

NOTICE OF MEETING
Tuesday, February 25, 2020
6:00 p.m.

Park District of Highland Park
Board of Park Commissioners
West Ridge Center
636 Ridge Rd.
Highland Park, IL 60035

REGULAR MEETING AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. ADDITIONS TO THE AGENDA
- IV. PUBLIC COMMENT FOR ITEMS ON AGENDA
- V. CONSENT AGENDA
 - A. Minutes from January 14, 2020 Special Meeting
 - B. Minutes from January 14, 2020 Workshop Meeting
 - C. Minutes from January 28, 2020 Board Meeting
 - D. Minutes from January 28, 2020 Special Meeting
 - E. Approval of Ordinance 2020-03 - RCHP Property To Be Named The Preserve of Highland Park
 - F. Approval of 2019 Review and Amendment to GreenPrint 2024
 - G. Approval of Resolution 2020-03 Authorizing a Contract with the Lowest Cost Electricity Provider
 - H. Approval of Third Rider Agreement with Highland Park Bank & Trust, A Branch of Lake Forest Bank & Trust Company, N.A.
 - I. Approval of Davis Bancorp Armored Car Services Agreement
 - J. Approval of Seed Installation Monitoring and Management for FY 2020 Monitoring and Management
 - K. Approval of Agreement with Woodhouse Tinucci Architects for Recreation Center of Highland Park Locker Room Renovations
 - L. Approval of Golf Course and Learning Center Maintenance Equipment Purchase
 - M. Approval of Resolution 2020-04 – To Grant Non-Exclusive Utility Easement and Covenants
 - N. Bills and Payroll in the amount of \$1,609,922.95
- VI. UNFINISHED BUSINESS
 - A. Rosewood Beach
- VII. TREASURER’S REPORT
- VIII. NEW BUSINESS
 - A. Parks Foundation Update
 - B. Director’s Report
 - C. Board Comments
- IX. OPEN TO PUBLIC TO ADDRESS BOARD
- X. CLOSED SESSION PURSUANT TO THE FOLLOWING SECTIONS OF THE OPEN MEETINGS ACT: Section 2(c)1 – the appointment, employment, compensation, discipline of the District including legal counsel for the District; Section 2(c)5 – the purchase or lease of real estate including discussion on whether a certain parcel of property should be acquired; Section 2(c)6 – the setting of a price for sale or lease of property owned by the District; Section 2(c)8 – security procedures and

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the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property; Section 2(c) 11 – litigation against or on behalf of the District or where the District finds that an action is probable or imminent; Section 2(c) 21 – the discussion of minutes lawfully closed under the Act, whether for the purposes of approval of said minutes or for conducting the semi-annual review of the minutes as set forth in section 2.06 of the Act.; Section 2(c) 29 - for discussions between internal or external auditors and the Board. Possible action by the Board on items discussed in closed session.

XI. ACTION FROM CLOSED SESSION IF ANY

a. Consideration of Approval of release of certain Closed Session minutes

XII. ADJOURNMENT

Persons with disabilities requiring reasonable accommodation to participate in this meeting should contact the Park District's ADA Compliance Officer, Brian Romes, at the Park District's Administrative Office, 636 Ridge Road, Highland Park, IL Monday through Friday from 8:30 a.m. until 5:00 p.m. at least 48 hours prior to the meeting. Requests for a qualified ASL interpreter require five (5) working days advance notice. Telephone number 847-831-3810; fax number 847-831-0818.

**PARK DISTRICT OF HIGHLAND PARK
BOARD OF PARK COMMISSIONERS
MINUTES OF SPECIAL MEETING
JANUARY 14, 2020**

The Special Meeting of the Board of Park Commissioners of the Park District of Highland Park was held in the Board Room at West Ridge Center, 636 Ridge Road, Highland Park, Illinois 60035.

The meeting was called to order at 6:05 p.m. by Vice President Ruttenberg.

ROLL CALL

Present: Commissioner Bernstein, Commissioner Grossberg, Vice President Ruttenberg, Commissioner Flores Weisskopf

Absent: President Kaplan

Staff Present: Executive Director Romes; Director Carr; Director Smith; Director Voss; Director Gogola; Director Peters; Assistant Director Maliszewski; Assistant Director Henriques; Executive Coordinator Hejnowski

Vice President Ruttenberg, explained that President Kaplan would not be present at the meeting due to employment purposes, but he was available by phone. According to policy 2.06.4 Park Board Commissioners may participate in Board meetings by electronic means only by a vote of quorum of all sitting members of the Board who are physically present. All votes shall be taken by roll call.

Vice President Ruttenberg asked for a motion to allow President Kaplan to participate by phone at the meeting.

Motion was made by Commissioner Bernstein seconded by Commissioner Grossberg to allow President Kaplan to participate by phone at tonight's meeting.

Roll Call:

Aye: Commissioner Flores Weisskopf, Commissioner Grossberg, Commissioner Bernstein, Vice President Ruttenberg, President Kaplan

Nay: None

Absent: None

Abstain: None

Motion Carried

Let the record show that President Kaplan joined the meeting by phone at 6:06 p.m.

PUBLIC HEARING CONCERNING THE INTENT OF THE BOARD OF COMMISSIONERS TO SELL NOT TO EXCEED \$7,250,000 GENERAL OBLIGATION PARK BONDS FOR PARK IMPROVEMENTS AND FOR THE PAYMENT OF EXPENSES INCIDENT THERETO.

Vice President Ruttenberg stated that a public hearing concerning the intent of the Board of Park Commissioners to sell not to exceed \$7,250,000 General Obligation Park Bonds for park improvements and for the payment of the expenses incident thereto for the Park District of Highland Park is now in session.

Roll Call:

Aye: Commissioner Flores Weisskopf, Commissioner Grossberg, Commissioner Bernstein, Vice President Ruttenberg, President Kaplan
Nay: None
Absent: None
Abstain: None

Motion Carried

Vice President Ruttenberg asked if there are any members of the Board of Commissioners who wish to comment on this issuance.

Commissioner Bernstein stated that this issuance has been discussed over the last several months and it is the recommendation of the Finance Committee to move forward with the issuance.

Vice President Ruttenberg asked Executive Director Romes if he was aware of any written communications that were received related to the Park District's issuance of General Obligation Park Bonds. Executive Director Romes stated that there were none.

Vice President Ruttenberg asked if there were any residents in attendance that would like to comment.

Vice President Ruttenberg stated that there were no members of the community or the Board of Commissioners who have chosen to speak to this issue.

Motion was made by Commissioner Bernstein and seconded by Commissioner Grossberg to adjourn the public hearing.

Roll Call:

Aye: Commissioner Flores Weisskopf, Commissioner Grossberg, Commissioner Bernstein, Vice President Ruttenberg, President Kaplan
Nay: None
Absent: None

Abstain: None

Motion Carried

ADDITIONS TO THE AGENDA – None

PUBLIC COMMENT FOR ITEMS ON THE AGENDA - None

NEW BUSINESS

A. PARC Grant Resolution of Authorization

Director Smith reported that staff are preparing a Park and Recreational Facility Construction (PARC) grant application for the Centennial Ice Arena Facility Renovation Project. As part of the application, the Resolution of Authorization must be approved by the Park District Board of Commissioners. This resolution certifies and acknowledges that the Park District has the funds necessary to complete the pending PARC project within the specified timeframe. In addition, it further acknowledges, that if awarded, the Park District will comply with all terms, conditions, and regulations of the grant.

Staff recommends the Park Board of Commissioners approve the PARC Grant Resolution of Authorization allowing the Park District of Highland Park to apply for funding assistance for the Centennial Ice Arena Facility Renovation Project.

Commissioner Flores Weisskopf asked when the recipients for the grant would be announced. Director Smith stated that it could be early summer. President Kaplan wanted to know how long the District would have to wait to apply for another grant if the District does not fulfill the obligations. Director Smith stated the District would be ineligible for IDNR indoor/outdoor grants for the next two years.

Motion was made by Commissioner Bernstein and seconded by Commissioner Grossberg to approve the PARC Grant Resolution of Authorization.

Roll Call:

Aye: Commissioner Flores Weisskopf, Commissioner Grossberg, Commissioner Bernstein, Vice President Ruttenberg. President Kaplan

Nay: None

Absent: None

Abstain: None

Motion Carried

Board Special Meeting Minutes
January 14, 2020

OPEN TO PUBLIC TO ADDRESS THE BOARD - None

ADJOURNMENT

There being no further business, a motion was made by Commissioner Bernstein seconded by Commissioner Grossberg. The Special Meeting adjourned at 6:16 p.m.

Respectfully submitted,

Brian Romes, Secretary

**PARK DISTRICT OF HIGHLAND PARK
BOARD OF PARK COMMISSIONERS
MINUTES OF WORKSHOP MEETING
JANUARY 14, 2020**

The Workshop Meeting of the Board of Park Commissioners of the Park District of Highland Park was held in the Multipurpose Room at the West Ridge Center, 636 Ridge Road, Highland Park, Illinois.

The meeting was called to order at 6:28 p.m. by President Kaplan.

ROLL CALL

Present: Commissioner Grossberg, Commissioner Bernstein, Vice President Ruttenberg, Commissioner Flores Weisskopf, President Kaplan

Absent: None

Staff Present: Executive Director Romes; Director Smith, Director Peters; Assistant Director Maliszewski, Assistant Director Henriques; Director Carr; Director Gogola; Manager Grill; Executive Coordinator Hejnowski

ADDITIONS TO THE AGENDA – None

PARK AVENUE UPDATE

Executive Director Romes reported that at the December 12 Regular Park Board Meeting, the Park Board directed staff to work with community stakeholders on addressing potential site improvements at Park Avenue Boating Facility. Park Board Commissioner, Cal Bernstein, and Park Board Vice President, Barnett Ruttenberg, were assigned as board liaisons to this Park Avenue Working Group.

The working group met for the first time on Monday, December 16, and established the Group's purpose and stated objectives. Meeting participants included Park District, City staff, Park Board liaison's, and City Council liaison's Tony Blumberg and Adam Stolberg, North Shore Yacht Club Commodore Laura Knapp, as well as numerous members of the public.

Romes reported that The Park Avenue Working Group's stated purpose is to seek feasible options that provide long term access to boating activities at Park Avenue Boating Facility and stated objectives were as follows: Objective #1 *is to provide education on lakefront conditions and associated risks at Park Avenue.* Romes noted that this objective was completed this evening, January 14 at the Working Groups second meeting where coastal engineering firm, SmithGroup, presented up-to-date information on Lake Michigan water levels, explained the different proposed concepts for the barge/breakwater repair or replacement and reviewed a site analysis that helped explain the risks associated with activities and shoreline protection at Park Avenue. Objective #2 is to evaluate site improvement options and determine priorities based on

feasibility. Romes reported that this objective will be tackled at our next Working Group Meeting on Wednesday, January 29, at 8am. The group hopes to gain consensus on a recommendation that will be brought to the Park District Finance Committee. Objective #3 is to explore fiscally responsible funding options to support site improvements which will be discussed at the Park District's March Finance Committee Meetings. Objective #4 is to provide a recommendation to the Park Board on proposed site improvements and funding options in either April or May 2020.

Romes reported that the Park Avenue Working Group is hoping to gain consensus from the Park Board that Consistent with the Park District's Mission and Board-approved policies, The District will continue working with the Park Avenue Working Group on seeking fiscally responsible site improvements that provide long term access to boating activities at Park Avenue Boating Facility. All Park Board members provided their consensus. Commissioner Bernstein added that 11 concepts were discussed earlier this evening and he hopes that at the January 29 meeting, the group will be able to narrow it down to two to three preferred concepts.

The following were comments from the public.

Michael Stroz, 580 Hillside, Highland Park

Mr. Stroz stated that he has heard a lot of positive things happening recently.

Michael West, 1342 Ferndale, Highland Park

Mr. West expressed his appreciation for the task force.

Laura Knapp, 700 College Place, Highland Park

Ms. Knapp stated that the working group is making good progress, but she would like to see money in the Capital Plan for Park Avenue Beach.

Annette Johnston, 836 Burton Avenue, Highland Park

Ms. Johnston is happy that the Capital Plan is being discussed, but states that there is significant damage from the latest storm. She would like to see money added to the 2020 Capital Plan to repair or maintain Park Avenue before further erosion occurs.

Frances Jane Peszek, 146 Towers Keep, Highland Park

Dr. Wallace Nicholas finds that being on, in, or near the water provides cognitive health benefits. She shared some of the article.

Fritz Litgers, 45 Burtis, Highwood

Mr. Litgers shared that this past summer was his first summer of boating and he enjoyed it. He wanted to thank the boating community and North Shore Yacht Club for keeping his memories alive.

Lynn West, 1900 Green Bay Road, Highland Park

Ms. West would like to see the yacht club be more involved with the Park District and stated that it is her opinion that the District fails to offer educational programming geared toward boating.

Peter Mordini, 1853 Sheahen Court, Highland Park

Mr. Mordini thanked the Park District and the City for the major cleanup after this last big storm. He shared that there have been major successes in Michigan from the implementation of trapbag repairs. He asked if such repairs could be covered by insurance. He also asked if there would be boating next year. Executive Director Romes stated that it would be dependent on safety. Mr. Mordini said he would like to see a deck or platform built on the sheet pile and doesn't understand why it would be that difficult. He feels the south side of the parking lot would have been saved if there had been an operational breakwater.

Joe Harrison, 1700 Edgewood Road, Highland Park

Mr. Harrison stated that he has been a member of the yacht club for 30 years and appreciates that Highland Park is one of the few cities with lake front access. He appreciates the efforts being made and stated that numbers cannot be used for comparison due to all the changes.

David Mecklenberger, 1180 Hilary Lane, Highland Park

Mr. Mecklenberger is a lifelong resident of Highland Park and 50-year boat user. He shared that he walked from Park Avenue to Ravine Drive before the storm. He asked if a boat launch could be placed at Ravine Drive beach since there is still a concrete foundation and this beach doesn't seem to be hit as hard as Park Avenue Beach.

Peter Sherman, 1409 Ridge Road, Highland Park

Mr. Sherman has used the launch ramp for many years. He is glad to hear that the Board of Commissioners is considering repairs since it is a great resource that many cities don't have. He thanked the Board and is hopeful that a solution can be reached.

ROSEWOOD BEACH UPDATE

Director Smith reported that the Rosewood Beach Emergency Nourishment Project was completed this past Fall to address immediate concerns from sand erosion due to near-record high lake levels and increased storm activity in Lake Michigan. The District continues working with SmithGroup in exploring long-term solutions for the protection of Park District lakefront property. Margaret Boshek of SmithGroup presented a variety of options for addressing the erosion at Rosewood Beach.

She shared that NOAA and the Army Corps records lake levels and provides predicted forecasts for future levels. This past year Rosewood Beach was a little under half a foot from the historic high. 2019 was the highest precipitation year out of 125 years of recording. In January, the lake level average was 581.51, which is 17 inches higher than last year's average. The National Weather Service, predicted in November 2019, an average winter, but it has turned out to be much warmer, which translates into high water levels. The Summer 2020 forecast is for lake levels to be above the record high.

Ms. Boshek stated that NOAA predicted 12-foot waves from the storm this past weekend. At this time of year, it is expected that the beach would be covered with ice, which works as a protective shield. Because there is no ice, due to warmer temperatures, this storm caused significant damage. An average water level for Lake Michigan is 578.84, since our lake levels are currently

at 583 the waves were topping over the breakwaters at Rosewood and brushed up onto the beaches, but the nourishment project protected the shoreline and the infrastructures.

Ms. Boshek outlined the following long-term concepts.

1. Underwater Weir (keeps the current breakwater)
 - a. During high waters the weir will not be visible.
 - b. Sand will no longer escape the cove, as a result there will be a significant drop once you enter the water beyond the rubble piles

2. Reduced Gap Width
 - a. The current gap allowing water to enter the cove will be reduced. This will require tons of stones which are very expensive since everyone along the lakefront is seeking a similar solution.
 - b. This is more effective than the first option, but the cost is significantly higher.

3. Back of Beach Revetment
 - a. The revetment would not be visible so long as the sand does not disappear. It would be placed underground in front of the building and around the parking lot.
 - b. This does not help maintain the beach or prevent further erosion. This is a final defense to protect infrastructures.

Ms. Boshek stated that not every cove requires the same long-term repair. The project timeline for any of these options is:

- Permitting takes two three weeks.
- Drawing available one week later.
- Bid: one month later.
- Construction should take six to eight weeks (weather dependent).
- Total: about four to six months, if there are no delays.

President Kaplan wanted to confirm that option 3, the Revetment, does not protect against sand erosion. Ms. Boshek answered that he was correct. She further explained that each cove acts independently.

Commissioner Bernstein asked if the beach would need another replenishment. Ms. Boshek stated that is could be a possibility. Commissioner Bernstein asked Ms. Boshek if a replenishment would be less likely by adding these long-term concepts? Ms. Boshek stated that until a beach feels full or static it will want to absorb sand.

Commissioner Bernstein asked if the revetments are installed, even with the high lake levels, would there be no sand left or would it just be protecting the building. Ms. Boshek stated that until water levels recede, the recreational spaces will be very small, but still exist. Commissioner Bernstein asked how the sand will get replenished as the lake levels go down. Ms. Boshek explained that the beaches are very flat, so the sand gets pushed up onto the shoreline and creates dunes.

Vice President Ruttenberg asked if the revetments are installed, does it need to be covered with sand. He further stated if this will mean bringing in more sand or moving what is currently there. Ms. Boshek answered that the current sand would be used, but the southern cove (recreation cove) might need additional sand since it was not included in the emergency nourishment.

Commissioner Bernstein shared that if this is the new normal, and lake levels will be at this height or higher, and we're currently experiencing topping, is the revetment the only way to protect the boardwalk and infrastructures. Ms. Boshek answered yes. She further reported that Rosewood Beach has flattened to the point where it's now stable and the grains are not being lifted back into the water. She feels the sand nourishment is protecting the District's investment.

Commissioner Grossberg asked if science suggests this is a global epidemic or will this pass. Ms. Boshek shared the rising temps are causing more precipitation and higher lake levels. The long-term forecast is wetter/warmer. Commissioner Grossberg further stated it takes a long time for water to slowly release into the seaway from lake Michigan.

Vice President Ruttenberg asked when a decision would have to be made which would allow the beaches to open by Memorial Day. Ms. Boshek stated that the work could be done in phases. He further asked if Ms. Boshek had been hired by any other lakefront communities. Ms. Boshek answered SmithGroup has been hired by Chicago and Wilmette to address their lakefront concerns. Vice President Ruttenberg asked if those areas are doing anything differently. Ms. Boshek stated Highland Park is ahead of the curve, since Chicago and Wilmette have yet to identify areas to repair.

The following were comments from the public.

Joe Harrison, 1700 Edgewood Road, Highland Park

Mr. Harrison asked about options 1 and 2 and wanted to know what happens to the water depth. Ms. Boshek replied that option 1 holds sand in it and reduces the water dept for swimming.

Ben Johnston, 94 Oakmont Rd, Highland Park

Mr. Johnston stated that it doesn't seem like only the high water has effect on the sands, suggesting this past year has been devastating. He feels the original design failed to protect the sand. He thinks the breakwater does a nice job, but the gap is too wide allowing high and forceful waves to hit the shoreline. He asked if the reduced gap should have been done originally. He stated that gap diffraction and the amount of energy is related to a wave environment. Ms. Boshek reported it is not a failure of the design, which was implemented for and during average water levels in 2015. Mr. Johnston asked if the sand was being monitored. Ms. Boshek answered yes, a five-year study was being conducted. She further stated that it is visible that the sand is flattening and getting placed outside of the breakwaters, and it won't return. Mr. Johnston asked which plan Ms. Boshek felt was the most effective at breaking wave energy. Ms. Boshek answered that reducing the gap will reduce the waves but cause more sand to build in the cove.

President Kaplan stated that it was time to move on.

BEACH MANAGEMENT PLAN GRANT (IDNR COASTAL MANAGEMENT PROGRAM)

Director Smith reported that through ongoing lakefront planning, staff has identified the need for a Beach Management Plan because of the increasing complexity of managing lakefront parks, and the need to protect the beaches for recreational use and natural habitat. The District applied for grant funding through the Illinois Department of Natural Resources Coastal Management Program to support this effort. I am pleased to announce that the District's proposal was selected, and the District will receive funding, pending approval of the grant agreement attached to the board packet.

To develop this plan, the Park District will work with engineers at SmithGroup. Engineers will evaluate existing conditions to develop management recommendations and strategies for Moraine Beach, Millard Beach, Park Avenue Beach, and Rosewood Beach. Each location is unique and will be addressed separately to develop specific actions that are customized to local conditions. The focus of the proposed plan is to develop practical, implementable, and quantifiable strategies to address sources of water quality degradation, habitat creation and protection, universal public access, and long-term resilience honoring the District's mission and vision of environmental stewardship and appreciation of the natural world.

The total project cost is \$35,000, half of which is reimbursable by the grant. The District's match is budgeted in the 2020 Capital Plan. The District has until January 2021 to complete the development of this plan.

Ms. Boshek reported that four parks along the beachfront have been examined. The goal is to create a planning document to help the District make decisions such as water quality, habitat retention and growth, public safety and access to these beaches.

Vice President Ruttenberg asked if SmithGroup's plan will provide suggestions for recreational opportunities at Millard Park. Ms. Boshek said yes, and a site analysis will be conducted. Vice President Ruttenberg wanted to know if the study will take into consideration parks adjacent to the beaches. Ms. Boshek stated that zoning is included with this plan so some recommendations will be offered. She further stated that the District developed a land management plan and part of that plan was to include a beach management plan.

COMMUNITY PARK UPDATE

Manager Grill reported that recent accomplishments include restoration in the Highland Park Woods corridor, repair of culverts on the site, and award of the IEPA 319 Grant funds for Shoreline Restoration on the North Pond.

Manager Grill stated that staff continues to work with the Lake County Forest Preserve District (LCFPD) and City of Highland Park on terms associated with the required Intergovernmental Agreement (IGA). Following a mid-November meeting, LCFPD staff committed to send revised IGA documents, which are expected to be received this week. Park District staff submitted an updated Master Plan to LCFPD which includes the IEPA grant work.

Construction documents are largely finalized. Staff expects to submit these to Lake County Stormwater Management Commission (SMC) and the City of Highland Park for Watershed Development Ordinance permitting this month.

Manager Grill shared that the Park District's application for IDNR's Recreational Trails Program has been forwarded to the U.S. Department of Transportation Federal Highway Administration for consideration. This is a key step toward approval of funding for trail amenities including a restroom, additional signage, trail markers, and a traffic circle to enhance pedestrian/bike flow around the nature maze. The total amount of that portion of the project is \$72,300 with requested grant funds of \$57,500. The grant announcement for OSLAD funding is expected soon, but final agreements are not expected to be completed until Spring 2020. Our application is for \$400,000 for trail work, park amenities, and landscaping.

Staff is preparing bid documents for construction. However, if awarded either of the grants from IDNR, the project could not be bid until the grant agreement(s) are signed. Manager Grill stated that construction will begin in June or early Fall.

PLATFORM TENNIS UPDATE

Director Smith stated that following the Park Board's direction to continue to explore the most cost-effective location for platform tennis, staff have solicited a proposal for further cost estimating from engineering firm Gewalt Hamilton and Associates. Staff will review the cost proposal to identify the ideal location for platform tennis and to develop preliminary concept plans and cost estimates.

Director Smith shared that the four sites under consideration are: Sunset Woods Park, Danny Cunniff Park, Deer Creek Racquet Club, and the Golf Learning Center. Sunset Woods Park is not in a flood plain, but a warming hut would have to be constructed which would be expensive. Danny Cunniff Park has a building which could be repurposed but is in a flood plain. Deer Creek Racquet Club could use the existing building as a warming hut. The Golf Learning Center has an existing building which could become a multi-purpose facility.

Director Smith reported that the opinion of staff is that Danny Cunniff is the best location for platform tennis courts. President Kaplan asked if the warming hut would need to be staffed. Executive Director Romes said no, not all the park districts have staffed huts. He stated that those that are staffed serve food and beverages. Commissioner Grossberg stated that he had a concern with the Danny Cunniff location, and asked if the courts could be relocated. Director Smith said that yes, Gewalt Hamilton would assist with the placement of things at the site. Commissioner Flores Weisskopf shared that it is unnecessary to have all the locations examined as it is more cost efficient to decide on one and take it from there. She stated that she does not like the Golf Learning Center as a possible location as it has no synergy with platform tennis. Commissioner Grossberg agreed but said that location draws people. President Kaplan stated that parking would be an issue at the Golf Learning Center.

Vice President Ruttenberg stated that if it was his choice, he feels Danny Cunniff Park is the most favorable and has synergy with the tennis courts there. President Kaplan stated that staff

should only investigate Danny Cunniff and provide a preliminary estimate. Commissioner Grossberg asked the price to examine one site. Director Smith said he was not positive but thought it was around \$10,000. Commissioner Grossberg asked if there were any other concerns regarding Sunset Woods Park. Director Smith shared that one of the goals of staff was to examine cost effective locations. He stated that the contractor said this would be the costliest option as a hut would have to be constructed.

Commissioner Bernstein asked how many courts the District is considering. Director Smith said four. Commissioner Bernstein stated that he does not like any of these alternatives. He further asserted that it goes against what the District has done in the past. He continued by stating that whenever the District has elected to do a major project, the Board and Staff has done a thorough investigation of the demand. Commissioner Bernstein shared that he is not in favor of proceeding at this point. He stated that there might be opportunities to incorporate this in future capital planning.

SOLAR PANEL PROJECT UPDATE

Commissioner Bernstein recused himself from the meeting at 8:15 p.m. due to a conflict of interest with Windfree.

Director Smith reported that staff continues to investigate the feasibility of installing solar panels at Park District facilities. It is an unfunded effort right now, but staff agrees there are various opportunities to consider. Several months back a leased option was discussed. The installation would be of no cost to the district. Staff also investigated the possibility of purchasing the panels out right.

As part of this process, meetings have been held with Alternative Utility Service and Eco-Solar regarding lease options. Staff has also worked with Windfree Solar to explore purchase options. In addition, grant funding opportunities have been explored and staff has reached out to the Park District of Oak Park to discuss their successful solar projects. Director Smith stated that staff is considering the installation of solar panels at Deer Creek Racquet Club shortly after the roof replacement which is scheduled for early Fall 2020. Installation on the Parks Operations and Golf Operations Building are also being considered.

Director Smith shared that placing solar panels at Deer Creek Racquet Club could present a few issues as the roof is asphalt and is not the best surface for solar panels. Director Smith stated that the Parks Operations Golf Operations building which has a flat roof could be a better option for solar panels. Director Smith said that staff would like to present next steps, including funding options at the upcoming Finance Committee Meeting.

Executive Director Romes shared that Tony Matzke is the new Facility Maintenance Manager, overseeing maintenance and custodial staff for operations and facilities.

Commissioner Bernstein returned to the meeting at 8:20 p.m.

President Kaplan called for a five-minute break at 8:26 p.m.

The meeting reconvened at 8:31 p.m.

HIDDEN CREEK AQUAPARK FILTRATION PROJECT UPDATE

Director Carr reported that the water filtration system at Hidden Creek AquaPark (HCAP) has been servicing the pool for 22 seasons. The recent performance of the filters, along with an inspection of the internal filtration system indicates that the system is nearing the end of its useful life. As a result, staff has been planning for a replacement of the current sand filtration system, circulation pumps, and valves as well as reworking and upgrading the system controller.

Director Carr stated that a goal in the replacement of the current system is to install a system that provides the most up to date technologies, delivering the cleanest and safest water possible. Additionally, staff is seeking a system that provides sustainability improvements through energy efficiency, reduction of chemical usage and water loss through filtration. Staff recently contracted an engineering and design firm, WT Group, to develop our desired specifications for this commercial pool filtration system.

Director Carr explained the benefits of a regenerative filtration system versus a sand filtration system. Currently, there are two major manufacturers of the equipment supporting a regenerative filtration system, Neptune Benson and Paddock Industries. The Paddock Filtrex regenerative filtration system utilizes a stainless-steel construction, which is recommended by WT Group versus the Neptune carbon lined steel construction. In addition, the Paddock Filtrex system is compatible with our current controller system, which means the controller will only require an upgrade versus a full replacement.

Director Carr reported that the local supplier of the Paddock Filtrex system, Halogen Supply Company, provided a proposal of \$235,000. Since the equipment is only available through Halogen Supply Company, approval will be requested through a Sole Source purchase. The budgeted project expense in the 2020 Capital Budget is \$425,000. In addition to the replacement of the water filtration system, the replacement of circulation pumps was anticipated and budgeted in the 5 Year Capital Plan for Fiscal Year 2022. However, after the engineering and design work by WT Engineering, it was determined that the pump replacement in conjunction with the filter replacement is required. Below is a breakdown of projected project expenses.

Project Budget	\$425,000
Engineering	(\$18,500)
Equipment (including circulation pumps)	(\$235,000)
Estimated Installation	(\$220,000)
Total Estimated Project Expenses	(\$473,500)
Project Over/Under	(48,500)

Project Timeline

January 28, 2020	Approval by Board of Commissioners for equipment purchase
February 2020	Construction documents, bid development, IDPH permitting
March 31, 2020	Approval by Board of Commissioners for equipment installation
April 2020	Demolition and installation
May 2020	System testing and Hidden Creek opening preparations
May 23rd, 2020	Hidden Creek AquaPark Opening day

President Kaplan asked if the filtration needed to be replaced. Director Carr said that it does. Vice President Ruttenberg wanted to know that if the switch is made, will the District have energy and water savings and if this is the case, should these numbers be reviewed when considering the project cost.

Staff will recommend at the January 28 Regular Park Board Meeting approval to purchase the Paddock Filtrex system by Sole Source.

RESOLUTION TO AMEND THE OPERATING BUDGET

During preparation for the Park District's bond issuance, it was determined that the budgeted bond proceeds of \$7,100,000 were allocated to the Debt Service Fund and should have been budgeted for in the Capital Fund. As a result, staff recommends an amendment to the 2020 operating budget, to move the \$7,100,000 budgeted bond proceeds from the Debt Service Fund to the Capital Fund. Furthermore, staff will recommend from the Park Board of Commissioners at the January 28, Regular Meeting, approval of a resolution amending the fiscal year 2020 operating budget. After this Resolution is executed, the Resolution shall be filed in the permanent records of the District.

REVIEW OF VOUCHERS

Director Peters presented the vouchers for checks written December 5, 2019 through January 9, 2020 for an amount totaling \$3,555,597.58. There were no questions from the Board. Vice President Ruttenberg reviewed the vouchers and had no further questions.

Workshop Meeting Minutes
January 14, 2020

ADJOURNMENT

There being no further business, a motion was made by Vice President Ruttenberg and seconded by Commissioner Grossberg and approved by unanimous vote. The Board Meeting adjourned at 8:45 p.m.

Respectfully submitted,

Brian Romes, Secretary

**PARK DISTRICT OF HIGHLAND PARK
BOARD OF PARK COMMISSIONERS
MINUTES OF REGULAR MEETING
JANUARY 28, 2020**

The Regular Meeting of the Board of Park Commissioners of the Park District of Highland Park was held in the Board Room at West Ridge Center, 636 Ridge Road, Highland Park, Illinois.

The meeting was called to order at 6:03 p.m. by President Kaplan

Roll Call:

Present: Commissioner Bernstein, Commissioner Grossberg, Vice President Ruttenberg, Commissioner Flores Weisskopf, President Kaplan

Absent: None

Staff Present: Executive Director Romes; Director Smith; Director Voss; Director Peters; Assistant Director Maliszewski; Assistant Director Henriques; Executive Coordinator Hejnowski; Director Carr

ADDITIONS TO THE AGENDA – None

President Kaplan congratulated the District on the awards received at the IPRA/IAPD Conference.

Executive Director Romes shared that the Park District of Highland Park received the following awards at the Conference. The Distinguished Agency Award, which recognizes outstanding policies and procedures; the 2020 Outstanding Program of the Year Award for the ParkSchool at West Ridge; and three Marketing awards: first place for a Sunset Valley Golf Club advertisement, first place for creative/nature photography, and second place for integrative photography. The Park District was also awarded the Government Finance Award for excellence in financial reporting.

PUBLIC COMMENT FOR ITEMS ON THE AGENDA

Joel M. Cahn
26 Lakeview Terrace, Highland Park

Mr. Cahn stated that he has objections and concerns regarding the 2014 Shore Protection Plan proposals at Rosewood Beach. He is asking the District to reconsider or review the current lakefront plans for Rosewood Beach. He would like the District to look at lakefront data and surveys gathered from the University of Wisconsin Sea Grant Institute and the U.S. Army Corps of Engineers, Detroit District.

Mr. Cahn read from the publication written by the University of Wisconsin and the Detroit District of U.S. Army Corps titled “Living on the Coast, Protecting Investments in Shore Property on the Great Lakes.” The publication recommends doing everything possible to avoid building structures where flooding waves and erosion are present. If structures are present in these areas, boulders and cement walls should be erected.

Mr. Cahn stated that the premise of Rosewood is ecologically incorrect, and it’s doing more harm than good. He stated that when you put hard structures in the water it causes lakebed down cutting, which causes adverse effects on the beach and the neighbors. He shared that the District and community are wasting their money on sand and rock solutions.

Mr. Cahn recommended another expert to the District, Gene Clark, Coastal Engineering Specialist University of Wisconsin Sea Grant Institute. Mr. Clark worked on the Lake Forest Coastal Structure and Wetlands and conducted a full discovery analysis before making any changes/enhancements to the site. Mr. Cahn asked why the Park District didn’t expand the scope of its research to include a discovery analysis of Rosewood Beach.

Mr. Cahn stated that the District is not following the guidelines outlined in the maintenance operations manual provided by the U.S. Army Corps for Rosewood Beach. Commissioner Bernstein asked Mr. Cahn if he had proof for his assertions and asked if he would share these reports and surveys. Mr. Cahn said he would leave his reports and documentations for Board and Staff to review.

CONSENT AGENDA

Minutes of December 3, 2019 Workshop Meeting; Minutes from December 12, 2019 Regular Board Meeting; Approval of Updated Alcohol and Drug Abuse Policy; Approval of Updated Illinois Victims’ Economic Security and Safety Act Policy; Approval of the Beach Management Plan Grant Agreement; Approval of the Extension to Tolling Agreement; Approval of Resolution 2020-01 to Amend the Fiscal Year 2020 Operating Budget; Approval of Resolution 2020-02 Authorizing a Contract for Procurement of the Hidden Creek AquaPark Pool Filtration System; Approval of Ordinance 2020-01 Approving an Amendment to the Park District of Highland Park Non-Discrimination and Anti-Harassment Policy; Bills and Payroll in the amount of \$4,568,341.17.

Motion was made by Vice President Ruttenberg seconded by Commissioner Bernstein to approve the Consent Agenda.

Roll Call:

Aye: Commissioner Bernstein, Commissioner Grossberg, Commissioner Flores Weisskopf, Vice President Ruttenberg, President Kaplan
Nay: None
Absent: None

Abstain: None

Motion Carried

UNFINISHED BUSINESS

A. Ordinance 2020-02 An Ordinance providing for the issue of not to exceed \$7,250,000 General Obligation Limited Tax Park Bonds, Series 2020, of the Park District of Highland Park, Lake County, Illinois, for the payment of land for parks, for the building, maintaining, improving and protecting of the same and the existing land and facilities of said Park District and for the payment of the expenses incident thereto, providing for the levy of a direct annual tax to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

Director Peters reported Ordinance 2020-02 will be used for the payment of parks and land, authorizing sale of said bond. If approved, the bond sale is slated to take place on Tuesday, February 4 at 10:00 a.m.

Commissioner Bernstein shared that bonds have been extensively vetted during Finance Committee Meetings and at a hearing a few weeks ago. He stated that the bond sales are consistent with the District's funding model and GreenPrint/Capital Projects. Commissioner Bernstein encouraged the Board to approve the proposed sale.

Motion was made by Vice President Ruttenberg and seconded by Commissioner Bernstein to to approve Ordinance 2020-02 An Ordinance providing for the issue of not to exceed \$7,250,000 General Obligation Limited Tax Park Bonds, Series 2020, of the Park District of Highland Park, Lake County, Illinois, for the payment of land for parks, for the building, maintaining, improving and protecting of the same and the existing land and facilities of said Park District and for the payment of the expenses incident thereto, providing for the levy of a direct annual tax to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

Roll Call:

Aye: Commissioner Bernstein, Commissioner Grossberg, Commissioner Flores
Weisskopf, Vice President Ruttenberg, President Kaplan

Nay: None

Absent: None

Abstain: None

Motion Carried

TREASURER'S REPORT

Director Peters reported that the District will close the books in mid-February in case any expenses come through. She stated that the District is anticipating another \$250,000 in expenses. Director Peters shared that all transfers have been completed but to expect one for the Special Recreation Fund which will be a transfer of less than the \$550,000 which was budgeted. The District made nearly 3 million dollars of debt payments.

NEW BUSINESS

A. Parks Foundation Update

Commissioner Grossberg reported that the Parks Foundation is working to finalize the governance of the Foundation. Manager Ochs and Supervisor Sangern gave an overview of the Foundation golf outing which will occur this summer. The outing will celebrate 100 years at Sunset Valley Golf Club. Commissioner Grossberg stated that the Foundation is very close to reaching its goal with fundraising for construction of the short game area. Commissioner Bernstein asked if the short game area is 100% privately funded, and Commissioner Grossberg stated that all the funding is from private donations and a grant.

Commissioner Grossberg stated that the Foundation had a good presence at the Martin Luther King Day Service Event at the Recreation Center of Highland Park. He stated that the Foundation is working on a brick project at Sunset Valley Golf Course and that the Foundation applied for a safe route grant which fund lighting for a trail. Commissioner Grossberg reported that he has been in communication with Jim Lederer of Bluegrass restaurant, and that the Shrimp Boil will take place sometime in March or April.

Commissioner Bernstein commented that he could report to his Mom that the Martin Luther King Day was a successful event, one for which she would have been proud.

B. Director's Report

Executive Director Romes reported events occurring at the Park District in the upcoming month. Spring Registration begins February 12. Valentine Family Skate at Centennial Ice Arena is February 14 from 5:30-7:30 p.m. Nature Discovery Day, a free event will be at held at Heller Nature Center on February 1. The annual Daddy Daughter Date Night and the Royal Dinner Snowball will take place on February 8 from 5:30-8:30 p.m. President Kaplan shared that he attended and worked at the Walking Bingo event last Sunday at the Recreation Center of Highland Park.

Board Comments - None

OPEN TO THE PUBLIC TO ADDRESS BOARD – None

CLOSED SESSION

Motion was made Vice President Ruttenberg, seconded by Commissioner Bernstein to adjourn into Closed Session for discussion of Section 2(c)5 – the purchase or lease of real estate including discussion on whether a certain parcel of property should be acquired; Section 2(c)11 – litigation against or on behalf of the District or where the District finds that an action is probable or imminent;– for discussions between internal or external auditors and the Board.

Roll Call:

Aye: Commissioner Bernstein, Commissioner Grossberg, Commissioner Flores
Weisskopf, Vice President Ruttenberg, President Kaplan
Nay: None
Absent: None
Abstain: None

Motion Carried

The meeting adjourned into Closed Session at 6:40 p.m.

The meeting reconvened into Open Session at 7:16 p.m.

ACTION FROM CLOSED SESSION IF ANY

President Kaplan reported that the Board met in Closed Session under Section 2(c)5 – the purchase or lease of real estate including discussion on whether a certain parcel of property should be acquired Section 2(c)11 – litigation against or on behalf of the District or where the District finds that an action is probable or imminent for discussions between internal or external auditors and the Board.

ADJOURNMENT

A motion was made by Vice President Ruttenberg and seconded by Commissioner Bernstein and approved by a unanimous vote. The Board Meeting adjourned at 7:17 p.m.

Respectfully submitted,

Brian Romes, Secretary

**PARK DISTRICT OF HIGHLAND PARK
BOARD OF PARK COMMISSIONERS
MINUTES OF SPECIAL MEETING
JANUARY 28, 2020**

The Special Meeting of the Board of Park Commissioners of the Park District of Highland Park was held in the Board Room at West Ridge Center, 636 Ridge Road, Highland Park, Illinois 60035.

The meeting was called to order at 7:28 p.m.

ROLL CALL

Present: Commissioner Bernstein, Commissioner Grossberg, Vice President Ruttenberg, Commissioner Flores Weisskopf, President Kaplan

Absent: None

Staff Present: Executive Director Romes; Director Carr; Director Smith; Director Voss; Director Peters; Assistant Director Maliszewski; Assistant Director Henriques; Executive Coordinator Hejnowski

OPEN TO PUBLIC TO ADDRESS THE BOARD - None

GREENPRINT 2024 REVIEW

Executive Director Romes thanked the GreenPrint Review Committee which was chaired by Park Board Liaisons Commissioner Bernstein and Commissioner Flores Weisskopf. He also thanked all the Department Heads, especially the Planning Department and Amalia Schwartz, who led this GreenPrint 2024 Review Process. The 2019 GreenPrint 2024 Review initiative provides a progress update of the plans stated initiatives, re-evaluates priorities and continues to assess available funding and resources based on changes in the community. The review recommends an amendment to the capital development initiatives outlined in the GreenPrint 2024 plan approved in 2015.

Executive Director Romes recapped the original GreenPrint 2024 process in which the Park District hired a consulting firm, the Lakota Group, to provide guidance to the District through an extensive community engagement effort as well as an audit of our facilities, parks, programs, and services. The Plan intends to address current and future community needs and ensure that they align with the Park District's mission of enriching community life, and our vision to provide extraordinary programs and services. The result of GreenPrint 2024 was a significant update and 10-year outlook for the District's Capital Repair and Replacement plan, the development of important Planning Initiatives, and specific Capital Development Initiatives. The entire GreenPrint 2024 report can be found on the Park District's website.

Executive Director Romes explained the difference between Capital Repair and Replacement Projects, which are projects and equipment greater than \$10,000 that support Park District operations and are identified in the Park District's Annual and 5-year Capital Plan versus Capital Development Initiatives which represent investment in the acquisition, renovation or construction of buildings, parks or properties based on community priorities that support GreenPrint master-planning goals, and the Park District's mission. These span a 10-year time horizon, live in the GreenPrint 2024 Master Plan and are typically greater than \$1,000,000.

The 2019 review of GreenPrint 2024 process used a similar approach to the development of the original document by reviewing community through a statistically valid, community-wide attitude and interest survey, as well as an audit to programs and facilities. Executive Director Romes reported that the GreenPrint committee acknowledged that the current Planning Initiatives and the current Capital Repair and Replacement Plan have separate living documents that are reviewed and tracked separately on an annual basis, and therefore the focus of this review was on Capital Development Initiatives that live in the GreenPrint 2024 Plan. The 2019 proposed amendments to the Plan solely focus on these Capital Development Initiatives.

To begin the review process, Executive Director Romes reported on GreenPrint 2024 Track 1 Capital Development Initiatives, noting that these projects are funded through the District's Capital Fund. Sunset Valley Golf Club improvements were completed in 2018. These renovations of the course and clubhouse resulted in increased visits and paid rounds, with over 30,000 rounds in its first full season and a net surplus of approximately \$200,000. Recreation Center of Highland Park improvements were completed in 2017 addressing its increasing membership, as well as the demand for increased fitness programming space as identified in the community survey. Sunset Woods Park was a Track 1 project that will receive playground renovation at the District's largest, most used, and centrally located park and playground. The designs have been approved and construction will begin this year. Lastly, Centennial Ice Area renovations which include the entrance, locker/restrooms, and office area have been approved and construction is planned to begin in 2021. For now, gymnastics renovations have been removed from this project and will be addressed in the proposed amendment. It is the opinion of the Board and staff that there is growth opportunity for gymnastics if the District expands to higher age levels, but this requires a larger space than what is now available at Centennial Ice Arena. Staff will be exploring the idea of offering gymnastics at alternative locations, including West Ridge.

Executive Director Romes continued by reporting on the progress of Track 2 Capital Development Initiatives. These projects were unfunded at the time the plan was developed and included an expansion of Centennial Ice Arena, Lakefront enhancements, Athletic field improvements and the construction of the multi-purpose facility at the Highland Park Country Club (HPCC) building. It was noted that the Park District did not end up acquiring the HPCC building but did acquire the golf course parcel. Therefore, plans have already been approved for a site master plan to include the construction of passive recreation areas, open space, walking and biking trails. Additionally, the Park District has completed numerous planning initiatives including The Sustainability Plan, Land Management Plan, Athletic Field Master Plan, and Lakefront Master Plan, which is pending approval.

After reviewing the Plan's progress and analyzing new data from the community survey and program/facility assessments, the GreenPrint review committee provided a recommendation for amended Track 1 and Track 2 Capital Development Initiatives. It was noted general priorities included continued maintenance of District facilities that support core programs, expansion or construction of a multi-purpose facility to include gymnastics and other multi-generational activities, synthetic turf, improved features at the outdoor water park, and community gathering spaces. As a result of the committee's review, Track 1 and Track 2 Capital Development Initiatives were amended. Track 1 initiatives were once again funded through the current Park District's Capital Fund. Projects include the completion of the renovation/conversion of Community Park at the Recreation Center of Highland Park, completion of the Centennial Ice Arena renovations, but without expansion of the gymnastics room, and the completion of the Sunset Woods Playground. Updated Track 2 Projects were still considered unfunded and include continued the development/expansion of a multi-generational, multi-purpose recreation facility which may include a gymnastics expansion and the installation of synthetic turf for athletic competition. Remaining steps for track 2 Capital Development Initiatives include researching partnerships and synergies with other government or private agencies, funding strategies and grant opportunities.

Commissioners shared their thoughts regarding GreenPrint 2024 initiatives and projects. Discussion included the consideration of expansion or new construction at West Ridge Center versus plans that are already in place for Capital Repairs and Replacement. This included the possibility of researching the concept of a Multi-Purpose Facility at this location.

Staff explained that renovation plans at Centennial Ice Arena include expanding the multi-purpose rooms and locker rooms, updating the entry area and lobby, relocating the concession area, and utilizing that space as a viewing area for gymnastics.

Commissioner Grossberg asked if there was a succession plan for Board members to be liaisons to Board committees. President Kaplan asked Executive Director Romes to notify the Park Board about upcoming committee meetings.

The Park Board agreed that the District is on the right path with Track 1 and 2 of GreenPrint 2024.

President Kaplan asked that a discussion should take place with North Shore School District 112, Township District 113, and City of Highland Park to discuss the possibility of working together to create a plan for a Multi-Use Facility. Executive Director Romes explained that he meets monthly with these groups.

ADJOURNMENT

There being no further business, a motion was made by Vice President Ruttenberg seconded by Commissioner Bernstein. The Special Meeting adjourned at 8:08 p.m.

Respectfully submitted,

Brian Romes, Secretary



Memorandum

To: Board of Park Commissioners

From: Liz Gogola, Director of Communication & Marketing; Rebecca Grill, Natural Areas Manager

Date: February 18, 2020

Subject: **Request for Approval: Ordinance 2020-03 RCHP Property To Be Named The Preserve of Highland Park**

Summary

In accordance with the Park District's GreenPrint 2024 Master Plan and as part of the Park District's Capital Development Initiative to convert the property previously known as the Highland Park Country Club, currently referred to as Community Park at the Recreation Center of Highland Park to a one-of-a-kind passive recreation area, staff was tasked to develop a new name for the property. The naming of the property was led by seven staff members from the Planning, Natural Areas, and Marketing Departments who were involved in the property development planning. Five residents, who also served on the Property Project Advisory Committee, volunteered to serve on the Property Naming Resident Advisory Committee. Nine staff members volunteered to serve on a Naming Staff Advisory Committee as well. Over a series of meetings, the committees considered a new name for the property that meets the criteria of the Park District Naming Policy, that best reflects the interest of the community and ensures a worthy and enduring legacy for the District's park and recreation system including:

- Ensuring the property is easily identified and located
- Providing a name that will engender a strong public image and will have public support

The committees' final recommended name "The Preserve of Highland Park" was presented by Director Gogola at the December 3, 2019 Board of Park Commissioners Workshop Meeting. The recommendation reflects the property's unique nature as a one-of-a-kind green space and passive recreation destination for the public. The name also provides a classic distinction that is representative of the Highland Park community and the entities adjacent to the property – Recreation Center of Highland Park, Highland Park Country Club banquet facilities, and the future Senior Center.

Recommendation

Staff recommends the Park Board of Commissioners approve Ordinance 2020-03 to name the park property (currently referred to as Community Park at the Recreation Center of Highland Park) The Preserve of Highland Park.

PARK DISTRICT OF HIGHLAND PARK

ORDINANCE NO. 2020-03

**AN ORDINANCE NAMING A PARK OF THE
PARK DISTRICT OF HIGHLAND PARK**

WHEREAS, Park District of Highland Park (Park District) owns and operates a Park currently referred to as Community Park (“Park”); and

WHEREAS, the Park District desires to name the Park “The Preserve of Highland Park”; and

WHEREAS, the naming and/or renaming of Park District Parks is governed by Park District Policy 4.02 “Policy for Naming or Renaming Parks, Buildings, and Facilities” (“Policy”); and

WHEREAS, section 4.02.2 of the Park District of Highland Park Policy & Procedure Manual authorizes the naming of a Park District Park by the affirmative vote of a four-fifths majority of the Board of Commissioners after discussion and a wait of at least sixty days before voting; and

WHEREAS, the Park District Board of Commissioners finds that it is in the best interest of the Park District and its residents to name the Park “The Preserve of Highland Park”;

THEREFORE BE IT ORDAINED by the Board of Commissioners of the Park District of Highland Park that:

1. The naming of the Park was first discussed by the Board of Commissioners at a meeting on December 3, 2019. At least sixty days have passed since that discussion.
2. The Park that is referred to as “Community Park” is hereby named “The Preserve of Highland Park”.
3. The Park District Executive Director or his designee is hereby authorized to take all action required to name the Park, including but not limited to, changing signs and logos, and notifying Park users and the general public of the name.

PASSED by roll call vote this 25nd day of February 2020.

ROLL CALL VOTE:

AYE: _____

NAY: _____

ABSENT: _____

APPROVED this 25th of February 2020

President, Board of Park Commissioners of the
Park District of Highland Park

ATTESTED and RECORDED this
25th of February 2020
and published in pamphlet form.

Secretary, Park District of Highland Park



Memorandum

To: Park Board of Commissioners

From: Jeff Smith, Director of Planning and Projects; Brian Romes, Executive Director

Date: February 25, 2020

Subject: **2019 Review and Amendment to GreenPrint 2024**

Background

The 2019 GreenPrint Review evaluated changes in the community and recommends an amendment to the Capital Development Initiatives outlined in Park District's Master Plan, GreenPrint 2024, which was approved by the Park Board in 2015.

GreenPrint 2024 recommends ongoing Park Board evaluation, including review of the stated Capital Development Initiatives, recognizing that fiscal and economic conditions may require adjustment to the suggested priorities and associated timelines. It further clarifies that the GreenPrint 2024 Master Plan is a living document, and as civic, economic, demographic conditions change, the plan should be flexible to allow the Board the ability to adjust the course of its plan to accommodate what is best for the community.

In Spring 2019, the District conducted a community-wide attitude and interest survey. This statically valid survey, nearing the half-way point in the GreenPrint 2024 Master Plan, presented an optimal opportunity to review GreenPrint 2024.

At the January 28 Special Meeting, staff provided an overview of the 2019 GreenPrint Review process and proposed amendment to the plan.

Recommendation

Staff recommends the Park Board of Commissioners approve the attached 2019 Review and Amendment to GreenPrint 2024.

GREENPRINT 2024

A Community Vision for the Park District of Highland Park

2019 Review and Amendment

DRAFT



INTRODUCTION

The 2019 GreenPrint Review evaluates changes in the community and recommends an amendment to the capital development initiatives outlined in the GreenPrint 2024 plan approved in 2015.

The 2019 GreenPrint Review initiative is rooted in the notion that GreenPrint 2024 is a living document. As noted in the plan: civic, economic and demographic conditions change, and therefore the plan should be flexible to allow the Park District Board of Commissioners the ability to make amendments. As such, the plan recommends that the Board and Park District Staff reevaluate the priority projects on a regular basis to track progress, assess priorities, and maintain a desired implementation momentum, tied to available funding and resources.

The District conducted a community-wide attitude and interest survey in the spring of 2019 in compliance with District policy. This statistically valid survey, nearing the half way point in the master plan, presented an optimal opportunity to review GreenPrint 2024.

The 2019 survey results are an important tool to ensure that Park District plans and priorities continue to align with community needs. The survey results, along with an internal audit of program trends, guide future facility and program improvements.

GreenPrint 2024 Background

In 2013 the Park District Board of Commissioners and staff initiated a district-wide master planning process. After an extensive community engagement effort coupled with an audit of District facilities, parks, programs, and operations, GreenPrint 2024, a comprehensive 10-year plan, was approved by the Park District Board of Commissioners in 2015. This planning document provides guidance for current and future facility and program development decisions through 2024. GreenPrint 2024 was developed to address community input, needs and desires, and intends to support the Park District's mission of enriching community life, and vision to provide extraordinary experiences to Highland Park residents.

The plan recommendations are divided into three categories: capital development initiatives, planning initiatives, and capital plan initiatives.

The 2019 review effort focuses on GreenPrint capital development initiatives. These are construction projects that to the highest degree possible address community, staff, and board priorities support GreenPrint 2024 master planning goals, and support the Park District mission, vision, and values. These projects are supported by master plan goals and respond to stated community priorities and needs. These priority projects also seek to maximize the community investment by strategically fulfilling the demand for new, improved, or enhanced recreational opportunities for programs that cater to all age groups.

The GreenPrint 2024 Plan further sorts proposed projects into two tracks. Track one projects utilize current funding mechanisms available to the Park District. Track two projects require partnerships, synergies with other agencies, or alternative funding sources. Project recommendations are conceptual. Detailed programming, design, engineering, and public input and Park Board approval is needed.

Track 1 projects from Green Print 2024 approved in 2015

- Sunset Valley Golf Course Improvements
- Centennial Ice Arena entrance, locker room, washroom, office, and gymnastics facility improvements
- Recreation Center of Highland Park Improvements

- Sunset Woods Park Master Plan and Improvements

Track 2 projects from GreenPrint 2024 approved in 2015

- Highland Park Country Club new multi-purpose facility and site improvements
- Centennial Ice Arena ice expansion
- Lakefront Enhancements
- Athletic Field Improvements

Accomplishments since 2015

Sunset Valley Golf Club, Course and Clubhouse Renovation

In August 2018, the Park District of Highland Park reopened Sunset Valley Golf Club following an extensive \$7 million renovation that took 18 months to complete. The new Sunset Valley accommodates every level of golfer and reflects an open British Heathlands course design with strategic landforms, flowing masses of native grasses and groves of trees which harken back to the character and aesthetics of a 1920's era golf course. The project included renovation of all tees, fairways, greens, bunkers as well as overall infrastructure, drainage and storm water management.

The remodeled clubhouse offers a classic vibe with striking views of the course. Now featuring an expanded golf shop, the new "13ninety" restaurant, as well as a cozy lounge with fireplace, the clubhouse is no longer just a "pass through" to the course, but a destination for guests and golfers to shop and relax with a cold drink, a meal, and a beautiful view.

Recreation Center of Highland Park Renovations

Renovation of the Recreation Center of Highland Park was a project identified in the GreenPrint 2024 Master Plan supported by significant community interest to improve the fitness floor and multi-purpose space for classes. The project included relocation of the Group Exercise studio to the lower level, creation of a new training studio for both personal and small group fitness training, reconfiguration the fitness desk and lobby area, and expansion of the fitness floor square footage.

