

# **NOTICE OF THE REVISED SPECIAL WORKSHOP MEETING**

**Wednesday, May 07, 2025**

**Workshop Meeting**

**6:00 pm**

Park District of Highland Park  
Board of Park Commissioners  
Sunset Valley Golf Club  
1390 Sunset Rd, Highland Park, IL 60035  
No Live Stream

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## **SPECIAL WORKSHOP 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. Rejection of the 2025 Pickleball Court Divider and Enclosure System Purchase and Installation Bids
  - B. Ratification of 2024 Club Pickel and Padel Change Order No. 9
  - C. Approval of Resolution 2025-07 Authorizing a Sole Source Contract for Procurement of InfinityGlass Pickleball Court Divider and Enclosure System
  - D. Approval of the Interstate Gas Supply, LLC Commercial Gas Sales Agreement for Natural Gas bid via Alternative Utility Services, Inc. (AUS Energy)
  - E. Approval of the Mansfield Power and Gas, LLC Master Commercial Gas Sales Agreement for Natural Gas bid via Alternative Utility Services, Inc. (AUS Energy)
  - F. Approval of the Wireless Access Point Agreement
  - G. Approval of the Settlement Agreement with I.B. Storey
- VI. ADOPTION OF THE BEACH AND BOATING SAFETY WEEK PROCLAMATION
- VII. APPROVAL OF RESOLUTION 2025-06 A DECLARATION HONORING BRIAN KAPLAN FOR HIS CONTRIBUTIONS TO THE PARK DISTRICT OF HIGHLAND PARK WHILE SERVING AS A PARK BOARD COMMISSIONER FROM MAY 2011 THROUGH JUNE 2024
- VIII. APPROVAL OF RESOLUTION 2025-05 A DECLARATION HONORING BARNEY RUTTENBERG FOR HIS CONTRIBUTIONS TO THE PARK DISTRICT OF HIGHLAND PARK WHILE SERVING AS A PARK BOARD COMMISSIONER FROM MAY 2013 THROUGH MAY 2025
- IX. APPROVAL OF RESOLUTION 2025-04 A DECLARATION HONORING CAL BERNSTEIN FOR HIS CONTRIBUTIONS TO THE PARK DISTRICT OF HIGHLAND PARK WHILE SERVING AS A PARK BOARD COMMISSIONER FROM MAY 2007 THROUGH MAY 2025
- X. REVIEW OF VOUCHERS
- XI. OTHER BUSINESS
- XII. OPEN TO PUBLIC TO ADDRESS THE BOARD

### **XIII. CLOSED SESSION PURSUANT TO THE FOLLOWING SECTIONS OF THE OPEN MEETINGS**

**ACT:** Section 2(c)1: The employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body; Section 2(c)2: Collective negotiating matters between the public body and its employees or their representatives, or deliberation concerning salary schedules for one or more classes of employees; 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 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)12: the establishment of reserves or settlement of claims as provided in the Local Governmental and Governmental Employees Tort Immunity Act, if otherwise the disposition of a claim or potential claim might be prejudiced, or the review or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the public body or any intergovernmental risk management association or self insurance pool of which the public body is a member; 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.

### **XIV. ACTION FROM CLOSED SESSION IF ANY**

### **XV. ADJOURNMENT**



# Memorandum

**To:** Park Board of Commissioners

**From:** Jeff Smith, Director of Planning, Projects, and IT; Nick Baird, Director of Recreation; Brian Romes, Executive Director

**Date:** May 7, 2025

**Subject:** **Rejection of 2025 Pickleball Court Divider and Enclosure System Purchase and Installation Bids**

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## **Summary**

The Park District of Highland Park received two sealed bids on April 29, 2025, for the 2025 Pickleball Court Divider and Enclosure System Purchase and Installation. Installation is scheduled to occur between mid-June through mid-July.

## **Bid Results**

<b><i>Contractor</i></b>	<b><i>Total Bas Bid</i></b>
MTJ Sports	\$281,458.00
Sport Surfaces LLC	\$318,733.85

Both bids were over budget. Staff recommend rejecting the bids and releasing a new Invitation for Bid for installation only. The Park District would purchase the dividers directly from the manufacturer as Sole Source Contract.

## **Recommendation**

Staff and the Finance Committee recommend the Park Board of Commissioners reject all the 2025 Pickleball Court Divider and Enclosure System Purchase and Installation bids.



# Memorandum

**To:** Park Board of Commissioners

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

**Date:** May 7, 2025

**Subject:** **Ratification of 2024 Club Pickle and Padel Change Order No. 9**

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## **Summary**

On September 11, 2024, the Park Board of Commissioners approved a contract with Stuckey Construction company for the 2024 Club Pickle and Padel Project. The Issued For Construction set of drawings identified numerous necessary changes to both the interior and exterior construction. The change order with for these items totaled \$43,404.96. While requiring Park Board of Commissioners' approval, the work proceeded as otherwise would have impacted the project timeline.

## **Recommendation**

Staff and the Finance Committee recommend approval from the Park Board of Commissioners for the 2024 Club Pickel and Padel Change Order 9 from Stuckey Construction Company in the amount of \$43,404.96.

CHANGE  
ORDER

PROJECT OWNER:  
Park District of Highland Park  
636 Ridge Road  
Highland Park, IL 60035

CHANGE ORDER NUMBER: 9

TO:  
Stuckey Construction  
2020 North Lewis Avenue  
Waukegan, IL 60087

INITIATION DATE: March 23, 2025  
  
CONTRACT FOR: 2024 PDHP Pickle & Padel Club  
  
CONTRACT DATE: September 11, 2024

You are directed to make the following changes in this Contract:

Changes per the IFC set, Part 1.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was:	\$2,745,217.00
Net change by previously authorized Change Orders:	\$ 115,186.05
The Contract Sum prior to this Change Order was:	\$2,860,403.05
The Contract Sum will be increased by this Change Order	\$ 43,404.96
The new Contract Sum including this Change Order will be:	\$2,903,808.01
The Contract Time will be unchanged:	No Change
The Date of Substantial Completion as of the date of this Change Order therefore is:	No Change

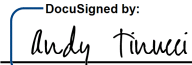
ARCHITECT

Andy Tinucci

Name

Manager

Title

DocuSigned by:  
  
5DEB183CAC6B4BE...

Signature

4/4/2025

Date

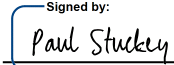
CONTRACTOR

Paul Stuckey

Name

President

Title

Signed by:  
  
77E81FC2AC7B4D5...

