



Sycamore Park District
 Regular Board Meeting
 August 22, 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: July 25, 2023 (Voice Vote)
 Executive Sessions Minutes: July 25, 2023 (Voice Vote) (To Remain Confidential)

APPROVAL OF MONTHLY CLAIMS:

7. Claims Paid Since Board Meeting (Roll Call Vote)
17. Claims Presented (Roll Call Vote)

CONSENT AGENDA:

28. Superintendent of Finance Monthly Report
30. Budget
44. Superintendent of Recreation Monthly Report
47. Superintendent of Golf Operations Monthly Report
49. Superintendent of Parks and Facilities Monthly Report
51. Marketing & Community Outreach Manager
52. Executive Director Monthly Report

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.

CORRESPONDENCE:

None

PUBLIC INPUT:

POSITIVE FEEDBACK/REPORTS:

AGENDA**August 22, 2023, 6:00 PM****Page 2****PLANNING COMMISSION REPORT: Ted Strack****OLD BUSINESS:**

- 54. Solar Energy Agreement: Jeff/Jonelle (Roll Call Vote)
- 86. Park/Construction Updates: Jonelle/Jeff
 - Great Western Trail seg. 2
 - Reston Ponds
 - Riverside: update
 - North Grove

NEW BUSINESS:

- 87. Executive Session Minutes Review: Jonelle (Roll Call Vote)
 - 88. CMJ IT Solutions: Jonelle/Jackie (Roll Call Vote)
 - 91. KSRA appointee
 - 93. Community Project: North Avenue (Roll Call Vote)
 - 95. Security Cameras: Jonelle (Roll Call Vote)
- Pumpkinfest Parade: Jonelle

Special Announcements**Potential Study Session September 12th 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:

- 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.
- 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.

**Minutes of the Regular Meeting of the Board of Commissioners
Sycamore Park District
Tuesday, July 25, 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, July 25, 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 Ackmann, Doty, 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: **Commissioner Graves was absent.**

Staff members present were Director Bailey, Jeff Donahoe, Jeanette Freeman, Jackie Hienbuecher, and Lisa Metcalf.

Guests at the Board meeting were:

- Becky Metcalf – Park Foundation
- Ed Valdez – Park Foundation
- Karen Schmitt – Park Foundation

**Regular and Consent Agenda Approval –
Motion**

Commissioner Doty moved to approve the Regular Agenda and the Consent Agenda.
Commissioner Ackmann seconded the Motion.

Voice Vote

President Kroeger called for a roll call vote to approve the motion. All commissioners present voted Aye. Motion carried 4-0. Commissioner Graves was absent.

**Approval of Minutes –
Motion**

Commissioner Strack moved to approve the June 27, 2023, Regular Meeting Minutes.
Commissioner Doty seconded the Motion.

Voice Vote

President Kroeger called for a voice vote to approve the motion. All commissioners present voted Aye. Motion carried 4-0. Commissioner Graves was absent.

Motion

Commissioner Doty moved to approve the June 27, 2023, Executive Session Meeting Minutes to remain confidential. Commissioner Ackmann seconded the Motion.

Voice Vote

President Kroeger called for a voice vote to approve the motion. All commissioners present voted Aye. Motion carried 4-0. Commissioner Graves was absent.

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Claims and Accounts Approval

Motion

Commissioner Doty moved to approve and pay the bills in the amount of \$251,983.54.
 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 4-0. Commissioner Graves was absent.

Correspondence –

- None

Public Input –

Positive Feedback –

- Director Bailey noted the Foundation golf outing went well. They had a lot of positive responses. They brought in approximately \$7000.00 and netted approximately \$3000.00.
- President Kroeger noted both Foundation events have been really good. He felt big improvements were made from last year on the outing.
- President Kroeger noted the cleaning and painting of the 19th hole shelter really looks nice. Director Bailey noted the Foundation would like to possibly put some tables and chairs in the area.
- President Kroeger asked about the Doty & Sons outdoor event. Supt. Metcalf noted we have some people signed up but will make the decision this weekend if we should cancel it.

Plan Commission: Commissioner Strack noted the meeting was cancelled.

Old Business:

Solar Energy Update: Director Bailey noted we have received the purchase and lease agreement from the company. Our rep Sean reviewed it, and we then sent it to Ancel to review it. Ancel sent it back with some changes that are needed. The agreement will be at the August meeting.

Construction Updates:

- **GWT:** Director Bailey noted in speaking with Roger, he said everyone at F & G said yes, we can do this. It now must go in front of their board. Roger spoke to the owner Ibarra's of the other area again. Waiting to hear on this one.
- **Reston Ponds:** Director Bailey noted we are still waiting on Elliott & Woods to turn in their bond. Supt. Donahoe noted the playground will be delivered next week.

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Construction Updates- cont'd:

- **Riverside-vandalism:** Supt. Donahoe noted that the Friday after the 4th he received a call the port-o-pots were burnt down. The fence was ruined and the cement underneath also. Director Bailey noted they are going to watch a webinar with the police department on cameras of some sort. Supt. Donahoe noted the same weekend Wetzel and Old Mill parks had issues.

Supt. Donahoe noted it will be the end of October for estimates for resurfacing the pickleball courts at West School.

Director Bailey noted the stage at the Good Tymes shelter engineering cost would be approximately \$96,000 with the actual cost approximately \$905,000. Karen Schmidt suggested meeting with Upstaging for their advice on this. There was more discussion on this.

New Business

North Grove Park: Director Bailey we will be submitting the OSLAD grant the end of August. She went over the design chosen and noted most of the construction will be done in 2025.

Motion

Commissioner Strack moved to approve the project overall, resolution and overall cost of the project, subject to the award of the OSLAD grant. Commissioner Doty seconded the Motion.

Roll Call

President Kroeger called for a roll call to approve the motion. All commissioners present voted Aye. Motion carried 4-0. Commissioner Graves was absent.

Karen Schmidt with the Foundation noted it has been a pleasure working on the foundation. It has been on their agenda for a while to come to a park board meeting. They want to make sure they are going in the right direction. She also thanked Jeff and his staff for their help on the 19th hole project.

President Kroeger thanked the Foundation board for all their work and what they are doing. The foundation has great momentum. We really appreciate it.

Special Announcements –

August Study Session: None was scheduled.

Public Input – None

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Motion

The Board adjourned the Regular Session to go into Executive Session at 6:50 pm on a motion made by Commissioner Doty for the reasons listed below. The motion was seconded by Commissioner Ackmann.

Roll Call

President Kroeger called for a roll call vote to approve the motion. All commissioners present voted Aye. Motion carried 4-0. Commissioner Graves was absent.

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.
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 6:50 pm. The roll was called with Commissioners Ackmann, Doty, Strack and Kroeger present along with Director Bailey and Recording Secretary Freeman.

Motion

The Board adjourned the Executive Session at 7:05 p.m. on a motion made by Commissioner Strack. The motion was seconded by Commissioner Doty.

Voice Vote

President Kroeger called for a voice vote to approve the motion. All commissioners present voted Aye. Motion carried 4-0. Commissioner Graves was absent.

The Board reconvened to Regular Session at 7:05 pm. The roll was called with Commissioners Ackmann, Doty, Strack and Kroeger present. Commissioner Graves was absent.

Motion

The Board adjourned the Regular Session at 7:05 p.m. on a motion made by Commissioner Strack. The motion was seconded by Commissioner Doty.

Voice Vote

President Kroeger called for a voice vote to approve the motion. All commissioners present voted Aye. Motion carried 4-0. Commissioner Graves was absent.

Respectfully Submitted,

Jeanette Freeman
 Recording Secretary
 Sycamore Park District

DATE: 08/15/2023
 TIME: 10:29:46
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SYCAMORE PARK DISTRICT
 PAID INVOICE LISTING

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Interim

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VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P. O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
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ADVANCE	ADVANCE AUTO PARTS								
	2454-488362	01 CREDIT FOR TAX-INV 2454-486953	202100066402	07/26/23		66300	07/28/23	646.20	-4.55
									-4.55

VENDOR TOTAL: -4.55

AIRGAS	AIRGAS USA LLC								
	5500871792	01 WELDING TANK RENTAL	101500066401	07/31/23		66335	08/08/23	227.44	39.74
									39.74

	5501429701	01 WELDING TANK RENTAL	101500066401	08/01/23		66335	08/08/23	227.44	187.70
									187.70

VENDOR TOTAL: 227.44

ALL	ALL STAR SPORTS INSTRUCTION								
	234025	01 SPORTS INSTRUCTION FEES	205550026128	07/25/23		66295	07/27/23	5,547.50	5,547.50
									5,547.50

VENDOR TOTAL: 5,547.50

ARCO	ARCO MECHANICAL EQUIP SALES								
	21117	01 MAIN SHOP -	504100056300	07/24/23		66336	08/08/23	750.00	750.00
		02 MAIN SHOP - INSPEC/CALIBRATION	202100056300						250.00
		03 MAIN SHOP - INSPEC/CALIBRATION	101500056300						250.00

VENDOR TOTAL: 750.00

CITY	CITY OF SYCAMORE								
	JUNE 2023			07/20/23		66274	07/20/23	1,035.00	1,035.00
		01 CITY SALES TAX - CLUBHOUSE	303000116852						296.00
		02 CITY SALES TAX - BEV CART	303100116852						44.00
		03 CITY SALES TAX - VENDING	207500086650						2.00
		04 CITY SALES TAX - CONCERT	206194006230						65.00
		05 CITY SALES TAX - MOVIE	206194016230						1.00
		06 CITY SALES TAX - BB CONC	303300116852						613.00
		07 CITY SALES TAX - CATERING	303500116852						14.00

VENDOR TOTAL: 1,035.00

CITY2	CITY OF SYCAMORE								
	1420560000-0723			07/31/23		66304	07/31/23	317.52	209.26
		01 WATER/SEWER	518100096704						209.26

VENDOR TOTAL: 1,035.00

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SYCAMORE PARK DISTRICT
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	1420565000-0723	01 WATER/SEWER	518100096704	07/31/23		66304	07/31/23	317.52	108.26 108.26
COMCA	COMCAST							VENDOR TOTAL:	317.52
	0468768-0823	01 CABLE	303000096705	07/25/23		66338	08/08/23	187.02	187.02
		02 CABLE	504000096705						93.51 93.51
COMMO	COMMONWEALTH EDISON							VENDOR TOTAL:	187.02
	080323	01 FOUNDERS PARK	101500096702	08/03/23		66339	08/08/23	202.93	202.93
		02 OLD MILL	101500096702						19.69
		03 BOYNTON PARK	101500096702						24.67
		04 KIWANIS PARK	101500096702						14.25
		05 EMIL CASSIER PARK	101500096702						42.55
		06 GOOD TYMES SHELTER	101500096702						19.48
		08 ENTRY PARK	101500096702						33.22
		09 SOCCER COMPLEX	101500096702						23.13 25.94
CSR	CSR BOBCAT EQUIPMENT CO.							VENDOR TOTAL:	202.93
	01-12846	01 SKID STEER HYD FITTINGS	101500066402	07/20/23	00006400	66285	07/25/23	287.70	87.70 87.70
DEKA	DEKALB LAWN & EQUIPMENT CO.							VENDOR TOTAL:	87.70
	91918	01 CLUTCH SPRING -- MOWER	101500066403	07/25/23		66306	07/31/23	34.99	34.99
	92713	01 CHAINSAW CHAINS-OIL FOR SAWS	101500066402	08/04/23		66340	08/08/23	119.62	119.62 119.62
DOGWASTE	DOG WASTE DEPOT							VENDOR TOTAL:	154.61
	561124	01 ODG WASTE BAGS	101500076540	07/24/23		66277	07/25/23	149.99	149.99 149.99
								VENDOR TOTAL:	149.99

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FINN	FINNEY'S ELECTRIC								
25007	01	CH LIGHT FIXTURE REMOVAL/INSPE	101000056300	07/31/23		66341	08/08/23	143.00	143.00
									143.00
FRONTIER	FRONTIER								
4818-072223	01	MAINT	101500096700	07/22/23		66307	07/31/23	201.44	201.44
	02	MAINT	202100096700						100.72
									100.72
									201.44
GRAI	GRAINGER								
9791417455	01	RYVOT GUN FOR SHIOP	101500076512	08/02/23		66342	08/08/23	82.63	82.63
									82.63
HARRG	HARRIS GOLF CARS SALES & SERVI								
02-348734	01	GOLF CART REPAIRS	504000066409	08/04/23		66343	08/08/23	880.16	880.16
									880.16
HAWK	HAWKINS INC								
6530821	01	SPLASH PAD CHEMICALS	518100076550	07/20/23		66286	07/25/23	354.65	354.65
									354.65
HORN	HORNUNG'S PRO GOLF SALES INC.								
532843	01	WINN DRI TAC MIDSIZE	501000001303	07/26/23		66301	07/28/23	49.64	49.64
	02	DISC INV 532843	501000001303						40.50
	03	SHIPPING INV 532843	501000001303						-0.81
	04	HANDLING FEE INV 532843	501000001303						6.95
									3.00
533124	01	SUPERF STROKE 1.0 PUTTER	501000001303	08/02/23		66344	08/08/23	28.21	28.21
	02	SHIPPING INV 533124	501000001303						19.65
	03	HANDLE FEE INV 533124	501000001303						5.95
	04	DISC INV 533124	501000001303						3.00
									-0.39
									77.85

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INTEGRIT INTEGRITY CONCRETE COATINGS									
	682	01 CEMENT PAD REPAIR - SOCCER	101500066404	07/27/23		66326	08/02/23	2,000.00	2,000.00
								VENDOR TOTAL:	2,000.00
INTERS		INTERSTATE BATTERIES ROCKFORD							
	300399286	01 GOLF CART BATTERY	504000066409	08/03/23		66345	08/08/23	119.95	119.95
								VENDOR TOTAL:	119.95
KISH		KISHWAUKEE SPECIAL RECREATION							
	2023-3	01 2023 CONTRIBUTION	221000116855	07/20/23		66289	07/25/23	2,320.65	2,320.65
								VENDOR TOTAL:	2,320.65
MEL		MELIN'S LOCK & KEY							
	26423	01 KEY COPIES - CC	207500066401	08/01/23		66346	08/08/23	24.32	24.32
								VENDOR TOTAL:	24.32
MENA		MENARDS - SYCAMORE							
	95292	01 SPRING SNAPS. CLIPS, LINKS	101500066404	07/20/23	00006397	66302	07/28/23	310.38	25.64
									25.64
	95363	01 BROOMS, TOWELS, TP, PPR TOWELS	101500066401	07/21/23	00006398	66302	07/28/23	310.38	170.85
									170.85
	95518	01 HOSE CLAMPS, FUEL LINES, PIPES	101500066403	07/24/23	00006401	66347	08/08/23	43.21	35.91
									35.91
	95521	01 MULCH PARKS	101500066404	07/24/23	00006402	66347	08/08/23	43.21	7.30
									7.30
								VENDOR TOTAL:	239.70
MID-WEST		MID-WEST FAMILY BROADCASTING							
	IN-123073978	01 COMM GAME NIGHT ADS	101200046209	07/31/23	00006414	66349	08/08/23	1,443.75	165.00
									165.00
	IN-123074013	01 CONCERT ADS	101200046209	07/31/23	00006415	66349	08/08/23	1,443.75	165.00
									165.00

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IN-123074015	01	CUP IN HAND ADS	101200046209	07/31/23	00006417	66349	08/08/23	1,443.75	206.25
IN-123074016	01	CONCERT ADS	101200046209	07/31/23	00006416	66349	08/08/23	1,443.75	206.25
IN-123074018	01	100 HOLES OF GOLF	101200046209	07/31/23	00006418	66349	08/08/23	1,443.75	206.25
IN-123074020	01	CONCERT AD	101200046209	07/31/23	00006419	66349	08/08/23	1,443.75	206.25
IN-123074022	01	SIP N SAVOR ADS	101200046209	07/31/23	00006413	66349	08/08/23	1,443.75	206.25
IN-123074024	01	CONCERT ADS	101200046209	07/31/23	00006412	66349	08/08/23	1,443.75	206.25
NICOR	NICOR GAS							VENDOR TOTAL:	1,443.75
073123	01	MAINT BLDG	101500096703	07/31/23		66350	08/08/23	512.29	512.29
	02	MAINT BLDG	504100096703						114.64
	03	UPSTAIRS OFFICE	101000096703						114.63
	04	PUMP HOUSE	504100096703						51.64
	05	AIRPORT RD PROPERTY	207500096703						52.17
								VENDOR TOTAL:	179.21
PARKREA	PARKREATION, INC							VENDOR TOTAL:	512.29
7503	01	TOT SWING - BROTERS PARK	101500066407	07/27/23		66310	07/31/23	191.00	191.00
PENDL	PENDELTON TURF SUPPLY							VENDOR TOTAL:	191.00
7200	01	GOLF GREENS WETTING AGENT	504100076506	07/27/23		66311	07/31/23	356.40	356.40
PRIN	PRINCIPAL LIFE INS GROUP							VENDOR TOTAL:	356.40
AUG 2023	01	DENTAL INS PREM	101000106801	08/02/23		66328	08/02/23	1,686.72	1,686.72
	02	DENTAL INS PREM	101500106801						349.47
	03	DENTAL INS PREM	504100106801						126.44
									139.99