Highland Park Country Club Conversion

The Park District of Highland Park acquired the Highland Park Country Club in December 2018 from the City of Highland Park. Pursuing acquisition followed recommendations from the Park District's GreenPrint 2024 Master Plan and the community's expressed desire for passive recreational opportunities such as walking and biking trails. The property offers unique connectivity to the Recreation Center of Highland Park, adjacent trails and the Skokie River Woods property. The District conducted an extensive community engagement effort in 2019 to develop plans for the park and is finalizing approvals in advance of construction in 2020.

Planning Initiatives

Though the master planning effort concluded in 2015, the Park District continued planning, approving various plans since 2015. Approved plans include: The 2016-2020 Strategic Plan that addresses Park District operations including program scheduling, program and age distribution review and program delivery; the Land Management Plan approved in 2018 encompasses GreenPrint recommended trail

planning, cultural asset planning, natural area planning, stormwater management planning, and facility/park appearance and maintenance strategy; the Sustainability Plan was approved in 2018; the Athletic Field Master Plan was approved in 2018; and the Lakefront Master Plan update is pending approval.

Review Process

The GreenPrint review initiative began in the Spring/Summer of 2019 and followed a similar 4-step approach to the original plan: engage, analyze, envision, and implement.

ENGAGE

- **SPRING/SUMMER 2019:** Attitude and Interest Survey was administered to a random sample of the community by a third-party research consultant.

ANALYZE

- **SUMMER 2019:** Staff conducted an internal program and facility analysis.
- **AUGUST 6, 2019:** (Special Meeting): Presentation of Attitude and Interest Survey results to the Park District Board of Commissioners.

ENVISION

- **SEPTEMBER 2019:** Presentation of Attitude and Interest Survey results and Program/Facility assessment to managers and full-time staff.
- **SEPTEMBER 19, 2019:** Park District Board of Commissioners Special Meeting (retreat). The Board reviewed the results of the Attitude and Interest Survey results alongside the Program and Facility assessment and GreenPrint 2024. The Board used the information to deliberate community needs and Park District usage trends and brainstorm strategic concepts to guide Districtwide capital and operation opportunities and priorities.
- **OCTOBER 2019:** Working meetings with Park District Board liaisons to draw from the conclusions from staff, board, and community and further develop cost estimates for priority areas.
- **NOVEMBER 2019:** Staff drafting GreenPrint 2024 Review report and proposed amendments to GreenPrint 2024.
- **DECEMBER 2019:** Staff present GreenPrint 2024 amendments to Park District Board of Commissioners.

IMPLEMENT

- **2020+:** District staff will focus on assessing feasibility and implementing recommended projects. Specific timelines are detailed further in the report.

Report Document

The GreenPrint 2024 Review report focuses on GreenPrint capital development initiatives. The following pages describe the process concluding with the recommended amendment to GreenPrint 2024 Track 1 and Track 2 projects based on information collected through the 2019 review process.

ENGAGE

2019 Attitude and Interest Survey

The extensive and thorough community engagement approach taken for GreenPrint 2024 provides a reliable foundation for the GreenPrint review. The 2019 Attitude and Interest Survey complements the priorities established in the comprehensive plan to provide insights into our changing community.

The 2019 Attitude and Interest Survey was conducted by a third-party research consultant. The survey was administered from May 17th, 2019 through June 23rd, 2019. Surveys were sent to all households within the District boundaries. Survey respondents were offered the option to submit surveys online, by mail, or by phone. There was an option to take the survey in Spanish.

851 surveys were completed and provided for a margin of error of +/- 3.4% and a 95% confidence level. Survey responses were weighted to reflect the community demographic.

The survey results are posted on the Park District website. Some highlights as reported by the research firm include:

- The District is held in very strong regard overall, given its strong esteem rating (85% vs 8% dissatisfied) and perceived “good” value overall (68% good/great value overall vs. 13% poor value)
- A couple capital improvements register as priorities to about 40% of resident’s community wide namely:
 - Playground improvements at Sunset Woods Park
 - Renovation of West Ridge Center

ANALYZE

The 2019 Attitude and Interest survey informs all components of the Park District operations from programming, capital, communications, and park/facility maintenance.

The insightful information gathered from the Attitude and Interest Survey was analyzed alongside the results of an internal program and facility assessment. The program and facility assessments consider enrollment trends, competition, net revenue, and program maturation.

The graphs below indicate the results of the holistic analysis of the Attitude and Interest Survey and the program and facility assessment. The top graph highlights primary program areas the bottom graph highlights Park District facilities.

The colors indicate, opportunities (green), neutral (yellow), and threats (red).

Core Program Area	Distinct Participants Summer 2019 - August 2019	Community Interest	Participation Trends	Revenue Generation	Competition	Adult Participation	Youth Participation	Family Participation	Market Analysis
Tennis & Raquet Sports	997	Green	Yellow	Green	Green	Green	Green	Red	Green
Athletic Leagues	1139	Green	Yellow	Green	Red	Red	Green	Yellow	Green
Summer Camp	898	Green	Green	Green	Red	Red	Green	Red	Green
Learn to Skate	670	Yellow	Yellow	Yellow	Green	Red	Green	Red	Yellow
Gymnastics	731	Yellow	Red	Yellow	Yellow	Red	Green	Red	Yellow
Performing & Creative Arts	382	Yellow	Yellow	Red	Yellow	Red	Green	Yellow	Yellow
Learn to Swim	309	Yellow	Yellow	Red	Yellow	Red	Green	Yellow	Yellow
HNC Programs	404	Red	Red	Red	Red	Red	Yellow	Green	Red
Childhood Enrichment	214	Yellow	Red	Red	Red	Red	Green	Red	Yellow
Golf Programs	99	Red	Green	Red	Yellow	Yellow	Yellow	Red	Red
Youth Fitness	67	Red	Yellow	Yellow	Green	Red	Green	Red	Yellow

Indoor/Outdoor Facility	Facility Usage	Community Interest	Competition	Usage Trends	Revenue Generation	Adult Usage	Youth Usage	Family Usage	Market Analysis
Rosewood Beach	Green	Green	Green	Green	Yellow	Green	Green	Green	Green
Deer Creek Racquet Club	Green	Yellow	Green	Yellow	Green	Green	Green	Yellow	Green
Centennial Ice Rink	Green	Yellow	Yellow	Yellow	Green	Yellow	Green	Red	Green
Sunset Valley Golf Club	Green	Yellow	Red	Green	Green	Yellow	Green	Red	Green
Hidden Creek Aqua Park	Green	Green	Yellow	Yellow	Red	Yellow	Green	Green	Green
Recreation Center	Green	Green	Red	Yellow	Yellow	Green	Green	Red	Green
Heller Nature Center	Yellow	Green	Yellow	Yellow	Red	Yellow	Yellow	Green	Green
Rosewood Interpretive Center	Yellow	Yellow	Green	Yellow	Green	Green	Red	Green	Green
Centennial Gymnastics Studio	Yellow	Red	Yellow	Yellow	Yellow	Red	Green	Red	Yellow
Golf Learning Center	Red	Yellow	Green	Yellow	Yellow	Green	Green	Yellow	Green
West Ridge Center	Red	Yellow	Yellow	Yellow	Red	Red	Green	Yellow	Green
Park Avenue Boating Facility	Red	Red	Green	Yellow	Yellow	Green	Red	Yellow	Red

ENVISION

This comprehensive analysis, the results from the attitude and interest survey, and the program and facility assessments informed the Park District staff and Park Board of Commissioners as they reviewed GreenPrint 2024 priorities in a series of meetings listed and described below.

- AUGUST 6, 2019:** (Special Meeting): Presentation of Attitude and Interest Survey results to the Park District Board of Commissioners.

- **SEPTEMBER 2019:** Presentation of Attitude and Interest Survey results and program and facility assessment to managers and full-time staff.
- **SEPTEMBER 2019:** Brainstorming meeting with Park District managers and leadership to develop a list of opportunities based on information gleaned from the analyses.
- **SEPTEMBER 19, 2019:** Park District Board Special Meeting (retreat). The Board reviewed the results of the Attitude and Interest Survey results alongside the program and facility assessment and GreenPrint 2024. The Board used the information to deliberate community needs and Park District usage trends and brainstorm strategic concepts to guide Districtwide capital and operation opportunities and priorities.
- **OCTOBER 2019:** Working meetings with Board liaisons to draw from the conclusions from staff, board, and community and further develop cost estimates for priority areas. Lakota Group, Inc. was included for this step of the process to provide cost estimating to best inform decisionmaking.

Priorities developed by board, staff, and survey feedback

- ❖ Continued maintenance of the District's facilities that support the District's core programs
- ❖ Multi-use recreation center
- ❖ Gymnastics improvements
- ❖ Synthetic turf
- ❖ Community gathering space
- ❖ Improved features at Hidden Creek Aqua Park

IMPLEMENT

2019 Amendment

Track 1

Track 1 projects are funded.

Centennial Ice Arena Lobby Renovation and Turn-Around Parking Lot Improvements

Improvements to the Centennial Ice Arena were identified in GreenPrint 2024 as a Track 1 priority. During the review initiative the community and Park District Board of Commissioners both expressed the need to maintain existing facilities. Centennial Ice Arena was first built in 1972 and was last renovated in 2003. The facility is aging and is due for a renovation in the common areas (lobby, restrooms, locker rooms, community rooms, and offices) to make the facility more welcoming to patrons. In addition, the turn-around improvements in the parking lot will greatly improve participant drop-off conditions.

An amendment to the Centennial project reevaluates the gymnastics studio renovation. GreenPrint 2024 recommends improvements to the gymnastics studio; however, after further consideration, the feasibility of expanding and or improving the studio in its current location prove challenging. Improvements for consideration included improving the viewing area into the studio for parents and expanding the room size to increase capacity for the growing program. As a result, West Ridge Center was identified as an opportunity to explore for a larger studio to accommodate the growing program and improvement of participant conditions.

Community Park Development

The former Highland Park Country Club golf course property was acquired in December 2018 by the Park District following a GreenPrint 2024 recommendation to create an intergenerational park that offers opportunities for passive recreation and trails. The proposed design for the property was developed in collaboration with community advisory committee and calls for natural restoration of the property, an extensive trail system, nature play, scenic areas, and passive recreation including bird watching and fishing.

Sunset Woods Playground Improvements

Sunset Woods Park is one of the most frequented parks in Highland Park as reported in the 2019 survey. It is centrally located and supports a variety of outdoor recreational amenities including a playground, ballfields, skate park, basketball court, tennis courts, and natural areas. Sunset Woods is also the location for a variety of the District's programs and events including Crew Camp, Fourth Fest, Egg Hunt, and Touch a Truck. Renovation of the playground was a priority in 2015 and continues to be a priority for the community.

Track 2

Track two initiatives are currently unfunded.

Multi-Purpose Facility: West Ridge Center

The community and staff expressed the need for a multi-purpose facility as well as the need to address the West Ridge Center. The West Ridge Center is an existing Park District facility that serves as a community center on the Southwest side of Highland Park. The primary programs currently offered at West Ridge Center include early childhood enrichment programs, dance, theater, arts, athletics, and special interests like martial arts. The facility also provides space for administrative offices for the District.

The facility is the former West Ridge Elementary School. The facility is aging, and the layout is challenging for the current use. The existing building offers an opportunity to provide flexible programming space to better serve the community with youth and adult programming. The space available at West Ridge Center may also serve as an opportunity for a gymnastics studio.

Synthetic Athletic Turf Field

Improvements to Athletic Fields were identified as a Track 2 priority in GreenPrint 2024. The Athletic Field Master Plan approved by the board in 2018 explored the initiative further and recommends synthetic turf fields at Danny Cunniff Park. Synthetic turf fields would offer benefits for scheduling, reduce cancellations, improve play surface conditions, and allow for increased clustering of programs. Turf fields would also offer rental opportunities for private athletic organizations and support local school districts.

Next Steps

Community Park Development

- *Community Engagement: 2018/19*
- *Design Development, budget, permits, approvals: 2019/20*
- *Construction Documents, bid award: 2019/20*
- *Construction: 2020*

Sunset Woods Park Playground Improvement

- *Community Engagement: 2020*
- *Design Development, budget, permits, approvals: 2020*
- *Construction Documents, bid award 2020*
- *Construction 2020/21*

CIA

- *Project Start, Stakeholder engagement, planning, and programming: 2020*
- *Design Development, budget, permits, entitlements: 2020*
- *Construction Documents, bid, award: 2020*
- *Construction: 2021*

Multi-Purpose Facility: West Ridge Center

- *Feasibility (stakeholder engagement, funding and partnership opportunities): 2020*

Synthetic Turf

- *Feasibility (Funding, Partnership Opportunities): 2020+*

Funding Strategies

The Park District will fund the Centennial Ice Arena Facility Improvement project, Sunset Woods Park Playground Improvements and Community Park Development with capital dollars.

Once feasibility is conducted to address needs and opportunities at West Ridge Center, the Park District will follow the GreenPrint plan recommendation to conduct programming and business modeling for each new target initiative prior to implementation. Funding strategies that are outlined in GreenPrint 2024 will be reviewed as well as other funding strategies.

Synergies and Partnership

The Park District of Highland Park is supportive of synergy within the community and will pursue partnership opportunities.



Memorandum

To: Park Board of Commissioners

From: Mari-Lynn Peters, Director of Finance; Brian Romes, Executive Director

Date: February 25, 2020

Subject: **Resolution 2020-03 Authorizing A Contract With The Lowest Cost Electricity Provider**

Summary

As discussed at the Park Board Workshop on February 11, electricity at all Park District facilities is currently brokered via E-Quantum Consulting, LLC, except for the Recreation Center of Highland Park (RCHP). RCHP and the Highland Park Country Club (HPCC) building share the same electricity meter. Prior to 2018, the City of Highland Park brokered electricity via Northern Illinois Municipal Electric Collaborative (NIMEC) and billed the Park District for our share of the electricity usage. In 2018, the electricity bill was transferred to the Park District, and we assumed the remainder of the agreement with NIMEC which is expiring February 29, 2020.

NIMEC is the largest governmental Collaborative in Northern Illinois which aggregates the energy needs of 170 government members allowing them to secure more competitive pricing. Although the Park District has only been working directly with NIMEC since 2018, the City has been working with them since 2010 and has had a positive relationship. Additionally, Ancel Glink has indicated that several of their clients are members of NIMEC and have also been pleased with the results of their brokering.

Financial Impact

Bidding electric for the consortium takes place over a few hours. Therefore, approval to participate in the NIMEC consortium must take place prior to knowing the awarded supplier and associated rates. The amount of compensation that NIMEC receives is included in the electricity prices from the supplier (roughly 3% of electric supply), so there will be no direct payment made to NIMEC by the Park District.

Since all other Park District facility electric brokerage agreements will expire December 31, 2021, staff recommend entering into an agreement with NIMEC for RCHP with the same expiration date, allowing all facility electric brokerage agreements to be aligned.

Recommendation

Staff recommends approval from the Park Board of Commissioners of Resolution 2020-03 to allow the purchase of electricity for the Recreation Center of Highland Park from Northern Illinois Municipal Electric Collaborative.

RESOLUTION NO. 2020-03

A RESOLUTION AUTHORIZING THE PARTICIPATION IN THE NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABORATIVE (NIMEC) AND AUTHORIZING THE DIRECTOR OF FINANCE TO APPROVE A CONTRACT WITH THE LOWEST COST ELECTRICITY PROVIDER FOR A PERIOD UP TO 36 MONTHS.

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF COMMISSIONERS
THE 25TH DAY OF FEBRUARY 2020.

Published in Pamphlet Form by
Authority of the Corporate
Authorities of the Park District of
Highland Park, Illinois, this
25th day of February 2020.

RESOLUTION NO. 2020-03

A RESOLUTION AUTHORIZING THE PARTICIPATION IN THE NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABORATIVE (NIMEC) AND AUTHORIZING THE DIRECTOR OF FINANCE TO APPROVE A CONTRACT WITH THE LOWEST COST ELECTRICITY PROVIDER FOR A PERIOD UP TO 36 MONTHS.

WHEREAS the Park District of Highland Park ("The Park District") is a park district in accordance with the Constitution of the State of Illinois of 1970; and,

WHEREAS, on January 2, 2007, the State of Illinois implemented a plan to deregulate Commonwealth Edison; and,

WHEREAS, as a result of this deregulation, electricity may be purchased based on market price and Commonwealth Edison, will no longer be the sole supplier of electricity in northern Illinois, resulting in new electricity suppliers being able to compete against Commonwealth Edison, and competitive market forces dictating the price of electricity; and,

WHEREAS, the Park District of Highland Park has selected the Northern Illinois Municipal Electric Collaborative (NIMEC) to serve as the Park District's broker relative to the acquisition of electrical energy for the Recreation Center of Highland Park, due to NIMEC's extensive experience and the fact that NIMEC is the largest governmental Collaborative in northern Illinois which will be aggregating the energy needs of 170 government members of the Collaborative in order to secure more competitive pricing based in higher volumes than can be provided individually to a single park district; and,

WHEREAS, the amount of compensation that NIMEC receives, if the Park District chooses the NIMEC electricity supplier, is included in the electricity prices supplied by NIMEC, so there will be no direct payment made to NIMEC by the Park District; and,

WHEREAS the Park District has been working with NIMEC since 2018. Prior to that, the golf course was owned/operated by the City and NIMEC has been working with the City since 2010. The Park District has enjoyed a good working relationship with NIMEC; and

WHEREAS, Commonwealth Edison will no longer offer a fixed energy rate for large or medium sized commercial accounts and would instead charge based on a floating hourly rate and the Park District desires to enter the market to secure a fixed rate, up to 36 months in term.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF COMMISSIONERS FOR THE PARK DISTRICT OF HIGHLAND PARK, AS FOLLOWS:

- Section 1.** That the Northern Illinois Municipal Electric Collaborative (NIMEC) has been appointed the Park District's broker for purposes of obtaining an electricity supply for the Park District's Recreation Center.
- Section 2.** That the Director of Finance is authorized to negotiate energy rates directly with suppliers in an effort to secure lower energy costs for the Park District of Highland Park.
- Section 3.** That in light of the time constraints and procedures required, applicable to the acceptance of a competitive bid for a supply of electricity, once the bids are received by NIMEC, the Executive

Director is hereby authorized to sign the contract with the most optimal bidder, with the Executive Director being hereby directed to place said contract on the first available Park District Board regular meeting following the execution thereof by the Executive Director, for ratification by the Park District Board.

Section 4. That the Executive Director is authorized to name the Director of Finance as his/her designee in matters concerning the bid.

Section 5: The Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as provided by law.

ADOPTED this 25th day of February 2020, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED this 25th day of February 2020.

President, Brian Kaplan
Board of Park Commissioners
Park District of Highland Park

ATTEST:

Secretary, Brian Romes
Board of Park Commissioners
Park District of Highland Park



Memorandum

To: Park Board of Commissioners

From: Mari-Lynn Peters, Director of Finance; Brian Romes, Executive Director

Date: February 25, 2020

Subject: **Third Rider to Treasury Management Master Agreement between the Park District of Highland Park and Highland Park Bank and Trust, A Branch of Lake Forest Bank & Trust Company, N.A.**

Summary

The Park District has experienced several years of favorable banking operations with the Highland Park Bank and Trust, a branch of Lake Forest Bank & Trust Company, N.A. Every two years we renew our agreement with them. This renewal, Rider 3, is extending everything as-is with no increased pricing. The agreement has been reviewed by Park District attorney, Ancel Glink. Staff looks forward to a continued relationship with Highland Park Bank and Trust.

Recommendation

Staff recommends approval from the Park Board of Commissioners of Third Rider to Treasury Management Master Agreement between the Park District of Highland Park and Highland Park Bank and Trust, A Branch of Lake Forest Bank & Trust Company, N.A.

**THIRD RIDER TO
TREASURY MANAGEMENT MASTER AGREEMENT
BETWEEN THE PARK DISTRICT OF HIGHLAND PARK
AND HIGHLAND PARK BANK AND TRUST,
A BRANCH OF LAKE FOREST BANK & TRUST COMPANY, N.A.**

THIS THIRD RIDER TO TREASURY MANAGEMENT MASTER AGREEMENT ("*Third Rider*") is made and entered into as of the 1st day of January, 2020 ("*Effective Date*"), by and between the **PARK DISTRICT OF HIGHLAND PARK, an Illinois unit of local government ("*PDHP*") and **HIGHLAND PARK BANK & TRUST, A BRANCH OF LAKE FOREST BANK AND TRUST COMPANY, N.A. ("*Bank*" and prior to October 1, 2017 formerly *Lake Forest Bank & Trust Company*).****

IN CONSIDERATION OF, and in reliance upon, the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PDHP and the Bank mutually agree as follows:

SECTION ONE. RECITALS.

- A. The PDHP is an Illinois unit of local government.
- B. On September 30, 2011, the PDHP issued a Request for Proposals ("*RFP*"), for the provision of banking services to the PDHP in accordance with certain specifications.
- C. The PDHP reviewed the responses to the RFP, and has determined that the proposal submitted by the Bank is the most appropriate for the provision of banking services to the PDHP.
- D. The Parties entered into an agreement for the provision of banking services by the Bank to the PDHP, in accordance with a certain Treasury Management Agreement (the "*Master Agreement*").
- E. On or about January 1, 2015, the Parties extended and renewed the Master Agreement for a three (3) year term from January 1, 2015 to December 30, 2017, subject to that certain Rider To Treasury Management Master Agreement Between The Park District of Highland Park and Highland Park Bank & Trust, a Branch of Lake Forest Bank And Trust Company, NA., of even date therewith (the "*First Rider*").
- F. On or about January 1, 2018, the Parties extended and renewed the Master Agreement for a two (2) year term from January 1, 2018 to December 31, 2019, subject to that certain Second Rider To Treasury Management Master Agreement Between The Park District Of Highland Park And Highland Park Bank And Trust, a Branch of Lake Forest Bank & Trust Company, NA., of even date therewith (the "*Second Rider*").
- G. The Parties desire to renew and extend the Master Agreement, as amended by the First Rider, Second Rider and this Third Rider, for an additional two (2) year term from January 1, 2020 to December 31, 2021, according to the terms and conditions described in this Third Rider.

H. The Parties desire to enter into this Third Rider in order to memorialize the Parties' respective rights and responsibilities.

SECTION TWO. AFFIRMATION.

The Parties hereby incorporate by reference, as though fully restated herein, the Master Agreement, as amended by the First Rider, Second Rider and this Third Rider. The Parties hereby affirm and attest that the Master Agreement, as amended by the First Rider, Second Rider and this Third Rider, remains in full force and effect as of the date hereof. The Parties further affirm and attest that as of the date hereof there exist no conditions which could give rise to a default under the Master Agreement, as amended by the First Rider, Second Rider and this Third Rider, by either the giving of notice thereof or the expiration of any applicable cure period.

SECTION THREE. SELECTION OF, AND ACCEPTANCE BY, THE BANK.

The PDHP shall, and does hereby, confirm the selection of the Bank as the party designated to provide Services to the PDHP in the manner set forth in this Agreement. The Bank shall, and does hereby, accept the selection and agrees to provide Services to the PDHP in the manner set forth in this Agreement.

SECTION FOUR. AMENDMENTS.

A. Except as set forth below, the Master Agreement, as amended by the First Rider, Second Rider and this Third Rider, shall remain in full force and effect for the term of this Third Rider. Hereafter, any reference to the Master Agreement shall mean the Master Agreement, as amended by the First Rider, Second Rider and this Third Rider.

B. The Parties hereby adopt the terms and conditions described in the December 16, 2019, letter from the Bank to PDHP (the "Renewal Letter"), attached hereto as **Exhibit A** and incorporated by reference, and declare that to the extent of any conflict between the Renewal Letter and the Master Agreement, the terms of the Renewal Letter shall control.

C. The Parties also hereby adopt the revised Rate and Fee Schedule, dated 12/31/2019 (the "Rate and Fee Schedule"), attached hereto as **Exhibit B** and incorporated by reference, which shall apply for the term of this Third Rider with respect to each line item described therein.

D. The Parties hereby also adopt the revised Treasury Management Agreement related to the Banking offered treasury management products and services attached here to as **Exhibit C** and incorporate by reference which shall apply for the term of this Third Rider with respect to each line item described therein.

SECTION FIVE. TERM. Subject to the terms of the Master Agreement, this Third Rider, and the appurtenant contract documents, shall be in full force and effect for an initial term of two years, beginning on January 1, 2020 and concluding on December 31, 2021 ("Term"). At any time prior to the expiration of the Term, the PDHP shall have the right, but not the obligation, to renew this Third Rider, and the appurtenant contract documents for an additional term immediately following the Term ("Extension Term").

SECTION SIX. GENERAL TERMS.

A. Notices. All notices required or permitted to be given under this Agreement shall be given by the Parties by (i) personal delivery, (H) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon, or (Hi) deposit with a nationally recognized

overnight delivery service, addressed as stated in this Section. The address of any Party may be changed by written notice to the other Parties. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit. Notices and communications to the Parties shall be addressed to, and delivered at, the following addresses:

If to the PDHP: Park District of Highland Park
636 Ridge Road
Highland Park, IL 60035
Attention: Finance Director

With a copy to: PDHP Attorney
c/o Ancel, Glink, Diamond, Bush,
DiCianni & Krafthefer, P.C.
140 South Dearborn Street, Sixth Floor
Chicago, Illinois 60603

If to the Bank: Highland Park Bank and Trust
A Branch of Lake Forest Bank and Trust Company, N.A.
1949 St. Johns Avenue
Highland Park, IL 60035
Attention: Jon Levey, President

B. Binding Effect. This Third Rider and the privileges, obligations, and provisions contained herein shall inure to the benefit of, and be binding upon, the PDHP, the Bank, and their heirs, personal representatives, and successors.

C. Assignment. Neither the PDHP nor the Bank shall assign this Third Rider, in whole or in part, or any of its rights or obligations under this Third Rider, without the prior express written approval of the other party, which approval may be withheld in the sole and unfettered discretion of the other party; provided, however, that no prior written approval shall be required for any assignment of this Third Rider by the Bank to any of its affiliate banks that are a part of the Wintrust Financial Corporation. Any assignment made by the Bank will not negatively impact the amount of FDIC insurance coverage provided to the PDHP deposits.

D. Consents. Unless otherwise provided in this Third Rider, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any Party, or of any duly authorized officer, employee, agent, or representative of any Party, is required in this Third Rider, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

E. Governing Law. This Third Rider shall be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

F. Severability. It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Third Rider or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Third Rider and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Third Rider to the greatest extent permitted by applicable law.

G. Entire Agreement. This Third Rider and the Exhibits thereto, together with the Master Agreement, First Rider and Second Rider, constitute the entire agreement of the Parties relative to the subject matter of this Third Rider, expressly superseding all prior agreements and negotiations between and among the Parties, whether written or oral, relating to the subject matter of this Third Rider.

H. Exhibits. Exhibits A through C attached to this Third Rider are, by this reference, incorporated into, and made a part of, this Third Rider.

I. Amendments and Modifications. No amendment or modification to this Third Rider shall be effective until it is reduced to writing and approved and executed by the PDHP and the Bank in accordance with all applicable statutory procedures.

J. No Third Party Beneficiaries. No claim as a third party beneficiary under this Third Rider by any person, firm, or corporation shall be made, or be valid, against the PDHP or the Bank.

K. Counterpart Signatures. This Third Rider may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

PARK DISTRICT OF HIGHLAND PARK

By: _____
Secretary, Board of Park Commissioners

By: _____
President, Board of Park Commissioners

ATTEST:

HIGHLAND PARK BANK & TRUST, A
BRANCH OF LAKE FOREST BANK AND
TRUST COMPANY, N.A.

By: _____
Its:

By: _____
Its:

EXHIBIT A
RENEWAL LETTER

EXHIBIT B
RATE AND FEE SCHEDULE

EXHIBIT C
MASTER AGREEMENT

The Park District of Highland Park
Group Exhibit B
Rate & Fee Schedule
as of 12/31/2019
For the period of 1/1/2020 and 12/31/2021

Service	Volume	Current Structure Cost	Current Structure Total Cost	Volumes	Proposed Structure Cost	Proposed Structure Total Cost
General Services						
ACH Credit Received	93	\$0.12	\$11.16	93	\$0.12	\$11.16
ACH Debit Received	18	\$0.12	\$2.16	18	\$0.12	\$2.16
Deposit Items - On Us	14	\$0.12	\$1.68	14	\$0.12	\$1.68
Deposit Items - Local	63	\$0.12	\$7.56	63	\$0.12	\$7.56
Deposits	153	\$2.00	\$306.00	153	\$2.00	\$306.00
Checks Paid	108	\$0.12	\$12.96	108	\$0.12	\$12.96
Deposit Admin Fee	5,492,089	0.11%	\$513.09	5,492,089	0.11%	\$513.09
Account Maintenance	3	\$10.00	\$30.00	3	\$10.00	\$30.00
Cash Deposited	\$23,589	\$0.0010	\$23.59	\$23,589	\$0.0010	\$23.59
		Subtotal	\$908.20		Subtotal	\$908.20
Wire Transfer Services						
Domestic Wire Transfer - In	1	\$7.00	\$7.00	1	\$7.00	\$7.00
Domestic Repetitive Wire - Outgoing	2	\$20.00	\$40.00	2	\$20.00	\$40.00
Phone Domesitic Wire - Outgoing	0	\$35.00	\$0.00	0	\$35.00	\$0.00
Online Domestic Wire - Outgoing	8	\$8.00	\$64.00	8	\$8.00	\$64.00
		Subtotal	\$111.00		Subtotal	\$111.00
ACH Services						
ACH Returns	6	\$4.50	\$27.00	6	\$4.50	\$27.00
ACH File Transmission - IBB Upload	7	\$5.00	\$35.00	7	\$5.00	\$35.00
ACH File Transmission - Items	1091	\$0.12	\$130.92	1091	\$0.12	\$130.92
		Subtotal	\$192.92		Subtotal	\$192.92
Positive Pay Services						
Positive Pay Issued Items	43	\$0.10	waived	43	\$0.10	\$4.30
Positive Pay Monthly Maintenance	2	\$50.00	waived	2	\$25.00	\$50.00
Payee Positive Pay Monthly Maint	2	\$25.00	waived	2	\$35.00	\$70.00
Payee Positive Pay Issued Items	43	\$0.02	waived	43	\$0.01	\$0.43
ACH Positive Pay Monthly Maint	3	\$30.00	\$90.00	3	\$30.00	\$90.00
Positive Pay Exception	1	\$1.85	\$1.85	1	\$1.50	\$1.50
ACH Positive Pay - Suspect Item	0	\$1.20	\$0.00	0	\$1.20	\$0.00
ACH Positive Pay - Return	0	\$0.35	\$0.00	0	\$0.35	\$0.00
Positive Pay Manual Entry	5	\$1.00	\$5.00	5	\$1.00	\$5.00
		Subtotal	\$96.85		Subtotal	\$221.23

i-Business Banking

IBB Hard Token Fee	5	\$1.50	\$7.50	5	\$1.50	\$7.50
i-Business Banking Accounts	2	\$5.00	\$10.00	2	\$5.00	\$10.00
i-Business Banking Monthly Maint	1	\$75.00	\$75.00	1	\$75.00	\$75.00
		Subtotal	\$92.50		Subtotal	\$92.50

ZBA Service

ZBA Account	1	\$10.00	\$10.00	1	\$10.00	\$10.00
		Subtotal	\$10.00		Subtotal	\$10.00

CD Rom

CD Rom	1	\$35.00	\$35.00	1	35.00	\$35.00
		Subtotal	\$35.00		Subtotal	\$35.00

		Total	\$1,446.47		Total	\$1,570.85
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THIS TREASURY MANAGEMENT MASTER AGREEMENT ("Master Agreement") is a part of the Treasury Management Agreement entered into between the Customer named in the Authorization and Agreement for Treasury Management Services and Bank and governs the provision of those Treasury Management Services to which Customer subscribes.

1. Definitions.

The following terms have the meanings provided below in the Treasury Management Agreement. Terms specific to certain Services are defined in the applicable Service Terms and Conditions:

- a. **"Account"** means a transaction account of Customer at Bank, which Customer has designated as being covered by one or more Services in the Specifications. If the Specifications list multiple Accounts, each is an Account and **"Accounts"** means those multiple transaction accounts.
- b. **"ACH"** means monetary transactions processed via the Automated Clearing House.
- c. **"Account Agreement"** means Bank's terms and conditions of transaction accounts, made available to Customer in connection with transaction account-opening, and which is available on Bank's website.
- d. **"Affiliate"** means any one or more direct or indirect subsidiaries of Wintrust Financial Corporation and its successors and assigns, but not including the bank subsidiary identified in this Agreement.
- e. **"Authorized Representatives(s)"** means those employees whom Customer, or for certain services, the Security Administrator, designates to access one or more Accounts through one or more Services. The Treasury Management Agreement acts as Customer's authorization to allow the Authorized Representatives to access and process transactions, which may directly affect Customer's Accounts and liability to Bank.
- f. **"Available Funds"** means the total of the collected funds in the Account as of the close of business on any Business Day, after taking into account all deposits and checks and other items drawn on the Account. The funds availability policy of Bank will apply to determine the amount of Available Funds.
- g. **"Business Day"** means any day other than a Saturday, Sunday or Federal holiday on which Bank is open to the public for carrying on substantially all of its banking functions and/or on which investments may be made in Bank's Mutual Fund Sweep Service or Repurchase Agreement Sweep Service.
- h. **"Bank Statement"** means, for the applicable Account, (i) each Account statement issued by Bank, (ii) any written or electronic advice to Customer from Bank or (iii) any electronic report produced through one of Bank's information reporting services to which Customer subscribes.
- i. **"Check"** means, unless otherwise defined in a Service Terms and Conditions, a draft, payable on demand and drawn on or payable through or at an office of a bank, whether or not negotiable, that is handled for forward collection.
- j. **"Communication"** means instructions, orders, entries and other communications.
- k. **"Confidential Information"** means all information that is disclosed by either party in connection with the Treasury Management Agreement and which the disclosing party has exercised commercially reasonable efforts to identify as confidential in nature at the time of disclosure, or which is of such a nature as to be reasonably identified as confidential in nature at the time of disclosure. Customer Information and any information regarding or provided by or related to Bank's Service Providers shall be deemed to be Confidential Information. In addition, all Bank supplied Software and written documentation associated therewith and all user manuals and other documentation regarding the use and operation of the provided systems and Equipment are Confidential Information.
- l. **"Credit Entry"** means a payment to an account.
- m. **"Customer Information"** means any personal financial information relating to Customer or one or more of Customer's customers.
- n. **"Cut-off Time"** means the deadline for service availability shown in the applicable Specifications or on Bank's website, as it may be changed from time-to-time.
- o. **"Debit Entry"** means an Entry that requires collection from an account.
- p. **"Dual Administration"** means the Customer will maintain at least two Security Administrators when creating and modifying Authorized Representative's access.
- q. **"Dual Control"** means when a Service requires an Entry to be made by one Authorized Representative's Security Device and approved by means of another Authorized Representative's Security Device.
- r. **"Electronic Transmission"** means, without limitation, facsimile transmission, voice mail, e-mail, pager or other electronic or telephonic methods of communication.
- s. **"Entry"** means a monetary transaction that Customer wishes Bank to process.
- t. **"Equipment"** means any hardware, communications devices or other equipment required to use a Service.
- u. **"Exception Item"** means a Check or other item that does not conform to or match the requirements of the Service.

v. **"iBusinessBanking™"** means Bank's online banking product for business customers.

w. **"MICR"** means the Magnetic Ink Character Recognition line of numbers and letters on the bottom of the front of a Check that facilitates processing.

x. **"NACHA"** means the National Automated Clearing House Association.

y. **"NACHA Rules"** means the operating rules of NACHA, a copy of which may be obtained from NACHA at 13665 Dulles Technology Drive, Suite 300, Herndon, VA 20171. Instructions for obtaining a copy of the NACHA Rules are also available at www.nacha.org.

z. **"OFAC"** means the U.S. Treasury's Office of Foreign Assets Control, which issues the list of Specially Designated Nationals and Blocked Persons. OFAC information may be obtained directly from the OFAC Compliance Hotline at 1-800-540-OFAC or at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>.

aa. **"Password"** means a personal identification code used by an Authorized Representative as a Security Device.

bb. **"Request"** means instructions from Customer for a Service transaction or to amend or cancel prior instructions.

cc. **"Security Administrator"** means Customer's employee designated in the Specifications who will be responsible for coordinating and monitoring Authorized Representatives' use of certain Services.

dd. **"Security Device"** means the use of logon credentials or access codes and authentications methods, including User IDs and passwords, challenge questions, personal or location identification numbers, repetitive codes, Tokens, and other devices that Bank utilizes from time-to-time to protect Customer information and mitigate against fraud.

ee. **"Security Procedures"** means the use of Security Devices and additional procedures, including call-back protocols, Dual Control, out-of-band authentication, encryption and other systems and Software that may be used in connection with a Service.

ff. **"Service"** means each Treasury Management Service selected by Customer and to be provided by Bank from time-to-time.

gg. **"Service Terms and Conditions"** means those additional contractual terms relating to a particular Service requested by Customer.

hh. **"Service Provider"** means any agent, licensor, independent contractor or subcontractor that Bank may involve in the provision of a Service.

ii. **"Software"** means any software needed to operate a Service.

jj. **"Specifications"** means the enrollment and set-up and other Customer authorizations for a Service provided at the time a Service is requested.

kk. **"Token"** means an electronic device designated by Bank that will permit Authorized Representatives to generate a one-time use numeric code to provide authentication to effect transactions in connection with certain Services. Tokens may be "hard" (tangible) or "soft" (generated electronically on a mobile device).

ll. **"Treasury Management Agreement"** means the Authorization and Agreement for Treasury Management Services executed by Customer that includes this Treasury Management Master Agreement, the Services Terms and Conditions and the applicable Specifications.

mmm. **"UCC"** means the Uniform Commercial Code as in effect in the applicable state.

2. **Scope of Services.**

This Treasury Management Agreement governs any Service provided by Bank to Customer. The Service Terms and Conditions and the Specifications together with this Master Agreement comprise the entire Treasury Management Agreement between Customer and Bank regarding each Service. With respect to any Service being provided by Bank to Customer at the time the Treasury Management Agreement is entered into, unless otherwise agreed, this Master Agreement and the relevant Service Terms and Conditions and Specifications shall prevail over any conflicting provision of any prior agreement relating to that Service. In the event of any conflict between this Master Agreement and any Service Terms and Conditions, the Service Terms and Conditions shall prevail with respect to the particular Service.

3. **Disclaimer of Warranties.**

The Software, Equipment and communication interfaces provided or licensed to Customer are provided on an "As Is" basis. Other than the express warranties contained herein or in the applicable Service Terms and Conditions, BANK MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR SUITABILITY OF ANY SERVICE FOR CUSTOMER, OR AS TO THE COMPATIBILITY OF BANK'S SOFTWARE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE OF CUSTOMER.

4. **Bank Liability.**

a. Bank will exercise ordinary care and act in good faith in providing Services and, except as provided below, will be responsible for any loss sustained by Customer only to the extent such loss is caused by Bank's failure to exercise ordinary care or act in good faith and then the liability of Bank will not exceed the lesser of the actual damages sustained by Customer or the fees Bank received for providing the Service to Customer for the 3 months preceding the loss (or such number of months as Bank is able to recover damages under any applicable Service Provider agreement).

b. For Requests that are subject to Article 4A of the UCC, Bank is liable only for damages required to be paid under Article 4A or the

Fedwire Regulations, as applicable, except as otherwise agreed in this Treasury Management Agreement, provided that Customer has otherwise complied with any duties imposed on Customer under this Agreement, the Wire Transfer Service Terms and Conditions or the applicable Specifications. For all Requests and Entries not subject to Article 4A, and for all other obligations under Bank's ACH Origination Service, Bank's liability is limited to actual damages, resulting directly from Bank's willful misconduct or Bank's failure to exercise reasonable care, not exceeding the following, as applicable: (a) in case of an excessive debit to Customer's Account, the amount of the excess plus compensation equivalent to interest from the date of the excessive debit to the date of the refund; (b) in case of payment to an account not specified by Customer, the amount of the payment plus compensation equivalent to interest from the date of the payment to the date of the refund; (c) in case of any delay in crediting a Debit Entry to Customer's Account, the amount of compensation equivalent to interest for the period of delay; or (d) in all other cases, the damages specified in the paragraph above. If Bank fails to credit an Account utilized in connection with any Service in accordance with the Service Terms and Conditions and Specifications applicable thereto, as of the date such credit was earned, upon discovery or notification of such error, Bank will properly credit such Account, but Bank shall not incur any liability therefore except as otherwise provided herein or in the Service Terms and Conditions. Customer must use reasonable efforts to assist Bank in recovering the amount of any overpayment for which Bank is liable. If Bank is obligated to pay interest compensation, Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of Chicago for the period involved. At Bank's option, payment of such interest may be made by crediting the Account. If Customer transmits a Request to Bank by way of a funds-transfer system or other third-party communications system not specifically required by Bank, the system is deemed to be Customer's agent for that purpose. Bank is not liable to Customer for any discrepancy between the terms Customer transmits to such system and the terms it then transmits to Bank.

IN NO EVENT WILL BANK HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING IN CONTRACT OR IN TORT, AND WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES WAS DISCLOSED TO OR COULD HAVE BEEN REASONABLY FORESEEN BY BANK.

c. Bank shall be deemed to have exercised ordinary care if its action is in conformity with commercially reasonable banking practices. Clerical errors or mistakes in judgment shall not constitute failure to exercise ordinary care. Further, reliance on any oral, telephonic, electronic, written or other Communication believed in good faith to have been given by or on behalf of Customer will in no event constitute a failure to exercise ordinary care. Under no circumstances shall Bank be responsible for any liability, loss or damages resulting from any delay in performance of or failure to perform in connection with any Service which is caused by interruption of telephone, tele facsimile or communication facilities, delay in transportation, Equipment breakdown or mechanical malfunction, electrical, power or computer failure, accidents, fire, flood, explosion, theft, natural disaster or other catastrophe, acts or failure to act by Customer or any third-party strikes or lockouts, emergency conditions, riots, war, events of terrorism, nuclear fusion, fission or radiation, acts of government or other circumstances which are unavoidable or beyond Bank's control. Bank shall not be liable for failure to perform any of its obligations in connection with any Service if such performance would result in it being in breach of any law, regulation or requirement of any governmental authority.

5. **Indemnification.**

Except for Bank's gross negligence or willful misconduct, Customer will indemnify and hold harmless Bank and each of its directors, officers, employees, agents, successors and assigns (collectively, "Indemnitees") from and against all liability claims, loss and damage of any kind (including reasonable attorneys' fees and other costs incurred in connection therewith) incurred by or asserted against Indemnitee arising out of a Service by reason of any acts or omissions of Customer or any third party. This indemnification shall survive the termination of this Treasury Management Agreement as to matters that occurred during its term.

6. **Security Procedures and Communications.**

a. For each Service, either Customer or, if so provided in the Service Terms and Conditions, the Security Administrator, shall determine the names and authorities of Authorized Representatives. In many Services, the information will be provided to Bank in the Specifications. Customer shall promptly notify Bank in writing whenever there are deletions from or additions to such list. Until Bank has received any such written notification and has had a reasonable time to act thereon, Bank may continue to act pursuant to the most current list on file at Bank.

b. Certain Security Procedures, designed to verify the origination (but not errors in transmission or content) of Communications sent by Bank and Customer, may be used in connection with Services. Security Procedures are as set forth in Bank's iBusinessBanking™ Service Terms and Conditions unless otherwise indicated in the applicable Service Terms and Conditions. Customer agrees that any such mutually agreed-upon Security Procedure shall be deemed commercially reasonable. Bank shall not be obligated to act on a Communication not transmitted in accordance with the Security Procedures and may refuse to act on any Communication if Bank reasonably doubts its authorization, contents, origination or compliance with the Security Procedures. Bank shall have no duty to discover, and shall not be liable for, errors or omissions by Customer. If Bank complies with the Security Procedures regarding a Communication, Bank shall be entitled to act on that Communication and shall not be obligated to verify the content of such Communication, establish the identity of the person giving it, or await any confirmation thereof, and Bank shall not be liable for acting on, and Customer shall be bound by, any Communication sent in the name of Customer, whether or not authorized. Bank reserves the right to issue new Security Procedures and/or to cancel or change a Security Procedure from time-to-time.

7. **Customer Obligations as to Security Procedures and Fraud Prevention.**

a. Whenever the Security Procedures include the assigning to Customer of any confidential Password, logon identification, identification code, repetitive code, Token or similar Security Device, Customer shall not disclose such Security Device except to employees or agents authorized to act for Customer in connection with Services. Customer shall implement such safeguards as are reasonably necessary to

ensure the confidentiality and integrity of such Security Devices, and shall immediately notify Bank if the confidentiality or integrity of any such Security Device is breached or threatened, followed by written confirmation of security breach. Bank will have no liability to the Customer for any unauthorized transaction made using a Security Device that occurs before Customer has notified Bank of the possible unauthorized use and Bank has had a reasonable opportunity to act on that notice. Customer shall be solely responsible for the safekeeping of such Security Devices and assumes all risk of accidental disclosure or inadvertent use of such Security Devices by any party whatsoever, whether such disclosure or use is on account of Customer's negligence or deliberate acts or otherwise. Customer is strictly responsible to establish and maintain internal procedures to safeguard against unauthorized communications.

IF CUSTOMER, THE SECURITY ADMINISTRATOR OR AN AUTHORIZED REPRESENTATIVE OR AGENT DISCLOSES CUSTOMER SECURITY DEVICES TO ANYONE, AND/OR IF CUSTOMER ALLOWS SOMEONE TO USE SUCH SECURITY DEVICES TO GAIN ACCESS TO ACCOUNTS, CUSTOMER AUTHORIZED THEM TO ACT ON ITS BEHALF AND WILL BE RESPONSIBLE FOR ANY USE OF THE SERVICE BY THEM.

b. In the event of a security breach, Customer agrees to cooperate with Bank in connection with Bank's incident response investigation in a timely manner and to provide any information requested by Bank within 2 Business Days of the request. Customer will permit Bank's authorized representatives access to Customer's computer systems in connection with such investigation. Customer will indemnify and hold Bank harmless from and against any third party claim arising in connection with a data security breach, except to the extent the breach is caused by Bank's gross negligence or the gross negligence of Bank's Service Provider.

c. Customer acknowledges that there is a growing risk of losses resulting from unauthorized transactions in Accounts. Bank offers Services that provide effective means for controlling such risk, including: (i) ACH Debit Block and ACH Positive Pay, (ii) Account Reconciliation and (iii) Positive Pay and Reverse Positive Pay. In addition, Bank may recommend that Customer use certain fraud prevention practices to reduce Customer's exposure to online fraud. Each of these practices is an industry "best practice." An example of a best practice is Dual Control, which requires a payment or user modification initiated by one Authorized Representative to be approved by a second Authorized Representative on a different computer or mobile device before it takes effect. Another example of a best practice is Dual Administration when using iBusinessBanking™. Customer will be treated as having assumed the risk of any loss that could have been prevented by its use of any fraud prevention Service or best practice Bank has recommended to Customer, if Customer: (A) declines to enroll in the fraud prevention Service(s); (B) enrolls in the fraud prevention Service but fails to use it in accordance with the Service Terms and Conditions or Specifications applicable to it; or (C) fails to adopt and follow a best practice. In that event, Customer will be precluded from asserting any claims against Bank for paying unauthorized, altered, counterfeit or other fraudulent items that such tool was designed to detect or deter, and Bank will not be required to re-credit Customer's Account or otherwise have any liability for paying such items.

8. Confidentiality.

a. All Confidential Information provided to Customer in connection with any Service and all fee and pricing information with respect to the Services is the proprietary and confidential property of Bank and/or its relevant Service Providers. Customer shall not make any copies, in whole or in part, of any Confidential Information without Bank's prior written consent. Customer shall not disassemble, decompile or reverse-engineer any Software or Security Devices. Customer agrees to notify Bank immediately if the confidentiality of any Confidential Information is compromised. Customer's obligations under this section shall survive the termination of this Treasury Management Agreement. Customer agrees to use the Confidential Information only in the manner specified by Bank and in the ordinary course of Customer's business, to return it to Bank upon termination of the relevant Service, and to keep the Confidential Information confidential and limit access thereto only to its agents and employees who require access in the normal course of their duties, except to the extent the Confidential Information is already in the public domain or Customer is required to disclose the Confidential Information by law.

b. Bank has implemented and shall maintain information security procedures designed to meet the requirements of the Guidelines Establishing Information Security Standards as adopted by the bank regulatory agencies who oversee Bank's operations. These security measures include appropriate disposal of consumer information, if required, and the appropriate actions to address incidents of unauthorized access to Customer Information, including notification to Customer as soon as possible of any such incident, which notice shall include appropriate details regarding such incident and a description of steps taken by Bank to remedy the incident and prevent its recurrence. Customer understands that Customer is solely responsible for any damages sustained as a result of an incident that occurs because of a virus or other breach of security on Customer's system.

c. In the event of any breach of the obligations under this Section, each party acknowledges that the other party would have no adequate remedy at law, since the harm caused by such a breach would not be easily measured and compensated for in damages, and that in addition to such other remedies as may be available to such party, it may obtain injunctive relief including, but not limited to, specific performance.

9. Service Providers.

Bank may act on any Communication and provide any Service using any payment system or Service Provider it reasonably selects. Bank's performance of Services is subject to the rules and regulations of any such system or organization. Bank shall have no obligation to disclose arrangements with third parties to Customer or obtain Customer's consent thereto. Customer authorizes the transfer of information relating to Customer to agents of Bank or Customer for use in connection with Services or as required or permitted by law. Bank will provide Customer with all necessary instructions for contact with such Service Provider, if necessary.

10. Equipment and Software.

a. If any Service requires Equipment or Software to be operated by Customer, the provision of the Service by Bank shall be conditioned on the proper installation, configuration, use and maintenance of such Equipment or Software by Customer. Customer is solely responsible for the selection, purchase or lease and maintenance of its computer Equipment and Software and its compatibility for use

where required in connection with any Service. If Bank supplies Equipment or Software, Bank shall remain the owner of such Equipment or Software, and Customer shall insure it, use it solely in the manner specified by Bank and in connection with the relevant Service, not remove or modify any name or identifying mark on it, and return it to Bank upon termination of the Service in good condition, ordinary wear and tear excepted.

b. Customer is responsible for installing and implementing any changes and upgrades to the Equipment and Software as required by Bank within 5 Business Days to ensure compliance with regulatory changes or developments and to protect the integrity and security of the Service.

11. Advertising.

Neither Customer nor Bank shall display any name, trademark or service mark of the other without the prior written consent of the other. Customer shall not advertise or promote any Service without Bank's prior written consent for each use or release.

12. Recordings and Records.

Either Customer or Bank may produce telephonic or electronic recordings or computer records, including e-mail and tele facsimile transmissions, as evidence in any proceedings brought in connection with any Service. Customer agrees to Bank's telephonic or electronic monitoring, recording and retention of records for evidence of the transaction and quality of service purposes. All records maintained by Bank for Services contemplated by this Agreement shall be and remain Bank's property. Bank may, at its discretion, make available to Customer such records upon request. Any expense incurred by Bank in making such records available to Customer shall be paid by Customer.

13. Notices.

In cases of errors or questions concerning transactions completed with Bank's Services, Customer should do one of the following, as soon as possible: call Treasury Management Support at 847-939-9050; or write to:

Wintrust
Attn: Treasury Management Support
9801 W. Higgins, Suite 800
Rosemont, IL 60018

Or such other address as Bank may give to Customer, in writing, from time-to-time. Any notice or other written communication may be sent by Bank to Customer at Customer's postal, e-mail, tele facsimile or other address provided by Customer to Bank, and Bank may assume that any notice or communication sent to Customer at any such address has been received by Customer, until Customer notifies Bank in writing of another address. Any notice shall be deemed effective when received.

14. Accounts.

All Services involving Customer's transaction Accounts at Bank are subject to Bank's Account Agreement and funds availability schedules in effect from time-to-time, provided that in the event of any conflict between the Treasury Management Agreement and Bank's Account Agreement, this Master Agreement and the Service Terms and Conditions shall prevail. Each funds transfer under a Service is subject to any transfer limitations that apply to the transaction Account.

15. Payment.

Customer shall pay Bank for each Service in accordance with the price schedule established by Bank, which may be changed by Bank from time-to-time. Customer will be provided with notice of any such change in accordance with Bank's normal business practices. The price schedule for each Service will be deemed accepted by Customer upon provision of such Service to Customer. Customer shall pay any sales, use or similar tax applicable to any Service. If Bank is required to pay any such taxes, Customer shall reimburse Bank therefor upon demand. Customer shall also pay all attorneys' fees and other costs and expenses Bank may incur in collecting any fees or other sums Customer may owe to Bank in connection with any Service(s). Bank may collect any amounts due from Customer to Bank by debiting any of Customer's Accounts with Bank, billing Customer, and/or setting off against any amounts Bank owes Customer, without any obligation to give prior notice thereof to Customer.

16. Extensions of Credit and Overdrafts.

Customer must maintain sufficient amounts of Available Funds in its Accounts in connection with particular Services to cover its payment obligations. Bank is not obligated to extend credit to Customer unless it has specifically agreed to do so in a separate writing. If Bank extends credit to Customer by permitting overdrafts or use of uncollected funds in Customer's Accounts or otherwise, the amount thereof shall be immediately due and payable, together with interest thereon at a per annum rate determined by Bank from time-to-time, but not to exceed the maximum rate permitted by law. If Bank should perform on behalf of Customer any Services that create an overdraft or use of uncollected funds, such action shall not establish a course of dealing between the parties that shall require Bank to perform any Services on behalf of Customer that would create an overdraft or use of uncollected funds. Bank may, without notice, refuse to honor any order for payment, transfer or withdrawal of funds if such order would create an overdraft or use of uncollected funds, notwithstanding that Bank may previously have allowed overdrafts or use of uncollected funds. Bank may debit any Account owned by Customer with Bank or Bank may set off against any amount it owes Customer, in order to obtain payment for Customer's overdrafts.

17. Grant of Security Interest.

As security for the full and timely payment and performance of all of Customer's obligations under this Treasury Management Agreement, Customer hereby grants to Bank a security interest in, and a lien upon, the Account(s) and any other Customer account at Bank. The

failure of Customer to satisfy any of its obligations to Bank shall constitute a default. Upon the occurrence of a default, and at any time thereafter, Bank may use and apply any and all funds in the Account(s) and any other Customer account at Bank and exercise any and all other rights and remedies available to Bank by law, in equity or by agreement.

18. Account Reconciliation.

a. Customer transactions will be reflected on Customer's Bank Statement issued by Bank. Customer shall promptly notify Bank in writing at the address provided in the Notices Section of this Master Agreement of any error in connection with any Service and any discrepancies between any records maintained by Customer and any notice and/or Bank Statement Customer receives from Bank with respect to any Service, and shall provide Bank with any information it may reasonably request in connection therewith. Customer agrees that 14 days is a reasonable time for Customer to notify Bank of errors or discrepancies, unless any other agreements, Service Terms and Conditions, Specifications, or laws, rules or regulations provide for a shorter period. If Customer fails to notify Bank of any discrepancy within 14 days of receipt of a Bank Statement containing such information, Customer shall be precluded from asserting such discrepancy against Bank and Bank shall not be liable for any losses resulting from Customer's failure to give timely notice. Bank shall also have the right to credit or debit any Accounts to correct any processing irregularity in connection with any Service.

b. In accordance with the NACHA Rules, Customer must report an unauthorized ACH Debit Entry to Customer's Account by the established Cut-off Time on the Business Day following the Settlement Date of the unauthorized Entry. Otherwise, Customer's sole recourse is to the Originator of the transaction.

