1) Expenses for programs increased 40.6%, \$17,450 compared to 2022.
- (2) Wages/taxes and related benefits are higher 11.7% \$25,489 due to Rec position vacancy in 2022 AND because of the extra pay period YTD in 2023. Increase in Rectrac annual maint for increased services 19.7% \$4,106.
- (3) Maintenance and Materials/Supplies Exp greater in 2023 20.4% \$2,414.
Payroll and related taxes through June 2023 13 pay periods/June 2022 12 pay periods and increased PT. Higher 14.0% \$19,684
- (4) Graduate assistant in 2022 \$5,689
- (5) Printing increased 15.5% \$1,000
- (6) 2023 higher: Wages/taxes 20.6% \$7,415; Credit card exp 31.5% \$1,449; Electricity 33.7% 5,661
Payroll and related taxes through June 2023 13 pay periods/June 2022 12 pay periods. So higher 31.7% \$13,699

Donations (21)

<u>Department</u>	<u>June Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Administration	571.39	4,021.23	500	9,396.87	-57.2%
Total Revenues	571.39	4,021.23	500	9,396.87	-57.2%
Expenses					
Administration	-	-	201,151	-	#DIV/0!
Total Expenses	-	-	201,151	-	#DIV/0!
Total Fund Revenues	571.39	4,021.23	500	9,396.87	-57.2%
Total Fund Expenses	-	-	201,151	-	#DIV/0!
Surplus (Deficit)	571.39	4,021.23	(200,651)	9,396.87	-57.2%

Special Recreation (22)

<u>Department</u>	<u>June Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Administration	104,081.15	129,422.03	236,200	114,965.27	12.6%
Total Revenues	104,081.15	129,422.03	236,200	114,965.27	12.6%
Expenses					
Administration	62,416.94	62,867.09	340,057	16,450.91	282.1%
Total Expenses	62,416.94	62,867.09	340,057	16,450.91	282.1%
Total Fund Revenues	104,081.15	129,422.03	236,200	114,965.27	12.6%
Total Fund Expenses	62,416.94	62,867.09	340,057	16,450.91	282.1%
Surplus (Deficit)	41,664.21	66,554.94	(103,857)	98,514.36	-32.4%

Insurance (23)

<u>Department</u>	<u>June Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Administration	27,716.19	34,393.41	63,000	31,940.10	7.7%
Total Revenues	27,716.19	34,393.41	63,000	31,940.10	7.7%
Expenses					
Administration	-	-	64,645	79.13	-100.0%
Total Expenses	-	-	64,645	79.13	-100.0%
Total Fund Revenues	27,716.19	34,393.41	63,000	31,940.10	7.7%
Total Fund Expenses	-	-	64,645	79.13	-100.0%
Surplus (Deficit)	27,716.19	34,393.41	(1,645)	31,860.97	7.9%

Audit (24)

<u>Department</u>	<u>June Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Administration	7,014.69	8,543.17	16,050	7,919.22	7.9%
Total Revenues	7,014.69	8,543.17	16,050	7,919.22	7.9%
Expenses					
Administration	2,000.00	17,080.00	15,500	14,800.00	15.4% (1)
Total Expenses	2,000.00	17,080.00	15,500	14,800.00	15.4%
Total Fund Revenues	7,014.69	8,543.17	16,050	7,919.22	7.9%
Total Fund Expenses	2,000.00	17,080.00	15,500	14,800.00	15.4%
Surplus (Deficit)	5,014.69	(8,536.83)	550	(6,880.78)	24.1%

(1) Full actuarial update for OPEB liability in 2023.

Paving & Lighting (25)

<u>Department</u>	<u>June Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Administration	11,076.94	14,156.19	25,000	121.31	11569.4% (1)
Total Revenues	11,076.94	14,156.19	25,000	121.31	11569.4%
Expenses					
Administration	-	-	72,132	-	#DIV/0!
Total Expenses	-	-	72,132	-	#DIV/0!
Total Fund Revenues	11,076.94	14,156.19	25,000	121.31	
Total Fund Expenses	-	-	72,132	-	
Surplus (Deficit)	11,076.94	14,156.19	(47,132)	121.31	

(1) Did not levy in 2022. Levied \$25,000 in 2023

Park Police (26)

<u>Department</u>	<u>June Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Administration	2,373.72	2,908.94	5,385	2,745.97	5.9%
Total Revenues	2,373.72	2,908.94	5,385	2,745.97	5.9%
Expenses					
Administration	990.90	2,800.52	5,417	1,464.90	91.2%
Total Expenses	990.90	2,800.52	5,417	1,464.90	91.2%
Total Fund Revenues	2,373.72	2,908.94	5,385	2,745.97	5.9%
Total Fund Expenses	990.90	2,800.52	5,417	1,464.90	
Surplus (Deficit)	1,382.82	108.42	(32)	1,281.07	-91.5%

IMRF (27)

<u>Department</u>	<u>June Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Administration	34,075.01	41,133.20	74,000	55,311.04	-25.6%
Total Revenues	34,075.01	41,133.20	74,000	55,311.04	-25.6%
Expenses					
Administration	27,406.96	39,119.23	78,654	45,718.18	-14.4%
Total Expenses	27,406.96	39,119.23	78,654	45,718.18	-14.4%
Total Fund Revenues	34,075.01	41,133.20	74,000	55,311.04	-25.6%
Total Fund Expenses	27,406.96	39,119.23	78,654	45,718.18	-14.4%
Surplus (Deficit)	6,668.05	2,013.97	(4,654)	9,592.86	

Social Security (28)

<u>Department</u>	<u>June Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Administration	50,207.15	60,606.91	115,000	59,010.44	2.7%
Total Revenues	50,207.15	60,606.91	115,000	59,010.44	2.7%
Expenses					
Administration	48,791.48	59,191.24	115,000	48,971.32	20.9%
Total Expenses	48,791.48	59,191.24	115,000	48,971.32	20.9%
Total Fund Revenues	50,207.15	60,606.91	115,000	59,010.44	2.7%
Total Fund Expenses	48,791.48	59,191.24	115,000	48,971.32	20.9%
Surplus (Deficit)	1,415.67	1,415.67	-	10,039.12	

Sycamore Park District
Summarized Revenue & Expense Report
Period ended June 30, 2023

Concessions (30)

<u>Department</u>	<u>June Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Clubhouse Concessions	18,105.22	31,834.95	96,163	32,881.29	-3.2% (1)
Beverage Cart	2,636.52	3,551.62	12,308	2,865.34	24.0% (4)
Sports Complex Concessions	35,253.10	53,689.44	61,389	49,967.29	7.4%
Pool Concessions	-	-	-	-	#DIV/0!
Catering	1,262.43	10,149.78	20,537	8,230.39	23.3% (2)
Total Revenues	57,257.27	99,225.79	190,397	93,944.31	5.6%
Expenses					
Clubhouse Concessions	22,385.21	50,070.72	106,513	44,396.66	12.8%
Beverage Cart	2,506.19	3,025.79	10,182	1,864.59	62.3%
Sports Complex Concessions	21,160.19	35,572.00	52,476	26,113.86	36.2% (3)
Pool Concessions	-	-	-	-	#DIV/0!
Catering	626.26	2,313.18	6,606	1,306.19	77.1% (2)
Total Expenses	46,677.85	90,981.69	175,777	73,681.30	23.5% (5)
Total Fund Revenues	57,257.27	99,225.79	190,397	93,944.31	5.6%
Total Fund Expenses	46,677.85	90,981.69	175,777	73,681.30	23.5%
Surplus (Deficit)	10,579.42	8,244.10	14,620	20,263.01	-59.3%

(1) Late open in 2023 due to construction from flood however, when combined with Beverage Cart almost caught up!

(2) Increase in room rentals 7.2% \$413. Related food/beverage sales up 60.3% \$1,487.

(3) tablets for sports complex. Higher cost of goods sold due to higher sales

(4) Storm Dayz grossed approximately \$3,000 higher in 2023.

(5) Payroll and related taxes through June 2023 13 pay periods/June 2022 12 pay periods. So higher 45.6% \$10,496

Sycamore Park District
 Summarized Revenue & Expense Report
 Period ended June 30, 2023

Developer Contributions (32)

<u>Department</u>	<u>June Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Administration	<u>3,098.94</u>	<u>6,685.60</u>	<u>8,100</u>	<u>7,565.00</u>	-11.6%
Total Revenues	3,098.94	6,685.60	8,100	7,565.00	-11.6%
Expenses					
Administration	<u>-</u>	<u>-</u>	<u>51,350</u>	<u>-</u>	#DIV/0!
Total Expenses	-	-	51,350	-	#DIV/0!
Total Fund Revenues	3,098.94	6,685.60	8,100	7,565.00	-11.6%
Total Fund Expenses	-	-	51,350	-	#DIV/0!
Surplus (Deficit)	3,098.94	6,685.60	(43,250)	7,565.00	-11.6%

Sycamore Park District
 Summarized Revenue & Expense Report
 Period ended June 30, 2023

Golf Course (50)

<u>Department</u>	<u>June Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Golf Operations	121,043.39	396,522.03	625,481	300,888.72	31.8% (1)
Golf Maintenance	8,344.62	10,731.52	20,384	10,025.75	7.0%
Total Revenues	129,388.01	407,253.55	645,865	310,914.47	31.0%
Expenses					
Golf Operations	48,213.63	137,432.83	403,306	106,539.61	29.0% (2)
Golf Maintenance	39,791.85	168,311.60	333,683	134,885.31	24.8% (3)
Total Expenses	88,005.48	305,744.43	736,989	241,424.92	26.6%
Total Fund Revenues	129,388.01	407,253.55	645,865	310,914.47	31.0%
Total Fund Expenses	88,005.48	305,744.43	736,989	241,424.92	26.6%
Surplus (Deficit)	41,382.53	101,509.12	(91,124)	69,489.55	46.1%

(1) 2023 vs. 2022

Daily Greens Fees +36.46% +\$30,442

Golf Events & Misc +9.7% +\$558

Lessons +4.29% +\$500

Carts +53.92% +\$32,502

Season passes +23.09% +\$27,068

Pro shop sales +22.15% +\$3,494

(2) Payroll and related taxes through June 2023 13 pay periods/June 2022 12 pay periods. So higher 38.2% \$21,852.

Also an earlier start for assistant manager. Credit card fees up 37.7% \$2,438

Cost of goods sold increased 36.3% \$3,577 due to higher sales. Gas/Oil increased 224.3% \$2,006.

(3) Payroll and related taxes through June 2023 13 pay periods/June 2022 12 pay periods. So higher 23.3% \$17,817.

Pesticides up 101.6% \$11,900; Health Ins up 78.3% \$6,489 due to employee waived coverage in 2022.

Sycamore Park District
Summarized Revenue & Expense Report
Period ended June 30, 2023

Aquatics (51)

<u>Department</u>	<u>June Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Pool	-	-	64,170	29,820.69	-100.0%
Swim Lessons	-	-	19,567	10,602.20	
Splashpad	5,880.00	7,110.00	13,732	5,395.50	31.8%
	<hr/>	<hr/>	<hr/>	<hr/>	
Total Revenues	5,880.00	7,110.00	97,469	45,818.39	-84.5%
Expenses					
Pool	-	-	72,978	13,958.49	-100.0%
Aquatics Maintenance	1,974.06	4,937.56	34,900	19,958.37	-75.3%
Swim Lessons			10,427	171.45	
Splashpad	52.08	352.08	1,122	575.14	-38.8%
	<hr/>	<hr/>	<hr/>	<hr/>	
Total Expenses	2,026.14	5,289.64	119,427	34,663.45	-84.7%
Total Fund Revenues	5,880.00	7,110.00	97,469	45,818.39	-84.5%
Total Fund Expenses	2,026.14	5,289.64	119,427	34,663.45	-84.7%
Surplus (Deficit)	3,853.86	1,820.36	(21,958)	11,154.94	-83.7%

Pool closed 2023

Debt Service (60)

<u>Department</u>	<u>June Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Administration	301,608.41	365,812.69	691,000	345,850.65	5.8%
Total Revenues	301,608.41	365,812.69	691,000	345,850.65	5.8%
Expenses					
Administration	-	2,490.00	783,337	3,690.00	-32.5%
Total Expenses	-	2,490.00	783,337	3,690.00	-32.5%
Total Fund Revenues	301,608.41	365,812.69	691,000	345,850.65	5.8%
Total Fund Expenses	-	2,490.00	783,337	3,690.00	-32.5%
Surplus (Deficit)	301,608.41	363,322.69	(92,337)	342,160.65	6.2%

Capital Projects (70)

<u>Department</u>	<u>June Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Administration	962.95	130,277.65	953,800	706.81	18331.8% (1)
Total Revenues	962.95	130,277.65	953,800	706.81	18331.8%
Expenses					
Administration	47,113.00	247,273.84	1,454,113	119,619.45	106.7%
Total Expenses	47,113.00	247,273.84	1,454,113	119,619.45	106.7%
Total Fund Revenues	962.95	130,277.65	953,800	706.81	18331.8%
Total Fund Expenses	47,113.00	247,273.84	1,454,113	119,619.45	106.7%
Surplus (Deficit)	(46,150.05)	(116,996.19)	(500,313)	(118,912.64)	-1.6%

(1) Received 50% OSLAD Grant income in 2023.

Sycamore Park District
 Summarized Revenue & Expense Report
 Period ended June 30, 2023

Action 2020 (71)

<u>Department</u>	<u>June Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Administration	<u>577.62</u>	<u>2,733.57</u>	<u>299,740</u>	<u>14,572.25</u>	-81.2%
Total Revenues	577.62	2,733.57	299,740	14,572.25	-81.2%
Expenses					
Administration	<u>34,978.60</u>	<u>184,013.40</u>	<u>480,000</u>	<u>96,559.53</u>	90.6%
Total Expenses	34,978.60	184,013.40	480,000	96,559.53	90.6%
Total Fund Revenues	577.62	2,733.57	299,740	14,572.25	-81.2%
Total Fund Expenses	34,978.60	184,013.40	480,000	96,559.53	90.6%
Surplus (Deficit)	(34,400.98)	(181,279.83)	(180,260)	(81,987.28)	121.1%
Total Fund Revenues	1,974,452.84	3,178,444.21	6,806,307	2,821,037.95	
Total Fund Expenses	610,829.96	2,387,842.47	8,043,874	1,957,112.97	
Surplus (Deficit)	1,363,622.88	790,601.74	(1,237,567)	863,924.98	

Sycamore Park District
Fund Balances

	audited 1/1/2023	Revenues	Expenses	6/30/2023	6/30/2023 Cash balance
10 Corporate	1,012,650.36	1,024,461.60	636,622.22	1,400,489.74	1,406,083.22
20 Recreation	712,119.06	839,698.68	734,369.17	817,448.57	837,064.86
21 Donations	220,925.16	4,021.23	-	224,946.39	224,946.39
22 Special Recreation	225,056.60	129,422.03	62,867.09	291,611.54	291,611.54
23 Insurance	56,327.38	34,393.41	-	90,720.79	90,720.79
24 Audit	12,194.56	8,543.17	17,080.00	3,657.73	3,657.73
25 Paving & Lighting	47,132.33	14,156.19	-	61,288.52	61,288.52
26 Park Police	3,876.16	2,908.94	2,800.52	3,984.58	4,067.62
27 IMRF	4,654.08	41,133.20	39,119.23	6,668.05	6,668.05
28 Social Security	-	60,606.91	59,191.24	1,415.67	1,415.67
30 Concessions	66,481.01	99,225.79	90,981.69	74,725.11	70,685.77
32 Developer Contributions	51,349.38	6,685.60	-	58,034.98	58,034.98
50 Golf	174,469.08	407,253.55	305,744.43	275,978.20	292,945.14
51 Aquatics	(72,597.99)	7,110.00	5,289.64	(70,777.63)	(70,777.63)
60 Debt Service	101,740.74	365,812.69	2,490.00	465,063.43	465,063.43
70 Capital Projects	537,376.61	130,277.65	247,273.84	420,380.42	420,377.42
71 Action 2020	470,472.73	2,733.57	184,013.40	289,192.90	252,163.01
	3,624,227.25	3,178,444.21	2,387,842.47	4,414,828.99	4,416,016.51

Summary of depository accounts as of

7/18/2023

<u>Location</u>	<u>Balance</u>	<u>Interest</u>
Old National Bank	1,174,147.59	1.25
Resource Bank	201,783.99	1.41
IPDLAF	3,013,768.71	4.97
DCCF - Action 2020	70,817.76	
Dekalb Co. Community Foundation	<u>20,749.54</u>	
	4,481,267.59	

To: Board of Commissioners
 From: Lisa Metcalf, Superintendent of Recreation Services and Recreation Staff
 Subject: Monthly Report
 Date: July 25, 2023

Administrative Initiatives (7/1/23-7/31/23)

Superintendent Metcalf

- Attended scheduled leadership, staff and Board meetings.
- Current active memberships/passes: 311 Pathway Fitness 24/7 Memberships, 255 Pathway Fitness Passes, 49 Track 24/7 Memberships, 206 Track Passes, and 344 Open Gym Passes.
- 2023 Dog Park Memberships sold to date: 294.
- Held monthly Rec Team Meeting and reviewed marketing processes.
- Concert Series have been going great with around 400 people in attendance each week.
- Worked the Sip N Savor event, which had a great turnout. Three times the number of people than last year.
- Attended a Mental Health Webinar through PDRMA's PATH program.
- Aggression Volleyball Tryouts were held in our gym.
- Assisted in interviews for the Superintendent of Golf position.
- Helped at National Hot Dog Day.
- Attended a seminar on new facility reservations through RecTrac.
- Participated in the Sycamore Parks Foundation Golf Outing.
- Service Desk Staff had a staff meeting to go over the fall brochure, policies and procedures.
- The Chamber Leadership Academy visited our facility and learned about SPD history.
- Helped out Opportunity House so they could conduct an informative interview with me to learn more about the park district, and help them better understand our business operations and what we look for in potential workers.
- The library hosted their Summer Extravaganza at our facility to celebrate the conclusion of their summer reading program.
- Continue to work in RecTrac to update things as new things get added and changed.