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	AUG 2023			08/02/23		66328	08/02/23	1,686.72	1,686.72
		04 DENTAL INS PREM	504000106801						70.32
		05 DENTAL INS PREM	201000106801						478.94
		06 DENTAL INS PREM	202100106801						332.67
		07 DENTAL INS PREM	207500106801						162.84
		08 DENTAL INS PREM	303000106801						26.05
								VENDOR TOTAL:	1,686.72
PROVIDEN		PROVIDENT DIRECT							
	25253	01 TRIFOLD BROCHURES	101200046203	07/25/23		66303	07/28/23	298.00	298.00
								VENDOR TOTAL:	298.00
REIN		REINDERS, INC.							
	2098910-00	01 GOLF IRRIG ELEC REPAIRS	504100076505	07/31/23		66351	08/08/23	315.00	315.00
	4072129-00	01 WORKMAN SERVICE WORK	101500066402	07/27/23		66312	07/31/23	284.82	153.00
	6036779-00	01 ROUCH MOWER PARTS	504100066403	07/24/23		66290	07/25/23	491.39	206.67
	6037038-00	01 MOWER LATCH SCREW	101500066403	07/26/23		66312	07/31/23	284.82	131.82
								VENDOR TOTAL:	806.49
REVELS		REVELS TURF & TRACTOR, LLC							
	269032	01 BRAKES-SPRING KIT	202100066403	07/20/23		66313	07/31/23	327.50	271.43
	269886	01 MOWER SPRING RAKE	202100066402	07/26/23		66313	07/31/23	327.50	56.07
								VENDOR TOTAL:	56.07
RINGCEN		RINGCENTRAL INC.							
	CD_000627016	01 TELEPHONE	101000096700	07/21/23		66291	07/25/23	972.13	972.13
		02 TELEPHONE	201000096700						486.06
								VENDOR TOTAL:	486.07
								VENDOR TOTAL:	972.13

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
SELDAL		SELDAL PLUMBING							
	5670	01 WPA SHELTERTOILET REPAIRS	1015000056300	07/31/23		66352	08/08/23	217.00	217.00
							VENDOR TOTAL:		217.00
SHAW		SHAW SUBURBAN MEDIA							
	072310027030	01 DIGITAL AND PRINT ADS	1012000046209	07/31/23	00006409	66329	08/02/23	300.00	300.00
							VENDOR TOTAL:		300.00
SOLI		SOLITUDE LAKE MANAGEMENT INC							
	PSI-97104	01 POND WEED MGMT	1015000076504	08/01/23		66330	08/02/23	930.00	930.00
	PSI001480	01 POND MGMT - KRSPAN	1015000076504	08/01/23		66353	08/08/23	690.00	690.00
							VENDOR TOTAL:		1,620.00
SPEC		SPECIAL FX							
	43921	01 SERVICE DESK SHIRTS	2075000046215	07/20/23		66354	08/08/23	1,458.00	714.00
		02 SEASONAL STAFF HOODIE	1012000046215		00006410				684.00
									30.00
	43922	01 CONCESSIONS SEASONAL SHIRTS	3030000046215	07/20/23	00006420	66354	08/08/23	1,458.00	396.00
									396.00
	43930	01 100 YEAR ANNIV TSHIRTS	1012000046215	07/25/23		66354	08/08/23	1,458.00	348.00
							VENDOR TOTAL:		1,458.00
T0000021		DONAHOE, JEFF							
		BOOT REIMB							
		01 WORK BOOT REIMB	1015000046215	08/02/23		66331	08/02/23	50.00	50.00
							VENDOR TOTAL:		50.00
T0001790		OLLIE'S FROZEN CUSTARD							
		PT EMPL APPR.							
		01 PT EMPLOYEE APPRECIATION	1010000046213	07/27/23		66296	07/27/23	1,170.00	1,170.00
		02 PT EMPLOYEE APPRECIATION	2010000046213						585.00
									585.00

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SYCAMORE PARK DISTRICT
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VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
T0001791	HEBBLE, MARK								1,170.00
	REFUND	01 COMM GAME NIGHT REFUND	201000002150	08/02/23		66332	08/02/23	5.00	5.00
									5.00
T0001792	REX, SARAH								5.00
	REIMBURSEMENT	01 REIMB- PHOTO PRINTS	101200046215	08/02/23		66355	08/08/23	15.96	15.96
									15.96
T0001793	BAUCHENS, NICOLE								15.96
	REFUND	01 CLASS REFUND	201000002150	08/04/23		66356	08/08/23	152.00	152.00
									152.00
T0001794	CROUCH, BRIAN								152.00
	REFUND	01 CLASS REFUND	201000002150	08/07/23		66357	08/08/23	60.00	60.00
									60.00
T0001795	FINUCANE, SEAN								60.00
	REFUND	01 CLASS REFUND	201000002150	08/07/23		66358	08/08/23	70.00	70.00
									70.00
T0001796	FLEETWOOD, LORI								70.00
	REFUND	01 CLASS REFUND	201000002150	08/04/23		66359	08/08/23	43.00	43.00
									43.00
T0001797	MCINERNEY, HOLLY								43.00
	REFUND	01 CLASS REFUND	201000002150	08/04/23		66360	08/08/23	33.00	33.00
									33.00
T0001798	MILZ, TRACY								33.00
	REFUND	01 CLASS REFUND	201000002150	08/04/23		66361	08/08/23	43.00	43.00
									43.00

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VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	CHK DATE	CHECK #	CHECK AMT	INVOICE AMT/ ITEM AMT
T0001799	STUART, JIM							43.00
	REUND	01 CLASS REFUND	201000002150	08/04/23	08/08/23	66362	43.00	43.00
							VENDOR TOTAL:	43.00
T0001800	SWIENTON, SARAH							43.00
	REFUND	01 CLASS REFUND	201000002150	08/07/23	08/08/23	66363	43.00	43.00
							VENDOR TOTAL:	43.00
TRUGR	TRUGREEN							43.00
	180500540	01 BASEBALL FIELDS	202100076527	07/27/23	08/08/23	66364	350.00	350.00
							VENDOR TOTAL:	350.00
UNIT2	UNITED STATES POSTAL SERVICE							350.00
	FALL 2023 POSTAGE							1,867.56
		01 FALL 2023 BROCHURE POSTAGE	206500046202	07/20/23	07/20/23	66275	1,867.56	1,867.56
							VENDOR TOTAL:	1,867.56
UNUM	UNUM LIFE INSURANCE							359.34
	0439956-001.0723							54.58
		01 STD INS PREM	101000106801	07/25/23	07/25/23	66293	359.34	359.34
		02 STD INS PREM	101500106801					41.52
		03 STD INS PREM	504100106801					38.00
		04 STD INS PREM	504000106801					14.80
		05 STD INS PREM	201000106801					104.11
		06 STD INS PREM	202100106801					81.59
		07 STD INS PREM	207500106801					14.28
		08 STD INS PREM	303000106801					10.46
							VENDOR TOTAL:	359.34
UPLAND	UPLAND DESIGN LTD							5,484.99
	22-1092-02 - 1ST CHECK							5,484.99
		01 NORTH GROVE MASTER PLAN	701000207008	08/08/23	08/08/23	66366	5,484.99	5,484.99
	22-1092-03							4,363.50
		01 NORTH GROVE MASTER PLAN	701000207008	07/31/23	08/02/23	66333	4,363.50	4,363.50

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VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	CHK DATE	CHECK #	CHECK AMT	INVOICE AMT/ ITEM AMT
VULC		VULCAN MATERIALS CO.						9,848.49
	33319732	01 ROAD ROCK - BALLFIELDS	202100076509	07/28/23	08/08/23	66368	288.28	288.28
		02 ROAD ROCK - PARKS	101500076509					144.14
								144.14
								VENDOR TOTAL: 288.28
WAGN		WAGNER AGGREGATE, INC.						288.28
	39942	01 AG LIME - BALL FIELDS	202100076533	07/22/23	07/31/23	66316	512.94	252.41
								252.41
	40055	01 SPORTS FEILD AGLIME	202100076533	07/29/23	07/31/23	66316	512.94	260.53
								260.53
								VENDOR TOTAL: 512.94
WARE		WAREHOUSE DIRECT BUSINESS						512.94
	5540960-0	01 MULTIFOLD TOWELS	207500076510	07/27/23	08/08/23	66369	103.96	103.96
								103.96
								VENDOR TOTAL: 103.96
								TOTAL --- ALL INVOICES: 40,347.32

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
ACUSHNET ACUSHNET COMPANY								
916279932	08/03/23	01	TITLEIST TRUFEEL DOZEN	5010000001300	00006422		08/16/23	228.00
		02	SHIPPING INV 916279932	5010000001300	00006422			12.37
		03	DISC INV 9162799320	5010000001300	00006422			-4.56
						INVOICE TOTAL:		235.81
916309672	08/09/23	01	TITLEIST PERMASOFT GLOVES	5010000001301	00006423		08/16/23	858.00
		02	SHIPPING INV 916309672	5010000001301	00006423			10.76
		03	DISC INV 916309672	5010000001301	00006423			-17.16
						INVOICE TOTAL:		851.60
						VENDOR TOTAL:		1,087.41
ALARMDET ALARM DETECTION SYSTEMS, INC								
219339-1014	08/06/23	01	QUARTERLY ALARM CC	2075000056300			08/16/23	494.79
						INVOICE TOTAL:		494.79
						VENDOR TOTAL:		494.79
ANCEL ANCEL GLINK, P.C.								
97963	08/03/23	01	CORPORATE MATTERS	1010000036120			08/16/23	3,294.13
						INVOICE TOTAL:		3,294.13
						VENDOR TOTAL:		3,294.13
CHALL CHALLENGER SPORTS CAMP								
SUMMER022	08/07/23	01	SUMMER 2023 CAMP	205550166128			08/16/23	3,633.40
						INVOICE TOTAL:		3,633.40
						VENDOR TOTAL:		3,633.40
CHICA CHICAGO DISTRICT GOLF ASSOC.								
2116-237	08/01/23	01	HANDICAP SERVICES	5040000036127			08/16/23	440.00
						INVOICE TOTAL:		440.00
						VENDOR TOTAL:		440.00

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
CINTA CINTAS CORPORATION #355								
4162314321	07/21/23	01	RAG & RUG SERVICE	207500056301			08/16/23	43.41
							INVOICE TOTAL:	43.41
4162314427	07/21/23	01	RAG & RUG SERVICE	101500056301			08/16/23	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
4162314446	07/21/23	01	RAG & RUG SERVICE	201000056301			08/16/23	18.70
							INVOICE TOTAL:	18.70
4162987421	07/28/23	01	RAG & RUG SERVICE	101500056301			08/16/23	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
4162987519	07/28/23	01	RAG & RUG SERVICE	201000056301			08/16/23	18.70
							INVOICE TOTAL:	18.70
4162987566	07/28/23	01	RAG & RUG SERVICE	207500056301			08/16/23	43.41
							INVOICE TOTAL:	43.41
4163745709	08/04/23	01	RAG & RUG SERVICE	207500056301			08/16/23	43.41
							INVOICE TOTAL:	43.41
4163745716	08/04/23	01	RAG & RUG SERVICE	101500056301			08/16/23	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
4163745730	08/04/23	01	RAG & RUG SERVICE	201000056301			08/16/23	18.70
							INVOICE TOTAL:	18.70

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INVOICE #	INVOICE DATE	INVOICE ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
CINTA CINTAS CORPORATION #355								
4164438963	08/11/23	01	RAG & RUG SERVICE	1015000056301			08/16/23	11.71
		02	RAG & RUG SERVICE	5041000056301				11.69
		03	RAG & RUG SERVICE	2010000056301				4.09
		04	RAG & RUG SERVICE	1010000056301				4.09
			INVOICE TOTAL:					31.58
4164439023	08/11/23	01	RAG & RUG SERVICE	2075000056301			08/16/23	43.41
			INVOICE TOTAL:					43.41
4164439042	08/11/23	01	RAG & RUG SERVICE	2010000056301			08/16/23	18.70
			INVOICE TOTAL:					18.70
			VENDOR TOTAL:					374.76
CINTA2 CINTAS CORP								
5169237416	08/01/23	01	1ST AID STOCK - CC	2075000076513			08/16/23	30.95
			INVOICE TOTAL:					30.95
			VENDOR TOTAL:					30.95
CMJ CMJ TECHNOLOGIES, INC.								
17800	08/01/23	01	OFFICE 365	1010000046206			08/16/23	266.75
		02	OFFICE 365	2010000046206				266.75
		03	MONTHLY MAINT	1010000056304				536.00
		04	MONTHLY MAINT	2010000056304				536.00
			INVOICE TOTAL:					1,605.50
			VENDOR TOTAL:					1,605.50
COMMO COMMONWEALTH EDISON								
0558722008-0723	08/04/23	01	BASEBALL CONCESSIONS	3033000096702			08/16/23	331.50
		02	POOL	5181000096702				162.57
		03	MAINTENANCE	1015000096702				180.11
		04	MAINTENANCE	5041000096702				180.11

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
COMMO COMMONWEALTH EDISON								
0558722008-0723	08/04/23	05	CART BLDG	504000096702			08/16/23	26.61
		06	CLUBHOUSE	303000096702				216.81
		07	PROSHOP	504000096702				216.81
		08	ADMIN	101000096702				505.90
		09	ADMIN	201000096702				505.90
		10	ELECTRONIC SIGN	101000096702				20.54
		11	ELECTRONIC SIGN	201000096702				20.54
		12	COMMUNITY CENTER	207500096702				8,842.47
INVOICE TOTAL:								11,209.87
VENDOR TOTAL:								11,209.87
CONS CONSERV FS								
121021139	07/24/23	01	DIESEL - GOLF	504100076515			08/16/23	1,145.03
INVOICE TOTAL:								1,145.03
121021140	07/24/23	01	GASOLINE - GOLF	504100076515			08/16/23	223.81
		02	GASOLINE - SC	202100076515				116.53
		03	GASOLINE - TRUCKS	101500076515				348.91
INVOICE TOTAL:								689.25
121021168	07/27/23	01	GASOLINE - OLD SHOP TANK 4	504000076515			08/16/23	1,555.65
INVOICE TOTAL:								1,555.65
121021169	07/27/23	01	DIESEL - OLD SHOP - TANK 3	504100076515			08/16/23	600.91
INVOICE TOTAL:								600.91
121021224	08/03/23	01	DIESEL - GOLF	504100076515			08/16/23	980.19
INVOICE TOTAL:								980.19
121021225	08/03/23	01	GASOLINE - GOLF	504100076515			08/16/23	341.23
		02	GASOLINE - PARKS	101500076515				123.40
		03	GASOLINE - SC	202100076515				66.66
		04	GASOLINE -TRUCKS	101500076515				178.55
INVOICE TOTAL:								709.84

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121021226	08/03/23	01	GASOLINE - OLD SHOP TANK 4	504000076515			08/16/23	444.24
						INVOICE TOTAL:		444.24
						VENDOR TOTAL:		6,125.11
DEK3	DEKALB COUNTY COLLECTOR							
2ND 2023	08/01/23	01	PROPERTY TAXES	101500116850			08/16/23	3,327.59
						INVOICE TOTAL:		3,327.59
						VENDOR TOTAL:		3,327.59
DEKA	DEKALB LAWN & EQUIPMENT CO.							
92163	08/08/23	01	CHAINSAW CHAIN	101500066402	00006425		08/16/23	20.69
						INVOICE TOTAL:		20.69
						VENDOR TOTAL:		20.69
ECO	ECOWATER SYSTEMS, INC.							
130856-0823	08/05/23	01	SALT-HYDROGEN PEROXIDE	101000056300			08/16/23	110.35
		02	SALT-HYDROGEN PEROXIDE	201000056300				110.35
						INVOICE TOTAL:		220.70
						VENDOR TOTAL:		220.70
ENGIN	ENGINEERING RESOURCE ASSOC							
160910.P1.40	06/30/23	01	GWT PHASE 1 ENG	711000207039			08/16/23	509.17
						INVOICE TOTAL:		509.17
FP	FP MAILING SOLUTIONS							
W2125500.14	07/29/23	01	BRIDGE REPLACEMENT	101000036125			08/16/23	1,200.00
						INVOICE TOTAL:		1,200.00
						VENDOR TOTAL:		1,709.17
RI105867238	08/03/23	01	ANNUAL POSTAGE METER	101000046204			08/16/23	191.70