19. Check Samples, Forms Approval and Service Implementation.

Bank reserves the right to approve the form of Customer's checks, drafts, deposit slips and similar documentation. Prior to initiating a new Account or Service, or at any other necessary time, Customer agrees to provide all information and conduct any test that Bank may reasonably request, including, without limitation, signature cards, transmissions, corporate resolutions and other documents. Bank may also request samples of Customer's checks, drafts, deposit slips and similar items to ensure, in Bank's sole discretion, whether such items meet Bank's quality control and processing standards. In the event that Bank determines that any item or test does not meet its specifications, Bank will so advise Customer. Customer acknowledges that Services will not commence or continue until such time as an approved item or test is provided to Bank and determined by Bank to be satisfactory. Customer shall be responsible for initial product installation, whether or not Bank provides telephone or on-site installation support.

20. Communications/Instructions.

a. For some Services, Customer may authorize Bank to honor Customer's request to give Bank oral or written instructions or confirmations regarding the Service. Bank may in good faith rely on such oral or written instructions or call-back verifications that purport to come from an Authorized Representative without independent verification by Bank.

b. Customer may elect to send or receive instructions or reports to or from Bank related to Services via Electronic Transmission. Customer acknowledges that such Electronic Transmissions are an inherently insecure communication method due to the possibility of error, delay and observation or receipt by unauthorized personnel. Bank may rely in good faith on Customer's instructions regarding how and to what number or e-mail address Electronic Transmissions should be sent and may rely on any Electronic Transmission that it reasonably believes to have been initiated by the Customer. Should Customer elect to send or receive Electronic Transmissions to or from Bank, Customer assumes all risks, and Bank shall not be liable for any loss, that results from the nonreceipt, disclosure or alteration of any such Electronic Transmission.

c. By utilizing the Services available under this Master Agreement and the applicable Service Terms and Conditions, Customer will be entitled to authorize various transactions electronically that otherwise would require written authorization. Customer may have Accounts that require multiple signers to execute transactions. Customer agrees that such instruction does not apply to the Services and that Bank is authorized to complete each transaction initiated electronically, including but not limited to, transfer of funds, extension of credit under notes and issuances of checks or electronic payments.

d. In addition, in order for Bank to service the Account, mitigate fraud or to collect any amounts owed to Bank, Bank or its Service Provider may from time-to-time make calls and/or send text messages to Customer at any telephone number(s) associated with an Account, including wireless telephone numbers that could result in charges to Customer. The manner in which these calls or text messages are made may include, but is not limited to, the use of prerecorded/artificial voice messages and/or an automatic telephone dialing system.

21. Compliance.

a. Bank and Customer will comply with all applicable laws (which includes for all purposes under this Treasury Management Agreement, applicable statutes, rules, regulations, and orders of governmental agencies) in connection with Accounts and Services. This includes, but is not limited to, as applicable, the sanctions laws, regulations and orders administered by OFAC; laws, regulations, and orders administered by the U.S. Department of the Treasury's Financial Crimes Enforcement Network (FinCEN), including the Bank Secrecy Act, the U.S.A. PATRIOT Act and the requirements for customer identification required thereby; to the extent applicable to business accounts, the Electronic Funds Transfer Act and Regulation E promulgated thereunder; Articles 4 and 4A of the UCC and any other applicable state laws; and the Check 21 Act and Regulation CC promulgated thereunder. It shall be the responsibility of Customer to obtain information regarding OFAC enforced sanctions. Customer may choose Services to which the NACHA Rules are applicable. Customer agrees to be bound by such NACHA Rules, and agrees that no communications that violate United States law may be initiated. Customer will be responsible for and will fully indemnify Bank for any and all fines and assessments imposed on Bank as a result of any infraction or violation of laws, rules or regulations caused by or attributable to Customer.

b. **Unlawful Internet Gambling Notice:** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from

being processed through the Account(s) or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

22. Transactions on Non-Business Days/Cut-Off Times.

Transactions, deposits, payment orders, entries or other requests by Customer received by Bank on a non-Business Day or after established Cut-off Time deadlines may be treated by Bank as received on the next Business Day. Bank may change any Cut-off Time or other deadline at any time. Bank will make a reasonable effort to notify Customer of any changes in advance.

23. Inconsistent Name and Account Number.

Unless otherwise provided in any Service Terms and Conditions or as otherwise required by law, if Customer or third party acting at the Customer's Communication initiates an Entry that describes the person to receive the proceeds of such Entry (the "beneficiary"), the beneficiary's bank, or an intermediary bank by name and an account or other identifying number, Bank and subsequent parties to the Entry may rely on and act solely on the basis of such number, even though the name and number do not agree and even though Bank and subsequent parties know or have reason to know of the inconsistency. Customer's obligation to pay the amount of the Entry to Bank is not excused in such circumstances.

24. Audit.

During the term of the Treasury Management Agreement and for a period of 2 years thereafter, Bank, and any third party representatives designated by Bank, including bank regulatory agencies, independent auditors and forensics experts, shall have the right, upon reasonable prior notice to Customer (except in the event of fraud, unauthorized access to Accounts or any other circumstance where delay could result in loss to Customer, in which case this right shall be immediate), to audit Customer's books, records, systems, computers and procedures to the extent necessary to verify Customer's compliance with the terms of this Treasury Management Agreement, including compliance with applicable laws and, as applicable, NACHA Rules, which may include, in Bank's sole discretion, the right to enter onto the premises of Customer for such purpose.

25. Remote Access Rights.

From time-to-time, Bank personnel will use Software to create a remote access online session with Customer's Authorized Representatives for the purpose of troubleshooting problems, training on products or for related purposes. Such sessions will be solely for the purposes established at the time, and Bank will not have access to the system for any further reason.

26. Data Retention and Disclosure.

Customer acknowledges that Bank may have certain legal record keeping and reporting requirements with respect to Services and consents to Bank's disclosure to governmental authorities of information concerning Customer and Services provided to Customer, which Bank believes to be appropriate or necessary to fulfill such legal requirements.

27. Business Use.

CUSTOMER MAY USE THE SERVICES, AND ANY EQUIPMENT OR SOFTWARE PROVIDED IN CONNECTION WITH THE SERVICES FOR BUSINESS USE ONLY AND ACKNOWLEDGES THAT SERVICES SHALL NOT BE USED BY CUSTOMER FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

28. Waiver of Jury Trial and Choice of Venue.

Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective affiliates arising under the Treasury Management Agreement. Customer hereby irrevocably consents and submits to the jurisdiction of any state court of the state where the Bank's main office is located, or the United States District Court for the district in which Bank's main office is located, and Customer waives any and all objections that it may have to venue in such courts or the issuance of service of process in any such proceedings.

29. Dispute Resolution.

Any dispute, controversy or claim arising out of or relating to the Treasury Management Agreement, whether instituted by Bank or Customer, excluding any claim for amounts due Bank hereunder, a breach of confidentiality or a claim for indemnification, will be submitted to binding arbitration administered by JAMS, pursuant to its Comprehensive Arbitration Rules if the amount of the controversy exceeds \$250,000 (not including interest or attorneys' fees), or otherwise pursuant to its Streamlined Arbitration Rules and Procedures. The arbitration will be conducted (a) in the county where the Bank's main office is located; (b) before one arbitrator designated by Customer and Bank, or if agreement cannot be reached on the designation of an arbitrator within 60 days of a request by either party for binding arbitration, by an arbitration association; (c) in accordance with the United States Arbitration Act (Title 9 of the United States Code), notwithstanding any choice of law provision in the Treasury Management Agreement; and (d) under the arbitration rules in effect at the time of the filing of the demand for arbitration. The arbitrator's award will be final and in writing and will include a statement of the reasons for the award. Judgment on any interim or final award rendered by the arbitrator may be entered and enforced in any court of the state where the Bank's main office is located or the United States District Court for the appropriate district. No award of punitive damages by the arbitrator(s) may be enforced.

30. Miscellaneous.

a. **Binding Effect of Agreement.** The Treasury Management Agreement shall bind and benefit Bank and Customer and their legal representatives, successors and assigns. None of the terms of the Treasury Management Agreement may be waived, except as Bank

may consent in writing, and no agreement with or representation made by any employee of Bank that is in conflict with the Treasury Management Agreement will be binding on Bank unless contained in a written modification of the Treasury Management Agreement, signed by an authorized officer of Bank. Bank may from time-to-time amend any of the terms of the Treasury Management Agreement. Customer will be provided with notice of any such amendment in accordance with Bank's normal business practices. By continuing to use any Service after notice of such amendment, Customer shall be deemed to have agreed to such amendment and shall be bound by the Treasury Management Agreement, as amended. No delay on the part of Bank in exercising any right or power under the Treasury Management Agreement shall operate as a waiver thereof. The rights and remedies under this Master Agreement and the Service Terms and Conditions and Specifications are cumulative and not exclusive of any rights or remedies which Bank would otherwise have. The Treasury Management Agreement may be executed by way of facsimile or electronic signature or any other permissible means of acceptance, and if so, such signature or agreement shall be considered and have the same legal effect as an original. The Treasury Management Agreement may be transmitted by facsimile, e-mail or other means of electronic transmission and shall have the same legal effect as delivery of an original executed copy of the Treasury Management Agreement.

b. Governing Law; Severability. Except to the extent superseded by Federal law, the provision of the Services shall be governed by the laws of the state where the Bank's main office is located without reference to the chosen state's provisions regarding conflicts of law. Any provision of this Treasury Management Agreement that is unenforceable to any extent shall be ineffective to the extent of such provision, without invalidating the remaining provisions of this Treasury Management Agreement. If performance of any Services would result in violation of any law, regulation or governmental policy, this Master Agreement and any applicable Service Terms and Conditions shall be deemed amended to the extent necessary to comply therewith.

c. Assignment. This Treasury Management Agreement may not be assigned by Customer without Bank's prior written consent. Bank may assign this Treasury Management Agreement without Customer's consent.

d. Termination. Either party, upon 30 days' prior written notice to the other, may terminate any Service or terminate the Treasury Management Agreement, which will terminate all Services. Bank reserves the right to terminate or suspend any Service or the Treasury Management Agreement immediately, without notice to Customer, if any of the following occurs: (i) Customer becomes insolvent or files, or has filed against it, any bankruptcy or other insolvency, reorganization, liquidation or dissolution proceeding of any kind; (ii) a material adverse change, in Bank's reasonable judgment, occurs in Customer's business or financial condition; (iii) Bank has reason to believe that Customer has engaged in fraudulent or illegal activity; (iv) Customer fails to maintain balances in Accounts sufficient to cover overdrafts or proper funding for any banking activities; (v) Customer violates the terms of this Master Agreement, any Service Terms and Conditions, Specifications, or any financing arrangement with Bank; (vi) Customer violates law or applicable rules, including NACHA rules; (vii) Customer fails to provide financial information reasonably requested by Bank; (viii) Bank determines it is impractical or illegal to provide any Service because of changes in laws, regulations or rules; or (ix) Bank, in good faith, is unable to satisfy itself that Services have been properly authorized by Customer. Notwithstanding any termination, the terms of this Master Agreement and the Service Terms and Conditions and Specifications shall apply to (A) all transactions which have been initiated prior to termination and (B) Customer's payment obligations with respect to such transactions.

e. Survival. Sections 3, 4, 5, 8, 15, 16, 17, 21, 24, 28, 29 and 30(b) and (e) will survive termination of this Treasury Management Agreement and any Service Terms and Conditions.

ACH DEBIT BLOCK SERVICE TERMS AND CONDITIONS

1. **Scope of Service.** These Service Terms and Conditions set forth the requirements for Bank to stop payment on all or some ACH Debit Entries to the Account(s).
2. **Debit Block Specifications.** Customer will provide Bank with the Debit Block Specifications for Debit Entries on which Customer desires Bank to stop payment to Customer's Account. Customer agrees to comply with the NACHA Rules for all Entries.
3. **Bank Rights and Responsibilities.**
 - a. Bank will automatically return any Debit Entry that meets the Debit Block Specifications.
 - b. Bank may also return an Entry that would be returned for any reason under the NACHA Rules. Bank may also pay any Entries, reversals or adjustments which Bank is required to accept under the NACHA Rules, operating circulars or any other applicable rule, guideline or regulation.
 - c. The ACH Debit Block Service does not apply to transactions between Customer and Bank, and Bank may pay Entries that Customer has authorized Bank to originate against Customer's Account (e.g., loan or credit card payments), whether or not Customer has included these in Customer's authorization criteria.
 - d. If an ACH Debit Block is terminated for any reason, Bank will no longer be obligated to monitor Entries against Customer's authorization criteria and will receive and accept or return Entries to Customer's Account in accordance with Bank's normal procedures. Customer still has the right to return Entries in accordance with the NACHA Rules.
4. **Coordination with ACH Positive Pay.** If Customer also subscribes to the ACH Positive Pay Service, Customer will need to make Customer's pay or return decisions under Customer's ACH Positive Pay Service. Such decisions will supersede the terms contained in Customer's ACH Debit Block Service.

ACH POSITIVE PAY SERVICE TERMS AND CONDITIONS

1. **Scope of Service.** The ACH Positive Pay Service allows Customer to access, through iBusinessBanking™, all ACH Debit Entries that have been blocked in accordance with the ACH Debit Block Service. Customer may use the ACH Positive Pay Service to allow specified ACH Debit Entries to be debited to Customer's Account, and to decline to allow other specified ACH Debit Entries to be so debited. Customer may also use the ACH Positive Pay Service to establish rules to apply to future ACH Debit Entries, so that such future ACH Debit Entries will be allowed or declined automatically.
2. **Terms.**
 - a. Bank may establish time periods and Cut-off Times within which Customer may act on a particular ACH Debit Entry, and may change such time periods and deadlines at any time without notice. Customer may establish limits and restrictions on the types or rules that Customer may establish with respect to ACH Debit Entries.
 - b. Any person who may access iBusinessBanking™ as an Authorized Representative may use ACH Positive Pay. Customer must access the daily reports of Exception Items via iBusinessBanking™. Using such website, Customer must then notify Bank which Exception Items to pay/accept or which to return. If Customer fails to notify Bank by the Cut-off Time, Bank

will handle the Exception Items in accordance with the prescribed default procedure as outlined in the Specifications. Unless otherwise agreed upon in the Specifications, with Bank approval, Bank default for pending Exception Items is to return.

- c. Where available Customer may request to receive certain types of notifications of Exception Items. These notifications are further described in the applicable Specifications.

3. Bank Rights.

- a. Customer acknowledges that Bank's ACH Positive Pay Service does not preclude Bank's standard ACH processing procedures, which may cause an ACH Entry to be dishonored even if Customer instructions do not otherwise require Bank to return such ACH Entry.

- b. Customer acknowledges that Bank's ACH Positive Pay Service is intended to be used to identify and return ACH Entries which Customer suspects in good faith are unauthorized. They are not intended to be used as a substitute for authorization instructions or to delay Customer pay/accept return decisions on Exception Items, including, and not limited to, stop payment orders on ACH Entries which are not suspected in good faith to be unauthorized. If Bank suspects or deems, in Bank's sole discretion, that Customer is using the ACH Positive Pay Services contrary to those intentions, Bank may require Customer to provide evidence that ACH Entries Bank returns pursuant to Customer instructions were in fact unauthorized. In addition, Bank may hold Customer liable for losses Bank sustains on ACH Entries which Bank is requested to return under such ACH Positive Pay Services and which Customer does not reasonably establish as unauthorized ACH Entries.

ACH ORIGATION SERVICE TERMS AND CONDITIONS

1. **Scope of Service.** These Service Terms and Conditions set forth the terms and conditions under which Customer will use Bank's ACH Origination Services (including, but not limited to Bank's ACH Services and Electronic Data Interchange ("EDI") Services) to initiate Credit Entries and/or Debit Entries. Bank will act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries.

2. **Definitions.** Unless otherwise defined herein or in the Master Agreement, capitalized terms have the meanings provided in the NACHA Rules, the Electronic Funds Transfer Act and Regulation E issued thereunder, or Article 4A of the UCC.

3. **NACHA Rules.** The Services covered by these Service Terms and Conditions shall be governed, with respect to electronic Entry, by the NACHA Rules. If there are any inconsistencies between these Service Terms and Conditions and the NACHA Rules, the latter shall govern, except with respect to an Entry directed to an account of a Third Party (as defined in Section 4 below) maintained at Bank or at any other financial institution for which Bank provides electronic data processing services (each, an "on us" item).

4. Preparation and Submission of Entries.

- a. **Authorization.** Customer shall obtain the written authorization of any individual or entity ("Third Party") before initiating any Entry to such Third Party's account, which authorization requires such Third Party to comply with the NACHA Rules. Customer shall provide Bank with evidence of any such authorizations, within 5 Business Days of request. Customer must provide a copy of the authorization to Consumer Receivers for Debit Entries to be initiated.

- b. **Record Retention.** Customer will retain the original or a

copy of each authorization for at least 2 years, as required by the NACHA Rules or applicable laws. Customer shall retain data in a manner adequate to permit remaking of an Entry for 14 days following the date of transmittal by Bank and shall provide such data to Bank upon its request.

c. **Medium and Format.** Each Entry initiated by Customer will be prepared and submitted in mutually agreed-upon medium and in format specified by Bank in the Specifications and the NACHA Rules. Bank may reject or refuse to execute an Entry or files or tapes containing Entries not prepared in accordance therewith.

d. **Content.** In submitting any Entry, Customer is responsible for providing all information required by Bank. Customer bears sole and exclusive responsibility to verify that the information set forth in Entries submitted to Bank is authentic, accurate and conforms to the NACHA Rules. The Services hereunder are only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in unintended processing by Bank. Bank bears no responsibility for detecting or reporting any error in data supplied by Customer and shall not be liable to Customer for any information provided by Customer with respect to an Entry, which is inaccurate, incomplete or otherwise incorrect.

e. **Prenotification.** Customer should send prenotification that it intends to initiate an Entry to a particular account in accordance with the procedures set forth in the NACHA Rules or as established by Bank. If Customer chooses not to send prenotification, Customer is responsible for Entries that are misrouted due to incorrect information. A prenotification can be returned or result in a Notification of Change ("NOC"). If the prenotification is returned, Customer shall research the reason for return and make any necessary corrections before transmitting another Entry. If the prenotification results in an NOC that Bank received by the opening of business on the second Business Day following such Settlement Date, Customer must make the required changes prior to a subsequent Entry to the Receiver's account. If the NOC is received after that time, Customer must make required changes within 3 Business Days or prior to a live Entry, whichever is later.

f. **Addenda Information.** Customer shall insure that any Addenda Information, in the form of payment, remittance or related data that Customer seeks to transmit electronically through Bank in conjunction with an Entry, is accurate, in proper form, and conforms to any and all requirements of the NACHA Rules. Bank reserves the unrestricted right to decline to transmit any Addenda Information on the basis that it is unreadable or unprocessable as well as for any other reason provided for under the NACHA Rules. In the event that Bank agrees to transmit and/or receive any Addenda Information on Customer's behalf, Bank shall not be responsible for insuring and/or maintaining the confidentiality of any such Addenda Information.

g. **Warranties.** With respect to each Entry initiated hereunder, Customer represents and warrants that:

(i) Each Debit Entry submitted to Bank is for a sum due and owing to Customer from a Third Party on the specified Effective Entry Date (which means, the date that Customer intends the ACH transactions to be posted to the Third Party's account);

(ii) Each Entry submitted is accurate, in proper form, timely and in compliance with the NACHA Rules and Federal and State laws and regulations governing electronic funds transfer, including, but not limited to Regulation E, Article 4A

of the UCC and the sanctions enforced by OFAC;

(iii) Each Entry submitted is authorized by Customer and the Third Party, and prepared in accordance with instructions set forth by Bank and in the NACHA Rules. The Third Party to whom each Entry pertains has authorized and consented to such Entry to the extent contemplated or required under the NACHA Rules prior to the submission of such Entry to Bank and such authorization and consent is in effect at the time of submission of the Entry to Bank and will remain so until such Entry is fully processed;

(iv) Customer will perform its obligations in accordance with the NACHA Rules and all applicable laws, including, but not limited to, the sanctions laws, regulations and orders administered by OFAC, laws, regulations, and orders administered by the U.S. Department of the Treasury's Financial Crimes Enforcement Network (FinCEN) and any state laws, regulations, or orders applicable to the providers of ACH payment services and the Entry will not violate law or be to or on behalf of a blocked party. Customer acknowledges that in holding an account or otherwise acting on behalf of a blocked party Bank is responsible for freezing the proceeds of ACH transactions involving the party and reporting them to OFAC; and

(v) Customer shall, with respect to information transmitted or exchanged between Customer and a Third Party using an Unsecured Electronic Network, both prior to the key entry and through transmission of any such information (A) encrypt the information or (B) transmit or receive the information via a secure session, in either case using a commercially reasonable security technology that complies with applicable regulatory requirements. Customer shall implement advancements to such encryption technology as they become available.

5. Security Procedures.

a. **Security.** Customer agrees to use the Security Procedures provided in the iBusinessBanking™ Terms and Conditions, including the use of Tokens, when Customer originates Entries to Bank using iBusinessBanking™.

Bank standard is to require that each batch file delivered through the iBusinessBanking™ Service be created or modified by means of Dual Control. Bank strongly recommends that Customer elect to use Dual Control.

Each time Customer uses the Service, Customer represents and warrants to Bank that it is in compliance with the Security Procedures defined by Bank. Bank may act upon any Request, the authenticity of which has been verified by Bank through the use of the Security Procedures. Bank may change its Security Procedures from time-to-time.

b. **Obligation for Payment.** If an Entry (or request for cancellation of an Entry received by Bank purports to have been transmitted or authorized by Customer or any Authorized Representative and Bank has acted in compliance with mutually agreed-upon Security Procedures with respect to such Entry (or Request), such Entry (or Request) shall be deemed effective as Customer's Entry (or Request), and Customer shall be obligated to pay to Bank the amount thereof.

6. Processing of Entries.

a. **Authorization.** Bank is authorized to receive, process and initiate Entries for such services as Bank and Customer may from time-to-time agree. Entries may be conveyed to Bank by data transmission via Bank's iBusinessBanking™, by Customer's processor approved by Bank under Section 15 hereof ("Processing Vendor"), or by another method agreed to by Bank

and Customer. Bank shall (i) process Entries received from Customer to conform with the file specifications set forth in the NACHA Rules, (ii) transmit such Entries as an ODFI to the ACH Operator, and (iii) settle such Entries as provided in the NACHA Rules.

b. **Permitted SEC Codes.** Bank processes CCD, CTX and PPD Entries as part of its standard service package, including child support and tax payments. WEB and TEL Entries may be processed as additional services and will require Customer to make additional representations and warranties. Bank will notify Customer if it determines to process additional types of Entries.

c. **Delivery of Entries.** Customer shall deliver Entries to Bank prior to the daily Cut-off Time established by Bank from time-to-time. Any Entry received by Bank after its daily Cut-off Time may be processed on the next Business Day. Same Day Entries may be initiated with the prior approval of Bank and subject to a fee disclosed by Bank, as long as the amount is \$25,000 or less per item and the format requirements are met. Customer recognizes that its ability to originate Entries is subject to exposure limits set forth in the Specifications, as such limits may be modified by Bank from time-to-time in its sole discretion.

d. **Methods of Processing.** Bank, in its sole discretion, may process Entries which it receives from different Customers in any order convenient to Bank and may select such means and routes for the transfer of funds as Bank considers appropriate under the circumstances.

e. **Rejected Entries.** Bank has the right to reject any Entry if Bank determines in its discretion that such Entry does not meet the criteria for submission and processing as set forth in this Agreement or the NACHA Rules. Upon rejection of any Entry (or group of Entries) initiated by Customer, Bank will notify Customer via the method indicated in the Specifications no later than the Business Day such Entry would otherwise have been transmitted by Bank to the ACH Operator. Each rejected Entry will be unprocessed, returned, charged or credited back to the Settlement Account (as defined in Section 10). Bank assumes no other responsibility with respect to such rejected Entry and Customer is responsible for remaking and resubmitting such Entry or otherwise handling the payments or charges with the Third Party. Bank may in its sole discretion remake and resubmit any rejected Entry but shall have no obligation to do so.

f. **Cancellation.** Customer shall have no right to cancel any Entry after its receipt by Bank. Bank shall, however, use reasonable efforts to act on a Request by Customer for cancellation of an Entry prior to transmitting it to the ACH or, in the case of an on-us Entry, prior to debiting/crediting a beneficiary's account provided such request complies with Customer's Security Procedures, but Bank shall have no liability if such cancellation is not effected. Customer shall reimburse Bank for any expenses, losses or damages Bank may incur in effecting or attempting to affect Customer's request for the cancellation of any Entry.

g. **Missed Deadlines.** In the event that Bank misses a deadline for submission of Entries, whether due to its delay or delay by Customer, Bank shall not be liable to Customer for such delay, but shall use good faith efforts to meet the next succeeding ACH deadline.

h. **Termination.** If an Entry is initiated and received for Customer's account after termination of the Services hereunder, Bank may, at its option, choose to reject or accept such Entry. If Bank chooses to accept such Entry, these Service Terms and Conditions shall govern. Any termination of the Treasury Management Agreement or this Service shall not affect any of

Bank's rights and Customer's obligations with respect to Entries initiated by Customer prior to such termination, or the payment obligations of Customer with respect to services performed by Bank prior to termination, or any other obligations that survive termination of the Treasury Management Agreement.

i. **Returns, Reversals, Adjustments and Notifications of Change.**

(i) **Returns.** Bank will give Customer notice of returned Entries no later than one Business Day after the Business Day of receipt. Customer shall be responsible for remaking and resubmitting any Debit Entries returned due to non-sufficient or uncollected funds, except where Customer requests, and Bank is capable, Bank will automatically redeposit Debit Entries returned due to insufficient or uncollected funds. Customer shall be responsible for collecting any such funds due to it by other means. Bank may debit the Settlement Account for all funds that Customer has received for Entries that are subsequently returned. Neither Bank nor Customer will knowingly resubmit Debit Entries returned due to stop payment unless reinitiation has been separately authorized by the Receiver after the Entry was returned.

(A) Customer's rights to reinitiate a returned Entry under the NACHA Rules are further limited: Customer may reinitiate an Entry when corrective action has been taken to remedy the reason for the return; and Customer may not reinitiate Entries returned as unauthorized or returns due to revocation or termination of an authorization. Entries must in all events be reinitiated no later than 180 days of the Settlement Date of the original Entry.

(B) Bank may dishonor a returned Entry to the RDFI if the returned Entry was untimely, contained incorrect information, was misrouted, was a duplicate, or resulted in an unintended credit to a Receiver related to the reversal process. Bank will transmit any dishonored return Entry within 5 Business Days of the Settlement Date of the return.

(C) Bank will monitor the return rates of Customer's Entries and Bank will require Customer to have in place a detailed plan, no later than 10 Business Days after request, to reduce return rates considered excessive under the NACHA Rules or Bank may terminate this Services. Bank may charge Customer any fines or fees assessed against it by NACHA or an RDFI for returned Entries.

(ii) **Reversals.** Customer or Bank may initiate Reversing Entries as permitted by the NACHA Rules in the event that previously originated data is erroneous or duplicated. In so doing, Customer warrants that it has initiated Reversing Entries or files within 5 Business Days of the original Entry or Entries and within 24 hours of discovery of the error. Customer also warrants that the account holder of a Reversing Entry has been notified of the reversal, and the reason for the reversal, no later than the settlement day of the reversal. For both Reversing Entries and files, Customer shall indemnify all parties to the transactions(s) from and against any claim, demand, loss, liability or expense.

(iii) **Adjustments.** Bank will give Customer prompt notice of Adjustment Entries received by Bank, and Bank is authorized to debit or credit the Settlement Account for such Adjustment Entries.

(iv) **Notifications of Change.** Bank shall provide Customer all information, as required by the NACHA Rules, with respect to each NOC or Corrected NOC received by Bank relating to Entries transmitted by Customer. Bank will provide such information to Customer as provided in the

Specifications no later than one Business Day after the Business Day of such receipt of each NOC or Corrected NOC. Customer shall ensure that changes requested by the NOC or Corrected NOC are made within 3 Business Days of Customer's receipt of the NOC information from Bank or prior to initiating another Entry to the Receiver's account, whichever is later. Bank may refuse an NOC containing incorrect or incomplete information. Furthermore, to ensure compliance with the NACHA Rules as they pertain to NOCs, it is understood that the ACH Template (in iBusinessBanking) associated with the NOC will be unavailable for use by the Customer until the NOC is applied.

7. Provisional Payment. Pursuant to the NACHA Rules, payment of any electronic Credit Entry by an RDFI to a Third Party is provisional until receipt of final settlement by such RDFI for that Entry. If such settlement is not consummated, (a) such RDFI shall be entitled to a refund from such Third Party and (b) Customer shall not be deemed to have paid the amount of such Entry. Customer specifically acknowledges that it has received notice of the NACHA Rules regarding provisional payment.

8. Notices of Varying Transfer Amounts and Changes in Billing Date. Where a Third Party is a Consumer and has authorized Customer to initiate Debit Entries and the amount changes from the amount of the immediately preceding Debit Entry or the billing date changes from the immediately preceding billing date, Customer shall notify the Third Party in writing of the change in accordance with the NACHA Rules and Regulation E.

9. Right to Refund for Debit Entries. When initiating a Debit Entry, Customer acknowledges the right of a Third Party to stop payment on such Entry to a Consumer's account or to obtain a return of the funds withdrawn from a Consumer's account in accordance with the procedures set forth in the NACHA Rules and pursuant to Regulation E. Customer shall promptly reimburse Bank for all funds Customer has received when a Third Party Consumer follows these procedures.

10. Settlement Account. Customer shall maintain with Bank a commercial demand deposit account (the "Settlement Account") for settlement purposes as provided in the Specifications. The Settlement Account shall be adjusted for any float costs incurred by Bank as a result of processing ACH Entries, returns, reversals or adjustments. Customer shall maintain immediately Available Funds in the Settlement Account in an amount sufficient to cover all Debit/Credit Entries initiated by Customer on the date of transmission or on the Business Day Bank releases the file to the ACH Operator. Funds will be credited or debited to the Settlement Account as of the Settlement Date. The "Settlement Date" is the date an exchange of funds with respect to an Entry is reflected on the books of (a) the ACH Operator, for an Entry transmitted through the ACH, or (b) Bank, for an Entry exchanged by Bank with the RDFI other than through the ACH.

Bank reserves the right from time-to-time and on written notice to Customer to require Customer to pay Bank in collected funds the amount of any Entry up to 3 Business Days in advance of transmittal of the Entry by Bank or otherwise to require adequate collateral to secure in advance the amount of such payment. Once Bank has given written notice of such requirement, Customer agrees to comply with this prepayment or collateralization obligation until such time as Bank shall give notice in writing waiving all or any part of such requirement.

11. Indemnification. Customer shall indemnify and hold Bank harmless from and against all liability, loss and damage (including attorneys' fees and other costs incurred in connection

therewith) resulting directly or indirectly from (a) breach of any warranty set forth herein, (b) debiting or crediting of the amount of any Entry to the account of any Third Party as requested by Customer, (c) delay of any institution other than Bank in debiting or crediting, or the failure of such institution to debit or credit, the amount of any Entry as requested by Customer, (d) delay of Customer in initiating, or the failure of Customer to initiate, any Entry and (e) effecting or attempting to effect Customer's request for the reversal or cancellation of an Entry.

12. Limit of Liability. In the performance of the Services, Bank shall be entitled to rely solely on the information, representations, and warranties provided by Customer pursuant to these Service Terms and Conditions, and shall not be responsible for investigating or confirming the accuracy or completeness thereof. Bank shall not be responsible for Customer's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Customer) or those of any other person, including without limitation any Federal Reserve Bank (including any service provided by any Federal Reserve Bank), Automated Clearing House or transmission or communications facility, any Receiver or RDFI (including without limitation the return of an Entry by such Receiver or RDFI), and no such person shall be deemed Bank's agent. Customer shall indemnify Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim of any person that the Bank is responsible for any act or omission of Customer or any other person described in this Section

13. Cooperation in Loss Recovery Efforts. In the event of any damages for which Bank or Customer may be liable to each other or to a third party pursuant to the services provided under this Agreement, Bank and Customer will undertake reasonable efforts to cooperate with each other, as permitted by applicable laws, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

14. ACH Security Framework. The NACHA Rules require that each non-consumer Originator must establish, implement, and update, as appropriate, policies, procedures, and systems with respect to the initiation, processing, and storage of Entries that are designed to:

- a. protect the confidentiality and integrity of Protected Information until its destruction;
- b. protect against anticipated threats or hazards to the security or integrity of Protected Information until its destruction; and
- c. Protect against unauthorized use of Protected Information that could result in substantial harm to a natural person.

"Protected Information" for this purpose means the non-public personal information, including financial information, of a natural person used to create, or contained within, an Entry and any related Addenda Record.

Such policies, procedures, and systems must include controls that comply with applicable regulatory guidelines on access to all systems used by such non-consumer Originator to initiate, process, and store Entries. Customer, as a non-consumer Originator, agrees to develop and implement policies and procedures and establish oversight that will comply with the ACH Security Framework rule to ensure the protection of security and integrity of ACH sensitive data throughout its lifecycle. Customer shall notify Bank immediately upon learning that any unauthorized person may have gained access to sensitive ACH

data as defined by the ACH Security Framework rule.

15. Customer's Use of Processing Vendor. Customer shall not engage a Processing Vendor to generate and/or transmit Entries to Bank without the prior written consent of Bank and without requiring such third party to first enter into a written agreement with Bank setting out the relationship, rights and duties between such Processing Vendor and Bank. If Customer uses a Processing Vendor, such Processing Vendor shall be Customer's agent for all purposes under this Service, and: (i) Customer shall be deemed to have authorized Bank to follow the instructions of such Processing Vendor to the same extent and under the same conditions as would apply if the instructions came directly from Customer and (ii) Customer shall be responsible for ensuring that such vendor fully complies with the NACHA Rules and that sufficient records of any Entries submitted by such Processor Vendor on Customer's behalf are maintained so as to permit the resolution of any questions concerning possible errors or discrepancies relating to Entries. In particular, Processing Vendor must also comply with the ACH Security Framework rule described above. Customer shall indemnify Bank against any loss, liability or expense, including reasonable attorney's fees, with regard to any breach of these Service Terms and Conditions that may result from the actions of any such Processing Vendor.

16. Amendments/Termination. In addition to the rights to terminate in the Master Agreement, Bank reserves the right to suspend or terminate this Service if any of the NACHA Rules are breached or if Customer takes any action that does not permit Bank to comply with the NACHA Rules. In the event Customer violates any of the applicable NACHA Rules and NACHA imposes a fine on Bank because of Customer's violation, Bank may charge the fine to Customer.

17. Third-Party Sender. If Customer is transmitting Entries as a third party vendor or processor on behalf of Originators ("Third-Party Sender"), Customer agrees to be bound by the applicable terms provided in these ACH Origination Service Terms and Conditions and the NACHA Rules. Customer shall cooperate fully and respond within 5 Business Days to any inquiry from Bank relating to potential NACHA Rule inquiries or violations.

a. Registration of Third-Party Sender. Customer understands that Bank must register it as a Third-Party Sender with NACHA and will cooperate in that process. Furthermore, Customer will provide Bank with the names and pertinent information required by Bank with respect to any Third-Party Sender for which it transmits Entries through Bank (a "nested" Third Party Sender) before transmitting any such Entries for the purpose of Bank's due diligence and registration of such other Third-Party Sender with NACHA.

b. Requirements as to Originators. Customer warrants that its Originators have agreed to assume the responsibilities of Originators under the NACHA Rules and that it undertakes the following as a Third-Party Sender:

(i) Customer shall enter into a binding agreement with each Originator ("ACH Agreement") that is SEC code specific and binds the Originator to the NACHA Rules, including, without limitation, authorization requirements, the audit rights of the Bank, the ACH Security Framework, provisions with respect to return rate monitoring and the rights to suspend the Service for NACHA Rules violations. Customer will be responsible for verifying the proper authorization and execution of all such agreements, which must be executed by authorized signers of Originators who are executive officers, general partners, principals, proprietors, or owners, as

appropriate, for their respective forms of business organization. The ACH Agreement must be approved in form by Bank and satisfy all of the requirements of the NACHA Rules.

(ii) Prior to executing an ACH Agreement with an Originator, Customer shall have conducted an investigation appropriate to the degree of risk associated with the Originator and in accordance with Bank's due diligence requirements, including, as deemed necessary, physical inspection of the premises, data security and customer identification processes, and Customer shall have verified through such investigation that the Originator Sender conducts a legal bona fide business operation and has the proper facilities, equipment, and inventory, and, where necessary, licenses and permits to do business. At the request of Bank, Customer will provide photographs taken of the premises, inventory, or product, and/or a Credit Bureau Report on principals of the business.

(iii) Customer shall provide Bank with the following information pertaining to each Originator for which it initiates entries: (A) name; (B) principal business activity; (C) geographic location and street address; (D) telephone number; (E) employer identification number; (F) name and telephone number of the principal; (G) website address; (H) date of the ACH Agreement; and (I) a summary of due diligence.

(iv) Bank shall have the right, in its sole discretion, to refuse to accept Entries from any Originator. Customer shall, following periodic requests from Bank, provide to Bank a list of all Originators on whose behalf Customer initiates Entries hereunder within 2 Business Days of Bank's request.

(v) At all times, Customer shall be responsible for supervising and overseeing each Originator's performance under the applicable ACH Agreement, and shall be responsible for their respective compliance with NACHA Rules. Bank shall have full recourse against Customer for one hundred percent (100%) of any loss or liability due directly or indirectly, whether in whole or in part, to negligence, willful or wanton misconduct, or fraudulent act of Originators under the ACH Agreement.

(vi) Customer shall establish, implement and periodically review exposure limits for Originators and establish policies and procedures to: (A) monitor the origination and return activity across multiple Settlement Dates; (B) enforce restrictions on the types of Entries that may be originated; and (C) enforce exposure limits.

c. Requirements as to Nested Third-Party Senders. If Customer transmits Entries for any nested Third-Party Sender, Customer must have a NACHA compliant agreement with the nested Third-Party Sender that includes the requirements of the ACH Origination Service Terms and Conditions supplemented by subsections b., d., f. and i. of this Section as if the nested Third-Party Sender were Customer and Customer were Bank. Such agreement also shall include the warranties in subsections d. and e. with Bank as a recipient and indemnification of Bank as provided in subsection h. Further, Customer must provide the list of such nested Third-Party Sender's Originators to Bank with the information set forth in clause b.(iii) above before transmitting Entries for the nested Third-Party Sender. Bank reserves the right to conduct periodic due diligence of each such nested Third-Party Sender and its Originators at its discretion as long as

this relationship continues.

d. Transmittal of Entries by Customer. Customer will initiate Entries as provided in the ACH Origination Service Terms and, on behalf of Originators, authorizes Bank to originate the types of Entries selected in the Specifications. For each Entry for which Customer is not the Originator, Customer represents and warrants that it will not transmit to Bank any Entries that violate the NACHA Rules or the laws of the United States and represents and warrants that the Originator of the Entry has agreed to assume the responsibilities of an Originator under the NACHA Rules and has acknowledged that the Originator may not initiate Entries that violate the NACHA Rules or the laws of the United States.

e. Obligations of Customer as a Third-Party Sender under the NACHA Rules. In addition to any other duties, responsibilities, warranties, representations and liabilities under the Agreement, for each and every Entry transmitted by Customer as a Third-Party Sender to Bank, Customer represents and warrants to Bank and agrees that Customer, as a Third-Party Sender, shall: (i) perform all of the duties, including, but not limited to, the duty to identify Originators; (ii) assume all of the responsibilities, including, but not limited to, the responsibilities of ODFIs and Originators; (iii) make all of the warranties, including, but not limited to, the warranties of ODFIs, the warranty that each Originator has agreed to assume the responsibilities of an Originator under the NACHA Rules and is legally able to do so; (iv) assume all of the liabilities, including, but not limited to, liability for indemnification for failure of an Originator to perform its obligations as an Originator of Third-Party Sender in accordance with the NACHA Rules; and (v) limit the dollar value and types of the Entries that are transmitted to Bank by Customer as Third-Party Sender as set forth in the Specifications.

f. Limits on ACH Entries or Files. In addition to the limitations set forth in the Specifications, Bank may place additional limits on the amount or the type of Credit Entries or Debit Entries that Customer may originate in a file, batch or any single Entry. Such limit will be communicated by Bank to Customer from time to time. Bank reserves the right to modify limits at its sole discretion.

g. Payment. Customer, as a Third-Party Sender, shall maintain, in the aggregate an "Average Daily Collected Balance" in the Accounts, as calculated by Bank, in a sufficient amount to cover its payment obligations under this Section and agrees to pay Bank for each ACH transaction originated by Customer as Third-Party Sender for which Bank is not paid.

h. Indemnification. As Third-Party Sender, Customer agrees to indemnify, defend and hold Bank harmless from and against any and all claims, demands, expenses, losses, liabilities, and damages, including reasonable attorney fees and court costs at trial or on appeal that arise directly or indirectly from the failure of the Originator/nested Third-Party Sender to perform its obligations as an Originator or Third-Party Sender under the NACHA Rules.

i. Annual Self-Assessment. Customer must conduct an annual self-assessment as to data security and as to compliance with the NACHA Rules and maintain the results for review by Bank for not less than 6 years.

AUTOMATED ACCOUNT BALANCE REPORTING SERVICE TERMS AND CONDITIONS

1. **Scope of Service.** ABR provides Customer with a daily,

automated, electronic file transmission, which contains balance and transaction information from Customer's Account at Bank, to a destination designated by Customer. Bank's ABR Service is multi-bank ready and can report account balance and transaction information for Customer's Accounts maintained at other financial institutions.

2. **Definitions.** The following terms have the meanings ascribed to them below as used in these Service Terms and Conditions:

a. **"Automated Balance Reporting ("ABR")"** is a daily electronic file transmission of Customer's Account balance and transaction information in BAI2 standard format, SWIFT customer statement or Comma Separated Value format (CSV).

b. **"Data Exchange"** means a Customer designated third-party data processor, which serves as an intermediary-delivery hub for ABR file transmissions.

c. **"Direct Connection"** means a Bank agent or data processor serving as delivery method for ABR file transmissions.

d. **"Transmission Type"** means either prior-day or current-day Account balance and transaction information contained within an electronic file.

3. **Security Procedures.** Customer will control access to the Service in accordance with its own predetermined company policy and procedures. Customer shall designate Authorized Representatives, and access to the Service will be provided, as described in the Specifications. Bank will regulate access to the Service through the use of Security Devices, including a local access phone number, host name, User ID and initial password. Customer acknowledges that any individual with knowledge of the Security Devices will be able to access the Service. Customer shall not disclose any Security Device except to authorized individuals. Customer shall implement safeguards reasonably necessary to ensure the confidentiality and safekeeping of such Security Devices. Customer assumes all risk of disclosure or unauthorized use of such Security Devices by any party.

4. **Process.**

a. Customer shall advise Bank as to the method of file transmission and file Transmission Type.

(i) Direct Connection. File transmission method using Bank's designated agent; or

(ii) Data Exchange. File transmission method using a Customer designated third-party data processor. Customer shall also provide Bank any supporting documentation, as required by Bank, from Customer's Data Exchange, including User ID's or other reporting designations.

b. Customer shall advise Bank of the Account(s) to be reported including Account reporting description(s), if any.

5. **Hardware and Software.** Bank shall provide Customer with the specifications for any hardware and Software, which Bank has determined to be compatible with the Service. Customer shall be responsible for acquiring the required hardware and/or Software and installing and maintaining it in good working condition. If Customer chooses hardware and/or Software that differs from that recommended by Bank, Bank shall not be liable to Customer for any malfunction, non-function, inaccuracy or other failure of the Service to operate as expected. If Bank provides Customer with Software to access the Service, Customer will have a non-exclusive, non-transferable sublicense to use the Software, and by using the Software, Customer agrees to comply with Bank's Sublicensed

Software Service Terms and Conditions. Upon termination of the sublicense, Customer's rights to use the Software will terminate immediately without notice.

6. Description, Accuracy and Timeliness of Information. Bank will use reasonable efforts to provide the information requested through the Service in a prompt fashion, but shall not be liable for temporary failure to provide timely information due to Equipment or processing system malfunction. In such event, Customer shall be responsible for carrying out banking business through alternative delivery channels. Bank shall not be liable for any inaccurate or incomplete information with respect to transactions that have not been completely processed or posted to Bank's operating system prior to being made available pursuant to the Service. Information with respect to all transactions, accessible through the Service, is provided solely for Customer's convenience, and Customer shall have no recourse to Bank as to the use of such information. ABR information reporting is generally available by 7:00 a.m. Eastern Standard Time each Business Day.

7. Accounts at Other Financial Institutions for Multibank. Customer authorizes any other financial institutions at which Customer maintains accounts, which Customer has designated as covered by the Service, to release all of such Account information to Bank for multibank delivery via the Service. Bank shall not be liable to Customer for providing the Service if the other financial institution fails to provide such account information in a timely fashion to Bank.

8. Agents. Bank from time to time may use any third party or agent to receive or deliver Customer's ABR information or to perform any other Service of Bank hereunder. If necessary, Bank will provide Customer with all necessary instructions for contacting such third party or agent. Bank's use of such a third party or agent shall not relieve Bank of its obligations hereunder.

CASH VAULT SERVICE TERMS AND CONDITIONS

1. Scope of Service. The purpose of this Service is to provide Customer with secure, accurate, and efficient processing of Customer's coin, currency, and check deposits to Bank and the preparation of Customer coin and currency shipment requests.

2. Access to Bank's Coin and Cash Ordering System and Security.

a. Bank's Service Provider will regulate access to the Service through the use of a User ID and Password selected by Bank and provided to Customer. Customer understands and acknowledges that anyone with knowledge of Customer's User IDs and Passwords will be able to access the Service. Customer is responsible for any access to the Service through the use of the User ID and Password

b. Customer will control access to the Service in accordance with its own predetermined company policy and procedures. Customer shall designate individuals authorized to access the Service, and access to the Service will be provided as described in the Specifications. It is the Customer's responsibility to establish internal policy and procedures to safeguard against unauthorized use.

3. Deposits.

a. Customer shall supply and maintain disposable plastic bags used for deposits. Plastic bags shall be sealed according to manufacturers' instructions. Customer will prepare deposits in good order as follows:

- (i) Currency and checks will be batched by a deposit ticket

fully completed by Customer;

- (ii) Currency will be banded with 100 notes of the same denomination whenever possible;

- (iii) Deposits will be delivered by Customer's certified armored courier to the secured facility specified by Bank; and

- (iv) To receive same day credit, deposits must be made prior to the Cut-off Time established by Bank from time-to-time. Any deposits received by Bank after its Cut-off Time may be considered to have been received on the next Business Day.

b. Bank will process Customer's deposits on Business Days as follows:

- (i) Deposits will be receipted and conditional credit assigned (subject to verification) based on the amount identified on the deposit ticket, and in accordance with the terms of Customer's Accounts;

- (ii) Deposits that do not contain legible "said to contain" deposit amounts on the deposit ticket are subject to delayed ledger credit of one Business Day;

- (iii) Deposits that do not contain a deposit slip are subject to immediate rejection and return by Bank to Customer or if accepted by request of the Customer, the count performed by Bank will stand as final verification of the deposit;

- (iv) Coin and currency will be counted and Bank's count will be the valid and controlling count;

- (v) Bank will notify Customer promptly, by method defined in the Specifications, of any deposit for which Bank's count varies from Customer's count by an amount agreed to by Bank and Customer (referred to as the "Count Exception Amount" and stated in the Specifications);

- (vi) If Bank's count varies from Customer's count, a credit or debit adjustment will be made to the Account for the difference, and upon request, Bank will provide Customer with any available information, which may assist Customer in the reconciliation of the difference;

- (vii) Crediting and availability of all check deposits is subject to the terms of Customer's Account Agreements; and

- (viii) Customer shall be responsible for any foreign coin or currency items, slugs, tokens, counterfeit items, or other items that are not valid U.S. coin or currency.

c. Customer may deposit coin and currency of the United States only, and shall not deposit coin or currency of any other country. Customer may deposit checks drawn in United States currency on financial institutions located in the U.S. only, and shall not deposit any other checks.

4. Withdrawals. Customer may order currency and coin from Bank through the Service Provider hosted coin and cash website, or by phone as follows:

- a. Currency may be ordered in standard full strap quantities.

- b. Coin may be ordered in standard box quantities.

- c. A charge for the face value of the monies ordered will be made to the Account on the Business Day the order is processed by Bank.

- d. Orders for coin and currency may be placed no later than 11:00 a.m., Central Time, or such time that Bank designates from time-to-time, for delivery on the next Business Day.

e. Bank must be notified of any discrepancies pertaining to currency or coin orders within one Business Day of receipt by Customer of such currency or coin. Customer must provide documentation to back-up shortages, such as returning the strap, coin, wrapper and/or box. In no event will Customer provide notice of any discrepancy more than 45 days after the receipt of the orders which is the subject of the notice.

5. **Courier Service.** Any courier service utilized to deliver or secure coin, currency or other property to or from Bank will act as the agent of Customer and not of Bank. Customer will bear the entire risk of loss of coin, currency or other property of Customer when in the custody or control of Customer's courier service. Customer represents and warrants to Bank that all insurance coverage of its couriers will name Customer as beneficiary.

6. **Representations.** Customer represents and warrants to Bank that (a) all funds deposited with Bank will be the proceeds of, and all funds ordered and withdrawn from Bank will be intended for use in, Customer's lawful activities and (b) all of Customer's transactions hereunder will be conducted solely on Customer's behalf and not on behalf of any other person or entity.

7. **Regulatory Compliance.** Customer shall provide Bank, immediately upon request, with any information, and otherwise shall cooperate with Bank in every way, necessary in order to enable Bank to fulfill its obligations with respect to the reporting of transactions in coin and currency or any other regulatory requirement.

8. **Cooperation.** Customer shall cooperate with and provide assistance to Bank in order to investigate any discrepancy, loss, or other matter relating to the Service.

9. **Service Providers.** Bank from time-to-time may use any Service Providers to receive Customer's deposits, to deliver Customer's coin and currency orders, or to perform any other services of Bank hereunder. Bank will provide Customer with all necessary instructions for contact with its Service Provider. Bank's use of such a third party or agent shall not relieve Bank of its obligations hereunder.

CD-ROM CHECK IMAGING SERVICE TERMS AND CONDITIONS

1. **Scope of Service.** Bank's CD-ROM Check Imaging Service provides Customer with paid Check, Bank Statement and other paper-based transaction images captured on CD-ROM. Customer shall advise Bank in the Specifications which Account or Accounts will be covered by the Service and which Accounts will be grouped or "burned" separately. Customer will also indicate burn cycle and any special statement cut-off periods for designated Accounts.

2. **Definitions.** The following terms have the meanings ascribed to them below as used in these Service Terms and Conditions:

a. **"CD-ROM Media"** means a compact disc, read-only-memory or "Media" which Bank has designated as being covered by the Services described herein.

b. **"Image"** means a visual representation of Customer's Bank Statement, paid Check or item, which Bank has created, copied and stored in electronic form and that Bank has designated as being covered by the Service described herein as "CD-ROM Check Imaging".

c. **"Imaging"** means the capture, storage, configuration, and display of images, which Bank has designated as being covered

by the Services, described herein.

d. **"CheckManager Plus™"** means viewing Software which Bank has designated and issued in order to obtain Bank's CD-ROM Check Imaging Services.

3. **Access and Security Procedures.** Customer will control access to the Service in accordance with its own predetermined company policy and procedures. Customer shall designate Authorized Representatives, and access to the Services will be provided, as described in the Specifications, through the use of CheckManager Plus™ Software. It is the Customer's responsibility to establish internal policies and procedures to safeguard against unauthorized use. Customer represents and warrants that each individual designated by Customer as an Authorized Representative is authorized to act on behalf of Customer, and that Bank may rely on the acts of any Authorized Representative as the binding acts of Customer.

4. **Hardware and Software.** Bank shall provide Customer with the specifications for any Software and Equipment, which Bank has determined to be compatible with the Services. Customer shall be responsible for acquiring, installing and maintaining the required Equipment in good working condition. If Customer chooses Equipment that differs from that recommended by Bank, Bank shall not be liable to Customer for any malfunction, non-function, inaccuracy or other failure of the Services to operate as expected. Bank is providing Customer with CheckManager Plus™ Software to access the Services. Customer will have a non-exclusive, non-transferable sublicense to use the Software, and by using the Software, Customer agrees to comply with Bank's Sublicensed Software Services Terms and Conditions. Upon termination of the Services or sublicense, Customer's rights to use the Software will terminate immediately without notice and all Software as well as accompanying documentation shall be returned to Bank as mandated in the Sublicensed Software Services Terms and Conditions.

5. **Accuracy and Timeliness of CD-ROM Media.**

a. Bank will use reasonable efforts to provide the Media requested through the Service in a prompt fashion, but shall not be liable for temporary failure to provide timely delivery of such Images or CD-ROM Media. In such event, Customer shall be responsible for carrying out banking business through alternative delivery channels. CD-ROM Images with respect to all transactions are provided solely for Customer's convenience, and Customer shall have no recourse to Bank as to use of such information.

b. Bank will use reasonable efforts to accurately store and image Customer paid Checks, Bank Statements or other paper-based transactions, but shall not be liable for occasional poor image quality due to circumstances beyond Bank's reasonable control or due to Customer procured Check stock.

FOREIGN CURRENCY ACCOUNT SERVICE TERMS AND CONDITIONS

1. **Scope of Service.** For the Foreign Currency Account Service, Customer will use iBusinessBanking™ to open one or more Foreign Currency Accounts to hold Foreign Currency and to execute Account Transactions. Customer must subscribe to the iBusinessBanking™ Service and the Wire Transfer Service in order to use this Service.

2. **Definitions.** The following terms have the meanings ascribed to them below as used in these Service Terms and

Conditions:

a. **"Account Transaction"** means a payment, transfer or receipt of funds in a Foreign Currency or any other transaction, including an order to buy or sell Foreign Currency, resulting in a Debit or Credit accounting Entry in a Foreign Currency Account. ACH Debit Entries will not be permitted. Account Transactions may be effectuated by Bank or one of its Affiliates through an omnibus account in the name of Bank or one of its Affiliates maintained by the Foreign Account Holding Bank.

b. **"Applicable Law(s)"** means all applicable laws, rules and regulations, enactments, regulations, regulatory policies, guidelines, industry codes, regulatory permits and licenses which are in force from time to time during the term of these Service Terms and Conditions.

c. **"Foreign Account-Holding Bank"** means the banking institution under contract with Bank or one of its Affiliates which holds Foreign Currency in Bank's or one of its Affiliate's name.

d. **"Foreign Currency Account"** means an Account in Customer's name denominated in a single Foreign Currency.

e. **"Sales Tax"** means any sales, purchase or turnover tax as may be applicable in any relevant jurisdiction, including value added tax.

f. **"Security Interest"** means any mortgage, pledge, lien, charge, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security.

g. **"Taxes"** means all domestic and foreign, federal, state, county or local income taxes including withholding taxes, backup withholding taxes, value added taxes, Sales Taxes, occupational, excise, gross receipts, personal property, stamp, documentary, privilege or license taxes, charges or similar levies and any interest and penalties thereon, but not including taxes imposed upon the Foreign Account-Holding Bank with respect to its overall net income.

3. **Account Opening.** Customer may open one or more Foreign Currency Accounts to hold Foreign Currency via iBusinessBanking™ by applying for such Account and designating the Foreign Currency for such Foreign Currency Account.

a. Customer will deposit only its own funds in any Foreign Currency Account and will not engage in any transactional activity relating to the Foreign Currency Accounts on behalf of a third party.

b. Customer understands that there is an element of risk associated with a Foreign Currency Account because the U.S. Dollar value of the Foreign Currency will fluctuate and may be worth more or less than the original amount deposited. All Foreign Currency is subject to the foreign country or foreign jurisdiction issuing that Foreign Currency to change the value of its currency.

4. **Withdrawals and Deposits.** Withdrawals and deposits from the Foreign Currency Account may only be made in the Foreign Currency of that Account. Customer may execute Account Transactions via iBusinessFX or through the Banks International Services Group.