Signature

4/4/2025

Date

OWNER

Brian Romes

Name

Executive Director

Title

DocuSigned by:  
  
04FA776EE28C44B...

Signature

4/7/2025

Date



2020 N. Lewis Ave.  
Waukegan, IL 60087  
Ph : (847)336-8575

## Change Request

**To:**

Park District Highland Park  
636 Ridge Rd  
Highland Park, IL 60035  
Ph: 847-579-3105

**Number:** 17

**Date:** 1/15/25

**Job:** 24-067 PDHP Pickle & Padel Club

**Phone:**

**Description:** IFC Changes part 1

We are pleased to offer the following specifications and pricing to make the following changes:

Changes of scope per IFC set part 1

Description	Labor	Material	Equipment	Subcontract	Other	Price
Toilet Part. Metal				\$-1,325.00		\$-1,325.00
Fire Protection				\$9,235.00		\$9,235.00
Electrical Subcontractor				\$19,590.08		\$19,590.08
Signage				\$-3,890.00		\$-3,890.00
Irrigation/ Dimeo				\$16,465.00		\$16,465.00
Plumbing				\$2,004.00		\$2,004.00
Mechanical Subcontractor				\$-1,131.00		\$-1,131.00
					Subtotal:	\$40,948.08
			OH&P	\$40,948.08	5.00%	\$2,047.40
			Bond	\$40,948.08	1.00%	\$409.48
					<b>Total:</b>	<b>\$43,404.96</b>

If you have any questions, please contact me at .

Submitted by: Amber DeSanctis

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

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

**Commercial Specialties, Inc.**

**2255 Lois Drive Unit #9  
Rolling Meadows, IL. 60008**

**Phone # 847-545-9900  
Fax # 847-545-9970**

**www.commercialspecialties.com**

**Estimate**

Date	Estimate #
1/20/2025	024-2814

Name / Address
<p>STUCKEY GENERAL CONTRACTORS 2020 N. LEWIS AVE. WAUKEGAN, IL. 60087 ATTN: AMBER DESANCTIS</p>

**Project Name**

PICKLE AND PADDLE

**Project Location**

HIGHLAND PARK,IL

Qty	Description
	TOILET ROOM ACCESSORIES: BOBRICK
4	36" GRAB BARS
4	42" GRAB BARS
4	18" GRAB BARS
2	18x38" STAINLESS STEEL FRAMED MIRRORS
5	SURFACE MOUNTED DUAL ROLL TOILET PAPER HOLDERS
2	SURFACE MOUNTED DIAPER CHANGING TABLES
2	COAT HOOKS
2	16X31" TWO WALL GRAB BARS
2	SANITARY NAPKIN DISPOSALS
	Original Toilet Accessories: \$4,169
	IFC Changes Toilet Accessories: \$2,844
	Credit: - \$1,325
	DELETE GOJO SOAP DISPENSERS AND WORLD HAND DRYERS
	CHANGE QUANTITY OF MIRRORS TO 2, SIZE TO 18X38"
	CHANGE QUANTITY OF KOALA BABY CHANGING STATION TO 2
	ADD 2 SHOWER GRAB BARS
	ADD 2 SANITARY DISPOSALS

Joe Campobasso  
847-545-9900

Approved by Signature

# Change Request Breakdown Sheet

Description of change: Highland Park Pickle Padel Club  
Cost Impacts due to (IFC) Issued for Construction Drawings

Subcontractor: Absolute Fire Protection, Inc. Dated Rev. 2.04.2025

Signature: Shane Banta

Prepared By: Shane Banta

MATERIAL:

Material Type:	Quantity Added	Quantity Deducted	Unit Cost		TOTAL
	0				\$ -
	4				\$ -
QR 5.6K Horiz SW's (Unit Cost)	4		\$ 81.26		\$ 325.04
Freestanding Siamese FDC - Rough Chrome	1		\$ 463.88		\$ 463.88
FDC Plate	1		\$ 26.48		\$ 26.48
4 x 30" GxT Galv Sch 40 Pipe	1		\$ 108.32		\$ 108.32
4" Grv Flange	2		\$ 178.67		\$ 357.34
4" Grv Check Valve	1		\$ 315.73		\$ 315.73
					\$ -
SUBTOTAL:					\$ 1,596.79
Tax					\$ -
Total Material:					\$ 1,596.79

LABOR:

Labor Type	Hours Added	Hours Deducted	Labor Rate		TOTAL
Foreman	16		\$ 152.12		\$ 2,433.89
Journeyman	16		\$ 147.62		\$ 2,361.92
Engineer	16		\$ 90.85		\$ 1,453.60
ShopLabor/Fab/Delv	4		\$ 62.20		\$ 248.80
TOTAL LABOR:					\$ 6,498.21

EQUIPMENT/SUBS:

Type	Quantity Added	Quantity Deducted	Unit Cost		TOTAL
Locking Knox caps for the FDC	Pair 1		\$ 300.00		\$ 300.00
Backflow Certification (By Plumber)	0		\$ -		\$ -
					\$ -
TOTAL EQUIP:					\$ 300.00

TOTAL MATERIAL:	\$ 1,596.79
TOTAL LABOR:	\$ 6,498.21
TOTAL EQUIP/SUB:	\$ 300.00
SUBTOTAL:	\$ 8,395.00
O&P, 10%	\$ 839.50
Bond 1%	
GRAND TOTAL:	\$ 9,235

NOTES:

Unit Cost for Horizontal Sidewall Sprinklers include; Sprinkler Head, 7-LF of pipe, 1" Fittings, and Hangers.

**NOT INCLUDED:** Flanged tee connection at Domestic/FP Water split. Installation, Testing, Flushing, or Chlorination of underground piping. Absolute Fire's scope of work to begin at the finished flanges approximately 12-inches above finish floor.





PO Box 39 Woodstock, IL 60098  
www.associated-electrical.com

Phone: 815-337-6600  
Fax: 815-337-6560

## Change Request

see p.18-20 for  
subsequent markup sent  
by Stuckey 2/18/25

**To:** Paul Stuckey  
Stuckey Construction Co., Inc.  
2020 NORTH LEWIS AVENUE  
Waukegan, IL 60087-4722  
Ph: 847-336-8575 Fax: 847-336-8748

**Number:** 7  
**Date:** 2/4/25  
**Job:** 10-24-3537 Pickle & Padel Club

**Description:** IFC Drawings

We are pleased to offer the following specifications and pricing to make the following changes:

As per your request we are providing you with change directive to accomidate IFC drawings scope changes

The total amount to provide this work is ..... \$19,590.08  
(Please refer to attached sheet for details.)