Food and Beverage Manager Dobberstein

- Did vending for June selling \$240.00 in product.
- Had total of 4 Birthday Packages at the community center.
- Had 4 Multi-Purpose Room rentals for July, one using both rooms.
- Had 5 gym rentals for July, in addition to the large wrestling rental.
- Had 4 private splash pad rentals with 2 renting the MPR in addition.
- Hosted the WCPW event doing \$230 in concessions, in addition to the rental fee.
- Pay It Forward House held their fundraiser at our facility renting out the splash pad and two rooms along with the outside patio and grass area. Had a nice turnout and were able to showcase our facility and what we have to offer.
- Had 0 clubhouse rentals and 1 Riverview Room rental for July.
- Successful Concert in the Parks, selling over \$1000 in food and beverage at each one.
- Hosted Rotary Outing with steak fry dinner, Genoa Chamber Outing, and Sycamore Park District Foundation Outing.
- Hosted a small baseball tournament with almost \$1500 in sales.

- Ran Storm Dayz Tournament, included Ollies little trailer for custard items, achieved my goal of \$15,000 in sales for the weekend
- Had a very successful Sip N Savor event.
- Got the final ok from the health department for Caddyshack kitchen.
- Passed all food inspections for sports complex and Caddyshack.
- Finalized plan for Pumpkin Roll down with the Kiwanis.
- Hosted the IJGA youth tournament.
- Hosted the AL Wildenrad youth tournament.

Recreation Supervisor Hoblit

- Cup In Hand Cancelled
- Dog Training Classes continuing with 25% of the enrollment that was seen this Spring.
- Challenger Soccer Camp saw 31 participants.
- Tennis Classes have seen 90% of classes run (7/8) with an average of 6/8 participants per class.
- All Star Sports Youth Sports classes saw about 50% of classes run because similar classes were combined.
- T-Ball League saw high participant numbers with 20 participants.
- Pickleball Lesson numbers remain steady. We are seeing up to a half dozen per week on average.
- Dog Park Hot Dog Day event has been advertised and we are working with Jaybird Dog Training, Sycamore PD, and Dekalb County Sheriff's Office to put on an entertaining event for our dog park members.

Recreation Supervisor Turner

- Attended outdoor concerts. Was lead for the week of Howard and the White Boys. We had roughly 350-500 people in attendance for both weeks.
- Attended/Worked Sip N' Savor event.
- 10 "second session" fitness classes started.
- All 3 Karate class offerings began. These classes will run through the end of August.
- Summer Art Camp II and Middle School Art Camp ran for their one-week sessions. Summer Art Camp II ran at maximum capacity.
- Little Campers weeks 5, 6, and 7 ran. We increased our maximum enrollment numbers for weeks 6 and 7 to allow for siblings to be in camp together (13 as opposed to 12).

See attached daily, monthly, and annual facility usage comparison charts.

Administrative Initiatives (7/1/23-7/31/23)

Superintendent Metcalf

- Will have our Outdoor Community Game Night to celebrate our 100th Anniversary and Doty & Sons 75th Anniversary.
- Will help with Junk in Your Trunk.
- Will attend the KSRA Foundation Board Meeting.
- Library will host its Summer Star Party at our Riverside Soccer Complex.

Food and Beverage Manager Dobberstein

- Will help with close-up of sports complex until the fall.
- Working on getting vendors for Junk in your Trunk.
- Continue to do bookings.

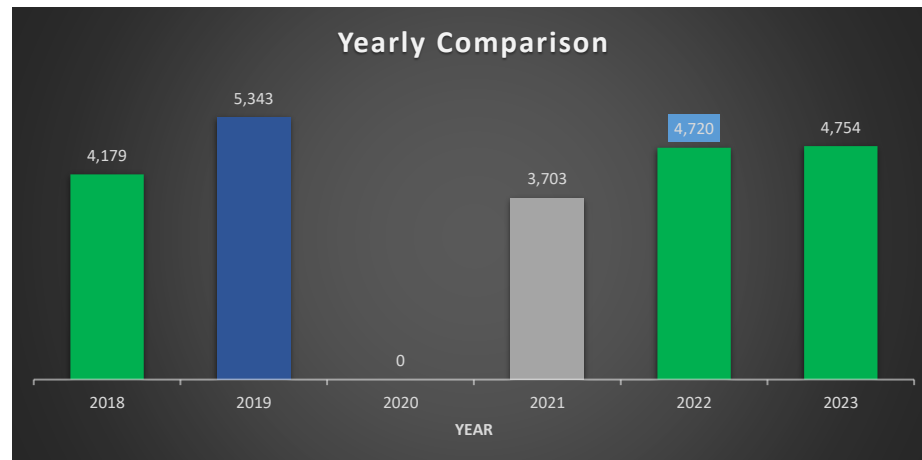
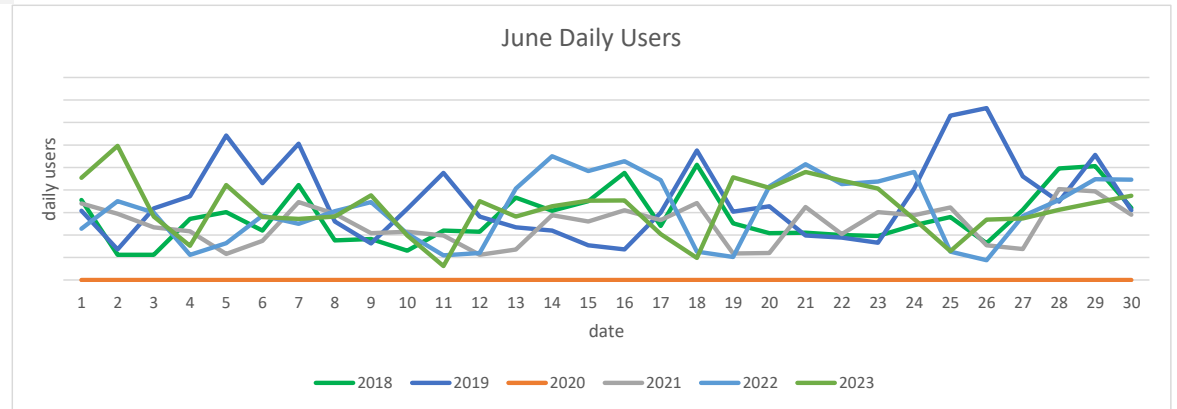
Recreation Supervisor Hoblit

- All Star Sports is offering three new sports camps in August, soccer, baseball, and floor hockey.

Recreation Supervisor Turner

- Fitness classes will begin to wrap up for the session/season.
- Little Campers has their last week of camp July 31st – August 4th.
- Kinderbeans Boot Camp is scheduled to run August 8th-10th.
- Dance/Cheer/Tumbling classes will be coming to an end.
- Pre-School Seasonal Fun Time 3 classes schedule to begin.

		2018	2019	2020	2021	2022	2023
June	1	178	154	0	170	114	227
	2	56	68	0	147	175	298
	3	56	159	0	117	150	141
	4	136	186	0	108	56	76
	5	151	321	0	58	82	211
	6	110	215	0	87	143	140
	7	211	303	0	173	125	136
	8	88	130	0	147	153	141
	9	91	81	0	104	173	188
	10	65	158	0	107	103	99
	11	110	238	0	99	55	31
	12	107	141	0	56	60	175
	13	183	117	0	68	203	141
	14	154	110	0	144	275	164
	15	175	77	0	130	242	176
	16	238	68	0	155	264	177
	17	120	150	0	133	222	102
	18	256	288	0	171	63	49
	19	126	152	0	59	51	228
	20	104	164	0	60	208	205
	21	105	99	0	162	257	240
	22	100	94	0	102	213	221
	23	98	83	0	151	219	203
	24	122	203	0	144	240	135
	25	140	365	0	161	63	64
	26	82	382	0	77	44	134
	27	156	230	0	69	142	137
	28	248	174	0	202	178	156
	29	253	278	0	197	224	172
	30	160	155	0	145	223	187
TOTALS		4,179	5,343	0	3,703	4,720	4,754



To: Board of Commissioners
 From: Kirk T. Lundbeck
 Subject: Monthly Report
 Date: July 25, 2023

Administrative Initiatives (7/1/23 – 7/31/23)

- Attended all administrative team meetings as scheduled.
- Continued bi-monthly marketing calls with Teesnap marketing. Continued planning next season's schedule of eblasts.
- Continued distributing and receiving signed outing contracts to outing planners for 2023.
- Continued succession planning with Jonelle for Superintendent of Golf Operations position to be filled by January of 2024.
- Interviewed 2 prospective candidates for the Superintendent of Golf Operations position.
- Another full month of leagues and outings. Big events scheduled for July are:

Illinois Junior Golf Association Players Challenge – July 5 and 6

The 100 Holes of Golf Challenge – July 10 - 23

Alvin Wildenradt Junior Championship – July 11 and 12

Genoa Area Chamber of Commerce – July 14

Sycamore Parks Foundation – July 21

- The second series of SAY-Golf Junior Lessons and the Adult Lesson Academy were completed this month with SAY-Golf classes full and the Adult Lesson Academy. 98 SAY-Golf students completed the program and 12 Adult Lesson Academy students. These programs generated \$12,600.00 in additional revenue for the operation and many new golfers playing our facility.
- The golf operation set a record in revenues for the month of June. We took in over \$115,000.00 in revenue and had over 5,600 rounds played.
- Cart staff and player assistant staff have been going above and beyond with the increased level of play. We are constantly going through our 60-cart fleet at least 1 and ½ times daily well over two on weekends.
- I met with Dan Wheeler, the Sycamore High School Golf Coach this month to lock in the golf meet and practice schedule for the Spartan Golf Team.
- July has kept the momentum from June as far as revenue for the operation. The tee sheet is constantly full with very few open tee times. Season Pass holders are finally learning to make tee times well in advance. The staff has learned to upsell other days if the day requested is full.

Administrative Initiatives (8/1/23 – 8/31/23)

- Attending all administrative team meetings as scheduled.
- Continue bi-monthly marketing calls with Teesnap marketing. Continue planning next season's schedule of eblasts.

- Continue succession planning with Jonelle for Superintendent of Golf Operations position to be filled by January of 2024.
- August is another strong month for leagues and outings. Big events scheduled for August are:

The Sycamore Elks – Saturday, August 5th

Bogeys and Beer Outing – Saturday, August 12th

The Club Championship – August 19th, 20th, 26th and 27th

It should be noted the PJ's Courthouse and the Opportunity House have decided not to have events this season. The Fraternal Order of Police have moved their event to the end of September.

- I have begun working on the fall staffing schedule. Several staff members will be leaving to go to college or back to high school. We will be placing job openings for the fall during this month.
- The part-time staff continues to do an outstanding job. The pro shop staff Donald, Madeleine and Tyler have really improved their service to the customers and maintain a positive attitude even though the golf course is incredibly busy. The cart staff have also paid more attention to detail and made an effort to be more attentive to the customers. The player assistant staff is the best it has ever been. They are constantly working the pace of play and helping the new players of the facility find their way. They have also been a huge help with our large events.
- The Sycamore Golf Club received The Best of the Best Golf Course in DeKalb County once again. It's a true testament of the fantastic job our grounds crew and operations staff do daily. This is truly a special group of individuals with the best interests of the customers in mind at all times.

To: Board of Commissioner
 From: Jeff Donahoe
 Subject: Monthly Report
 Date: July 25th, 2023

Administrative Initiatives (7/1/23-7/31/23)

Golf

- Finally, some natural rain at the end of June and a couple inches with two different storms in July have helped the turf during the long days of summer. Long range looks like more typical hot and dry weather again, so we will continue to irrigate nightly and hand water any hot spots on the greens thru the next dry period.
- The play at the course has been constant and we continue to work around the play and outings with as little disruption to the customers as possible.
- Staff continue to mow and trim the course regularly. The recent rains and more humid conditions allowed the turf to grow better than it had during the drought. Spraying for diseases, spraying weeds, and applying early product for grub control have been completed and continue as needed. Staff have also been doing a lot of pruning of trees and shrubs around the course.
- The gates at the west entrance of the park/course have been rebuilt by our staff. The wood has been replaced and will be painted once the treated lumber has weathered a bit.
- The 19th hole, the area where the lockers are located on the north side of the cart barn, is being refurbished to use as a lounge area. Most of the lockers and the bulletin boards were removed and the wood cleaned. A group of volunteers led by the Park District Foundation group will be painting the area and eventually we will have tables under the overhang.
- The 10-tee bridge landscaping is doing better with the recent rains. These blanketed areas will continue to mature through the fall.
- Attended initial interviews for new Golf Operations Supt.

Sports

- The spring sports season is wrapping up. The in-house leagues finished at the end of June with the travel groups now completing their tryout sessions for next season. The adult softball leagues continue until the end of the month for Church league and mid-August for pumpkin ball behind the pool.
- Soccer has completed their spring season. The fall practices will start August 7th with games the weekend of the 19th.
- We have been informed that Sycamore Youth Baseball will not have a formal in-house fall league but will instead have several camps and instructional sessions during the fall. We expect an in-house softball league starting in mid-August for practices and games after Labor Day with a large tournament for the Sycos at the end of September.
- The Storm Dayz softball tournament went well with weather cooperating with only a slight delay on the last afternoon due to lightning in the area. 207 games were played by 72 teams. The 10U age group also used our new fields 18 and 19. Thanks to our staff for all the setup, field prep, garbage control, along with the concessions staff on their long days and great service.
- The splash pad continues to draw a big crowd and is running well to date.

Parks

- I attended staff, Board, budget, and park planning meetings.
- Working with the Police Dept., PDRMA insurance, contractors, Mr. Outhouse port-o-pot company as we had three units and our wood privacy fence burned to the ground at the soccer complex on 7/8. They also blew out the port-o-pot unit at Wetzel Park the same weekend.
- Park staff are mowing and trimming all parks consistently as needed depending on growth. Staff are setting up and removing the stage weekly for concerts, cleaning shelters for rentals, fixing playground equipment, trimming/removing trees, and starting to mulch landscape beds at parks. Weed spraying at various areas near the Good Tymes area and the entire disk golf course has been completed.
- A new security light was added at Old Mill Park by the playground.
- Continue spraying and weeding natural areas at all parks. The dog park also has been treated for invasive weeds in the natural areas and many holes filled due to dogs digging.
- PDRMA sent a company out to perform an audit of the District's confined space work areas. The closure of the pool and the change to the irrigation system intake area at the river removed many of these issues for us. The splash pad water holding tank is our only confined space that requires brief entry, and they gave us instructions for safe entry into the space.
- I received quotes for filling the cracks, sealcoating, and repainting lines for the entire parking lot at the Community Center. We expect this work to take place at the end of August when the use of the facility is at its lowest.

Administrative Initiatives (8/1/23-8/31/23)

- Attending staff, Board, planning meetings for park projects, and interviews for the Golf Operations Supt. position.
- Work on auction site sale of surplus items as we have a few more pieces of equipment to add.
- Work on park/trail tree pruning, mowing/trimming when needed, park repairs and equipment replacement when delivered, keeping flowers/trees watered. Replace broken slides at two parks when parts arrive.
- Continue to keep checking irrigation heads and hand watering hot spots as we deal with the drought on the golf course. Daily monitoring of the river level to adjust gallons per minute system uses. Keep up with watering of new trees and flower beds during the drought as well.
- Seed ballfields when cool enough to fill in outfields at new ball fields and thin areas at soccer. Soccer practices will start the second week of August and baseball/softball later in August.
- Some seasonal staff will be leaving or reducing hours by mid-August. We will determine if additional fall staff might be needed until late fall to complete our daily operations.

To: Board of Commissioners
From: Sarah Rex
Subject: Monthly Report
Date: July 25, 2023

Administrative Initiatives (7/1/23-7/31/23)

- Marketing and Community Outreach Manager Rex
 - Arranged promotion of summer facilities, events, and camps
 - Introduce the Park District's new app
 - Promoted NRPA Park and Rec Month
 - Assisted at the Sip n Savor Event
 - Worked with the Recreation Assistant to create July's panels along Literacy Lane. The theme revolves around the Women's World Cup and National Park and Recreation Month
 - Finalized and sent the fall 2023 brochure to the printer
 - Coordinated sponsorships and promotions for the Sycamore Parks Foundation Golf Outing and helped at the event.
 - Met with Recreation staff to talk about marketing their programs and facilities

Administrative Initiatives (8/1/23-8/31/23)

- Marketing and Community Outreach Manager Rex
 - Will meet with Recreation staff to talk about a new marketing material request system.
 - Will work with local artists to develop an art in the park event
 - Will attend the National Night Out community event on August 1
 - Will help coordinate DeKalb County History Center's Brown Bag Lunch program on August 3 which will highlight the Park District's 100th Anniversary.