5. **No Security.** Except with the prior written consent of Bank, Customer shall: not permit any third party to create any Security Interest or other interest or claim, in or on any part of the balance of a Foreign Currency Account, the debt represented by them or the Foreign Currency Account; and not sell, assign

or otherwise dispose of all or any part of the balance of a Foreign Currency Account, the debt represented by it or the Foreign Currency Account.

6. **Ownership of Funds.**

a. **Customer understands and acknowledges that it shall have no proprietary interest in any amounts deposited with the Foreign Account-Holding Bank in a Foreign Currency Account.**

b. Customer may only execute Account Transactions through Bank and may only claim funds through Bank.

7. **No Relationship between the Foreign Account-Holding Bank and Customer.**

a. These Service Terms and Conditions shall not create any relationship, contractual or otherwise, between the Foreign Account-Holding Bank and Customer.

b. The Foreign Account-Holding Bank is operating as a provider of banking services to Bank or one of its Affiliates. The Foreign Account-Holding Bank is not providing any services, including any banking services, to Customer.

c. The Foreign Account-Holding Bank shall not contact Customer in connection with the Services. The Foreign Account-Holding Bank shall not be entitled or required to act on any instructions or communications received directly from Customer.

d. The Foreign Account-Holding Bank may refuse to provide services in respect of Customer and/or Bank (or one of its Affiliates) where this would constitute a breach of Applicable Laws or, in the Foreign Account-Holding Bank's reasonable opinion, be likely to damage its reputation.

8. **Contractual Currency.** Should Customer receive or recover, whether pursuant to these Service Terms and Conditions or a judicial proceeding, currency that is different from the Foreign Currency required under these Service Terms and Conditions, such receipt or recovery shall discharge the obligation of Bank to deliver the currency required by these Service Terms and Conditions to the extent that Customer is able, in the ordinary course of business, to use such currency to purchase at the prevailing exchange rate the amount of Foreign Currency that Bank was obligated to deliver under these Service Terms and Conditions. To the extent that the currency received will purchase a lesser amount of Foreign Currency than required under these Service Terms and Conditions, then Bank shall pay Customer the difference. To the extent that the currency received will purchase a greater amount of Foreign Currency than required under these Service Terms and Conditions, then Customer shall pay Bank the difference.

9. **Customer Representations.** Customer represents and warrants with respect to the Foreign Currency Account that (a) Customer is duly authorized to open and maintain a Foreign Currency Account in the Foreign Currency that Customer has designated for such Account and will perform Customer's obligations under these Service Terms and Conditions; (b) neither such Foreign Currency Account nor any obligations under these Service Terms and Conditions violates or conflicts with any Applicable Laws, any of Customer's governing documents, or any contractual agreement binding on Customer; (c) all governmental or other consents that may be required have been obtained and are in full force and effect; (d) Customer's obligations under these Service Terms and Conditions are legally binding and enforceable except as may be affected by general principles of equity and bankruptcy and similar laws affecting the enforcement of creditor's rights

generally; (e) Customer acknowledges that the dealings between Customer and Bank are at arm's length and Bank is not Customer's agent, broker, advisor or fiduciary in any respect, even if Bank or an Affiliate might with respect to other transactions be an agent, broker, advisor or fiduciary; (f) Customer has relied and will rely solely upon Customer's own evaluation of maintaining the Foreign Currency Account and the Foreign Currency designated for such Account, including the present and future results, consequences, risks, and benefits thereof, whether financial, accounting, tax, legal or otherwise, and upon advice of Customer's own professional advisors; (g) Customer understands the risks associated with maintaining a Foreign Currency Account in the designated Foreign Currency and has determined that such risks are appropriate for Customer and Customer willingly assumes such risks; (h) Customer has not relied, and will not rely, upon any evaluation or advice (including any recommendation, opinion, or representation) from Bank or Bank's Affiliates, or their representatives or advisors; (i) Customer is an "eligible contract participant" within the meaning of the Commodity Exchange Act, as amended, on each day the Foreign Currency Account is maintained by Customer; and (j) Customer understands that exchange rates for Foreign Currencies are highly volatile and impossible to predict and that the value of a Foreign Currency can rise and fall substantially over short periods of time.

10. Taxes.

a. All fees, interest, charges and other amounts are stated exclusive of any Taxes. Customer will be responsible for and will indemnify Bank for the payment and reporting of any Taxes imposed on Customer by any governmental body in connection with a Foreign Currency Account (including but not limited to any withholding tax), except for Taxes in respect of the net income of Bank. If any Taxes become payable with respect to any payment due to Customer, the amount of any such Taxes shall be withheld from such payment and paid over to the appropriate tax authority by Bank in accordance with Applicable Laws. To the extent that Customer must withhold any Taxes from any payment of interest, fee or other amount payable to Bank, such Taxes shall be borne by Customer (and Customer shall forward the original receipt acknowledging payment of such Taxes to Bank and the payment to Bank hereunder shall be increased so that the net amount received by Bank is equal to the sum which Bank would have received had no such Taxes been due.

b. Customer is responsible for providing to Bank valid tax documentation as required by the tax authority of each jurisdiction where such documentation is required, and Customer will be responsible for the accuracy and completeness of such documentation.

11. **Indemnities.** Customer shall on demand indemnify Bank and its Affiliates and keep Bank and its Affiliates indemnified from and against any present or future losses, liabilities, Taxes, costs, damages, fines, penalties, judgments or expenses (including reasonable legal costs and expenses) of any kind or nature relating to: (a) any claim, action or demand (including a claim, action or demand founded in negligence) brought by a third party against Bank or any Affiliate of Bank in connection with or in any way related to these Service Terms and Conditions or any Account Transaction; or (b) any breach of these Service Terms and Conditions; except to the extent caused by Bank's gross negligence or willful misconduct. All indemnification payments will be made free and clear of, and without deduction for, any present or future Taxes, withholdings or other deductions whatsoever and any interest and penalties thereon. Within 30 days after the date of payment of any such Taxes,

Customer shall furnish to Bank the original or a certified copy of a receipt evidencing such payment.

12. **Fees, Charges and Set Off.** The Foreign Currency Account is subject to any fees and charges applicable to Foreign Currency Accounts and Foreign Currency Funds Transfers in addition to those fees and charges applicable to Accounts and Funds Transfers in general. Such fees and charges may be included in a separate fee schedule. Should the funds in the Foreign Currency Account be used to pay any fees or charges or as a set off of an amount owed Bank or an Affiliate, then Bank shall convert sufficient funds in the Foreign Currency Account to U.S. Dollars at the exchange rate in effect at the time of such payment or set off to cover the amount of such fees, charges or set off. Minimum balances apply, as provided in the Fee Schedule.

FULL ACCOUNT RECONCILIATION SERVICE TERMS AND CONDITIONS

1. **Scope of Service.** The purpose of the Service is to permit Customer to reconcile and manage debit activity in its Accounts on the basis of an Electronic Issue File provided by Customer. Use of the Service does not affect Customer's obligation under the Account Agreement to discover and report unauthorized signatures, alterations or endorsements of Checks and does not increase Bank's duty with respect to Accounts or payment of Checks.

2. **Definitions.** The following terms have the meanings ascribed to them below as used in this Service Terms and Conditions:

a. **"Electronic Issue File"** means a Customer prepared, transmitted file of Checks issued against Customer's Account at Bank for purposes of performing Full Account Reconciliation.

b. **"Outstanding Items List"** means a Bank standard report summary in electronic form provided at the end of the Reconciliation Period listing outstanding Checks in serial number order.

c. **"Paid Items List"** means a Bank standard report summary listing the reconciliation of Customer Account reflecting Check serial number, dollar amount, and date paid.

d. **"Reconciliation Period"** means the accounting period that Customer has designated as being covered by the Service described herein.

3. **Authorized Representatives.** Customer shall provide Bank with a list of the names of Authorized Representatives on the Specifications. Customer represents and warrants that each individual on the current list of Authorized Representatives designated by Customer is authorized to act on behalf of Customer and that Bank may rely on the acts of any such Authorized Representatives as the binding acts of Customer.

4. **Full Account Reconciliation.** Bank will perform the Full Account Reconciliation Service for the Account designated by Customer upon receipt of Customer's Electronic Issue File at the end of the Reconciliation Period. Bank will provide a Paid Items List and an Outstanding Items List in electronic format within 7 Business Days following the end of the Reconciliation Period or within a reasonable time frame agreed to by Bank and Customer. The Paid Items List will be provided as an electronic report unless otherwise requested.

5. **Transmission and Input of Electronic Issue File Information.** On any day, whether or not a Business Day, on which Customer issues any Check or other debit item (collectively, "Check") drawn on the Account, Customer shall

prepare and electronically transmit to Bank, prior to the Cut-off, on a Business Day, information identifying each Check issued, as Bank may require from time-to-time, including, but not limited to the Account number, serial number, issue date and dollar amount ("Check Information"). If Customer is unable to electronically transmit any Check Information on the day of such issue, Customer shall electronically transmit such Check Information to Bank on the next Business Day. Bank shall input all Check Information received from Customer into Bank's account reconciliation system.

6. Accuracy and Timeliness of Information.

a. Bank will use reasonable efforts to provide the Paid Items List requested through the Service in a prompt fashion but shall not be liable for temporary failure to provide timely information. In such event, Customer shall be responsible for carrying out banking business through alternative delivery channels.

b. Customer will notify Bank of non-receipt of the Paid Items List no later than 3 Business Days after the designated Reconciliation Period.

7. **Discrepancy.** Customer shall review the Paid Items List and the Outstanding Items List promptly to insure accuracy, and completeness of the information. Customer shall notify Bank within 14 Business Days after receipt of any discrepancy. If Customer fails to notify Bank within 14 Business Days after receipt of the Paid Items List that any information on the Paid Items List is inaccurate, incomplete, unclear, unreadable, or otherwise unacceptable, Customer shall be deemed to have accepted the Paid Items List and Outstanding Items List and to have waived (a) any and all objections including, but not limited to, objections concerning its accuracy, completeness, clarity, readability or quality, and (b) the right to bring any action or raise any claim against Bank based on any such objection. Bank shall not be liable for any loss, including loss of interest, resulting from Customer's failure to give such notice, and Customer shall be precluded from asserting such discrepancy against Bank.

8. Stopping Payment or Voiding a Serial Number.

a. If Customer desires to stop payment on an issued Check, Customer must issue a stop-payment order with respect to such Check in accordance with Bank's usual stop-payment procedures. Service fees will apply to Checks returned in accordance with such stop payment procedures.

b. If Customer desires to void a Check serial number or range of Check serial numbers not yet issued, Customer must deliver to Bank a void file in a method or format mutually agreed upon by Customer and Bank.

iBUSINESSBANKING™ SERVICE TERMS AND CONDITIONS

Scope of Service. The purpose of the iBusinessBanking™ Service is to provide online banking access to Customer for the purposes of viewing, monitoring and transferring Available Funds in Customer's Accounts.

1. iBusinessBanking™ consists of an online banking website that provides a complete array of financial services to business customers. Bank may add or remove certain features and/or functionality available from time-to-time at Bank's sole discretion. Customer may use the Service 7 days a week, 24 hours a day, although some or all features may occasionally be unavailable due to emergencies or scheduled system maintenance.

As discussed further below, the functions that are accessible by

Bank's business customers over the Internet include:

- Balance Reporting Inquiries
- Detailed Transaction History
- File Download
- Internal Account-to-Account Transfers
- View Loan Balances
- Payments to Bank's Loan Accounts
- Electronic Copies of Account Statements
- Stop Payment

Additional **Treasury Management Services** that are also subject to the Master Agreement and the applicable Service Terms and Conditions and Specifications and are accessible through the iBusinessBanking™ website include:

- Account Reconciliation
- Positive Pay/Reverse Positive Pay
- ACH Origination
- iBusiness Lockbox
- Wire Transfers
- Deposit Reconciliation

2. **Processing Requirements.** The following requirements apply to the Service:

- a. Customer must have an Account with Bank.
- b. Customer must have a computer and Internet browser that will support at least 128 bit encryption.
- c. Customer will need Internet access through an Internet Service Provider (ISP).
- d. Customer will need a printer and/or other storage device such as a hard drive for downloading information or printing disclosures.
- e. Customer will be required to have an external e-mail address for the delivery of electronic notices and disclosures.

If Bank revises its Equipment and Software requirements, and, if there is a material chance that the changes may impact Customer's ability to access the Service, Bank will provide Customer advance notice of these changes and provide Customer an opportunity to cancel this Service and/or change Customer's method of receiving Electronic Transmissions.

3. **Deposit Reconciliation.** The deposit reconciliation Service enables customers with multiple locations to make deposits into one Account, with a feature enabling a unique location (serial) number for each location to be referenced on a deposit slip and Bank Statement. Only deposits are reconciled and a list of all deposits posted is grouped and totaled by the location (serial) number. There are two types of Deposit Reconciliation Reporting in iBusinessBanking™: Activity and Statement. Deposit Reconciliation Activity provides Customer users with on-demand access to deposit activity for account(s) during a specified period. Deposit Reconciliation Statements provide an account balance summary and deposit items with (and without) a location (serial) number.

4. **Deposit Escrow Sub Accounting.** DESA provides Customer, as a Qualified Intermediary for delayed 1031 Exchange Transactions, with the ability to open Accounts with Sub Accounts thereunder at Bank for the purpose of facilitating such exchange transactions as agent for its respective Exchangers, for which Bank will act as depository and provide

balance, earnings and transaction accounting.

a. **Definitions.** The following terms have the meanings ascribed to them below as used in these Service Terms and Conditions:

"1031 Exchange Transaction" is a sale and purchase of real property intended to qualify as a like-kind exchange within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulation thereunder.

"DESA" means Deposit Escrow Sub Accounting., the Service provided by Bank hereunder.

"Exchanger" is a client of Customer who has received or is about to receive an offer from a person or entity for the acquisition of real property to be relinquished in a 1031 Exchange Transaction for other real property.

"Exchange Funds" are the net amount of legal tender of the United States Customer deposits in a Sub Account pursuant to an agreement with an Exchanger from the proceeds of the Exchanger's transfer of relinquished property in a 1031 Exchange Transaction.

"Master Account" is the main account for the business; usually an operating account.

"Sub Account" is a segregated Account for the deposit of Exchange Funds for each Exchanger.

b. **Accounts.** Customer shall open one or more Accounts to act as "master" Accounts and, as agent for each Exchanger, an individual Sub-Account thereunder for the deposit of Exchange Funds. Such Accounts may be opened by written instruction to Bank:

delivered via mail or Electronic Transmission, or
via a DESA function enabled in iBusinessBanking™.

At no time shall Customer or Bank have beneficial ownership of any Exchange Funds held in the Accounts and the funds in the Accounts shall at no time be used, directly or indirectly, as security for a loan to Customer by Bank, and, notwithstanding any contrary provision of the Master Agreement or Account Agreement, shall not be subject to any right (including, without limitation, the right of set off), charge, security interest, lien or claim of any kind in favor of Bank or any person claiming through Bank.

Customer will maintain, in good faith and in the regular course of business, books and records reflecting the individual names, addresses and social security numbers of Exchangers as they relate to the Exchange Funds held in the Sub Accounts. Customer will provide a list upon request by Bank or its regulators.

Customer shall have sole responsibility for distribution of all materials, statements, and disclosures to Exchangers, as required by applicable laws and regulation. Customer shall provide Exchangers with periodic Sub Account statements.

c. **Bank Rights and Obligations.**

(i) **Account Obligations.**

1. Bank will take instructions as to the deposit, investment and dispensation of Exchange Funds solely from Customer.
2. Bank will take the actions required by applicable so that Sub Accounts will be FDIC-insured on a pass-through basis.
3. Bank will provide accounting and reconciliations to Customer on Sub Account balances, earnings and transactions in such reports and at such intervals as elected

by Customer in the Specifications.

(ii) **Interest.** Bank will pay interest as agreed to by the parties based on Account balances and disburse earnings to Sub Accounts as provided in the Specifications. The interest on the Accounts shall be calculated using the daily collected balance method. The method applies a daily periodic rate to the amount on deposit in the Accounts each day. Interest on the Accounts shall be computed on a 365-day basis and credited to the Accounts on the last day of each monthly statement cycle and upon termination of the Service.

d. **Representations and Warranties of Customer.** Customer represents, warrants and covenants to Bank as follows:

- (i) Customer is a Qualified Intermediary, as defined under Section 1031 of the Internal Revenue Code of 1986, as amended, duly organized, validity existing and in good standing under the laws of the state of its organization.
- (ii) For each Sub Account, Customer is a party to a Qualified Intermediary Exchange Agreement, or similar agreement as contemplated by applicable laws, under which it has authority to open the Sub Accounts, deposit Exchange Funds and provide instructions to Bank as to the investment and dispensation of such funds. Customer will at all times comply with the provisions of such agreement in connection with its use of the Service.

(iii) Customer shall comply with any federal tax reporting requirements applicable in connection with the Account.

(iv) Customer shall comply with all federal and state laws and regulations applicable to its performance hereunder as agent on behalf of its Exchangers, including, but not limited to, (i) the US PATRIOT Act and any other applicable anti-money laundering laws and regulations, including the 'Know Your Customer' and 'Customer Identification Programs' provisions of the USA PATRIOT Act, and (ii) all applicable sanctions and regulations of the Office of Foreign Assets Control of the U.S. Treasury.

e. **Indemnification.** In addition to the indemnification provided in the Master Agreement, Customer agrees to indemnify and hold harmless Bank and each of its officers, directors, agents, employees and affiliates ("Bank Indemnified Parties") from and against any and all losses, claims, damages or liabilities, penalties or deficient deposit reserves, including (i) all suits, actions, proceedings, demands, assessments, judgments, costs, reasonable attorneys' fees and expenses incident to any of the foregoing matters, and (ii) those reasonable costs, charges and expenses (including any reasonable expenses resulting from any investigation or inquiry) with respect to the participation of officers and employees of Bank in defense thereof, to which Bank Indemnified Parties may become subject, that result from any third party claim or action threatened or brought against the Bank Indemnified Parties (A) arising out of Bank's good faith compliance with any written direction or instruction communicated by Customer in connection with the Service, including any order of withdrawal from any Sub Account, provided that there is no manifest error; or (B) arising out of any material misrepresentation or any material breach of representation or warranty by Customer.

5. **Registration Process.** The Service requires completion of an initial registration process. Bank's Treasury Management Department will verify Customer's identity and ownership for the Account(s) to be linked to the Service and the information Customer submitted for accuracy and authorization. Customer

will be notified when the Service will be activated.

6. Online Security and Security Procedures.

a. **Security.** Bank will regulate access to the Service through the use of Security Procedures. Customer acknowledges that any individual with knowledge of the Security Procedures will be able to access the Service. Customer shall not disclose any Security Device except to Authorized Representatives. Customer assumes all risk of disclosure or unauthorized use of Security Devices by any party.

b. **Security Administrator and Authorized Representatives.** The Security Administrator named in the Specifications or otherwise named for the Service will appoint Authorized Representatives to act on behalf of Customer in the delivery of the Service unless the Specifications provide for Customer to name its Authorized Representatives. Authorized Representatives may act on behalf of Customer for a particular Service in accordance with the relevant document(s) establishing the Authorized Representatives' responsibilities. Customer assumes any and all liability arising from the use or misuse of the Service or Accounts by Authorized Representatives. Customer may revoke the authority of, or change the Security Administrator or name a co-Security Administrator at any time, upon prior written notice to Bank and execution of additional documentation required by Bank. Such change or revocation shall not be binding upon Bank until it has received the required written notice and has had a reasonable opportunity to act thereon.

c. **Internet Security and Privacy Information.** Bank understands how important privacy is to its customers. Bank has taken steps to ensure the security and privacy of Customer's personal and financial dealings with Bank. Bank uses Transport Layer Security (TLS) encryption technology for everything Customer does while using iBusinessBanking™. TLS is a cryptographic protocol that ensures privacy and data integrity between communicating applications and their users on the Internet. When a server and client communicate, TLS ensures that no third party may eavesdrop or tamper with any message. The Service utilizes a comprehensive security strategy to protect Customer's accounts and transactions conducted over the Internet. Customer's browser automatically activates this technology when it attempts to connect to Bank's system. What this means to Customer is that Customer's communications are scrambled from Customer's browser to Bank's servers at all times to reduce the likelihood that an unauthorized person can read the information as it is carried over the Internet. Whenever TLS is securing Customer's communications, the browser will typically indicate the session is secure by displaying a small icon of a "locked" padlock in the web address bar. Notwithstanding the foregoing, the type of encryption technology used by Bank is subject to change as advances to encryption technology are implemented by Bank.

d. **Protecting Customer's Online Account(s).** Bank uses multi-level authentication to help prevent unauthorized access to Customer's Accounts. Multi-level authentication can help prevent access by someone who may have stolen Customer's login credentials.

(i) **User IDs and Passwords.** Bank will assign Customer a User ID. The iBusinessBanking™ Service will allow the Security Administrator to establish individual User IDs, Passwords, and privileges for each Authorized Representative. Transaction history is maintained for each User ID. If Passwords are forgotten, the iBusinessBanking™ Service will present additional security authentication. If an Authorized Representative wishes to reset his/her Password,

he/she may do so by passing additional security authentication.

Bank may disable a Customer's access even without receiving notice from Customer if Bank suspects that login credentials are being used in an unauthorized or fraudulent manner.

(ii) **Tokens.** Bank also requires use of a one-time access code generated by Customer's Tokens for certain Services. The generated code can only be used once to provide an authentication. A different code will be generated by the Token each time it is used. Bank will issue a designated number of Tokens to Customer for Customer's Security Administrator to assign to Authorized Representatives.

Customer and Customer's Authorized Representatives are responsible for the security of the Tokens issued by Bank. Customer is responsible for tracking Tokens issued to Authorized Representatives. In particular, Customer must confirm that the Tokens are kept safe and secure, are in Customer's possession and/or the possession of Customer's Authorized Representatives at all times and that Authorized Representatives do not share Tokens or permit them to be copied, reverse engineered or otherwise tampered with. Further, Customer and Customer's Authorized Representatives must not use the Tokens other than for the purpose of identifying themselves to Bank in relation to iBusinessBanking™, and Customer may not transmit or otherwise send the Tokens to any other party.

If Customer suspects an impropriety on the part of an Authorized Representative in connection with use of a Token, or if an Authorized Representative with a Token is leaving Customer's employment, Customer must take immediate steps to ensure that the Authorized Representative is prevented from further access to iBusinessBanking™, including the recovery and destruction or reassignment of the Token issued to the relevant Authorized Representative in such manner as designated by Bank.

BANK WILL NOT BE LIABLE TO CUSTOMER OR TO THIRD PARTIES FOR ANY LOSS WHATSOEVER ARISING FROM UNAUTHORIZED USE OF TOKENS.

e. **Commercially Reasonable Security Procedures.** When Customer uses the Service, Customer acknowledges and agrees that the Service includes security procedures that are commercially reasonable. Customer shall notify Bank in the event that Customer's use of the Service would necessitate or be better served by a level of security that exceeds that offered by the Service. If Customer fails to notify Bank, Customer acknowledges and agrees that the Security Procedures are appropriate for Customer's needs and will provide Customer with a commercially reasonable degree of security against unauthorized use.

f. **Communications. Neither Bank nor its Service Providers will contact Customer via telephone or e-mail requesting personal information, the User ID or Password. If Customer is contacted by anyone requesting this information please contact Bank immediately.** Bank or its Service Providers may send notices and other communications, including e-mails, to the current address shown in Bank's records, whether or not that address includes a designation for delivery to the attention of any particular individual. In addition, Bank and/or its Service Providers will not be responsible or liable in any way if information is intercepted by an unauthorized person, either in transit or at Customer's place of business.

g. **Network Security.** Customer shall be solely responsible for the implementation of all commercially reasonable security procedures to control access to Customer's computer systems and to protect any data files stored thereon. Such procedures include but are not limited to anti-virus, physical, logical, and network security control systems and devices. Customer should use a firewall product especially if it has a broadband Internet connection such as DSL or cable modem. Customer's computer operating system and browser should be fully patched for critical security issues. It is recommended that Customer use the most current fully patched versions of Internet browsers for accessing the iBusinessBanking™ Service.

7. **Description, Accuracy and Timeliness of Information.** Bank will use reasonable efforts to provide the information requested through the Service in a prompt fashion but shall not be liable for temporary failure to provide timely information due to equipment or processing system malfunction. In such event, Customer shall be responsible for carrying out banking business through alternative delivery channels. Bank shall not be liable for any inaccurate or incomplete information with respect to transactions that have not been completely processed or posted to Bank's operating system prior to being made available pursuant to the Service. Information with respect to all transactions, accessible through the Service, is provided solely for Customer's convenience, and Customer shall have no recourse to Bank as to the use of such information.

8. **Funds Transfers.**

a. If funds transfer is selected by Customer, Customer authorizes Bank to transfer funds between any Accounts of Customer ("Internal Transfer") or from any Accounts of Customer to accounts at another financial institution, including electronic funds transfer by ACH when requested to do so in an instruction by Customer to Bank using the Service, collectively ("Funds Transfer"). Any such Funds Transfer shall be made by the Authorized Representative designated in the Specifications and shall not exceed any limit established by Bank and Customer from time-to-time.

b. Bank shall not be liable for failure to execute any Funds Transfer order for which Customer has not provided Bank with complete information or which would violate these Service Terms and Conditions, or any other agreement between Customer and Bank, including the Account Agreement.

c. Customer shall submit Funds Transfer orders to Bank prior to the daily Cut-off Time established by Bank from time-to-time. Any Funds Transfer order received by Bank after its daily Cut-off Time may be processed on the next Business Day. Customer assumes responsibility for verifying availability of funds at the time of Funds Transfer orders.

d. If more than one Funds Transfer is made at or about the same time and the Available Funds in the applicable Account do not cover all of such Funds Transfer orders, Bank at its option may execute as many of such Funds Transfer orders as possible within the dollar limits of such Available Funds in any order convenient to Bank

9. **Stop Payment Requests.** If Customer has chosen to use the Stop Payment feature of iBusinessBanking™, Customer agrees that stop payment orders or cancellations initiated using the Service will be handled as provided in the terms and conditions of the Account Agreement for any Account which Customer has chosen to be accessible through the Service. No written confirmation to Bank of stop payment orders or cancellations placed via the Service is necessary.

a. Before placing a stop payment order, Customer is

responsible for verifying nonpayment of the item during all prior Check information retention periods. Bank will verify nonpayment during the current Check information retention periods. Customer is responsible for verifying that stop payment orders and cancellations are entered correctly and Customer will be fully responsible for any loss caused by a misread Stop Payment order resulting from stop payment data being incorrectly entered.

b. Each Stop Payment Order will be in effect for 12 months. Customer acknowledges that (a) Bank shall not, and shall not be required to, notify Customer of the expiration of any order; (b) it is Customer's sole responsibility to keep track of the expiration dates of, and/or renew, all such orders; and (c) Stop Payment orders are subject to the rules of the Uniform Commercial Code. If Customer wishes to extend Customer's Stop Payment order beyond the expiration of Customer's initial request, Customer must contact Bank and follow Bank's procedures for renewing Stop Payment orders.

10. **Trademarks.** iBusinessBanking™ is a registered trademark of Wintrust Financial Corporation.

**iBUSINESSCAPTURE™ and iBUSINESSCAPTURE PRO™
SERVICE TERMS AND CONDITIONS**

1. **Scope of Service.** Bank offers the Service in order to enable Customer to convert original Checks to Check Images allowing electronic transmission to Bank, for deposit to the designated RDC Account. Bank hereby grants Customer the non-exclusive right to use the iBC Service and the advanced version of the Service, iBC Pro.

2. **Definitions.** The following terms have the meanings ascribed to them below as used in these Service Terms and Conditions:

a. **"Check"** means a draft, payable on demand and drawn on or payable through or at an office of a bank, whether or not negotiable, that is handled for forward collection, including a traveler's check; and does not include a non-cash item payable in a currency other than U.S. Dollars. Checks that are made payable to a third party and checks drawn on any of Customer's accounts, accounts maintained by Customer's affiliates, or accounts maintained by any individual or entity with an ownership or controlling interest in Customer, whether or not such accounts are maintained at Bank, must not be deposited through the Service. In addition, **Savings Bonds, Canadian or other foreign items, whether in U.S. Dollars or foreign currency, must not be deposited through the Service.**

b. **"Check Image"** means a digitized image of the front and back of a Check and associated information provided to Bank in lieu of the original Check from which such Check Image was obtained.

c. **"iBC"** or **"RDC"** means all information, web-based services, technological infrastructure, Equipment and installed Software, which allows Customer to submit Checks for deposit through the Internet.

d. **"RDC Account"** means the deposit account Customer indicates on the Specifications. If the Specifications list multiple Accounts, each is a RDC Account and **"RDC Accounts"** means those multiple deposit accounts.

3. **Customer's Responsibilities.**

a. **Check and Check Image Responsibilities.** Customer will submit Check Images to Bank in such format, and with such associated Check information, as Bank may specify from time-to-time. In using the Service, Customer will create an accurate

Check Image and associated MICR data using approved Equipment. The Check Image must contain all the information on the MICR line of the original Check at the time the original Check was issued.

Customer will place its endorsement on the back of each Check before scanning the item for deposit. **All original Checks must contain the endorsement "For remote deposit only, with Bank name."**

Checks made out to joint payees will not be deposited through the Service, and Bank will use its best efforts to treat any such Check as an Exception Item; provided, should such a Check be deposited, Bank reserves the right to debit the RDC Account for the amount of the Check. In any event, Customer shall indemnify and hold harmless Bank from and against any loss, damage, claim, or cost arising out of or related to improper endorsements on Checks with joint payees.

b. **Representations and Warranties.**

Customer represents and warrants, with respect to each Check Image submitted to Bank, that:

- (i) The Check is currently and was at the time of its creation, a bona fide and existing obligation of the drawer, free and clear of all security interests, liens, and claims whatsoever of third parties and is not now nor has it ever been declared in default;
- (ii) The documentation under which the Check is payable authorizes the payee to charge and collect monies owed;
- (iii) The Check Image accurately represents all of the information on the front and back of the Check, and all such information is legible on the Check Image; and
- (iv) The Check Image will not be duplicated and no person will receive presentment of the original Check, a substitute check based on the original Check, or a paper or electronic representation of the original Check or a substitute check, such that that person will be asked to make a payment based on a Check that has already been paid.

Customer also makes all other warranties to Bank that Bank must make in the process of collecting items under applicable laws.

Customer will maintain original Checks for a period of 60 days and allow Bank to review and inspect them during reasonable business hours. Checks are to be stored in a secure site under lock and key.

After the recommended retention period, Checks must be shredded and disposed of properly. Customer shall destroy and dispose of the Checks with a high degree of care, including selecting and implementing appropriate destruction and disposal procedures. Customer is required to implement such procedures to ensure that the Checks are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the Checks are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment).

c. **Other Responsibilities.** Customer also agrees to:

- (i) Train Customer's employees in the use of the Services;
- (ii) Install and implement any changes and upgrades to the Software and Equipment as required by Bank within 5 Business Days to ensure compliance with regulatory changes or developments, or to protect the integrity and security of

the Service;

- (iii) Inspect and verify the quality of Check Images and ensure that they are legible for all posting and clearing purposes; and
- (iv) Maintain fully qualified, properly trained and experienced administrative staff and employees sufficient to perform its obligations under these Service Terms and Conditions.

4. **Security Administrator and Security Procedures.**

Customer will appoint a Security Administrator for the Service in the Specifications. The Security Administrator will in turn appoint Authorized Representatives. The Service will be accessed through the use of a User ID and Password by Authorized Representatives.

5. **Equipment and Software.**

a. Bank will provide Customer with the Software and scanner Equipment necessary for Customer to make deposits through the Service. Customer shall retain no ownership rights in the Equipment provided by Bank or the Software and shall not modify or alter it in any way. Bank will provide installation and training support as reasonably required for implementation of the Software, and will provide maintenance and support for Software and Equipment as reasonably necessary to permit Customer's processing of Check Images through the Service. Such maintenance and support may include (i) corrections and work around, (ii) updates to the Service, and (iii) telephone support during normal business hours.

b. Customer understands, and agrees that it is Customer's sole responsibility to operate and maintain the Equipment in accordance with the instructions of the Equipment manufacturer. Customer assumes sole responsibility for any and all loss, damage or injury to the Equipment or arising from any failure of the Equipment. Customer will ensure the Equipment is clean and operating properly and that Check Images, when scanned, are legible for all posting and clearing purposes.

c. Bank will provide the Equipment and Software to Customer on an "as is, as available" basis and makes no warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

6. **Bank Obligations and Rights.**

a. Bank will process and deposit into the RDC Account, Checks submitted by Customer through the Service in accordance with its internal procedures and all state and federal laws during any Business Day, subject to the Cut-off Time. The Check Image must be clear and include all information required by the Federal Reserve System for processing and collection of items. Checks made payable to the Customer, or any reasonable derivation thereof are acceptable for deposit. Customer authorizes Bank to contract with Service Providers to carry out Bank's obligations under this Agreement.

b. Transmission of electronic deposits to Bank occurs after Customer indicates its acceptance of a properly performed scan of a batch or batches of Checks and "closes" all scans Customer desires to transmit for deposit. Any electronic deposit transmission received by Bank after the daily Cut-off Time shall be deemed to have been received by Bank at the opening of its next Business Day. Customer is responsible for the transmission of the deposit until the Check Image is available for viewing by Bank and Customer on the system and the system

acknowledges that the Check Image has been properly received. Upon receipt and validation by the Bank of a complete batch file of images, MICR data, and instructions, Bank is authorized to, at its option, create a substitute check, or process the images, MICR data and instructions electronically.

c. If a Check does not have the necessary information to be processed by Bank, then Bank will treat the Check as an Exception Item. Bank will not examine Checks to verify any data or dates. Bank will disregard any notation on a Check as though such notation did not appear thereon. Bank reserves the right to reject any single Check Image or batch of Check Images for any reason, before or after confirmation. If a Check is treated as an Exception Item, it will be forwarded by Bank to Customer, and not be deposited or otherwise reflected in the RDC Account.

d. Availability of deposits is based on Bank's normal availability schedule as in effect from time-to-time. Any credit that Bank gives with respect to a Check Image is provisional and subject to revocation if, for any reason, Bank does not receive payment for the Check Image. If a Check, or a Check Image or substitute check derived from a Check, is returned to Bank unpaid, then Bank will automatically reverse the credit given to the RDC Account for the Check Image and charge the RDC Account for any fees or charges relating to such return. In addition, Bank may debit the Account(s) for, and otherwise adjust any and all previous deposits of the amount of any Check (or its image) that is presented for deposit more than once. Bank does not attempt to isolate Checks bearing restrictive legends or endorsements (e.g. "final payment", "paid in full" or words of similar meaning). Customer hereby agrees that Bank does not assume any responsibility or liability for Bank's failure to discover or alert Customer of any such Checks. Bank may suspend immediately the processing of any electronic item if Bank has reason to believe that there has been a breach in the security of iBC, fraud involving Customer's RDC Account, or any uncertainty as to the authorization or accuracy of electronic items.

e. Bank will provide notification of Customer's transmission of Check Images in the form of an automated receipt at the time the deposit is transmitted.

7. Limitations on Use. Bank reserves the right to place limitations on the use of the Service, including, but not limited to, a limitation on the number of RDC Accounts accessed via the Service, limitations on the number of Checks, the maximum permissible dollar amount of any individual Check or the total dollar amount of Checks processed on any given day or other time period. The Specifications include the limitations on use for Customer.

8. Indemnification. In addition to the indemnification provided in the Master Agreement, Customer also agrees to reimburse and indemnify Bank for all losses, damages and expenses, including reasonable attorneys' fees, incurred in defending transactions involving invalid or fraudulent Checks or due to a substitute check being processed instead of the original Check. This indemnification shall survive the termination of these Service Terms and Conditions as to matters that occurred during its term.

9. Discrepancies and Investigations. In addition to the provisions contained in the Master Agreement regarding Customer's notification to Bank of errors or discrepancies, Customer agrees to provide Bank with any information it may reasonably request in connection therewith. Customer will also promptly supply all financial information, financial records, and documentation regarding the Checks that Bank may request. Customer will also cooperate in investigations regarding any unsuccessful or lost transmissions, will provide imaged

documents (or original Checks if available) to facilitate investigations within 2 Business Days of Bank's request and will resolve with Bank any issues regarding the same. Notwithstanding the foregoing, if Bank at any time discovers that the legal amount of the Check is different than the amount that has been credited to the RDC Account, Bank will make the necessary adjustment to the RDC Account to correct the discrepancy.

10. Infrastructure Audit and Site Visits.

a. Bank's right to audit Customer includes the right to audit Customer's technical and physical security and information technology infrastructure to assure compliance with the Treasury Management Agreement. Customer acknowledges that Bank also has the right to mandate specific security and internal controls of Customer's operations.

b. Bank will conduct a site visit of Customer's location(s) from time-to-time to assure that the RDC Equipment is properly used and protected, that original Checks are properly stored and that access to Customer's computer systems and any data files stored thereon is secured. A Business Site Visit Checklist will be completed at that time and Customer will cooperate with Bank to cure any deficiencies noted by Bank.

11. Security Incident. Customer will notify Bank immediately if there is a breach of security in connection with Customer use of RDC and will comply with the security incident provisions of the Master Agreement.

12. Contingency Procedures. In the event that Customer experiences technical difficulties in connection with the Service, please implement the following procedures:

For Equipment issues, call Bank at the number provided in Section 13 of the Master Agreement.

For Account issues, contact Bank as provided in Section 13 of the Master Agreement.

For computer, printer or Internet connectivity issues, contact your computer repair department, computer vendor or Internet provider as appropriate.

In the event that Check Images may not be transmitted through the Service for deposit into the RDC Account, please bring the original Checks in person to any one of the branch offices of Bank for deposit.

iBUSINESSCASH™ SERVICE TERMS AND CONDITIONS

1. Scope of Service. Bank's iBusinessCash Service provides Customer with a desktop application to manage and settle daily cash positioning and customize transaction classifications in order to minimize manual data entry.

2. Security Procedures. Customer will name Authorized Representatives in the Specifications who will access and control the Service through Security Devices.

3. Process. The Service will pull Customer's prior day's list of transactions in Accounts from Bank's core processor into an application for use by Customer's Authorized Representatives to classify, filter and analyze. The information will be available online each Business Day by 5:00 a.m. in the form of a Cash Position Microsoft® Excel® file, with PDF generation functionality.

a. Authorized Representatives will create rules online to classify and sort transactions for the purposes of the reporting.

(i) The system will automatically sort transactions by the

selected classification, aggregate transactions in each classification, populate spreadsheets, and calculate Customer's daily cash position.

(ii) The Service will permit Authorized Representatives to enter and sort additional financial information manually and create custom data templates.

b. Customer may also use the Service to pull current day's data and data from other points in time as provided in the Specifications.

c. c. Authorized Representatives will control user access to the files developed by the Service.

iBUSINESSGLOBAL™ SERVICES

1. **Scope of Services.** Through its iBusinessGlobal™ website, Bank offers Documentary Letter of Credit Services and viewing of Letter of Credit and Documentary Collection Services. Customer may select one of the Services or both as a part of the Treasury Management Agreement.

a. **Documentary Letters of Credit** – permits Customer to initiate online Applications for a new, or amend an existing, Commercial Letter of Credit for the purpose of facilitating payment for goods, release/approve Applications, conduct inquiries, view activity and run reports.

b. **Letter of Credit and Documentary Collections** – permits Customer to conduct inquiries and run reports online on all types of Letters of Credit and incoming and outgoing Documentary Collections.

DOCUMENTARY LETTER OF CREDIT SERVICE TERMS AND CONDITIONS

1. **Definitions.** Unless otherwise defined herein or in the Master Agreement, capitalized terms shall have the meanings provided in the UCP, Article 5 of the UCC or the Specifications.

a. **"Application"** means the application form for a Documentary Letter of Credit and/or amendment to a Documentary Letter of Credit accessed online at the iBusinessGlobal™ website.

b. **"Conversion Rate"** means the rate quoted by Bank for the purchase from Bank of the relevant foreign currency with U.S. Dollars.

2. **Applicable Rules and Law.** Any Letter of Credit issued by Bank will be subject to and governed by the UCC and the most current version, in effect on the date the Letter of Credit is issued, of the Uniform Customs and Practice for Documentary Credits issued by International Chamber of Commerce ("UCP"), except as Customer may otherwise instruct in the Application and as Bank may otherwise agree within the text of the Letter of Credit as issued. Bank may agree, on Customer's request, to specify in the Letter of Credit the laws of a state located in the U.S.A. as the governing law (other than as provided in the Master Agreement). In any event, each choice of law shall be without reference to the chosen state's provisions regarding conflicts of laws.

3. **Security Administrator and Security Procedures.** Customer will appoint a Security Administrator for the Service in the Specifications. The Security Administrator will in turn appoint Users and designate their respective authorities on the Specifications, which include: Release, Data Entry and/or Inquiry/Reporting. The Service will be accessed through the use of a User ID and Password. **Customer acknowledges that a User with authority to Release Applications will bind Customer to the reimbursement obligations contained**

herein.

4. **Initiation of Transactions and Release of Application.** Once Customer has signed up for the Service, Customer may apply to Bank for the issuance of, and/or amendment to, Documentary Letters of Credit by completing the Application in form and substance satisfactory to Bank. The iBusinessGlobal™ website permits Customer to set up a template for convenient use as an Application on multiple occasions or complete an Application each time.

When Customer releases the Application, it becomes bound by these Service Terms and Conditions and the reimbursement obligations contained herein.

Bank shall have no obligation to accept an Application and may in its sole discretion approve or reject any Application on a case-by-case basis. In the event that Bank determines that an Application submitted to it by Customer is incomplete or must be modified in any manner in order to be acceptable to the Bank, or in the event that Customer requests that Bank agree to issue and/or amend a Letter of Credit prior to the time that an Application has been received by the Bank, Bank may, in its sole option, complete or modify an Application submitted by Customer or prepare a new Application, as appropriate, based upon information furnished by Customer to Bank and upon terms agreed to by Bank and Customer by telephonic or other unwritten communication. Any Application that has been completed, modified or prepared by Bank and that has been executed by the Bank shall be sent by Bank to Customer.

Unless otherwise agreed to in writing by Bank, Bank shall have no obligation to renew, reinstate all, or a portion of, the credit amount of, extend the expiration date of, or otherwise alter the initial terms of any Letter of Credit, and in the case of any Letter of Credit that provides for such renewals, reinstatements, extensions or other alterations of terms to occur automatically unless notice to the contrary is given, Bank may determine to provide such notice in its sole discretion.

5. **Customer Payments.**

a. Customer shall pay Bank all amounts paid by Bank, its agent, or any party on Bank's behalf under or in respect of each draft, acceptance or other order, instrument or demand drawn or presented under the Letter of Credit (the "Item"). Sight Items will be reimbursed on demand. Acceptances or other time Items shall be reimbursed on demand, or at maturity if no earlier demand is made by Bank. Regardless of the expiration date of the Letter of Credit, Customer shall remain liable hereunder until Bank has no liability to any person, firm, corporation or other entity which is entitled to draw or demand payment under the Letter of Credit.

b. On each fee payment date, so long as any undrawn amount of the Letter of Credit remains available, Customer shall pay Bank a Letter of Credit fee. The fee payment date(s) shall be the date(s) as Customer and Bank may agree, or in the absence of such agreement, the fee payment date shall be the date on which Bank issues the Letter of Credit. The fee shall be at such rate per annum as Customer and Bank may agree or, in the absence of such agreement, at the rate customarily charged by Bank at the time such fee is payable, based upon Customer's creditworthiness, as determined by Bank in its sole discretion. The applicable Letter of Credit fee shall be calculated and payable on the undrawn amount of the Letter of Credit as of each fee payment date, and shall be for the period commencing

on such fee payment date and ending on the day preceding the next fee payment date (or the expiration date of the Letter of Credit, as the case may be), both dates inclusive. The Letter of Credit fee will be computed on the basis of a 360-day year and actual days elapsed. Bank shall not be required to refund any portion of the Letter of Credit fee paid for any period during which (i) the Letter of Credit expires or otherwise terminates or (ii) the undrawn amount of the Letter of Credit is reduced by drawings or by amendment.

c. Customer shall pay Bank, on demand, commissions and fees for amendments to, payments under, extensions of, or cancellation of the Letter of Credit, and other services in the amounts Customer and Bank may agree or, in the absence of such agreement, in the amounts customarily charged by Bank on the date of Bank's demand.

d. All payments and deposits of any kind by Customer under the Application and these Service Terms and Conditions, including prepayments, shall be made at the banking center or office Bank may designate from time to time. Bank shall have no obligation to pay Customer interest on any such payment, prepayment or deposit made by Customer under the Application and these Service Terms and Conditions.

e. All payments and deposits by Customer under the Application and these Service Terms and Conditions shall be in the currency in which the Letter of Credit is payable, except that Bank may, at its option, require payments and deposits by Customer under the Application and these Service Terms and Conditions to be made in U.S. Dollars if the Letter of Credit is payable in a foreign currency.

(i) The amount of each payment and each deposit by Customer under the Application and these Service Terms and Conditions in U.S. Dollars for a Letter of Credit payable in a foreign currency shall be determined by converting the relevant amount to U.S. Dollars at the Conversion Rate in effect:

(A) with respect to each payment under Section 6(a) of these Service Terms and Conditions, on the date the payment is made by Bank under or in respect of the Letter of Credit; and

(B) With respect to each payment not falling under the preceding clause (A) and each deposit, on the date of Bank's demand for such payment or deposit.

(ii) If a U.S. Dollar deposit by Customer under the Application and these Service Terms and Conditions for a Letter of Credit payable in a foreign currency becomes less than the U.S. Dollar equivalent of the undrawn amount of the Letter of Credit because of any variation in rates of exchange, Customer shall deposit with Bank, on demand, additional amounts in U.S. Dollars so that the total amount deposited by Customer under the Application and these Service Terms and Conditions is not less than the U.S. Dollar equivalent of the undrawn amount of the Letter of Credit, determined by using the Conversion Rate on the date of Bank's latest demand.

f. Customer shall reimburse or compensate Bank, on demand, for all costs incurred, losses suffered and payments made by Bank which are applied or allocated by Bank to the Letter of Credit (as determined by Bank) by reason of any and all present or future reserve, capital, deposit, assessment or similar requirements against (or against any class of or change in or in the amount of) assets or liabilities of, or commitments or extensions of credit by, Bank.

g. Customer shall pay interest, on demand, on any amount not paid when due under the Application and these Service Terms and Conditions from the due date until payment in full at a rate per annum equal to the rate of interest publicly announced from time to time by Bank as its prime rate, plus 3 percentage points (not to exceed the maximum rate permitted by applicable laws). The prime rate is set by Bank based on various factors, including Bank costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some credits. Bank may price credit at, above or below the prime rate. Any change in Bank's prime rate shall take effect at the opening of business on the day specified in Bank's public announcement of a change in Bank's prime rate. Interest will be computed on the basis of a 360-day year and actual days elapsed.

6. Deposit Events. Upon the occurrence of any of the following events, Customer shall deposit with Bank, on demand (except that such demand shall not be required in the event of an occurrence described in (b) below) and as cash security for Customer's obligations to Bank under the Application and these Service Terms and Conditions, an amount equal to the undrawn amount of the Letter of Credit:

a. Customer defaults under any provision of the Application or these Service Terms and Conditions;

b. Any bankruptcy or similar proceeding is commenced with respect to Customer;

c. Any default occurs under any agreement involving the borrowing of money or the extension of credit under which Customer may be obligated as borrower, installment purchaser or guarantor, if such default consists of the failure to pay any indebtedness when due or if such default permits or causes the acceleration of any indebtedness or the termination of any commitment to lend or to extend credit;

d. Customer or any of its affiliates defaults on any other obligation to Bank;

e. In the opinion of Bank, any material adverse change occurs in Customer's business, operations, financial condition or ability to perform its obligations under the Application and these Service Terms and Conditions;

f. Any guarantee of Customer's obligations under the Application and these Service Terms and Conditions terminates, is revoked or its validity is contested by the guarantor, or any of the events set forth in (b) through (e) above occur with respect to any guarantor rather than the Customer; or

g. Any court order, injunction or other legal process is issued restraining or seeking to restrain drawing or payment under the Letter of Credit.

7. Charge to Accounts. If Bank is unable to debit the Account, Customer authorizes Bank to charge any of Customer's Accounts with Bank, or any affiliate of Bank, for all amounts then due and payable to Bank under the Application, the Treasury Management Agreement and these Service Terms and Conditions.

8. Documentation.

a. Unless specified to the contrary in the Application, or any amendment to the Letter of Credit, Customer agrees that Bank and its correspondents may receive and accept (i) as "bills of lading" any documents issued or purportedly issued by or on behalf of any carrier which acknowledges receipt of property for transportation, irrespective of the specific provisions of such documents, (ii) either insurance policies or insurance certificates

as documents of insurance, (iii) the description of property contained in any invoice as sufficient and controlling against other descriptions contained in any bills of lading, insurance or other documents accepted, as long as such descriptions are not inconsistent with one another, (iv) any documents containing stamped, written, or typewritten provisions, whether or not signed and initialed, as if the same were placed with authority on the documents at the time of issuance by the carrier, other issuer, or one of their agents, (v) any Items or documents otherwise in order, issued or purportedly issued by an agent, executor, trustee in bankruptcy, receiver or other representative of the party authorized under the Letter of Credit to issue such Items or other documents, as complying with the terms of the Letter of Credit and (vi) documents which comply with the UCP or which comply with the laws, regulations, customs or usages of the place of shipment or negotiation/payment/acceptance, or both. The provisions of clause (v) above shall in no way be deemed to preclude the beneficiary from issuing and presenting Items or documents under the terms of the Letter of Credit.

b. In the event that some of the documents required under the Letter of Credit are forwarded directly to Customer or any other party designated by Customer, or if Bank releases or consents to the release of some or all of the property shipped under the Letter of Credit prior to the presentation of the relative Item, Customer agrees to pay Bank on demand the amount of any claim made against Bank by reason thereof and authorizes Bank to honor such Item when it is presented regardless of whether or not such Item or any document that may accompany it complies with the terms of the Letter of Credit. In case of Bank's issuance of a steamship indemnity or airway release for its account, Bank is authorized to retain original bills of lading for delivery to the shipping company to secure the release of Bank's indemnity.

c. Subject to the provisions of this Section, in the event that any Item presented to Bank appears on its face to be inconsistent with any other Item or to be non-compliant with the terms and conditions of the Letter of Credit, Bank may send notice thereof to Customer. In that event, Customer will promptly review such notice and will notify Bank within 7 Business Days of its receipt of such notice if it has any claim of non-compliance or inconsistency. If Customer does not so notify Bank within such 7 Business Day period, Customer will conclusively be deemed to have waived such non-compliance or inconsistency.

9. Collateral.

a. As security for the performance of all obligations of every kind (including, but not limited to, the obligation to make payments pursuant to Section 6 hereof) owed by Customer to Bank under the Letter of Credit, these Service Terms and Conditions, or otherwise, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due, howsoever created, arising or evidenced (collectively, the "Liabilities"), Customer hereby assigns, pledges and grants to Bank a lien upon and a security interest for Bank's benefit in, and recognizes and admits Bank's unqualified right to: (i) the possession and disposal of any and all Items, all shipping documents, warehouse receipts, policies or certificates of insurance, and other documents accompanying or relative to any Items, and all Property (as defined below) covered, shipped, or stored under any Items or documents whether or not any Items, documents, or Property shall be released to Customer, (ii) all claims which the Customer may have against anyone else in connection with any of the foregoing including, without limitation, any guarantees, indemnities, these Service Terms and Conditions or other undertakings, policies of insurance or

assurances in connection therewith, (iii) all other Property (A) which, now or hereafter, is in Bank's possession, control, or in transit to, or the pledge of which is at any time registered to, Bank or Bank's agent or bailee for any reason or purpose or (B) in which, now or hereafter, Bank may have a security interest, securing any of the Liabilities, (iv) all balances, credits, deposits, accounts or moneys, held by Bank, now or hereafter, which Customer owns or in which Customer may have an interest, and (v) all dividends, distributions and other rights in or with respect to, and substitutions for and products and proceeds of, all of the foregoing being referred to collectively as the "Collateral".

b. In addition, Customer agrees: (i) that Customer shall keep all Collateral that is customarily insured against loss, damage, theft and other risks, insured in amounts and by companies satisfactory to Bank, and either assign the policies and certificates of insurance to Bank or make the loss or adjustment payable to Bank, and hold as Bank's agent in trust for Bank any proceeds received by Customer under such policies and promptly deliver the same to Bank, (ii) that, if Bank at any time deems such insurance inadequate for any reason, Bank may procure such insurance as Bank deems necessary, at Customer's expense, and (iii) to furnish to Bank such certificates or other evidence with respect to the foregoing as Bank may request. "Property" includes any rights or interests in goods, merchandise, documents, securities, funds, choses-in-action and any and all other forms of property, whether tangible or intangible, real, personal or mixed, and proceeds thereof, which are owned by Customer or in which Customer has an interest.

c. Customer agrees to keep the Collateral free and clear of all other interests and claims and, at any time and from time to time, upon Bank's request, (i) to deliver to Bank any of the Collateral that may then be in, or may hereafter come into, its possession or control, (ii) to execute and deliver to Bank such further security agreement, financing statements, guarantees and other documents (and to pay the cost of filing or recording the same in all public offices deemed necessary by Bank), and to do such other acts or things required to perfect and maintain a valid security interest in the Collateral to secure the payment of the Liabilities, (iii) to furnish to Bank information concerning its financial condition, the Collateral, and any guarantors or obligors on the Collateral as Bank may reasonably request, and (iv) to deliver and assign to Bank additional Collateral (including, but not limited to, cash Collateral) of a value and condition satisfactory to Bank, in Bank's sole judgment, as additional security for the Liabilities if Bank feels insecure for any reason.

d. Bank shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Bank takes such action as Customer shall request in writing, but Bank's failure to comply with any such request shall not be a failure to exercise reasonable care. If Customer does not make a request in writing, Bank's failure to preserve or protect any rights to the Collateral shall not be a failure to exercise reasonable care in the custody and preservation of the Collateral.

e. Bank may, whether before or after the occurrence of any Deposit Event referred to in Section 7 hereof, at Bank's sole discretion and without notice to Customer, take any or all of the following actions: (i) transfer all or any part of the Collateral into Bank's name or the name of Bank's nominee, with or without disclosing that such Collateral is subject to the security interest under these Service Terms and Conditions, (ii) notify any obligors and guarantors of any of the Collateral to make payment to Bank of any amounts due or to become due, (iii) enforce collection of any of the Collateral by suit or otherwise, or surrender, release or exchange all or any part of the Collateral, (iv) take control of any proceeds (including insurance

proceeds) of any of the Collateral, and (v) extend or renew any obligation of any obligor or guarantor to the Collateral, or grant releases, compromises or indulgences for any obligation of any obligor to the Collateral.

The security interest in the Collateral granted by this Section shall continue until such time as all Liabilities have been paid in full and discharged.

10. Customer Additional Representations and Warranties. In addition to the provisions of the Master Agreement, Customer represents and warrants to Bank that Customer has obtained all licenses and other governmental approvals required for the import, export, shipping, storage of, financing of or payment for goods and the documents described in the Letter of Credit. Customer also represents and warrants to Bank that it has paid all applicable levies, duties or other taxes imposed in connection with the Letter of Credit (other than net income taxes payable by the Bank).