If you have any questions, please contact me at 815-337-6600.

The undersigned acknowledge that by signing this change request, the respective duly authorized representatives are creating a valid and binding contract ("agreement") as of the effective date signed. Also note that no work will be done until this is signed and returned to Associated Electrical Contractors, Inc.

Agreed understood and acknowledged:

By:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Submitted by: Peter Synowiec  
Associated Electrical Contract



PO Box 39 Woodstock, IL 60098  
www.associated-electrical.com

Phone: 815-337-6600  
Fax: 815-337-6560

## Change Request 7 Price Breakdown Continuation Sheet

**Description:** IFC Drawings

Description	Labor	Material	Equipment	Subcontract	Other	Price
MATERIAL		\$4,445.44				\$4,445.44
LIGHTING		\$3,532.14				\$3,532.14
Branch Underground Conduit	\$5,891.98					\$5,891.98
Branch Wire Pull	\$1,072.00					\$1,072.00
Wiring Devices Trim	\$187.60					\$187.60
Fixture Trim	\$1,608.00					\$1,608.00
Lighting Control	\$1,072.00					\$1,072.00

**Subtotal: \$17,809.16**

OH & Profit      \$17,809.16      10.00%      \$1,780.92

**Total: \$19,590.08**

**Job Name:** Pickle & Padle IFC Drawings  
**Job Number:** 10-24-3537-07  
**Job Path:** C:\Users\psynowiec\Associated Electrical Contractors, LLC\Estimating - Documents\Accubid Files\Peter\Peter Accubid 2024  
**Job Category:**  
**Bid Due Date:** 2/4/2025 9:41 AM  
**Estimator:**  
**Telephone:**  
**Cell:**  
**Fax:**  
**Email:**

**Starting date:**  
**Completion date:**  
**Duration:** Months

**Job address:**

**Client address:**

	FinalPricing	Value (\$)	Pct (%)	Alarm	Code
	Database Material (Extension)	4,445.44			
	Quoted Material (Extension)	3,532.14			
	Material Total	7,977.58			
	Direct Labor	9,832.93			
	Labor Total	9,832.93			
	General Expenses			On	
	Total Cost	17,810.51			
	Database Material Overhead	444.54	10.000		
	Quoted Material Overhead	353.21	10.000		
	Labor Overhead	983.29	10.000		
	Total Overhead	1,781.04	10.000		
	Database Material Markup				
	Quoted Material Markup				
	Labor Markup				
	Total Markup				
	Selling Price	19,591.55			
	Final Price	19,591.55		On	

	Key Indicators	Value
	Database Material	4,445.44
	Quoted Material	3,532.14
	Material Total	7,977.58
	Direct Labor	9,832.93
	Labor Total	9,832.93
	Prime Cost	17,810.51
	Total Overhead	1,781.04
	Net Cost	19,591.55
	Selling Price	19,591.55
	Final Price	19,591.55
	Total Labor Hours	73.38
	Average Labor Cost Per Hour	134.00

	Labor Type	Crew	Hours	Rate \$	SubTotal	FullRate	Total
1	FOREMAN 117	1.00	36.69	139.50	5,118.26	139.50	5,118.26
2	JOURNEYMAN 117	1.00	36.69	128.50	4,714.67	128.50	4,714.67
	Totals	2.00	73.38	134.00	9,832.93	134.00	9,832.93

	General Expenses	Alarm	Quantity	Cost/Unit	Duration	Overhead %	Markup %	Total Cost
1	05-500SPECIFIEDALLOWANCE	Alarm	1.00			12.000	3.000	
	Totals							

	Total	Field
1		<None>

	Drawing	Material(\$)	Mat(%)	Labor Hrs	Lab(%)
1	E.100	1,110.21	13.92	26.04	35.48
2	E.200	1,800.64	22.57	17.20	23.44
3	E.300	5,066.74	63.51	30.15	41.08
	Total	7,977.59	100.00	73.39	100.00

E.100

	Description	Quantity	Trade Price	Unit	Disc %	Net Cost	Labor	Unit	Total Material	Total Hours
1	1" GRC 90 DEG ELBOW	6	3,753.00	C	68.00	1,200.96	10.00	C	72.06	0.60
2	1" STEEL LOCKNUT	6	182.76	C	20.00	146.21	4.00	C	8.77	0.24
3	3/4" 1-H MALL STRAP	10	233.42	C	20.00	186.74	5.40	C	18.67	0.54
4	1" 1-H MALL STRAP	1	385.66	C	20.00	308.53	5.90	C	3.09	0.06
5	3/4" IMC	80	157.00	C	0.00	157.00	4.00	C	125.60	3.20
6	1" IMC	5	235.00	C	0.00	235.00	5.50	C	11.75	0.28
7	1" PVC	375	67.00	C	0.00	67.00	3.00	C	251.25	11.25
8	1" PVC TERMADAPTER	6	168.72	C	45.00	92.80	3.00	C	5.57	0.18
9	1" PVC COUPLING	6	109.62	C	45.00	60.29	4.00	C	3.62	0.24
10	#14 THHN BLACK	176	124.00	M	0.00	124.00	4.00	M	21.82	0.70

	Description	Quantity	Trade Price	Unit	Disc %	Net Cost	Labor	Unit	Total Material	Total Hours
11	#10THHNBLACK	654	278.00	M	0.00	278.00	5.00	M	181.81	3.27
12	B2-1 RED WIRE CONN	15	25.74	C	0.00	25.74	0.50	C	3.86	0.07
13	POLYTWINE	275	13.63	M	10.00	12.27	3.00	M	3.37	0.82
14	4"SQ1xDUPLEXRECPTCOVER	5	435.26	C	50.00	217.63	3.00	C	10.88	0.15
15	GRFX229=CASTDEEPBOX 3/4" HUB	4	66.25	E	20.00	53.00	0.45	E	212.00	1.80
16	GRFX329=CASTDEEPBOX 1" HUB	1	73.45	E	20.00	58.76	0.48	E	58.76	0.48
17	GRF10=BLANKCOVER	5	15.60	E	20.00	12.48	0.06	E	62.40	0.30
18	20A 125V DUPLEX REC - IVY (SG)	5	2,990.00	C	70.00	897.00	20.00	C	44.85	1.00
19	1/4-20x1 3/4 WEDGE ANCHOR - 1 1/8 MIN	21	60.00	C	20.00	48.00	4.00	C	10.08	0.84
Totals		1,656							1,110.22	26.03