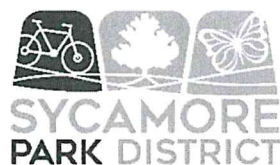
To: Board of Commissioners
 From: Jonelle Bailey
 Subject: Monthly Report
 Date: July 2023

Administrative Initiatives (7/1 – 7/31 2023)

- Attended all Staff, Board and Planning meetings.
- Attended all Administrative staff meetings as scheduled.
- Attended Park Foundation meetings as scheduled.
- Attended All Rotary and Chamber Meetings
- Bi-weekly meetings with the Superintendent
- Attended IPRA meetings: Diversity Section, Membership Council, Diversity Leadership Taskforce, and Illinois Parks Foundation
- Attended all Dekalb History Center Board Meetings
- Continue to get to know the community members.
- Review Marketing needs and timelines with M&OM
- Interviews for the Superintendent of Golf Services
- Continued work on the Strategic plan update with the staff
- Interviews for the Superintendent of Golf
- Working with F&B staff on training and planning
 - Review all construction projects and next steps:
 - Reston Ponds – sending final plans to the city for final comment prior to bid process.
 - North Grove – we have a plan and are submitting for the OSLAD grant
 - Clubhouse renovations: complete, just need to stain the bar
 - GWT – waiting on FS grain and Ibarra to get back to us on our offers

Administrative Initiatives (8/1 – 8/31 2023)

- Attended all Staff, Board and Planning meetings.
- Attended all Administrative staff meetings as scheduled.
- Attended Park Foundation meetings as scheduled.
- Attended All Rotary and Chamber Meetings
- Bi-weekly meetings with the Superintendent
- Attended IPRA meetings: Diversity Section, Membership Council, Diversity Leadership Taskforce, and Illinois Parks Foundation
- Attended all Dekalb History Center Board Meetings
- Continue to get to know the community members.
- Review Marketing needs and timelines with M&OM
- Interviewing for Superintendent of Golf position
- Started working on the Strategic plan update with the staff
- Interviews for the Superintendent of Golf
- Working with F&B staff on summer training and planning
 - Review all construction projects and next steps:
 - Reston Ponds – waiting to get bond information from Elliot Wood
 - North Grove – hope to have grant submittal complete by the end of Aug
 - GWT – waiting on FS grain and Ibarra to get back to us on our offers
 - GWT – waiting on FS grain and Ibarra to get back to us on our offers



Board of Commissioners
Date of Board Meeting: July 25, 2023

Information Only

AGENDA ITEM:

Solar Energy

BACKGROUND INFORMATION:

The Purchase and Lease agreements have been written and are being reviewed by Ancel Glink regarding any changes. Included at this time is the purchase agreement which has been reviewed by Ancel Glink and has minimal changes.

FISCAL IMPACT:

STAFF RECOMMENDATION:

PREPARED BY: Jonelle Bailey, Executive Director

A handwritten signature in blue ink, appearing to read "JCB", is positioned to the right of the "PREPARED BY" line.

EXECUTIVE DIRECTOR REVIEW/APPROVAL: BOARD ACTION:

Solar Power Purchase Agreement

This Solar Power Purchase Agreement (this “**Agreement**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of the date signed by Seller below (the “**Effective Date**”).

Purchaser:	<u>Sycamore Park District</u>	Seller:	<u>[DSD SPE], LLC</u>
Name and Address	<u>Jonelle Bailey</u> <u>480 Airport Rd</u> <u>Sycamore, IL 60178</u>	Name and Address	[DSD SPE], LLC 200 Harborside Drive, Suite 200 Schenectady, NY 12305
Phone	<u>815-895-3365</u>	Phone	
Fax		Fax	
E-mail	<u>jonelleb@sycparks.org</u> , <u>williamk@sycparks.org</u>	E-mail	
Facility Ownership	Purchaser [<input checked="" type="checkbox"/>] owns [<input type="checkbox"/>] leases the Facility. List Facility Owner, if different from Purchaser: _____	Additional Seller Information	

Commented [SA1]: This company is not registered to do business in Illinois. Before we can execute this agreement they must register as a foreign corporation to conduct business in Illinois.

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electric energy from the solar panel system described in **Exhibit 2** (the “**System**”) and installed at Purchaser’s facility and/or surrounding property described in **Exhibit 6S** (collectively, the “**Facility**”).

The exhibits listed below are incorporated by reference and made part of this Agreement.

- Exhibit 1** Basic Terms and Conditions
- Exhibit 2** System Description
- Exhibit 3** General Terms and Conditions
- Exhibit 4** ~~Purchaser’s Termination Payment Schedule~~ Expected Annual Production
- Exhibit 5** ~~Purchaser’s Termination Payment Schedule~~ Legal Description of Facility Real Property
- Exhibit 6** ~~Legal Description of Facility Real Property~~

Purchaser: Sycamore Park District

Seller:

Signature: _____

Signature: _____

Printed Name:

Printed Name:

Title:

Title:

Date: _____

Date: _____

**Exhibit 1
Basic Terms and Conditions**

1. Initial Term: ~~Twenty (20) years~~ one 5-year renewal, beginning on the Commercial Operation Date.

Commented [SA2]: Public Act 103-0146 limits the term of 20 years.

2. Additional Terms: ~~OneTwo~~ five (5) year periods following the end of Initial Term.

3.2. Environmental Attributes: Accrue to Seller.

4.3. Energy Rate: \$0.065/kWh

Commented [SA3]: Why is there a rate presented here, but also a separate exhibit to describe the rates? Is the rate fixed?

For the Initial Term: Commencing on the Commercial Operation Date, Purchaser shall pay to Seller monthly an amount for each kWh of electricity multiplied by the prices as shown on **Exhibit 3, Attachment A** for each respective calendar Year.

~~For each Additional Term: For each Additional Term that the Parties opt to exercise, the price for each kWh of electricity will be set at the then fair market value of electricity, which shall be determined at such time based upon the price of electricity for an installed solar system comparable to the System, including with respect to the System's then remaining useful life.~~

5.4. Outside Installation Commencement Date: [_____], which is the outside date by which the conditions (listed in Section 6.a of the General Terms and Conditions) to Seller installing the System and selling electricity to Purchaser must be satisfied.

6.5. Anticipated Commercial Operation Date: Spring 2024

Commented [SA4]: Can we be more specific? By month? This is vague since it is hard to define when they have missed the date.

7.6. Purchaser Options to Purchase System: As set forth in Section 18.b+8.b of the General Terms and Conditions.

8.7. System Installation:

Includes:	<input checked="" type="checkbox"/> System design, engineering, permitting, installation, monitoring and rebate application paperwork (if applicable). <input type="checkbox"/> Any like substantive equipment, in the sole discretion of Seller. <input type="checkbox"/> State or Utility Rebate, if any. Describe: _____
Excludes:	<ul style="list-style-type: none"> • Unforeseen groundwork (including, but not limited to, excavation/circumvention of underground obstacles), upgrades or repair to the Facility or utility electrical infrastructure, payment bonds, performance bond(s), prevailing wage construction, tree removal, or tree trimming; • Storm water drainage issues and or new storm water management systems; • Temporary Site lighting;

Commented [SA5]: If the value of the work exceeds \$50,000, State law requires a payment/performance bond. The threshold for requiring a bond will change 1/1/24 to \$150,000.

Commented [SA6]: All Illinois Projects of this size should be Prevailing Wage.

Commented [SA7R6]: Prevailing Wage Act applies to relevant projects from the first dollar.

**Exhibit 2
System Description**

1. **System Location:** [465 Airport Rd (Community Center) and 335 Airport Rd Sycamore, IL 60178 (Maintenance Building)]Address-of-Facility

Commented [SA8]: Is this the System Location, or the Facilities to be serviced with the solar generated electricity? There should be a distinction.

2. **Delivery Point:** The Point of Interconnection as depicted on the Facility and System Layout in Exhibit 2, Attachment A. [The Point of Interconnection shall be the Purchaser's meter.]

Commented [SA9]: This is the most accurate way to determine how much electricity has been delivered to the Park District.

3. **System Size (DC kW):** [218 kW DC] for 465 Airport Road and 10kW DC for 335 Airport Road, Sycamore IL
 a. Based on the final design and engineering process, Seller shall have the right to increase or decrease the size of a System by up to three percent (3%) without Purchaser's approval.

4. **Expected First Year Energy Production (kWh):** [393,366 kWh's]

a. Subject to change based on final design and engineering.

5. **Expected Structure:** [] Ground Mount [] Roof Mount [] Parking Structure [] Other

6. **Expected Module(s):**

Commented [SA10]: This should be completed before the contract is signed. There should be no provisions which are blank. They either need to be completed or expressed as not applicable.

Manufacturer/Model	Quantity
Manufacturer: [_____] or equal	Quantity:

7. **Expected Inverter(s):**

Manufacturer/Model	Quantity
Manufacturer: [_____] or equal	Quantity:
Model:	

8. **Facility and System Layout:** See Exhibit 2, Attachment A

9. **Utility:** ComEd

Exhibit 2
Attachment A:
Facility and System Layout

Commented [SA11]: I do not have this Attachment and so I cannot offer any comments or questions.

Exhibit 3
Solar Power Purchase Agreement
General Terms and Conditions

1. **Definitions and Interpretation.** Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words “include,” “includes” and “including” mean include, includes and including “without limitation.” The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.

2. **Purchase and Sale of Electricity.** Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of the electric energy generated by the System during the Initial Term and each Additional Term (each as defined in [Exhibit 1](#), and collectively the “Term”), regardless of Purchaser’s ability to use such energy. Electric energy generated by the System will be delivered to Purchaser at the Delivery Point identified on [Exhibit 2](#). Purchaser shall take title to the electric energy generated by the System at the Delivery Point, and risk of loss will pass from Seller to Purchaser at the Delivery Point. Purchaser acknowledges that Purchaser’s electric energy requirements at the Facility may exceed the output of the System, and in such event Purchaser may purchase electric energy for the Facility from other sources. Any purchase, sale and/or delivery of electric energy generated by the System prior to the Commercial Operation Date shall be treated as purchase, sale and/or delivery of limited amounts of test energy only and shall not indicate that the System has been put in commercial operation by the purchase, sale and/or delivery of such test energy. Purchaser may not resell any of the electrical energy generated by the System. For purposes of this Agreement, engaging in net metering is not deemed to be resale of energy.

3. **Term and Termination.**
 - a. **Initial Term.** This Agreement is effective as of the Effective Date. The initial term of this Agreement shall commence on the Commercial Operation Date (as defined below) and continue for the length of time specified in [Exhibit 1](#), unless earlier terminated as provided for in this Agreement (“Initial Term”). The “Commercial Operation Date” is the date Seller gives Purchaser written notice that the System is mechanically complete and capable of delivering electric energy to the Delivery Point. Such notice shall be deemed effective unless Purchaser reasonably objects within five (5) days of the date of such notice. ~~Upon Purchaser’s request,~~ Seller shall give Purchaser [progress reports upon attaining 50% and 90% completion of the System](#), copies of certificates of completion or similar documentation from Seller’s contractor and the interconnection or similar agreement with the entity authorized and required under applicable law to provide electric distribution service to Purchaser at the Facility (the “Utility”), as set forth on [Exhibit 2](#).

 - b. **Additional Terms.** If Purchaser (i) has not exercised its option to purchase the System prior to the end of the Initial Term ~~or each Additional Term~~ and (ii) desires to extend this Agreement on the terms and conditions set forth herein, Purchaser shall notify Seller at least ninety (90) days and not more than one hundred eighty (180) days prior to the expiration of the Initial Term ~~or any Additional Term, as applicable~~, of its desire to extend this Agreement for the number and length of any ~~Additional Terms specified in Exhibit 1~~ (each, an “Additional Term”)(such notice, an “Extension Notice”). Seller shall promptly determine an Energy Rate for such Additional Term based on the then fair market value of electricity, which shall be determined at such time based upon the price of electricity for an installed solar system comparable to the System, [where comparability includes consideration of age, efficiency and depreciation](#). If Purchaser agrees to the Energy Rate proposed by Seller, the Additional Term shall begin immediately upon the conclusion of the Initial Term or the then current Additional Term on the same terms and conditions as set forth in this Agreement except at the new agreed-upon Energy Rate. If Purchaser does not agree to the Energy Rate determined by Seller within thirty (30) days of Seller proposing the Energy Rate, this Agreement shall terminate at the end of the Initial Term (if the same has not been extended) or the then current Additional Term.

4. **Billing and Payment.**
 - a. **Monthly Charges.** Purchaser shall pay Seller on a monthly basis [\(in arrears\)](#) for the electric energy generated by the System and delivered to the Delivery Point at the \$/kWh rate for the applicable Contract Year (as defined below) as shown in this [Exhibit 3, Attachment A](#) (the “Energy Rate”). Purchaser shall make monthly payments [\(in arrears\)](#) for energy equal to the applicable Energy Rate multiplied by the aggregate number of kWh of energy delivered by the System during the applicable month, as measured by the System Meter. Purchaser acknowledges that Seller shall have the right for [accounting convenience](#) to apply the amount of Rent (as such term is defined in the Lease) then owed by Seller (as Tenant) to Purchaser (as Premises Owner) under the lease of the portions of the

Commented [SA12]: Has the Park District estimated how the solar energy produced by the Facility will compare to its needs? It would be terrible to be forced to pay for electricity you don’t need.

Commented [SA13]: GOOD!

Commented [SA14]: Please provide details for accounting convenience?

Facility necessary to install, operate and maintain the System (the "Lease") as a credit off-set against the monthly payments payable by Purchaser pursuant to this Section 4.a or any other amounts payable by Purchaser under this Agreement. "Contract Year" means the twelve (12) month period beginning at 12:00 AM on the Commercial Operation Date, and at 12:00 AM on each subsequent anniversary of the Commercial Operation Date, and ending at one past 11:59 PM on the day immediately preceding the next anniversary of the Commercial Operation Date; provided that the first Contract Year shall begin on the Commercial Operation Date.

Commented [SA15]: This is net billing. If you owe \$100 for electricity, and DSD owes \$50 in rent, they will bill you for the \$50 net amount, rather than exchanging payments in both directions.
Commented [SA16]: One what? One minute? One second?

b. **Monthly Invoices.** Seller shall invoice Purchaser monthly, either manually or through Automated Clearing House ("ACH") as determined by Seller. Such monthly invoices shall state (i) the amount of electric energy produced by the System and delivered to the Delivery Point, (ii) the Energy Rate applicable thereto, and other charges incurred by Purchaser under this Agreement and (iii) the total amount due from Purchaser. The Energy Rate includes ACH invoicing.

c. **Taxes.** Purchaser shall either pay or reimburse Seller for any and all taxes assessed on the generation, sale, delivery or consumption of electric energy produced by the System or the interconnection of the System to the Utility's electric distribution system, provided such taxes are measured by the amount of energy consumed or the gross sales price of such energy, but not based on Seller's income. Except as provided in the preceding sentence, Purchaser-Seller shall be responsible for and pay all Taxes which are assessed, levied, charged or imposed by any public authority against or relating to (i) the Facility and all improvements thereon (including the System), and/or (ii) the lease and other rights of use granted to Seller pursuant to the Lease. For purposes of this Section 4.c, "Taxes" means any federal, state and local tax, including ad valorem, property (real and personal), occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Seller's revenues due to the sale of energy under this Agreement, which shall be Seller's responsibility. Seller shall be responsible for taxes and duties related to purchase and importation of materials and components necessary to construct the System, taxes based on or related to income, receipts, capital or net worth of the Seller, Seller's contractors', or its subcontractors' labor and income.

Commented [SA17]: This is the cost of ownership. If you want the Environmental Attributes, you also get the Taxes. The cost of covering these expenses should be included in the cost of doing business. Moreover, the lease will create a taxable leasehold premises on otherwise tax exempt property, so Seller should pay the taxes allocable to the leasehold interest. This is how Illinois property taxes work.

d. **Payment Terms.** All amounts due under this Agreement shall be due and payable by Purchaser to Seller on the date that is thirty (30) days from Purchaser's receipt of Seller's invoice. Any undisputed portion of the invoice amount not paid within the thirty (30) day period shall accrue interest at the annual rate of two and one-half percent (2.5%) over the Prime rate, as published in the Wall Street Journal, but not to exceed the maximum rate permitted by law.

Commented [SA18]: All invoices under this PPA payable from Buyer to Seller shall be paid in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1, et seq.). All invoices due from Seller to Purchaser will be due and payable not later than forty-five (45) days after receipt (or if such day is not a Business Day then on the next Business Day) with amounts not paid by the applicable due date to accrue interest compounding at the highest rate allowed by state law. Each Party will make payments under this PPA to the account designated by the other Party. Seller shall make itself reasonably available to respond to Purchaser inquiries regarding invoices.

5. **Environmental Attributes.**

Unless otherwise specified on Exhibit 1, Seller is the owner of all Environmental Attributes (each as defined below) and is entitled to the benefit of all Tax Incentives (as defined below), and Purchaser's purchase of electricity under this Agreement does not include Environmental Attributes or the right to Tax Incentives or any other attributes of ownership and operation of the System, all of which shall be retained by Seller. Purchaser shall cooperate with Seller in obtaining, securing and transferring all Environmental Attributes and the benefit of all Tax Incentives, including by using the electric energy generated by the System in a manner necessary to qualify for such available Environmental Attributes and Tax Incentives. Purchaser shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. If any Environmental Attributes or Tax Incentives are paid directly to Purchaser, Purchaser shall immediately pay such amounts over to Seller. Notwithstanding the foregoing, Purchaser shall be entitled to participate in and retain any benefits from any net metering program of the Utility.