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
FP			FP MAILING SOLUTIONS					
RI105867238	08/03/23	02	ANNUAL POSTAGE METER	201000046204			08/16/23	191.70
								INVOICE TOTAL: 383.40
								VENDOR TOTAL: 383.40
FRONTIER FRONTIER								
0670-080723	08/07/23	01	ADMIN	101000096700			08/16/23	298.00
		02	ADMIN	201000096700				298.00
								INVOICE TOTAL: 596.00
								VENDOR TOTAL: 596.00
GAME GAMETIME								
PJI-0214157	07/24/23	01	NEW SLIDE - KIDDIELAND	101500066407			08/16/23	1,831.49
								INVOICE TOTAL: 1,831.49
								VENDOR TOTAL: 1,831.49
GROUPPL GROUP PLAN SOLUTIONS								
3430	07/28/23	01	FSA - AUG	101000106801			08/16/23	30.25
		02	FSA - AUG	201000106801				30.25
								INVOICE TOTAL: 60.50
								VENDOR TOTAL: 60.50
HAGG HAGG PRESS								
118332	08/03/23	01	2023 FALL PROG GUIDE	206500046203			08/16/23	6,613.00
								INVOICE TOTAL: 6,613.00
								VENDOR TOTAL: 6,613.00
HORSEMAN HORSEMANSHIP FOR LIFE								
00173	08/08/23	01	HORSEBACK RIDING	205011006128			08/16/23	375.00
								INVOICE TOTAL: 375.00
								VENDOR TOTAL: 375.00

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
HYVEE HY-VEE ACCOUNTS RECEIVABLE								
189345-0823	08/10/23	01	PIZZA BDAY PARTIES	205011956216			08/16/23	101.91
							INVOICE TOTAL:	101.91
							VENDOR TOTAL:	101.91
INTEG INTEGRA BUSINESS SYSTEMS, INC.								
INV109483	08/02/23	01	PRINTER/COPIER - PRO SHOP	101000056304			08/16/23	16.05
		02	PRINTER/COPIER - PRO SHOP	201000056304				16.05
							INVOICE TOTAL:	32.10
INV109484	08/02/23	01	PRINTER/COPIER - MAINT	101000056304			08/16/23	43.60
		02	PRINTER/COPIER - MAINT	201000056304				43.60
							INVOICE TOTAL:	87.20
INV109485	08/02/23	01	PRINTER/COPIER - CC	101000056304			08/16/23	33.17
		02	PRINTER/COPIER - CC	201000056304				33.17
							INVOICE TOTAL:	66.34
INV109486	08/02/23	01	PRINTER/COPIER - ADMIN	101000056304			08/16/23	19.94
		02	PRINTER/COPIER - ADMIN	201000056304				19.94
							INVOICE TOTAL:	39.88
							VENDOR TOTAL:	225.52
J&W ROOF J&W ROOFING CO								
3716 BALANCE	07/21/23	01	OLD MAINT REMODEL	701000207008			08/16/23	7,250.00
							INVOICE TOTAL:	7,250.00
3718 BALANCE	07/21/23	01	KITCHEN/CLUBHOUSE	101000076500			08/16/23	31,450.00
							INVOICE TOTAL:	31,450.00
							VENDOR TOTAL:	38,700.00
MARK MARK'S MACHINE SHOP INC.								
40935	08/08/23	01	REPAIR - ROUGH MOWER	101500066403			08/16/23	875.00
							INVOICE TOTAL:	875.00
							VENDOR TOTAL:	875.00

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
MART	MARTENSON TURF PRODUCTS							
91111	07/21/23	01	SEED FOR PARKS/SPORTS	101500076502			08/16/23	224.00
							INVOICE TOTAL:	224.00
							VENDOR TOTAL:	224.00
MENA	MENARDS - SYCAMORE							
96001	07/31/23	01	RATCHET DRIVE TOOL	101500076512			08/16/23	19.97
							INVOICE TOTAL:	19.97
96079	08/01/23	01	JANITORIAL SUPPLIES	207500076510	00006411		08/16/23	29.77
							INVOICE TOTAL:	29.77
96146	08/02/23	01	KIDDIELAND SLIDE REPAIR PARTS	101500066407			08/16/23	13.42
							INVOICE TOTAL:	13.42
96290	08/04/23	01	TISSUE BOXES	207500076500	00006421		08/16/23	13.58
							INVOICE TOTAL:	13.58
96450	08/07/23	01	HEX NUTS-BOLTS - SHOP	101500076511			08/16/23	5.17
							INVOICE TOTAL:	5.17
96542	08/08/23	01	MAINTENANCE JANITORIAL	202100076510	00006429		08/16/23	25.98
		02	COMMUNITY CENTER JANITORIAL	207500076510	00006429			25.98
							INVOICE TOTAL:	51.96
96591	08/09/23	01	PLIERS FOR SHOP	101500076512	00006424		08/16/23	22.97
							INVOICE TOTAL:	22.97
96606	08/09/23	01	SPRAY PAINT, WELD STOCK	202100066403	00006432		08/16/23	47.86
							INVOICE TOTAL:	47.86
96748	08/11/23	01	SAND FOR PLAYGROUND, CLEANER	101500066407	00006428		08/16/23	40.65
							INVOICE TOTAL:	40.65
							VENDOR TOTAL:	245.35

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PDRMA								
JULY 2023	08/16/23	01	HEALTH INSURANCE PREM	101000106801			08/16/23	5,421.74
		02	HEALTH INSURANCE PREM	101500106801				2,330.38
		03	HEALTH INSURANCE PREM	504100106801				2,728.23
		04	HEALTH INSURANCE PREM	504000106801				1,377.24
		05	HEALTH INSURANCE PREM	201000106801				7,078.66
		06	HEALTH INSURANCE PREM	202100106801				5,947.00
		07	HEALTH INSURANCE PREM	207500106801				841.23
		08	HEALTH INSURANCE PREM	303000106801				505.08
								INVOICE TOTAL: 26,229.56
								VENDOR TOTAL: 26,229.56
PIO								
			PIONEER MFG/PIONEER ATHLETICS					
INV892388	08/03/23	01	SPORTS FIELD LINE PAINT	202100076524			08/16/23	2,676.16
								INVOICE TOTAL: 2,676.16
								VENDOR TOTAL: 2,676.16
PRIOPRO								
			PRIORITY PRODUCTS INC					
992500	08/07/23	01	CABLE TIES - SHOP	101500066404			08/16/23	70.96
								INVOICE TOTAL: 70.96
								VENDOR TOTAL: 70.96
REIN								
			REINDERS, INC.					
6038180-00	08/10/23	01	MOWER BLADE - BELTS	101500066403			08/16/23	273.55
		02	MOWER BLADE - BELTS	504100066403				273.56
								INVOICE TOTAL: 547.11
6038316-00	08/11/23	01	DRIVE BELT-ZERO TURN MOWER	202100066403			08/16/23	231.68
								INVOICE TOTAL: 231.68
6038415-00	08/14/23	01	FAIRWAY REELS PARTS	504100066403			08/16/23	693.75
								INVOICE TOTAL: 693.75
								VENDOR TOTAL: 1,472.54

SYCAMORE PARK DISTRICT
DETAIL BOARD REPORT

DATE: 08/16/23
TIME: 15:19:16
ID: AP441000.WOW

INVOICES DUE ON/BEFORE 08/16/2023

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
2652-0723	07/31/23	01	RENT-WATER	101500076500			08/16/23	123.70
		02	SALT	207500076500				52.10
							INVOICE TOTAL:	175.80
							VENDOR TOTAL:	175.80
STAPLES STAPLES BUSINESS ADVANTAGE								
3544912506	08/12/23	01	PAPER TOWELS - CC	207500076510			08/16/23	24.00
		02	TOILET PAPER - CC	207500076510				112.50
		03	WINDOW ENVELOPES - ADMIN	101000046200				13.65
		04	WINDOW ENVELOPES - ADMIN	201000046200				13.65
		05	LAMINATOR - CC	101000076500				45.00
		06	LAMINATOR - CC	101000076500				45.00
							INVOICE TOTAL:	253.80
							VENDOR TOTAL:	253.80
UPLAND UPLAND DESIGN LTD								
22-1093-02	04/24/23	01	RESTON PONDS DEV	701000207042			08/16/23	9,291.92
							INVOICE TOTAL:	9,291.92
							VENDOR TOTAL:	9,291.92
WARE WAREHOUSE DIRECT BUSINESS								
5550866-0	08/14/23	01	M-FOLD TOWELS	207500076510			08/16/23	106.00
							INVOICE TOTAL:	106.00
							VENDOR TOTAL:	106.00
WASTE WASTE MANAGEMENT								
3712243-2011-4	08/03/23	01	REFUSE - ADMIN	101000056302			08/16/23	75.41
		02	REFUSE - CH	303000056302				75.42
		03	REFUSE - ADMIN	101000056302				8.50
		04	REFUSE - OLD SHOP	504100056302				71.37

DATE: 08/16/23
 TIME: 15:19:16
 ID: AP441000.WOW

SYCAMORE PARK DISTRICT
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 08/16/2023

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
3712243-2011-4	08/03/23	05	REFUSE - SC	2021000056302			08/16/23	81.46
		06	REFUSE - PARKS	101500056302				81.47
		07	REFUSE -POOL	518100056302				56.32
		08	REFUSE -PICNIC	101500056302				68.89
		09	REFUSE -COMM CTR	207500056302				198.26
		10	CREDIT - SPORTS COMPLEX	202100056302				-27.50
		11	CREDIT - PARKS	101500056302				-27.50
								662.10
								662.10

INVOICE TOTAL: 662.10
 VENDOR TOTAL: 662.10

TOTAL ALL INVOICES: 124,744.08

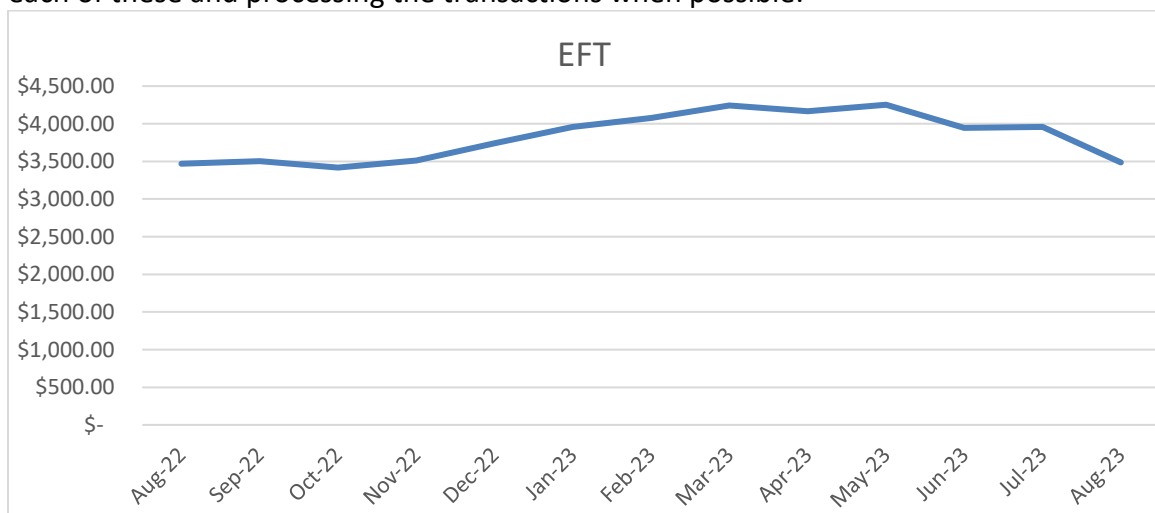
Interim \$40,347.32
New \$124,744.08

Total \$165,091.40

To: Board of Commissioners
 From: Jackie Hienbuecher
 Subject: Monthly Report
 Date: August 22, 2023

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

- Attended scheduled Board and leadership/staff meetings.
- Installment billing for Pathway Fitness memberships and passes. The August installment was for 157 individuals, a decrease of 21 from July. The monthly installment was \$3,329.80 (\$431.40 decrease) processed through credit cards and \$155 (\$42 decrease) through ACH transactions. There were 4 households whose credit cards did not process (\$111) 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 that are in-district.
- Assisted staff with technology problems/concerns/needs with assistance from CMJ when necessary. Topics:
 - Prepared monthly sales tax returns.
 - Filed monthly IMRF earnings and submitted payment.
 - Submitted monthly unemployment report to the state.
 - 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.
- 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. This is the last month we are processing with our old merchant provider. Members that have not updated their cards with us are temporarily suspended until they have updated.

- Met with CMJ regarding budgeting for the upcoming year and learning about new services.
- Submitted final bills for reimbursement on Clubhouse Flood damage.
- Participated in meeting with Flock Security regarding cameras at neighborhood parks.
- Worked with Resource Bank on updating account due to third-party vendor breach.
- Provided information to attorney to file for property tax exemption on new parcels.

Administrative Initiatives (9/1/23 – 9/30/23)

- 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.
- Participate in 2024 Planning Meeting.
- Review scholarship requests as submitted.
- Work with CMJ on technology as needed.
- Participate in PDRMA PATH Essentials Webinar.
- Prepare Capital Budget FY 2024 worksheets. Begin discussion of needs/wants.
- Prepare worksheets for FY 2024 Operating Budget and distribute to Superintendents.
- Complete documentation needed to add acquired property to insurance.

Sycamore Park District
 Summarized Revenue & Expense Report
 Period ended July 31, 2023

Corporate Fund (10)

<u>Department</u>	<u>July Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	<u>Variance</u>
Revenues					
Administration	62,941.00	1,071,935.03	1,768,881	969,050.23	10.6% (1)
Marketing	-	1,200.00	1,000	900.00	33.3%
Parks	1,439.72	15,707.29	24,553	14,372.64	9.3% (2)
Total Revenues	64,380.72	1,088,842.32	1,794,434	984,322.87	10.6%
Expenses					
Administration	38,131.33	492,338.48	1,345,798	495,241.44	-0.6% (3)
Marketing	5,109.29	33,750.34	65,240	36,887.25	-8.5% (4)
Parks	38,670.39	198,389.34	366,514	178,927.85	10.9% (5)
Total Expenses	81,911.01	724,478.16	1,777,552	711,056.54	1.9%
Total Fund Revenues	64,380.72	1,088,842.32	1,794,434	984,322.87	10.6%
Total Fund Expenses	81,911.01	724,478.16	1,777,552	711,056.54	1.9%
Surplus (Deficit)	(17,530.29)	364,364.16	16,882	273,266.33	33.3%

- (1) Property taxes received ytd 2023 is approx same percentage as 2022. So increase of 5.9% \$48,631 due to increased levy. Interest higher 797.3% \$28,035. Merry Oaks property sale \$17,637. Insurance proceeds (so far) for clubhouse \$8,054. Sale of surplus equipment \$12,497. Shelter rentals/alcohol permits up 33.9% \$1,736.
- (2) Dog park revenue greater in 2023 40.3% \$1,725
- (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
 PT Payroll and related taxes higher 115.2% \$6,571 pt accountant started May 2022.
- (4) 2022 included deposit for new website.
- (5) Greater in 2023: Maintenance-Mowers 134.3% \$5,161; Building Maint 81% \$3,881
 PT Payroll and related taxes higher 9.9% \$8,629

Recreation Fund (20)

<u>Department</u>	<u>July Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Administration	24,895.97	606,036.14	1,083,058	578,454.18	4.8% (1)
Sports Complex	8,750.00	10,991.00	43,365	8,027.00	36.9%
Sports Complex Maintenance	1,681.90	20,612.22	36,250	22,810.52	-9.6%
Midwest Museum of Natural Hist	-	-	-	-	#DIV/0!
Programs-Youth	1,163.96	29,311.93	38,291	29,130.43	0.6% (2)
Programs-Tweens	-	(450.00)	4,065	4,146.90	-110.9% (2)
Programs-Adult	2,464.99	18,944.95	15,177	11,095.06	70.8% (2)
Programs-Nature	60.00	990.00	1,221	746.00	32.7% (2)
Programs-Leagues	-	476.67	11,162	473.22	0.7% (2)
Programs-Youth Athletics	1,658.84	37,443.25	61,968	32,916.16	13.8% (2)
Programs-Fitness	854.80	17,619.69	24,791	14,253.47	23.6% (2)
Programs-Early Childhood	-	3,523.47	5,249	1,122.60	213.9% (2)
Programs-Dance	3.43	1,531.25	4,209	3,271.19	-53.2% (2)
Programs-Special Events	2,090.12	10,029.69	13,006	8,722.00	15.0% (2)
Programs-Community Events	5,137.56	13,628.45	20,250	12,257.70	11.2% (2)
Brochure	-	1,000.00	3,600	-	#DIV/0!
Weight Room	8,242.75	70,726.50	143,606	74,943.17	-5.6% (3)
Community Center	4,862.76	59,150.55	81,099	52,477.55	12.7% (3)
Total Revenues	61,867.08	901,565.76	1,590,367	854,847.15	5.5%

(1) Property taxes received ytd 2023 is approx same percentage as 2022. So increase of 3.7% \$20,347 due to increased levy. Interest higher 701.7% \$11,801.