E.200

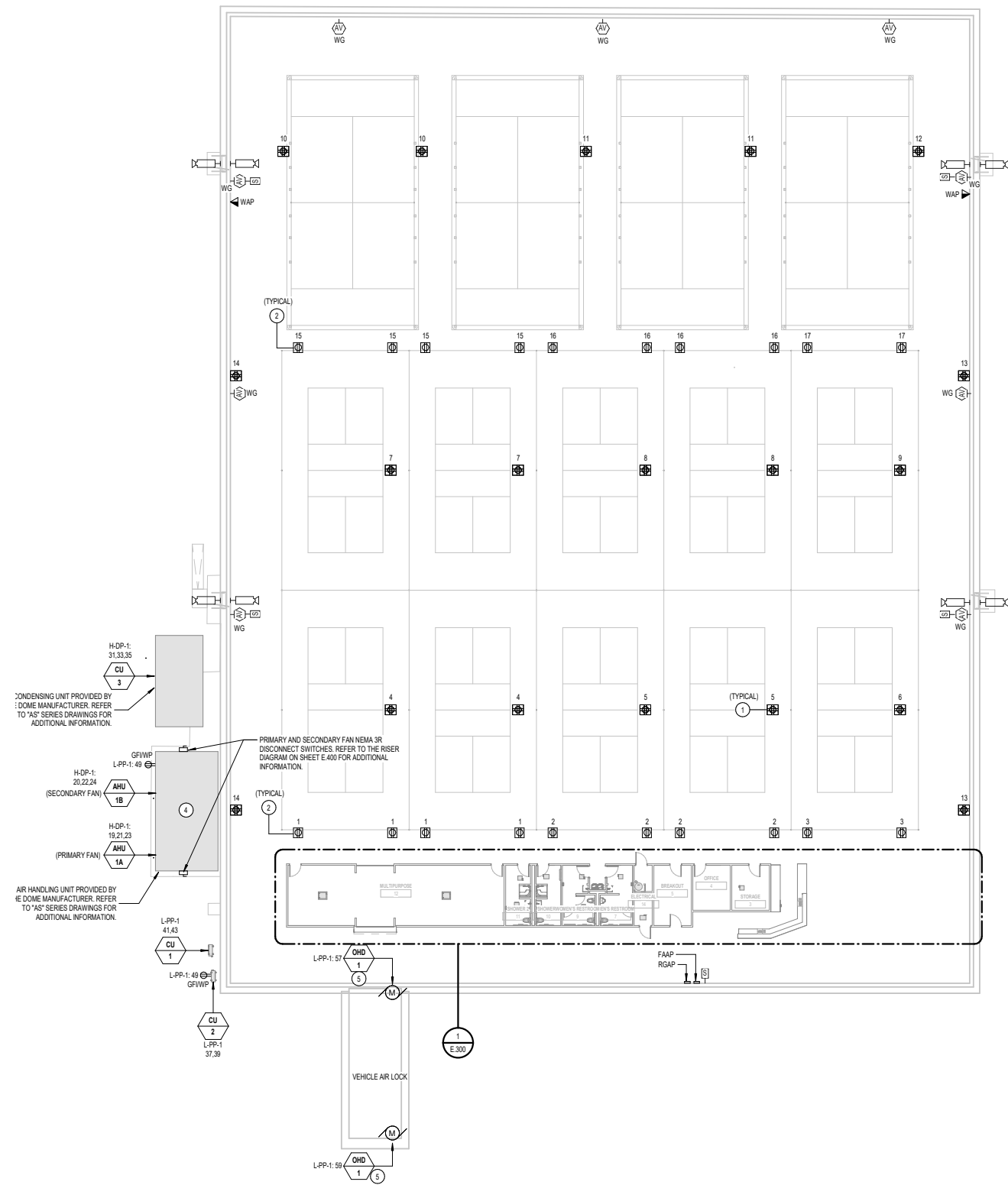
	Description	Quantity	Trade Price	Unit	Disc %	Net Cost	Labor	Unit	Total Material	Total Hours
1	EBU-REMOTEEM	6	197.50	E	0.00	197.50	0.75	E	1,185.00	4.50
2	3/4" 1-H MALL STRAP	14	233.42	C	20.00	186.74	5.40	C	26.14	0.76
3	3/4" IMC	110	157.00	C	0.00	157.00	4.00	C	172.70	4.40
4	1/2" LT FLEX	20	297.00	C	80.00	59.40	1.50	C	11.88	0.30
5	1/2" LT STRAIGHT CONN	10	750.04	C	20.00	600.03	4.00	C	60.00	0.40
6	#10THHNBLACK	429	278.00	M	0.00	278.00	5.00	M	119.26	2.15
7	1/2" 2-H STRAP	4	38.78	C	20.00	31.02	5.00	C	1.24	0.20
8	B2-1 RED WIRE CONN	18	25.74	C	0.00	25.74	0.50	C	4.63	0.09
9	GRFX229=CASTDEEPBOX 3/4" HUB	2	66.25	E	20.00	53.00	0.45	E	106.00	0.90
10	GRF10=BLANKCOVER	2	15.60	E	20.00	12.48	0.06	E	24.96	0.12
11	P-1000 15/8 STRUT	6	797.90	C	75.00	199.48	8.00	C	11.97	0.48
12	1/4-20x1 3/4 WEDGE ANCHOR - 1 1/8 MIN	18	60.00	C	20.00	48.00	4.00	C	8.64	0.72
13	1/4 PLATED T-ROD	24	105.43	C	20.00	84.34	2.50	C	20.24	0.60
14	1/4-20 HEX NUT - PLTD STL	24	3.90	C	20.00	3.12	1.00	C	0.75	0.24
15	1/4 LOCK WASHER - PLTD STL	24	6.98	C	20.00	5.58	0.50	C	1.34	0.12
16	1/4x1 FENDER WASHER - PLTD STL	24	13.42	C	20.00	10.74	0.50	C	2.58	0.12
17	#10x1 F/H SELF-TAP SCREW	9	8.99	C	20.00	7.19	1.50	C	0.65	0.14
18	1/4-20 BEAM CLAMP	12	395.00	C	10.00	355.50	8.00	C	42.66	0.96
Totals		756							1,800.65	17.19