Commented [SA19]: What limitations apply? Does the Park District's current energy profile meet the eligibility requirements, or will the Park District have to change?

"Environmental Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (c) the reporting rights to any Governmental Authority related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Tax Incentives. Purchaser and Seller shall file all tax returns in a manner consistent with this Section 5. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates,

Commented [SA20]: The Park District does not file tax returns normally. Does the Park District now need to start filing a tax return or information return? If so, please explain. If so, it should be prepared at the Seller's expense.

emissions reduction credits, investment credits, emissions allowances, green tags, tradeable renewable credits and Green-e® products.

“**Governmental Authority**” means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or any state public utility commission or governmental body with equivalent jurisdiction to regulate sales of electric power in connection with the System), or any arbitrator with authority to bind a party at law.

“**Tax Incentives**” means any and all (a) depreciation benefits, (b) investment tax credits, (c) production tax credits and (d) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the System.

6. Conditions to Obligations.

a. **Conditions.** Seller’s obligation to install the System and sell electric energy generated by the System to Purchaser are conditioned on the completion of the following conditions to Seller’s satisfaction on or before the Outside Installation Commencement Date (as defined on **Exhibit 1**):

i. Seller shall have completed a physical inspection of the Facility including, if applicable, structural engineering and or geotechnical reviews as necessary to confirm the suitability of the Facility for the System;

(1) If subsurface excavation is necessary for the System, Seller shall have completed environmental due diligence with respect to the applicable site;

ii. Seller shall have received the Lease, any additional documents required thereunder, and any additional third-party approvals or agreements necessary for the System (such documents together with the Lease, the “**Real Property Documents**”) duly executed and delivered by Purchaser and any applicable third parties;

iii. Seller shall have received approval from Seller’s Financing Parties (as defined in [Section 23.b23-b](#)) of Purchaser and each of (A) this Agreement, (B) the Real Property Documents and (C) the Construction Agreement (if any) for the System. “**Construction Agreement**” as used in this subsection means an agreement between Seller and any contractor or subcontractor to install the System;

iv. Seller shall have received results, satisfactory to Seller, of a recent search of Purchaser’s jurisdiction of all effective UCC fixture and real property filings that have been made with respect to the Facility, and will have obtained commitment from a title company acceptable to Seller to issue a [leasehold](#) title policy with endorsements satisfactory to Seller;;

v. Seller shall have obtained confirmation from the applicable Governmental Authority that Seller will receive all applicable Environmental Attributes, incentives and Tax Incentives;

vi. Seller shall have obtained all necessary zoning, land use, environmental, building and other permits from the applicable Governmental Authority necessary for Seller to perform its obligations under this Agreement;

vii. Seller shall have executed all necessary agreements with the Utility for interconnection of the System to the Facility electrical system and/or the Utility’s electric distribution system; and

~~viii.~~ [Purchaser shall have executed all necessary agreements with the Utility for the Purchaser’s participation in the Utility’s net metering program to ensure the Purchaser receives the benefit of net metering as a result of purchasing electricity from the System; and](#)

~~Seller shall have obtained such other information or completed such other matters as are reasonable consistent with Good Solar Industry Practices prior to mobilizing for construction of the System; and~~

~~viii.~~ [ix.](#) Seller shall have received: ⁺

Commented [SA21]: I don’t like such an open-ended contingency. It gives the Seller an opportunity to simply change its mind. I recommend it be stricken.

- (1) Purchaser's approval of changes in accordance with Section 8.a;
- (2) Proof of insurance for all insurance required to be maintained by Purchaser under this Agreement; and
- (3) Written confirmation from any person holding a mortgage, lien or other encumbrance over the Facility, or any portion thereof, that such person will recognize Seller's rights to the System and under this Agreement.

Failure of Conditions. If Seller determines ~~at any time~~ not more than ten (10) days prior to the Outside Installation Commencement Date that any of the conditions listed in subsections a.i. through a.ix~~viii~~ above will not be satisfied to Seller's reasonable satisfaction prior to the Outside Installation Commencement Date, Seller may terminate this Agreement upon ten (10) days written notice to Purchaser and without any liability for such termination. If either Party delivers Notice that any of the conditions listed in subsections a.i through a.ix~~viii~~ above are not satisfied by the Outside Installation Commencement Date and Seller has not terminated this Agreement, the Parties shall attempt in good faith to negotiate new dates for the satisfaction of the failed conditions, or, if the Parties are unable to negotiate such new dates within thirty (30) days of the Outside Installation Commencement Date, either Party may terminate this Agreement upon ten (10) days written notice to the other Party and without any liability for such termination. ~~Seller has the right but, not the obligation, to terminate if the Purchaser fails to provide documents by the Outside Installation Commencement Date in subsection a.ix.1-3 and Purchaser shall pay direct costs incurred by the Seller.~~

Early Termination after the Outside Commercial Operation Date. If the System has not achieved its Commercial Operation Date within one hundred eighty (180) days of ~~f~~ the Conditions Satisfaction Date (as extended by Force Majeure events, third party delays, or as mutually agreed by the Parties) (the "**Outside Commercial Operation Date**") then either Party may terminate this Agreement upon ten (10) days written notice to the other Party and without any liability for such termination. Upon such event, Seller will remove the System and return the Facility to its original condition in accordance with Section 13 of this Agreement.

7. Seller's Rights and Obligations.

- a. **System Design and Finalization.** Seller shall design and engineer the System (i) taking into consideration Purchaser's historical electrical generation requirements, (ii) based on inspections of the Facility and studies undertaken by Seller, and (iii) in compliance with any laws, governmental approvals or roof warranty provided by Purchaser to Seller. Seller shall prepare and submit to Purchaser the draft final specifications for the System, including product data on all equipment proposed for installation, as soon as possible following the Effective Date. The description of the System design shall be incorporated into Exhibit 2. The Purchaser shall review and provide comments or approve within ten (10) business days. The Purchaser's review shall be solely programmatic in nature and shall not be Purchaser's representation or warranty that the System will perform as intended or required or comply with all applicable laws. If Seller is required to make material changes to the System design specifications set forth on Exhibit 2, then Purchaser shall have the right to review and approve such material changes prior to Seller's commencement of construction of the System; provided that Purchaser's consent to such changes will not be unreasonably withheld or delayed. If solar energy panels and other System assets documented in Exhibit 2 (such panels and System assets, "**System Equipment**") are not readily available when Seller installs the System, Seller may make substitutions of such System Equipment at Seller's sole discretion; provided Seller shall obtain Purchaser's prior consent (which may be withheld in Purchaser's sole discretion) for System Equipment substitutions that would materially affect the appearance or capacity of the System, or require a change to the Energy Rate. Upon the completion of System installation, Seller shall provide Purchaser with "as-built" drawings setting forth in detail the location of all components of the System. Purchaser and Seller agree, to the extent permitted by law, to treat such plans and specifications as well as the "as-built" drawings as Confidential Information of Seller, in accordance with Section 24.a24.a.
- b. **Permits and Approvals.** Seller shall use commercially reasonable efforts to obtain, at its sole cost and expense:
 - i. any zoning, land use, environmental, building and other permits required to construct, install and operate the System; and
 - ii. any agreements and approvals from the Utility necessary in order to interconnect the System to the Facility electrical system and/or the Utility's electric distribution system.
- c. **System Construction, Installation Repair and Maintenance.** Seller shall provide notice to Purchaser when the conditions to Seller's obligations set forth in Section 6.a have been satisfied or waived by Seller and Seller is prepared

Commented [SA22]: How old is the roof of the Park District facilities? Are the roofs still under warranty? How will Seller ensure the System is installed in a manner that won't violate the warranty?

to engage the EPC Contractor (as defined below) to commence installing the System (the “**Conditions Satisfaction Date**”). Seller or one of its affiliates (the “**EPC Contractor**”) shall construct and install the System at the Facility in accordance with Good Solar Industry Practices. Seller shall cause construction of the System to be completed within 180 days from the Conditions Satisfaction Date (as extended by Force Majeure events, third party delays, or as mutually agreed by the Parties). During the Term, Seller shall operate and perform all routine and emergency repairs to, and maintenance of, the System at its sole cost and expense, except for any repairs or maintenance resulting from Purchaser’s or its contractor’s negligence or breach of this Agreement or the Lease (if applicable). Seller shall not be responsible for any work done by parties not engaged or hired by Seller on any part of the System unless Seller authorizes that work in advance in writing. Seller shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper environmental controls or improper operation or maintenance of the System by anyone other than Seller or Seller’s contractors. If the System requires repairs for which Purchaser is responsible, Purchaser shall pay Seller for diagnosing and correcting the problem at Seller or Seller’s contractors’ then current standard rates. Seller shall provide Purchaser with reasonable seventy-two hours advance notice prior to accessing the Facility to make standard repairs. Except for emergency repairs, all access to the System will occur during the Purchaser’s regular business hours.

“**Good Solar Industry Practices**” means, with respect to the services being provided by Seller or its affiliate, or any other contractor or subcontractor pursuant to this Agreement, those practices, methods, equipment, specifications and standards of safety and performance, of which there may be more than one, and as the same may change from time to time, as are commonly provided for solar photovoltaic energy systems of a type and size similar to the System and in the same geographic region as the System that, at a particular time, in the exercise of reasonable judgment in light of the facts known at the time a decision was made, would be expected to accomplish the desired result in a manner consistent with law, regulations, codes, standards, equipment manufacturer’s recommendations, reliability, safety, environmental protection, economy and expedition.

- d. **Net Metering.** The provisions in this Section only apply if net metering is permitted by the Utility at the site. Seller shall use its commercially reasonable efforts to support Purchaser’s delivery and resale to the Utility of electrical energy through net metering in accordance with applicable laws.
- e. **System Construction and Installation Progress Reports.** Seller shall cause the EPC Contractor to keep Purchaser informed on the progress of System construction and installation in a manner and on a schedule mutually agreed upon by Seller and Purchaser. Purchaser and its authorized representative shall have the right, but not the obligation, to observe all of Seller’s work on the System. Purchaser’s observation of such work shall not be deemed a representation or warranty of acceptance of the work, that it matches the specifications or that it complies with all applicable laws.
- f. **Unexpected Site or Facility Conditions.** If, after Seller has conducted reasonable due diligence and inspection of the Facility, Seller incurs material delays or material additional costs to re-design, construct, install or maintain the System due to (i) unforeseen conditions at the Facility or as a result of third parties, (ii) unforeseen groundwork at the site (where work is not unforeseen if it could have been discovered by complying with all applicable pre-construction utility location laws) (including, but not limited to, excavation/circumvention of underground obstacles), (iii) Hazardous Substances at the site or Facility (as defined in Section 19.c.i+9.e+i), or (iv) the inaccuracy of any information provided by Purchaser and relied upon by Seller, then the Parties shall negotiate in good faith an equitable adjustment to the pricing, schedule and other terms of this Agreement to compensate Seller for the delays or costs incurred by Seller arising from such conditions. If the Parties are unable to mutually agree on such an equitable adjustment within thirty (30) days, the Seller may terminate this Agreement and the Lease upon ten (10) day’s written notice to Purchaser without any cost or liability other than its removal obligations hereunder.
- g. **Breakdown Notice.** Seller shall notify Purchaser within twenty-four (24) hours following Seller’s discovery of (i) any material malfunction in the operation of the System or (ii) an interruption in the supply of electrical energy from the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller’s repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.
- h. **Suspension.** Notwithstanding anything to the contrary herein (and without limiting Seller’s remedies under Section 1.b.i+S.b+i), Seller shall be entitled, in its sole discretion, to suspend delivery of electricity from the System to the Delivery Point (i) in the event of an emergency, including the presence of Hazardous Substances, (ii) for the purpose of maintaining and repairing the System or (iii) at the request of the Utility and, in each case of (i) through (iii) above, (a) such suspension of service shall not constitute a breach of this Agreement, (b) Seller shall have no liability for Purchaser to obtain electricity from other sources for the duration of such suspension, (c) Seller shall use commercially reasonable efforts to minimize any interruption in service to Purchaser, and (d) Purchaser will not be required to pay

Commented [SA23]: The Park District needs to make sure it can perform roof maintenance and repairs without violating the agreement. the parties need to reach agreement on whether the System will need to be removed, in whole or in part, if roof maintenance and repairs are necessary. If so, it should be at the Seller’s expense.

Commented [SA24]: See Section 6.a.viii. I made Net Metering a condition precedent of this Agreement. Otherwise, the Park District does not receive a benefit.

for any Deemed Delivered Energy during such suspension. Seller shall deliver notice of all routine maintenance and repair at least seventy-two hours in advance and shall exercise reasonable efforts to schedule such maintenance and repair to minimize any disruption of Purchaser's ordinary use of the Facility.

- i. **Use of Contractors and Subcontractors.** Seller shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement, provided, however, that such contractors and subcontractors shall (i) be duly licensed and provide any work in accordance with Good Solar Industry Practices and (ii) use commercially reasonable efforts to perform obligations under this Agreement while minimizing disruption to Purchaser's business and operations. Notwithstanding the foregoing, Seller shall continue to be responsible for the quality of the work performed by its contractors and subcontractors. Seller shall cause each of its contractors and subcontractors to maintain the same insurance Seller is required to maintain hereunder and to indemnify and hold harmless the Purchaser to the same extent as Seller.
- j. **Liens and Payment of Contractors and Suppliers.** Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement and shall keep the Facility free and clear of any liens related to such charges, except for those liens which Seller is permitted by law to place on the Facility following non-payment by Purchaser of amounts due under this Agreement. Seller shall indemnify Purchaser for all claims, losses, damages, liabilities and expenses resulting from any third-party liens filed against the Facility or any portion thereof in connection with such charges; provided, however, that Seller shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the Facility or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Facility.

~~Warranty Disclaimer. NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. THE WARRANTY SET FORTH IN THIS AGREEMENT SHALL BE PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM REGARDING DEFECTS IN WORKMANSHIP, ANY SYSTEM EQUIPMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.~~

8. **Purchaser's Rights and Obligations.**

- a. **System Design and Finalization.** In accordance with Section 7.a, Purchaser shall have the right to review and approve (i) material changes, if any, to the System design specifications set forth on **Exhibit 2** prior to Seller's commencement of System construction and (ii) System Equipment substitutions that would materially affect the appearance or capacity of the System, or require a change to the Energy Rate. With respect to (i) and (ii) in the preceding sentence, Purchaser shall promptly review the applicable information and respond to Seller without unreasonable delay.
- b. **Cooperation.** Purchaser shall (i) provide Seller and its subcontractors, consultants, agents and representatives with reasonable access to the Facility for the purpose of designing the System, including conducting related inspections and studies, and accessing relevant documents, materials and records of Purchaser in conjunction with such activities, (ii) cooperate with Seller's reasonable requests for information and access to the Facility for purposes of designing and installing the System and (iii) cooperate with all of Seller's requests to assist Seller in obtaining any necessary agreements, permits and approvals pursuant to Section 7.b. Purchaser's failure to provide such cooperation which continues more than fifteen (15) days after written demand from Seller shall be a default under this Agreement subject to Section ~~1.c+5.e~~.
- c. **Maintenance of Facility.** Purchaser shall, at all times at Purchaser's sole cost and expense, maintain the Facility (including, without limitation, the applicable portions of the roof and raceways and risers of the Facility) in good condition and repair and in a manner sufficient to support the System. ~~Regardless of whether maintenance and repairs are made in the ordinary course or in an emergency, all maintenance and repairs shall be carried out in a manner that minimizes the impact on the System.~~ Purchaser is fully responsible for the maintenance and repair of the Facility's electrical system and of all of Purchaser's equipment that utilizes the System's outputs. Except in the event of Purchaser's scheduled outages ("permitted failures"), a failure of the Facility to accept energy produced by the System (whether due to a failure in Purchaser's electrical system, maintenance or otherwise) ~~(each an "unpermitted failure")~~ will not excuse Purchaser from paying Seller for the energy production of the System that, in Seller's reasonable estimation as provided below, would have been delivered to Purchaser from the operation of the System in the absence of an unpermitted failure of the Facility to accept the energy produced and delivered by the System and compensating

Commented [SA25]: Maintenance and repair of the Facility shall have priority.

Seller for lost revenues or other benefits from Environmental Attributes and Tax Incentives from such energy, including any Environmental Attributes and Tax Incentives already claimed but subject to recapture (and any fees and penalties associated with such recapture) (“**Deemed Delivered Energy**”). Seller’s estimation of energy production for the purposes of determining the Deemed Delivered Energy will be based on (a) past energy output delivery by the System during a similar period and under similar conditions if such information is available or (b) if such information is not available, based upon ~~any other relevant information or bases which may reasonably be available to Seller and used for such purpose in the circumstances and consistent with Good Solar Industry Practices~~ Purchaser’s most recently ascertainable average electrical consumption for the preceding twelve months multiplied by the term of the unpermitted failure. Purchaser shall promptly notify Seller of any condition at the Facility of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System.