(2) Revenue from programs increased 12.6%, \$14,915 compared to 2022.

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

Pathway Fitness Membership	51.79% / 94.12%
Pathway Fitness Pass	49.04% / 103.08%
Track Only Pass	42.37% / 77.74%
Pre-pay Card	-
Program Fees	-
Daily Admission Fee	66.97% / 99.21%

Compared to Annual Budget/Compared to 2022 YTD:

Open Gym Daily	53.36% / 83.79%
Open Gym Membership	73.37% / 112.82%
Rentals	89.53% / 142.24%

Sycamore Park District
Summarized Revenue & Expense Report
Period ended July 31, 2023

Expenses

Administration	44,074.34	344,624.97	607,851	334,379.24	3.1% (2)
Sports Complex	-	-	-	-	#DIV/0!
Sports Complex Maintenance	40,110.22	275,423.52	487,285	265,778.02	3.6% (3)
Midwest Museum of Natural Hist	-	-	-	-	#DIV/0!
Programs-Youth	5,803.66	14,138.17	15,737	9,579.34	47.6% (1)
Programs-Tweens	-	-	2,850	389.14	-100.0% (1)
Programs-Adult	255.13	3,314.67	6,663	4,396.65	-24.6% (1)
Programs-Nature	-	499.98	735	727.50	-31.3% (1)
Programs-Leagues	452.14	8,168.81	6,594	3,016.97	170.8% (1)
Programs-Youth Athletics	5,982.07	18,152.23	43,508	10,797.34	68.1% (1)
Programs-Fitness	861.23	10,802.35	16,739	8,646.02	24.9% (1)
Programs-Early Childhood	-	2,365.65	3,881	1,307.39	80.9% (1)
Programs-Dance	88.32	499.73	1,803	837.62	-40.3% (1)
Programs-Special Events	353.21	4,844.33	7,838	3,669.02	32.0% (1)
Programs-Community Events	2,594.71	14,082.64	29,531	10,539.05	33.6% (1)
Brochure	1,867.56	11,088.04	31,489	9,834.52	12.7% (5)
Weight Room	-	3,036.66	10,850	8,814.77	-65.6% (4)
Community Center	23,995.29	149,765.30	299,419	122,028.28	22.7% (6)
Total Expenses	126,437.88	860,807.05	1,572,773	794,740.87	8.3%
Total Fund Revenues	61,867.08	901,565.76	1,590,367	854,847.15	5.5%
Total Fund Expenses	126,437.88	860,807.05	1,572,773	794,740.87	8.3%
Surplus (Deficit)	(64,570.80)	40,758.71	17,594	60,106.28	-32.2%

(1) Expenses for programs increased 42.6%, \$22,963 compared to 2022.

(2) Increase in Rectrac annual maint for increased services 19.7% \$4,106. Increase in Admin Expense (training, dues, etc.) 46.8% \$5,510.

(3) Payroll and related taxes Higher 4.0% \$7,072

(4) Graduate assistant in 2022 \$5,689

(5) Printing increased 15.5% \$1,000

(6) 2023 higher: Wages/taxes 19.8% \$10,945; Credit card exp 26.6% \$1,658; Electricity 59.8% 12,939

Sycamore Park District
 Summarized Revenue & Expense Report
 Period ended July 31, 2023

Donations (21)

<u>Department</u>	<u>July Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Administration	937.64	4,958.87	500	9,852.49	-49.7%
Total Revenues	937.64	4,958.87	500	9,852.49	-49.7%
Expenses					
Administration	-	-	201,151	-	#DIV/0!
Total Expenses	-	-	201,151	-	#DIV/0!
Total Fund Revenues	937.64	4,958.87	500	9,852.49	-49.7%
Total Fund Expenses	-	-	201,151	-	#DIV/0!
Surplus (Deficit)	937.64	4,958.87	(200,651)	9,852.49	-49.7%

Special Recreation (22)

<u>Department</u>	<u>July Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Administration	5,622.28	135,044.31	236,200	119,192.17	13.3%
Total Revenues	5,622.28	135,044.31	236,200	119,192.17	13.3%
Expenses					
Administration	2,320.65	65,187.74	340,057	59,398.15	9.7%
Total Expenses	2,320.65	65,187.74	340,057	59,398.15	9.7%
Total Fund Revenues	5,622.28	135,044.31	236,200	119,192.17	13.3%
Total Fund Expenses	2,320.65	65,187.74	340,057	59,398.15	9.7%
Surplus (Deficit)	3,301.63	69,856.57	(103,857)	59,794.02	16.8%

Sycamore Park District
 Summarized Revenue & Expense Report
 Period ended July 31, 2023

Insurance (23)

<u>Department</u>	<u>July Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Administration	1,436.97	35,830.38	63,000	33,122.09	8.2%
Total Revenues	1,436.97	35,830.38	63,000	33,122.09	8.2%
Expenses					
Administration	31,322.64	31,322.64	64,645	28,927.18	8.3%
Total Expenses	31,322.64	31,322.64	64,645	28,927.18	8.3%
Total Fund Revenues	1,436.97	35,830.38	63,000	33,122.09	8.2%
Total Fund Expenses	31,322.64	31,322.64	64,645	28,927.18	8.3%
Surplus (Deficit)	(29,885.67)	4,507.74	(1,645)	4,194.91	7.5%

Audit (24)

<u>Department</u>	<u>July Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Administration	327.71	8,870.88	16,050	8,203.23	8.1%
Total Revenues	327.71	8,870.88	16,050	8,203.23	8.1%
Expenses					
Administration	-	17,080.00	15,500	14,800.00	15.4% (1)
Total Expenses	-	17,080.00	15,500	14,800.00	15.4%
Total Fund Revenues	327.71	8,870.88	16,050	8,203.23	8.1%
Total Fund Expenses	-	17,080.00	15,500	14,800.00	15.4%
Surplus (Deficit)	327.71	(8,209.12)	550	(6,596.77)	24.4%

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

Paving & Lighting (25)

<u>Department</u>	<u>July Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Administration	697.02	14,853.21	25,000	203.99	7181.3% (1)
Total Revenues	697.02	14,853.21	25,000	203.99	7181.3%
Expenses					
Administration	-	-	72,132	-	#DIV/0!
Total Expenses	-	-	72,132	-	#DIV/0!
Total Fund Revenues	697.02	14,853.21	25,000	203.99	
Total Fund Expenses	-	-	72,132	-	
Surplus (Deficit)	697.02	14,853.21	(47,132)	203.99	

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

Park Police (26)

<u>Department</u>	<u>July Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Administration	121.79	3,030.73	5,385	2,888.62	4.9%
Total Revenues	121.79	3,030.73	5,385	2,888.62	4.9%
Expenses					
Administration	491.76	3,292.28	5,417	2,347.95	40.2%
Total Expenses	491.76	3,292.28	5,417	2,347.95	40.2%
Total Fund Revenues	121.79	3,030.73	5,385	2,888.62	4.9%
Total Fund Expenses	491.76	3,292.28	5,417	2,347.95	
Surplus (Deficit)	(369.97)	(261.55)	(32)	540.67	-148.4%

Sycamore Park District
 Summarized Revenue & Expense Report
 Period ended July 31, 2023

IMRF (27)

<u>Department</u>	<u>July Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Administration	1,529.33	42,662.53	74,000	57,254.45	-25.5%
Total Revenues	1,529.33	42,662.53	74,000	57,254.45	-25.5%
Expenses					
Administration	6,030.94	45,150.17	78,654	57,254.45	-21.1%
Total Expenses	6,030.94	45,150.17	78,654	57,254.45	-21.1%
Total Fund Revenues	1,529.33	42,662.53	74,000	57,254.45	-25.5%
Total Fund Expenses	6,030.94	45,150.17	78,654	57,254.45	-21.1%
Surplus (Deficit)	(4,501.61)	(2,487.64)	(4,654)	-	

Social Security (28)

<u>Department</u>	<u>July Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Administration	2,253.35	62,860.26	115,000	61,083.83	2.9%
Total Revenues	2,253.35	62,860.26	115,000	61,083.83	2.9%
Expenses					
Administration	3,669.02	62,860.26	115,000	61,083.83	2.9%
Total Expenses	3,669.02	62,860.26	115,000	61,083.83	2.9%
Total Fund Revenues	2,253.35	62,860.26	115,000	61,083.83	2.9%
Total Fund Expenses	3,669.02	62,860.26	115,000	61,083.83	2.9%
Surplus (Deficit)	(1,415.67)	-	-	-	

Sycamore Park District
Summarized Revenue & Expense Report
Period ended July 31, 2023

Concessions (30)

<u>Department</u>	<u>July Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Clubhouse Concessions	20,647.27	52,482.22	96,163	55,568.98	-5.6% (1)
Beverage Cart	2,943.33	6,494.95	12,308	5,051.31	28.6% (1)
Sports Complex Concessions	4,059.09	57,748.53	61,389	52,353.34	10.3% (4)
Pool Concessions	-	-	-	-	#DIV/0!
Catering	741.86	10,891.64	20,537	10,903.23	-0.1%
Total Revenues	28,391.55	127,617.34	190,397	123,876.86	3.0%
Expenses					
Clubhouse Concessions	15,709.45	65,780.17	106,513	64,853.63	1.4%
Beverage Cart	2,526.36	5,552.15	10,182	4,243.74	30.8% (5)
Sports Complex Concessions	7,086.20	42,658.20	52,476	34,629.65	23.2% (3)
Pool Concessions	-	-	-	-	#DIV/0!
Catering	931.90	3,245.08	6,606	2,514.03	29.1% (2)
Total Expenses	26,253.91	117,235.60	175,777	106,241.05	10.3%
Total Fund Revenues	28,391.55	127,617.34	190,397	123,876.86	3.0%
Total Fund Expenses	26,253.91	117,235.60	175,777	106,241.05	10.3%
Surplus (Deficit)	2,137.64	10,381.74	14,620	17,635.81	-41.1%

- (1) Late open in 2023 due to construction from flood however, when combined with Beverage Cart almost caught up!
(2) Expenses for catering are up slightly do to increased payroll and slightly higher cost of goods sold due to increased rentals.
(3) tablets for sports complex. Higher cost of goods sold due to higher sales. Wages/taxes/imrf increased 44% \$4,366.
(4) Storm Dayz grossed approximately \$3,000 higher in 2023.
(5) Increased use of the cart resulted in increased wages/taxes 31.4% \$841 and increased cost of goods sold 28.4% \$435

Sycamore Park District
 Summarized Revenue & Expense Report
 Period ended July 31, 2023

Developer Contributions (32)

<u>Department</u>	<u>July Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Administration	193.69	6,879.29	8,100	7,594.86	-9.4%
Total Revenues	193.69	6,879.29	8,100	7,594.86	-9.4%
Expenses					
Administration	-	-	51,350	-	#DIV/0!
Total Expenses	-	-	51,350	-	#DIV/0!
Total Fund Revenues	193.69	6,879.29	8,100	7,594.86	-9.4%
Total Fund Expenses	-	-	51,350	-	#DIV/0!
Surplus (Deficit)	193.69	6,879.29	(43,250)	7,594.86	-9.4%

Sycamore Park District
Summarized Revenue & Expense Report
Period ended July 31, 2023

Golf Course (50)

<u>Department</u>	<u>July Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Golf Operations	117,505.37	514,027.40	625,481	400,298.66	28.4% (1)
Golf Maintenance	1,136.03	11,867.55	20,384	12,454.41	-4.7%
Total Revenues	118,641.40	525,894.95	645,865	412,753.07	27.4%
Expenses					
Golf Operations	33,722.20	171,155.03	403,306	151,089.26	13.3% (2)
Golf Maintenance	28,802.14	197,113.74	333,683	174,771.84	12.8% (3)
Total Expenses	62,524.34	368,268.77	736,989	325,861.10	13.0%
Total Fund Revenues	118,641.40	525,894.95	645,865	412,753.07	27.4%
Total Fund Expenses	62,524.34	368,268.77	736,989	325,861.10	13.0%
Surplus (Deficit)	56,117.06	157,626.18	(91,124)	86,891.97	81.4%

(1) 2023 vs. 2022

Daily Greens Fees +33.75% +\$43,918

Golf Events & Misc +12.41% +\$822

Lessons +3.7% +\$450

Carts +41.43% +\$40,613

Season passes +20.1% +\$24,498

Pro shop sales +16.71% +\$3,769

(2) Payroll and related taxes higher 14.5% \$12,610. Includes an earlier start for assistant pro shop manager.

Credit card fees up 34.6% \$2,982. Cost of goods sold increased 30% \$4,553 due to higher sales.

(3) Payroll and related taxes higher 9.5% \$9,761. Pesticides up 91% \$12,286.

Health Ins up 46.5% \$5,612 due to employee waived coverage in 2022.