E.300

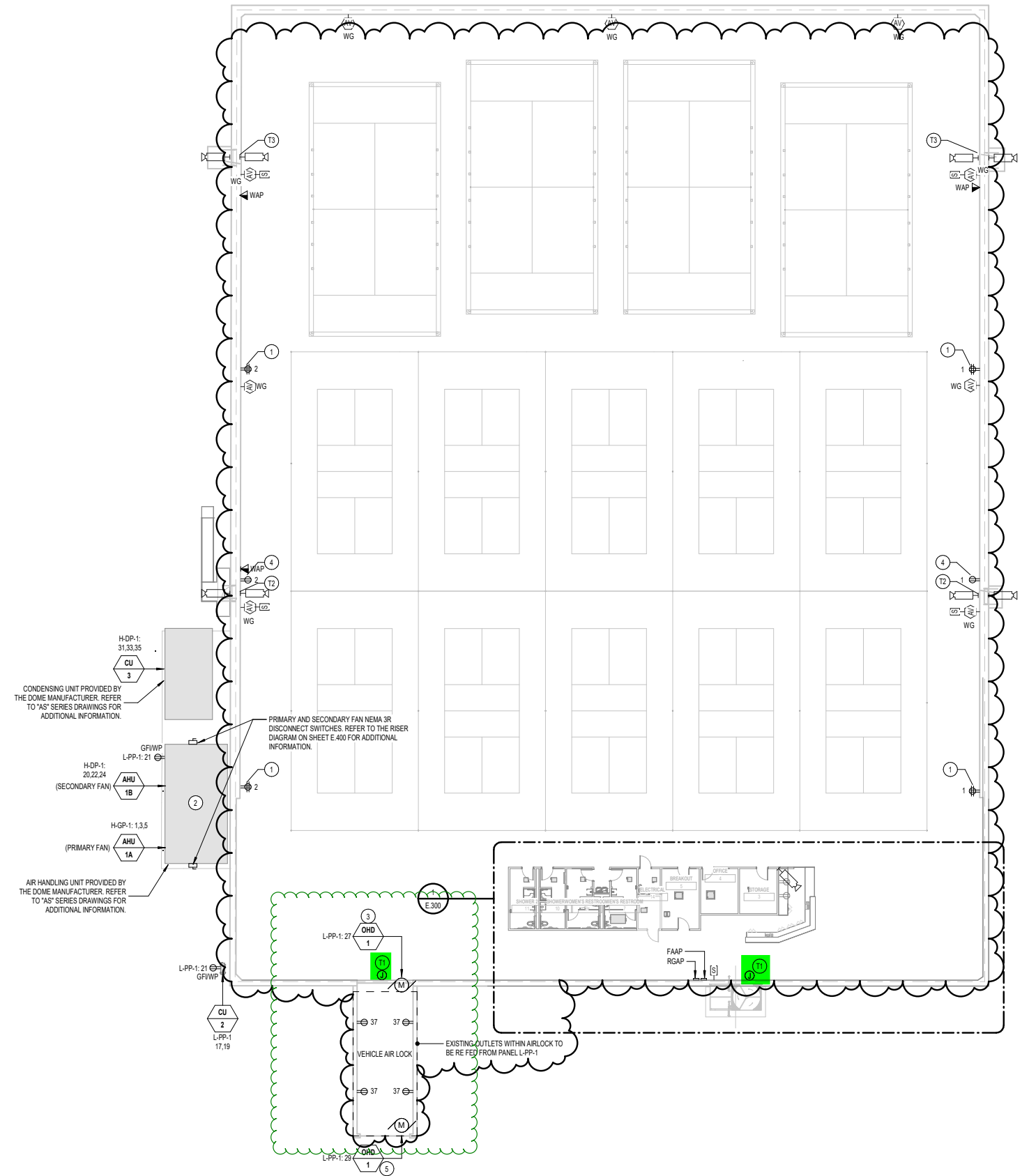
	Description	Quantity	Trade Price	Unit	Disc %	Net Cost	Labor	Unit	Total Material	Total Hours
1	R6-DOWNLIGHT	5	222.75	E	0.00	222.75	0.75	E	1,113.75	3.75
2	R7-DOWNLIGHT	5	222.75	E	0.00	222.75	0.75	E	1,113.75	3.75
3	1/2" EMT CONDUIT	-10	48.00	C	0.00	48.00	3.00	C	-4.80	-0.30
4	3/4" EMT CONDUIT	118	84.00	C	0.00	84.00	3.60	C	99.12	4.25
5	1/2" EMT STL COMP CONN	0	749.40	C	70.00	224.82	0.00	C	0.00	0.00
6	3/4" EMT STL COMP CONN	22	1,053.43	C	70.00	316.03	2.00	C	69.53	0.44
7	1/2" EMT STL COMP CPLG	-1	902.71	C	70.00	270.81	1.50	C	-2.71	-0.01
8	3/4" EMT STL COMP CPLG	12	1,236.17	C	70.00	370.85	1.50	C	44.50	0.18
9	#12THHNBLACK	288	181.00	M	0.00	181.00	5.00	M	52.13	1.44
10	1872A MULTI-MEDIA 4PCAT6 CMRCBL	120	997.00	M	0.00	997.00	12.00	M	119.64	1.44
11	B2-1 RED WIRE CONN	24	25.74	C	0.00	25.74	0.50	C	6.18	0.12
12	4x1 1/2" SQ BOX COMB KO	5	2,210.69	C	50.00	1,105.35	18.00	C	55.27	0.90
13	4" SQ 1G PLSTR RING 5/8" RISE	5	1,411.04	C	50.00	705.52	3.00	C	35.28	0.15

[illegible]