- d. **No Alteration of Facility.** ~~Purchaser shall not make any alterations or repairs to the Facility which could adversely affect the operation and maintenance of the System without Seller’s prior written consent.~~ If Purchaser wishes to make ~~such any~~ alterations or repairs to the Facility, including alterations or repairs to he roof, Purchaser shall give prior written notice to Seller, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Seller ~~the opportunity~~ thirty (30) days to advise Purchaser in making such alterations or repairs in a manner that avoids damage to the System, but, notwithstanding any such advice, Purchaser shall be responsible for all damage to the System caused by Purchaser’s or its contractor’s negligence or breach of this Agreement or the Lease. To the extent that temporary disconnection or removal of the System is necessary for Purchaser to perform such alterations or repairs, such work and any replacement of the System after completion of Purchaser’s alterations and repairs, shall be done by Seller or its contractors at ~~Purchaser’s-Seller’s~~ cost, and Purchaser shall pay Seller for Deemed-Delivered Energy during any time that the System is not operating due to such disconnection. All of Purchaser’s alterations and repairs shall be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.
- e. **Interconnection and Net Metering.** Purchaser shall be entitled to participate in and retain any benefits from any net metering program of the Utility. ~~If Purchaser elects to participate in a net metering program,~~ Purchaser shall (i) sign all documentation required for net metering, (ii) ensure that the Facility remains interconnected to the Utility grid at all times to maintain net metering, (iii) not take any action, or fail to take any action, which prevents net metering, and (iv) comply with all applicable laws required for net metering.
- f. **Liens.** Except in accordance with Section 23.a23-a, Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. Purchaser shall immediately notify Seller in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim. Purchaser shall indemnify Seller for all claims, losses, damages, liabilities and expenses resulting from any third-party liens filed against the System or any portion thereof caused by Purchaser’s work; provided, however, that Purchaser shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the System or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the System, ~~shall promptly cause the same to be discharged and released of record without cost to Seller, and shall indemnify Seller against all costs and expenses (including reasonable attorneys’ fees) incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim.~~
- g. **Security.** Purchaser shall be responsible for using commercially reasonable efforts to maintain the physical security of the Facility and the System against known risks ~~and risks that should have been known by Purchaser~~. Purchaser shall not conduct activities on, in or about the Facility that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System. Notwithstanding the foregoing, Purchaser is not acting as an insurer of the System and is not responsible for any loss or damage resulting from the intentional misconduct or gross negligence of a third party.
- h. **Tenant Purchaser Notices.** If Purchaser is a lessor of the Facility (including any ground lease underlying a Facility), Purchaser shall provide to Seller immediate written notice of (i) receipt of notice of eviction from the Facility, (ii) termination of Purchaser’s lease of the Facility, and (iii) a breach of any of the Real Property Documents that could reasonably be expected to lead to an eviction if such breach was not cured.
- i. **Insolation.** Purchaser understands that unobstructed access to sunlight (“**Insolation**”) is essential to Seller’s performance of its obligations and a material term of this Agreement. Purchaser shall not in any way cause ~~and, where possible, shall not in any way permit~~ any interference with the System’s Insolation and shall not construct or install,

Commented [SA26]: Net metering is a condition of proceeding with this Agreement. See 6.a.viii.

~~or knowingly permit to be constructed or installed~~, any alterations, modifications or improvement to the Facility or any other property owned or controlled by Purchaser or an affiliate of Purchaser that interferes with or blocks the System's Insolation. In addition to the foregoing, Purchaser shall not permit the growth of its own foliage that interferes with or blocks System's Insolation. If Purchaser becomes aware of any activity or condition that could diminish the Insolation of the System, Purchaser shall notify Seller immediately and shall cooperate with Seller, to the extent within its control, in preserving the System's existing Insolation levels. The Parties agree that (i) reducing Insolation would irreparably injure Seller, (ii) such injury may not be adequately compensated by an award of money damages, and (iii) Seller is entitled to seek specific enforcement of this Section 8.i against Purchaser.

- j. **Data Line.** Purchaser shall provide Seller access to a high speed internet data line that meets Seller's minimum performance requirements during the Term to enable Seller to receive and monitor data regarding electric energy generation and other System information, including site level energy load data. Seller shall pay for its own high-speed Internet service. If Purchaser fails to provide access to such high speed internet data line, or if such line ceases to function and is not repaired, Seller may reasonably estimate the amount of electric energy that was generated and invoice Purchaser for such amount in accordance with Section 4.
- k. **Breakdown Notice.** Purchaser and Seller shall notify Seller-the other within twenty-four (24) hours following the discovery ~~by Purchaser~~ of (i) any material malfunction in the operation of the System; or (ii) any occurrences that could reasonably be expected to adversely affect the System. Purchaser and Seller shall notify Seller-the other immediately upon discovery of (i) an interruption in the supply of electrical energy from the System; or (ii) the discovery of an emergency condition respecting the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.
- l. **OSHA Compliance.** Purchaser and Seller will each ensure that all applicable OSHA requirements and other similar applicable safety laws or codes are adhered to in its performance under this Agreement.

9. **Change in Law.**

"Change in Law" means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit; in each case after the Effective Date of this Agreement (notwithstanding the general requirements contained in any applicable permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation); or (iii) a change in any Utility rate schedule or tariff approved by any Governmental Authority after the Effective Date of this Agreement which, in the case of any of (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or other performance of Seller's obligations hereunder and which has a material adverse effect on the cost to Seller of performing such obligations.

If any Change in Law occurs that (a) is generally applicable to similarly situated electric generating facilities and (b) increases the capital, financing, operating or maintenance costs of the System, or otherwise has a material adverse effect on the cost to Seller of performing its obligations under this Agreement, then the Parties shall negotiate in good faith an equitable adjustment to the Energy Rate to compensate Seller for such increased costs over the remainder of the Term. If the Parties are unable to mutually agree on such an equitable adjustment within thirty (30) days, then Seller or Purchaser may terminate this Agreement and the Lease upon ten (10) day's written notice to Purchaser or Seller without any cost or liability other than its removal obligations hereunder.

10. **Relocation of System.**

If Purchaser ceases to conduct business operations at the Facility, or otherwise vacates the Facility prior to the expiration of the Term, Purchaser shall have the option to (a) terminate this Agreement and the Lease upon ten (10) day's written notice to Seller without any cost or liability, or (b) provide Seller with a mutually agreeable substitute premises located within the same Utility district as the terminated System or in a location with similar Utility rates and Insolation, in each case reasonably acceptable to Seller. Purchaser shall provide written notice to Seller at least sixty (60) days but not more than one hundred eighty (180) days prior to the date that ~~it wants to make this substitution~~ plans to cease operations or otherwise vacate the Facility. If applicable, ~~The Parties shall negotiate in good faith the terms and conditions of such System relocation, including the costs of relocation and any necessary adjustments to the Energy Rate for redesign or Insolation. Purchaser's inability to provide a substitute facility for relocation of the System on terms acceptable to Seller will be treated as a Default Event by Purchaser pursuant to Section 15.a.iv.~~

11. **[Reserved].**

Commented [SA27]: I will only recommend this remedy if the Park District is not responsible for third party actions as I have modified this paragraph.

Commented [SA28]: Can the Park District provide a high-speed internet line?

12. **[Reserved]**13. **Removal of System at Expiration or Earlier Termination.**

Upon the expiration or earlier termination of the Lease (provided Purchaser does not exercise its purchase option), Seller shall, at its expense, remove all of its tangible property comprising the System from the Facility on a mutually convenient date, but in no event later than one hundred and eighty (180) days after the expiration of the Term; provided, however, Purchaser shall bear all costs and expenses of Seller's removal of the System if removal is necessary due to a Default Event of Purchaser. Excluding ordinary wear and tear, the Facility shall be returned to its original condition including the removal of the System; provided, however, Seller shall not be required to remove (i) any supports, canopies, anchors, penetrations, conduits or other similar ancillary equipment which were installed by Seller if, in Seller's Purchaser's reasonable judgment, the removal of such supports, anchors, penetrations, conduits or other similar ancillary equipment would cause harm and damage to the Facility; and (ii) any underground foundations or underground or buried conduits and cabling installed by Seller on or about the Facility. In no case shall Seller's installation or removal of the System affect the integrity of Purchaser's roof, which shall be as leak proof as it was prior to installation or removal of the System and shall be flashed and/or patched to existing roofing manufacturer specifications. Seller shall leave the Facility in neat and clean order. If Seller fails to remove or commence substantial efforts to remove the System by such agreed upon date, but in no event later than one hundred and eighty (180) days after the expiration of the Term, Purchaser shall have the right, at its option, to remove the System to a public warehouse and restore the Facility to its original condition (other than ordinary wear and tear) at Seller's cost. Purchaser shall provide sufficient space at no expense to Seller for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal. Purchaser shall bear no responsibility for any loss or damage to any of Seller's tools, materials, equipment, vehicles, trailers or facilities which are stored or staged on Purchaser's property.

14. **Metering, Measurement and Ownership of Data.**

- a. **System Metering and Measurement.** Seller shall install one or more revenue grade bidirectional meter(s) (the "**System Meter**"), as Seller deems appropriate, at or immediately before the Delivery Point to measure the output of the System, as provided in the System design in **Exhibit 2**. The System Meter shall (i) meet the general commercial standards of the solar photovoltaic industry or the required standard of the Utility and (ii) provide and preserve a continuous flow of data to Seller twenty-four (24) hours per day. Seller shall maintain the System Meter in accordance with industry standards. If the System Meter's operation is interrupted at any time for any reason, or is found to be inaccurate and in need of repair or replacement, Purchaser will pay invoices to Seller using the Deemed Delivered Energy estimation process for such period of interruption, or for the period from the last test of the affected System Meter that shows it to have been operating properly through the date upon which the System Meter is corrected.
- b. **Consumption Metering and Measurement.** Seller, or an affiliate of Seller, may install one or more revenue grade meter(s) or similar equipment and such other equipment to support the revenue grade meter(s) (the "**Consumption Meter**") at the Facility to measure the energy use at the Facility, as Seller deems appropriate. The Consumption Meter shall (i) meet the general commercial standards of the solar photovoltaic industry or the required standard of the Utility and (ii) shall provide and preserve a continuous flow of data to Seller twenty-four (24) hours per day. Seller shall install and maintain the Consumption Meter in accordance with industry standards.
- c. **Ownership of System Meter Data; License of Consumption Meter Data.** Seller shall own all data generated by the System Meter (the "**System Meter Data**"). Purchaser hereby grants to Seller and Seller's affiliates an irrevocable, exclusive license to collect and use all data generated by the Consumption Meter (the "**Consumption Meter Data**," and together with the System Meter Data, the "**Meter Data**") throughout the Term.
- d. **Use of Meter Data.** Purchaser acknowledges that Seller may copy, reproduce, alter, aggregate, use, distribute and make available to third parties Meter Data to perform its obligations hereunder and otherwise to further its business purposes, including for research and development, data analysis, marketing, and to improve upon, develop and offer new products and service offerings, provided that if Seller distributes or makes available Meter Data to third parties that are not affiliates of Seller, such Meter Data shall be in a format that is aggregated and anonymized and does not directly or indirectly identify Purchaser or the Facility.
- e. **Production Guarantee:** Seller shall provide a production guarantee equal to 85% of each year's projected System output calculated by Seller using HelioScope and PV Syst software based on the final System design for the System Size stated in Section 5.7. Exhibit 4F shows the preliminary projected twenty-five (25) year solar production of the System, which Exhibit F shall not be binding on Seller or Buyer and instead shall be updated once the final capacity of the System has been finally determined pursuant to the terms of this Agreement. System production for the

Commented [SA29]: What if there is a conflict between the System Meter and the Consumption Meter? Or with the Utility Meter?

Commented [SA30]: The System should provide 85% of the Facility's electrical demand to ensure that the Park District does not have to pay for more energy than it consumes.

guarantee will be evaluated on an annual basis, said evaluation to be prepared by an auditor agreed to by the Parties and at Seller's expense, and each year Buyer will be compensated for the cumulative shortfall for all years in an amount determined by multiplying i) the cumulative shortfall in kWh times ii) the difference between a) the Purchaser's avoided utility rate (including avoided supply, delivery, taxes and fees) on its most recent utility invoice; and b) the Purchaser's actual purchase price for the electricity produced by the System, and then subtracting the cumulative shortfall compensation payments to Purchaser in all prior years. The Parties pre-approve Progressive Business Solutions LLC as the initial auditor for the first annual evaluation.

15. Default, Remedies and Damages.

a. Default. Any Party, or the Party specifically indicated below, as applicable, that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed a "**Defaulting Party**" and each event of default shall be a "**Default Event**":

- i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the other Party (the "**Non-Defaulting Party**") of such failure to pay;
- ii. failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (A) the Defaulting Party initiates such cure within the thirty (30) day period and diligently and continuously continues performs such cure to completion and (B) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Default Event;
- iii. if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
- iv. Purchaser loses its rights to occupy the Facility;

Purchaser ceases to conduct business operations at the Facility unless Purchaser and Seller agree on terms of a relocation of the System pursuant to Section 10;

- v. a Party, or its guarantor, becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect;

Purchaser prevents Seller from installing the System or Purchaser otherwise performs or fails to perform in a way that prevents the delivery of electric energy from the System. Such Default Event shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement; or

- vi. the Lease is terminated for any reason, other than the election by Seller (exercised in Seller's sole discretion) or Seller otherwise loses its rights to occupy the Premises (as defined in the Lease) or any of the easements granted pursuant to the Lease for reasons other than Seller default.

- vii. Purchaser fails to provide Seller with access to, on, over, under and across the Facility for the purposes of (a) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; or (b) performing all of Seller's other obligations under this Agreement and exercising any rights under the Lease.

b. Remedies.

- i. Remedies for Defaults. On the occurrence of a Default Event, the Non-Defaulting Party may pursue any remedy under this Agreement, at law or in equity, including an action for damages and termination of this Agreement or suspension of performance of its obligations under this Agreement, upon five (5) days prior written notice to the Defaulting Party following the occurrence of the Default Event. If Purchaser is the

Commented [SA31]: This is covered by par. (ii).

Commented [SA32]: This is covered by par. (ii).

~~Defaulting Party, then Seller may, in its sole discretion and upon not less than ten (10) days written notice to Purchaser, cease providing electric energy generated from the System to Purchaser and elect to continue to generate electric energy from the System and sell such energy to the Utility or a third party (such sale a “Third Party Energy Sale”) during the continuance of Purchaser’s Default Event. If Seller elects to proceed with a Third Party Energy Sale, (A) Seller shall be entitled to modify the System as Seller deems necessary to accommodate the Third Party Energy Sale, and (B) Seller shall be entitled to pursue an action for damages including, without limitation, lost revenue due to realization of a price per kWh in such Third Party Energy Sale that is lower than the then effective Energy Rate. Nothing herein shall limit either Party’s right to collect damages upon the occurrence of a breach or a default by the other Party that does not become a Default Event. The Non-Defaulting Party shall have a duty to mitigate damages.~~

- ii. Seller Remedies Upon Termination for Purchaser Default. ~~If Purchaser is the Defaulting Party, then Seller may, in its sole discretion and upon not less than ten (10) days written notice to Purchaser, cease providing electric energy generated from the System to Purchaser and elect to continue to generate electric energy from the System and sell such energy to the Utility or a third party (such sale a “Third Party Energy Sale”) during the continuance of Purchaser’s Default Event. If Seller elects to proceed with a Third Party Energy Sale, (A) Seller shall be entitled to modify the System as Seller deems necessary to accommodate the Third Party Energy Sale, and (B) Seller shall be entitled to pursue an action for damages including, without limitation, lost revenue due to realization of a price per kWh in such Third Party Energy Sale that is lower than the then effective Energy Rate.~~ If Purchaser is the Defaulting Party and Seller terminates this Agreement, Seller may, in its sole discretion and upon not less than ten (10) days prior written notice to Purchaser, cease providing electric energy generated from the System to Purchaser and demand that Purchaser pay a termination payment to Seller (the “**Purchaser’s Termination Payment**”). If Purchaser does not pay the Purchaser’s Termination Payment to Seller within ten (10) business days of Seller’s demand for such payment, Seller may, in its sole discretion, elect to pursue a Third Party Energy Sale for the unexpired Term and pursue an action for damages including, without limitation, lost revenue due to realization of a lower price per kWh in such Third Party Energy Sale. For the avoidance of doubt, Seller’s right to pursue a Third Party Energy Sale shall survive termination of this Agreement. The Purchaser’s Termination Payment shall be in accordance with **Exhibit 5.4**. In addition to Purchaser’s Termination Payment, Purchaser shall also be liable for Seller’s costs for System removal ~~and the value of any Environmental Attributes or Tax Incentives recaptured (and any fees and penalties associated with such recapture) as a result of the termination.~~ The Parties agree that actual damages to Seller in the event this Agreement terminates prior to the expiration of the Term as the result of a Default Event by Purchaser would be difficult to ascertain, and the Purchaser’s Termination Payment is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement. The Purchaser’s Termination Payment shall not be less than zero.
- iii. Purchaser Remedies Upon Termination for Seller Default. If Seller is the Defaulting Party and Purchaser terminates this Agreement, then Seller shall remove the System within one hundred eighty (180) days of the termination date in accordance with Section 13 herein. ~~If Seller is the Defaulting Party, Purchaser may elect to pursue the purchase of energy from the Utility or an alternate retail electric supplier (such purchase a “Third Party Energy Purchase”) during the continuance of Seller’s Default. If Purchase terminates the Agreement or elects to proceed with a Third Party Energy Purchase, Purchaser shall be entitled to pursue an action for damages including, without limitation, the excess costs due to a realization of a price per kWh in such Third Party Energy Purchase that is higher than the then effective Energy Rate.~~
- c. Purchaser Default Prior to Commercial Operation Date. If Purchaser fails to perform its obligations under this Agreement, including Purchaser’s cooperation obligations under Section 8.b, prior to the Commercial Operation Date and such failure continues for ten (10) days after notice thereof by Seller to Purchaser then, without limiting any remedy Seller may have under this Agreement or at law or in equity, Seller may terminate this Agreement upon notice to Purchaser and Purchaser shall pay to Seller all of Seller’s costs and expenses incurred through the date of termination, including Seller’s costs of inspecting the Facility, designing the System and any procurement and installation work on the System through the date of termination.