Sycamore Park District
Summarized Revenue & Expense Report
Period ended July 31, 2023

Aquatics (51)

<u>Department</u>	<u>July Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Pool	-	-	64,170	40,297.49	-100.0%
Swim Lessons	-	-	19,567	13,636.13	
Splashpad	5,305.00	12,415.00	13,732	9,041.00	37.3%
	<hr/>	<hr/>	<hr/>	<hr/>	
Total Revenues	5,305.00	12,415.00	97,469	62,974.62	-80.3%
Expenses					
Pool	-	-	72,978	50,611.72	-100.0%
Aquatics Maintenance	473.17	5,410.73	34,900	30,043.03	-82.0%
Swim Lessons	-	-	10,427	3,955.66	
Splashpad	149.42	501.50	1,122	575.14	-12.8%
	<hr/>	<hr/>	<hr/>	<hr/>	
Total Expenses	622.59	5,912.23	119,427	85,185.55	-93.1%
Total Fund Revenues	5,305.00	12,415.00	97,469	62,974.62	-80.3%
Total Fund Expenses	622.59	5,912.23	119,427	85,185.55	-93.1%
Surplus (Deficit)	4,682.41	6,502.77	(21,958)	(22,210.93)	-129.3%

Pool closed 2023

Debt Service (60)

<u>Department</u>	<u>July Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Administration	15,085.83	380,898.52	691,000	358,487.42	6.3%
Total Revenues	15,085.83	380,898.52	691,000	358,487.42	6.3%
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	15,085.83	380,898.52	691,000	358,487.42	6.3%
Total Fund Expenses	-	2,490.00	783,337	3,690.00	-32.5%
Surplus (Deficit)	15,085.83	378,408.52	(92,337)	354,797.42	6.7%

Capital Projects (70)

<u>Department</u>	<u>July Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Administration	1,402.98	131,680.63	953,800	1,139.12	11459.9% (1)
Total Revenues	1,402.98	131,680.63	953,800	1,139.12	11459.9%
Expenses					
Administration	-	247,273.84	1,454,113	119,619.45	106.7%
Total Expenses	-	247,273.84	1,454,113	119,619.45	106.7%
Total Fund Revenues	1,402.98	131,680.63	953,800	1,139.12	11459.9%
Total Fund Expenses	-	247,273.84	1,454,113	119,619.45	106.7%
Surplus (Deficit)	1,402.98	(115,593.21)	(500,313)	(118,480.33)	-2.4%

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

Sycamore Park District
 Summarized Revenue & Expense Report
 Period ended July 31, 2023

Action 2020 (71)

<u>Department</u>	<u>July Actual</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>2022 YTD Actual</u>	
Revenues					
Administration	<u>817.25</u>	<u>3,550.82</u>	<u>299,740</u>	<u>15,601.08</u>	-77.2%
Total Revenues	817.25	3,550.82	299,740	15,601.08	-77.2%
Expenses					
Administration	<u>7,290.00</u>	<u>191,303.40</u>	<u>480,000</u>	<u>97,872.06</u>	95.5%
Total Expenses	7,290.00	191,303.40	480,000	97,872.06	95.5%
Total Fund Revenues	817.25	3,550.82	299,740	15,601.08	-77.2%
Total Fund Expenses	7,290.00	191,303.40	480,000	97,872.06	95.5%
Surplus (Deficit)	(6,472.75)	(187,752.58)	(180,260)	(82,270.98)	128.2%
Total Fund Revenues	309,011.59	3,487,455.80	6,806,307	3,113,397.92	
Total Fund Expenses	348,874.74	2,742,662.14	8,043,874	2,468,078.18	
Surplus (Deficit)	(39,863.15)	744,793.66	(1,237,567)	645,319.74	

Sycamore Park District
Fund Balances

	audited 1/1/2023	Revenues	Expenses	7/31/2023	7/31/2023 Cash balance
10 Corporate	1,012,650.36	1,088,842.32	724,478.16	1,377,014.52	1,383,456.91
20 Recreation	712,119.06	901,565.76	860,807.05	752,877.77	772,785.26
21 Donations	220,925.16	4,958.87	-	225,884.03	225,884.03
22 Special Recreation	225,056.60	135,044.31	65,187.74	294,913.17	294,913.17
23 Insurance	56,327.38	35,830.38	31,322.64	60,835.12	60,835.12
24 Audit	12,194.56	8,870.88	17,080.00	3,985.44	3,985.44
25 Paving & Lighting	47,132.33	14,853.21	-	61,985.54	61,985.54
26 Park Police	3,876.16	3,030.73	3,292.28	3,614.61	3,697.65
27 IMRF	4,654.08	42,662.53	45,150.17	2,166.44	2,166.44
28 Social Security	-	62,860.26	62,860.26	-	-
30 Concessions	66,481.01	127,617.34	117,235.60	76,862.75	72,773.81
32 Developer Contributions	51,349.38	6,879.29	-	58,228.67	58,228.67
50 Golf	174,469.08	525,894.95	368,268.77	332,095.26	350,799.43
51 Aquatics	(72,597.99)	12,415.00	5,912.23	(66,095.22)	(66,095.22)
60 Debt Service	101,740.74	380,898.52	2,490.00	480,149.26	480,149.26
70 Capital Projects	537,376.61	131,680.63	247,273.84	421,783.40	421,780.40
71 Action 2020	470,472.73	3,550.82	191,303.40	282,720.15	245,690.26
	3,624,227.25	3,487,455.80	2,742,662.14	4,369,020.91	4,373,036.17

Summary of depository accounts as of

8/16/2023

<u>Location</u>	<u>Balance</u>	<u>Interest</u>
Old National Bank	1,096,522.89	1.25
Resource Bank	202,023.92	1.41
IPDLAF	3,026,580.90	5.22
DCCF - Action 2020	70,817.76	
Dekalb Co. Community Foundation	21,384.09	
	<u>4,417,329.56</u>	

To: Board of Commissioners
 From: Lisa Metcalf, Superintendent of Recreation Services and Recreation Staff
 Subject: Monthly Report
 Date: August 22, 2023

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

Superintendent Metcalf

- Attended scheduled leadership, staff and Board meetings.
- Current active memberships/passes: 308 Pathway Fitness 24/7 Memberships, 235 Pathway Fitness Passes, 51 Track 24/7 Memberships, 204 Track Passes, and 328 Open Gym Passes.
- 2023 Dog Park Memberships sold to date: 302.
- Held monthly Rec Team Meeting to review summer programs and start planning for fall.
- Am now the Safety Coordinator for PDRMA and submitted our first SMART goal to continue to prevent slips, trips and falls in our dog park.
- Helped out at our Junk in Your Trunk event, checking in cars.
- Program registration for fall has started.
- Attended Art in the Park meetings to help plan for the event.
- Attended the KSRA Foundation Board Meeting.
- Had a meeting to discuss the Fire & Ice Festival along with our new Community Chili Cook-Off.
- Met with Jeff to discuss the parking lot closures that will occur when the lot is getting re-paved.
- The Library hosted its Summer Star Party at our Riverside Soccer Complex.
- Outdoor Community Game Night got canceled due to low registrations.
- Continue to work in RecTrac to update things as new things get added and changed.

Food and Beverage Manager Dobberstein

- Did vending for July selling \$224.00 in product.
- Had total of 7 Birthday Packages at the community center.
- Had 2 Multi-Purpose Room rentals for August.
- Had 0 gym rentals for August.
- Had 4 private splash pad rentals with 2 renting for 4 hours.
- Had 0 clubhouse rentals and 0 Riverview Room rentals for August.
- No outings at golf course for August.
- Had fairly successful Junk in Your Trunk event. Had 52 vendors. Rained in the morning, but still a pretty good sale. Need more signage.
- Met with Lisa and Sarah to get rules and itinerary for the chili cookoff in January.
- Had rain cancellation of the Sycamore High School Golf Tournament, waiting to see if being rescheduled.
- Re-opened soccer complex cart.

Recreation Supervisor Hoblit

- Dist. 427 Back to School Event saw the SPD staff engage with 150-200 people to get the word out about SPD programming.
- Worked the Concert in the Park. Overwhelmingly good feedback about the Class of '68 band. Many community members asked for them back next year.
- Challenger Soccer Camp Session 1 saw good numbers(30). Session 2 was new this year but saw decent numbers (15).

- Youth Tennis participant numbers were up this summer and saw 75 participants with an average of 5 per class.
- Sports instruction classes saw average numbers this summer with 95 participants with an average of 6 per class. T-Ball and Soccer are by far the most popular.
- New Pickleball classes and drill sessions were added to the Fall brochure expanding pickleball programs by 700% (I like how that reads compared to expanding to 7 programs)
- Fall volleyball leagues are filling up fast. 6 teams signed up in the first week of registration.

Recreation Supervisor Turner

- Wrapped up with our final week of Little Campers Half Day camp. We offered 8 weeks of camp, with a total of 101 kids registered. (many were repeats each week)
- Had our final Parent's Night showcase for the Little Tumblers, Cheer & Poms, Intro to Dance, and Ballet & Jazz classes.
- 39 people enrolled in 3 of our offered Karate classes. Ages range from 4 years and 9 months old all the way up to 72 years and 9 months old.

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

Administrative Initiatives (9/1/23-9/30/23)

Superintendent Metcalf

- Will have a Rec Staff Meeting to discuss fall offerings and planning for winter/spring.
- Will attend an all staff 2024 planning meeting.
- Will attend the IPRA Golf Outing.
- Aggression Volleyball will host another tryout in the Community Center gym.

Food and Beverage Manager Dobberstein

- Getting ready to open Sports Complex for the fall.
- Continue to do birthday bookings.
- Continue to do bookings.

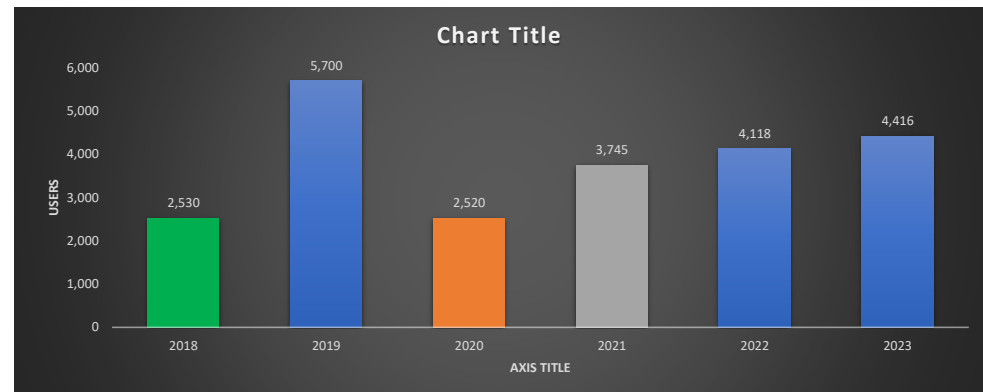
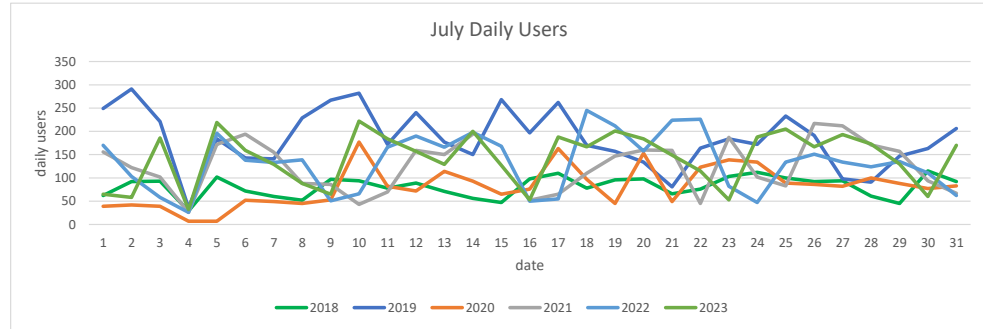
Recreation Supervisor Hoblit

- All Star Sports is offering new instructional Basketball Leagues for the fall. We are already hearing positive feedback on this.
- The Chicago Cubs v Arizona bus trip is sold out.

Recreation Supervisor Turner

- There is a new Self-Defense Seminar scheduled for the end of September. I am hoping this class will get the same turn out that Karate has gotten.

		2018	2019	2020	2021	2022	2023
July	1	62	249	39	156	170	65
	2	92	291	42	122	103	58
	3	93	221	39	102	58	186
	4	29	36	7	26	26	32
	5	102	184	7	172	196	219
	6	72	143	52	194	138	159
	7	60	141	49	155	133	129
	8	52	229	45	88	139	88
	9	97	267	53	86	51	65
	10	94	282	177	43	66	222
	11	78	172	82	70	166	184
	12	89	240	72	159	190	157
	13	71	177	114	150	166	129
	14	56	150	93	194	198	200
	15	47	268	65		168	127
	16	98	197	76	52	50	53
	17	110	262	163	65	55	188
	18	78	170	97	110	245	167
	19	96	157	45	147	212	201
	20	98	134	153	160	158	184
	21	66	81	49	159	224	149
	22	76	164	123	45	226	115
	23	103	184	139	187	82	53
	24	112	172	134	102	47	188
	25	100	233	89	83	134	205
	26	92	191	86	217	151	167
	27	94	98	82	212	134	193
	28	61	91	100	171	124	173
	29	45	147	88	157	135	130
	30	115	163	77	94	111	60
	31	92	206	83	67	62	170
TOTALS		2,530	5,700	2,520	3,745	4,118	4,416



From: Kirk T. Lundbeck
 Subject: Monthly Report
 Date: August 22, 2023

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

- Attended all administrative team meetings as scheduled.
- Continued bi-monthly marketing calls with Teesnap marketing. Continued planning next season's schedule of eblasts.
- Continued succession planning with Jonelle for Superintendent of Golf Operations position to be filled by January of 2024.
- August was another strong month for regular play, leagues and outings. Big events scheduled for August are:

The Sycamore Elks – Saturday, August 5th – 56 players
Schmitt Family – Sunday, August 13th – 48 players
The Club Championship – August 19th, 20th, 26th and 27th – We are still accepting entries.

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

In spite of not having those events we have had another great month. The golf course continues to stay incredibly busy. As of August 14th our revenues are over \$130,000.00 ahead of last season to that same date. I am constantly checking area courses websites and check their tee sheet for availability. The courses I monitor are Hughes Creek in Elburn, Prairie View in Byron, Marengo Ridge in Marengo, River Heights in DeKalb, and Edgebrook in Sandwich. These courses always have open times, and our tee sheet remains full.

- I continue to work 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. Tyler Oprins, who has stepped up into a pro shop cashier role can only work on Saturdays now due to teaching in the DeKalb School District. Madeleine Vinz can only work Sundays now due to a graduate assistant position at NIU. Benjamin Prendergast has accepted a full-time position with Dell Technologies, Nichola Doering is off to college and 4 other cart guys are on the high school golf team. Player Assistant staff will help with carts and outings.

Administrative Initiatives (9/1/23 – 9/30/23)

- 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. As we continue to try to find the right fit for this role I have told Jonelle I will stay on as long as necessary until the proper person can fill this role.
- We have the strongest September scheduled since my tenure began in 1997. Several large events are scheduled or have moved to September from other months. These outings include: Auto Meter, Fraternal Order of Police, Safe Passage, WNIU/WNIJ and a lot of smaller events.
- The Sycamore High School golf team has several matches scheduled throughout the month. Luckily for our Season Pass Holders and daily players they can only practice about once a week,

- I do have help wanted ads out for a pro shop cashier for this fall, there have been some very unqualified applicants apply. At this point it looks like Donald and I will be covering 90% of the hours, with a couple shifts each week by Tyler Oprins and Madeleine Vinz. Cart staff has reached a low and Donald and I will be covering those duties as well. The fall season is always tough with lack of staffing but this season I expect it to be even more difficult with the amount of play we continue to receive.
- This is the time I usually start setting up appointments with sales representatives for next season's merchandise. However, I am holding off while the search for my replacement continues. Once the position is filled it should be up to that individual to meet with representatives of the products, he or she would like in the pro shop for retail sales.
- I will be active in the involvement of the 2024 budget and set the levels of revenues and expenses with the guidance of Jackie and Jonelle. My historical background at this facility gives me much more insight than a new person would have. Once that new person has accepted the position the three of us will go through the budget and the expectations for the operation in 2024.

To: Board of Commissioners
 From: Jeff Donahoe
 Subject: Monthly Report
 Date: August 22nd, 2023

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

Golf

- The last two rains at the end of July and the 14th of August each produced rain of over two inches. Those along with in-between irrigation applications and ideal temperatures have kept the course green and growing at a time of year when the turf typically tries to go dormant.
- The storm on the morning of July 29th produced a large amount of lightning and the evergreen on the west side of the practice green was struck and caught fire. The fire dept. came out at 1:30 am to put out the flames and returned that afternoon as the tree continued to smolder. Our staff also added water with the irrigation hose that morning to help but the tree burned through the trunk, so our staff cut it down that week. The strike also took out a tv monitor in the clubhouse and blew all the fuses in the irrigation system control box.
- 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 as growth has been robust with the storms. Spraying for disease and weeds, tree trimming, path repairs, added sod to 10 tee paths, and removed mulch around some trees and added soil/seed.
- The 10-tee bridge landscaping is doing better with the recent rains. These blanketed areas will continue to mature through the fall. We have been mowing as needed and will add more seed this fall.

Sports

- The adult softball leagues have completed their seasons and tournaments.
- Dekalb County United soccer hosted a 30 team 3on3 tournament on the 12 using just six mini fields which went well.
- AYSO soccer started practices on August 8th and games start on August 19th through October 21st.
- Sycamore Youth Baseball will host training camp days on Tuesdays and Thursdays in September along with two Saturdays of scrimmage games. Sycamore Girls Softball will begin fall games after Labor Day. Syco softball will also have several days of small round robin tournaments on Sundays this fall.
- The splash pad continues to draw a big crowd. We recently changed the chlorine detection probe which automatically tells the pump when to inject chemical into the system.
- Completed tallying of all user group field preps for spring billing of each group.
- I have added some more pool items to the public auction site that did not receive bids earlier this year such as the guard chairs, the remaining ADA lift, and the chlorine tank dispenser modules.

Parks

- I attended staff, Board, budget, and park planning meetings.
- The concrete slab, and the wood fence enclosure at the soccer complex that were burned along with the port-o-pots were rebuilt recently and the pots were replaced by our service company. Insurance covered the cost minus our deductible for the pad and the fence.
- Park staff are mowing and trimming all parks consistently. Staff set up for the last concerts, continue to clean shelters for the many rentals, have been trimming tree growth along several trails, and cleaning up debris after the storms.
- Staff have also been replacing broken play equipment. This year slides at Kiddieland, Old Mill, Leon Larson, and Kiwanis Prairie have broken. Some by misuse and some just from age. We are still waiting for parts for a couple of these from the manufacturer.