# Bid Drawings



## For Construction Drawings

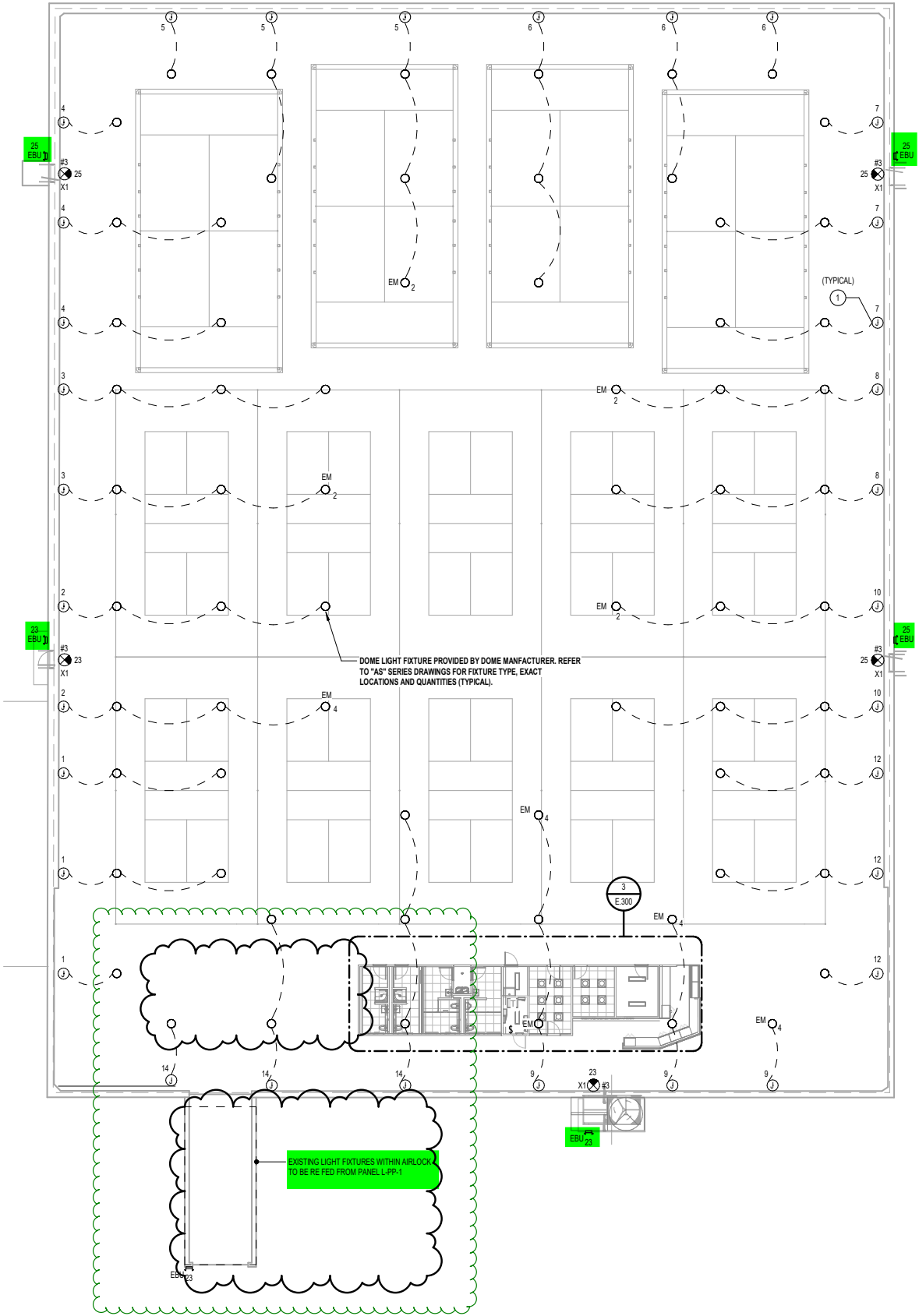
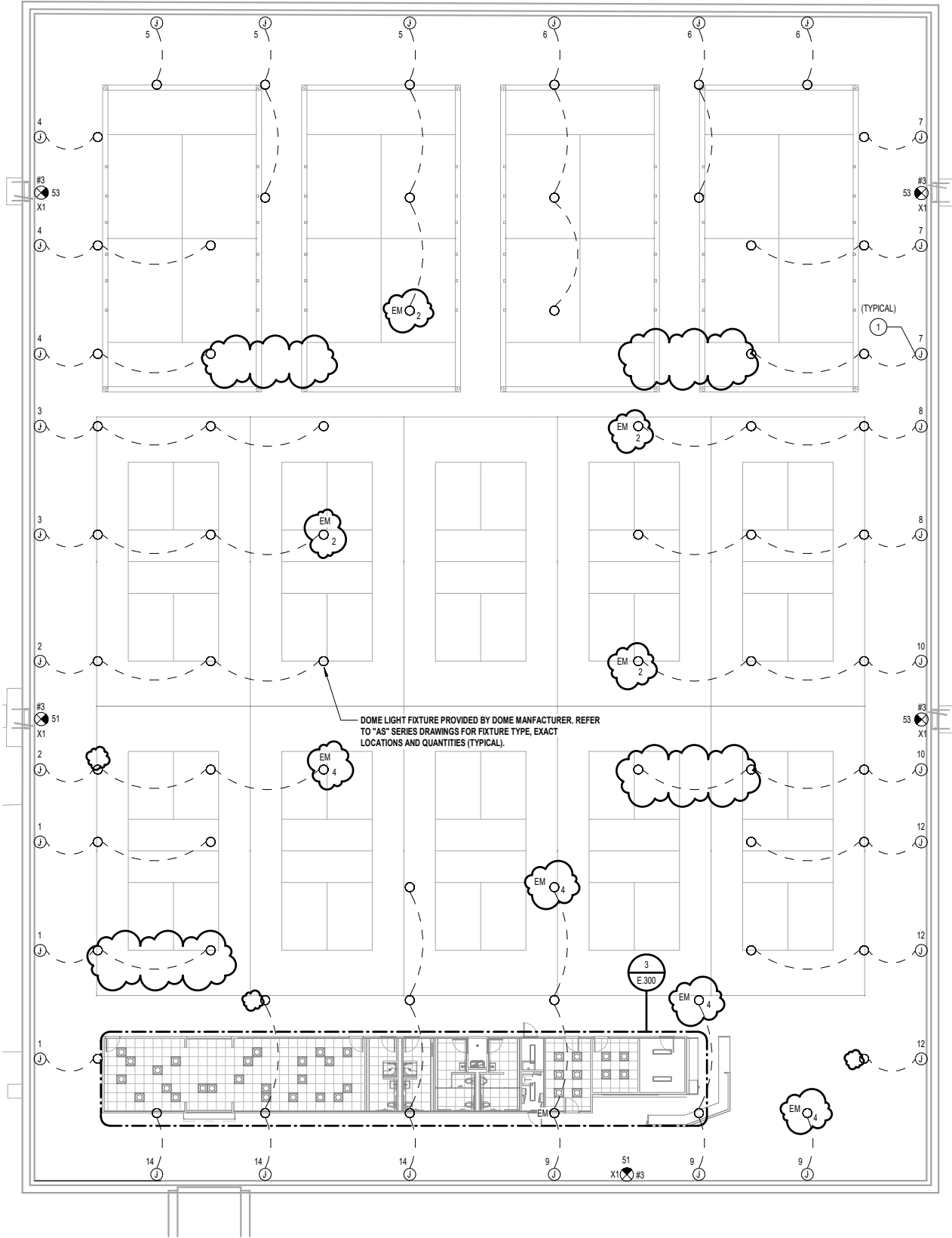