16. Representations and Warranties.

- a. General Representations and Warranties. Each Party represents and warrants to the other the following as of the Effective Date and the Conditions Satisfaction Date:
- i. Organization; Authority; Enforceability. Such Party is duly organized, validly existing and in good standing under the laws of the ~~jurisdiction of its formation~~ State of Illinois; the execution, delivery and performance

by such Party of this Agreement has been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and does not violate any law; and this Agreement is a valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).

- ii. Approvals; Compliance with Laws. Such Party has obtained all permits, licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws (including Environmental Laws) that relate to this Agreement in all material respects.
- iii. Consent to Venue. Such Party irrevocably and voluntarily consents to the jurisdiction of the courts having primary jurisdiction over DeKalb County, Illinois.
- iv. Neither the execution and delivery of this Agreement by Purchaser such Party nor the performance by Purchaser such Party of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser such Party is a party or by which Purchaser such Party or the Facility is bound.
- v. Economic Sanctions and Anti-Money Laundering.
 - (1) Purchaser Each Party and its affiliates are and for the life of this Agreement shall remain in full compliance with all applicable AML Measures and Sanctions Measures (as defined below);
 - (2) Neither Purchaser nor Seller nor any of its or their affiliates: (i) operate or do business relating to, or are organized under the laws of, an Embargoed Territory (as defined below); or (ii) for the life of this Agreement shall operate or do business relating to, or be organized under the laws of, an Embargoed Territory;
 - (3) Neither Purchaser nor Seller nor any of its or their affiliates are Sanctioned Persons (as defined below);
 - (4) No monies that Purchaser pays to Seller exchanged by the Parties under or in connection with this Agreement shall derive from: (i) an Embargoed Territory or a Sanctioned Person; (ii) activity in which a U.S. legal entity is generally forbidden to engage under Sanctions Measures; or (iii) any other unlawful activity including, without limitation, activity that can constitute a predicate offense under an AML Measure; and
 - (5) Seller Each Party shall have the right to suspend or terminate and forgo performance under this Agreement if: (i) Purchaser the other Party breaches or is in default with respect to this Section 16.b.iii16.ab.v; or (ii) Purchaser the other Party or any of its affiliates become a Sanctioned Person.

- b. **Purchaser's Representations and Warranties.** Purchaser represents and warrants to Seller the following as of the Effective Date and the Conditions Satisfaction Date:

Ownership of Facility and Other Agreements. ~~Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser or the Facility is bound.~~

- i. Accuracy of Information. All information provided by Purchaser to Seller, as it pertains to the Facility's physical configuration, Purchaser's planned use of the Facility, and Purchaser's estimated electricity requirements, is accurate in all material respects.
- ii. Purchaser Status. Purchaser is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.

iii. No Pool Use. No electricity generated by the System will be used to heat a swimming pool.

Commented [SA33]: Park District – Please confirm!

~~iv.i. Economic Sanctions and Anti-Money Laundering.~~

~~(1) Purchaser and its affiliates are and for the life of this Agreement shall remain in full compliance with all applicable AML Measures and Sanctions Measures (as defined below);~~

~~(2)(1) Neither Purchaser nor any of its affiliates: (i) operate or do business relating to, or are organized under the laws of, an Embargoed Territory (as defined below); or (ii) for the life of this Agreement shall operate or do business relating to, or be organized under the laws of, an Embargoed Territory;~~

~~(3)(1) Neither Purchaser nor any of its affiliates are Sanctioned Persons (as defined below);~~

~~(4)(1) No monies that Purchaser pays to Seller under or in connection with this Agreement shall derive from: (i) an Embargoed Territory or a Sanctioned Person; (ii) activity in which a U.S. legal entity is generally forbidden to engage under Sanctions Measures; or (iii) any other unlawful activity including, without limitation, activity that can constitute a predicate offense under an AML Measure; and~~

~~(5)(1) Seller shall have the right to suspend or terminate and forgo performance under this Agreement if: (i) Purchaser breaches or is in default with respect to this Section 16.b.v.; or (ii) Purchaser or any of its affiliates become a Sanctioned Person.~~

Field Code Changed

The following definitions shall apply with respect to this Section 16.b.iii+6.ab.v:

“**AML Measure**” means the USA PATRIOT Act or any other statute, executive order, regulation or other legal measure that imposes anti-money laundering legal requirements.

“**Sanctioned Person**” means (i) an individual who or entity that is on the OFAC List of Specially Designated Nationals and Blocked Persons or other list of sanctioned persons administered by OFAC, authorities of the European Union, or one or more of its member states; or (ii) an entity that is, directly or indirectly, at least fifty percent (50%) owned by one or more persons encompassed by clause (i) to the extent that Purchaser knows or has reason to know about such ownership circumstances.

“**OFAC**” means the Office of Foreign Assets Control of the U.S. Department of the Treasury.

“**Sanctioned Person**” means (i) an individual who or entity that is on the OFAC List of Specially Designated Nationals and Blocked Persons or other list of sanctioned persons administered by OFAC, authorities of the European Union, or one or more of its member states; or (ii) an entity that is, directly or indirectly, at least fifty percent (50%) owned by one or more persons encompassed by clause (i) to the extent that Purchaser knows or has reason to know about such ownership circumstances.

“**Sanctions Measure**” means any statute, executive order, regulation or other legal measure that is administered by OFAC or that otherwise imposes legal requirements relating to embargoes or other economic sanctions.

~~v.iv. Hazardous Substances.~~ Except as disclosed to Seller, there are no Hazardous Substances that exist in the areas on or near the Facility where Seller or its subcontractors will undertake to install, operate, maintain or repair the System.

17. System and Facility Damage and Insurance.

a. System and Facility Damage.

i. Seller’s Obligations. If the System is damaged or destroyed by casualty of any kind or any other occurrence other than by Force Majeure (as defined in Section 22.a22.a) or Purchaser’s gross negligence or willful misconduct, Seller shall promptly repair and restore the System to its pre-existing condition; provided, however, that (A) if the System is damaged or destroyed as a result of Purchaser’s or its contractor’s gross negligence or breach of this Agreement willful misconduct, such repair and restore of the System shall be at Purchaser’s cost as provided in Section Error! Reference source not found.7.e. and (B) if more than fifty

percent (50%) of the System is destroyed during the last five (5) years of the Initial Term ~~or during any Additional Term~~, Seller shall not be required to restore the System, but may instead terminate this Agreement, unless Purchaser agrees (i) to pay for the cost of such restoration of the System or (ii) to purchase the System "AS-IS" at the Fair Market Value (as defined in [Section 18.c+8.e](#)) of the System. ~~If the Purchaser elects to purchase the System, Seller shall assign, turnover and remit to Purchaser all insurance proceeds resulting from the damage or destruction of the System.~~

- ii. Purchaser's Obligations. If the Facility is damaged or destroyed by casualty of any kind or any other occurrence other than [by Force Majeure \(as defined in Section 22.a\)](#) or Seller's gross negligence or willful misconduct, such that the operation of the System and/or Purchaser's ability to accept the electric energy produced by the System are materially impaired or prevented, Purchaser shall promptly repair and restore the Facility to its pre-existing condition; provided, however, that if more than fifty percent (50%) of the Facility is destroyed during the Initial Term, Purchaser may elect either (A) to restore the Facility or (B) [terminate the Agreement without any further obligation, to pay the Purchaser's Termination Payment and all other costs previously accrued but unpaid under this Agreement and thereupon terminate this Agreement; provided further, that if Purchaser elects to restore the Facility under part \(A\), Purchaser shall be responsible for Deemed Delivered Energy from the date of the casualty or other occurrence until such time as the restoration of the Facility is completed.](#)

b. **Insurance Coverage.** At all times during the Term, Seller and Purchaser shall maintain the following insurance:

- i. Seller's Insurance. Seller shall maintain (A) property insurance on the System covering "All Risks" perils for the full replacement cost of the System, except the perils of flood, earthquake and Windstorms (as defined in Seller's insurance policy), which will be subject to annual aggregates applying to the System in amounts to be determined by Seller, (B) commercial general liability insurance with coverage of at least \$2,000,000 per occurrence and \$2,000,000 annual aggregate, [including coverage for products and completed operations and personal and advertising injury](#), (C) where applicable, employer's liability insurance [subject to a limit of no less than \\$500,000 for bodily injury by accident per accident/\\$500,000 for bodily injury by disease per employee/\\$1,000,000 for bodily injury by disease policy limit, with coverage of at least \\$1,000,000](#) and (D) where applicable, [statutory workers' compensation insurance covering all employees of Seller, as required by the laws of the State in which the Facility is located as required by law; and \(E\) business interruption insurance covering Seller's operation of the System.](#)

- ii. Purchaser's Insurance. Purchaser shall maintain (A) commercial general liability insurance for the Facility with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (B) property insurance on the Facility covering "All Risks" perils in an amount equal to the full replacement cost of the Facility; (C) [business interruption insurance covering Purchaser's operations at the Facility; and \(D\) workers' compensation insurance covering all employees of Purchaser, as required by the laws of the State in which the Facility is located, and employers' liability coverage subject to a limit of no less than \\$500,000 for bodily injury by accident per accident/\\$500,000 for bodily injury by disease per employee/\\$1,000,000 for bodily injury by disease policy limit.](#)

c. **Policy Provisions.** All insurance policies provided hereunder shall (i) contain a provision whereby the insurer agrees to give the Party not providing the insurance (A) not less than ten (10) days written notice before the insurance is cancelled or terminated as a result of non-payment of premiums, or (B) not less than thirty (30) days written notice before the insurance is otherwise cancelled or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII ~~as to Policy Holder's Rating~~ in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other Party. Each party shall name the other party as additional insured as respects commercial general liability and employers liability. ~~Each party shall waive its rights of subrogation against the other party on all required policies including workers compensation where allowable by law.~~

d. **Certificates.** ~~Prior to Seller commencing work, Seller shall deliver to Purchaser certificates of insurance evidencing the above required coverage. Purchaser may, but is not obligated to, prohibit Seller from entering the property or performing work on the System until Seller delivers evidence of the insurance required herein.~~ Upon the other Party's request each Party shall deliver to the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.

e. **Deductibles.** Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party

Commented [SA34]: Does the Park District carry this type of insurance? If not, this should be stricken.

shall be responsible for the payment of its own deductibles.

18. Ownership; Option to Purchase.

- a. **Ownership of System.** Throughout the Term, Seller shall be the legal and beneficial owner of the System at all times, including all Environmental Attributes, and Seller shall be entitled to the benefit of all Tax Incentives of the System, and the System shall remain the personal property of Seller and shall not attach to or be deemed a part of, or fixture to, the Facility notwithstanding that certain portions of the System may otherwise qualify as fixtures due to the manner of installation of the System. Each of Seller and Purchaser agree that Seller (or the designated assignee of Seller permitted under [Section 2323](#)) is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Agreement. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. ~~The Seller may not cause or allow any party having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the System to record such interest against the Facility or any of Purchaser's real property. Each of Seller and Purchaser agree that any of the Seller's creditors may not enforce any of Seller's debt against Purchaser, Purchaser's Facility or any of Purchaser's real property.~~ Purchaser covenants that it shall use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the Facility on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Facility which could reasonably be construed as prospectively attaching to the System as a fixture of the Facility, Purchaser shall provide a disclaimer or release from such lienholder. If Purchaser is the fee owner of the Facility, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Facility in the office where real estate records are customarily filed in the jurisdiction where the Facility is located. If Purchaser is not the fee owner, Purchaser shall obtain such consent from such owner. Without limiting the generality of the foregoing, Purchaser hereby waives any statutory or common law lien that it might otherwise have in or to the System or any part thereof ~~and agrees that, notwithstanding the occurrence of a Default Event by Purchaser under this Agreement beyond all applicable notice and cure periods (including those granted to Financing Parties), Seller or any Financing Party (or its designee) shall own and may remove the System from the Facility at any time.~~
- b. **Option to Purchase.** At the end of the tenth (10th) Contract Year, ~~each anniversary of the Effective Date after the tenth Contract Year~~ and at the end of the Initial Term ~~or each Additional Term~~ (each such date a "Purchase Option Date"), so long as Purchaser is not in default under this Agreement, Purchaser may purchase the System from Seller for a purchase price equal to the Fair Market Value (as defined in [Section 18.c18-e](#)) of the System as of the Purchase Option Date. Purchaser must provide a notification to Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the Purchase Option Date, and the purchase shall be completed on or before the Purchase Option Date, ~~or such other date mutually agreed upon by the Parties.~~
- c. **Determination of Fair Market Value.** "Fair Market Value" means the ~~greatest-lesser~~ of: (i) the amount that would be paid in an arm's length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition, ~~depreciation~~ and performance of the System and advances in solar technology, ~~provided that installed equipment shall be valued on an installed basis, shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the valuation, taking into account the present value of all associated future income streams expected to arise from the operation of the System for the remaining useful life of the System, including but not limited to the expected price of electricity, Environmental Attributes, and Tax Incentives and factoring in future avoided costs and expenses associated with the System and assuming the System is able to generate revenue for the then remaining term of the Agreement at a price equal to the then applicable Energy Rate and thereafter for the remaining useful life of the System at a price equal to the then fair market price for energy~~ and (ii) Purchaser's Termination Payment. The Parties shall select a mutually acceptable nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System based on the formulation set forth herein, and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. Upon purchase of the System, Purchaser shall assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, and Seller shall have no further liabilities or obligations hereunder. ~~Seller shall assign any manufacturer warranties and service contracts, except those which are declined by the Purchaser.~~

Commented [SA35]: The Seller can always exercise the remedies provided for a Purchaser Default. This sentence is not necessary.

Commented [SA36]: Why not just let the appraiser make an opinion of value based on the appraiser's experience and expertise? These conditions make it seem like the Purchaser is buying the business instead of the equipment. Since the Purchaser is NOT buying the business, the revenue should not count towards valuation of the equipment.

19. **Indemnification.**

- a. **General.** Each Party (the “**Indemnifying Party**”) shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the “**Indemnified Parties**”), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys’ fees (collectively, “**Liabilities**”) resulting from any ~~third party~~ actions relating to the breach of ~~any representation or warranty set forth in Section 16~~ this Agreement and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the ~~gross~~ negligent acts or omissions of, the willful misconduct of, fraud by, or criminal ~~acts~~ by the Indemnifying Party (or its contractors, agents or employees); provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the gross negligent acts or omissions of, the willful misconduct of, fraud by, or criminal acts by the Indemnified Party; ~~provided further, however, that nothing in this Section is intended to modify the limitations of Seller’s liability set forth in Section 20.~~ This ~~Section 19.a+9.a~~ Section 19.a+9.a however, shall not apply to liability arising from any form of Hazardous Substances or other environmental contamination, such matters being addressed exclusively by Section 19.c+9.e.
- b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a “**Claim**”), as soon as possible upon the actual receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party ~~may will~~ assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys’ fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim ~~within a reasonable time in a manner resulting in prejudice to the Indemnified Party’s rights and defenses.~~ Neither Party shall settle any Claim covered by this ~~Section 19.b+9.b~~ Section 19.b+9.b unless it has obtained the prior written consent of the ~~other Indemnified~~ other Indemnified Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall have no liability under this ~~Section 19.b+9.b~~ Section 19.b+9.b for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party.
- c. **Environmental Indemnification.** Seller shall indemnify, defend and hold harmless all of Purchaser’s Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Facility of any Hazardous Substance (as defined in ~~Section 19.c.i+9.e.i~~ Section 19.c.i+9.e.i) to the extent deposited, released, spilled or otherwise caused by Seller or any of its contractors or agents. Purchaser shall indemnify, defend and hold harmless all of Seller’s Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Facility of any Hazardous Substance (as defined in Section 19.c.i) to the extent deposited, released, spilled or otherwise ~~caused by Seller or any of its contractors or agents, arising out of or relating to the existence at, on, above, below or near the Facility of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents.~~ Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Facility generally or any deposit, spill or release of any Hazardous Substance.
- i. “**Hazardous Substance**” means any chemical, waste or other substance (A) which now or hereafter becomes defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollution,” “pollutants,” “regulated substances,” or words of similar import under any Environmental Laws, (B) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (C) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (D) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (E) for which remediation or cleanup is required by any Governmental Authority.
- ii. “**Environmental Law**” means any applicable federal, state, municipal or local law, statute, rule, regulation, ordinance, code, judgment, decree or decision implementing any of the foregoing by any Governmental Authority relating to (A) the protection of the air, water, land or natural resources or (B) the generation, use, handling, treatment, storage, disposal and transportation of Hazardous Substances.