- Staff have filled holes at the dog park recently and Rec. staff sent out an email asking users to watch their dogs so as not to dig holes while in the park. Staff also sprayed invasive plants in the dog park.
- 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. Lisa and I met with the company this week to discuss the logistics of keeping the Comm. Center open during the work.
- I have already started to gather some pricing information for the budget planning process for next year.

Administrative Initiatives (9/1/23-9/30/23)

- Attending staff, Board, planning meetings for park projects, and interviews for the Golf Operations Supt. position.
- Continue to work on auction site sale of surplus items as we have a few more pieces of equipment to add.
- Start early meetings with senior staff about budget planning for 2024.
- Work with sports field user groups for field prep and repairs. Staff continues to mow, trim, stripe lines, add infield mix, and landscape the facilities. Seeding of the thin field areas will take place where needed.
- Golf will host several outings and high school golf team meets in September. Greens aeration will be at the end of the month or early October. Seeding/sodding of thin or bare areas will take place along with more tree pruning. The newly replaced west entrance gate will also be painted at the end of August/beginning of September when it has dried sufficiently.
- The splash pad will be closed on Sept. 24th for the year unless weather dictates it closes earlier. We will then drain the system and prepare the controls and pipes for winter. We also plan to seal the concrete within the splash area this fall.

To: Board of Commissioners
From: Sarah Rex
Subject: Monthly Report
Date: August 22, 2023

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

- Marketing and Community Outreach Manager Rex
 - Met with Recreation staff to talk about the marketing material request system.
 - Introduce the Park District's new app.
 - Coordinated the Park District's role in DeKalb County History Center's Brown Bag Lunch program featuring Park District history.
 - Prepared and attended the Park District's booth at National Night Out with Recreation Assistant.
 - Prepared the Park District's booth at the School District's Back2School Bash. Recreation Supervisors Hoblit and Turner attended the event.
 - Worked with staff, Rockford Area Arts Council, and Flaunt Productions to create new Art in the Park Event.
 - Submitted one award nomination and two anniversary awards (Daryl Graves: 15 years of service, Sycamore Park District: 100th Anniversary) to the IAPD Best of the Best Awards Gala.
 - Coordinated photo opp to commemorate Doty and Sons Concrete Products' donation of three new bean bag toss sets.
 - Attended the Efficiency Committee meeting.
 - Will submit the Park District's Pumpkin Festival vendor and parade applications.

Administrative Initiatives (9/1/23-9/30/23)

- Marketing and Community Outreach Manager Rex
 - Will coordinate the 2024 planning meeting.
 - Will promote fall programs and events.

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

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

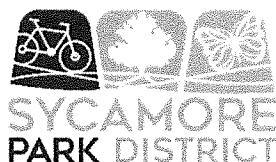
- Attended all Staff, Board and Planning meetings.
- Attended all Administrative staff meetings as scheduled.
- Attended Park Foundation meetings as scheduled.
- Attended All Rotary and Chamber Meetings
- Attended the KSRA board and Foundation meetings
- Attend and schedule all Efficiency Committee meetings
- 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. Set planning meeting for 2024 with all staff involved.
- Interviewing for Superintendent of Golf position: we had several applications and interviewed two. We did offer the position, but he decided he wanted to stay where he was. We have reposted the position on the PGA site, IPRA, our website and LinkedIn.
- Started working on the 2025 Strategic plan update with the staff.
- Review all construction projects and next steps:
 - Reston Ponds – waiting to have construction meeting with Elliot Wood and Upland Designs
 - North Grove – hope to have grant submittal complete by the end of Aug. 24.
 - GWT – waiting on FS grain is taking our offer to their board and we invited Ibarra to our board meeting, still waiting for their response to our offer.
 - Met with Ancel Glink, DSD and Progressive to discuss the Solar Panel lease agreement on three occasions. Hope to get this agreement approved at the August board meeting

Held meeting with Flock Security, DC Jeff Wig and part of the leadership team to review security camera options for District Parks for reduction in vandalism.

Administrative Initiatives (9/1 – 9/30 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
- Attended the KSRA board and Foundation 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. Set planning meeting for 2024 with all staff involved.
- Interviewing for Superintendent of Golf position: we had several applications and interviewed two. We did offer the position, but he decided he wanted to stay where he was. We have reposted the position on the PGA site, IPRA, our website and LinkedIn.

- Started working on the 2025 Strategic plan update with the staff.
- Review all construction projects and next steps:
 - Reston Ponds – hope to have construction timeline available for September board meeting
 - GWT – waiting on FS grain is taking our offer to their board and we invited Ibarra to our board meeting, still waiting for their response to our offer.
- Plan to have a decision on security cameras for 2024



Board of Commissioners
Date of Board Meeting: August 22, 2023

Staff Recommendation

AGENDA ITEM:

Solar Energy

BACKGROUND INFORMATION:

The Purchase and Lease agreements have been combined and are presented here as a document to be approved by the Board.

The document has been reviewed by DSD (the energy provider) Progressive Energy (our energy broker) and Ancel Glink (our lawyers) at four meetings to review all aspects of changes and how that will affect the Park District long term.

An item that was added was a buy-out option for years 9, 12 and 15. If the District so chooses to change providers or terminate the agreement, we have an option to purchase or buy out DSD for the solar equipment.

Document included may not be the final agreement

FISCAL IMPACT:

STAFF RECOMMENDATION: Asking board to approve the agreement pending Councils recommendations if the final document is not ready by the meeting date.

PREPARED BY: Jonelle Bailey, Executive Director

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:	Sycamore Park District	Seller:	[Airport Road I Solar Project 2023, LLC] [Airport Road II Solar Project 2023, LLC]
Name and Address	Jonelle Bailey 480 Airport Rd Sycamore, IL 60178	Name and Address	200 Harborside Drive, Suite 200 Schenectady, NY 12305 Attention: Erik Schiemann
Phone	815-895-3365	Phone	518-949-0165
Fax	n/a	Fax	n/a
E-mail	jonelleb@sycparks.org williamk@sycparks.org	E-mail	erik.schiemann@dsgrenewables.com
Facility Ownership	Purchaser [x_] owns [] leases the Facility. List Facility Owner, if different from Purchaser: _____	Additional Seller Information	Copy of notices to: Jennifer Gerrard, General Counsel 200 Harborside Drive, Suite 200 Schenectady, NY 12305 Email: jennifer.gerrard@dsgrenewables.com

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 5** (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
- Exhibit 5** Legal Description of Facility Real Property
- Exhibit 6** Production Guarantee

Purchaser: Sycamore Park District

Seller:

Signature: _____

Signature: _____

Printed Name:

Printed Name: Erik Schiemann

Title:

Title: President

Date: _____

Date: _____

Exhibit 1
Basic Terms and Conditions

1. **Initial Term:** Twenty (20) years beginning on the Commercial Operation Date.
2. **Additional Terms:** One five (5) year period following the Initial Term, but only if such additional time period is permitted under applicable law and the parties mutually agree as described in Exhibit 3, Section 3.b.
3. **Environmental Attributes:** Accrue to Seller.
4. **Energy Rate: \$0.0675/kWh**

 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. **Outside Installation Commencement Date:** May 27, 2024, 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. **Anticipated Commercial Operation Date:** June 15, 2024
7. **Purchaser Options to Purchase System:** As set forth in Section 18.b18.b of the **General Terms and Conditions**.
8. **System Installation:**

Includes:	<input checked="" type="checkbox"/> System design, engineering, permitting, installation, monitoring and rebate application paperwork (if applicable), as well prevailing wage construction and payment / performance bonding. <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, , tree removal, or tree trimming; • Storm water drainage issues and or new storm water management systems; • Temporary Site lighting;

**Exhibit 2
System Description**

1. **System Location:** [465 Airport Rd (Community Center)] [335 Airport Rd Sycamore, IL 60178 (Maintenance Building)]
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 System Meter.
3. **System Size (DC kW):** [218 kW DC *for 465 Airport Road*] [100 kW DC *for 335 Airport Road*]
 - 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] [*to be divided by System*]
 - a. Subject to change based on final design and engineering.
5. **Expected Structure:** [] Ground Mount [x] Roof Mount [] Parking Structure [] Other
6. **Expected Module(s):** [*to be inserted for each System prior to execution*]

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

7. **Expected Inverter(s):** [*to be inserted for each System prior to execution*]

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

8. **Facility and System Layout:** See Exhibit 2, Attachment A
9. **Premises:** The location on the roof of the building at the Facility on which Seller shall have the right to install, construct, operate, maintain, and own the System shown on Exhibit 2, Attachment A.
10. **Utility:** ComEd

Exhibit 2
Attachment A:
Facility and System Layout; Premises

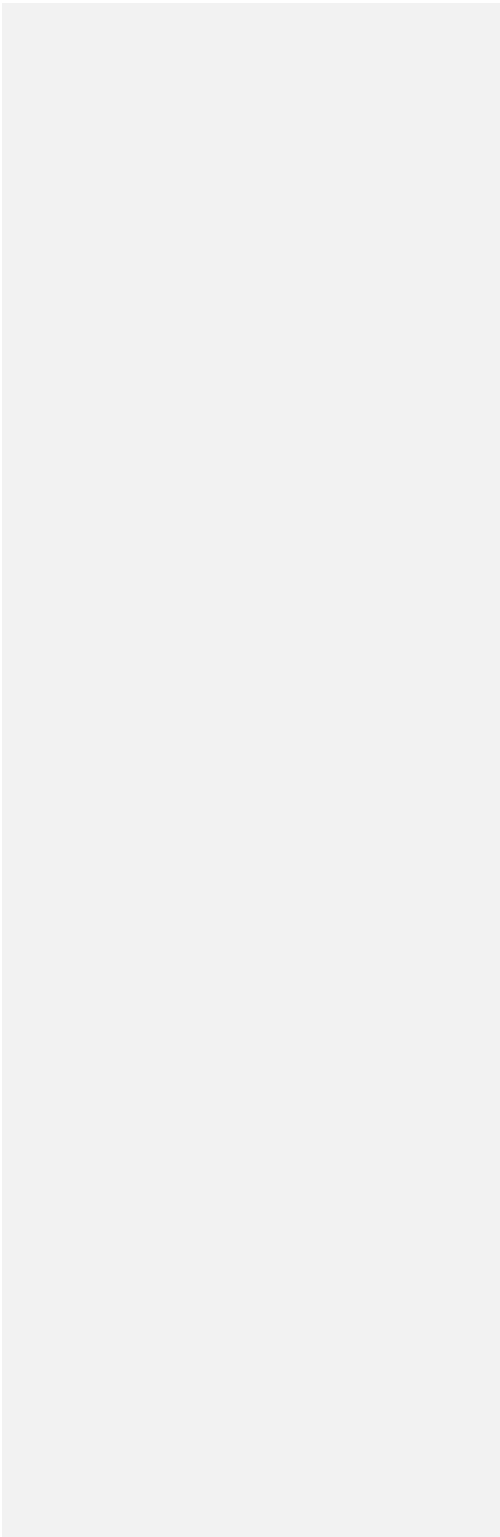


Exhibit 3
Solar Power Purchase Agreement
General Terms and Conditions

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 (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. Seller shall give Purchaser progress reports upon installation of fifty percent (50%) and ninety percent (90%) of the solar panels to be installed as part 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.** ~~Seller shall undertake good faith efforts to deliver notice to Purchaser one hundred eighty (180) days prior to the expiration of the Initial Term that Purchaser’s determination whether to seek an Additional Term is required, provided that Seller shall have no liability to Purchaser in the event it fails to deliver any such notice. If (i) Purchaser has not exercised its option to purchase the System prior to the end of the Initial Term, (ii) Purchaser desires to extend this Agreement on the terms and conditions set forth herein, and (iii) applicable law authorizes an Additional Term, 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 of its desire to extend this Agreement for the number and length of any Additional Term 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 shall include age and other relevant considerations. 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. Seller shall undertake good faith efforts to deliver notice to Purchaser one hundred eighty (180) days prior to the expiration of the Initial Term that Purchaser’s determination whether to seek an Additional Term is required, provided that Seller shall have no liability to Purchaser in the event it fails to deliver any such notice.~~
4. **Billing and Payment.**

Commented [SA1]: Is the Termination Payment equal to Zero for any Additional Term? if so, please add it expressly in the Agreement. See Exhibit 4 for additional language.

- 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. “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 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.
- 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.** To the extent imposed upon Seller, 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. Purchaser shall be responsible for and pay all Taxes which are assessed, levied, charged or imposed by any public authority against or relating to the Facility and all improvements thereon (excluding the System). Seller shall be responsible for any personal property taxes imposed on the System. To the extent any real property taxes are imposed on the System or taxes related to any rights to access the Property granted to Seller hereunder, then the Parties shall negotiate in good faith an equitable adjustment to the Energy Rate to compensate Seller for such increased costs. If the Parties are unable to mutually agree on such an equitable adjustment within thirty (30) days, the Seller may terminate this Agreement upon ten (10) day’s written notice to Purchaser without any cost or liability other than its removal obligations hereunder. 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.
- d. **Payment Terms.** All invoices under this Agreement payable from Purchaser 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 Agreement 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.

“**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 (SO_x), nitrogen oxides (NO_x), 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)

Commented [AP2]: DSD continues to diligence tax issues. However, we preliminarily are proposing the middle ground reflected in this provision. Purchaser is responsible for generation, sale, delivery, or consumption charges (we don't believe there to be any such taxes on behind the meter solar). As to property taxes / taxes on leasehold, we think it unlikely that such taxes will be imposed, but if they are, we will endeavor to agree to an equitable PPA adjustment at such time. The PD will not be compelled to agree to any such price adjustment, but if agreement on the price adjustment cannot be reached, then DSD would determine if it wants to continue with the project or terminate. Note that we have removed the item related to recording of the license in order to make the rights conveyed hereunder appear less like leasehold rights. DSD's PPA pricing assumes that the project will not bear any of costs. And given the relative unlikelihood that such costs will be imposed, DSD prefers to defer the issue unless / until it is an issue, rather than adjusting the PPA rate to account for these hypothetical costs.

Commented [SA3R2]: Okay.

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. Seller and Purchaser (to the extent Purchaser is otherwise obligated to file tax returns), 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, 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 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;
 - iii. 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 title policy with endorsements satisfactory to Seller;
 - iv. Seller shall have obtained confirmation from the applicable Governmental Authority that Seller will receive all applicable Environmental Attributes, incentives and Tax Incentives;
 - v. 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;
 - vi. 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
 - vii. Seller shall have received:
 - (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 prior to the Outside Installation Commencement Date that any of the conditions listed in subsections a.i. through a.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 any of the conditions listed in subsections a.i through a.viii above are not satisfied by the Outside Installation Commencement Date, 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.viii.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 June 15, 2024 (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 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. 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. 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 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 reasonably observe all of Seller's work on the System, provided that: (i) Purchaser shall provide Seller no less than twenty-four (24) hours notice of its intention of any observation requiring Purchaser to access the immediate areas in which work shall be taking place, (ii) Seller shall not be required to schedule any work around the availability of Purchaser to observe, (iii) Purchaser's observation shall not inhibit Seller's work, and (iv) Purchaser shall comply with all of Seller's applicable safety plans. 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.19.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 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.15.b.ii](#)), 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 for any Deemed Delivered Energy during such suspension.

- 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, to the extent applicable, insurance comparable to insurance Seller is required to maintain hereunder and to indemnify and hold harmless the Purchaser against third party claims, comparable to Seller's indemnification of Purchaser as set forth in Section 19.a.
- 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.
- k. **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 ten (10) days after written demand from Seller shall be a default under this Agreement subject to Section 1.c45.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 reasonably minimizes the impact on the System, all facts and circumstances considered, provided that nothing herein shall preclude Purchaser from undertaking reasonably required maintenance (including emergent) to the Facility. 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 scheduled outages, 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) 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 a failure of the Facility to accept the energy produced and delivered by the System and compensating 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 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.** Without limitation of Purchaser’s rights and obligations relating to maintaining the Facility as set forth in Section 8.c., 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, such consent not to be unreasonably withheld, conditioned, or delayed. If Purchaser wishes to make such alterations or repairs, 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 may be satisfied by leaving voice mail or comparable message), and give Seller the opportunity 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. 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 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. 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 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; provided, however, that Purchaser shall have the right to contest any such lien, so long as it provides a statutory bond or comparable alternative that removes or provides insurance against such lien ~~from title to the System~~.
- 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.
- 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, to the extent within its reasonable control, shall not permit any interference with the System’s Insolation and shall not construct or install, 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 foliage located at the Facility 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.