11. Bank Liability.

a. Customer agrees that any action or omission by Bank under or in connection with the Letter of Credit or any Items, documents or Property shall, unless in breach of good faith, be binding on Customer and shall not put Bank under any resulting liability to Customer.

b. In addition to the exculpatory provisions contained in the UCP and the Treasury Management Agreement, Bank or Bank's correspondents shall not be responsible for, and Customer's obligation to reimburse Bank shall not be affected by: (i) the time, place, manner, or order in which shipment is made, or partial or incomplete shipment or insurance of any property or any risk connected with insurance, delay in arrival or failure to arrive of any property or any relative documents, delay in giving, or failure to give, notice of arrival of goods or any other notice, (ii) compliance with any laws, customs or regulations in effect in countries of negotiation or payment of the Letter of Credit, (iii) failure of any Item to refer adequately to the Letter of Credit, failure of any documents to accompany any Item at negotiation/payment/acceptance, or failure of any person to note the amount of any Item on the reverse of the Letter of Credit or to surrender or to take up the Letter of Credit or to forward required documents with Items, each of which provisions, if contained in the Letter of Credit itself, it is agreed may be waived by Bank, (iv) any irregularity in connection with shipment, including any default, oversight or fraud by the shipper and/or any others in connection with the Property or documents or the shipment, non-shipment or transmittal thereof, (v) any refusal by Bank to honor Items because of an applicable laws, regulation or ruling of any governmental agency whether valid or invalid, or now or hereafter in effect, (vi) acts or the failure to act of Bank's agents or correspondents, including, but not limited to, their failure to pay Items because of any law, decree, regulation, ruling, or interpretation of any governmental agency (domestic or foreign), or (vii) the identity of any transferee of the Letter of Credit or the sufficiency of the transfer if the Letter of Credit is transferable.

12. Indemnities.

a. Customer will indemnify and hold Bank (such term to include for purposes of this Section, Affiliates of Bank and its Affiliates' officers, directors, employees and agents) harmless from and against (i) all loss or damage arising out of the issuance or amendment by Bank of the Letter of Credit, or any other action taken by any such indemnified party in connection with the Letter of Credit including any loss or damage arising in whole or in part from the negligence of the party seeking

indemnification, but excluding any loss or damage resulting from the gross negligence or willful misconduct of the party seeking indemnification, and (ii) all costs and expenses (including reasonable attorneys' fees and allocated costs of in-house counsel and legal expenses) of all claims or legal proceedings arising out of the issuance or amendment by Bank of the Letter of Credit or incident to the collection of amounts owed by Customer hereunder or the enforcement of the rights of Bank hereunder, including, without limitation, legal proceedings related to any court order, injunction, or other process or decree restraining or seeking to restrain Bank from paying any amount under the Letter of Credit. Additionally, Customer will indemnify, and hold Bank harmless from and against, all claims, losses, damages, suits, costs or expenses (including reasonable attorneys' fees and allocated costs of in-house counsel, and legal expenses) arising out of Customer's failure to timely procure licenses or comply with applicable laws, or any other conduct or failure of Customer relating to or affecting the Letter of Credit.

b. If any award, judgment or order is given or made for the payment of any amount due under the Application and these Service Terms and Conditions and such award, judgment or order is expressed in a currency other than the currency required under the Application and these Service Terms and Conditions, Customer shall indemnify Bank against and hold Bank harmless from all loss and damage incurred by Bank as a result of any variation in rates of exchange between the date of such award, judgment or order and the date of payment (or, in the case of partial payments, the date of each partial payment thereof) in the required currency.

c. Each of these indemnities shall constitute an obligation separate and independent from the other obligations contained in the Application and these Service Terms and Conditions, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by Bank from time to time, and shall continue in full force and effect notwithstanding any award, judgment or order for a liquidated sum in respect of an amount due under the Application and these Service Terms and Conditions.

13. Additional Rules. The Documentary Letter of Credit Service is subject to the following additional rules:

a. Any and all payments made to Bank hereunder shall be made free and clear of and without deduction for any present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding income or franchise taxes imposed by the United States and any political subdivisions thereof (collectively, "Taxes"). If Customer shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder, (i) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 14(a), Bank shall receive an amount equal to the sum Bank would have received had no such deductions been made, (ii) Customer shall make such deductions, and (iii) Customer shall pay the full amount deducted to the relevant authority in accordance with applicable laws. Customer will indemnify Bank for the full amount of Taxes (including, without limitation, any Taxes imposed by any jurisdiction on amounts payable under this Section 14(a) paid by Bank and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally asserted. This indemnification shall be made within 30 days from the date Bank makes written demand therefor. Within 30 days after the date of any payment of Taxes, Customer will furnish to Bank the

original or a certified copy of a receipt evidencing payment thereof.

b. Unless Customer has specified in the Application that the wording of the Letter of Credit or amendment must be exact, Customer understands that the final form of the Letter of Credit may vary from the wording specified in the Application, and Customer authorizes Bank to make such changes, not materially inconsistent with the Application, which Bank deems necessary or appropriate.

c. In the event of any change or modification, with the consent of Customer, which consent may be given by any means of submission acceptable to Bank, including, without limitation, computer, facsimile or telex, relative to the Letter of Credit or any instrument called for hereunder, including any waiver made or, in good faith believed by Bank to have been made, by Customer of any term hereof or the noncompliance of any such instruments with the terms of the Letter of Credit, the Application and these Service Terms and Conditions shall be binding upon Customer as so changed or modified, and to any action taken by Bank or any of its correspondents relative thereto.

d. Bank assumes no liability or responsibility for the consequences arising out of delay and/or loss in transit of any message, letter or documentation, or for delay, mutilation or other error arising in the transmission of any teletransmission. In no event shall Bank be liable for any special, indirect, consequential or exemplary damages.

e. If Customer includes in the Application any language describing events or conditions that would not be possible for Bank to verify solely from the documents required to be presented under the Letter of Credit, Customer acknowledges and agrees that Bank has no obligation to verify compliance with such requirements.

LETTER OF CREDIT AND DOCUMENTARY COLLECTION SERVICE TERMS AND CONDITIONS

1. **Definitions.** The following additional terms have the meanings ascribed to them below for this Service:

a. **"Collection Order"** means the handling instructions attached with Documents.

b. **"Documents"** means financial documents and/or commercial documents listed on a Collection Order.

c. **"Presenting Bank"** means a bank that presents Documents for payment.

d. **"Principal"** means the natural or legal person who has entrusted a bank with Documents.

e. **"Remitting Bank"** means a bank that the Principal has entrusted with the handling of Documents.

f. **"Third Party"** means any natural or legal person who is not Customer or the Principal (such as, insurance company, transport company, etc.).

2. **Security Administrator and User Authority.** Customer will appoint a Security Administrator for the Service in the Specifications. The Security Administrator will in turn appoint Users, who will only be authorized for Inquiry/Reporting. The Service will be accessed through the iBusinessGlobal™ website through the use of a User ID and Password. The Service permits Customer to make inquiries and run reports on Letters of Credit and incoming and outgoing Documentary Collections handled by Bank. No transactions will be initiated, no funds collected nor released under this Service. No communication, authorization or

instruction related to Letter of Credit or Documentary Collection transactions will be handled through the Service.

3. General Obligations and Liability.

a. Bank is authorized to handle Documents only in accordance with the conditions specified in the Collection Order; Bank shall not be liable for any consequences that may arise upon the handling of an unclear or ambiguous Collection Order. Bank, the Presenting Bank and the Remitting Bank shall act only as intermediaries of Documents.

b. Bank shall not clarify or review the Documents received under Documentary Collection; it shall not check or be liable for the existence, contents, amount, quality, delivery etc. of the goods or services bought or sold on the basis of the Documents.

c. Unless it is otherwise expressly specified in the Collection Order, Bank shall not take any instructions from Third Parties for the handling of Documents but shall only take into account the instructions of the Principal or the Remitting Bank from whom it receives the relevant Collection Order.

d. Bank shall not be liable for any acts or omissions by the Remitting Bank or Presenting Bank in the handling of Documentary Collection.

LOCKBOX SERVICE TERMS AND CONDITIONS

1. **Scope of Services.** Lockbox Services provide Customer with the ability to have Bank collect and open retail and wholesale remittances received in the Lockbox and process such remittances for the benefit of Customer. Bank also offers electronic payment data collection that permits it to reconcile electronically initiated consumer bill payments made to Customer through a bill payment consolidator.

2. **Definitions.** The following terms have the meanings ascribed to them below as used in these Service Terms and Conditions:

a. **"Check Image"** means a digitized image of the front and back of a Check provided to Bank in lieu of the original Check from which such Check Image was obtained.

b. **"Data Capture"** means remittance information in numerical or alphabetical form that can be collected and electronically transmitted to Customer as defined in the Specifications.

c. **"Document Image"** means a digitized image of Customer's non-check lockbox remittance, provided to Bank in lieu of the original non-check remittance from which such Document Image was obtained.

d. **"Electronic File Delivery"** means the electronic delivery of Lockbox Images, information collected by Data Capture or any other data summary as defined in the Specifications that Bank has designated as being covered the Service described herein.

e. **"Image" or "Imaging"** means the capture, storage, configuration, and display of images.

f. **"Lockbox Image"** means a visual representation of Customer's Lockbox Check remittances, which Bank has created, copied and stored in electronic form and that Bank has designated as being covered by the Service described herein.

g. **"Lockbox Remittance Address"** means the address designated by Bank from time-to-time for receiving Customer remittances in reference to the Service. Bank may change the Lockbox Remittance Address from time-to-time with notice to

Customer.

h. "OCR" (Optical Character Recognition) is the electronic recognition of numbers and letters on paper remittances provided by Customer and the conversion of these numbers and letters into useable data as programmed by Bank.

i. "Lockbox Remote Capture" means all information, services (including web-based services), technological infrastructure, Equipment and installed Software, which allows Customer to submit Lockbox Check remittances received by Customer for Lockbox processing through the Internet.

3. Lockbox Mail.

a. Customer will instruct its account debtors to forward remittances to invoices or statements issued by Customer to the Lockbox Remittance Address.

b. Customer will control access to the Service in accordance with its own predetermined company policy and procedures. Customer shall designate Authorized Representatives in the Specifications.

c. Bank is authorized to have exclusive and unrestricted access to mail directed to the Lockbox Remittance Address and to collect such mail. Mail shall be removed each Business Day. Bank is authorized to open each envelope and remove the contents, disregarding all notations and other marks on the envelopes. Bank is not required to retain remittance envelopes or forward them to Customer unless otherwise requested by Customer in the Specifications.

4. Processing. Bank will process, endorse, Image and deposit all remittances received at the Lockbox Remittance Address. For retail remittances, Imaging will be by OCR scan as defined in the Specifications and by Bank's internal procedures. For wholesale remittances, Bank will perform Data Capture and Electronic File Delivery in accordance with the Specifications and its internal procedures.

Bank will observe the following:

a. Check Amount. Bank will process the Check according to the numeric amount shown. If the numeric amount is unclear, the written amount may be used in attempting to process the payment. If Bank is unable to determine the amount of a Check, such Check will be forwarded unprocessed to Customer as non-processable in accordance with the Specifications.

b. Check Date. Bank will not examine any Checks with respect to Check dates.

c. Missing Signature. In the absence of a signature, Bank will stamp the item "No Signature" or "Refer to Maker" and process the Check.

d. Acceptable Payees. Unless otherwise provided in the Specifications, Checks made payable to persons other than Customer will be returned by Bank as Exception Items. For wholesale remittances, Customer may provide a list of "Acceptable Payees" in the Specifications, and Bank will accept such remittances for deposit.

Customer warrants that each Acceptable Payee has authorized Checks payable to it to be credited to the Account designated by Customer.

e. Restrictive Endorsements. Bank will examine the document for restrictive endorsements. All restrictive endorsements will be forwarded to Customer, unprocessed, for examination. However, Bank is not responsible for any failure to discover Checks bearing such restrictive legend. Bank is not

under any obligation to determine whether the remittance is a payment in full, even though recited so to be, or whether or not the discounts or deductions of any kind taken are proper or correctly figured or taken within the designated time limit.

f. Exception Items. If a Check is non-processable pursuant to the requirements of these Service Terms and Conditions or the Specifications, it will be treated as an Exception Item; it will be forwarded by Bank to Customer with the remittance data; and it will not be deposited or otherwise reflected in the Account of Customer.

g. Deposit. Bank will prepare an advice of credit showing the total amount deposited to the Account, as well as a listing of individual items deposited.

h. Returns. Checks returned as unpaid to Bank for any reason will be charged back against Customer's Account and forwarded to Customer with an advice of adjusting entry.

i. Adjustments. Bank shall have the right to credit or debit Customer's Account to correct any processing irregularities.

5. Materials Returned to Customer. Bank will assume no responsibility for, but will forward immediately to Customer, all material that cannot be processed in accordance herewith. All bulk mail will be discarded. Any correspondence, invoices and miscellaneous enclosures, which are included with a payment, as well as any envelope that does not contain a Check, will be returned to Customer as provided in the Specifications.

6. Transmission of Remittance Data.

a. Retail Remittances. Bank will capture, format and send remittance data to Customer, on each Business Day, via data transmission in accordance with the Specifications. Additional programming, if required, will be charged to the Customer and paid for by Customer. All changes in programming requested by Customer are subject to approval and testing by Bank prior to usage. Bank will Image the remittance coupon and Check if requested to do so in the Specifications. Image viewing will be provided through Bank's Protected Online Remote Transfer/E-Mail application.

b. Wholesale Remittance Data. Bank will prepare remittance data, according to the Specifications, in the following manner:

(i) Bank will perform Data Capture of up to 6 fields of information contained within the Lockbox remittance, store, and configure (as defined in the Specifications) and deliver Remittance Data electronically.

(ii) Bank will perform Electronic File Delivery in standard Bank format or in a format acceptable to Bank, as requested in the Specifications.

(iii) Bank will perform Imaging of remittance Checks as requested in the Specifications and will make Images available for electronic retrieval.

7. Stop File. Customer will provide a file of stop requests at least one Business Day prior to the effective date. Files received prior to 9:00 am Central Standard Time will be updated the same Business Day. Files received after 9:00 am CST will be processed the following Business Day.

8. Coupons and Envelopes. Payment Coupons and envelopes submitted to Bank for processing must meet specifications outlined in technical specification documents provided by Bank from time-to-time.

All changes in coupon and return-envelope design made by

Customer are subject to prior approval and testing by Bank. Bank may adjust the price for processing Customer's payments if changes are made to Customer's coupons and or envelopes (including coupon scan line configuration) without such prior approval.

Bank reserves the right to review all aspects of the remittance envelope or coupon being received through the Lockbox for processing compatibility. Incompatible envelopes or coupons, such as those coupons stapled to checks or paper clipped, may require special handling, which can result in additional processing costs.

9. Termination. Any mail received at the Lockbox Remittance Address after termination of the Service shall be forwarded to Customer for a period of 2 months following the date of termination. Customer is responsible for all costs incurred by Bank in forwarding mail, if any, during the 2-month time period.

10. Lockbox Remote Capture. In connection with Lockbox Remote Capture Services:

a. Customer's Responsibilities. Customer will submit Check Images and Document Images to Bank in such format, and with such associated remittance information, as Bank may specify from time to time. In using the Service, Customer will create an accurate Check Image and associated MICR data using approved Equipment. The Check Image must contain all the information on the MICR line of the original Check at the time the original Check was issued.

b. Representations and Warranties. Customer represents and warrants, with respect to each Check Image submitted to Bank, that:

(i) The Check is currently and was at the time of its creation, a bona fide and existing obligation of the drawer, free and clear of all security interests, liens, and claims whatsoever of third parties and is not now nor has it ever been declared in default;

(ii) The documentation under which the Check is payable authorizes the payee to charge and collect monies owed;

(iii) The Check Image accurately represents all of the information on the front and back of the Check, and all such information is legible on the Check Image; and

(iv) The Check Image will not be duplicated and no person will receive presentment of the original Check, a substitute check based on the original Check, or a paper or electronic representation of the original Check or a substitute check, such that that person will be asked to make a payment based on a Check that has already been paid.

Customer also makes all other warranties to Bank that Bank must make in the process of collecting items under applicable laws.

Customer will maintain original Checks for a period of 60 days and allow Bank to review and inspect them during reasonable business hours. Checks are to be stored in a secure site under lock and key.

After the recommended retention period, Checks must be shredded and disposed of properly. Customer shall destroy and dispose of the Checks with a high degree of care, including selecting and implementing appropriate destruction and disposal procedures. Customer is required to implement such procedures to ensure that the Checks are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the Checks are no longer readable or capable of

being reconstructed (e.g., through the use of competent shredding equipment).

c. Equipment and Software. Bank will provide Customer with the Software necessary for Customer to make deposits through the Service. Further, Bank will make available for purchase by Customer scanner Equipment used in conjunction with Bank-provided software. Customer shall retain no ownership rights of the Software provided by Bank and shall not modify or alter it in any way.

Bank will provide installation and training support as reasonably required for implementation of the Software, and will provide installation support for scanner equipment as reasonably necessary to permit Customer's processing of Check Images and Document Images through the Service.

d. Bank Obligations and Rights. Bank will process and deposit into the Customer Lockbox account, Checks submitted by Customer through the Service in accordance with its internal Lockbox processing procedures and all state and federal laws during any Business Day, subject to the Cut-off Time. The Check Image must be clear and include all information required by the Federal Reserve System for processing and collection of items.

Transmission of electronic deposits to Bank occurs after Customer indicates its acceptance of a properly performed scan of a batch of Check remittances and "closes" the batch for transmittal to the Bank. Any electronic deposit transmission received by Bank after the daily Cut-off Time shall be deemed to have been received by Bank at the opening of its next Business Day. Customer is responsible for the transmission of the deposit until the Check Images and Document Images are available for viewing by Bank on the system and Bank validates that all information required for processing by Bank was transmitted by Customer per Customer Specifications.

Upon receipt and validation by the Bank of a complete batch file of images, MICR data, and instructions, Bank is authorized to, at its option, create a substitute check, or process the images, MICR data and instructions electronically.

If a Check does not have the necessary information to be processed by Bank, then Bank will treat the Check as an Exception Item. Bank reserves the right to reject any single Check Image or batch of Check Images for any reason, before or after confirmation. If a Check is treated as an Exception Item, it will be forwarded by Bank to Customer, and not be deposited or otherwise reflected in the Customer's Lockbox Account.

e. Limitations on Use. Bank reserves the right to place limitations on the use of the Service, including, but not limited to, a limitation on the number of Lockbox accounts accessed via the Service, limitations on the number of Checks, the maximum permissible dollar amount of any individual Check or the total dollar amount of Checks processed on any given day or other time period.

f. Indemnification. In addition to the indemnification provided in the Master Agreement, Customer also agrees to reimburse and indemnify Bank for all losses, damages and expenses, including reasonable attorneys' fees, incurred in defending transactions involving invalid or fraudulent Checks or due to a substitute check being processed instead of the original Check. This indemnification shall survive the termination of these Service Terms and Conditions as to matters that occurred during its term.

g. Discrepancies and Investigations. In addition to the provisions contained in the Master Agreement regarding Customer's notification to Bank of errors or discrepancies,

Customer agrees to provide Bank with any information it may reasonably request in connection therewith. Customer will also promptly supply all financial information, financial records, and documentation regarding the Checks that Bank may request. Customer will also cooperate in investigations regarding any unsuccessful or lost transmissions, will provide imaged documents (or original Checks if available) to facilitate investigations within 2 Business Days of Bank's request and will resolve with Bank any issues regarding the same. Notwithstanding the foregoing, if Bank at any time discovers that the legal amount of the Check is different than the amount that has been credited to the Lockbox Account, Bank will make the necessary adjustment to the Lockbox Account to correct the discrepancy.

h. Security Incident. Customer will notify Bank immediately if there is a breach of security in connection with Customer use of Lockbox Remote Capture and will comply with the security incident provisions of the Master Agreement.

i. Contingency Procedures. In the event that Customer experiences technical difficulties in connection with the Service, please implement the following procedures:

For software and system function issues, call Bank at the number provided in Section 13 of the Master Agreement. For Account issues, contact Bank as provided in Section 13 of the Master Agreement. For computer, scanner equipment or Internet connectivity issues, contact your computer repair department, computer vendor or Internet provider as appropriate.

In the event that Check Images and Document Images may not be transmitted through the Service for deposit into the Lockbox Account, please forward the original Check remittance(s) to Wintrust Lockbox Operations at the address specified by Bank from time to time.

ELECTRONIC PAYMENT DATA COLLECTION SERVICE TERMS AND CONDITIONS

1. Scope of Service. If selected in the Specifications, Customer may authorize Bank to collect electronically initiated consumer bill payment data ("Payment Data") and reconcile the Payment Data with the corresponding bill payment funds ("Payment Funds") paid to Customer by a bill payment consolidator ("Service Provider").

The Service is available for Customer's remittances made via bill payment services and bill collection agents which have processing agreements in place with Bank's Service Provider. Customer hereby authorizes Bank's Service Provider to transmit Customer's Payment Data to Bank under these Service Terms and Conditions and authorizes Bank's Service Provider to perform all actions necessary to enroll Customer in the Service Provider's payment processing service.

2. Obligations of Bank. In connection with this Service, Bank shall:

a. Receive Payment Data in the preprocessing queue daily, review it and within one Business Day after it receives notice from the Service Provider, either approve the Payment Data such that Payment Funds may be remitted to Customer's Account or reject the Payment Data.

b. Make the Payment Data available to Customer as provided in the Specifications on the Business Day Bank receives it, if possible, but in any event no later than one Business Day after the date the Payment Data is transmitted to Bank.

c. Notify Customer the same Business Day it receives notice

of a reversal or a failed reversing entry.

d. Use commercially reasonable efforts to respond to research requests involving payments within 2 Business Days after Customer provides the information necessary to perform research.

3. Rejections. No Payment Funds may be rejected by Bank or Customer unless the Payment Data for such payment is incorrect, incomplete or the account is blocked or closed. If any payment is rejected and Bank or Customer is unable to determine the correct posting information, Customer shall return the Payment Data and Payment Funds to the Service Provider.

4. Late Charges. Customer may not charge its account debtors a late fee if payment is late by reason of the fact that the Payment Data was not timely posted by Bank.

POSITIVE PAY AND REVERSE POSITIVE PAY SERVICE TERMS AND CONDITIONS

1. Scope of Service. The purpose of this Service is to monitor and detect unusual or unauthorized Check issuance or payment. Customer may select traditional Positive Pay or Reverse Positive Pay. The Service allows Customer to identify Checks that are Exception Items, to request photocopies and/or electronic images of Exception Items and to instruct Bank whether to pay or return those items.

2. Definitions. The following terms have the meanings ascribed to them below as used in this Service Terms and Conditions:

a. **"Check Information"** means account number, serial number, issue date, dollar amount of a Check and Payee, if applicable...

b. **"Electronic Issue File"** means Customer prepared, transmitted file of Checks issued against Customer's Account for purposes of performing Positive Pay Services.

c. **"Reporting Deadline"** means by 10:00 a.m., Central Standard Time on Business Days.

3. Authorized Representatives. Customer shall provide Bank with a list of Authorized Representatives in the Specifications. Customer represents and warrants that each individual on the current list of Authorized Representatives designated by Customer is authorized to act on behalf of Customer and that Bank may rely on the acts of any such Authorized Representative as the binding acts of Customer.

4. Positive Pay.

a. **Transmission and Input of Electronic Issue File Information.** On any day, whether or not a Business Day, on which Customer issues any Check drawn on the Account, Customer shall prepare and electronically transmit to Bank, prior to the Cut-off Time, information identifying each Check issued, as Bank may require from time-to-time, including the Check Information. If Customer is unable to electronically transmit any Check Information on the day of such issue, Customer shall electronically transmit such Check Information to Bank on the next Business Day. Bank shall input all Check Information received from Customer into Bank's Positive Pay System.

b. **Check Presentment: Payment or Return.**

(i) On the Business Day following presentment of any Check, Bank shall, by the Reporting Deadline, compare the Check Information for such Check to the Check Information contained in Bank's Positive Pay System as provided by

Customer.

(ii) If the Check Information for such Check matches the Check Information contained in Bank's Positive Pay System as provided by Customer, such Check shall be deemed conclusively authorized by Customer to be paid by Bank without further examination by Bank.

(iii) If the Check Information for such Check does not match the Check Information in Bank's Positive Pay System as provided by Customer, Bank shall review such Check for evidence of MICR misencoding or misreading. If Bank determines that there has been a MICR misencoding or misreading, Bank shall make the necessary corrections and such Check shall be deemed conclusively authorized by Customer to be paid.

(iv) If there has been no MICR misencoding or misreading with respect to such Check, or if after such correction the Check Information for such Check still does not match the Check Information in Bank's Positive Pay System as provided by Customer, Bank shall notify Customer by the Reporting Deadline of the Exception Item. An Authorized Representative of Customer must provide to Bank a "pay" or "no pay" decision on any Exception Item for that Business Day by the Cut-off Time. Bank shall return such Check to the depository bank unpaid if a "no pay" decision is provided by Customer. Bank shall pay such Check if a "pay" decision is provided by Customer. If Bank does not receive any such instruction with respect to a "pay" or "no pay" decision, Customer shall be deemed to have instructed Bank to return such Exception Item to the depository bank unpaid.

(v) Instructions by Customer shall be made in accordance with the requirements contained in the Specifications. Bank shall follow any such instruction from Customer complying with the requirements of the Specifications.

c. **Back-up Process.** In the event that iBusinessBanking™ is not available and/or Customer cannot access the online system to review the Exception Item report, Bank may, in its sole discretion and to the extent that Bank has received the requisite Electronic Issue File, fax an Exception Item report to Customer's fax number. In the event that Bank provides Customer with an Exception Item report via facsimile, Customer must notify Bank of its "pay" or "no pay" decision by the deadline by faxing a completed copy of the form shown in the Specifications to Bank at the fax number shown thereon. Bank will then process the Exception Items in accordance with the provisions above.

5. **Reverse Positive Pay.** If Reverse Positive Pay is selected, on each Business Day, Bank will provide notification and post a list of presented Checks on the online portal for Customer to make "pay" and "no pay" decisions. Checks will be paid unless Customer makes a "no pay" decision by the Cut-off Time.

6. **Stopping Payment or Voiding a Serial Number.**

a. If Customer desires to stop payment on an issued Check, Customer must issue a stop-payment order with respect to such Check in accordance with Bank's usual stop-payment procedures. Service fees will apply to Checks returned in accordance with such stop payment procedures.

b. If Customer desires to void a Check serial number or range of Check serial numbers not yet issued, Customer must deliver to Bank a void file in a method and format mutually agreed upon by Customer and Bank.

7. **Limitations.**

a. **Checks Covered by Service.** This Service applies to Checks that are presented for payment to Bank through normal interbank clearings. It is not designed to compare Customer's list of issued Checks against Checks that are Presented in any other manner (e.g. at a teller window, through an automated teller machine, or by mail). At Bank's sole discretion, Bank may attempt to compare Customer's list with such Checks, however, Bank will not be liable for failure or refusal to do so.

b. **Reliance.** Bank will not be obligated to verify signatures on any Checks that match the Electronic Issue File. Bank will not be required to physically examine matching Checks to confirm they are properly signed, completed and encoded. Bank may rely on such a process and the process will be deemed an acceptable standard of care for this Service and Account. Customer understands that the Service may not identify counterfeit or duplicate Checks. As such, Customer must review promptly all Bank Statements, returned Checks, reports and other item and transaction information Bank makes available to it.

8. **Limitation of Liability.** Nothing in these Service Terms and Conditions is intended to limit Bank's right to return a Check unpaid if there are insufficient available funds in the designated Account(s). Bank shall have no responsibility for liability, loss or damage resulting from (i) the return of any Exception Check to the depository bank in accordance with these Service Terms or (ii) Bank, in its sole discretion, determining that a Check is not properly payable or (iii) Customer's failure to meet the established deadlines.

SWEEP SERVICE TERMS AND CONDITIONS

1. **Scope of Services.** Bank offers its commercial clients the following automatic Sweep Service options under the Treasury Management Agreement:

- Target Balance Sweep
- Zero Balance Sweep
- Commercial Loan Sweep
- MaxSafe MMDA Sweep

2. **Definitions.** The following terms have the meanings ascribed to them below as used in this Service Terms and Conditions:

a. **"Excess or "Excess Funds"** means the amount of Available Funds as of the close of business on any Business Day, which exceeds the Target Balance.

b. **"MMDA"** means a money market deposit Account.

c. **"Primary Account"** means one or more Accounts, as shown on the Specifications, that Customer has designated as being covered by the Sweep Service described herein and from which Customer authorizes Bank to transfer Available Funds, on a daily basis, to or from a Target Balance Account in order to achieve the selected sweep of funds. The Primary Account will be another Account at Bank if the Sweep Service selected is a Zero Balance or Target Balance Sweep; the Primary Account will be the Credit Account if the Sweep Service selected is a Commercial Loan Sweep; the Primary Account will be an MMDA at an affiliate bank if the Sweep Service selected is a MaxSafe MMDA Sweep.

d. **"Shortfall"** means the amount by which the Target Balance exceeds the amount of Available Funds as of the close of business on any Business Day.

e. **"Target Balance Account"** means an Account that Customer has designated on the Specifications as being covered by a Sweep Service described herein and on which Customer authorizes Bank to transfer out on a daily basis funds in the amount of any Target Balance Excess, and/or, in some Sweep Services, to transfer funds in the amount of any Target Balance Shortfall so that at the opening of each Business Day the Target Balance Account will have the Target Balance.

f. **"Target Balance"** means that amount of funds that Customer desires to maintain in the Target Balance Account. The Target Balance will be established as a range consisting of a minimum ("Floor"), a maximum ("Ceiling"), and "Increment." For the Zero Balance Sweep Service, the Target Balance will be zero.

3. **Target Balance Sweep.** This Sweep Service will transfer on each Business Day to one or more Primary Accounts the amount of Excess Funds in a Target Balance Account and, as needed, will transfer on each Business Day from one or more Primary Accounts to the Target Balance Account amounts necessary to cover any Target Balance Shortfall. In each event, the funds will be swept in increments as provided in the Specifications.

4. **Zero Balance Sweep.** This Sweep Service transfers on each Business Day to the Primary Account any Excess Funds from any Target Balance Account (for this purpose, referred to as a "Zero Balance Account") designated by Customer, and to transfer, on each Business Day, from the Primary Account to the Zero Balance Account amounts necessary to cover any Target Balance Shortfall in any Zero Balance Account so that at the beginning of each Business Day, each Zero Balance Account designated by Customer, will have an Available Funds balance of zero ("0").

a. **Funds on Deposit.** Customer shall make arrangements for there to be sufficient Available Funds in the Primary Account to cover all items drawn on the Zero Balance Account ("Items") presented for payment on the Business Day on which presentments are made. Items drawn on the Zero Balance Account shall conform to check specifications provided by Bank to Customer. Issuance of Items, which have not received Bank's prior approval as to compliance with Bank's check specifications, may result in charges for extra processing.

b. **Transfers, Credits and Returns.** Bank will automatically transfer funds from the Primary Account to the Zero Balance Account to cover Items that are presented for payment. To the extent that such Available Funds, in the Primary Account, are insufficient to cover such Items, Bank is authorized to transfer Available Funds by provisional credit to the Zero Balance Account in an amount equal to the total of all amounts payable on all Items, which are presented to Bank. If the Available Funds on deposit in the Primary Account are insufficient for such purpose, Bank may in its sole discretion revoke the provisional credit to the Zero Balance Account and return the Items which created such provisional credit unpaid, or Bank may in its sole discretion provisionally advance the necessary additional funds to Customer and transfer such provisional credit in the amount thereof to the Zero Balance Account (any such transfer or provisional credit shall remain revocable, at all times, by Bank in its sole discretion prior to midnight of the day following presentment of the items). If Bank should provisionally advance any funds to Customer, such action shall not establish a course of dealing between the parties that shall require Bank to provisionally advance any additional funds. If Customer fails to repay any such provisional advance on the Business Day on which Bank notifies Customer of such advance, Bank shall,

without any requirement of prior notice to Customer, automatically reverse such provisional credit, initiate a debit in the amount of the original advance to the Zero Balance Account, and return any or all affected Items unpaid. Bank also may return any Items, which Bank determines, are not properly payable.

5. **Commercial Loan Sweep.** This Sweep Service provides Customer with an automated process to advance on Customer's Bank Credit when Customer's Target Balance Account drops below the Target Balance and alternatively, to pay down Customer's Credit using Excess Funds above the Target Balance.

a. **Definitions.** For the purposes of the Commercial Loan Sweep Service, the following terms have these meanings:

(i) **"Credit"** means any loan arrangement to Customer, which is designated as a revolving line of credit or which Bank and Customer have otherwise agreed will be subject to the Sweep Service described in this Section.

(ii) **"Credit Agreement"** means any loan agreement, promissory note, guaranty or other agreement, instrument or document that evidences, secures or guarantees the Credit.

(iii) **"Event of Insolvency"** means any of the following: (A) Customer or Guarantor shall die or cease to exist; (B) any Guarantor shall attempt to revoke its guaranty or other obligation to Bank, or such guaranty or other obligation shall become unenforceable in whole or in part; (C) any bankruptcy, insolvency or receivership proceeding, or any assignment for the benefit of creditors, shall be commenced under any Federal or state law by or against Customer or any Guarantor, (D) Customer or any Guarantor shall become the subject of any out-of-court settlement with its creditors; or (E) Customer or any Guarantor is unable or admits in writing its inability to pay its debts as they mature.

(iv) **"Guarantor"** means any guarantor, surety, accommodation party or joint obligor of the obligations of Customer under the Credit.

b. **Repayment Transaction.** As of the close of business on each Business Day, Bank will determine the amount of Excess Funds, if any. If Bank determines that there are Excess Funds, Bank will debit the Target Balance Account and credit the Credit in an amount equal to the lesser of (i) the amount of Excess Funds or (ii) the outstanding principal balance of the Credit plus all interest, fees and charges then outstanding under the Credit (a "Repayment Transaction"); provided, however, that Bank will not be required to initiate any Repayment Transaction in an amount less than a minimum sum mutually agreeable to Bank and Customer as defined in the Specifications. Customer grants Bank a security interest in, and right of set-off with respect to, the Account for purposes of effecting Repayment Transactions.

c. **Loan Transaction.** As of the close of business on each Business Day, Bank will determine the Shortfall, if any. If Bank determines that there is a Shortfall, Bank will charge the Credit in an amount equal to the lesser of (i) the amount by which such Available Funds are less than the Target Balance or (ii) the amount which is available to be borrowed under the Credit (the lesser of such amounts being referred to as the "Loan Amount"), plus the amount of any fees and charges under the Credit and credit the Account in an amount equal to the Loan Amount (a "Loan Transaction"); provided, however, that Bank will not be required to initiate any Loan Transaction in an amount less than a minimum sum mutually agreeable to Bank and Customer as defined in the Specifications. Bank will not be required to initiate any Loan Transaction if any default exists under any Credit Agreement or these Service Terms and Conditions or Bank is

otherwise excused or prohibited under any Credit Agreement or applicable laws from making an advance to Customer. In addition, Bank will not be required to initiate any Loan Transaction, and the Service hereunder shall immediately and automatically terminate without notice, if (A) the Credit has matured or been terminated; (B) Customer has cancelled the Credit; (C) an Event of Insolvency has occurred; or (D) Bank has demanded payment under the Credit.

d. Effect on Credit Agreement and Other Agreements.

The terms of the Credit Agreement are hereby modified to include the terms and provisions of these Service Terms and Conditions, including, without limitation, Section 5.b and 5.c hereof. However, these Service Terms and Conditions are not intended to and shall not be construed to modify or supersede the Credit Agreement or the respective rights and obligations of Customer and Bank as therein provided or any other agreements, terms, conditions, rules or regulations of Bank as may be applicable to the Credit or the Target Balance Account, including, without limitation, any requirements relating to minimum balances and service or other charges. In the event of any conflict between these Service Terms and Conditions and the Credit Agreement, the Credit Agreement will prevail with respect to the Line of Credit.

e. Other Sweep Services. If Bank has agreed to provide any other Sweep Service to Customer pursuant to which Bank is authorized to transfer Excess Funds from the Account, (i) these Service Terms and Conditions shall prevail over the terms and conditions of such other Service, (ii) Bank may initiate a Repayment Transaction or Loan Transaction under these Service Terms and Conditions in lieu of or prior to initiating the transfer of Excess Funds under such other Service and (iii) Bank shall not be in default as to such other Service solely by reason of not initiating the transfer of Excess Funds under such other Service.

f. Overdrafts. Bank may debit the Target Balance Account as set forth in Section 5.b even though, subsequent to such debit, and as a result of additional transfers or withdrawals from the Target Balance Account, the return of Checks unpaid, or any other cause, the Target Balance Account becomes overdrawn. In such event, Customer will be assessed Bank's then prevailing charges for overdrafts.

6. MaxSafe MMDA Sweep. Under this Sweep Service, Bank will sweep any Target Balance Excess in the Target Balance Account on any Business Day in increments selected on the Specifications to one or more Primary Account(s) that is/are MMDA Account(s) at one or more Affiliate banks such that Customer has no more than the maximum FDIC-insured amount (\$250,000) in any one Affiliate bank account. Funds will automatically sweep back to the Target Balance Account, subject to maximum limitations established by law.

a. Activity Report. Bank shall furnish to Customer a monthly Activity Report which will include a description of the Account balances in each Affiliate bank. The sweep transactions will also appear on Customer's Bank Statement.

b. Appointment as Agent. Customer hereby appoints Bank, and such of Bank's officers or employees as Bank may designate, as Customer's agent for purposes of conducting all banking administrative functions in connection with Account reviews, sweeps and other actions authorized under this Sweep Service.

THIRD PARTY INTEGRATION SERVICE TERM AND CONDITIONS

1. Scope of Service and Authorization of Third Party

Integrator. Customer has retained a third party to act as an integrator (the "Third Party Integrator") on its behalf in connection with receiving Account transaction and remittance information processed by Bank. Customer authorizes Bank to provide all transaction files posted to the Account to the Third Party Integrator, provided that Bank has no direct obligation to the Third Party Integrator hereunder. Customer will notify Bank of any changes in the Third Party Integrator or its authority immediately. Customer is responsible for all actions of the Third Party Integrator, and the security measures the Third Party Integrator uses to access information provided by Bank, and will indemnify, defend and hold harmless Bank against any claims, damages or losses occasioned by Customer's use of the Third Party Integrator.

2. Process. Bank will onboard the Third Party Integrator based on the Specifications and create a Customer folder on the SFTP server. Under this Service, the system will access all transactions in the Account and post the file for Customer in BAI format. The system will access all remittance information and post file(s) for Customer in mutually agreed format.

3. Security Procedures. Customer will name Authorized Representatives in the Specifications who will access and control the Service through Security Devices.

WINVOICE SERVICE TERMS AND CONDITIONS

1. Scope of Service. This Service provides an online invoice payment application to initiate check, ACH and credit card payments and allows for integration with Customer's accounts payable software. The Service streamlines the accounts payable process by providing invoice data capture, document management, invoice and payment routing and approval, and payment execution.

2. Additional Requirements. Customer must subscribe to the ACH Origination Service in order to initiate ACH payments using this Service. Customer must subscribe to the Positive Pay Service in order to initiate Check payments using this Service. Authorized Representatives must enter into an electronic End User Licensing Agreement ("EULA") with the Service Provider to access the Service.

3. Product Options. The Service Provider also makes available a variety of third-party products and payment options to which Customer may subscribe that are described in, and subject to, the EULA.

4. Security Procedures. Customer will name Authorized Representatives in the Specifications who will access and control the Service through Security Devices.

- 5. Process.**
- a. Authorized Representatives will download invoices, enter coding, attach additional files, and route for internal approval.
 - b. Authorized Representatives who are authorized to approve invoices may click online to approve each invoice or return for re-work.
 - c. Authorized Representatives will select the invoices to pay, when the payment is to be initiated and the method of payment (Check, ACH or credit card).
 - d. Payments and invoices are automatically posted to Customer's accounts receivables software, if applicable.

WIRE TRANSFER SERVICE TERMS AND CONDITIONS

1. Scope of Services. These Services provide Customer with the ability to transfer funds to or from the Customer's

Account(s). Customer may initiate repetitive wire transfers, non-repetitive wire transfers, wire transfers on the basis of standing orders, wire transfers to draw down the Account, and reverse wire transfers, each of which is described below, and may initiate wire transfers: via iBusinessBanking™, in writing, orally, by telephone, by fax, by e-mail or by any other means agreed to by Customer and Bank.

2. **Definitions.** The following terms have the meanings ascribed to them below as used in this Service Terms and Conditions:

a. **"Fedwire"** means the funds transfer system owned and operated by the Federal Reserve Banks that is used primarily for the transmission and settlement of payment orders, but does not include the system for making ACH transfers.

b. **"Repetitive Code"** has the meaning set forth in Section 3.b.

c. **"Standard Security Procedures"** means Bank's recommended Security Procedures set forth in the Specifications, as such procedures may be changed from time-to-time.

d. **"Telephone PIN"** means the code issued by Bank to the Customer for the purpose of identifying the Customer when communicating telephonically regarding a wire transfer.

3. **Types of Wire Transfers.**

a. **Non-Repetitive Wire Transfers** are one-time transfers initiated by a Customer, where the Customer provides all information required by Bank to process such wire transfer, including, but not limited to, the Account from which the wire transfer will be made, the name and ABA routing number or SWIFT number of the bank holding the account to which the transfer will be made, the number of the account to which the transfer will be made, and the name of the beneficiary of the transfer. These wire transfers do not have assigned Repetitive Codes.

b. **Repetitive Wire Transfers** are transfers for which Customer provides predefined information that may be used to initiate Requests on a repetitive basis, changing only the dollar amount of each transfer. The Customer sets up a Repetitive Wire Transfer using the appropriate form in the Specifications. When a Repetitive Wire Transfer is set up, the transfer is assigned a code (a "Repetitive Code") that the Customer may use to initiate subsequent Requests using the predefined information. Repetitive Wire Transfers made pursuant to a Standing Order are addressed in Section 3.c.

c. **Standing Orders** are Repetitive Wire Transfers that will be initiated automatically on the same date during each month, by establishing an order for such transfers using the appropriate form in the Specifications. Once the Customer establishes a Standing Order, the Request described in the Standing Order will be initiated automatically each month unless and until the Customer submits a new Standing Order form canceling the Standing Order, and Bank has had a reasonable opportunity to act on the instructions in the new Standing Order form.

d. **Reverse Wire Transfers** (also referred to as a **"Draw Down"**) are at another financial institution to effect a transfer out of an Account, provided that Customer has completed the appropriate form in the Specifications.

e. **Foreign Transfers** or **"FX"** are transfers of funds in a currency other than U.S. Dollars that will be processed via a correspondent of Bank's choosing. Any loss due to the

exchange of currencies arising from a subsequent cancellation of such Request or because of a rejection of delivery for any reason shall be for Customer's account. Bank's fees at the outset cover only its costs for such Requests. Additional fees can be (and often are) incurred by necessary tracing, recall of funds, rate changes and verifications required by foreign banks over which Bank has no control and any additional costs or fees are passed on to Customer. Customer agrees that if Bank utilizes the services of other banks for the purpose of giving effect to any Request or order for the transfer of funds in foreign currency, Bank does so for the account of, and at the risk of, Customer.

4. **Process. Customer authorizes Bank to transfer funds to and/or from any Accounts which are designated in the Specifications.** Bank, subject to its current Security Procedures, will execute wire transfers in accordance with Requests from Authorized Representatives, whose authorities are provided in the Specifications.

5. **Limitations.** Bank reserves the right to limit the availability of wire transfer services based on such factors as credit worthiness, the length and extent of Customer's relationship with Bank and its Affiliates, transaction and experience history, and such other factors as Bank, in its sole discretion, deems relevant.

6. **Fedwire Notice.**

In acting on any Request, Bank may utilize any means of transmission, funds transfer system or intermediary bank reasonably selected by Bank, which it considers suitable, including, but not limited to Bank's own internal systems and Fedwire, even if Bank's selection differs from instructions in the Request.

In connection with Customer's use of this Service, Bank notifies Customer that Bank may use Fedwire when acting upon Customer's Request and any subsequent bank may use Fedwire when carrying out Customer's Request.

7. **Security and Access.**

a. **Standard Security Procedures.** Except as provided in Section 7.b., Customer shall use the Standard Security Procedures when Customer delivers Requests to Bank. Each time Customer uses the Service, Customer represents and warrants to Bank that it has determined that, in view of Customer's requirements, the then-current Standard Security Procedures are a commercially reasonable method of verifying the authenticity of Requests. Customer agrees that Bank may act upon any Request, the authenticity of which has been verified by Bank through the use of the then-current Standard Security Procedures. Customer acknowledges that Bank may change its Standard Security Procedures from time-to-time.

b. **Alternative Security Procedures.** If provided in the Specifications, Customer may opt-out of the use of the Standard Security Procedures by indicating in the Specifications that Customer elects to use alternative procedures (the "Alternative Security Procedures"). **However, in the case of a Request via fax or e-mail or a Request under the Foreign Currency Account Service, Customer may not opt-out and the Standard Security Procedures will always be followed.** Bank reserves the right to further limit the opt-out from time-to-time in order to assure the security of Requests. Customer represents and warrants that it has determined that any Alternative Security Procedures specified by Customer are a commercially reasonable method of verifying the authenticity of Requests, and that Bank may act upon any Request the

authenticity of which has been verified by Bank through the use of such Security Procedures.

Customer acknowledges and agrees that, in addition to the limitations on Bank's liability and Customer's indemnification of Bank otherwise provided in this Treasury Management Agreement, Customer assumes all additional risk and liability resulting from Customer's decision to opt-out of the Standard Security Procedures and agrees to indemnify and hold Bank and its officers, directors, employees and agents free and harmless from and against any and all claims, demands, expenses (including, without limitation, attorneys' fees, expenses and costs), losses or damages of any nature whatsoever that are incurred by Customer as a result of Customer's decision to opt-out of the Standard Security Procedures.

c. **Telephone PINs.** Bank may assign to Customer one or more confidential Telephone PINs to be used when requesting, verifying or otherwise communicating regarding a wire transfer telephonically. Requests called in to the Wire Transfer Department may not be acted upon without use of the Telephone PIN.

8. **Customer Responsibilities.** Customer shall deliver each Request in accordance with the requirements of the Service Terms and Conditions and any applicable Specifications. Customer agrees that it shall not initiate any Request which would cause the applicable Account balance, according to Bank's records, to be exceeded. Customer further agrees that if a conflict occurs regarding the applicable Account balance, Bank's records will be controlling for the processing of any Request.

9. **Bank Responsibilities.**

a. **Acceptance and Execution of Request.** Subject to these Service Terms and Conditions and the applicable Specifications, Bank will act upon a Request after receipt of such Request in accordance with the Security Procedures by making applicable accounting entries or by transmitting payment instructions to the applicable bank or other party (i) no later than the stated transfer date (if such date is not earlier than the day such Request is received and is a Business Day) or (ii) on the day such Request is received if no transfer date is stated, if such Request is received prior to Bank's applicable Wire Transfer Cut-off Time on a Business Day. If the scheduled transfer date specified by Customer is not a Business Day, or if Bank receives a Request that does not specify a transfer date on a day that is not a Business Day, Bank will process the transfer on the next Business Day. Any Request received by Bank after the applicable Wire Transfer Cut-off Time may be treated as received by Bank on the next Business Day. Bank's acting upon a Request will also be subject to the business day schedule of any bank or other party holding an account to be debited or credited under the Service. Wire Transfer Cut-off Times are subject to change from time-to-time at the sole discretion of Bank.

No instructions or other restrictions limiting Bank's acceptance of Customer's Request(s) shall be effective unless accepted and agreed to in writing by Bank. However, Bank, at its option, may elect to act on instructions or other restrictions, which it believes in good faith, were made by Customer. Customer's Request is considered accepted by Bank when Bank executes it.

b. **Rejection of Request.**

(i) Bank has a right to reject Customer's Request for an outgoing wire transfer for any reason including, but not limited to, the following:

(A) Insufficient funds or insufficient collected funds in the amount specified in the Request; provided that Bank may, in its sole discretion, allow an overdraft to complete a funds transfer, and Customer agrees to repay Bank immediately, without demand, the amount of the overdraft plus any overdraft charges. Additional terms and conditions contained in Customer's Account Agreement may apply;

(B) If the Request does not conform in form and substance with the requirements of this Agreement and any applicable forms attached hereto;

(C) If Bank is unable to verify the authenticity of a Request through the use of the Security Procedures;

(D) If Bank suspects fraud in connection with a Request; or

(E) Based on Bank's internal controls.

(ii) In the event that Bank debits an Account before Bank ascertains that there are insufficient funds in such Account to cover a Request, Bank may make an offsetting reversal of such debit once Bank determines that there are insufficient funds.

(iii) If the beneficiary of any wire transfer is a person or entity listed on the list of Specially Designated Nationals and Blocked Persons issued by OFAC, Bank shall not be obligated to complete the transfer and may "block" the funds until such time that OFAC issues a written release to Bank. In addition, if a wire transfer into Customer's Account is from a person listed on OFAC's list of Specially Designated Nationals and Blocked Persons, Bank shall not be obligated to accept the transfer.

(iv) Bank will notify Customer by telephone of the rejection of any Request. Notices of rejection will be effective when given.

10. **Cancellation or Amendment.** Bank has no obligation to cancel or amend a Request after its receipt by Bank or to cancel or amend any particular funds transfer Request by a standing order instruction which is in effect. If Customer sends Bank a Request instructing Bank to cancel or amend a prior Request and Bank is able to verify the authenticity of the cancellation or amendment Request using the Security Procedures, Bank will make a reasonable effort to act on that Request, provided that (a) Bank will have no liability if it fails to act on or complete such Request, and (b) Customer agrees to indemnify and hold Bank harmless from any and all liabilities, costs, and expenses that Bank may incur in attempting to cancel or amend the Request.

11. **International Wire Transfers.** From time-to-time, Bank experiences various difficulties in transferring funds to certain countries. Those difficulties include (but not by way of limitation): (a) excessive delay in applying funds; (b) incorrect application of funds; (c) disappearance of funds; (d) excessively slow response to inquiries; or (e) government restriction on the transfer of such funds. In addition, countries and their subdivisions where the recipient is wired funds charge transfer taxes and other transfer fees that reduce the amount received. Customer hereby acknowledges and assumes any expense in connection with such transfers which may be incurred by Bank in addition to normal and customary charges. Customer is obligated to comply with all laws relating to the transfer of funds for foreign countries, individuals, or agencies. Noncompliance may result in the delay of wire transfer Requests, fines equivalent to a percentage of the principal or confiscation of the entire principal amount of the transfer if an attempt is made to transfer funds to a sanctioned individual, agency and/or country.

SWIFT CORPORATE SERVICE TERMS AND CONDITIONS

1. **Scope of Service.** The SWIFT Corporate Service permits Customer to send instructions to Bank to initiate payment on Customer's account to payees located worldwide. Transaction charges will apply.

The provisions of the Wire Transfer Service Terms and Conditions or Wire Transfer Agreement, as applicable, apply to SWIFT Requests, except as provided below.

2. **Process and Security.** SWIFT Requests will be initiated by Customer using the SWIFT Network. Customer must complete a SWIFT Relationship Management Application (RMA) with Bank prior to a SWIFT Request being processed. In using the website, Customer must adhere to the rules applicable to such website, including the Security Procedures, and to the SWIFT Corporate Rules and provide all of the information required in the format required by SWIFT. Bank will issue Customer a Telephone PIN for telephone SWIFT Requests in the event SWIFT is not available. There will be no call-backs for this Service. Customer must monitor use by its Authorized Representatives and hereby agrees to hold Bank harmless for any loss occasioned by its use of the Service, unless caused by the gross negligence or willful misconduct of Bank.

3. **Role of Bank.** Bank will forward Customer's instructions received via the SWIFT Network to forwarding banks under the SWIFT Corporate Rules in order to arrange for the payment of the specified amounts in favor of the payee. Bank is not responsible for any inaccuracies or insufficiencies in information received from Customer in the SWIFT Request. Bank cannot act on instructions it does not receive. If the SWIFT Request is not delivered to Bank, the SWIFT Request will not be executed. Customer may subscribe to receive SWIFT messages in order to track SWIFT Requests. In the event that Bank misses a deadline for submission of a SWIFT Request whether due to its delay or delay by Customer, Bank shall not be liable to Customer for such delay, but shall use good faith efforts to meet the next succeeding deadline.

4. **Currency Conversion.** The Service may permit Customer to initiate payments in currencies other than U.S. dollars. The conversion rate will be the spot rate offered by Bank at the time the SWIFT Request is executed. Customer fully assumes the risk that rates may change after a SWIFT Request is initiated. The rate offered by Bank to Customer may not be the same rate that is available to Bank in the interbank or other market, and Bank or its Service Providers may retain any spread between the rates obtained by them and the rates offered to Customer.

5. **Limitation of Liability for the SWIFT Website.** CUSTOMER AGREES THAT BANK IS A MERE INTERMEDIARY FOR SWIFT, THE SERVICE PROVIDER OF THE WEBSITE. BANK HEREBY DISCLAIMS ANY LIABILITY, HETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY DIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, IN CONNECTION WITH THE WEBSITE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY OR IRREGULARITY WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENCE OR OTHERWISE, OF THE SERVICE PROVIDER.

iBUSINESS™ FX SERVICE TERMS AND CONDITIONS

1. **Scope of Service.** The purpose of this Service is to provide Customer with the ability to transfer funds to or from

the Customer's Account at Bank using the iBusiness FX Online Wire Transfer Services website designated by Bank ("Designated FX Website").

The provisions of the Wire Transfer Service Terms and Conditions apply to FX Requests, except as provided below.

2. **Process.** Customer authorizes Bank to transfer funds to and/or from any Accounts which are designated in the Specifications. Bank, subject to its current Security Procedures, will execute wire transfers in accordance with Requests from Authorized Representatives through the Designated Website.

3. **Security and Access.**

a. **Security Procedure.** The Security Procedure consists of the use of access codes and the specific designation of authorities for Authorized Representatives on the Designated FX Website. Customer stipulates that the Security Procedure is a commercially reasonable method of providing security against unauthorized payment orders. Use of the Security Procedure and Customer's agreement to the Security Procedure is a material part of the inducement for Bank to provide the Service on the terms set forth herein.

b. **Authorization.** Customer shall designate on the Designated FX Website the Authorized Representatives who are authorized to make decisions with respect to the Service hereunder, and of the authority granted to each Authorized Representative. Customer shall promptly update such designations on the Designated FX Website, and Customer is responsible for all such designations until they are updated by Customer with sufficient time for Bank to act pursuant to such updates. Customer represents and warrants that each Authorized Representative is authorized to act on behalf of Customer to the extent selected on the Designated FX Website, and that Bank may rely on the acts of any such Authorized Representative as the binding acts of Customer, provided that such acts are within the authority of such Authorized Representatives as selected on the Designated FX Website.

4. **Customer Responsibilities.**

Request Delivery. Customer shall deliver each Request in accordance with the requirements of these Service Terms and Conditions and any applicable Specifications.

Customer may not re-sell, access, or subcontract the Service to or for any other person.

5. **Currency Conversion.** The Service permits Customer to initiate wire transfers in currencies other than U.S. Dollars (a "Foreign Currency"), by either specifying a transfer amount in a Foreign Currency or by specifying an amount in U.S. Dollars to be converted into a Foreign Currency. Conversely, Customers may sell foreign currency to the Bank. The conversion rate used to convert U.S. Dollars into the Foreign Currency (or vice versa) will be the rate offered by Bank at the time the wire transfer is approved by the Customer at time of trade execution. Customer fully assumes the risk that rates may change after an FX transaction was executed by customer and that cancellation of said transaction may result in loss due to currency fluctuations. The Bank or its service providers may retain any spread between interbank rates obtained by them and the rates offered to Customers.

6. **Rules and Regulations for Use of the FX Designated Website.** All the visitors to the Designated Website must adhere to the Rules and Regulations provided in the Specifications, if applicable, or on the Designated Site.