20. Limitations of Liability.

- a. **No Consequential Damages.** EXCEPT WITH RESPECT TO PAYMENT OF PURCHASER'S TERMINATION PAYMENT, OR IN CONNECTION WITH THIRD-PARTY INDEMNIFICATION CLAIMS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT.
- b. **Actual Damages.** ~~Seller's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement shall not exceed an amount equal to [] (such amount, the "Seller Liability Cap"). The provisions of this Section 20.b shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise. Any action against Seller must be brought within one (1) year after the cause of action accrues.~~

TO THE EXTENT ENFORCEABLE UNDER APPLICABLE LAW, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR SELLER TO ENTER INTO THIS AGREEMENT.

21. Dispute Resolution.

- a. **Negotiation.** The Parties, through their respective senior management, shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "**Dispute**") within twenty (20) business days after the date that a Party gives written notice of such Dispute to the other Party. Notwithstanding the foregoing, the Parties shall not be required to engage in dispute resolution prior to enforcing any remedies for an Event of Default.
- b. **Arbitration.** ~~In the event any Dispute is not settled to the mutual satisfaction of the Parties pursuant to Section 21.a21.a above, the Dispute shall then be settled by civil litigation, final, binding arbitration pursuant to the U.S. Federal Arbitration Act, 9 U.S.C. Section 1 et seq., in accordance with the American Arbitration Association Commercial Arbitration Rules. The Parties shall mutually select one arbitrator. In the event the Parties are unable to agree on an arbitrator, an arbitrator will be appointed by the American Arbitration Association in accordance with its rules. All arbitration proceedings will take place New York, New York. The arbitrator will be entitled to award monetary and equitable relief, including specific performance and other injunctive relief; provided, however, that only damages allowed pursuant to this Agreement may be awarded. Except as otherwise expressly provided in this Section 21.b, each Party will bear the expenses of its own counsel and will jointly bear the expenses of the arbitrator. The Parties agree that the arbitrator will include, as an item of damages, the costs of arbitration, including reasonable legal fees and expenses, incurred by the prevailing party if the arbitrator determines that either (i) the non-prevailing Party did not act in good faith when disputing its liability hereunder to the prevailing Party or when initiating a claim against the prevailing Party; or (ii) the prevailing Party has had to resort to arbitration with respect to a substantially similar claim more than twice in any thirty-six (36) month period. Should it become necessary to resort or respond to court proceedings to enforce a Party's compliance with this Section 21.b, such proceedings will be brought in accordance with Section 26.a below. If the court directs or otherwise requires compliance herewith, then all costs and expenses, including reasonable attorneys' fees incurred by the Party requesting such compliance, will be reimbursed by the non-complying Party to the requesting Party.~~

22. Force Majeure.

- a. "**Force Majeure**" means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the Utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.

- b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.
- e. ~~Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event that solely impacts Purchaser's ability to make payment.~~
- d.c. ~~If a Force Majeure event continues for a cumulative period of one hundred and eighty (180) days or more, consecutive or otherwise, within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, the Party not claiming the Force Majeure event shall have the right to terminate this Agreement without fault or further liability to either Party (except with respect to amounts accrued but unpaid prior to termination).~~

23. Assignment and Financing.

- a. **Assignment.** This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, Seller may, without the prior written consent of Purchaser, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party, (ii) directly or indirectly assign this Agreement and the System to an affiliate or subsidiary of Seller that (s) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to those contemplated by this Agreement, or will contract with parties who have such experience and (t) has the financial capability to maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement, (iii) ~~assign this Agreement and the System to any entity through which Seller is obtaining financing or capital for the System~~ (iv) assign this Agreement and the System to any person succeeding to all or substantially all of the assets of Seller (provided that Seller shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of Seller's obligations hereunder by the assignee according to a Transfer and Assumption Agreement reasonably acceptable to Purchaser) and (v) assign this Agreement and the System to any assignee that (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to those contemplated by this Agreement, or will contract with parties who have such experience and (y) has the financial capability to maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement, provided that Seller shall be released from liability hereunder as a result of such assignment only upon assumption of Seller's obligations hereunder by the assignee according to a Transfer and Assumption Agreement reasonably acceptable to Purchaser. ~~In the event of any such assignment, Seller shall be released from all its liabilities and other obligations under this Agreement.~~ However, any assignment of Seller's rights and/or obligations under this Agreement shall not result in any change to Purchaser's rights and obligations under this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.
- b. **Financing.** The Parties acknowledge that Seller may obtain construction and long-term financing or other credit support from one or more Financing Parties. "**Financing Parties**" means a person or persons providing construction or permanent financing to Seller in connection with construction, ownership, operation and maintenance of the System ~~or, if applicable, any person to whom Seller has transferred the ownership interest in the System.~~ Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with an assignment pursuant to ~~Section 23.a23.a,~~ and within five (5) business days after receipt of a written request by Seller, Purchaser agrees to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to Purchaser and such Financing Parties.
- c. **Successor Servicing.** The Parties further acknowledge that in connection with any construction or long term financing or other credit support provided to Seller or its affiliates by Financing Parties, that such Financing Parties may require that Seller or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the System and/or administrative services with respect to this Agreement (the "**Successor**

Commented [SA37]: Clause (i) already includes a Financing Party, so this option is redundant and unnecessary.

Provider”). Purchaser agrees to accept performance from any Successor Provider so appointed so long as such Successor Provider performs in accordance with the terms of this Agreement.

24. Confidentiality and Publicity.

- a. **Confidentiality.** If either Party provides confidential information, ~~including this Agreement,~~ business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Purchaser’s business (“**Confidential Information**”) to the other Party or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other Party, the receiving Party shall, ~~to the extent permitted by law:~~ (i) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (ii) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement, including but not limited to obtaining financing for the System. Notwithstanding the above, (A) a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, “**Representatives**”), and affiliates, potential lenders and purchasers, and potential assignees of this Agreement (provided and on condition that such potential assignees be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information), and (B) Meter Data shall be considered Confidential Information of Seller and not Purchaser, subject to Seller’s obligations with respect to Meter Data as set forth in ~~Section 14.c14.b.~~ Any recipient of Confidential Information pursuant to clause (A) above shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. ~~The terms of this Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Section 24.a, except as set forth in Section 24.b.~~ All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party’s need for it has expired or upon the request of the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this ~~Section 24.a24.a~~ by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of this ~~Section 24.a24.a~~. To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this ~~Section 24.a24.a~~, but shall be in addition to all other remedies available at law or in equity.
- b. **Permitted Disclosures.** Notwithstanding any other provision in this Agreement, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed ~~to a Governmental Authority~~ under applicable law or pursuant to a validly issued subpoena, (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law. ~~The Parties agree that Purchaser is a public body, as defined by Illinois law, and that Purchaser’s compliance with the Freedom of Information Act and Open Meetings Act shall be considered permitted disclosures and not result in a breach of Section 24.a.~~

Commented [SA38]: All contracts are public records under Illinois law. We cannot withhold the contract. Plus, it has to be acted upon during a public meeting.

25. **Goodwill and Publicity.** Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. Neither Party shall make any press release or public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of Environmental Attributes and any related reporting rights. Notwithstanding the foregoing, Purchaser may, without Seller’s consent, issue promotional or advertising materials regarding Purchaser’s use of solar or renewable energy that do not identify Seller or any of its affiliates.

26. Miscellaneous Provisions

- a. **Choice of Law.** ~~This Agreement will be governed by the laws of the State of New York, including Sections 5-1401 and 5-1402 of the New York General Obligations Law, without giving effect to conflict of laws principles that would cause the laws of another jurisdiction to apply to this Agreement.~~

Commented [SA39]: This PPA will be governed by the laws of the State of Illinois without giving effect to principles of conflicts of laws. The Parties agree that the venue for any legal proceedings between them shall be the Circuit Court of DeKalb County, Illinois, Sixteenth Judicial Circuit, State of Illinois.

Commented [SA40R39]: AGREED!

- b. ~~**Attorneys' Fees.** The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.~~
- c. **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either Party may specify in writing. Each Party shall deem a document faxed, emailed or electronically sent in PDF form to it as an original document. Any notices sent via e-mail shall not be effective unless such notice is promptly followed by written notice in the manner provided for herein.
- d. **Further Assurances.** Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.
- e. **Right of Waiver.** Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time (other than with respect to and/or relating to the obligation to make any payment due under this Agreement); provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Purchaser or Seller shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.
- f. **Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller shall have the right to terminate this Agreement without further liability, and Seller shall remove the System in accordance with Section 1.34.3 of this Agreement.
- g. **Service Contract.** The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser shall not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the System.
- h. **No Partnership.** No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.
- i. **Full Agreement, Modification, Invalidity, Counterparts, Captions.** This Agreement, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the

Commented [SA41]: If any action brought in law or equity with respect to this PPA, the losing Party shall pay to the prevailing Party a reasonable sum for attorneys' and experts' fees and costs incurred in bringing or defending such action or proceeding (at trial and on appeal) and/or enforcing any judgment granted therein. The prevailing Party shall be determined as the Party prevailing by seventy-five percent (75%) or more of damages or relief sought in any action brought pursuant to this PPA.

same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.

- j. **Forward Contract.** The transaction contemplated under this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.
- k. **No Third Party Beneficiaries.** Except for assignees, Financing Parties, and Successor Providers permitted under [Section 2323](#), this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.
- l. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, [Section 07k](#) (Warranty Disclaimer), [Section 1343](#) (Removal of System at Expiration), [Section 1.b45-b](#) (Remedies), [Section 1.c46](#) (Representations and Warranties), [Section 17.b47.b](#) (Insurance Coverage), [Section 049](#) (Indemnification), [Section 20](#) (Limitations of Liability), [Section 21](#) (Dispute Resolution), [Section 2424](#) (Confidentiality and Publicity), [Section 26.a26.a](#) (Choice of Law), [Section 26.b26.b](#) (Attorneys’ Fees), [Section 26.c26.e](#) (Notices), [Section 26.i26.f](#) (Non-Dedication of Facilities), [Section 26.g26.g](#) (Service Contract), [Section 26.h26.h](#) (No Partnership), [Section 26.i26.i](#) (Full Agreement, Modification, Invalidity, Counterparts, Captions) and [Section 26.k26.k](#) (No Third Party Beneficiaries). The Parties acknowledge that if the Lease continues to be in full force and effect after the termination of this Agreement, the provisions of this Agreement that are cross-referenced in the Lease shall survive termination of this Agreement. Notwithstanding anything to the contrary herein, Purchaser acknowledges and agrees that a termination of this Agreement (whether pursuant to the terms thereof or otherwise) shall not affect the rights of Seller under the Lease or otherwise result in a termination of the Lease, and (x) Seller shall nonetheless have the right to maintain the System at the Facility, and (y) Seller shall have the right to sell the power produced by the System, or any portion of such power, directly to the grid, and Purchaser shall, if requested by Seller or any utility provider to which Seller grants the right to construct, own, operate and maintain such utility at the Facility as provided under the Lease, execute a utility interconnection agreement or other documents to permit Seller to interconnect the System to the electrical system of the Facility and transmit power to the utility or utilities either directly or through the electrical system of the Facility, and sell such power to the utility provider or a third party in a Third Party Energy Sale; provided, however, that (i) Purchaser’s failure to execute any such agreement shall not invalidate or void any rights granted by Seller to such Utility pursuant to the preceding sentence, and (ii) in furtherance of the foregoing obligations of Purchaser, Purchaser hereby appoints Seller as Purchaser’s true and lawful attorney-in-fact, in its name or in Seller’s name, with full power and authority to enter into any such agreement for and on behalf of Purchaser and to bind Purchaser to the terms of any such agreement, which power of attorney is coupled with an interest and shall be irrevocable.

Exhibit 3
Attachment A
Prices for Initial Term

1. Energy Payment Rate for the first Contract Year shall be \$0.0650/kWh, with prices in subsequent years provided below.

Contract Year	\$ per kWh
1	\$0.0650
2	\$0.0650
3	\$0.0650
4	\$0.0650
5	\$0.0650
6	\$0.0650
7	\$0.0650
8	\$0.0650
9	\$0.0650
10	\$0.0650
11	\$0.0650
12	\$0.0650
13	\$0.0650
14	\$0.0650
15	\$0.0650
16	\$0.0650
17	\$0.0650
18	\$0.0650
19	\$0.0650
20	\$0.0650
21	\$0.
22	\$0.
23	\$0.
24	\$0.
25	\$0.

2. The Energy Payment Rates above were calculated based on the following assumptions:
- a. IPA SREC Price = \$66.59 (2023-2024 REC Prices)
 - b. 30% Federal Investment Tax Credit is applicable for benefit of Seller
 - c. Section 179 Depreciation value is applicable for benefit of Seller
 - d. Annual Escalator of 0%

Commented [SA42]: If there is no annual escalator, the chart above should show the same rate for the entire term.

End of Exhibit 3

Exhibit 4
Expected Annual Production
(weather adjusted assuming 0.5% for each contract year)

<u>Contract Year</u>	<u>Expected Annual Production</u>	<u>85% Production Guarantee</u>
<u>1</u>		
<u>2</u>		
<u>3</u>		
<u>4</u>		
<u>5</u>		
<u>6</u>		
<u>7</u>		
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Year	Expected Production (kWh)	85% Production Guarantee (kWh)
1	393,366	334,361
2	391,399	332,689
3	389,442	331,026
4	387,495	329,371
5	385,557	327,724
6	383,630	326,085
7	381,712	324,455
8	379,803	322,833
9	377,904	321,218
10	376,014	319,612
11	374,134	318,014
12	372,264	316,424
13	370,402	314,842
14	368,550	313,268
15	366,708	311,701
16	364,874	310,143
17	363,050	308,592
18	361,234	307,049
19	359,428	305,514
20	357,631	303,986
21	355,843	302,467
22	354,064	300,954
23	352,293	299,449
24	350,532	297,952
25	348,779	296,462

Commented [SA43]: Remove Years 21-25.

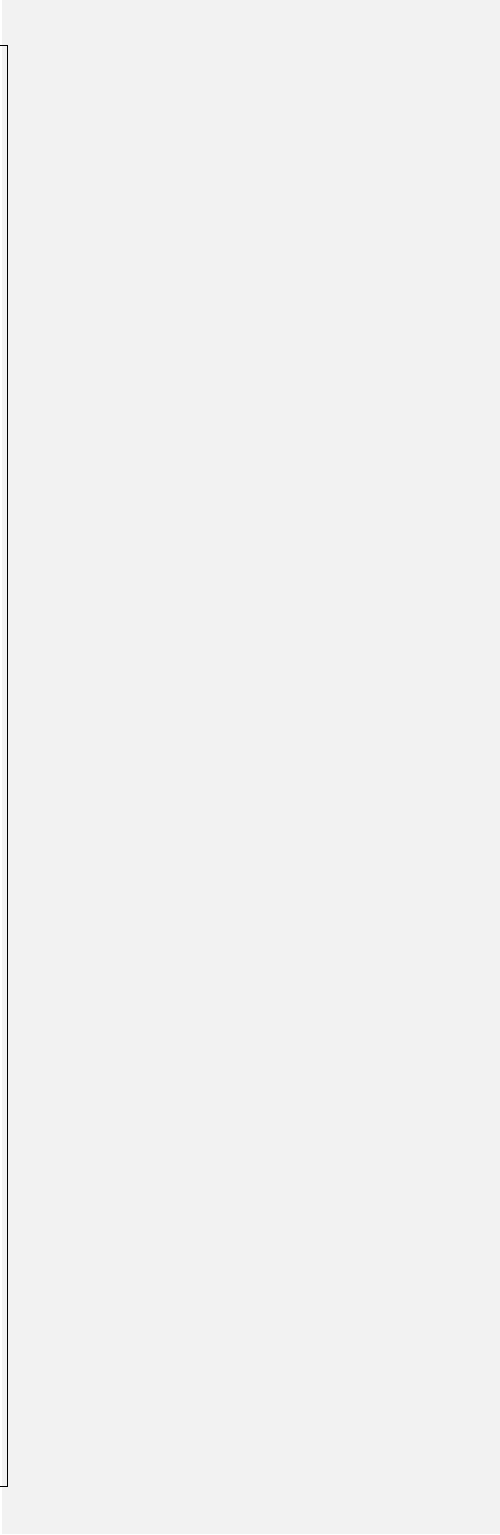
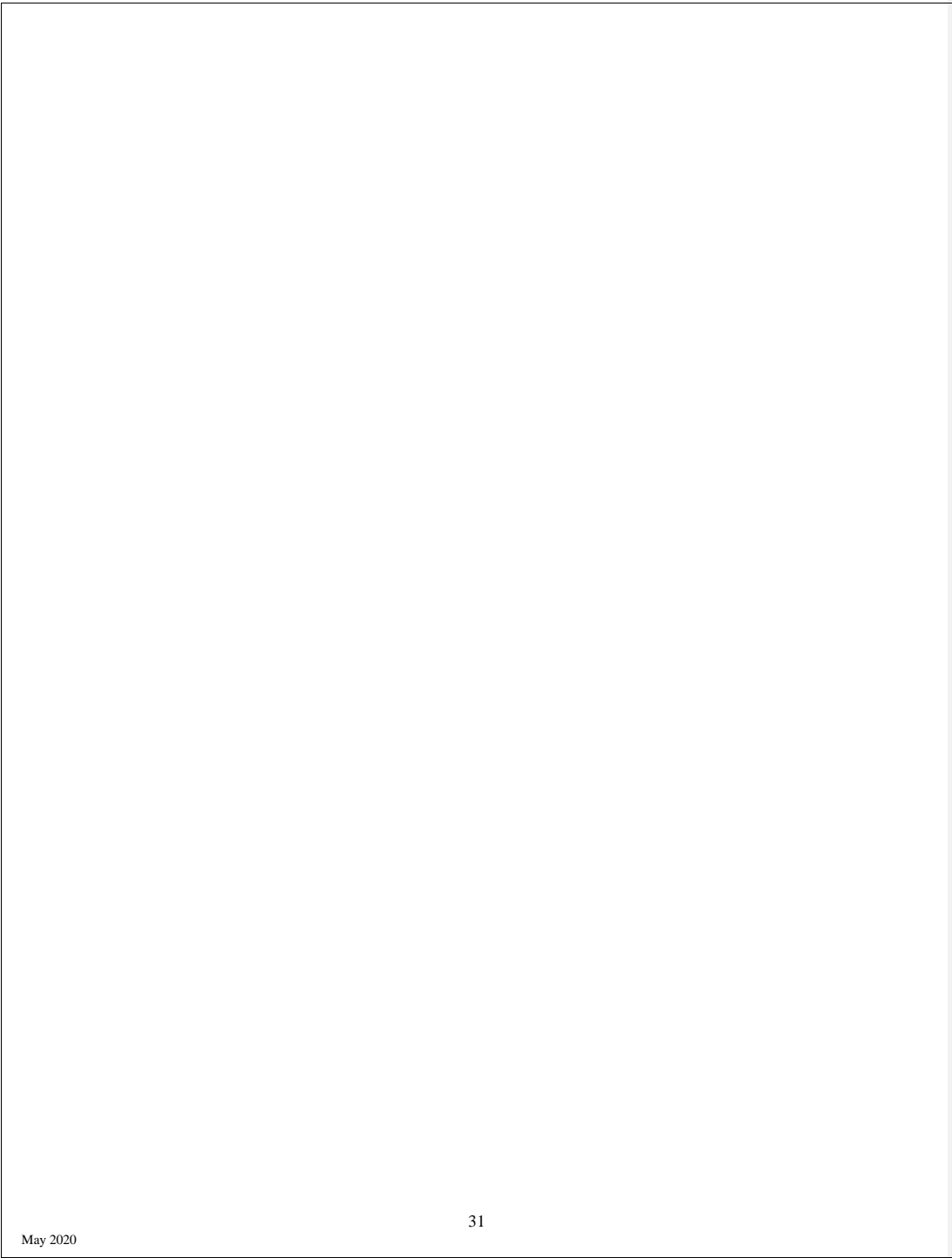
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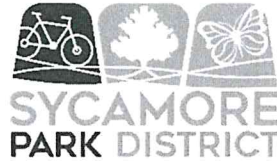
Exhibit 5
Exhibit 4
Purchaser's Termination Payment Schedule