# E.100

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Stuckey 2/18/25, p.2 of 3

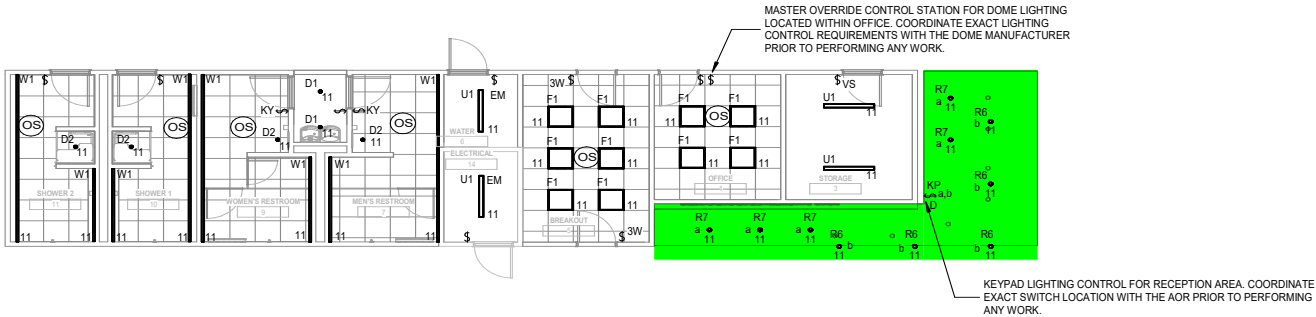
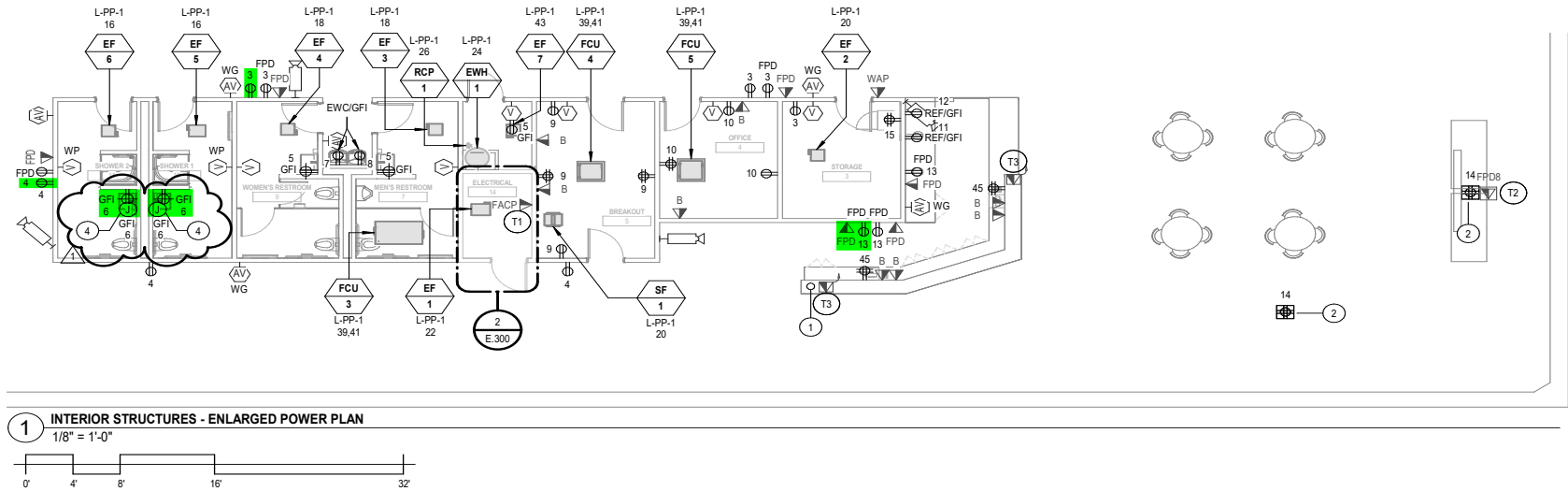
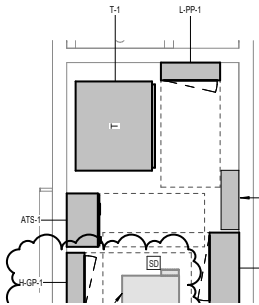
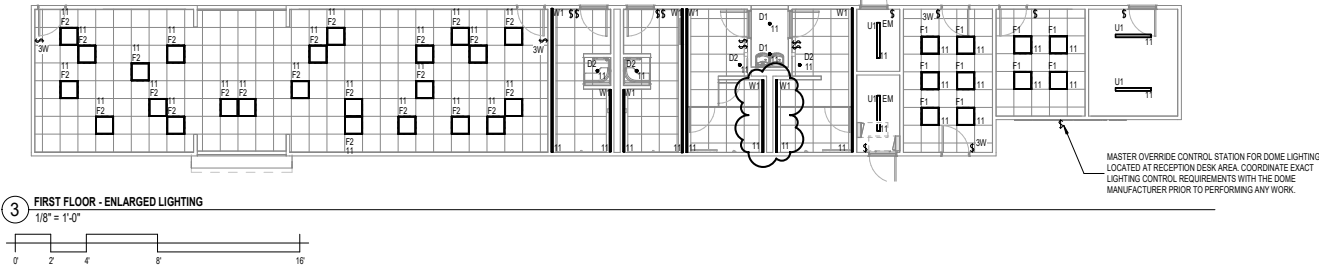
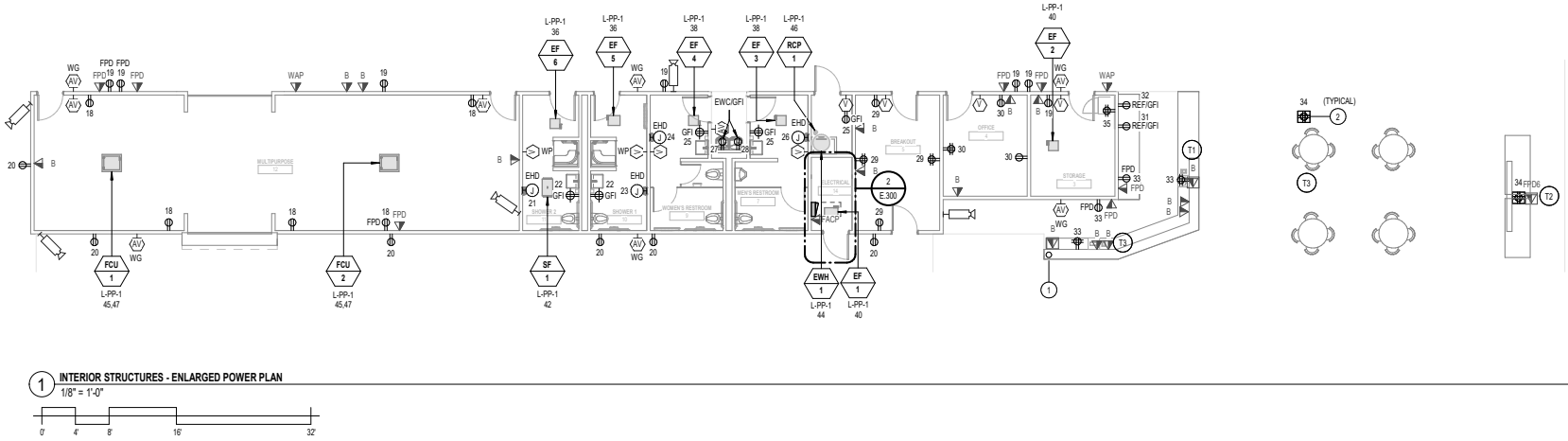
# Bid Drawings