Commented [AP4]: This provision must remain as-is. So long as the PD is using commercially reasonable efforts to maintain physical security it will have no liability under this Section. Such a structure is reasonable. The very risk that DSD is guarding against with this provision is access to the System by those that intend to vandalize. The PD is not being ask to insure the System - only to maintain commercially reasonable security.

Commented [SA5R4]: Okay.

- 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.** Each Party shall notify the other within twenty-four (24) hours following the discovery by such Party 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. Each Party shall notify the other immediately upon (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.** Each Party will ensure that all applicable OSHA requirements and other similar applicable safety laws or codes are adhered to in its performance under this Agreement.
- m. **License and Facility Access Rights.** Purchaser grants to Seller and to Seller's agents, employees and contractors the following irrevocable licenses and rights to the Facility and the Premises (each, a "License"): (i) a non-exclusive License on, over, under and across the Facility for the purposes of ingress, egress and access to the Premises for the purposes of installing, constructing, maintaining, repairing, replacing, interconnecting and removing the System at the Facility, (ii) an exclusive License to install, construct, operate, maintain, own, interconnect and remove the System on and over the Premises shown on Exhibit 2, Attachment A, (iii) a non-exclusive License to access, install, use and maintain electric lines and equipment within, across and over the Premises and the Facility, including inverters and meters, necessary to interconnect the System to Purchaser's electric system at the Facility and/or to the Utility's electric distribution system or that otherwise may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance, interconnection or repair of the System, (iv) an exclusive License and rights to evaluate, develop, capture, use and convert the solar energy capability found on, about, over, across and at the Facility, in each case, and without limitation, sufficient to allow Seller to perform its obligations and to exercise its rights as provided in this Agreement. The term of the License will run for the Term, and survive the expiration or termination of this Agreement for a period of one hundred and eighty (180) days following the date of expiration or termination of this Agreement for the purposes of removing the System in accordance with Section 13 and shall also survive the termination of this Agreement for the purpose of implementing a Third Party Energy Sale, if applicable, as set forth in this Agreement (the "License Term"). During the License Term, Purchaser will ensure that Seller's rights under the Licenses and rights and access to the Facility are preserved and protected and will not interfere with or permit any third parties to interfere with such rights or access.

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 may terminate this Agreement upon ten (10) day's written notice to Purchaser 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 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 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 1.a.iv+5.a.iv.](#)

11. **[Reserved]**.

12. **[Reserved]**

13. **Removal of System at Expiration.**

Upon the expiration or earlier termination of this Agreement (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 any supports, canopies, anchors, penetrations, conduits or other similar ancillary equipment which were installed by Seller if, in Seller's and Purchaser's joint and reasonable judgment, the removal of such supports, anchors, penetrations, conduits or other similar ancillary equipment would cause harm and damage to 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 removal of the System and shall be flashed and/or patched to existing roof specifications, and Seller shall ensure that the removal of the System does not impair any then existing warranties applicable to the roof. 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. Seller shall be responsible for reasonable security measures to safeguard its tools, materials and equipment within the space designated by the Purchaser.

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 hereby provides a production guarantee in accordance with Exhibit 6 attached hereto.

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 pursues 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;
- v. 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;
- vi. 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; or
- vii. Purchaser prevents Seller from installing the System or Purchaser otherwise performs 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.

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. 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, provided that it shall not be a breach of Seller’s duty to mitigate damages if Seller decides, in its sole discretion, not to pursue a Third Party Energy Sale (as hereinafter defined).
- 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 and to the extent such right is exercised the License shall likewise survive termination of this Agreement. The Purchaser's Termination Payment shall be in accordance with **Exhibit 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. If Seller is the Defaulting Party, for any time period that the System is not delivering energy to the Facility, Purchaser may elect to pursue the purchase of energy from the Utility or an alternate retail electric supplier during the continuance of such Seller's Default (**Third Party Energy Purchase**). **If Purchaser pursues 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 effective Energy Rate.**

Commented [SA6]: Creates reciprocity of remedies.

- 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; 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. **Ownership of Facility and Other Agreements.** Neither the execution and delivery of this Agreement by such Party nor the performance by 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 such Party is a party or by which, in the case of Purchaser, Purchaser or the Facility is bound.

iv. Economic Sanctions and Anti-Money Laundering.

- (1) 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 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 their affiliates are Sanctioned Persons (as defined below);
- (4) 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) Each Party shall have the right to suspend or terminate and forgo performance under this Agreement if: (i) the other Party breaches or is in default with respect to this Section 16.b.iii+6.b.v; or (ii) the other Party or any of its affiliates become a Sanctioned Person.

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

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

- 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.
- 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 negligence or breach of this Agreement, such repair and restoration 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.c48-e) 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 other than by Force Majeure (as defined in Section 22.a) or Seller's gross negligence or willful misconduct, Purchaser may elect either (A) to restore the Facility or (B) 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, (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; 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 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, ~~Purchaser may request,~~ and Seller shall deliver to Purchaser ~~within a reasonable time of request,~~ certificates of insurance evidencing the above required coverage. Purchaser may, but is

Commented [BT7]: Under review by DSD risk management.

Commented [BT8]: Under review by DSD risk management.

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Commented [AP9]: Under continued DSD review.

Commented [SA10R9]: Rejected. We cannot waive subrogation.

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not obligated to, prohibit Seller from entering the property or performing work on the System until Seller delivers evidence of insurance required herein. Either Party may make a request for the other Party's certificate of insurance, and each Party shall thereafter 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 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 23.23](#)) 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 permit 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 Seller's creditors may not enforce any of Seller's debts against Purchaser, the Facility, or any of Purchaser's real property, provided that nothing in this [Section 18.a](#) shall preclude Purchaser from collaterally or directly assigning this Agreement as permitted by [Section 23](#). 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 Seller 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 ninth (9th), twelfth (12th), and fifteenth (15th) 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.c48-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 greater 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 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

Commented [AP11]: This language has been vetted and accepted by the tax equity fund that finances DSDs projects. Changes to this provision are not practicable.

Commented [SA12R11]: Okay.

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 undertake commercially reasonable measures to assign to Purchaser any manufacturer warranties except those which are declined by the Purchaser.

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 1.c.16 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 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.19.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.19.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 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 in a manner resulting in prejudice to the Indemnified Party’s rights and defenses (including by a failure to assume the defense within a reasonable time). Neither Party shall settle any Claim covered by this Section 19.b.19.b unless it has obtained the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall have no liability under this Section 19.b.19.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.19.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, except to the extent deposited, released, 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.

Commented [SA13]: See Section 20.

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 \$600,000 (such amount, the "**Seller Liability Cap**"). The provisions of this Section ~~20.b~~^{20.b-2} shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise.

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.

Commented [AP14]: DSD can eliminate the time period for bringing claims, but cannot permit unlimited liability for 3rd party claims.

Commented [SA15R14]: Rejected. This is why you carry CGL insurance. Indemnity for third party claims for injury or property damage must be excluded from the limitation of liability. We will agree to limit our respective duty of indemnification to the limits of insurance coverage.

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.

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.
- c. 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. 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 (1) 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 (2) 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 Financing Party; (iv) assign this Agreement and the System to any person succeeding to all or substantially all of the assets of Seller and (v) assign this Agreement and the System to any other assignee that (3) 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 (4) 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 assignments only upon assumption of Seller's obligations hereunder by the assignee. 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. Nothing herein shall preclude any transfers of membership interests in Seller.
- 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. 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 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, 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.c. 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. 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 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.

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 Illinois, including 735 Ill. Comp. Stat. 105/5-5 and 735 Ill. Comp. Stat. 105/5-10, without giving effect to conflict of laws principles that would cause the laws of another jurisdiction to apply to this Agreement. The Parties agree that the venue for any legal proceedings between them shall be limited to the United States District Court of the Northern District of Illinois- Western Division.
- b. **Attorneys' Fees.** If any action is brought in law or equity with respect to this Agreement, the losing Party shall pay to the prevailing Party a reasonable sum for attorneys' fees and costs incurred in bringing or defending such action or proceeding (at trial and on appeal) and/or enforcing any judgment granted therein.
- 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 1343](#) 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 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 7.k](#) (Warranty Disclaimer), [Section 8.m](#) (License), [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-c](#) (Notices), [Section 26.f26-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). Notwithstanding anything to the contrary herein, Purchaser acknowledges and agrees that a termination of this Agreement by Seller due to a Purchaser Event of Default shall not affect the License rights of Seller, 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 \$0.06~~75~~⁷⁰/kWh, with prices in subsequent years provided below.

Contract Year	\$ per kWh
1	\$0.06500670
2	\$0.06500670
3	\$0.06500670
4	\$0.06500670
5	\$0.06500670
6	\$0.06500670
7	\$0.06500670
8	\$0.06500670
9	\$0.06500670
10	\$0.06500670
11	\$0.06500670
12	\$0.06500670
13	\$0.06500670
14	\$0.06500670
15	\$0.06500670
16	\$0.06500670
17	\$0.06500670
18	\$0.06500670
19	\$0.06500670
20	\$0.06500670

End of Exhibit 3

Exhibit 4
Purchaser's Termination Payment Schedule

Contract Year	Termination Value
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	

The Termination Payment applicable to any Renewal Term is \$0.00.

Exhibit 5

Legal Description of Facility Real Property

Exhibit 6

Production Guarantee

1. **Guarantee:** During the Initial Term of this Agreement, Seller guarantees that the Adjusted Energy Production for each Guarantee Period shall be no less than the corresponding Guaranteed Production set forth in **Exhibit 6, Attachment A**. If the Adjusted Energy Production is less than the Guaranteed Production for any such Guarantee Period (any such shortfall, measured in kWh, a “Shortfall”), then Seller may cure such Shortfall by paying or crediting Purchaser liquidated damages in the amount of the Shortfall Payment.
2. **Sole and Exclusive Remedy:** The Shortfall Payment shall be Purchaser’s sole and exclusive remedy for Seller’s failure to deliver the Guaranteed Production. The Parties agree that actual damages to Purchaser as the result of Seller’s failure to deliver the Guaranteed Production would be difficult to ascertain, and the Shortfall Payment is a reasonable approximation of the damages suffered by Purchaser as a result of Shortfall during the Guarantee Term. For the avoidance of doubt, the values set forth for “Forecast Production for Guarantee Period” in **Exhibit 6, Attachment A** are estimates only, and, except as the terms are used in calculating the Production Guarantee, Seller does not provide any other guarantee of production of electric energy by the System.
3. **Certain Definitions:** The following definitions shall apply with respect to this **Exhibit 6**:

“**Adjusted Energy Production**” means, for each Guarantee Period, an amount, expressed in kWh, equal to the sum of (i) the total amount of electric energy actually delivered by Seller to the Delivery Point during such Guarantee Period, plus (ii) any Deemed Delivered Energy for the Guarantee Period, plus (iii) the Excused Production Losses for such Guarantee Period, plus (iv) any Energy Production Surplus from the immediately preceding Guarantee Period.

“**Energy Production Surplus**” means, for each Guarantee Period, any Adjusted Energy Production in excess of the corresponding Forecast Production for Guarantee Period set forth on **Attachment A** of this **Exhibit 6**.

“**Forecast Production for Guarantee Period**” means, for each Guarantee Period, the gross amount of kWh set forth in **Exhibit 6, Attachment A** which reflects Seller’s estimate of the production of the Solar System over such Guarantee Period.

“**Excused Production Losses**” means, for each Guarantee Period, an amount, expressed in kWh, equal to the aggregate amount of reduction(s) in delivered electric energy during the Guarantee Period as a result of: (i) Force Majeure events, equipment failures that are the subject of a manufacturer warranty claim (including while such warranty claim is pending), and critical equipment failures (including, where such critical equipment requires replacement, the time to replace such critical equipment); (ii) lost production during the Guarantee Period when a fluctuation in the grid frequency or voltage causes the inverters or the System to disconnect from the grid (which is defined to be the system receiving power exported from the System); (iii) lost production during the Guarantee Period when a failure in the grid or utility-owned and maintained interconnection infrastructure (including substation equipment such as transformers, switches, and protective relays), or other grid or utility ordered curtailment issued for any reason other than an issue with the System, is prevented energy from being exported from the System; (iv) Scheduled Outages by Purchaser pursuant to **Section 8.c**; (v) actions or inactions by Purchaser not expressly permitted under this Agreement and not accounted for by Deemed Delivered Energy; (vi) new shading sources affecting the System, including, but not limited to, new construction and or foliage growth; or (vii) new or unmodeled soiling sources affecting the System, including, but not limited to, industrial pollutants, wild fires, and snow.

“**Guarantee Period**” means each consecutive five-year period during the Initial Term, starting on the Commercial Operation Date and each successive five-year anniversary of the Commercial Operation Date during the Initial Term of this Agreement; provided, however, the first year of the first Guarantee Period shall commence on the date that is sixty (60) days following the Commercial Operation Date, and the amount of Expected System Output and Guaranteed Production set forth in Section I of this Exhibit B shall be pro rated for such partial year.

“**Guaranteed Production**” means, for each respective Guarantee Period, the gross amount of kWh set forth in **Exhibit 6, Attachment A**, which reflects eighty-five percent (85%) of the corresponding Forecast Production for Guarantee Period, which shall be adjusted for each Guarantee Period by the Weather Adjustment.

“**Shortfall Payment**” means, for each Guarantee Period, an amount equal to (i) the Shortfall multiplied by [], less (ii) the Shortfall multiplied by the average Energy Rate for the Guarantee Period. The calculation and payment of any Shortfall

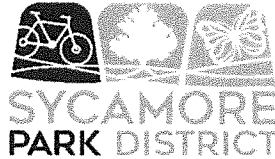
Payment will be done at the end of each Guarantee Period. The Shortfall Payment shall not be a negative number and shall not exceed [].

“**Weather Adjustment**” means adjustment to the Guaranteed Production values provided in **Exhibit 6, Attachment A** using local weather data as recorded by Seller in accordance with Good Solar Industry Practices during the corresponding Guarantee Period, and calculated as follows: The adjustment for each Guarantee Period shall be determined by calculating the ratio of solar insolation (in kWh/m²) recorded during the Guarantee Period divided by five times the annual solar insolation given in the meteorological weather file provided as input to the model used to generate the Forecast Production values for the Guarantee Period. If this ratio is less than one, the Guaranteed Production values shall be adjusted by multiplying by this ratio. Otherwise, the Guaranteed Production shall not be modified. The solar insolation used for this calculation shall be plane-of-array insolation if the PV system has a single array plane and both measured and modeled values of plane-of-array insolation are available. Otherwise, global horizontal insolation shall be used.

Exhibit 6
Attachment A

Forecast Production for Guarantee Period

Contract Year	Estimated Contract Year Production (kWh)	Minimum Production Threshold (kWh)	Forecast Production for Guarantee Period (kWh)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
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19			
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21			
22			
23			
24			
25			



Board of Commissioners
Date of Board Meeting: August 22, 2023

STAFF RECOMMENDATION AND INFORMATION

AGENDA ITEM:

Park and Construction updates

BACKGROUND INFORMATION:

Great Western Trail:

- F & G indicated they are good with the new offer, and we are waiting on their boards response.
- Ibarra was invited to our board meeting, we have not at this time heard if they will be attending. They are still in conversations with American Survey, waiting on a response.

Reston Ponds:

- Working with Elliot Wood and Upland Designs for the construction outline for Reston Ponds. Construction was initially scheduled to start August 1.

Riverside Parking:

- The vandalism at Riverside Soccer Complex has been repaired. The slab and fence have both been repaired and new port-a-johns have been distributed.

North Grove:

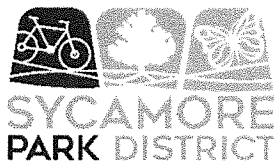
- OSLAD grant for this project will be submitted on August 24.

FISCAL IMPACT:

STAFF RECOMMENDATION:

PREPARED BY: Jonelle Bailey, Executive Director

EXECUTIVE DIRECTOR REVIEW/APPROVAL: BOARD ACTION:



Board of Commissioners
Date of Board Meeting: July 26, 2022

STAFF RECOMMENDATION

AGENDA ITEM:

Executive Session Meeting Notes

BACKGROUND INFORMATION:

Bi-annually we review the confidential executive session meeting notes to see which session can be released.