Memorandum

To: Park Board of Commissioners

From: Mari-Lynn Peters, Director of Finance; Brian Romes, Executive Director

Date: February 25, 2020

Subject: **Davis Bancorp Armored Car Services Agreement**

Summary

The Park District's current agreement with Brinks Armored Car Services expires February 29, 2020. Because prices have been increasing, and we have not been pleased with the service provided, staff felt it appropriate to issue an RFP for Armored Car Services. Bids were received from Davis Bancorp, U.S. Messenger Services, Loomis, and GardaWorld. Brinks felt they could not bid for this contract. The vendor selected will provide all armored pickups for the District and deposit pickups at Highland Park Bank & Trust. References from other Districts have been outstanding for Davis and our former customer service representative from Dunbar (recently purchased by Brinks) is now with Davis.

Financial Impact

Bids received ranged from less than \$15,000 per year to over \$30,000 per year. Currently, the Park District is paying slightly over \$18,000 per year with Brinks. Davis Bancorp offered service at \$14,725 with no extra costs other than holiday pick up, which we do not participate in. The contract can be rolled over for up to three years and has had been reviewed by Park District Attorney, Ancel Glink.

Recommendation

Staff recommends approval from the Park Board of Commissioners of the Davis Bancorp Armored Car Services Contract.



DAVIS
BANCORP

March 1, 2020

Commencement Date

Catie Wloch

Account Representative

This agreement,

Dated 20 February, 2020 between Davis Bancorp Incorporated,
Day Month Year

(Hereinafter referred to as "Davis") and Park District of Highland Park

Doing business as (d/b/a), trading as (t/a), and/or operating under the franchise name of

Park District of Highland Park

Whose principal corporate place of business and custody of records is located at

636 Ridge Road

Street Address

Highland Park

City

IL

State

60035

Zip

(Hereinafter referred to as the "Client")

Shall be governed for and in consideration of the mutual covenants and agreements and of the payments hereinafter mentioned, and the parties hereto agree to the following:

(1) The Client and Davis agree that all service performed for the Client by Davis [REDACTED] as specified in this Agreement and its exhibits shall be performed pursuant to the provisions, terms, and conditions of this Agreement. No changes or modifications to this Agreement shall be effective unless reduced to writing and approved by Client and Davis in the manner provided by law.

[REDACTED]

The parties recognize that due to economies of scale and efficiencies of operation, the level of compensation specified in all agreements between Davis and Client together with that specified in paragraph 2 is based upon services to the Client being performed as a complete unit.

SCHEDULE OF SERVICES AND ATTACHED EXHIBITS

Armored Transportation (A)
Cash Vault Service (C)
Secure Storage (E)
Investigative / Asset Recovery (G)

Cash Processing Service (B)
Scheduled Courier Service (D)
Security Officers (F)
ATM Service (H)

(2) Client agrees to pay Davis the following charges plus all applicable sales, use, and/or similar taxes.

<u>Scheduled Armored Transportation</u>	\$ <u>1227.00 Per Month</u>
_____	\$ _____
_____	\$ _____

Holiday charges shall apply on legally declared national and state, [REDACTED] holidays. Presently observed holidays follow those designated by the Federal Reserve Bank of the United States, and include, but are not permanently limited to, Birthday of Martin Luther King Jr., President's Day, Columbus Day, and Veterans Day. Service will not be rendered on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. Client agrees to pay additional charges for each request of unscheduled service.

(3) Client agrees to pay Davis upon receipt of each invoice for the charges stated in the above Schedule for the services stipulated therein and federal, state, and local taxes, where applicable, shall be added to said charges. A service charge of one and one half percent (1.5%) per billing period of the amount unpaid, or such lesser rate as allowed by law, is due and payable to Davis on all invoices not paid in full within thirty (30) days of the invoice date. For all invoices outstanding beyond thirty (30) days Client agrees to pay costs of collection, including reasonable attorney's fees and accrued interest, as incurred by Davis.

(4) Davis shall be responsible for the direct supervision of all Davis Personnel through designated representatives who will be available at reasonable times to consult with Client or its designated representatives.

(5) The services to be rendered under this Agreement by Davis shall be in conformity with the operating procedures mutually agreed upon and formally stipulated by Client and Davis. If, at the request of Client, Davis Personnel are assigned duties other than those agreed to by Davis, Client shall assume complete responsibility for any and all liability arising therefrom, except to the extent arising from the gross negligence or willful misconduct of the Davis Personnel. Davis will remove from service as soon as a qualified replacement is available (but not later than five (5) business days) any Personnel who, in Client's opinion, are not qualified to perform work assigned.

(6) If Client alters the originally agreed Schedule of service during the term of this Agreement, Davis will exercise its right to assess a surcharge in addition to any agreed change in charges in Paragraph 2. Client and Davis agree charges presented in Paragraph 2 are based on a variety of factors, including, but not limited to, Client's declared shipment liability, proportion of Client contracted services, number of Client endpoints, and scheduling synergies and capacity at the time of calculation.

(7) Client agrees that it will not, for a period of at least one (1) year after termination of this Agreement, hire for its own account any Personnel furnished by Davis to Client in the performance of this Agreement and who are still employed by Davis. In the event Client violates the provisions of this Paragraph, Client shall pay the sum of \$2,500.00 for each such person employed in violation hereof.

(8) The compensation in Paragraph 2 above will remain in effect until each annual anniversary or in the event of change in any federal, state, or municipal legislation, regulation, administrative ruling, [REDACTED] energy crisis, or insurance crisis affecting any change in work hours, working conditions, or the cost of performing this Agreement. Davis shall notify Client in writing of the change in the charges to be billed Client and the effective date of the change (which shall be not less than thirty (30) days after the date of the notice), and Client hereby agrees to notify Davis of any dispute arising thereof within fifteen (15) days of such notification of change. Client may terminate this Agreement without penalty in the event Davis exercises the option to change the charges billed to Client except where such change relates to a change in services requested by Client.

(9) Davis reserves the right to terminate this Agreement immediately [REDACTED] or if at any time during the term of this Agreement there shall be filed by or against Client in any court, pursuant to any statute, either of the United States, or of any state, territory, or possession, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver to receive all or a portion of Client's property; or if Client makes an assignment for the benefit of creditors.

(10) This Agreement may not be altered, modified, or amended, except in writing, properly executed by a duly authorized representative of Davis and Client. This Agreement and its exhibits supersede all previous agreements, oral or written, between Davis and Client, and represents the whole and entire Agreement between parties. This Agreement shall be governed by the laws of the state of Illinois.

(11) This contract shall become effective on Commencement Date and shall remain in force for [REDACTED] one (1) year from that date. Thereafter, this contract shall automatically be renewed for up to two (2) additional, one (1) year terms, up to a maximum of three (3) years unless [REDACTED] terminated by either party by notice of writing of intention to terminate, given at least thirty (30) days prior to the expiration date of any term or renewal term thereof.

(12) This Agreement is not assignable by Client without the prior written consent of Davis and any attempt to do so shall be considered a unilateral termination by Client under Paragraph 16 below. Davis shall have the right to assign this Agreement to any successor in interest to the business of Davis, pursuant to any purchase, merger, or other reorganization, provided Davis' assignee is not disqualified from contracting with the Client pursuant to any applicable law.

(13) Davis shall be liable for loss or destruction of Proof Items but only due to its negligence up to but not to exceed \$75,000 per shipment, and only if Client microfilms or remote image captures Proof Items prior to tendering the same to Davis. In this paragraph, "shipment" means the aggregate of all Proof Items collected in one (1) vehicle. Loss to Client shall include the cost of reconstruction and the loss of interest actually sustained up to \$75,000 per shipment.

(14) Sales representatives are not authorized to sign this Agreement for Davis or Client. This Agreement shall not become binding upon Davis until executed by an authorized officer of Davis or upon Client until it is approved and executed in the manner provided by law.

(15) It is agreed that the proper venue for any claims resulting from the breach of this written Agreement shall be [REDACTED] Lake County, Illinois, and that any and all such claims shall be heard non-jury. In any matter which is brought to litigation, the prevailing party shall recover its court costs and its reasonable attorney's fees. Each party hereto hereby waives venue in federal court for any action arising out of a breach of this Agreement or for any loss or damages arising out of the services performed by Davis.

(16) Should Client unilaterally terminate this Agreement prior to the scheduled termination date of this Agreement, then it is agreed that as liquidated damages, and not as a penalty, Client shall pay Davis an amount equal to seventy-five (75%) percent of the charges remaining to be paid through the scheduled termination of this Agreement.

[REDACTED]

(18) Client agrees that Davis may suspend service if Client fails to fulfill invoice obligations in full or in part, and to notify Davis of any discrepancies arising from any invoice [REDACTED], before the expiration of the Term of this Agreement, or else all such claims shall be deemed waived.

[REDACTED]

(19) Information confidential and/or sensitive in nature including, but not limited to [REDACTED], processes, [REDACTED] nonpublic personal identifying information, and other materials marked "confidential" shall not be disclosed to any third party either directly or indirectly. Confidential information shall be disclosed and transmitted only for the purpose of performing the duties and obligations under this Agreement or to the extent required by law.

(20) Davis reserves its right to void this Agreement if not affected by the Commencement Date.

(21) Davis makes no warranties, express or implied, and expressly disclaims any and all warranties

Client Park District of Highland Park

By _____ Title _____

Davis Bancorp Incorporated

By  Title President



DAVIS
BANCORP

(1) Davis agrees to call for and to receive from Client, or its designated agent, and to receipt therefor, sealed or locked shipments containing currency, coin, checks, securities, and other valuables (hereinafter called "Property"), and to transport and deliver same in like condition, to the consignee designated by Client between points in, and in accordance with, the following service and compensation Schedule, the charges in which are based on the liability assumed by Davis, pursuant to Paragraph 3 hereof.

(2) The Client and Davis agree that all service performed for the Client by Davis [REDACTED] specified in this Agreement and its exhibits, unless such service is performed pursuant to a separate written agreement between Client and Davis, shall be performed pursuant to the provisions, terms, and conditions of this Agreement. [REDACTED]

Service	Schedule	Shipment Liability	Commodity
Call At: Administrative Office 636 Ridge Road Highland Park, IL 60035 Deliver To: Highland Park Bank & Trust 1949 St. Johns Avenue Highland Park, IL 60035	Two (2) Designated Service Days Per Week	\$ <u>50,000</u> (Maximum)	Cash Deposit
Call At: Hidden Creek Aqua Park 1220 Fredrickson Place Highland Park, IL 60035 Deliver To: Highland Park Bank & Trust 1949 St. Johns Avenue Highland Park, IL 60035	Up to Three (3) Designated Service Days Per Week	\$ <u>50,000</u> (Maximum)	Cash Deposit
Call At: Sunset Valley Golf Course 1390 Sunset Road Highland Park, IL 60035 Deliver To: Highland Park Bank & Trust 1949 St. Johns Avenue Highland Park, IL 60035	Two (2) Designated Service Days Per Week	\$ <u>50,000</u> (Maximum)	Cash Deposit
Call At: Recreation Center of Highland Park 1207 Park Avenue West Highland Park, IL 60035 Deliver To: Highland Park Bank & Trust 1949 St. Johns Avenue Highland Park, IL 60035	Two (2) Designated Service Days Per Week	\$ <u>50,000</u> (Maximum)	Cash Deposit
Call At: Deer Creek Courts 701 Deer Creek Parkway Highland Park, IL 60035 Deliver To: Highland Park Bank & Trust 1949 St. Johns Avenue Highland Park, IL 60035	Up to Two (2) Designated Service Days Per Week	\$ <u>50,000</u> (Maximum)	Cash Deposit

Call At: Heller Nature Center 2821 Ridge Road Highland Park, IL 60035 Deliver To: Highland Park Bank & Trust 1949 St. Johns Avenue Highland Park, IL 60035	One (1) Designated Service Day Per Week	\$ <u>50,000</u> (Maximum)	Cash Deposit
Call At: Centennial Ice Arena 3100 Trailway Street Highland Park, IL 60035 Deliver To: Highland Park Bank & Trust 1949 St. Johns Avenue Highland Park, IL 60035	Up to Two (2) Designated Service Days Per Week	\$ <u>50,000</u> (Maximum)	Cash Deposit
Call At: Highland Park Golf Learning Center 2205 Skokie Valley Road Highland Park, IL 60035 Deliver To: Highland Park Bank & Trust 1949 St. Johns Avenue Highland Park, IL 60035	Up to Two (2) Designated Service Days Per Week	\$ <u>50,000</u> (Maximum)	Cash Deposit

(3) Davis agrees to assume liability, as hereinafter limited, for any loss, damage or destruction of Property (hereinafter called "loss") from the time it is received by an authorized representative of Davis until such time as it is delivered to the consignee designated by the Client to receive the same, or in the event of non-delivery, until it is returned to the Client, but Davis does not assume liability for Property while in safe(s) on the Client's premises. The sole liability of Davis in the event of loss from whatever cause, except hereinafter further limited, shall be payment to the Client of the declared value as appears on the shipping document, which sum shall not exceed the maximum amount set forth in the schedule on page one (1) of this Agreement for the designated shipment. Client agrees with Davis that in the event of loss, it will cooperate to the fullest extent to which it is capable or allowed. It is further understood and agreed that the word "shipment" wherever used in this Agreement shall mean a single consignment of one or more items of property from one shipper at one time at one address to one consignee at one destination address.

(4) The Client agrees to notify Davis in writing of any claim for loss within twenty-four (24) hours after loss is discovered or should have been discovered in the exercise of due care, and, in any event, within forty-five (45) days after delivery to Davis of the Property in connection with which the claim is asserted, and unless such notice shall have been given, such claim shall be deemed waived. The Client further agrees to furnish proof of loss in a form reasonably satisfactory to Davis or its insurer and promptly assist Davis or its insurer in all reasonable ways pertaining to recovery of said loss. Upon payment of loss hereunder, Davis or its insurance company shall be subrogated to all the Client's rights and remedies of recovery thereof.

(5) Davis agrees to cover with insurance the liability assumed in Paragraph 3 and a certificate of such insurance will be furnished to the Client upon written request. For the protection of Client in view of the liability assumed in Paragraph 6, Client or Davis may cancel and terminate this Agreement upon one (1) day's written notice in the event Davis' cargo insurance shall be either cancelled or substantially altered. Davis shall notify Client or cause Client to be notified in the event Davis receives notice from its insurer that Davis' insurance will be cancelled or substantially altered.

(6) Notwithstanding any other provisions of this Agreement, it is agreed Davis shall not be liable for any loss caused by or resulting from:

- (a) (1) Hostile or war-like action in time of peace or war, including action hindering, combating, or defending against an actual, impending, or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval, or air force, or (b) by military, naval, and air forces, or (c) by any agent of any such government, power, authority, or forces.

- (2) Any weapon of war employing an atomic fission or radioactive force whether in time of peace or war.
- (3) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, or confiscation by order of any government of public authority, or risks of contraband or illegal transportation or trade.
- (4) Nuclear reaction or nuclear radiation or radioactive contamination; all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or part caused by, contributed to, or aggravated by the peril(s) for which liability is assumed by Davis or subject to the foregoing and to all other provisions of this contract.
- (5) Inclement weather or acts of God which prevent Davis from completing deliveries.
- (6) Delay caused by the Client's failure to deliver the items to Davis at the regular service time.

- (b) Shortages claimed in the contents of the sealed or locked shipments resulting from Client error, omission, and, or misrepresentation.
- (c) [REDACTED] Davis agrees to be liable for the safety of any Property received into its possession at any time not to exceed the maximum amount stated in the schedule on page 1 hereof.
- (d) Failure to furnish any vehicle or render any service if prevented by wars, fires, strikes, or other labor troubles, acts of God, or where during the existence of any strike or labor disturbance Davis determines that in its judgment the same may endanger the safety of Client's cargo or Davis' vehicles or employees.
- (e) Breakage of statuary, marble, glassware, bric-a-brac, porcelains, and similar fragile articles.
- (f) Premeditated, willing, or conscious perpetration of the loss by Client.

(7) All movements represented in this Agreement will be delivered one (1) business day following that of collection per the same conditions and stipulations stated hereof. Client and Davis agree it is customary for Client to organize outbound shipments to match days of inbound deliveries, and day of visit to Client location is the same day Davis is to arrive to Client premises to execute inbound delivery and/or pickup of outbound shipment.

(8) Client and Davis agree transportation of the commodities identified herein and the cost agreed upon thereof, regardless of origin or total orders placed, shall be limited to five (5) total individual items inclusive of pickups and deliveries unless otherwise designated by authorized personnel from both Client and Davis.

(9) Client and Davis agree that all shipments, including pickups and deliveries, as well as requests for unscheduled service, will be transacted on Davis' operating route(s) and during Davis' normal business hours, as determined by Davis for the safety and security of services rendered. It is further agreed designated days and times of service can be modified by Davis to promote the most efficient use of Davis' vehicles and most enhanced route configuration.

(10) Client and Davis agree the supply of currency and coin in the financial system is predicated on external factors, including those determined by the Federal Reserve Bank, Bureau of Engraving and Printing, United States Mint, and other federal agencies. In instances Client utilizes a correspondent banking relationship for procuring cash (currency and/or coin) orders (Goods and Services), or otherwise requires Davis to participate in the procurement of these Goods and Services, both Client and Davis mutually agree the cost for these Goods and Services shall be Current Prevailing Rates as identified by [REDACTED] written receipt, and as influenced and subject to change by supply and demand considerations and other market factors. Client and Davis agree inventory for these Goods and Services shall be sourced in the manner stated herein.

(11) Client agrees to direct shipments only as stipulated in this Agreement and further accepts that Davis may assess additional reasonable charges as determined by Davis if additional shipments to this Agreement are inserted, willfully or otherwise, by Client beyond or in addition to those identified herein.

(12) Client agrees to comply with all preparation procedures identified by Davis, including the entry of what-to-expect (WTE) data identifying shipments made available by Client for pickup by Davis. It is further agreed Davis may suspend and/or otherwise alter the service schedule identified herein if Client fails to ship, prepare, or otherwise make available for pickup shipments, either inbound or outbound, from the location(s) identified herein for a consecutive period of four (4) weeks.

(13) Client agrees to use specific security deposit bags identified by Davis as part of this Agreement in order to ensure adequate container integrity, and Client further acknowledges that election to use product other than designated by Davis may render part(s) or whole of this Agreement unenforceable.

(14) Client agrees to comply with any requests from Davis informational in nature that may arise, whether presently or in the future, as a result of law, regulation, administrative ruling, or other that govern the services rendered within this Agreement, including but not limited to, compliance, tax law, and financial services.

(15) In instances whereby Clients ships bulk coin, bulk coin identified as wrapped or unwrapped coin exceeding twenty-five (25) individual coins of any denomination, Client agrees to utilize separate, dedicated shipping container(s) identified by Davis to reasonably accommodate greater mass, volume, and weight of said bulk coin.

RIDER

Whereas the Park District of Highland Park (Client) and Davis Bancorp (Davis), known as the Parties, have entered into an Agreement, it is

Resolved either Party reserves the right to terminate this Agreement for Cause by providing thirty (30) days written notice from the officers of the Parties, identified herein as Director of Finance (Client) and President (Davis), Cause identified herein as consistent service issues resulting from Davis' non-performance unresolved after communication in writing by Client to Davis with no less than thirty (30) days to remedy, and it is further

Resolved that both Parties agree to negotiate in good faith to preserve the integrity of existing operations and cooperate as mutually determined to facilitate any transition desired herein.



Memorandum

To: Board of Park Commissioners

From: Rebecca Grill, Natural Areas Manager; Dan Voss, Director of Parks; Brian Romes, Executive Director

Date: February 25, 2020

Subject: **Seed Installation Monitoring and Management for FY 2020 Monitoring and Management**

Background

In 2018, the Park District bid for installation and management of native seed mixes on approximately 50 acres of savanna, short grass, wet prairie, and wetland swale planting zones as part of the conversion of the Highland Park Country Club golf course to a passive recreation area. This contract included an option to renew services for ongoing maintenance of those seeded areas based on progressive performance measures. V3 Companies was the successful bidder and staff has been pleased by their performance in the initial installation of the seeds and maintenance on the property.

There is no increase in price from the 2018 proposal and this will be the first renewal of the contract. This amount of the contract is \$39,200 and is with the budgeted amount for Community Park in the 2020 Capital Plan.

Recommendation

Staff recommends approval from the Park Board of Commissioners renewal of the contract for the Monitoring and Management line item in the amount of \$39,200 for FY 2020.



Memorandum

To: Park Board of Commissioners

From: Mitch Carr Director of Recreation and Facilities;
Jeff Smith; Director of Planning and Projects; Brian Romes, Executive Director

Date: February 25, 2020

Subject: **Approval to enter into an agreement with Woodhouse Tinucci Architects for Recreation Center of Highland Park Locker Room Renovations.**

Background

The Recreation Center of Highland Park (RCHP) locker rooms are scheduled for enhancements as part of the 2020 Capital Plan. Many elements and amenities within the current locker room areas are outdated and have met their useful life. Locker room enhancement priorities include the replacement of flooring, lockers, lighting, HVAC, shower tile and shower fixtures as well as the addition of sinks and vanities near the shower areas. Additional amenities have also been identified by a recent RCHP member survey, in which a hot sauna, bath towel service, and additional private/family changing space were identified as newly desired amenities.

The conceptual design developed by Woodhouse Tinucci Architects (WTA) was presented to the Finance Committee on February 4, 2020, as well as to the Park Board at the workshop meeting on February 11, 2020. The Park Board provided consensus that supports the recommended conceptual design that was presented. As a result, staff is recommending to contract with WTA for services that include design development, construction document development, and construction administration. The detail of these services is outlined in the attached agreement that has been reviewed by Park District Attorney, Ancel Glink.

Project Timeline

- Design Development (March 2020)
- Construction Documents (April 2020)
- Permitting and Bidding (April - May 2020)
- Construction (August – October 2020)

Financial Impact

The total amount budgeted in the 2020 Capital Plan for the Locker Room renovation was \$175,000. This amount only included updates to the flooring and lockers. After review from the Park District Finance Committee and Park Board, staff has revised this project budget to \$556,150. Architectural and Engineering Fees were included in the soft costs of the revised project budget. Those soft costs were

budgeted at \$79,450. The proposed contract from WTA is based on an hourly rate, not to exceed \$47,500.

Woodhouse Tinucci Architects (architecture)	\$40,000
Morton Gestalt Engineering (MEP/FP)	\$7,500
Contract Total	\$47,500

Recommendation

Staff recommends approval from the Park Board of Commissioners to enter into an agreement with Woodhouse Tinucci Architects LLC for services relating to the Recreation Center of Highland Park Locker Room Renovation for an amount not to exceed \$47,500.

INDEPENDENT CONTRACTOR AGREEMENT
FOR PROFESSIONAL AND OTHER SERVICES

THIS AGREEMENT entered into by and between WOODHOUSE TINUCCI ARCHITECTS LLC (hereafter “FIRM”) and THE PARK DISTRICT OF HIGHLAND PARK (hereafter “AGENCY”).

WHEREAS, FIRM will be performing services and work for AGENCY in accordance with the following: FIRM’s Proposal for Architectural Services to Complete the Interior Renovation of the Women’s and Men’s Locker Rooms at the Highland Park Recreation dated February 16, 2020 (hereafter “Proposal”); which is attached hereto and incorporated herein as **Exhibit A**;

WHEREAS, Exhibit A, together with this document, collectively comprise the agreement of the parties and are hereafter referred to as the “Agreement”; and

WHEREAS, FIRM may have subcontractors, material suppliers and one or more employees engaged in the performance of said work; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, FIRM hereby agrees:

1. To comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which FIRM must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.
2. To the fullest extent permitted by law, to waive any and all rights of contribution against AGENCY and to indemnify and hold harmless AGENCY and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorneys and paralegals fees, expert fees and court costs) arising out of or resulting from the performance of FIRM’s work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of FIRM, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge

or otherwise reduce any other right to indemnity which AGENCY would otherwise have. FIRM shall similarly, protect, indemnify and hold and save harmless, AGENCY, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of FIRM's breach of any of its obligations under, or FIRM's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for FIRM or any Subcontractor under Workers Compensation or Disability Benefit Acts or Employee Benefit Acts.

3. To keep in force, to the satisfaction of AGENCY, at all times during the performance of any work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Insurance, and Professional Liability Insurance in at least the type and amounts as follows:
 - a. Workers' Compensation:
 - i. State: Statutory
 - ii. Applicable Federal (e.g., Longshoremen's): Statutory
 - iii. Employer's Liability
 - \$500,000.00 Per Accident
 - \$500,000.00 Disease, Policy Limit
 - \$500,000.00 Disease, Each Employee
 - b. Commercial General Liability:
 - \$2,000,000.00 General Aggregate
 - \$1,000,000.00 Products Completed Operations Aggregate
 - \$1,000,000.00 Personal and Advertising Injury
 - \$1,000,000.00 Each Occurrence
 - \$ 50,000.00 Fire Damage (any one fire)
 - \$ 5,000.00 Medical Expense (any one person)
 - c. Business Automobile Liability (including owned, non-owned and hired vehicles):
 - i. Bodily Injury:
 - \$1,000,000.00 Per Person
 - \$1,000,000.00 Per Accident
 - ii. Property Damage
 - \$1,000,000.00 Per Occurrence
 - iii. Umbrella Excess Liability:
 - \$2,000,000.00 over Primary Insurance
 - d. Professional Liability (Errors and Omissions) Insurance appropriate to the FIRM's profession
 - i. \$1,000,000 Per Occurrence
 - ii. \$2,000,000 Aggregate
4. To have all policies of insurance purchased or maintained in fulfillment hereof name the AGENCY as an additional insured thereunder and the FIRM shall provide AGENCY with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. No such policy of insurance shall have a deductible or self-

insurance retention amount in excess of \$5,000.00 per occurrence. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis. Failure of AGENCY to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of AGENCY to identify a deficiency from evidence that is provided shall not be construed as a waiver of FIRM's obligation to maintain such insurance. The FIRM agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the AGENCY. Upon request, the FIRM will provide copies of any or all policies of insurance maintained in fulfillment hereof.

AGENCY shall have the right, but not the obligation, of prohibiting FIRM or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by AGENCY.

Failure to maintain the required insurance may result in termination of this Contract at AGENCY's option.

5. FIRM shall cause each consultant employed by FIRM to purchase and maintain insurance of the type specified above. When requested by the AGENCY, FIRM shall furnish copies of certificates of insurance evidencing coverage for each consultant.
6. For any claims related to this contract, FIRM insurance coverage shall be primary insurance as respects the AGENCY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the AGENCY, its officers, officials, employees, or volunteers shall be excess of the FIRM insurance and shall not contribute with it.
7. Nothing contained in this Contract is to be construed as limiting the liability of FIRM, the liability of any Subcontractor or any tier or either of their respective insurance carriers. AGENCY does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect AGENCY, or FIRM, but are merely minimums. The obligations of FIRM to purchase insurance shall not, in any way, limit its obligations to AGENCY in the event that AGENCY should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by FIRM's insurance.
8. In the event FIRM fails to furnish and maintain the insurance required by this Contract, the AGENCY, upon 7 days written notice, may purchase such insurance on behalf of FIRM, and FIRM shall pay the cost thereof to the AGENCY upon demand or shall have such cost deducted from any payments due FIRM. FIRM agrees to furnish to the AGENCY the information needed to obtain such insurance.
9. All insurance provided by FIRM shall provide that the insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

10. All insurance provided by FIRM shall be placed with insurers with a current A.M. Best's rating of no less than A: VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, AGENCY has the right to reject insurance written by an insurer it deems unacceptable.
11. All certificates shall provide for 30 days written notice to owner prior to the cancellation or material change of any insurance referred to therein written notice to AGENCY shall be certified mail, return receipt requested.
12. AGENCY reserves the right to modify these requirements herein, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.
13. To furnish any affidavit or Certificate in connection with the work covered by this agreement as required by law.
14. FIRM grants to AGENCY, in perpetuity, a license to use the drawings, specifications and other work products of FIRM and its consultants for its own purposes. Reuse of any of the drawings, specifications or other work products of FIRM and its consultants without the written consent of FIRM, and/or the consultant, as the case may be, shall be at the risk of the AGENCY and AGENCY agrees to indemnify, defend and hold harmless FIRM, and/or its consultant, as the case may be, from all claims, damages, and expenses, including attorneys' fees, arising out of such unauthorized reuse. AGENCY shall endeavor to give FIRM prior written notice of AGENCY's intent to reuse any work products.
15. AGENCY may terminate this Agreement for cause upon 24 hours written notice of breach to FIRM and for convenience and without cause upon not less than seven days' written notice to FIRM. In the event of termination for other than cause, FIRM shall be compensated for services performed prior to termination (applying a pro-rata apportionment to the anticipated schedule of services) together with Reimbursable Expenses then due.
16. To the extent that the Prevailing Wage Act applies (and it does not apply to professional services), to pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. FIRM shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to FIRM due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of FIRM and not at the expense of the AGENCY. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. FIRM shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to AGENCY as required by Statute. FIRM shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and

indemnify AGENCY against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Illinois Department of Labor publishes the prevailing wage rates on its website at: <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> FIRM is advised that the Department revises the prevailing wage rates and the FIRM has an obligation to check the Department's web site for revisions.

17. FIRM agrees to maintain, without charge to the AGENCY, all records and documents for projects of the AGENCY in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, FIRM shall produce records which are responsive to a request received by the AGENCY under the Freedom of Information Act so that the AGENCY may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then FIRM shall so notify the AGENCY and if possible, the AGENCY shall request an extension so as to comply with the Act. In the event that the AGENCY is found to have not complied with the Freedom of Information Act due to FIRM's failure to produce documents or otherwise appropriately respond to a request under the Act, then FIRM shall indemnify and hold the AGENCY harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

IT IS MUTUALLY UNDERSTOOD AND AGREED that FIRM shall have the full control of the ways and means of performing the work referred to above and that FIRM or its employees, representatives or Subcontractors are in no sense employees of AGENCY, it being specifically agreed that FIRM bears the relationship of an independent FIRM to AGENCY.

This agreement shall be in full force and effect from the _____ day of _____, 20_____ until such time as it is terminated by AGENCY.

PARK DISTRICT OF HIGHLAND PARK

WOODHOUSE TINUCCI ARCHITECTS LLC

Signature

Signature

Printed Name

Printed Name

Title

Date

Title

Date

February 16, 2020

Jeff Smith
Director of Planning and Projects
Park District of Highland Park
West Ridge Center
636 Ridge Road
Highland Park, IL 60035

Jeff:

Please find below a proposal for architectural services to complete the interior renovation of the women's and men's locker rooms at the Highland Park Recreation Center. We understand the scope of the renovation to follow the Option D sketch dated February 7th, and include the following elements:

1. Interior finish upgrades to both Men's and Women's locker rooms including flooring, wall finishes, painting, ceilings and locker fronts.
2. Minor modifications to the Men's and Women's locker room entry
3. New vanities with multiple sinks and saunas in both the Men's and Women's locker rooms
4. A new door from the Women's locker room to the existing restrooms
5. New private changing stalls in both the Men's and Women's locker rooms
6. Minor HVAC re-distribution (no HVAC equipment additions or replacements are anticipated)

We anticipate providing the following services:

DESIGN DEVELOPMENT

Finalize design plan and intent
Develop options for interior finish strategy for selection by PDHP
Refine interior finishes and present final plan and finish concept
Present as necessary to Park District Staff and Board

CONSTRUCTION DOCUMENTATION

Prepare documentation for permitting and bidding
Coordinate design work with MEP consultant. Note: No other consultants are expected to be required.
Finalize material specifications with Park District Staff and Board.

PERMITTING AND BIDDING

Assist Park District in preparing permitting documents, and work with Village Staff to review and revise documents to receive permit.
Assist Park District in evaluating bids for construction.

CONSTRUCTION ADMINISTRATION

Perform standard AIA Construction Administration to review construction progress for design intent, answer contractor questions, review pay applications, etc.
Perform site visits as necessary.

Per our discussions we understand and appreciate the Park District's desire to be as efficient as possible with the development and execution of this project. For these reasons we propose providing services on an hourly basis with a not to exceed maximum of \$47,500, not including reimbursable expenses for printing and travel. We will pass through our consultants cost and provides services at the rates listed below to that maximum. This delivery method will allow us to accommodate all District requests and attend all necessary meetings yet only bill for the work we have done. Given the progress we have made thus far, we believe we can move swiftly through the remainder of the project.

Fee Proposal/Hourly Rates

Consultant	Category	Rate		Max Fee
Woodhouse Tinucci Architects				
	Principal	\$150	/hr	
	Project Architect	\$120	/hr	
	Staff Architect	\$105	/hr	
	Intern Architect	\$90	/hr	
				\$40,000
MEP Consultant (Morton Gestalt, Inc)		Fixed fee		\$7,500
Total				\$47,500
Reimbursable Expense (allowance)				\$2,500

Qualifications

- 1 The NTE fee above includes our standard insurance levels.
- 2 Our scope does not include any hazardous material assessment or abatement.
- 3 Our scope does not include high quality photo realistic renderings of the renovations.
- 4 Reimbursable expenses include standard reimbursables such as travel, hard copies of the drawings or presentation materials, parking fees, etc. These amounts are estimates, the actual expenses incurred will be billed at cost.
- 5 This proposal is based on the anticipated scope represented in the conceptual drawings and scope listed above. Should the scope get expanded beyond what is provided for in the conceptual budget, additional services may be required.

I hope this proposal matches your expectations, but should it not please don't hesitate to contact us so that we can make revisions. As always, we are thankful for our long-standing relationship, and we look forward to the opportunity to work with you again. Please let me know what the next steps are as we look forward to getting started.

Sincerely,



Andy Tinucci, AIA, Principal



Memorandum

To: Board of Park Commissioners

From: Ryan Ochs, General Manager/Superintendent of Golf Sunset Valley Golf Club;
Brian Romes, Executive Director

Date: February 25, 2020

Subject: **Golf Course and Learning Center Maintenance Equipment Purchase**

Summary

Staff is recommending the purchase of one (1) John Deere 6500A Precision Cut Fairway Mower and one (1) John Deere ProGator 2020A through the Sourcewell Purchasing contract. This is a joint purchasing cooperative for state, local and city governments. This program offers substantial saving through volume purchasing by a bid process. The replacement equipment above is identified in the District's 2020 capital plan. A breakdown of the budgeted item is listed below.

Financial Impact

Total available budgeted capital funds for this equipment	\$68,500.00
Bid recommendation	<u>\$68,171.02</u>
Total Savings	(\$328.98)

Bid Equipment Recommendation Breakdown

Equipment	Vendor	Contract	Price
John Deere 6500A PrecisionCut Fairway Mower	J.W. Turf, Inc	Sourcewell Contract	\$46,687.34
John Deere ProGator 2020A	J.W. Turf, Inc	Sourcewell Contract	\$24,333.68
Trade-In Equipment			(\$2,850)
Total			\$68,171.02

Recommendation

Staff recommends purchasing one (1) John Deere 6500A Precision Cut Fairway Mower and one (1) John Deere ProGator 2020A from J.W. Turf, Inc for \$68,171.02.



Memorandum

To: Board of Park Commissioners

From: Jeff Smith, Director of Planning and Projects; and Brian Romes, Executive Director

Date: February 25, 2020

Subject: **Resolution 2020-04 to Grant Non-Exclusive Utility Easement and Covenants**

Summary

Albion Jacobs Highland Park, LLC is constructing a residential building at 1850 Green Bay Road, adjacent to Sunset Woods Park. At the December 12, 2019 Board Meeting, the Park Board of Commissioners granted a Temporary Construction Easement to Albion Jacobs Highland Park, LLC to conduct required work on a portion of Sunset Woods Park including demolition of the Firehouse Activity Center, replacement of an existing stormwater pipe, connecting to existing sanitary sewer, rerouting of a watermain, improvements to an existing pedestrian path, placement of a construction trailer and staging of equipment and material. The approval of this Temporary Construction Easement was contingent upon the approval of a permanent sanitary sewer easement for Albion's private service lateral immediately following the approval of the Temporary Construction Easement. This Non-Exclusive Utility Easement and Covenants to Albion Jacobs is attached.

Recommendation

Staff recommends the Park Board of Commissioners approve Resolution 2020-04 To Grant Non-Exclusive Utility Easement and Covenants to Albion Jacobs.

**PARK DISTRICT OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS**

RESOLUTION 2020-04

**RESOLUTION TO GRANT
NON-EXCLUSIVE PERMANENT UTILITY EASEMENT AND COVENANTS**

WHEREAS, Albion Jacobs Highland Park, LLC, a Delaware limited liability company (“ALBION”) has asked the Park District of Highland Park to grant Non-Exclusive Permanent Utility Easement and Covenants relative to Albion’s residential development project along Green Bay Road adjacent to the Park District’s property commonly known as Sunset Park;

WHEREAS, the Board of Park Commissioners has reviewed the proposed Non-Exclusive Permanent Utility Easement and Covenants, a copy of which is attached hereto as Exhibit 1, and finds it to be fair and equitable to the Park District; and

NOW THEREFORE, be it resolved by the Board of Park Commissioners of the Park District of Highland Park, Lake County, Illinois, as follows:

SECTION 1: The above-stated recitals are incorporated by this reference.

SECTION 2: The Non-Exclusive Permanent Utility Easement and Covenants which is attached hereto as Exhibit 1 is hereby approved. The Board President and Secretary are authorized to sign and attest to said Easement and any documents necessary to effectuate the intention of this Resolution and the Easement.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval.

Dated this ____ day of _____, 2019.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Park District of Highland Park

By: Brian Kaplan, President

Attest:

By: Secretary

EXHIBIT 1

**NON-EXCLUSIVE PERMANENT UTILITY EASEMENT AND COVENANTS
BETWEEN THE PARK DISTRICT OF HIGHLAND PARK
AND ALBION JACOBS HIGHLAND PARK, LLC**

EXHIBIT 1

This instrument prepared by:)
Eugene J.M. Leone, Esq.)
White & Case LLP)
111 S. Wacker Drive)
Suite 5100)
Chicago, Illinois 60606)
(312) 915-3112)

Above Space for Recorder's Use

DECLARATION OF NON-EXCLUSIVE PERMANENT UTILITY EASEMENT AND COVENANTS

THIS DECLARATION OF NON-EXCLUSIVE PERMANENT UTILITY EASEMENT AND COVENANTS (this "**Declaration**") is made as of this [___] day of [____], 2020 by and among **ALBION JACOBS HIGHLAND PARK, LLC**, a Delaware limited liability company ("**Albion**"), having an address of 188 West Randolph Street, Suite 202, Chicago, Illinois 60601, and **THE PARK DISTRICT OF HIGHLAND PARK**, an Illinois unit of local government (the "**Park District**"), having an address of 636 Ridge Rd, Highland Park, IL 60035.

RECITALS

A. Albion owns certain real property (the "**Albion Parcel**") commonly known as 1850 Green Bay Road, located in the City of Highland Park, County of Lake, State of Illinois, and legally described in **Exhibit A** attached hereto and incorporated herein.

B. The Park District owns certain real property (the "**Park**") commonly known as Sunset Woods Park, located in the City of Highland Park, County of Lake, State of Illinois, and legally described in **Exhibit B** attached hereto and incorporated herein

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Albion and the Park District hereby covenant and agree as follows:

1. **Utility Easement.** Subject to the provisions of this Declaration, the Park District grants to Albion a perpetual non-exclusive easement (the "**Utility Easement**") for the purpose of installing, maintaining, repairing and operating a sanitary sewer line under that portion of the Park

EXHIBIT 1

identified on **Exhibit C** attached hereto (the “**Easement Property**”), together with a right to enter upon the Easement Property and the Park in the exercise of the rights granted to Albion in connection with the easement granted herein.

2. Park District shall have and retain all rights to the use and occupation of said Easement Property except as herein expressly granted and provided such use and occupation by Park District shall not be interfered with by any work performed under this grant of easement; and that no grading, digging or excavating shall be performed within, or upon said Easement Property that would in any way interfere with Albion’s rights set forth herein.

3. Albion shall, at any time when performing any and all construction, maintenance or repair work on the Easement Property, provide Park District with concurrent proof of insurance certificates for workers’ compensation and comprehensive general liability insurance, and name the Park District as an additional insured. Such insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence with a Two Million Dollar (\$2,000,000.00) aggregate limit and excess umbrella liability insurance in the amount of not less than Five Million Dollars (\$5,000,000.00). In no event shall the limits of such insurance be considered as limiting the liability of Albion.

4. Albion shall, at all times, whether during construction or after construction is completed, be solely responsible to construct, operate, maintain, repair remove, reconstruct, replace, relocate and renew the sanitary sewer line. The Park District shall not be liable for any problems with the sanitary sewer line, including but not limited to usage and availability, leakage, sink holes, soil erosion and/or flooding.

5. Upon completion of any sewer line by Albion, Albion shall return the Easement Property to substantially the same condition of cleanliness, grading and vegetation, as existed at the time of entry in a reasonable manner consistent with the character of the land adjoining the Easement Property.

6. **Transfers.** The Park District shall not assign or otherwise transfer any of its rights or obligations under this Declaration except to a transferee which is simultaneously acquiring fee ownership or a leasehold interest in all or substantially all of the Park, which subsequent transferee or transferees shall acquire the Park subject to all of the benefits and burdens of this Declaration. Any assignee or transferee of any rights or obligations under this Declaration shall acquire such rights or obligations subject to all of the benefits and burdens of this Declaration first arising on and after the date of such assignment or transfer.

7. **Terms of Easement.** Albion hereby covenants and agrees that (i) it will use due care and diligence to keep any sanitary sewer line and appurtenances installed pursuant to the easement granted herein in good and safe condition and repair at all times, and (ii) it will exercise its rights hereunder so as to minimize, to the extent reasonably practicable, its interference with the use of the Park by the Park District and its invitees.

EXHIBIT 1

8. Albion hereby agrees to and shall protect, defend, indemnify, and hold the Park District, its beneficiaries, tenants, successors and assigns, harmless against any and all claims, losses, injuries, damages, actions, or causes of action resulting from, arising out of, or caused by any acts of Albion, its contractors or subcontractors, or its agents or employees, that arise directly from the installation, maintenance and repair of the sanitary sewer line on the Easement Property.

9. The easement and rights granted in this Non-Exclusive Permanent Utility Easement, the restrictions imposed by this Non-Exclusive Permanent Utility Easement, and the agreements and covenants contained in this Non-Exclusive Permanent Utility Easement shall be easements, rights, restrictions, agreements and covenants and shall continue as a servitude running with the land, shall be recorded against the Easement Property and shall be binding upon the inure to the benefit of the Park District and Albion and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Easement Property, any portion thereof, and all persons claiming under them.

10. Albion shall not permit any lien to stand against the Easement Property, the property or any improvements thereon for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Property or the property at the direction or sufferance of Albion. In the event of any such lien attaching to the Easement Property, the property or any improvements thereon, Albion shall have such lien released within ninety (90) calendar days.

11. Any and all installation and construction on the Easement Property, if any, by Albion shall comply with all applicable laws, statutes, building codes and regulations of general application (collectively, "Laws"). This Agreement does not abrogate or supersede any applicable laws requiring Albion to obtain permits, licenses, inspections or approvals in order to construct, maintain, alter, or repair the sanitary sewer line.

12. In the event of violation or breach of any covenant or restriction contained herein by either party ("Defaulting Party"), the other party ("Complaining Party") shall give written notice of such violation to the Defaulting Party. The Defaulting Party shall have fourteen (14) calendar days after receipt of such written notice to cure such breach. If the Defaulting Party fails to cure such breach within the fourteen (14) calendar days, the Complaining Party may extend the time to cure in writing, provided that the Defaulting Party notifies the Complaining Party in writing how it has commenced work to cure within such period and a request for a reasonable extension. If the Defaulting Party fails to cure such breach within the fourteen (14) calendar days and any granted extension, the Complaining Party shall have the right to (a) institute an action to enjoin or abate such violation, or breach, or (b) enter upon the Easement Property, correct any such violation or breach, and hold the Defaulting Party, its successors or assigns, responsible for the cost thereof. The Complaining Party shall have available all and legal and equitable remedies to enforce the obligations hereunder of the Defaulting Party, its successors or assigns, in the event the Defaulting Party is found to have breached any of its obligations hereunder, the Defaulting Party shall reimburse the

EXHIBIT 1

Complaining Party for any costs or expenses incurred in connection therewith, including court cost and attorneys' fees. It shall not be considered a violation or breach of any covenant or restriction for Albion or the Park District to choose not to exercise any of their privileges under this permanent easement.

13. Notices. Any notice which a party is required or desires to give under this Declaration shall be in writing and shall be delivered by personal delivery, or sent by nationally recognized overnight courier which provides proof of delivery, or by United States certified mail, return receipt requested, addressed as follows (subject to the right of a party to designate a different address for itself by notice similarly given at least five (5) days in advance):

If to Albion: Albion Jacobs Highland Park, LLC
 c/o Albion Residential
 188 West Randolph Street, Suite 202
 Chicago, IL 60601
 Attention: Jason Koehn

With a copy to: White & Case LLP
 111 S. Wacker Drive
 Suite 5100
 Chicago, Illinois 60606
 Attention: Eugene J.M. Leone

If to the Park District: Brian Romes, Executive Director
 Park District of Highland Park
 636 Ridge Rd.
 Highland Park, IL 60035

With a copy to: Ancel Glink, P.C.
 175 E. Hawthorn Parkway
 Suite 145
 Vernon Hills, IL 60061
 Attention: Adam B. Simon

Notices so given shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight courier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon actual receipt of the same by the party to whom the same is to be given. Notice may be given by the attorneys for either party hereto.

14. Miscellaneous.

EXHIBIT 1

(a) **Headings.** Paragraph headings are for convenience only, and in no way define or limit the scope and content of this Declaration or in any way affect its provisions.

(b) **Modification.** This Declaration cannot be changed, modified, waived or discharged orally except by an agreement in writing signed by the parties hereto.

(c) **Severability.** If any term, provision or condition contained herein shall to any extent be invalid or unenforceable, the remainder of this Declaration (or the application of such term, provision or condition to parties or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

(d) **Successors.** Except as otherwise expressly provided in this Declaration, this Declaration shall run with the land, both with respect to benefits and burdens created herein, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No other party shall be deemed to be a third party beneficiary hereunder, and no claim as a third party beneficiary under this Declaration by any person may be made, or be valid, against Albion or the Park District.

(e) **Governing Law.** This Declaration shall be construed in accordance with, and governed by, the laws of the State of Illinois, without reference to its conflict of law provisions.

(f) **Entire Declaration.** This Declaration constitutes the entire understanding between the parties concerning the subject matter herein contained. There are no oral promises, conditions, representations, undertakings or terms of any nature as conditions or inducements to the signing of this Declaration that are in effect.

(g) **Counterparts.** This Declaration may be executed and delivered by Albion and the Park District in three or more counterparts, each of which shall be and shall be taken to be an original but all such counterparts, taken together and recorded, shall constitute but one and the same instrument.

[The remainder of this page intentionally left blank. The signature page follows.]

EXHIBIT 1

STATE OF _____)
) ss:
COUNTY OF _____)

The undersigned, a Notary Public in and for said county and state, DOES HEREBY CERTIFY that _____, personally known to me to be _____ of _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that in such capacity, being authorized so to do, he executed the foregoing instrument on behalf of said limited liability company as his free and voluntary acts, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal the _____ day of _____, 2020.

My Commission Expires: _____

STATE OF _____)
) ss:
COUNTY OF _____)

The undersigned, a Notary Public in and for said county and state, DOES HEREBY CERTIFY that Brian Kaplan and Brian Romes, personally known to me to be the President and Secretary of the Park District of Highland Park, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me and acknowledged that in such capacity, being authorized so to do, they executed the foregoing instrument on behalf of the Park District of Highland Park as their free and voluntary acts for the uses and purposes therein set forth.

Given under my hand and official seal the _____ day of _____, 2020.

My Commission Expires: _____

Notary Public

EXHIBIT 1

After recording return to: Eugene J.M. Leone, Esq.
White & Case LLP
111 S. Wacker Drive
Suite 5100
Chicago, Illinois 60606

EXHIBIT 1

EXHIBIT A

LEGAL DESCRIPTION OF ALBION PARCEL

PARCEL 1:

THE NORTHERLY 50 FEET OF THE SOUTHERLY 100 FEET OF LOT 1 (MEASURED AT RIGHT ANGLES TO THE SOUTHERLY LINE) IN BLOCK 9 IN THE CITY OF HIGHLAND PARK, IN THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS

PARCEL 2:

LOT 1 (EXCEPT THE SOUTH 100 FEET THEREOF MEASURED AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE OF SAID LOT) IN BLOCK 9 IN THE CITY OF HIGHLAND PARK IN THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOT 1 IN BLOCK 9 IN HIGHLAND PARK AS PLATTED BY HIGHLAND PARK BUILDING COMPANY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT, 50 FEET; THENCE SOUTHWESTERLY ON A LINE PARALLEL TO THE SOUTH LINE OF SAID LOT TO THE WESTERLY LINE OF SAID LOT; THENCE SOUTHERLY ON THE WESTERLY LINE OF SAID LOT TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 4

LOT 1 IN LAKE COUNTY HEALTH DEPARTMENT NORTH SHORE HEALTH CENTER SUBDIVISION, BEING A SUBDIVISION OF LOTS 2, 3, AND THE NORTHERN 25 FEET OF LOT 4 IN BLOCK 9, CITY OF HIGHLAND PARK LAKE COUNTY, ILLINOIS, AND THAT PART OF THE SOUTH 5 ACRES OF THE EAST HALF OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WESTERLY LINE OF SHEAHEN'S COURT EXTENDED AND PROJECTED SOUTHWESTERLY (EXCEPT THE EAST 104.35 FEET OF THE SOUTH 104.35 FEET OF SAID SOUTH 5 ACRES) IN HIGHLAND PARK, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 20, 2004 AS DOCUMENT NUMBER 5628647, IN LAKE COUNTY, ILLINOIS. EXCEPT THAT PART DESCRIBED AS FOLLOWS:

THAT PART OF LOT 1 IN LAKE COUNTY HEALTH DEPARTMENT NORTH SHORE HEALTH CENTER SUBDIVISION, BEING A SUBDIVISION OF LOTS 2, 3, AND THE NORTHERN 25 FEET OF LOT 4 IN BLOCK 9, CITY OF HIGHLAND PARK LAKE COUNTY, ILLINOIS, AND THAT PART OF THE SOUTH 5 ACRES OF THE EAST HALF OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WESTERLY LINE OF SHEAHEN'S COURT EXTENDED AND PROJECTED SOUTHWESTERLY (EXCEPT THE EAST 104.35 FEET OF THE SOUTH 104.35 FEET

EXHIBIT 1

OF SAID SOUTH 5 ACRES) IN HIGHLAND PARK, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 20, 2004 AS DOCUMENT NUMBER 5628647 DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 1, SAID POINT ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WY LINE OF GREEN BAY ROAD; THENCE SOUTH 64 DEGREES 13 MINUTES 31 SECONDS WEST ALONG A LINE OF SAID LOT 1, A DISTANCE OF 190.54 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 43 SECONDS EAST, A DISTANCE OF 43.34 FEET; THENCE NORTH 64 DEGREES 13 MINUTES 31 SECONDS EAST, A DISTANCE OF 171.73 FEET TO A POINT ON SAID WESTERLY RIGHT OF WAY LINE OF GREEN BAY ROAD; THENCE SOUTH 25 DEGREES 37 MINUTES 31 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 39.00 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

EXHIBIT 1

EXHIBIT B

LEGAL DESCRIPTION OF THE PARK

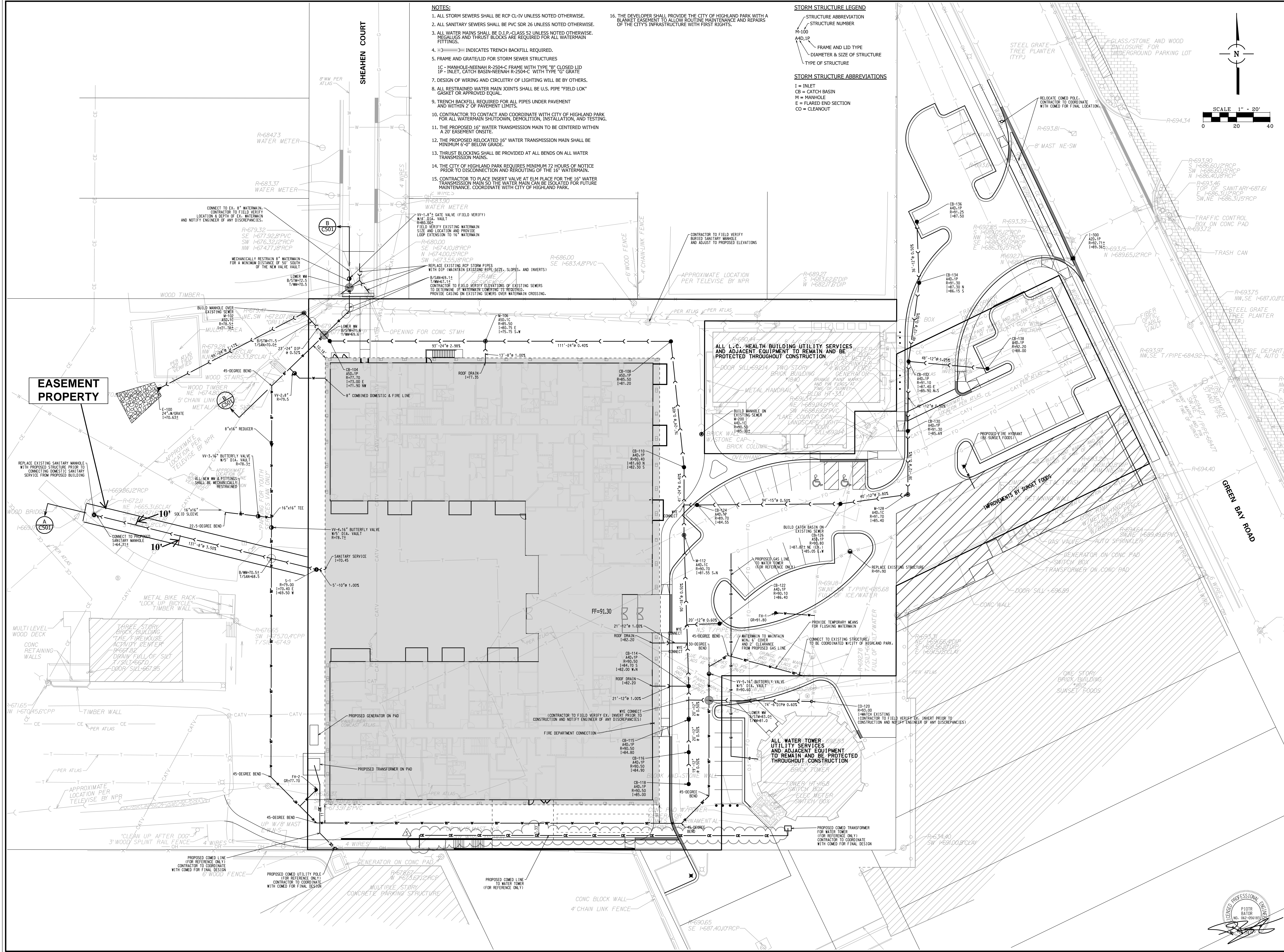
THE SOUTH FIVE (5) ACRES OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTIONAL 23, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS.