Contract Year	Termination Value
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
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25	

Exhibit 65

Legal Description of Facility Real Property





Board of Commissioners
Date of Board Meeting: July 23, 2023

STAFF RECOMMENDATION AND INFORMATION

AGENDA ITEM:

Park and Construction updates

BACKGROUND INFORMATION:

Great Western Trail:

- We have rescinded the previous offer to F & G grain and resubmitted an offer for \$158K which is what the updated appraisal came back as, since we do not have to move the guy wire. F & G indicated they are good with the new offer and will be bringing to their board for approval.
- Ibarra is still in mediation with American Survey and has not accepted the \$.85 increase. However, the owner is interested in selling and will be speaking with their spouse to finalize the sale information.

Reston Ponds:

- Bid has been awarded we are awaiting the final information from Elliot Wood to get the project started.

Riverside Parking:

- Three port-a-johns were burned and totaled as well as part of the enclosure around it. The cement pad and surrounding asphalt were also destroyed. We agreed to pay half of the amount of the damage totaling \$2,485.00.

FISCAL IMPACT:

STAFF RECOMMENDATION:

PREPARED BY: Jonelle Bailey, Executive Director

EXECUTIVE DIRECTOR REVIEW/APPROVAL: BOARD ACTION:



Board of Commissioners

Date of Board Meeting: July 25, 2023

STAFF RECOMMENDATION

AGENDA ITEM:

North Grove Playground Project

BACKGROUND INFORMATION:

After meeting with the neighborhood group for North Grove Park, a final rendering was decided upon. It will be posted on the park district website.

We have also received the cost estimate for this design. We need Board approval to proceed and add the project to our master plan. We also need an approved resolution for the grant process.

We are seeking an OSLAD grant to offset costs.

FISCAL IMPACT: \$696,742.84

STAFF RECOMMENDATION: Approval of the project, resolution, and overall cost of the project, subject to award of the OSLAD grant.

PREPARED BY: Jonelle Bailey, Executive Director

EXECUTIVE DIRECTOR REVIEW/APPROVAL:

BOARD ACTION:

OSLAD24 - Applicant Resources

By checking the box below, I acknowledge that I have read the instructions and understand the required steps to complete the Budget Template and Performance Plan Template. *

I understand

Applicant Certification

By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, Section 1001)

(*The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding opportunity. If a NOFO was not required for the award, the state agency will specify required assurances and certifications as an addendum to the application.

Applicant Certification *

I agree

OSLAD24 - Environmental Assessment Statement & CERP Form

By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, Section 1001)

(*The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity. If a NOFO was not required for the award, the state agency will specify required assurances and certifications as an addendum to the application.

I agree

Acquisition Certification

For the Project Site(s) planned for development:

- Enter parcel #,
- Month and year title was transferred to local agency
- the method of acquisition for each project parcel
 - For parcels **acquired within the last two years** - attach a separate sheet describing the method of purchase. Give a history of negotiations and any applicable relocation assistance provided.
 - For parcels **acquired more than two (2) years ago** - see instructions below regarding "Acquisition Certification" portion of the form.

Parcel Acquisition History

Parcel Number	Date Acquired	Purchase Price	Acquisition Method (Negotiated Price, Condemnation, Donation)

Does this development project involve land acquired more than 2 years prior to the application submittal BUT after January 2, 1971?

YES

NO

**Sycamore Park District
North Grove Park**

For parcels acquired more than two (2) years ago, the local agency must certify one of the following items below:

- 1) The acquisition proceeded in accordance with the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" (P.L. 91-646)
- 2) The acquisition occurred prior to January 2, 1971
- 3) At the time of acquisition or last known displacement there was no intention or plans on the part of the local agency to apply for OSLAD development grant assistance

Chief Elected Official - Name * _____

Chief Elected Official - Title * _____

Date * _____

Sign: _____

By: _____

Title: _____

Date: _____

Resolution of Authorization

Resolution

The Sycamore Park District hereby certifies and acknowledges that it has the sufficient funds necessary (includes cash and value of donated land) to complete the pending OSLAD project, North Grove Park, within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois IDNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

It is understood that the project must be completed within the timeframe established. The OSLAD timeframe is two years as is specified in the project agreement. The Billing Certification Statement must be submitted within 45 days of the grant expiration date and the last reimbursement request must be submitted within one year of the grant expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant.

Acquisition and Development Projects

It is understood that the project must be completed within the timeframe established. The OSLAD timeframe is two years as is specified in the project agreement. The Billing Certification Statement must be submitted within 45 days of the grant expiration date and the last reimbursement request must be submitted within one year of the grant expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant.

The Sponsor further acknowledges and certifies that it will comply with all terms, conditions and regulations of

- 1) the Open Space Lands Acquisition and Development (OSLAD) program (17 IL Adm. Code 3025);
- 2) the Illinois Grant Funds Recovery Act (30 ILCS 705);
- 3) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable;
- 4) the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.);
- 5) Title VI of the Civil Rights Act of 1964, (P.L. 83-352);
- 6) the Age Discrimination Act of 1975 (P.L. 94-135);
- 7) the Civil Rights Restoration Act of 1988, (P.L. 100-259); and
- 8) the Americans with Disabilities Act of 1990 (PL 101-336);

and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property acquired with OSLAD assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the OSLAD programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR, and that development at the site will commence within 3 years.

BE IT FURTHER PROVIDED that the Sponsor certifies to the best of its knowledge that the information provided within the attached application is true and correct.

Resolution Adoption Date: * _____

Attested by (Name): * _____

Attested by (Title): * _____

Attestation Date: * _____

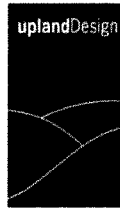


North Grove Park OSLAD Master Plan
 Sycamore Park District

Prepared Date: 07/20/2023
 Project #1130

Summary

OSLAD	Difference
Picnic Area	\$ 157,030.50
Native Savannah Trail	\$ 108,487.64
Challenge Course	\$ 128,035.13
5-12 and 2-5 Playground	\$ 243,082.25
Basketball Court	\$ 34,940.58
Game Area	\$ 25,166.75
Total Cost	\$ 696,742.84



North Grove Park OSLAD
Sycamore Park District

Prepared Date: 07/20/2023
Project #1092

Master Plan

Picnic Area				
PROJECT COMPONENTS	QUANTITY	UNIT	COST	EXTENSION
Site Preparation				
General Conditions	1	LS	\$ 3,659.00	\$ 3,659.00
Site Preparation, Earthwork, Grading and Removals	12	CY	\$ 65.00	\$ 780.00
Undercut and PGE	25	CY	\$ 65.00	\$ 1,625.00
Stormwater Pollution Prevention Measures	1	LS	\$ 7,500.00	\$ 7,500.00
Site Improvements				
Concrete Paving	324	SF	\$ 12.00	\$ 3,888.00
Site Furniture shall be purchased by Contractor, Contractor shall take delivery and fully install.				
Green Roof Shelter	1	EA	\$ 96,250.00	\$ 96,250.00
Picnic Table	3	EA	\$ 1,462.60	\$ 4,387.80
ADA Picnic Table	1	EA	\$ 1,462.60	\$ 1,462.60
Landscape and Lawn Restoration				
Ornamental Tree	4	EA	\$ 550.00	By Owner
Lawn Restoration - Seed and Blanket	1012	SY	\$ 6.00	\$ 6,072.00
SubTotal				\$ 125,624.40
15% contingency				\$ 18,843.66
A/E Design Fees				\$ 12,562.44
TOTAL				\$ 157,030.50

Native Savannah Trail				
PROJECT COMPONENTS	QUANTITY	UNIT	COST	EXTENSION
Site Preparation				
General Conditions	1	LS	\$ 2,528.00	\$ 2,528.00
Site Preparation, Earthwork, Grading and Removals	293	CY	\$ 65.00	\$ 19,045.00
Undercut and PGE	150	CY	\$ 65.00	\$ 9,750.00
Site Improvements				
Asphalt Paving	131	SY	\$ 48.00	\$ 6,288.00
Asphalt Paving - Continuation of Existing Trail	198	SY	\$ 48.00	\$ 9,504.00
Concrete Paving	301	SF	\$ 12.00	\$ 3,612.00
Crushed Limestone Paving - Trail	515	SY	\$ 20.00	\$ 10,291.11
Concrete Stairs and Railing	14	LF	\$ 350.00	\$ 4,900.00
Park Welcome Signage	2	EA	\$ 6,500.00	\$ 13,000.00
Landscape and Lawn Restoration				

Shade Tree	11	EA	\$ 650.00	By Owner
Evergreen Tree	15	EA	\$ 650.00	By Owner
Ornamental Tree	9	EA	\$ 550.00	By Owner
Prairie Establishment - Seed and Blanket	1	ACRE	\$ 6,500.00	By Owner
Lawn Restoration - Seed and Blanket	1312	SY	\$ 6.00	\$ 7,872.00
SubTotal				\$86,790.11
15% contingency				\$ 13,018.52
A/E Design Fees				\$ 8,679.01
TOTAL				\$108,487.64

Challenge Course				
PROJECT COMPONENTS	QUANTITY	UNIT	COST	EXTENSION
Site Preparation				
General Conditions	1	LS	\$ 2,900.00	\$ 2,900.00
Site Preparation, Earthwork, Grading and Removals	104	CY	\$ 65.00	\$ 6,760.00
Site Improvements				
Curb at Playground	329	LF	\$ 28.00	\$ 9,212.00
Engineered Wood Fiber Surfacing	2783	SF	\$ 3.50	\$ 9,740.50
Challenge Course Equipment shall be purchased by Owner, Contractor shall take delivery and fully install.				
Challenge Course Equipment	1	LS	\$ 63,300.00	\$ 63,300.00
Site Furniture shall be purchased by Contractor, Contractor shall take delivery and fully install.				
Bench	1	EA	\$ 1,107.60	\$ 1,107.60
Underdrainage				
4" Perf SDR26 Underdrainage	189	LF	\$ 22.00	\$ 4,158.00
4" Solid SDR26 Underdrainage	50	LF	\$ 22.00	\$ 1,100.00
Drain Cleanout	1	EA	\$ 550.00	\$ 550.00
Mitered Drain	1	EA	\$ 750.00	\$ 750.00
Landscape and Lawn Restoration				
Shade Tree	3	EA	\$ 650.00	By Owner
Lawn Restoration - Seed and Blanket	475	SY	\$ 6.00	\$ 2,850.00
SubTotal				\$ 102,428.10
15% contingency				\$ 15,364.22
A/E Design Fees				\$ 10,242.81
TOTAL				\$ 128,035.13

5-12 and 2-5 Playground				
PROJECT COMPONENTS	QUANTITY	UNIT	COST	EXTENSION
Site Preparation				
General Conditions	1	LS	\$ 5,608.00	\$ 5,608.00
Site Preparation, Earthwork, Grading and Removals	221	CY	\$ 65.00	\$ 14,365.00
Site Improvements				
Curb at Playground	394	LF	\$ 28.00	\$ 11,032.00
Sloped Concrete Entry	184	SF	\$ 12.50	\$ 2,300.00
Engineered Wood Fiber Surfacing	5768	SF	\$ 3.50	\$ 20,188.00
Playground Equipment shall be purchased by Owner, Contractor shall take delivery and fully install.				
5-12 Structure	1	LS	\$ 120,700.00	\$ 120,700.00
2-5 Structure	1	LS	\$ -	\$ -
Swings	1	LS	\$ -	\$ -
Site Furniture shall be purchased by Contractor, Contractor shall take delivery and fully install.				
Bench	3	EA	\$ 1,107.60	\$ 3,322.80
Underdrainage				
4" Perf SDR26 Underdrainage	550	LF	\$ 22.00	\$ 12,100.00
4" Solid SDR26 Underdrainage	15	LF	\$ 22.00	\$ 330.00
Drain Cleanout	2	EA	\$ 550.00	\$ 1,100.00
Connection to Existing Drainage	2	LS	\$ 750.00	\$ 1,500.00
Landscape and Lawn Restoration				
Shade Tree	3	EA	\$ 650.00	By Owner
Lawn Restoration - Seed and Blanket	320	SY	\$ 6.00	\$ 1,920.00
SubTotal				\$ 194,465.80
15% contingency				\$ 29,169.87
A/E Design Fees				\$ 19,446.58
TOTAL				\$ 243,082.25

Basketball Court				
PROJECT COMPONENTS	QUANTITY	UNIT	COST	EXTENSION
Site Preparation				
General Conditions	1	LS	\$ 814.00	\$ 814.00
Site Preparation, Earthwork, Grading and Removals	117	CY	\$ 65.00	\$ 7,605.00
Site Improvements				
Asphalt Paving	175	SF	\$ 48.00	\$ 8,400.00
Asphalt Color Coat	175	SF	\$ 20.00	\$ 3,500.00
Site Furniture shall be purchased by Contractor, Contractor shall take delivery and fully install.				
Bench	2	EA	\$ 1,107.60	\$ 2,215.20
Basketball Hoop	1	EA	\$ 4,122.26	\$ 4,122.26
Landscape and Lawn Restoration				
Shade Tree	1	EA	\$ 650.00	By Owner
Lawn Restoration - Seed and Blanket	216	SY	\$ 6.00	\$ 1,296.00
SubTotal				\$ 27,952.46
15% contingency				\$ 4,192.87
A/E Design Fees				\$ 2,795.25
TOTAL				\$ 34,940.58

Game Area				
PROJECT COMPONENTS	QUANTITY	UNIT	COST	EXTENSION
Site Preparation				
General Conditions	1	LS	\$ 586.00	\$ 586.00
Site Preparation, Earthwork, Grading and Removals	21	CY	\$ 65.00	\$ 1,365.00
Site Improvements				
Concrete Paving	541	SF	\$ 12.00	\$ 6,492.00
Site Furniture shall be purchased by Contractor, Contractor shall take delivery and fully install.				
Bench	2	EA	\$ 1,107.60	\$ 2,215.20
Game Table	2	EA	\$ 3,244.70	\$ 6,489.40
Baggo Game Set	1	SET	\$ 1,689.80	\$ 1,689.80
Landscape and Lawn Restoration				
Shade Tree	3	EA	\$ 650.00	By Owner
Lawn Restoration - Seed and Blanket	216	SY	\$ 6.00	\$ 1,296.00
SubTotal				\$ 20,133.40
15% contingency				\$ 3,020.01
A/E Design Fees				\$ 2,013.34
TOTAL				\$ 25,166.75

Grand Total \$ 696,742.84
 Base Bid Budget \$ 700,000.00
 Difference \$ 3,257.16