FISCAL IMPACT: None

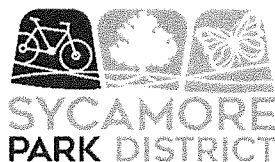
STAFF RECOMMENDATION: I recommend we release the following Executive Session meeting notes due to the age and content of those notes:

- **September 24, 2013**
- **September 30, 2015**
- **April 25, 2017**

PREPARED BY: Jonelle Bailey, Executive Director

A handwritten signature in black ink, appearing to read "JEB", is written over the name "Jonelle Bailey" in the "PREPARED BY" line.

EXECUTIVE DIRECTOR REVIEW/APPROVAL: BOARD ACTION:



Board of Commissioners
Date of Board Meeting: August 22, 2023

STAFF RECOMMENDATION

AGENDA ITEM:

CMJ IT Solutions: Fee Changes

BACKGROUND INFORMATION:

On Tuesday August 8, Superintendent Hienbuecher and I met with CMJ IT Solutions for our annual meeting regarding District Technology, current and future needs. Annually, CMJ will provide updates to their services or any changes they feel will better serve and protect their customers.

This year CMJ will be eliminating the need to purchase IT Support in blocks of times of service. They are switching to a system that is service inclusive. This service will also include several new security features.

They are also adding a Free Keeper Family Plan with five available users for each licensed employee.

FISCAL IMPACT: With these changes there will be approximately a \$4,536 difference annually to our IT service fees, not including the 10% discount they are providing us with for this year. The total fees for CMJ IT Solutions without the discount is \$22,320 annually which is less than we would pay for an IT staff person.

STAFF RECOMMENDATION: Staff recommendation is to approve the fee changes and move to the Ultimate package which is support inclusive.

PREPARED BY: Jonelle Bailey, Executive Director

EXECUTIVE DIRECTOR REVIEW/APPROVAL: BOARD ACTION:



435 Borden Ave, PO Box 115, Sycamore, IL 60178
 t. 815-899-2468 f. 815-524-2559

QUOTE
 CMJQ4297
 Aug 10, 2023

Quoted To:

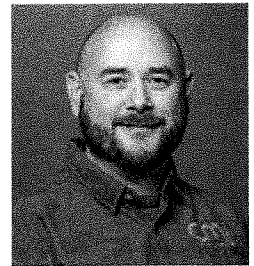
Sycamore Park District
 Jackie Hienbuecher
 480 S Airport Rd
 Sycamore, IL 60178

Phone 815-314-0975

Prepared By:

Tim Davis

tim@ITbyCMJ.com



Quote Expiration Date: 08/31/2023

Here is the quote you requested.

Description	Unit Price	Qty	Ext. Price
CMJ Ultimate IT - Managed Systems and Security with Unlimited Support			
CMJ Ultimate IT - Server - Monthly	\$120.00	2	\$240.00
CMJ Ultimate IT - HyperV - Monthly	\$60.00	1	\$60.00
CMJ Ultimate IT - Workstation - Monthly	\$60.00	22	\$1,320.00
CMJ Ultimate IT - Network Device - Monthly	\$20.00	2	\$40.00
First Year 10% Discount on Ultimate IT Services - Monthly	-\$166.00		-\$166.00

CMJ Ultimate IT - Features and Services

- Complete Security with Endpoint Protection, Detection and Response powered by WatchGuard EPDR
- Extended Detection and Response support when bundled with CMJ Ultimate Firewall by WatchGuard
- Multi-factor Authentication for Domain Accounts* by WatchGuard AuthPoint
- Secure Password Management with BreachWatch Dark Web Monitoring and Advanced Reports powered by Keeper
- Free Keeper Family Plan with five available users for each licensed employee
- Real-time Security Assessment & Vulnerability Management with Compliance Scans and Remediation Plans
- Automated Updates for Windows & Supported 3rd Party Software
- Remote Monitoring & Alerts
- Asset Tracking & Reporting
- Complimentary Account Management Services including Annual Report, Roadmap, Budgeting, and Cybersecurity Insurance Consultation
- Unlimited Business-Hours Support included for all managed devices and their users**

*All CMJ IT Solutions privileged accounts covered by MFA. One user account protected per managed workstation. Additional MFA licenses beyond protected workstations to be quoted separately at \$3.00 per user.

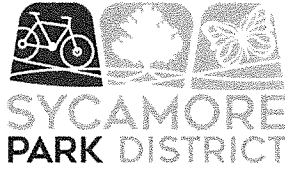
** New installations of hardware or software and changes of infrastructure shall be quoted as not-to-exceed projects and are excluded from Unlimited Support.

Open Block Charges - \$105.00 x 9.75 Hrs	\$1,024.00	1	\$1,024.00
Labor - Installation and Configuration of Ultimate IT Management and Security	\$2,000.00	1	\$2,000.00
Labor Discount - Thank you!			-\$2,000.00

Description	Unit Price	Qty	Ext. Price
Monthly Recurring Charges			
CMJ Premier Backup - Server with 1 TB Cloud - Monthly	\$100.00	2	\$200.00
Microsoft 365 Office E3 with Defender and Email Backup - Monthly	\$32.00	1	\$32.00
Microsoft 365 Bus. Premium with Email Backup - Monthly	\$30.00	2	\$60.00
Microsoft 365 Bus. Standard with Defender and Email Backup - Monthly	\$20.50	17	\$348.50
Microsoft 365 Bus. Basic with Defender and Email Backup - Monthly	\$12.75	24	\$306.00
Microsoft 365 Bus. Apps - Monthly	\$12.00	2	\$24.00
Splashtop Remote Access	\$10.00	1	\$10.00

	Subtotal	\$3,498.50
Your investment in addition to the Grand Total: \$2474.50 Billed Monthly	Tax	\$0.00
	Shipping	\$0.00
	Grand Total	\$3,498.50

Please contact me if I can be of further assistance.



Board of Commissioners
Date of Board Meeting: August 22, 2023

STAFF RECOMMENDATION

AGENDA ITEM:

Kishwaukee Special Recreation Association Appointee

BACKGROUND INFORMATION:

As a Member Agency of the Kishwaukee Special Recreation Association, it is our duty to have at least one staff person serve on the Board of Directors. As per the Joint Agreement, each participating Member Agency shall designate, in writing, to the KSRA Executive Director the name of the individual who shall serve as its representative on the Board of Directors. This designated individual is to be the Executive Director.

All terms shall be for one year, with no limit on the number of terms. This declaration of a designated person shall occur each year at the last board meeting of the year to begin service in the next year. Or as needed when a vacancy occurs.

In service to the Kishwaukee Special Recreation Association Board of Directors for the year 2023-2024, Sycamore Park District designates Jonelle Bailey, who holds the current title of Executive Director with our Agency.

This individual will serve as the Agency's voting member at all KSRA Board Meetings and be listed within the KSRA seasonal brochures and on the website as the designee to represent the Agency.

FISCAL IMPACT:

STAFF RECOMMENDATION: Approval of the appointee

PREPARED BY: Jonelle Bailey, Executive Director

EXECUTIVE DIRECTOR REVIEW/APPROVAL:

BOARD ACTION:



As a Member Agency of the Kishwaukee Special Recreation Association, it is our duty to have at least one staff person serve on the Board of Directors. As per the Joint Agreement, each participating Member Agency shall designate, in writing, to the KSRA Executive Director the name of the individual who shall serve as its representative on the Board of Directors. This designated individual is to be the Executive Director.

All terms shall be for one year, with no limit on the number of terms. This declaration of a designated person shall occur each year at the last board meeting of the year to begin service in the next year. Or as needed when a vacancy occurs.

This form can serve as the communication to designate the individual and must be signed by the President of the District’s Board of Directors.

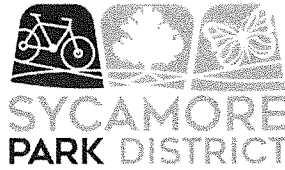
In service to the Kishwaukee Special Recreation Association Board of Directors for the year 2023-2024, **Sycamore Park District** designates **Jonelle Bailey**, who holds the current title of **Executive Director** with our Agency.

This individual will serve as the Agency's voting member at all KSRA Board Meetings and be listed within the KSRA seasonal brochures and on the website as the designee to represent the Agency. If this individual cannot attend any meeting, notification will be given to the KSRA Executive Director or the current KSRA Board President.

Signature of Member Agency Board President:

Date: _____

Created: 3/9/19
 Updated: 6/2/2021
 4/13/2023
 08/08/2023



Board of Commissioners
Date of Board Meeting: August 22, 2023

STAFF RECOMMENDATION

AGENDA ITEM:

Community Project: North Avenue

BACKGROUND INFORMATION:

In an effort to connect Sycamore to Wellness, Nature and Each Other in all areas of town, we are working with Israel Church of God; our goal is to improve greenspace and create additional recreation areas in that neighborhood.

At this time we have agreed to look into costs for tree trimming and resurfacing of the basketball court.

The Parks Foundation has agreed to cover half the cost of the tree trimming. We will continue to update both boards as to further improvement costs.

FISCAL IMPACT: Total project: \$2,000; Cost to Park District: \$1,000

STAFF RECOMMENDATION: Approve cover of half of the tree trimming project.

PREPARED BY: Jonelle Bailey, Executive Director

EXECUTIVE DIRECTOR REVIEW/APPROVAL:

BOARD ACTION:



Myles Tree Service

Myles Wentworth
ABN 8155707508
PO Box 21
Waterman, IL
60556
8155707508
mdwtree@gmail.com

ESTIMATE
94
EST0009

DATE
08/08/2023

TOTAL
USD \$2,000.00

TO

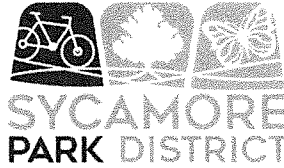
Good Church - Sycamore Park District - Jonelle

248 North Avenue
Sycamore, IL 60178
jonelleb@sycparks.org

DESCRIPTION	RATE	QTY	AMOUNT
Trim deadwood out of Cottonwoods by grill, Raise up trees located from grill to 50' past basketball court, and Raise up trees at southeast corner by entrance, all debris hauled away	\$2,000.00	1	\$2,000.00
SUBTOTAL			\$2,000.00
TAXABLE			\$2,000.00
TAX (0%)			inc \$0.00
TOTAL			USD \$2,000.00

Make Checks payable to:

Myles Tree Service
PO Box 21
Waterman, IL 60556



Board of Commissioners
Date of Board Meeting: August 22, 2023

Staff Recommendation and Information

AGENDA ITEM:

Security Cameras

BACKGROUND INFORMATION:

Due to the increase in vandalism over the last two years, we have looked into surveillance cameras at some of our parks. The initial quotes for cameras at our most isolated parks were incredibly high.

After the vandalism at Riverside Soccer Complex DC Jeff Wig reached out to us regarding some cameras that will work with the Police Departments systems.

Included is the camera information from Flock Security from our meeting on Tuesday August 15.

FISCAL IMPACT:

STAFF RECOMMENDATION: Recommend continuing to research camera options and add costs to Capital Improvement budget for 2024

PREPARED BY: Jonelle Bailey, Executive Director

EXECUTIVE DIRECTOR REVIEW/APPROVAL:

BOARD ACTION:

flock safety

Flock Safety Condor Tech Specs



Compute Box Mounting

PERMANENT BAND CLAMPS

WEIGHT

19.5 lbs

13.15" X 15.95" X 7.9"

Camera

BULLET CAMERA DIMENSIONS

15.6" x 4.4" x 5.4"

Weight = 8.16 lb

PTZ CAMERA DIMENSIONS

Camera: 11.6" x 6.5" x 6.5"

Mount: 7.9" x 9.1"

Weight = 6.72 lb

MOUNTED TO EXISTING POLES

12-30' height

Connectivity

CELLULAR CARRIER OPTIONS:

FirstNet, ATT, T-Mobile

ETHERNET COMING SOON

Power

AC VOLTAGE

120V AC

CONSUMPTION

Estimated 41W - dependent on usage

Mounting Option

AC & EXISTING POLE



flock safety

flocksafety.com

(866) 901-1781 | support@flocksafety.com

Automate investigative leads with a camera that sees like a detective

Flock Safety Falcon™ ALPR Camera

The Flock Safety Falcon is an affordable, infrastructure-free ALPR (automatic license plate reader) camera for law enforcement agencies who want to increase case clearance and eliminate crime. Unlike traditional ALPR, the Falcon uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible.

Not your average license plate reader

Install anywhere

With solar power and LTE connectivity, we can install the Sparrow where it makes the most impact on crime.

No maintenance required

We install, maintain, and service your cameras for the life of your contract, all for one subscription price.

Vehicle Fingerprint Technology

If an incident occurs, search footage by vehicle type, make, color, license plate state, and other unique features like bumper stickers, decals, and roof racks.

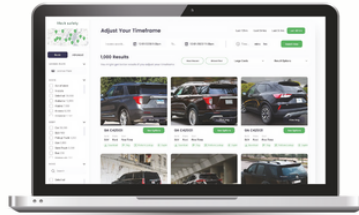


Join over 2000 cities using Flock Safety to eliminate crime



Detect

objective evidence necessary to clear more cases



Decode

footage with machine learning to uncover investigative leads



Deliver

real-time alerts to dispatch, patrol, and detectives

Trustworthy technology that solves and prevents crime.



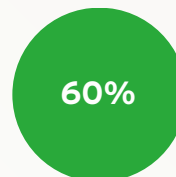
More plate reads than the competition



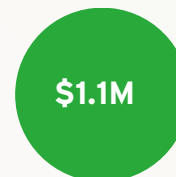
More accuracy than legacy LPR



Stolen plate and vehicle hits per hour



Crime reduction in Cobb Co., GA



Recovered in stolen vehicles in Wichita, KS

"We are making significant arrests almost every single day."

- Lt. Casey Slaughter
Wichita Police Department



Capture objective evidence 24/7 without the overtime pay

99



Identify vehicle body type, make, color, license plate (partial, missing, or covered plates), temporary plates, license plate state, and unique features like decals, bumper stickers, and accessories.

Solar Panel 23%

- Voltage: 18-20V
- Weight: 9.6 lbs (with hardware)
- Length: 21.25"
- Width: 14"
- Depth: 2"
- Mount: atop pole with bolts

Pole

- DOT breakaway pole: 6', 12'
- Material: SCH 40
- Alloy: 6061
- Weight: 32 lbs

Camera 5%

- Length: 8.75"
- Height: 5"
- Width: 2.875"
- Mount: Adjustable band clamps
- Weight: 3 lbs
- Footage: Uploads via LTE
- Line of Sight: 15' wide, 30- 65' distance
- Assembly: Flock Safety in Atlanta, GA
- Speed capture: \leq 100 MPH



flock safety

Tech Specs

License plate reading cameras that capture more evidence for your city.



DUAL SOLAR PANELS

Voltage: 18-20V

Weight: 25.73 lbs (with hardware)

Length: 21.25"

Width: 28"

Mount: Pole top or side of existing pole

POLE

DOT Breakaway Pole - 12' installed height

Diameter: 2.875" OD, 2.125" ID

Material: 6061 Aluminum with black coating

Alloy: 6061

Weight: 32 lbs

CAMERA

Length: 8.75"

Height: 5"

Width: 2.875"

Mounting: Adjustable band clamps

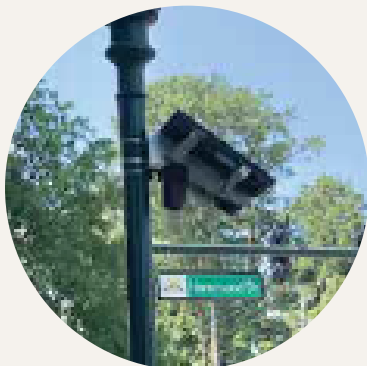
Weight: 3lbs

Footage: Uploads via integrated LTE

Field of View: 15' wide, 65' distance

Assembly: Flock Safety in Atlanta, GA

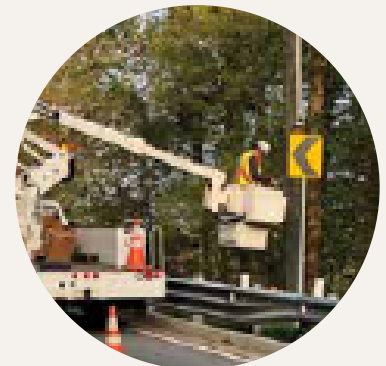
INSTALL ANYWHERE



Solar & Existing Pole



Solar & Flock Pole



Electric & Existing Pole