PIN NUMBER: 16-23-300-003

EXHIBIT 1

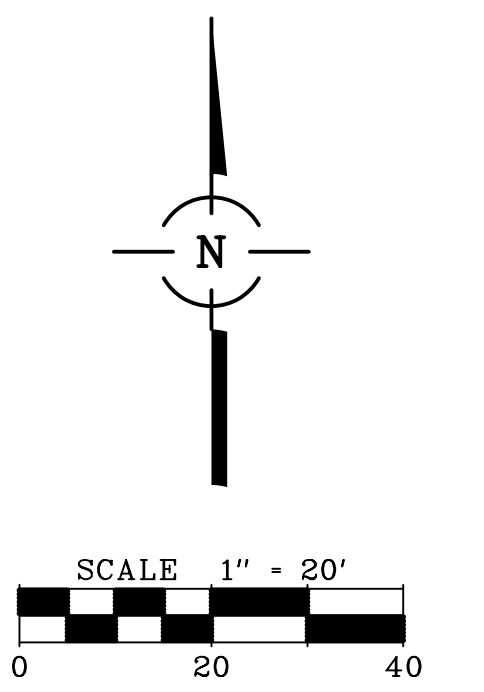
EXHIBIT C

DEPICTION OF THE EASEMENT PROPERTY



- NOTES:**
1. ALL STORM SEWERS SHALL BE RCP CL-IV UNLESS NOTED OTHERWISE.
 2. ALL SANITARY SEWERS SHALL BE PVC SDR 26 UNLESS NOTED OTHERWISE.
 3. ALL WATER MAINS SHALL BE D.I.P.-CLASS 52 UNLESS NOTED OTHERWISE. REGULGS AND THRUST BLOCKS ARE REQUIRED FOR ALL WATERMAIN FITTINGS.
 4. [Symbol] INDICATES TRENCH BACKFILL REQUIRED.
 5. FRAME AND GRATE/LID FOR STORM SEWER STRUCTURES
 - 1C - MANHOLE-NEENAH R-2504-C FRAME WITH TYPE 'B' CLOSED LID
 - 1P - INLET, CATCH BASIN-NEENAH R-2504-C WITH TYPE 'G' GRATE
 7. DESIGN OF WIRING AND CIRCUITRY OF LIGHTING WILL BE BY OTHERS.
 8. ALL RESTRAINED WATER MAIN JOINTS SHALL BE U.S. PIPE "FIELD LOK" GASKET OR APPROVED EQUAL.
 9. TRENCH BACKFILL REQUIRED FOR ALL PIPES UNDER PAVEMENT AND WITHIN 2' OF PAVEMENT LIMITS.
 10. CONTRACTOR TO CONTACT AND COORDINATE WITH CITY OF HIGHLAND PARK FOR ALL WATERMAIN SHUTDOWNS, DEMOLITION, INSTALLATION, AND TESTING.
 11. THE PROPOSED 16" WATER TRANSMISSION MAIN TO BE CENTERED WITHIN A 20' EASEMENT ON SITE.
 12. THE PROPOSED RELOCATED 16" WATER TRANSMISSION MAIN SHALL BE MINIMUM 6'-0" BELOW GRADE.
 13. THRUST BLOCKING SHALL BE PROVIDED AT ALL BENDS ON ALL WATER TRANSMISSION MAINS.
 14. THE CITY OF HIGHLAND PARK REQUIRES MINIMUM 72 HOURS OF NOTICE PRIOR TO DISCONNECTION AND REROUTING OF THE 16" WATERMAIN.
 15. CONTRACTOR TO PLACE INSERT VALVE AT ELM PLACE FOR THE 16" WATER TRANSMISSION MAIN SO THE WATER MAIN CAN BE ISOLATED FOR FUTURE MAINTENANCE. COORDINATE WITH CITY OF HIGHLAND PARK.

- STORM STRUCTURE LEGEND**
- STRUCTURE ABBREVIATION
 - STRUCTURE NUMBER
 - M-100
 - A4D,1P
 - FRAME AND LID TYPE
 - DIAMETER & SIZE OF STRUCTURE
 - TYPE OF STRUCTURE
- STORM STRUCTURE ABBREVIATIONS**
- I = INLET
 - CB = CATCH BASIN
 - M = MANHOLE
 - E = FLARED END SECTION
 - CO = CLEANOUT



UTILITY PLAN

1850 GREEN BAY ROAD

HIGHLAND PARK, IL

CONSULTING ENGINEERS

SITE DEVELOPMENT ENGINEERS

LAND SURVEYORS

9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 676-6066 Fax: (847) 676-6065

SPACEO INC.

FILENAME: 10107UT

DATE: 05/01/19

JOB NO. 10107

SHEET **C500**

8 OF 16

REVISIONS:

NO.	DATE	REMARKS
1	05/03/19	EARLY PRICING SET
2	06/04/19	FINAL PRICING SET
3	06/14/19	PROGRESS SET
4	06/28/19	FINAL DEVELOPMENT
5	07/30/19	PER PLAN COMMISSION REVIEW
6	08/08/19	PERMIT SET/UPDATED PRICING
7	09/10/19	PER IEPA
8	11/06/19	PER CITY COMMENTS
9	11/08/19	PER CONTRACTOR



To: Board of Park Commissioners

From: Karen Lakoske - Accounts Payable Administrator
Mari-Lynn Peters - Finance Director
Brian Romes - Executive Director

Date: February 25, 2020

Subject: Bills and Payroll Disbursements authorized by Finance Committee Member(s). Checks written January 23, 2020 through February 19, 2020 to be presented to the Board for approval on February 25, 2020.

BILLS

<u>DATE</u>	<u>AMOUNT</u>
February 6, 2020	\$ 309,486.26
February 11, 2020	\$ 399.00
February 19, 2020	\$ 129,315.95
Void Payments	\$ -
Bank Drafts	\$ 86,162.80
P-Card	\$ 153,552.87
TOTAL	\$ 678,916.88

PAYROLL DISBURSEMENTS

January 3, 2020	\$ 298,742.37
January 17, 2020	\$ 284,331.97
January 31, 2020	\$ 347,931.73
TOTAL	\$ 931,006.07

GRAND TOTAL	\$ 1,609,922.95
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To the Treasurer:

The payment of the above listed accounts is hereby approved by the below named Finance Committee member as of 02-25-20 and you are hereby authorized to release the checks from the appropriate funds.

Finance Committee Member

ATTEST: _____
Secretary



Park District of Highland Park, IL

Check Register

Packet: APPKT02258 - 20200206 1

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP-AP BANK						
16895	312 COMMUNICATIONS INC	02/06/2020	Regular	0.00	3,430.56	184405
<u>97666</u>	Invoice	01/17/2020	1yr warranty - phone system	0.00	3,430.56	
15147	ABC PRINTING COMPANY	02/06/2020	Regular	0.00	1,826.40	184406
<u>243906</u>	Invoice	01/20/2020	Daddy/Daughter event cards	0.00	112.74	
<u>244063</u>	Invoice	01/22/2020	500 ea. Rosewood & Lakefront parking de	0.00	736.00	
<u>244119</u>	Invoice	01/27/2020	500 2020 School Brochures	0.00	761.14	
<u>244387</u>	Invoice	01/31/2020	Business Cards- Tony M, Jenna M.	0.00	100.93	
<u>244388</u>	Invoice	01/31/2020	250 Parking Permit-Door Hangers	0.00	115.59	
18400	BRIGILDA TENEZA	02/06/2020	Regular	0.00	96.48	184407
<u>1080828</u>	Invoice	01/24/2020	Refund	0.00	96.48	
18239	BRINK'S INC	02/06/2020	Regular	0.00	1,147.08	184408
<u>10994006-1</u>	Invoice	01/01/2020	January 2020 #1-a	0.00	1,144.31	
<u>3059377</u>	Invoice	12/31/2019	December 2019 #12-b	0.00	2.77	
10502	CITY OF HIGHLAND PARK	02/06/2020	Regular	0.00	432.38	184409
<u>003825 020120</u>	Invoice	02/01/2020	Water/Sewer 11/01/19-01/31/20 0 Burto	0.00	12.75	
<u>004546 020120</u>	Invoice	02/01/2020	Water/Sewer 11/01/19-01/31/20 750 Lin	0.00	143.35	
<u>005735 020120</u>	Invoice	02/01/2020	Water/Sewer 11/01/19-01/31/20 0 Cavell	0.00	38.20	
<u>005948 020120</u>	Invoice	02/01/2020	Water/Sewer 11/01/19-01/31/20 0 Midla	0.00	2.40	
<u>006536 020120</u>	Invoice	02/01/2020	Water/Sewer 11/01/19-01/31/20 1800 S	0.00	26.34	
<u>024593 020120</u>	Invoice	02/01/2020	Water/Sewer 01/01/20-01/31/20 1755 St	0.00	8.50	
<u>026489 020120</u>	Invoice	02/01/2020	Water/Sewer 11/01/19-01/31/20 2255 Ri	0.00	25.50	
<u>026496 020120</u>	Invoice	02/01/2020	Water/Sewer 11/01/19-01/31/20 1160 C	0.00	149.84	
<u>026500 020120</u>	Invoice	02/01/2020	Water/Sewer 11/01/19-01/31/20 1435 Ar	0.00	25.50	
16142	CONSTELLATION NEWENERGY INC	02/06/2020	Regular	0.00	8,523.41	184410
<u>16642543501</u>	Invoice	01/28/2020	1201 Park Ave W 12/23/19-01/27/20 #1	0.00	8,523.41	
10624	DANIEL CREANEY COMPANY	02/06/2020	Regular	0.00	7,705.00	184411
<u>42927</u>	Invoice	12/11/2019	Moraine Park Path	0.00	3,990.00	
<u>42939</u>	Invoice	01/22/2020	Moraine Park Path	0.00	3,715.00	
17122	DYNEGY ENERGY SERVICES	02/06/2020	Regular	0.00	23,850.14	184412
<u>331665720011</u>	Invoice	01/29/2020	December 2019-January 2020 #1	0.00	23,850.14	
18403	ELIZABETH GOGOLA	02/06/2020	Regular	0.00	150.00	184413
<u>020420</u>	Invoice	02/04/2020	Resident focus group thank you	0.00	150.00	
18399	ERIN KOROGODSKY	02/06/2020	Regular	0.00	100.00	184414
<u>1078561</u>	Invoice	01/22/2020	Refund	0.00	50.00	
<u>1078561-1</u>	Invoice	01/22/2020	Refund	0.00	50.00	
17444	H.M. WITT & CO. SIGNS	02/06/2020	Regular	0.00	22,095.00	184415
<u>80279</u>	Invoice	11/22/2019	Signage	0.00	22,095.00	
18402	HEATHER MCGINLEY	02/06/2020	Regular	0.00	188.72	184416
<u>1086582</u>	Invoice	01/30/2020	Refund	0.00	188.72	
11116	HIGHLAND PARK PLAYERS	02/06/2020	Regular	0.00	5,000.00	184417
<u>012920</u>	Invoice	01/29/2020	2020 Annual Stipend	0.00	5,000.00	
11121	HIGHLAND PARK STRINGS	02/06/2020	Regular	0.00	15,000.00	184418
<u>012920</u>	Invoice	01/29/2020	2020 Annual Stipend	0.00	15,000.00	

Check Register

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
18404	KARI ACEVEDO	02/06/2020	Regular	0.00	293.48	184419
<u>020420</u>	Invoice	02/04/2020	IPRA conference 01/23/20-01/24/20 roo	0.00	293.48	
16928	E-QUANTUM CONSULTING, LLC	02/06/2020	Regular	0.00	330.00	184420
<u>6151</u>	Invoice	02/04/2020	Electric Consulting Service	0.00	330.00	
10006	NCPERS GROUP LIFE INSURANCE	02/06/2020	Regular	0.00	96.00	184421
<u>3301022020</u>	Invoice	01/13/2020	NCPERS Group Life Insurance	0.00	96.00	
11901	NELS J JOHNSON TREE EXPERT INC	02/06/2020	Regular	0.00	1,060.00	184422
<u>131446</u>	Invoice	01/28/2020	Tree removal & disposal- Kennedy Park	0.00	1,060.00	
13604	NORTH SHORE GAS	02/06/2020	Regular	0.00	5,154.08	184423
<u>0601145072-000</u>	Invoice	01/20/2020	Deer Creek 12/13/19-01/16/20 #12	0.00	1,729.04	
<u>0601145072-000</u>	Invoice	01/20/2020	RCHP 12/13/19-01/16/20 #12	0.00	1,460.73	
<u>0601145072-000</u>	Invoice	01/20/2020	1240 Fredrickson Pl 12/13/19-01/16/20	0.00	1,270.87	
<u>0602225773-000</u>	Invoice	01/20/2020	1390 Sunset Rd 12/13/19-01/15/20 #12	0.00	235.83	
<u>0602405421-000</u>	Invoice	01/17/2020	2900 Trail Way,Cunniff Prk Shelter12/11/	0.00	152.37	
<u>0602405421-000</u>	Invoice	01/20/2020	1377 Clavey Rd 12/13/19-01/16/20 #12	0.00	168.58	
<u>0602405421-000</u>	Invoice	01/20/2020	3100 Trail Way 12/14/19-01/15/20 #12	0.00	136.66	
14914	NORTH SHORE WATER RECLAMATIC	02/06/2020	Regular	0.00	20.35	184424
<u>4208386</u>	Invoice	01/25/2020	0 Cavell Ave 07/11/19-10/15/19	0.00	8.14	
<u>4209596</u>	Invoice	01/25/2020	750 Lincoln Ave West 07/11/19-10/15/19	0.00	12.21	
11998	PARK DISTRICT RISK MGMT AGCY	02/06/2020	Regular	0.00	4,327.14	184425
<u>02012020</u>	Invoice	02/01/2020	Health Invoice	0.00	4,327.14	
11998	PARK DISTRICT RISK MGMT AGCY	02/06/2020	Regular	0.00	30,797.77	184426
<u>0120133</u>	Invoice	01/31/2020	Property/Liability/Workers Comp/Emp	0.00	30,797.77	
11998	PARK DISTRICT RISK MGMT AGCY	02/06/2020	Regular	0.00	153,513.74	184427
<u>0120133H</u>	Invoice	01/31/2020	Health Invoice	0.00	153,513.74	
12195	RICH WHEELER	02/06/2020	Regular	0.00	228.00	184428
<u>102519</u>	Invoice	10/25/2019	Umpire fees- Aug & Oct 2019	0.00	228.00	
12211	RICOH USA, INC	02/06/2020	Regular	0.00	847.94	184429
<u>5058626606</u>	Invoice	01/17/2020	Copies 12/17/19-01/16/20 #1	0.00	847.94	
17762	SCHWAAB INC	02/06/2020	Regular	0.00	66.50	184430
<u>4310503</u>	Invoice	01/22/2020	3 Engraved signs	0.00	38.85	
<u>4559363</u>	Invoice	01/03/2020	2 Engraved signs	0.00	27.65	
18401	SUSAN BAXTER BLUM	02/06/2020	Regular	0.00	378.00	184431
<u>1080833</u>	Invoice	01/24/2020	Refund	0.00	378.00	
18236	CIAO BELLA SEWING	02/06/2020	Regular	0.00	240.00	184432
<u>190</u>	Invoice	02/02/2020	Adult Sewing Basics- Winter 2020	0.00	240.00	
12549	THE ATHLETIC EQUIPMENT SOURCE	02/06/2020	Regular	0.00	10,176.00	184433
<u>32331</u>	Invoice	01/14/2020	2 balance beams & 2 beam mat systems	0.00	10,176.00	
17189	W-T STRUCTURAL ENGINEERING LLC	02/06/2020	Regular	0.00	11,500.00	184434
<u>1913641A-01</u>	Invoice	01/24/2020	Hidden Creek-Filtration Renovation	0.00	11,500.00	
12665	TYLER TECHNOLOGIES, INC	02/06/2020	Regular	0.00	202.59	184435
<u>025-284964</u>	Invoice	02/01/2020	Maintenance 03/01/20-10/31/20	0.00	202.59	
12703	UNITED WAY OF METRO CHICAGO	02/06/2020	Regular	0.00	66.00	184436
<u>013120</u>	Invoice	01/31/2020	United Way	0.00	66.00	
18398	WE GOT GAME, LLC	02/06/2020	Regular	0.00	643.50	184437

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>1680</u>	Invoice	01/06/2020	12/30/19-01/03/20 Basketball Camp	0.00	643.50	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	56	33	0.00	309,486.26
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	56	33	0.00	309,486.26



Park District of Highland Park, IL

Check Register

Packet: APPKT02261 - 20200211 2

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
14722	RAINOUT LINE	02/11/2020	Regular	0.00	399.00	184438
<u>1851</u>	Invoice	02/04/2020	Rainout line annual subscription thru 02/	0.00	399.00	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	399.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	399.00



Park District of Highland Park, IL

Check Register

Packet: APPKT02270 - 20200219 3

By Check Number

Vendor Number Payable #	Vendor DBA Name Payable Type	Payment Date Payable Date	Payment Type Payable Description	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
Bank Code: AP-AP BANK						
10025 <u>021820</u>	AARON FINK form W-9 Invoice	02/19/2020 02/18/2020	Regular Referee fees-December 2019	0.00 0.00	180.00 180.00	184439
18139 <u>18404</u>	AMERICAN BACKFLOW & FIRE PREV Invoice	02/19/2020 12/31/2019	Regular Fire Alarm Control Panel service call	0.00 0.00	500.00 500.00	184440
16949 <u>1026788</u>	ANDERSON LOCK Invoice	02/19/2020 11/26/2019	Regular 1000 Staff ID/Access Cards	0.00 0.00	4,370.00 4,370.00	184441
18407 <u>080519</u>	ANDY DELMONTE form w-9 Invoice	02/19/2020 08/05/2019	Regular Umpire fees - July 2019	0.00 0.00	124.00 124.00	184442
16904 <u>55302</u>	APPLIED ECOLOGICAL SERVICES INC Invoice	02/19/2020 01/31/2020	Regular Clearing of target species & herbicide tre	0.00 0.00	12,879.41 12,879.41	184443
17885 <u>20004</u>	AQITY RESEARCH & INSIGHTS INC Invoice	02/19/2020 02/03/2020	Regular 2020 PDHP Focus Groups	0.00 0.00	2,350.00 2,350.00	184444
10295 <u>021820</u>	BILL HORGAN Invoice	02/19/2020 02/18/2020	Regular Referee fees-December 2019	0.00 0.00	120.00 120.00	184445
10378 <u>1210674 011520</u> <u>1210674 021520</u> <u>1210674 121519</u> <u>1210674 21520</u> <u>1210674 215202</u>	CALL ONE Invoice Invoice Invoice Credit Memo Credit Memo	02/19/2020 01/15/2020 02/15/2020 12/15/2019 02/15/2020 02/15/2020	Regular January/February 2020 February/March 2020 December 2019/January 2020 December 2019/January 2020 January/February 2020	0.00 0.00 0.00 0.00 0.00 0.00	1,977.94 10,347.68 116.73 10,349.63 -9,418.05 -9,418.05	184446
18143 <u>36868</u>	CAPITAL DATA, INC Invoice	02/19/2020 01/31/2020	Regular Cisco Umbrella - DNS Protection	0.00 0.00	4,320.00 4,320.00	184447
17859 <u>IN727901</u>	CARASOFT TECHNOLOGY CORP Invoice	02/19/2020 01/30/2020	Regular DocuSign 12/12/19 - 12/11/20	0.00 0.00	8,859.60 8,859.60	184448
10387 <u>021820</u>	CAREY DOWDLE Invoice	02/19/2020 02/18/2020	Regular Referee fees-November 2019	0.00 0.00	60.00 60.00	184449
10411 <u>020420</u>	CATHY FIORI - PETTY CASH Invoice	02/19/2020 02/04/2020	Regular Petty cash reimbursement	0.00 0.00	303.13 303.13	184450
18408 <u>043019</u>	CHARLES LOVE form w-9 Invoice	02/19/2020 04/30/2019	Regular Referee fees - February 2019	0.00 0.00	80.00 80.00	184451
14576 <u>1093976</u> <u>1093976-1</u> <u>1093976-2</u> <u>1093976-3</u> <u>1093976-4</u> <u>1093976-5</u> <u>1093976-6</u> <u>1093976-7</u> <u>1093976-8</u>	CHICAGO MAGIC INC. Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice	02/19/2020 02/06/2020 02/06/2020 02/06/2020 02/06/2020 02/06/2020 02/06/2020 02/06/2020 02/06/2020 02/06/2020	Regular Refund Refund Refund Refund Refund Refund Refund Refund Refund	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	1,140.00 76.00 76.00 231.50 48.00 76.00 249.00 76.00 231.50 76.00	184452
14752 <u>257514</u>	CITY OF HIGHLAND PARK Invoice	02/19/2020 01/31/2020	Regular 2020 Highlander Contribution	0.00 0.00	4,779.06 4,779.06	184453
15906	DANNY SZEWCZYK	02/19/2020	Regular	0.00	60.00	184454

Check Register

Vendor Number Payable #	Vendor DBA Name Payable Type	Payment Date Payable Date	Payment Type Payable Description	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
<u>021820</u>	Invoice	02/18/2020	Referee fees-November 2019	0.00	60.00	
16685 <u>102519</u>	DAVID ZELIG Invoice	02/19/2020 10/25/2019	Regular Umpire fees - September 2019	0.00	57.00	184455
17965 <u>021820</u>	DEBRA A CARR Invoice	02/19/2020 02/18/2020	Regular Referee fees-December 2019	0.00	120.00	184456
10756 <u>021820</u>	DRUE HOFFMAN Invoice	02/19/2020 02/18/2020	Regular Referee fees-December 2019	0.00	189.00	184457
10897 <u>44436</u>	FLUORECYCLE, INC Invoice	02/19/2020 12/13/2019	Regular Fluorescent lights & battery recycling	0.00	187.15	184458
10954 <u>020520</u>	MAGIC OF GARY KANTOR Invoice	02/19/2020 02/05/2020	Regular 02/03/20 class fee	0.00	136.50	184459
10974 <u>5430.200-11</u>	GEWALT HAMILTON ASSOCIATES IN Invoice	02/19/2020 01/30/2020	Regular PDHP Danny Cunniff Tennis Court Darinag	0.00	618.88	184460
11048 <u>010220</u>	ZINGARI LLC Invoice	02/19/2020 01/02/2020	Regular Deposit for horse riding lessons 2020	0.00	8,000.00	184461
11048 <u>121119</u>	ZINGARI LLC Invoice	02/19/2020 12/11/2019	Regular Deposit for tent rental 2020	0.00	4,500.00	184462
17302 <u>5193059979</u>	HEAD/PENN RACQUET SPORTS Invoice	02/19/2020 01/17/2020	Regular String sets	0.00	116.76	184463
11274 <u>021820</u>	JAY BACH Invoice	02/19/2020 02/18/2020	Regular Referee fees-December 2019	0.00	99.00	184464
11276 <u>021820</u>	JAY ZIMMERMAN Invoice	02/19/2020 02/18/2020	Regular Assignor fees & Referee fees Nov/Dec 20	0.00	504.00	184465
17929 <u>021820</u>	JEFFREY A. SCHELL Invoice	02/19/2020 02/18/2020	Regular Referee fees-December 2019	0.00	45.00	184466
18409 <u>012820</u>	JENNIFER MASTROLONARDO Invoice	02/19/2020 01/28/2020	Regular IPRA conference 01/23/20-01/25/20 roo	0.00	250.00	184467
18140 <u>021820</u>	JOHN MADDEN Invoice	02/19/2020 02/18/2020	Regular Referee fees-December 2019	0.00	132.00	184468
18406 <u>1100963</u>	LINDA BRANNEN Invoice	02/19/2020 02/13/2020	Regular Refund	0.00	18.99	184469
11665 <u>021820</u>	MARC EKLUND Invoice	02/19/2020 02/18/2020	Regular Referee fees-December 2019	0.00	215.00	184470
15461 <u>012820</u>	MARIANA P HENRIQUES Invoice	02/19/2020 01/28/2020	Regular IPRA Conference 01/23/20-01/25/20 roo	0.00	298.70	184471
11805 <u>021820</u>	MIKE CORRIGAN Invoice	02/19/2020 02/18/2020	Regular Referee fees-December 2019	0.00	120.00	184472
11809 <u>021820</u>	MIKE FRAGIAS Invoice	02/19/2020 02/18/2020	Regular Referee fees-December 2019	0.00	120.00	184473
18320 <u>1036</u>	MINDY GARFINKLE PHOTOGRAPHY Invoice	02/19/2020 02/11/2020	Regular Photo shoot - Daddy Daughter Dance	0.00	175.00	184474
17710 <u>0003712300</u> <u>0003712950</u> <u>0003713494</u>	MNJ TECHNOLOGIES DIRECT, INC Invoice Invoice Invoice	02/19/2020 01/31/2020 02/05/2020 02/07/2020	Regular 15 ea. POS Terminals & wireless keyboard Lenovo 5yr extended service - POS termin 2 ea POS Terminals & wireless keyboards	0.00 0.00 0.00	22,328.58 17,919.50 1,575.00 2,389.28	184475

Check Register

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>0003713582</u>	Invoice	02/09/2020	2 Receipt printers - EZ Links	0.00	444.70	
11901	NELS J JOHNSON TREE EXPERT INC	02/19/2020	Regular	0.00	480.00	184476
<u>131493</u>	Invoice	02/03/2020	Community Park tree branch removal on/	0.00	480.00	
13604	NORTH SHORE GAS	02/19/2020	Regular	0.00	984.03	184477
<u>0602405421-000</u>	Invoice	02/06/2020	Aquatic Park 12/01/19-01/01/20 #12	0.00	297.39	
<u>0602405421-000</u>	Invoice	02/06/2020	Aquatic Park 01/01/20-02/01/20	0.00	340.56	
<u>0608197547-000</u>	Invoice	02/06/2020	Sunset Rd N of Bldg 01/01/20-02/01/20	0.00	346.08	
11998	PARK DISTRICT RISK MGMT AGCY	02/19/2020	Regular	0.00	4,327.14	184478
<u>03012020</u>	Invoice	02/12/2020	Health Invoice	0.00	4,327.14	
18412	PAT GOSS form w-9	02/19/2020	Regular	0.00	35.00	184479
<u>021820</u>	Invoice	02/18/2020	Referee fess-December 2019	0.00	35.00	
12060	RAINES HONEY FARM	02/19/2020	Regular	0.00	1,960.00	184480
<u>021220</u>	Invoice	02/12/2020	14 Framed hive nucs	0.00	1,960.00	
12065	PIONEER PRESS	02/19/2020	Regular	0.00	39.00	184481
<u>167567896 0108</u>	Invoice	01/08/2020	1 day/wk subscription thru 07/09/20	0.00	39.00	
12091	POSTMASTER OF HIGHLAND PARK	02/19/2020	Regular	0.00	240.00	184482
<u>127 Permit</u>	Invoice	02/18/2020	Permit 127 fee	0.00	240.00	
12157	RAY AMIDEI	02/19/2020	Regular	0.00	850.00	184483
<u>013020</u>	Invoice	01/30/2020	01/15/20, 01/21/20 CPR/AED Class fees	0.00	850.00	
16239	RICOH USA, INC.	02/19/2020	Regular	0.00	3,337.90	184484
<u>103288981</u>	Invoice	02/06/2020	Ricoh Lease 02/25/20-03/24/20	0.00	3,337.90	
16076	SARAH KOKES	02/19/2020	Regular	0.00	325.00	184485
<u>020620</u>	Invoice	02/05/2020	Photographic fee	0.00	325.00	
18410	SIKICH LLP	02/19/2020	Regular	0.00	7,500.00	184486
<u>422014</u>	Invoice	02/06/2020	Professional services thru 01/31/20	0.00	7,500.00	
12393	SMITHGROUP, INC.	02/19/2020	Regular	0.00	6,630.00	184487
<u>0144752</u>	Invoice	01/31/2020	Prof Services 11/30/19-12/27/19 Coastal	0.00	3,305.00	
<u>0144755</u>	Invoice	01/31/2020	Prof Service 11/30-12/27/19 Beach Emer	0.00	3,325.00	
18184	SPORTS MADE PERSONAL LLC	02/19/2020	Regular	0.00	2,298.00	184488
<u>1093988</u>	Invoice	02/06/2020	Refund	0.00	144.00	
<u>1093988-1</u>	Invoice	02/06/2020	Refund	0.00	144.00	
<u>1093988-10</u>	Invoice	02/06/2020	Refund	0.00	187.75	
<u>1093988-11</u>	Invoice	02/06/2020	Refund	0.00	187.75	
<u>1093988-12</u>	Invoice	02/06/2020	Refund	0.00	76.00	
<u>1093988-13</u>	Invoice	02/06/2020	Refund	0.00	187.75	
<u>1093988-2</u>	Invoice	02/06/2020	Refund	0.00	144.00	
<u>1093988-3</u>	Invoice	02/06/2020	Refund	0.00	144.00	
<u>1093988-4</u>	Invoice	02/06/2020	Refund	0.00	144.00	
<u>1093988-5</u>	Invoice	02/06/2020	Refund	0.00	187.75	
<u>1093988-6</u>	Invoice	02/06/2020	Refund	0.00	187.75	
<u>1093988-7</u>	Invoice	02/06/2020	Refund	0.00	187.75	
<u>1093988-8</u>	Invoice	02/06/2020	Refund	0.00	187.75	
<u>1093988-9</u>	Invoice	02/06/2020	Refund	0.00	187.75	
12455	STERNBERG LANTERNS, INC.	02/19/2020	Regular	0.00	3,779.00	184489
<u>54036</u>	Invoice	01/20/2020	Pole mounted fixtures	0.00	3,779.00	
18411	STUDIO E 16, LLC	02/19/2020	Regular	0.00	325.00	184490
<u>SYGC_DEPINV</u>	Invoice	02/07/2020	30 second TV commercial - Deposit	0.00	325.00	
12569	THE LAKOTA GROUP, INC.	02/19/2020	Regular	0.00	1,947.50	184491

Check Register

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>19038-02</u>	Invoice	01/13/2020	Green Print 2024 Updates 12/01/19-12/3	0.00	1,947.50	
12569	THE LAKOTA GROUP, INC.	02/19/2020	Regular	0.00	1,445.00	184492
<u>19038-03</u>	Invoice	02/12/2020	Green Print 2024 Updates 01/01/20-01/3	0.00	1,445.00	
15868	TODD WEBER	02/19/2020	Regular	0.00	114.00	184493
<u>102519</u>	Invoice	10/25/2019	Umpire fees - October 2019	0.00	114.00	
16823	WELLS FARGO EQUIPMENT FINANCI	02/19/2020	Regular	0.00	1,046.23	184494
<u>5009080826</u>	Invoice	02/04/2020	Walking green's mower lease	0.00	1,046.23	
16823	WELLS FARGO EQUIPMENT FINANCI	02/19/2020	Regular	0.00	515.26	184495
<u>5009080827</u>	Invoice	02/04/2020	Walking green's mower lease	0.00	515.26	
17301	WILSON SPORTING GOODS	02/19/2020	Regular	0.00	1,608.77	184496
<u>4530266357</u>	Invoice	02/04/2020	Tballs	0.00	1,608.77	
17515	WINDSTREAM	02/19/2020	Regular	0.00	2,537.30	184497
<u>72195937</u>	Invoice	01/22/2020	January 2020	0.00	2,537.30	
10650	WOODHOUSE TINUCCI ARCHITECTS	02/19/2020	Regular	0.00	6,372.12	184498
<u>01-4893</u>	Invoice	01/15/2020	Rec Center Locker Rm	0.00	6,300.00	
<u>01-4894</u>	Invoice	01/15/2020	Rec Center Locker Rm	0.00	72.12	
18413	ZACH BOSEN form w-9	02/19/2020	Regular	0.00	285.00	184499
<u>102519</u>	Invoice	10/25/2019	Umpire fees-July 2019	0.00	285.00	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	93	61	0.00	129,315.95
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	93	61	0.00	129,315.95



Park District of Highland Park, IL

Check Register

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By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: PAYROLL-PAYROLL BANK						
10058	AFLAC	02/04/2020	Bank Draft	0.00	874.72	DFT0002474
<u>AFLAC 013120</u>	Invoice	01/31/2020	AFLAC 01/31/20	0.00	874.72	
11161	ICMA RETIREMENT TRUST #302037	02/04/2020	Bank Draft	0.00	27.00	DFT0002475
<u>ICMA 457 01312</u>	Invoice	01/31/2020	Wire Transfer ICMA 457 Deferred Comp	0.00	27.00	

Bank Code PAYROLL Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	901.72
EFT's	0	0	0.00	0.00
	2	2	0.00	901.72



Park District of Highland Park, IL

Check Register

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By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: PAYROLL-PAYROLL BANK						
11161	ICMA RETIREMENT TRUST #302037	02/04/2020	Bank Draft	0.00	5,469.69	DFT0002476
<u>ICMA 457 01312</u>	Invoice	01/31/2020	Wire Transfer ICMA 457 Deferred Comp	0.00	5,469.69	
12825	ICMA RETIREMENT TRUST #705568	02/04/2020	Bank Draft	0.00	335.00	DFT0002477
<u>ICMA Roth 01312</u>	Invoice	01/31/2020	Wire Transfer ICMA Roth	0.00	335.00	
11177	ILL MUNICIPAL RETIREMENT FUND	02/04/2020	Bank Draft	0.00	73,628.23	DFT0002478
<u>IMRF January 202</u>	Invoice	01/31/2020	IMRF 01/31/20	0.00	73,628.23	

Bank Code PAYROLL Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	3	3	0.00	79,432.92
EFT's	0	0	0.00	0.00
	3	3	0.00	79,432.92



Park District of Highland Park, IL

Check Register

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By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP-AP BANK						
11188	ILLINOIS DEPT. OF REVENUE	02/13/2020	Bank Draft	0.00	64.00	DFT0002479
<u>January 2020</u>	Invoice	02/11/2020	January 2020	0.00	64.00	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	64.00
EFT's	0	0	0.00	0.00
	1	1	0.00	64.00



Park District of Highland Park, IL

Check Register

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By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: PAYROLL-PAYROLL BANK						
11161	ICMA RETIREMENT TRUST #302037	02/19/2020	Bank Draft	0.00	5,429.16	DFT0002492
<u>ICMA 457 02182</u>	Invoice	02/18/2020	Wire Transfer ICMA 457 Deferred Comp	0.00	5,429.16	
12825	ICMA RETIREMENT TRUST #705568	02/19/2020	Bank Draft	0.00	335.00	DFT0002493
<u>ICMA Roth 02182</u>	Invoice	02/18/2020	Wire Transfer ICMA Roth	0.00	335.00	

Bank Code PAYROLL Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	5,764.16
EFT's	0	0	0.00	0.00
	2	2	0.00	5,764.16



Park District of Highland Park, IL

Check Register

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By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP-AP BANK						
10313	BOA P-CARD STATEMENTS	01/28/2020	Bank Draft	0.00	148,756.44	DFT0002460
<u>010720</u>	Invoice	01/07/2020	P-Card with PA	0.00	148,756.44	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	148,756.44
EFT's	0	0	0.00	0.00
	1	1	0.00	148,756.44



Park District of Highland Park, IL

Check Register

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By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP-AP BANK						
10313	BOA P-CARD STATEMENTS	01/28/2020	Bank Draft	0.00	4,796.43	DFT0002461
<u>01072020</u>	invoice	01/07/2020	P-Card with PA	0.00	4,796.43	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	4,796.43
EFT's	0	0	0.00	0.00
	1	1	0.00	4,796.43

P-Card Transactions
12/08/19 - 01/07/20

Vendor Name	Transaction Count	Amount Total
2765 Dominos Pizza	2	\$71.91
802 BOWLERO 8003425263	2	\$1,028.00
9183 Dominos Pizza	1	\$47.94
ABC PRINTING COMPANY	1	\$54.51
AIR COMFORT CORPORATIO	1	\$3,370.00
ALL AMERICAN AWARDS	1	\$2,783.75
AMAZON.COM AG50Q5AT3 A	1	\$37.90
AMAZON.COM AMZN.COM/BI	1	(\$1.51)
AMAZON.COM GJ19E7UL3 A	1	\$901.60
AMERICAN SOC OF LAN	1	\$495.00
AMZN DIGITAL 888-802-3	3	(\$8.97)
AMZN DIGITAL 9P0SC0933	1	\$3.99
AMZN Mktp US	2	(\$118.00)
AMZN MKTP US 3G3NQ3WL3	1	\$21.00
AMZN MKTP US 4920K4XN3	1	\$174.48
AMZN Mktp US 7F65Y6GG3	1	\$455.00
AMZN Mktp US 7I5C046Q3	1	\$54.57
AMZN Mktp US 8I7MZ53T3	1	\$22.05
AMZN MKTP US 9D2JD6X13	1	\$9.95
AMZN MKTP US AMZN.COM/	1	(\$1.56)
AMZN Mktp US CM3BM93T3	1	\$17.99
AMZN Mktp US MC6C08FQ3	1	\$40.79
AMZN MKTP US PT8E60Z73	1	\$18.86
AMZN Mktp US QR0H78S73	1	\$506.91
AMZN Mktp US TR01B0RH3	1	\$44.48
AMZN Mktp US U25C85VQ3	1	\$833.80
AMZN MKTP US ZM1ZD3A83	1	\$44.26
ANDERSON LOCK CO	1	\$183.80
ANIXTER/CLARK/TRI-ED	1	(\$175.47)
ARLINGTON POWER EQUIPM	1	\$452.79
AT&T PREMIER EBIL	1	\$1,243.56
ATT BUS PHONE PMT	2	\$180.69
AVALON PETROLEUM	1	\$3,615.36
BACK YARD GRILL	1	\$390.00
BARNABYS OF NORTHBROOK	2	\$216.25
BARNES & NOBLE #2020	1	\$33.24
BECKER ARENA	1	\$968.40
BHFX #10	3	\$160.00
BLS MAGISTO	1	\$15.00
BLS SPAMTITAN	1	\$180.00
BURRIS EQUIPMENT CO	4	\$6,938.92
CANVA 02542-22306206	1	\$1.00
CATERED BY DESIGN	1	\$1,741.20
CELEBRATIONS PARTY REN	1	\$70.20
CHEMCRAFT INDUSTRIES I	1	\$326.00
CHICAGO TRIB SUBSCRIPT	1	\$15.96
CITY OF HIGHLAND PARK	2	\$16,343.50
CLAIM ADJ/COMCAST CHICAGO	1	(\$15.00)
CLAIM ADJ/SP BELLGRACE	1	(\$78.47)
CLEAN CUT TREE CARE IN	3	\$3,908.00
CLIFFORD WALD AND COMP	1	\$462.47

P-Card Transactions

12/08/19 - 01/07/20

CLUCKERS CHARCOAL CHIC	1	\$120.51
COMCAST	1	\$12,331.90
COMCAST CHICAGO	1	\$146.85
COMCAST CHICAGO CS 1X	7	\$1,579.94
CONSERV FS INC	1	\$1,593.02
COOPERS HAWK WHEELING	1	\$84.00
CRAFTWOOD LUMBER & HAR	19	\$1,084.17
CUSTOMINK LLC	1	\$17.00
CUTLER WORKWEAR	1	\$128.20
CVS/PHARMACY #04787	5	\$230.66
DD/BR #306048	5	\$251.88
DNH GODADDY.COM	1	\$339.98
DOLLAR TREE	1	\$45.50
DOMESTIC UNIFORM 5	1	\$167.55
DOMINO'S 9183	2	\$80.92
DROPBOX SRMQ7YJBVGMB	1	\$11.99
DTV DIRECTV SERVICE	3	\$618.92
EMPIRE COOLER SERVICE	1	\$150.00
ENTRYEEZE	1	(\$64.85)
FACEBK 8GUWNPWWU2	1	\$19.24
FACEBK 8RJ8UPAWU2	1	\$100.00
FACEBK BQ3AHP6XU2	1	\$100.00
FACEBK QZRATP2XU2	1	\$100.00
FACTORY CLEANING EQUIP	1	\$284.28
FEDEX 779071275558	1	\$10.35
FEDEX 779071394523	1	\$10.35
FEDEX 940432787735	1	\$15.38
FISHTECH	2	\$17.94
FORESTRY SUPPLIERS INC	1	\$427.43
FUN EXPRESS	1	\$350.60
GLENVIEW PARK DISTRICT	2	\$0.00
Google LLC	1	\$4.16
GOVERNMENT FINANCE OFF	1	\$280.00
GRAINGER	9	\$1,399.46
GUITAR CENTER #337	1	\$94.04
HALOGEN SUPPLY COMPANY	2	\$825.40
HEY AND ASSOCIATES INC	1	\$6,391.00
HOMEDEPOT.COM	1	\$99.00
Howard Industries	2	\$5,324.02
IDLEWOOD ELECTRIC SUPP	3	\$164.61
ILCA	1	\$149.00
ILLINOIS ASSOCIATION O	8	\$2,650.00
IMAGES ALIVE LTD	1	\$1,755.61
IMPERIAL SURVEILLANCE,	1	\$1,031.00
INDEED	1	\$137.91
INT IN AQUATIC ECOSYS	1	\$2,930.00
INT IN G&C GLASS, MIR	1	\$1,731.60
INT IN SOUND OF MUSIC	1	\$38.00
INT IN THE LOCAL MOMS	1	\$200.00
INT IN THE MULCH CENT	4	\$720.00
INT IN YOU & COMPANY	1	\$144.00
INTEGRATED LAKES MANAG	1	\$1,900.00

P-Card Transactions
12/08/19 - 01/07/20

INTERNATIONAL TRANSACTION	1	\$1.44
IPRA	1	\$279.00
JEWEL-OSCO	18	\$499.55
JIMMY JOHNS - 488	1	\$80.09
JOANN STORES #612	1	\$6.29
JOHNSTONE SUPPLY OF VH	2	\$85.50
JORSON AND CARLSON COM	1	\$107.28
JUDY'S PIZZERIA	2	\$157.75
K & M PRINTING	1	\$680.00
KEYTH TECHNOLOGIES	1	\$3.00
KIRBY BUILT PRODUCTS	1	\$103.66
LA CASA DE ISAAC/MOISH	1	\$29.06
LAKESHORE RECYCLING SY	7	\$2,654.93
LEWIS FLOOR AND HOME	1	\$752.50
LIFE FITNESS	1	\$154.87
LINKEDIN-507 1096653	1	\$299.88
LITTLE TOMMY S PLUMBIN	1	\$189.00
LOGSDON OFFICE SUPPLY	1	\$752.98
MACNICIAN	1	\$920.00
MAILCHIMP MONTHLY	1	\$285.81
MARIANOS #542	3	\$45.49
MARK VEND CO.	1	\$158.80
MENARDS 3327	4	\$54.00
MUTUAL ACE HARDWARE &	12	\$688.04
NAPA AUTO PRTS HIGHLAN	13	\$438.53
NORTHSHORE PHYSICIAN	1	\$222.00
OFFICESUPPLY.COM	5	\$944.84
ONCE UPON A BAGEL	2	\$159.00
ONE DAY SHOOTOUTS	3	\$597.00
PANERA BREAD #203281	1	\$255.36
PANERA BREAD #204027	1	\$214.51
PANERA BREAD #204027 P	1	\$70.28
PARTY CITY 1002	1	(\$3.84)
PARTY CITY 168	1	\$67.07
PARTY CITY 5210	1	\$123.69
PARTY CITY 5283	1	\$68.91
PELLA ENGRAVING COMP	1	\$272.86
PETRA 1	2	\$1,279.01
PROSAFETY	1	\$1,803.50
QUICKSCORES COM	2	\$308.00
READYREFRESH BY NESTLE	1	\$213.28
RED WING SHOE STORE 1	1	\$150.00
REINDERS - SUSSEX AR	1	\$165.49
REINDERS - SUSSEX CS	1	\$162.12
ROGANS SHOES INC KENOS	1	\$105.40
ROSE PEST SOLUTIONS	1	\$500.00
SAFETYSIGN.COM	1	\$48.87
SAMSClub #6228	1	\$116.52
SANTO SPORT STORE	21	\$9,293.00
SCHWAAB AR	1	\$276.25
SMITHEREEN PEST MANAGE	2	\$108.00
SQU SQ BENT FORK BAKE	3	\$1,311.00

P-Card Transactions
12/08/19 - 01/07/20

SQU SQ BENT FORK BAKE	1	(\$157.50)
SQU SQ FOOD SAFETY AN	1	\$180.00
SQU SQ SUNBURST SPORT	1	\$171.30
STAPLES 00116616	1	\$70.95
TARGET 00008334	1	\$100.00
TARGET 00011676	1	\$20.00
TARGET 00011684	4	\$104.49
TEAMSNAP	3	\$155.90
TEC #126	1	\$4.14
TEC #130	3	\$143.84
TEE TIME- EZLINKS	2	\$5,346.25
THE HOME DEPOT #1922	2	\$63.96
THE HOME DEPOT #1926	9	\$151.46
THE HOME DEPOT 1926	1	\$247.91
THE PARK CATALOG	1	\$3,399.80
TRIBUNE PUBLISHING COM	1	\$63.20
USGA MEMBERSHIP	1	\$150.00
USPS KIOSK 1636069550	1	\$16.50
USPS PO 1636060035	1	\$20.25
VERMONT SYSTEMS INC	1	\$8,724.00
WALKER BROS. ORIGINAL	3	\$340.85
WAL-MART #3893	1	\$43.38
WALMART.COM	1	\$73.89
WAREHOUSE DIRECT	14	\$1,376.29
WAUKEGAN TIRE #2	1	\$75.00
WEB NETWORKSOLUTIONS	2	\$263.88
WEISSMAN DESIGNS FOR D	1	\$50.77
WILD GOOSE CHASE	1	\$2,651.36
WILDFIRE LINCOLNSHIRE	1	\$72.00
WM SUPERCENTER #3893	1	\$18.81
WWW.PINSTRIPES.COM	1	\$4,777.00
YOUR ADVANTAGE II LT	1	\$165.00
TOTAL		\$153,552.87



Memorandum

To: Park Board of Commissioners
From: Jeff Smith, Director of Planning and Projects; Brian Romes, Executive Director
Date: February 25, 2020
Subject: **Rosewood Beach**

Summary

At the February 11 Workshop Meeting, staff reported on continued work with SmithGroup to address erosion at Rosewood Beach due to near-record high lake levels and increased storm activity in Lake Michigan and discussed options for each cove. After evaluating the underwater weir, reduced gap, back of beach revetment and sand nourishment options at each cove, the Park Board expressed the following:

Interpretive Cove: The Park Board favored construction of a back of beach revetment and requested that staff obtain a proposal from SmithGroup to prepare construction documents with the possibility of construction occurring in the Fall of 2020.

Swimming Cove: The Park Board decided against the underwater weir and reduced gap options and requested more information on the back of beach revetment. The Board requested that staff obtain a proposal from SmithGroup to prepare construction documents for the back of beach revetment.

Recreation Cove: The Park Board did not provide consensus on the underwater weir, reduced gap, or the back of beach revetment. Additional information was requested on sand nourishment with an understanding that the alternative would be closing this cove and removing the playground shade structure.

Financial Impact

The Park District has \$550,000 budgeted for Rosewood Beach Protections in the 2020 Capital Budget and \$600,000 allocated in the 2021 Capital Plan.

Recommendation

Staff will review the attached proposal from SmithGroup with the Park Board for their consideration to authorize the Executive Director to enter into an agreement with SmithGroup.

SMITHGROUP

LETTER FORM PROPOSAL

Date: February 20, 2020
Rev

Jeff Smith

Assistant Director of Parks, Properties and Planning
Park District of Highland Park
West Ridge Center
636 Ridge Road
Highland Park, IL 60035

RE: Rosewood Beach Protection Construction Documents

Dear Jeff Smith:

INTRODUCTORY PARAGRAPH

The near record breaking high water levels in Lake Michigan continue to threaten the recently installed infrastructure at Rosewood Beach Park. The Park District of Highland Park is seeking a proposal to develop construction documents for each of the three coves currently suffering from erosion.

On behalf of SmithGroup, Inc., ("SmithGroup") I am pleased to submit this proposal for the Park District of Highland Park's Rosewood Beach Protection Construction Documents. The following is our understanding of the services which are to be provided.

SCOPE OF SERVICES

The suggested scope of work includes the following:

1. Task 1a: Interpretive Cove Construction Documents – Based on the conceptual designs generated for this cove, the Park District has selected to move forward with a concept which places a protective revetment in front of the interpretive center's sheetpile foundation and to install sheetpile along the edge of the parking lot. This task includes the following: pre-application discussions with regulatory, preparation and submittal of permitting documents, preparation of a project manual inclusive of construction drawings and technical specifications ready for bidding, and attendance and presentation at two meetings in Highland Park.
2. Task 1b: Interpretive Cove Construction Coordination – Following the award of the construction contract, SmithGroup will coordinate with the selected contractor to review submittals and respond to RFIs. In addition, SmithGroup will perform two site visits to visually inspect the construction for compliance with the project manual. SmithGroup will provide recommendation for payment based on work complete.
3. (Optional) Task 2a: Swimming Cove Construction Documents – Based on the conceptual designs generated for this cove, the Park District would like to preliminarily move forward with installation of a back of beach revetment with possible future modification to the breakwaters. This revetment will be strategically placed in front of the restroom and concession buildings as well as vulnerable boardwalk. This task includes the

Park District of Highland Park	Rosewood Beach Protection Construction Documents Highland Park, IL	Rev. 08.01.18 SmithGroup 11766.001
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SMITHGROUP

following: pre-application discussions with regulatory, preparation and submittal of permitting documents, and preparation of a project manual inclusive of construction drawings and technical specifications ready for bidding.

4. (Optional) Task 2b: Swimming Cove Construction Coordination - Following the award of the construction contract, SmithGroup will coordinate with the selected contractor to review submittals and respond to RFIs. In addition, SmithGroup will perform two site visits to visually inspect the construction for compliance with the project manual. SmithGroup will provide recommendation for payment based on work complete.
5. (Optional) Task 3a: Recreational Cove Construction Documents – The southernmost cove continues to erode with high water levels and storm events. The Park District would like to place sand nourishment within this cove to provide a recreational space for the 2020 summer season understanding this nourishment is at risk of erosion should lake levels continue to rise. SmithGroup has been asked to prepare construction drawings and specifications for this nourishment based on previous placement performed in Fall 2019. This task includes the following: preparation of construction drawings specific to the recreational cove and pre-construction coordination with the selected contractor.
6. (Optional) Task 3b: Recreational Cove Construction Coordination – SmithGroup will perform two site visits during construction and act as the Park District’s representative. SmithGroup will review material delivery reports and provide recommendation for payment based on work complete.

ASSUMPTIONS

The following assumptions has been made in the preparation of this proposal:

- The Park District of Highland Park will supply its own front-end contract documents for the project manual.
- The Park District will coordinate bidding. The above tasks include time for response to contractor requests but does not include participating in pre-bid or award. These services can be included as additional scope.
- No additional surveys will be conducted prior to preparation of the construction documents. Surveys from May 2019 will be used as the baseline.
- Two presentations have been budgeted in the above scope as part of Task 1a. However, these presentations are not limited to the scope of Task 1 and will include discussion of the optional scope, if included.

PREPARATION OF DIGITAL DATA

In the event SmithGroup is requested to prepare digital data for transmission to the Owner's consultants, contractors or other Owner authorized recipients ("Digital Data"), the Owner acknowledges that due to the limitations of the digital data software, not all elements of SmithGroup's services may be represented in the Digital Data, this being in the sole discretion of SmithGroup. Accordingly, although SmithGroup will endeavor to represent all material elements of SmithGroup's services in the Digital Data, any use shall not relieve the Owner's consultants, contractors, or other Owner authorized recipients or their respective obligations. The Owner agrees that it will include this provision in any agreements with its consultants, contractors, or other Owner authorized recipients, in which Digital Data is provided.

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SMITHGROUP

SCHEDULE

Based on our familiarity with the site and the desire to have the option of installing preventative measures this year, SmithGroup anticipates being able to have construction drawings prepared 8-10 weeks following the signing of this proposal. Tasks will be prioritized based on need an acceptance of this proposal. All efforts will be made to shorten this timeline. Delays outside the control of SmithGroup will result in delays in the delivery of the permit applications.

COMPENSATION

Park District of Highland Park shall compensate SmithGroup for the scope of services outlined a fixed fee lump sum, plus reimbursable cash charges:

- Task 1a: a fixed fee lump sum of \$25,500, plus reimbursable cash expenses
- Task 1b: a fixed fee lump sum of \$12,100, plus reimbursable cash expenses
- Task 2a: a fixed fee lump sum of \$13,200, plus reimbursable cash expenses
- Task 2b: a fixed fee lump sum of \$12,100, plus reimbursable cash expenses, reduction of \$5,000 if performed in conjunction with Task 1b in which case a total of three site visits between Task 1 & 2 have been budgeted.
- Task 3a: a fixed fee lump sum of \$7,000, plus reimbursable cash expenses
- Task 3b: a fixed fee lump sum of \$7,400, plus reimbursable cash expenses

Ongoing permit coordination beyond the submittal of the permits will be billed a fee equal to the average hourly rate of our project staff actively engaged in the program for all personnel hours worked, including the mandatory and customary benefits such as taxes, insurance, health, holidays, vacations, pensions, and similar benefits.

REIMBURSABLE EXPENSES

In addition to the fee indicated above, the following cash costs shall be reimbursable:

1. Travel expenses related to this project. Reimbursement for car mileage is the standard mileage allowance determined by the Internal Revenue Service. The current mileage rate is \$0.58 per mile;
2. Printing and/or reproduction of presentation materials, sketches, drawings, specifications, reports and other project related documents, either digitally or in hard copy;
3. Long distance telephone and facsimile charges, postage, express charges and other similar items;
4. Models, renderings, photography and other special presentation material for other than the Architect's own use;
5. Regulatory Agency review fees; and
6. Employment of, with client's prior approval, special consultants other than those listed in this proposal.

Compensation for these reimbursable expenses will include a 10% management fee.

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SMITHGROUP

We estimate the reimbursable expenses for Task 1 to be \$1,000, Task 2 to be \$650, and Task 3 to be \$450; total for all tasks \$2,100.

ADDITIONAL SERVICES

Requests for additional services or staff will be documented by SmithGroup (if given verbally), and the work will commence upon Park District of Highland Park approval of an estimated fee for that effort or, if not agreed otherwise, Park District of Highland Park shall reimburse SmithGroup on an hourly basis of SmithGroup's project staff actively engaged for all personnel hours worked on the project.

PAYMENTS

Invoices will be prepared monthly on the basis of percentage of completion.

All payments due to SmithGroup shall be made monthly upon presentation of the statement of services rendered. All payments due SmithGroup under this agreement shall bear interest at one-and one-half (1½%) percent per month commencing thirty (30) days after the date of billing.

DELIVERY OF CADD GRAPHIC FILES

Any electronic/data/digital files (Files) from SmithGroup shall be deemed Instruments of Service, and/or Work Product, as the case may be, for the Project identified above. Park District of Highland Park covenants and agrees that: 1) the Files are Instruments of Service of SmithGroup, the author, and/or Work Product of SmithGroup, as the case may be; 2) in providing the Files, SmithGroup does not transfer common law, statutory law, or other rights, including copyrights; 3) the Files are not Contract Documents, in whole or in part; and 4) the Files are not As-Built files. Park District of Highland Park agrees to report any defects in the Files to SmithGroup, within 45 days of the initial Files transmittal date (Acceptance Period). It is understood that SmithGroup will correct such defects, in a timely manner, and retransmit the Files. Park District of Highland Park further agrees to compensate SmithGroup, as Additional Services, for the cost of correcting defects reported to SmithGroup after the Acceptance Period. Park District of Highland Park understands that the Files have been prepared to SmithGroup's criteria and may not conform to Park District of Highland Park drafting or other documentation standards. Park District of Highland Park understands that, due to the translation process of certain CADD formats, and the transmission of such Files to Park District of Highland Park that SmithGroup does not guarantee the accuracy, completeness or integrity of the data, and that the Park District of Highland Park will hold SmithGroup harmless for any data or file clean-up required to make these Files usable. Park District of Highland Park understands that even though SmithGroup may have computer virus scanning software to detect the presence of computer viruses, there is no guarantee that computer viruses are not present in the Files, and that Park District of Highland Park will hold SmithGroup harmless for such viruses and their consequences, as well as any and all liability or damage caused by the presence of a computer virus in the Files. Park District of Highland Park agrees, to the fullest extent permitted by law, to indemnify and hold SmithGroup harmless from any and all damage, liability, or cost (including protection from loss due to attorney's fees and costs of defense), arising from or in any way connected with and changes made to the Files by Park District of Highland Park. Under no circumstances shall transfer of Files to Park District of Highland Park be deemed a sale by SmithGroup. SmithGroup makes no warranties, express or implied, of merchantability or fitness for any particular purpose.

LIMITATION OF LIABILITY

Park District of Highland Park	Rosewood Beach Protection Construction Documents Highland Park, IL	Rev. 08.01.18 SmithGroup 11766.001
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SMITHGROUP

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, PARK DISTRICT OF HIGHLAND PARK AGREES THAT THE TOTAL LIABILITY OF SMITHGROUP IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OR OTHERWISE, SHALL NOT EXCEED AND SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY SMITHGROUP UNDER THIS AGREEMENT.

MISCELLANEOUS PROVISIONS

SmithGroup will use reasonable professional efforts and judgment in responding in the design to applicable federal, state and local laws, rules, codes, ordinances and regulations. Park District of Highland Park acknowledges that certain state and local laws, rules, codes, ordinances and regulations may reference standards that are outdated and/or contrary with today's industry requirements. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all such outdated and/or contrary federal, state and local laws, rules, codes, ordinances and regulations

Notwithstanding anything to the contrary, nothing contained herein shall be construed: i) to constitute a guarantee, warranty or assurance, either express or implied, that the SmithGroup's Services will yield or accomplish a perfect outcome for this Project; or ii) to obligate the SmithGroup to exercise professional skill or judgment greater than the standard of care exercised by other similarly situated design professionals currently practicing in the same locale as this Project, under the same requirements of this Agreement; or iii) as an assumption by the SmithGroup of liability of any other party.

SmithGroup will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as applicable to this Project. Park District of Highland Park acknowledges that requirements of ADA, as well as other federal, state and local laws, rules, codes, ordinances and regulations, will be subject to various and possibly contradictory interpretations. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations

This document will serve as an agreement between us, and you may indicate your acceptance by signing in the space provided below and returning one (1) signed copy for our files.

SmithGroup (*Signature*)

Owner (*Signature*)

(*Printed name and title*)

(*Printed name and title*)

Date

Date

Attachment 'A'

Park District
of Highland Park

Rosewood Beach Protection Construction Documents
Highland Park, IL

Rev. 08.01.18
SmithGroup
11766.001



Park District of Highland Park, IL

DISTRICT WIDE

Income Statement

Current Period Ending 01/31/2020

Typ...	Month		Year To Date			Annual Budget	Prior Year	
	Actual	Budget	Actual	Budget	Variance Favorable (Unfavorable)		Month	YTD
Revenue								
100 - PROGRAMS	873,160.59	805,903.35	873,160.59	805,903.35	67,257.24	2,927,414.43	690,123.22	690,123.22
110 - CAMPS	2,232.50	58,125.60	2,232.50	58,125.60	-55,893.10	1,911,333.50	3,447.50	3,447.50
120 - LESSONS	37,225.18	36,048.50	37,225.18	36,048.50	1,176.68	374,985.50	33,329.90	33,329.90
130 - SPECIAL EVENTS	462.00	0.00	462.00	0.00	462.00	112,105.00	660.00	660.00
410 - TAX	25,564.01	20,000.00	25,564.01	20,000.00	5,564.01	13,523,199.00	17,175.03	17,175.03
420 - FEES & CHARGES	48,039.71	41,429.15	48,039.71	41,429.15	6,610.56	1,870,237.00	38,810.62	38,810.62
440 - MEMBERSHIPS	120,558.25	126,641.06	120,558.25	126,641.06	-6,082.81	1,635,001.20	124,148.83	124,148.83
450 - RENTALS	104,911.85	99,046.59	104,911.85	99,046.59	5,865.26	1,361,334.70	113,460.54	113,460.54
460 - MERCHANDISING	17,575.40	5,340.08	17,575.40	5,340.08	12,235.32	175,519.00	13,885.28	13,885.28
470 - INTEREST INCOME	16,562.22	14,161.00	16,562.22	14,161.00	2,401.22	170,000.00	27,158.47	27,158.47
480 - MISCELLANEOUS INCOME	20,678.76	18,194.78	20,678.76	18,194.78	2,483.98	306,117.43	26,561.40	26,561.40
510 - OTHER INCOME	36.00	0.00	36.00	0.00	36.00	73,978.13	0.00	0.00
520 - BOND/DEBT PROCEEDS	0.00	591,430.00	0.00	591,430.00	-591,430.00	7,100,000.00	0.00	0.00
Total Revenue:	1,267,006.47	1,816,320.11	1,267,006.47	1,816,320.11	-549,313.64	31,541,224.89	1,088,760.79	1,088,760.79
Expense								
100 - PROGRAMS	117,303.07	196,154.47	117,303.07	196,154.47	78,851.40	1,742,372.36	38,643.10	38,643.10
110 - CAMPS	4,301.28	14,619.01	4,301.28	14,619.01	10,317.73	1,036,564.89	6,298.35	6,298.35
120 - LESSONS	12,792.27	16,180.50	12,792.27	16,180.50	3,388.23	191,345.95	4,005.23	4,005.23
130 - SPECIAL EVENTS	1,607.35	17,402.83	1,607.35	17,402.83	15,795.48	236,312.08	21,304.99	21,304.99
610 - SALARIES & WAGES	445,947.39	584,631.60	445,947.39	584,631.60	138,684.21	8,154,729.26	196,144.93	196,144.93
620 - CONTRACTUAL SERVICES	237,330.93	364,441.88	237,330.93	364,441.88	127,110.95	2,838,273.67	242,086.87	242,086.87
630 - INSURANCE	-16,342.14	188,434.66	-16,342.14	188,434.66	204,776.80	2,323,922.96	2,079.00	2,079.00
640 - MATERIALS & SUPPLIES	1,952.17	26,618.91	1,952.17	26,618.91	24,666.74	602,514.61	1,579.84	1,579.84
650 - MAINTENANCE & LANDSCAPING CONTRACTS	219.49	19,086.91	219.49	19,086.91	18,867.42	425,817.47	0.00	0.00
660 - UTILITIES	5,340.34	56,617.84	5,340.34	56,617.84	51,277.50	920,634.66	5,229.37	5,229.37
670 - PENSION CONTRIBUTIONS	50,759.19	61,790.54	50,759.19	61,790.54	11,031.35	891,036.45	23,069.32	23,069.32
680 - COST OF GOODS SOLD	165.00	1,176.80	165.00	1,176.80	1,011.80	42,427.50	0.00	0.00
710 - DEBT RETIREMENT	0.00	8,871.45	0.00	8,871.45	8,871.45	3,379,544.50	0.00	0.00
720 - CAPITAL OUTLAY	25,066.34	636,913.65	25,066.34	636,913.65	611,847.31	7,694,927.00	4,565.90	4,565.90
Total Expense:	886,442.68	2,192,941.05	886,442.68	2,192,941.05	1,306,498.37	30,480,423.36	545,006.90	545,006.90
Report Total:	380,563.79	-376,620.94	380,563.79	-376,620.94	757,184.73	1,060,801.53	543,753.89	543,753.89

Fund Summary

Fund	Month		Year To Date			Annual Budget	Prior Year	
	Actual	Budget	Actual	Budget	Variance Favorable (Unfavorable)		Month	YTD
01 - GENERAL CORPORATE	-145,887.84	-386,776.08	-145,887.84	-386,776.08	240,888.24	312,539.98	-58,308.82	-58,308.82
25 - SPECIAL RECREATION	-162,455.01	-162,137.31	-162,455.01	-162,137.31	-317.70	556,988.38	-152,959.73	-152,959.73
29 - RECREATION	717,252.98	247,134.22	717,252.98	247,134.22	470,118.76	2,781,889.24	768,127.34	768,127.34
60 - DEBT SERVICE	0.00	-9,108.12	0.00	-9,108.12	9,108.12	-1,798,890.50	0.00	0.00
70 - CAPITAL PROJECTS	-28,346.34	-65,733.65	-28,346.34	-65,733.65	37,387.31	-791,725.57	-13,104.90	-13,104.90
Report Total:	380,563.79	-376,620.94	380,563.79	-376,620.94	757,184.73	1,060,801.53	543,753.89	543,753.89

The Capital Projects fund came in under budget as timing and billing for each project is difficult to determine. We will continue to spend more on capital in February.

The General and Recreation funds include monthly budget allocations for payroll that are spread equally over the year. However, more than two weeks of payroll paid in January 2020 (over \$100,000) was allocated to December 2019, thus significantly reducing actual payroll expense amounts in January 2020 and helping to create fund balances larger than projected. The difference to budget gap should close in February. Also causing more than \$200,000 variance in both the Recreation Fund and General Fund is the absence of the Park District's Health and Risk Management Monthly Insurance premium payment to PDRMA. The January insurance was paid in February, while the budgeted amount is allocated evenly over the year.



Park District of Highland Park, IL

01 - GENERAL FUND

Income Statement

Current Period Ending 01/31/2020

Typ...	Month		Year To Date			Annual Budget	Prior Year	
	Actual	Budget	Actual	Budget	Variance Favorable (Unfavorable)		Month	YTD
Revenue								
410 - TAX	25,564.01	20,000.00	25,564.01	20,000.00	5,564.01	5,760,000.00	17,175.03	17,175.03
420 - FEES & CHARGES	2,352.42	2,299.08	2,352.42	2,299.08	53.34	36,600.00	3,152.43	3,152.43
460 - MERCHANDISING	31.90	15.60	31.90	15.60	16.30	540.00	26.63	26.63
470 - INTEREST INCOME	16,562.22	14,161.00	16,562.22	14,161.00	2,401.22	170,000.00	27,158.47	27,158.47
480 - MISCELLANEOUS INCOME	3,723.20	4,432.07	3,723.20	4,432.07	-708.87	53,300.00	14,065.00	14,065.00
510 - OTHER INCOME	0.00	0.00	0.00	0.00	0.00	10,425.00	0.00	0.00
Total Revenue:	48,233.75	40,907.75	48,233.75	40,907.75	7,326.00	6,030,865.00	61,577.56	61,577.56
Expense								
610 - SALARIES & WAGES	162,017.29	215,949.17	162,017.29	215,949.17	53,931.88	2,795,046.32	73,465.79	73,465.79
620 - CONTRACTUAL SERVICES	14,778.78	83,284.62	14,778.78	83,284.62	68,505.84	1,012,140.62	33,393.59	33,393.59
630 - INSURANCE	-5,945.55	94,767.81	-5,945.55	94,767.81	100,713.36	1,137,666.82	2,079.00	2,079.00
640 - MATERIALS & SUPPLIES	1,031.95	6,595.68	1,031.95	6,595.68	5,563.73	234,973.90	789.91	789.91
650 - MAINTENANCE & LANDSCAPING CONTRACTS	219.49	5,477.59	219.49	5,477.59	5,258.10	98,817.47	0.00	0.00
660 - UTILITIES	3,207.96	4,048.24	3,207.96	4,048.24	840.28	122,705.60	1,322.87	1,322.87
670 - PENSION CONTRIBUTIONS	18,811.67	17,560.72	18,811.67	17,560.72	-1,250.95	316,974.29	8,835.22	8,835.22
Total Expense:	194,121.59	427,683.83	194,121.59	427,683.83	233,562.24	5,718,325.02	119,886.38	119,886.38
Report Total:	-145,887.84	-386,776.08	-145,887.84	-386,776.08	240,888.24	312,539.98	-58,308.82	-58,308.82

The General fund includes monthly budget allocations for payroll that are spread equally over the year. However, more than two weeks of payroll paid in January 2020 (over \$50,000) was allocated to December 2019, thus significantly reducing actual payroll expense amounts in January 2020 and helping to achieve a fund balance larger than projected. The difference to budget gap should close in February.

Also causing more than \$100,000 variance in the General Fund is the absence of the Park District's Health and Risk Management Monthly Insurance premium payment to PDRMA. The January insurance was paid in February, while the budgeted amount is allocated evenly over the year.

Contractual services is under budget due to executed contracts being pushed to February and March.



Park District of Highland Park, IL

25 - SPECIAL RECREATION

Income Statement

Current Period Ending 01/31/2020

Typ...	Month		Year To Date		Variance Favorable (Unfavorable)	Annual Budget	Prior Year	
	Actual	Budget	Actual	Budget			Month	YTD
Revenue								
410 - TAX	0.00	0.00	0.00	0.00	0.00	971,263.00	0.00	0.00
Total Revenue:	0.00	0.00	0.00	0.00	0.00	971,263.00	0.00	0.00
Expense								
620 - CONTRACTUAL SERVICES	162,455.01	162,137.31	162,455.01	162,137.31	-317.70	414,274.62	152,959.73	152,959.73
Total Expense:	162,455.01	162,137.31	162,455.01	162,137.31	-317.70	414,274.62	152,959.73	152,959.73
Report Total:	-162,455.01	-162,137.31	-162,455.01	-162,137.31	-317.70	556,988.38	-152,959.73	-152,959.73

Special Recreation expenditures are almost equal to the NSSRA budgeted amount for each member district in late 2019.



Park District of Highland Park, IL

29 - RECREATION

Income Statement

Current Period Ending 01/31/2020

Typ...	Month		Year To Date			Annual Budget	Prior Year	
	Actual	Budget	Actual	Budget	Variance Favorable (Unfavorable)		Month	YTD
Revenue								
100 - PROGRAMS	873,160.59	805,903.35	873,160.59	805,903.35	67,257.24	2,927,414.43	690,123.22	690,123.22
110 - CAMPS	2,232.50	58,125.60	2,232.50	58,125.60	-55,893.10	1,911,333.50	3,447.50	3,447.50
120 - LESSONS	37,225.18	36,048.50	37,225.18	36,048.50	1,176.68	374,985.50	33,329.90	33,329.90
130 - SPECIAL EVENTS	462.00	0.00	462.00	0.00	462.00	112,105.00	660.00	660.00
410 - TAX	0.00	0.00	0.00	0.00	0.00	5,211,282.00	0.00	0.00
420 - FEES & CHARGES	45,687.29	39,130.07	45,687.29	39,130.07	6,557.22	1,833,637.00	35,658.19	35,658.19
440 - MEMBERSHIPS	120,558.25	126,641.06	120,558.25	126,641.06	-6,082.81	1,635,001.20	124,148.83	124,148.83
450 - RENTALS	104,911.85	99,046.59	104,911.85	99,046.59	5,865.26	1,361,334.70	113,460.54	113,460.54
460 - MERCHANDISING	17,543.50	5,324.48	17,543.50	5,324.48	12,219.02	174,979.00	13,858.65	13,858.65
480 - MISCELLANEOUS INCOME	16,955.56	1,711.50	16,955.56	1,711.50	15,244.06	108,145.00	12,496.40	12,496.40
510 - OTHER INCOME	36.00	0.00	36.00	0.00	36.00	63,553.13	0.00	0.00
Total Revenue:	1,218,772.72	1,171,931.15	1,218,772.72	1,171,931.15	46,841.57	15,713,770.46	1,027,183.23	1,027,183.23
Expense								
100 - PROGRAMS	117,303.07	196,154.47	117,303.07	196,154.47	78,851.40	1,742,372.36	38,643.10	38,643.10
110 - CAMPS	4,301.28	14,619.01	4,301.28	14,619.01	10,317.73	1,036,564.89	6,298.35	6,298.35
120 - LESSONS	12,792.27	16,180.50	12,792.27	16,180.50	3,388.23	191,345.95	4,005.23	4,005.23
130 - SPECIAL EVENTS	1,607.35	17,402.83	1,607.35	17,402.83	15,795.48	236,312.08	21,304.99	21,304.99
610 - SALARIES & WAGES	283,930.10	368,682.43	283,930.10	368,682.43	84,752.33	5,359,682.94	122,679.14	122,679.14
620 - CONTRACTUAL SERVICES	56,817.14	85,249.04	56,817.14	85,249.04	28,431.90	1,006,607.43	47,194.55	47,194.55
630 - INSURANCE	-10,396.59	93,666.85	-10,396.59	93,666.85	104,063.44	1,186,256.14	0.00	0.00
640 - MATERIALS & SUPPLIES	920.22	20,023.23	920.22	20,023.23	19,103.01	367,540.71	789.93	789.93
650 - MAINTENANCE & LANDSCAPING CONTRACTS	0.00	13,609.32	0.00	13,609.32	13,609.32	327,000.00	0.00	0.00
660 - UTILITIES	2,132.38	52,569.60	2,132.38	52,569.60	50,437.22	797,929.06	3,906.50	3,906.50
670 - PENSION CONTRIBUTIONS	31,947.52	44,229.82	31,947.52	44,229.82	12,282.30	574,062.16	14,234.10	14,234.10
680 - COST OF GOODS SOLD	165.00	1,176.80	165.00	1,176.80	1,011.80	42,427.50	0.00	0.00
720 - CAPITAL OUTLAY	0.00	1,233.03	0.00	1,233.03	1,233.03	63,780.00	0.00	0.00
Total Expense:	501,519.74	924,796.93	501,519.74	924,796.93	423,277.19	12,931,881.22	259,055.89	259,055.89
Report Total:	717,252.98	247,134.22	717,252.98	247,134.22	470,118.76	2,781,889.24	768,127.34	768,127.34

Fund Summary

Fund	Month		Year To Date		Variance Favorable (Unfavorable)	Annual Budget	Prior Year	
	Actual	Budget	Actual	Budget			Month	YTD
29 - RECREATION	717,252.98	247,134.22	717,252.98	247,134.22	470,118.76	2,781,889.24	768,127.34	768,127.34
Report Total:	717,252.98	247,134.22	717,252.98	247,134.22	470,118.76	2,781,889.24	768,127.34	768,127.34

The Recreation fund includes monthly budget allocations for payroll that are spread equally over the year. However, more than two weeks of payroll paid in January 2020 (over \$50,000) was allocated to December 2019, thus significantly reducing actual payroll expense in January 2020 and helping to create a fund balance larger than projected. The difference to budget gap should close in February. Also causing more than an \$80,000 variance in the Recreation Fund is the absence of the Park District’s Health and Risk Management Monthly Insurance premium payment to PDRMA. The January insurance was paid in February, while the budgeted amount is allocated evenly over the year. Utilities difference is due to a timing difference of bill receipt of roughly \$50,000.

Additionally, in the Recreation fund, program revenue for January 2020 is higher than the projected budget due to launching successful new programs in performing arts and childhood enrichment as well as increased participation in tennis and after school programs. Pro shop revenues are up about \$30,000 due to concessions being 6 months prepaid and increased collection of permanent tee times. Such revenues were not budgeted until February. Indoor tennis rentals are up over 18%, as well as enrollment in lessons, due to encouragement from staff. Expenses are reduced because there is no manager salary.



Park District of Highland Park, IL

60 - DEBT SERVICE

Income Statement

Current Period Ending 01/31/2020

Typ...	Month		Year To Date			Annual Budget	Prior Year	
	Actual	Budget	Actual	Budget	Variance Favorable (Unfavorable)		Month	YTD
Revenue								
410 - TAX	0.00	0.00	0.00	0.00	0.00	1,580,654.00	0.00	0.00
520 - BOND/DEBT PROCEEDS	0.00	-236.67	0.00	-236.67	236.67	0.00	0.00	0.00
Total Revenue:	0.00	-236.67	0.00	-236.67	236.67	1,580,654.00	0.00	0.00
Expense								
710 - DEBT RETIREMENT	0.00	8,871.45	0.00	8,871.45	8,871.45	3,379,544.50	0.00	0.00
Total Expense:	0.00	8,871.45	0.00	8,871.45	8,871.45	3,379,544.50	0.00	0.00
Report Total:	0.00	-9,108.12	0.00	-9,108.12	9,108.12	-1,798,890.50	0.00	0.00

The budgeted amounts here should be zero. The budget will be reallocated for February. Debt payments are only made in June and December.



Park District of Highland Park, IL

70 - CAPITAL FUND

Income Statement

Current Period Ending 01/31/2020

Typ...	Month		Year To Date			Annual Budget	Prior Year	
	Actual	Budget	Actual	Budget	Variance Favorable (Unfavorable)		Month	YTD
Revenue								
480 - MISCELLANEOUS INCOME	0.00	12,051.21	0.00	12,051.21	-12,051.21	144,672.43	0.00	0.00
520 - BOND/DEBT PROCEEDS	0.00	591,666.67	0.00	591,666.67	-591,666.67	7,100,000.00	0.00	0.00
Total Revenue:	0.00	603,717.88	0.00	603,717.88	-603,717.88	7,244,672.43	0.00	0.00
Expense								
620 - CONTRACTUAL SERVICES	3,280.00	33,770.91	3,280.00	33,770.91	30,490.91	405,251.00	8,539.00	8,539.00
720 - CAPITAL OUTLAY	25,066.34	635,680.62	25,066.34	635,680.62	610,614.28	7,631,147.00	4,565.90	4,565.90
Total Expense:	28,346.34	669,451.53	28,346.34	669,451.53	641,105.19	8,036,398.00	13,104.90	13,104.90
Report Total:	-28,346.34	-65,733.65	-28,346.34	-65,733.65	37,387.31	-791,725.57	-13,104.90	-13,104.90

Bond/Debt proceeds budget number of \$7.1 million was not all placed in February as an Incode override. Instead, the amount was equally distributed over 12 months. The budget allocation will be corrected for February showing the entire amount to be collected during that month.

The Capital Projects fund came in under budget as timing and billing for each project is difficult to determine. We will continue to spend more on capital in February.



RECREATION FUND BY CENTER

Park District of Highland Park, IL

Y-T-D JANUARY 2020

Account Type	2019 Total Budget	2019 Total Activity	2020 Total Budget	2020 YTD Activity
Fund: 29 - RECREATION				
Center: 11 - ADMINISTRATIVE				
Revenue	5,240,000.00	5,111,269.49	5,271,282.00	12,500.00
Expense	5,162,801.24	5,047,978.82	5,569,944.00	98,600.04
Center: 11 - ADMINISTRATIVE Surplus (Deficit):	77,198.76	63,290.67	(298,662.00)	(86,100.04)
Net Revenue:	1.47%	1.24%	-5.67%	-688.80%
Center: 24 - WEST RIDGE CENTER				
Revenue	431,541.00	394,627.06	525,565.96	203,400.65
Expense	826,728.70	765,523.58	875,789.65	36,743.44
Center: 24 - WEST RIDGE CENTER Surplus (Deficit):	(395,187.70)	(370,896.52)	(350,223.69)	166,657.21
Net Revenue:	-91.58%	-93.99%	-66.64%	81.94%
Center: 26 - ATHLETICS				
Revenue	958,379.00	891,266.07	955,092.97	284,299.34
Expense	922,942.28	832,878.41	914,819.32	59,822.89
Center: 26 - ATHLETICS Surplus (Deficit):	35,436.72	58,387.66	40,273.65	224,476.45
Net Revenue:	3.70%	6.55%	4.22%	78.96%
Center: 28 - CAMPS				
Revenue	808,416.00	881,387.38	987,541.00	0.50
Expense	587,252.22	600,670.10	657,076.00	10,868.51
Center: 28 - CAMPS Surplus (Deficit):	221,163.78	280,717.28	330,465.00	(10,868.01)
Net Revenue:	27.36%	31.85%	33.46%	-2,173,602.00%
Center: 29 - SPECIAL EVENTS				
Revenue	60,305.00	57,079.83	64,285.00	3,005.00
Expense	210,304.34	195,707.45	190,993.66	2,724.66
Center: 29 - SPECIAL EVENTS Surplus (Deficit):	(149,999.34)	(138,627.62)	(126,708.66)	280.34
Net Revenue:	-248.73%	-242.87%	-197.10%	9.33%
Center: 31 - HIDDEN CREEK AQUAPARK				
Revenue	387,467.00	320,226.23	427,880.00	747.54
Expense	471,161.18	458,676.98	563,474.68	4,792.21
Center: 31 - HIDDEN CREEK AQUAPARK Surplus (Deficit):	(83,694.18)	(138,450.75)	(135,594.68)	(4,044.67)
Net Revenue:	-21.60%	-43.24%	-31.69%	-541.06%
Center: 32 - ROSEWOOD INTERPRETIVE CENTER				
Revenue	121,237.50	92,100.94	143,640.50	910.27
Expense	99,583.28	98,416.89	134,451.45	1,719.92
Center: 32 - ROSEWOOD INTERPRETIVE CENTER Surplus (Deficit):	21,654.22	(6,315.95)	9,189.05	(809.65)
Net Revenue:	17.86%	-6.86%	6.40%	-88.95%

Account Type	2019 Total Budget	2019 Total Activity	2020 Total Budget	2020 YTD Activity
Center: 33 - ROSEWOOD BEACH				
Revenue	75,271.00	77,315.50	86,515.00	-
Expense	124,067.86	120,922.29	144,011.88	2,128.64
Center: 33 - ROSEWOOD BEACH Surplus (Deficit):	(48,796.86)	(43,606.79)	(57,496.88)	(2,128.64)
Net Revenue:	-64.83%	-56.40%	-66.46%	0.00%
Center: 34 - PARK AVENUE				
Revenue	106,068.00	101,915.74	104,681.00	10,185.05
Expense	112,812.05	115,977.24	120,079.51	992.86
Center: 34 - PARK AVENUE Surplus (Deficit):	(6,744.05)	(14,061.50)	(15,398.51)	9,192.19
Net Revenue:	-6.36%	-13.80%	-14.71%	90.25%
Center: 38 - ICE ARENA				
Revenue	1,359,999.10	1,298,463.72	1,236,655.20	229,259.41
Expense	1,164,839.51	984,496.96	1,078,636.25	50,323.64
Center: 38 - ICE ARENA Surplus (Deficit):	195,159.59	313,966.76	158,018.95	178,935.77
Net Revenue:	14.35%	24.18%	12.78%	78.05%
Center: 41 - MAINTENANCE				
Revenue	-	-	-	-
Expense	806,560.88	743,361.05	776,887.19	22,206.09
Center: 41 - MAINTENANCE Surplus (Deficit):	(806,560.88)	(743,361.05)	(776,887.19)	(22,206.09)
Net Revenue:	0.00%	0.00%	0.00%	0.00%
Center: 42 - PRO SHOP				
Revenue	1,518,909.00	1,377,483.33	1,439,530.00	30,400.00
Expense	562,921.88	469,456.33	502,375.52	12,131.70
Center: 42 - PRO SHOP Surplus (Deficit):	955,987.12	908,027.00	937,154.48	18,268.30
Net Revenue:	62.94%	65.92%	65.10%	60.09%
Center: 49 - RECREATION CENTER ADMIN				
Revenue	201,753.00	155,525.19	173,222.00	15,969.24
Expense	1,243,782.86	1,135,361.53	1,208,314.98	41,619.62
Center: 49 - RECREATION CENTER ADMIN Surplus (Deficit):	(1,042,029.86)	(979,836.34)	(1,035,092.98)	(25,650.38)
Net Revenue:	-516.49%	-630.02%	-597.55%	-160.62%
Center: 51 - RECREATION CENTER FITNESS				
Revenue	1,877,352.00	1,716,076.60	1,839,560.20	145,052.53
Expense	739,066.44	744,628.38	875,679.55	49,479.65
Center: 51 - RECREATION CENTER FITNESS Surplus (Deficit):	1,138,285.56	971,448.22	963,880.65	95,572.88
Net Revenue:	60.63%	56.61%	52.40%	65.89%

Account Type	2019 Total Budget	2019 Total Activity	2020 Total Budget	2020 YTD Activity
Center: 53 - RECREATION CENTER AQUATICS				
Revenue	231,370.00	202,120.12	230,067.50	18,638.50
Expense	313,329.26	359,413.78	370,015.39	23,185.69
Center: 53 - RECREATION CENTER AQUATICS Surplus (Deficit):	(81,959.26)	(157,293.66)	(139,947.89)	(4,547.19)
Net Revenue:	-35.42%	-77.82%	-60.83%	-24.40%
Center: 55 - INDOOR TENNIS				
Revenue	1,314,678.60	1,242,360.79	1,274,182.50	254,273.19
Expense	1,055,274.71	1,016,358.20	1,124,363.62	51,973.76
Center: 55 - INDOOR TENNIS Surplus (Deficit):	259,403.89	226,002.59	149,818.88	202,299.43
Net Revenue:	19.73%	18.19%	11.76%	79.56%
Center: 56 - OUTDOOR TENNIS				
Revenue	215,880.00	240,838.36	247,742.50	-
Expense	166,066.75	156,443.01	171,679.04	816.44
Center: 56 - OUTDOOR TENNIS Surplus (Deficit):	49,813.25	84,395.35	76,063.46	(816.44)
Net Revenue:	23.07%	35.04%	30.70%	0.00%
Center: 61 - HELLER NATURE CENTER				
Revenue	308,047.90	276,073.35	305,280.00	1,864.28
Expense	668,307.31	621,985.76	662,626.22	22,422.44
Center: 61 - HELLER NATURE CENTER Surplus (Deficit):	(360,259.41)	(345,912.41)	(357,346.22)	(20,558.16)
Net Revenue:	-116.95%	-125.30%	-117.06%	-1,102.74%
Center: 74 - HPCC LEARNING CENTER				
Revenue	248,750.00	300,332.50	358,694.00	8,267.22
Expense	278,349.19	319,292.19	382,463.71	8,967.54
Center: 74 - HPCC LEARNING CENTER Surplus (Deficit):	(29,599.19)	(18,959.69)	(23,769.71)	(700.32)
Net Revenue:	-11.90%	-6.31%	-6.63%	-8.47%
Center: 76 - HPCC BUILDING				
Revenue	20,879.00	41,202.10	42,353.13	-
Expense	20,879.00	39,296.31	42,353.10	-
Center: 76 - HPCC BUILDING Surplus (Deficit):	-	1,905.79	0.03	-
Net Revenue:	0.00%	4.63%	0.00%	0.00%



Sunset Valley Golf Course

	2019 Total Budget	2019 YTD Activity	2020 Total Budget	2020 YTD Activity
Revenue	1,518,909.00	1,377,483.33	1,439,530.00	30,400.00
Expense	1,369,482.76	1,212,817.38	1,279,262.71	34,337.79
Report Surplus (Deficit):	149,426.24	164,665.95	160,267.29	(3,937.79)

Recreation Center of HP

	Total Budget	YTD Activity	Total Budget	YTD Activity
Revenue	2,310,475.00	2,073,721.91	2,242,849.70	179,660.27
Expense	2,296,178.56	2,239,403.69	2,454,009.92	114,284.96
Report Surplus (Deficit):	14,296.44	(165,681.78)	(211,160.22)	65,375.31

Deer Creek Raquet Club

	Total Budget	YTD Activity	Total Budget	YTD Activity
Revenue	1,530,558.60	1,483,199.15	1,521,925.00	254,273.19
Expense	1,221,341.46	1,172,801.21	1,296,042.66	52,790.20
Report Surplus (Deficit):	309,217.14	310,397.94	225,882.34	201,482.99

Park District of Highland Park
Investment Schedule
January 31, 2020

Security	Type		Purchase Date	Maturity Date	Interest Rate	Effective Yield to Mat	Purchase Price	Amortized Book Value	Par Value	Monthly Interest	Expected Interest
Prospect Bank/Edgar County	CD	90	11/21/19	2/19/20	1.55%	1.55%	249,000.00	249,000.00	249,000.00	327.79	951.66
Customers Bank	CD	182	11/7/19	5/5/20	1.70%	1.70%	247,900.00	247,900.00	247,900.00	357.93	2,101.38
MUFG Union National	CD	365	5/14/19	5/13/20	2.40%	2.40%	247,000.00	247,000.00	247,000.00	503.47	5,928.00
Texas Capital Bank	CD	180	11/21/19	5/19/20	1.70%	1.70%	247,900.00	247,900.00	247,900.00	357.93	2,078.28
State Bank of India	CD	180	11/22/19	5/22/20	1.65%	1.65%	247,000.00	247,000.00	247,000.00	346.14	2,009.84
Bank of Baroda	CD	182	11/27/19	5/27/20	1.60%	1.60%	247,061.09	247,000.00	247,000.00	335.65	1,970.59
Citizens Bank National Association	CD	183	12/26/19	6/26/20	1.70%	1.70%	246,000.00	246,000.00	246,000.00	355.18	2,096.73
Millington Bank	CD	183	12/30/19	6/30/20	1.66%	1.66%	247,049.13	252,000.00	252,000.00	355.29	2,097.33
Bank of China	CD	270	11/7/19	8/3/20	1.78%	1.78%	246,700.00	246,700.00	246,700.00	372.96	3,248.33
Prudential Bank	CD	270	11/7/19	8/3/20	1.64%	1.64%	246,900.00	246,900.00	246,900.00	343.90	2,995.27
TBK Bank, SSB,The Nat'l Bank Savanna, IL	CD	285	12/18/19	9/28/20	1.68%	1.68%	246,700.00	249,937.02	249,937.02	356.62	3,278.63
Wells Fargo National Bank West	CD	276	1/17/20	10/19/20	1.66%	1.66%	249,074.79	249,074.79	249,000.00	158.54	3,125.53
Bank Leumi, NY NY	CD	270	4/12/19	1/7/20	2.40%	2.40%	245,000.00	245,000.00	245,000.00	112.77	4,349.59
Prudential Savings Bank PA	CD	267	4/15/19	1/7/20	2.45%	2.45%	245,000.00	245,000.00	245,000.00	115.12	4,390.87
Modern Bank, NY	CD	270	5/24/19	2/18/20	2.50%	2.50%	245,000.00	245,000.00	245,000.00	520.21	4,530.82
CFG Community Bank, MD	CD	365	2/19/19	2/19/20	2.75%	2.75%	242,000.00	242,000.00	242,000.00	565.22	6,655.00
Bank Ozk AR	CD	365	2/21/19	2/21/20	2.65%	2.65%	243,000.00	243,000.00	243,000.00	546.92	6,439.50
Preferred Bank LA	CD	365	2/26/19	2/26/20	2.65%	2.65%	243,000.00	243,000.00	243,000.00	546.92	6,439.50
First Mid-Illinois Bank & Trust	CD	365	3/14/19	3/13/20	2.70%	2.70%	243,000.00	243,000.00	243,000.00	557.24	6,561.00
Mainstreet Bank, VA	CD	367	3/15/19	3/16/20	2.60%	2.60%	243,000.00	243,000.00	243,000.00	536.60	6,352.62
Regant Bank, OK	CD	367	3/15/19	3/16/20	2.55%	2.55%	243,000.00	243,000.00	243,000.00	526.28	6,230.45
Third Coast Bank, Humble TX	CD	365	3/26/19	3/25/20	2.70%	2.70%	243,000.00	243,000.00	243,000.00	557.24	6,561.00
Cibi (Privatebank & Trust) Chicago	CD	367	4/12/19	4/13/20	2.50%	2.50%	243,000.00	243,000.00	243,000.00	515.96	6,108.29
First Capital Bank TN	CD	367	4/12/19	4/13/20	2.45%	2.45%	243,000.00	243,000.00	243,000.00	505.64	5,986.12
Vast Bank	CD	181	10/22/19	4/20/20	1.71%	1.71%	247,000.00	247,000.00	247,000.00	358.73	2,094.49
Pacific Western Bank, LA	CD	365	4/25/19	4/24/20	2.60%	2.60%	243,000.00	243,000.00	243,000.00	536.60	6,318.00
Fieldpoint Private Bank & Trust	CD	180	11/7/19	5/5/20	1.66%	1.66%	247,000.00	247,000.00	247,000.00	348.24	2,022.02
First State Bank, Gothenburg	CD	180	11/7/19	5/5/20	1.66%	1.66%	247,000.00	247,000.00	247,000.00	348.24	2,022.02
East Boston Savings Bank, MA	CD	368	5/24/19	5/26/20	2.40%	2.40%	243,000.00	243,000.00	243,000.00	495.32	5,879.93
Veritex Community Bank Dallas, TX	CD	270	9/20/19	6/16/20	1.80%	1.80%	246,000.00	246,000.00	246,000.00	376.08	3,275.51
First National Bank of McGregor	CD	270	11/7/19	8/3/20	1.60%	1.60%	246,000.00	246,000.00	246,000.00	334.29	2,911.56
Gateway First Bank, Cherokee OK	CD	365	12/23/19	12/22/20	1.80%	1.80%	245,000.00	245,000.00	245,000.00	96.66	4,410.00
							7,853,285.01		7,861,337.02	11,985.91	130,468.19

EXECUTIVE DIRECTOR'S MONTHLY REPORT

FEBRUARY 20, 2020

UPCOMING MEETINGS AND DATES

- February 25, 2020/6:00 p.m./West Ridge/Regular Meeting
- March 10, 2020/6:00 p.m./West Ridge/Workshop Meeting
- March 31, 2020/6:00 p.m./West Ridge/Regular Meeting
- April 14, 2020/6:00 p.m./West Ridge/Workshop Meeting

UPCOMING EVENTS & HIGHLIGHTS

- Camp Early Bird Discount ends February 29.
- Nature Playdate on Saturday, March 7 from 10 – 11:30 a.m. at Old Elm Park. This is a free event for all ages. Children will play games, build a shelter and learn a thing or two about nature.
- Pie Day is Saturday, March 14 from 2 – 3:30 p.m. at the Heller Nature Center. Come try your hand at making a pudgy pie for Pie Day and see why pie over a fire is so much sweeter. This is an all ages event. The fee is \$10 per person.
- Maple Syrup Harvest is Sunday, March 15 from 10 - 11:00 a.m. at the Heller Nature Center. Discover the sweet sugar from maple trees. Listen to a folklore of how maple sap was discovered. Take a short hike to learn about how we know when our trees are ready, how to tap a tree and the process of making the sweet syrup. Taste Heller's very own maple syrup on pancakes. Additional pancakes available for purchase, cash only. The fee is \$12 per person, ages 6 – adult.
- Sunset Valley's 1390 Restaurant and Bar is hosting a "Wisconsin Style" Fish Fry this Friday, February 28 from 4:30 - 8:30 pm. Fish Fry includes all-you-can-eat fish, vegetable, potato, dessert, soft drink, and coffee. Bring your friends, family, and neighbors and come enjoy great food.
 - *\$17.50 Adults*
 - *\$10.50 Children (4-12yrs)*
 - *Free Children 3 and under*
- Spring Break Programs
 - STEM Girls is Monday, March 23 from 10 – 12:00 p.m. at the Heller Nature Center. Fee is \$20 per person, ages 10-15.
 - Crate Stacking Challenge is Monday, March 23 from 12:30 – 3:00 p.m. at the Heller Nature Center. Fee is \$25 per person, ages 10-15.
 - Up and Away to Space is Tuesday, March 24 from 10 – 12:00 p.m. at the Heller Nature Center. Fee is \$20 per person, ages 6-9.
 - Can You Win It is Tuesday, March 24 from 12:30 – 2:30 p.m. at the Heller Nature Center. Fee is \$20 per person, ages 6-9.

- Ziplining is Wednesday, March 25 from 11 – 5:00 p.m. at the Heller Nature Center. Fee is \$95 per person, ages 11-15.
- Mix, Splatter and Sculpt is Thursday, March 26 from 10 – 12:00 p.m. at Rosewood Beach. Fee is \$20 per person, ages 6-10.
- It's Not Magic, It's Science is Thursday, March 26 from 12:30 – 2:30 p.m. at Rosewood Beach. Fee is \$20 per person, ages 6-10.

FACILITIES JANUARY 2020

DEER CREEK RACQUET CLUB

December Activity	2018	2019	2020
Daily Court Rentals (Hours)			
<i>Tennis</i>	166	148	156.25
<i>Racquetball</i>	68.5	58	45.75
Private Lessons (Hours)	207	219.50	223.5
Drop-Ins	481	405	529
Memberships	675	574	597

News & Events

- Winter break concluded Sunday, January 5.
- Senior Drop-In, Cardio Tennis and Pickleball all contribute to high participation in drop-in programs.
- Family Tennis Night was held January 25. Ten families participated.
- Girls 12 and Under USTA Tournament had 14 competitors.
- Deer Creek Racquet Club hosted two birthday parties in January.
- Parent Pro Conferences were held the last week of the month.

CENTENNIAL ICE ARENA

	<u>2018</u>	<u>2019</u>	<u>2020</u>
Daily Drop in Fees			
Public Skate	910	1123	999
Freestyle	140	167	62
Open Hockey	9	27	59
Open Gymnastics	52	175	138
Skate Rental	706	822	773
Punch Passes			
Public Skate	39	28	13
Freestyle	28	51	14
Skate Rental	60	43	54
Facility Rentals			
Total Hours	186.37	169.92	200.79

News & Events

- January 2 was the second annual Winter Family Skate Night. There were over 100 people in attendance, double the number from last year. Skating instructors were available to assist new skaters both on and off the ice.
- January 11 Centennial hosted the Park District's Annual Winterfest. The event included free public skating and skate rentals, open gym, skating lessons, face painting, snowman crafts, and visits from Elsa and Olaf. The event was well attended, and all open gym and skating lessons were full.

RECREATION CENTER OF HIGHLAND PARK

<u>Memberships</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Annual	1953	1959	1781
Non-Annual	59	70	60
North Shore Grant	18	0	0
Total Memberships	2030	2029	1841
Kid Fit Memberships	88	54	52
Res Sol (Prev. BTC/FF)	81	14	48

<u>Active Members</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Annual	3233	3178	2877
Non-Annual	59	70	60
North Shore Grant	18	0	0
Total Members	3310	3248	2937
Kid Fit Members	144	188	86
Res Sol (Prev. BTC/FF)	81	14	48

<u>Facility Usage</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Fitness/Aquatics	15646	15038	14824
Track	2364	2273	3441
Kid Fit	647	531	532
Group Exercise (per class)	15.07	13.98	11.4
Water Aerobics (per class)	11.75	9	10.6
Total Group Exercise	7219	5350	5786
Free Day Passes	246	276	205

<u>Punch Pass/Day Pass</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Fitness/Aquatics Punch	69	52	51
Track Pass	1286	2438	3452
Open Gym Punch	8	7	14
Kid Fit Punch Pass	5	6	3
Facility Day Pass	257	190	156
Aquatics Day Pass	62	118	124
Open Gym Day Pass	371	473	355
Kid Fit Day Pass	19	41	31
Kid Fit Time Out	6	9	3

<u>Training/Programs</u>	<u>2018</u>	<u>2018</u>	<u>2019</u>
Personal Training Units Sold	312	746.25	735.5
Personal Training Usage	669	853	803
Small Group Units Sold	0	124	175
Small Group Usage	0	84	104
Learn to Swim	97	74	85
Private Swim Lessons	-	50	64
Rental Bookings	136.24	160.44	83.73

News & Events

- Total Memberships are currently at a 9.08% decrease compared to January 2019 (2029 in 2019 vs 1841 in 2020). Total Members are at a 9.47% decrease compared to 2019 (3248 in 2019 vs 2937 in 2020). There are 48 participants currently enrolled in Resolution Solution compared to 14 participants for Fit Fix in 2019, and 81 participants for Body Transformation Challenge in 2018.
- Overall fitness/aquatic usage has decreased 1.44% compared to January 2019 (15038 in 2019 vs. 14824 in 2020). Track usage has increased 33.94% compared to January 2019 (2273 in 2019 vs. 3441 in 2020). This is likely due to the different weather experienced each year.
- Personal training sales have decreased 1.31% compared to 2019 (746.25 in 2019 vs. 735.5 in 2020). Personal training usage also decreased 5.86% from 2019 (853 in 2019 vs. 803 in 2020). While sales and usage numbers were consistent with the 30-minute sessions, there was a decrease in regularly priced and promotionally priced full hour sessions. This is primarily due to the diminished availability of a trainer who had many clients with interest in one-hour sessions.
- Small group training sales have increased 29.41% from January 2019 (124 in 2019 vs. 175 in 2020) and usage has increased 19.23% from January 2019 (84 in 2019 vs. 104). This is due to an increase in small groups comprised of long-standing members and some new members.
- Group Exercise average/class is at an 18.45% decrease. However, total participation is up 8.15%.
- Learn to swim has seen a 14.86% increase in participation in the winter session 1 in 2020 compared to 2019. Along with the Learn-to-Swim program, private lessons continue to grow with a 28% increase in January 2020 compared to January 2019.
- Rental bookings have decreased 47.81% due to most gym hours being utilized by Athletics, allowing fewer external rentals.

HELLER NATURE CENTER

Cross-Country Ski Rentals

	<u>2018</u>	<u>2019</u>	<u>2020</u>
Number of Rentals	62	452	0
Revenue	\$813	\$5814	\$0

Facility Rentals

	<u>2018</u>	<u>2019</u>	<u>2020</u>
HELLER NATURE CENTER			
Rentals	3	4	2
Birthday Party Package	1	2	1
Total	4	6	3
ROSEWOOD INTERPRETIVE CENTER			
Rentals	2	2	0
Birthday Party Package	0	0	0
Total	2	2	0

School Programs

	<u>2018</u>	<u>2019</u>	<u>2020</u>
HELLER NATURE CENTER			
In-District Schools	0	0	1
Out-of-District Schools	4	5	0
TOTAL	4	5	1

News & Events

- There has not been enough snow to open ski rentals.
- Heller Nature Center Manager Jessica Reyes presented at the annual Illinois Parks and Recreation Association Conference.
- Naturalist Amy Banner led a Teams Course training for NIU Lorado Taft Campus in Oregon, IL.

HIGHLAND PARK LEARNING CENTER DRIVING RANGE MONTHLY SALES REPORTS (BUCKETS SOLD)

	<u>2019 Actual</u>	<u>2020 Budget</u>	<u>2020 Actual</u>
January	0	500	501
February	0	584	
March	0	584	
April	625	681	
May	1,168	2,556	
June	1,678	3,727	
July	1,914	4,581	
August	1,795	3,917	
September	1,104	1,993	
October	644	736	
November	93	125	
December	267	208	
Totals	9,288	20,192	501

MINI GOLF MONTHLY SALES REPORT (ROUNDS SOLD)

	<u>2019 Actual</u>	<u>2020 Budget</u>	<u>2020 Actual</u>
March			
April	167	167	
May	401	717	
June	913	1,400	
July	1,266	1,800	
August	1,448	1,833	
September	576	1,667	
October	316	416	
November			
Totals	5,087	8,000	

News & Events

- Attendance grew in January. Most golfers practice between 11:00 a.m. and 2:00 p.m.
- Miniature golf is closed until April.

WEST RIDGE CENTER DECEMBER RENTALS

	2018	2019	2020
Rental Bookings (hrs)	29	43	10.75

News & Events:

- Affiliate rental hours totaled 7.5 hours for December. Not included in the above totals.

CAMPS FEBRUARY 1, 2020

	2019	2020	Variance
Before & After Camp	63	77	14
CIT	32	39	7
Big Top Little Top	15	35	20
Junior Spotlighters	22	43	21
Senior Spotlighters	18	22	4
Golf Camps	11	16	5
Tennis Camps	23	24	1
Girls Play Strong	14	21	7
Junior Varsity	11	16	5
Varsity	12	16	4
Girls Outdoor Challenge	1	7	6
Hook Line and Sinker	2	3	1
Mini Crew	30	20	-10
Camp Sunshine	49	70	21
Coast Guardians	16	0	-16
Junior Crew	34	43	9
Senior Crew	35	25	-10
Senior Crew XL	6	12	6
Mini Sunshine	9	4	-5
Trekkers	19	23	4
OAC	20	14	-6

Sand Trackers	10	0	-10
High Tide, Low Tide	0	17	17
Into The wild	0	30	30
Swim N'Gym	25	23	-2
Total	477	600	123

GRANT-IN-AID JANUARY 2020

	2018	2019
Total YTD Subsidy	\$7,536	\$6,895
Households		
100% Subsidy YTD	31	33
50% Subsidy YTD	8	1
Total YTD	39	34

News & Events

- The number of households receiving a Grant-In-Aid scholarship has decreased 12% compared to 2019.

PARKS & NATURAL AREAS

News & Events

- The tree removal contractor removed dead ash trees at Rosewood Beach, Sunset Woods and Kennedy Parks.
- Staff is working with Planning Staff to review Intergovernmental Agreement documents for Community Park.
- Staff is working with Hey & Associates to complete Community Park engineering and construction documents for Compton access and preparation for Illinois Department of Natural Resources Trails Program Grant; for amenities such as placement of bathroom and additional traffic circle.
- Staff removed buckthorn at Kennedy and Cunniff Parks.
- Staff began annual winter projects of cleaning and painting garbage cans, sanding and sealing benches, and repairing picnic tables.

PLANNING

News & Events

- Staff continue to work with SmithGroup to refine the cost estimates for the Park Avenue Barge Repair and Replacement options.
- Staff continue to work with Dan Creaney Company to further research repair options for the Moraine Park Ravine Path.
- Staff are currently working with EcoSolar to further assess the feasibility of installing solar panels on Deer Creek Racquet Club.
- Bids have been received and are currently being reviewed for the Rosewood Park Drainage Improvements, Rosewood Park Path Improvements and Park Avenue Dredging.
- A bid is currently being developed for the Centennial Ice Arena Compressor Replacement. This project will be bid out in March with construction occurring during June and July.
- A bid is currently being prepared for the 2020 Asphalt Project. Work this year includes tennis or basketball courts at Deer Creek Courts, Fink Park, Lincoln Park, Sunset Woods Park and West Ridge Park.

Marketing & Communications (Jan 15 – Feb 10)

Social Media			
			
4,161	867	1,226	26
Likes	Followers	Followers	Views

Email			
41,453	75,479	16,546	878
Total Audience	Emails Delivered	Emails Opened	Clicks to pdhp.org

pdhp.org		
10,537	15,797	33,342
Visitors	Visits	Pageviews

Digital Brochures			
Camp		Spring	
589	20	665	46
Views	Clicks to Register	Views	Clicks to Register

Graphics

Time is RUNNING OUT!
Register for Camp by Feb 29 & SAVE!

Discounts up to **\$100**

CAMP
 FIND YOUR ADVENTURE

Register today at pdhp.org!

PARK DISTRICT OF HIGHLAND PARK

Get out of the house and hit the courts this spring break.

Spring Break Junior Tennis Camp!

Get out and play with our pros and also play some games, have an indoor fun smaller table tennis and ping pong, rackets and badminton. Pack a lunch with your drink. Lunch is provided.

Ages 5-14
 Mar 23-27 | 9am-2:30pm

2008420-A	M	Mar 23	\$75
2008420-B	Tu	Mar 24	\$75
2008420-C	W	Mar 25	\$75
2008420-D	Th	Mar 26	\$75
2008420-E	F	Mar 27	\$75
2008420-F	All 5 days		\$335

Sign up before March 20 to receive a 5% discount.
 Register in-person or at pdhp.org!

DEER CREEK TENNIS CLUB
 100 Deer Creek Parkway
 600-0202

Valentine's Skate

FRI FEB 14 • 5:30-7:30PM
 CENTENNIAL ICE ARENA - 3100 TRAIL WAY

Enjoy the family fun!

Adults: \$7 / Child: \$6
 Skate Rental Fee: \$3

Families can enjoy Valentine's Day together. Children must be accompanied by an adult.

Call Centennial Ice Arena at 847-432-4790

PARK DISTRICT OF HIGHLAND PARK

Spring Programs

Heller Nature Center | 2821 E Edge Rd. | (630) 433-8801 | www.heller-nature-center.org | pdhp.org

Heller Nature Center

EARLY BIRD SAVINGS!

Mar 1-Apr 30
Save 10%
On Outdoor Pool Memberships!
 & Get 5 **FREE** Guest Passes

	10% OFF Mar 1 - Apr 30	Resident/ Nonresident
Individual	\$112/162	\$130/190
Family of two	\$162/225	\$180/250
Family of three	\$190/275	\$200/310
Family of four	\$225/324	\$250/360
Family of five	\$250/365	\$300/410
Family of six	\$279/414	\$310/460
Senior 65 & Up	\$90/120	\$100/130
Senior couple (65 & Up)	\$108/144	\$120/160

*Discounts rounded to the nearest dollar.

Register online, in-person at West Edge Center, the Recreation Center of Highland Park, or by mail.
 *All discounts are available for members but not for non-members.
 *All discounts are only offered on advance fee contracts.

Hidden Creek RECREATION CENTER
 1220 Parkside Plaza
 847-433-3370

ParkSchool

EARLY BIRD SAVINGS

ENDS JUNE 15
Save 10%

For 2, 3, and 4-year olds, ParkSchool is a new unique combination of modern early childhood education methods along with the superior recreation and access to the natural world that only the Park District of Highland Park can provide. ParkSchool is structured around a new level of STEAM (Science, Technology, Engineering, Art, Math) with the added benefits of recreation and education for young learners as well as a streamlined set of options that fit into your family's hectic schedule. Choose from morning or afternoon, one day or multiple days, one session or the full year. Before or after care to extend your child's day.

Sign up today at pdhp.org

PARK DISTRICT OF HIGHLAND PARK

Page ?	Pageviews ? ↓
	33,342 % of Total: 100.00% (33,342)
1. /	7,220 (21.65%)
2. /recreation-center-highland-park-fitness-center-health-club-aquatics/	3,236 (9.71%)
3. /centennial-ice-arena/	2,481 (7.44%)
4. /programs/	1,741 (5.22%)
5. /heller-nature-center/	986 (2.96%)
6. /recreation-center-highland-park-fitness-center-health-club-aquatics/group-fitness/	888 (2.66%)
7. /camps/	731 (2.19%)
8. /join-our-team/	658 (1.97%)
9. /program-guides/	620 (1.86%)
10. /parties-rentals/	608 (1.82%)
11. /deer-creek-racquet-club/	552 (1.66%)
12. /bids-rfps/	483 (1.45%)
13. /staff-directory/	453 (1.36%)
14. /west-ridge-center/	350 (1.05%)
15. /rosewood-beach-2/	337 (1.01%)
16. /golf-learning-center/	306 (0.92%)
17. /youth-sports/youth-baseball/	296 (0.89%)
18. /event/martin-luther-kind-day-of-service/	271 (0.81%)
19. /events/	250 (0.75%)
20. /park-school/	237 (0.71%)
21. /pdhp-internal-staff-documents/	227 (0.68%)
22. /contact/	217 (0.65%)
23. /event/daddy-daughter-snowball-father-daughter/	216 (0.65%)
24. /2020/01/pdhp-pro-active-approach-to-dramatically-changing-lake/	201 (0.60%)
25. /centennial-ice-arena/gymnastics/	196 (0.59%)
26. /hidden-creek-aquatic-park-outdoor-pool/	188 (0.56%)
27. /park-board/	187 (0.56%)
28. /youth-sports/youth-basketball/	177 (0.53%)
29. /event/nature-discovery-day-3/	173 (0.52%)
30. /parks/	162 (0.49%)
31. /find-listing/	161 (0.48%)
32. /centennial-ice-arena/hockey-figure-skating-lessons/	159 (0.48%)

Digital Media



Facebook

- Page views increased by 108% this month. Post engagement increased by 50% to 2,389.
- There was high organic engagement around the posts of ParkSchool being awarded outstanding New Program for 2020 – with an organic (non-paid) reach of 1.5k and an engagement of 81.
- The Facebook post which listed awards received by the Park District of Highland Park received during Illinois Parks and Recreation Association Conference, reached 1.6k organically (non-paid) and an engagement of 259 people and 62 reactions.
- An additional strong post was the Martin Luther King event which had an organic (non-paid) reach of 7.5k. Philanthropy and showing involvement within the community and civic leadership is something residents continue to appreciate.



Recreation Center Marketing Campaign

- The Recreation Center of Highland Park Marketing Campaign has reached over 4,500 people and has had 30 link clicks. This ad is currently active.
- The top demographic that has engaged or clicked on this ad are women age 25-34 (60%).
- Historically the largest audience on Facebook trends at women, 35-44 years old. This young audience engagement shows that this ad is working with the demographic the District is targeting, which is the younger millennial mom/woman, living in Highland Park/surrounding areas.

This is YOUR time. Come in and experience the Recreation Center of Highland Park - FREE - for one week!



PDHP.ORG
Highland Park
Recreation Center is the premie... [Learn More](#)

Like Comment Share

Results From This Ad

4,873
People Reached