# For Construction Drawings





subsequent markup sent by  
Stuckey 2/18/25, p.3 of 3



Bid  
Drawings

For  
Construction  
Drawings

E.300



"We Project Your Image"

Michael's Signs, Inc.  
3914 S. Memorial Drive  
Racine, WI 53403  
P: 262.554.6066  
F: 262.554.0574

Submit to:  
Park Dist. Of Highland Park and Padel Club  
Serene Pilman  
spilman@stuckeyconstruction.com

Project Location:  
2205 Skokie Valled Road,  
Highland Park, IL 60035  
(50 miles)

Date: August 26, 2024  
Expires: September 26, 2024  
Sales Rep: Justin Silva  
Terms: 50% down, balance upon completion  
3% Service charge for C.C. payments  
Ship via: Michael's Signs Truck  
Lead Time: 8-10 weeks

#### Product Description

Item	Qty.	Code		Price
A	1	Option 1	GEMINI cast, brushed aluminum, 3/4" depth, 6" Stud Mounted Letters	\$3,890.00

\*\*\* Credit for option 1 signage now provided by owner.

#### Project Total

**\* Above costs do not include State and Local Taxes**

Permits are billed at cost

**\* Final electrical connection and necessary permits provided by Owner.**

\* The above pricing is as approved. If original terms or conditions change relevant to additional items, services, shipment, etc., they must be approved in writing prior to expediting.

\* The prices quoted above are based on normal working conditions and hours. Exclusion to normal conditions include: Inadequate soil conditions, unidentified wall conditions and mandatory after business hours work schedules.

\* Michael's signs, Inc. has a one year warranty on all materials and workmanship, excluding lamps. If final payment is not

\* received within 30 days of project completion all warranties are considered null and void.

\* Terms are 50% down with balance due 14 days after installation or delivery of signage.



INTERNATIONAL SIGN ASSOCIATION

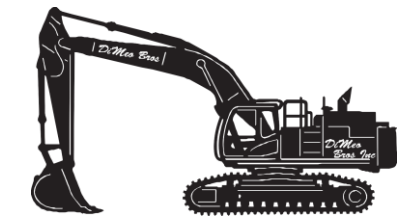


#### APPROVAL

Signature

Date





AUP

CONTRACTOR:

DiMeo Bros., Inc.  
720 Richard Lane  
Elk Grove, IL 60007

AUP # 2

DATE 2/2/2025

GENERAL CONTRACTOR:

Stuckey Construction Company

PROJECT:

PDHP Pickle & Paddle Club Improvements  
Highland Park, IL  
  
RE: Fire Department Connection

DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
Install approximately 48' of 4" DIP underground FDC piping with drip valve assembly through building slab to exterior point. Includes bend, riser, & flange at each end- 1' above FFE for continuation by fire protection contractor. Includes sawcutting/disposal of existing PCC slab, stone backfill, and spoils left onsite.	L SUM	1	\$ 16,465.00	\$ 16,465.00
Clarifications/Exclusions:				
*Work to be completed during current mobilization				
*Not Included: Dirt disposal, testing, or restoration of any kind				
*Not Included- Sprinkler Main Connection, Check Valve, RPZ, or Free-Standing FDC Unit				
Note: Once approved, this AUP will be recognized as a Change Order, which then becomes part of and in conformance with the existing contract.				

WE AGREE hereby to make the change(s) specified above at this price \$ 16,465.00

John DiMeo

2/2/2025

Your Name

Date

Accepted - The above prices and specifications of this AUP are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature

Date of Acceptance



18414 S. 116<sup>th</sup> Ave., Suite A, Orland Park, IL 60467 (708)479-2880 Fax (708)479-2881

January 16, 2025

Stuckey Construction  
2020 N. Lewis Avenue  
Waukegan, IL 60087

Re: 2024 PDHP Pickle and Padel Club  
2205 Skokie Valley Rd  
Highland Park, IL 60035

Change Order #1:

Description:

A). Change in LAV-1 Bowl Spec and F&I Sloan ESD-1500 Soap Dispensers at 4 LAVs (Faucet to be original spec: Sloan SF-2350-4)

Credit for Original Spec:		
Kohler K-2084:	(\$142.00) x 4:	(\$568.00)
Cost for New Spec:		
Kohler K1997-1R:	\$132.00 x 4:	\$528.00
Cost for Sloan ESD-1500	\$511.00 x 4:	\$2,044.00

**PRICE:**

Two Thousand Four and 00/100 Dollars \$2,004.00

Payment Terms: Price to be Added to Contract

Acceptance of proposal:

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

Prepared by: Brandon S. Mitchell

# *O'Hare Mechanical Contractors Inc.*

SPECIALISTS IN COMMERCIAL AND INDUSTRIAL HEATING, VENTILATING AND AIR CONDITIONING

January 17<sup>th</sup>, 2025

Stuckey Construction  
2020 N Lewis Ave  
Waukegan, IL

Re: PDHP Pickle and Padel Club

Dear Peter/Amber,

The following is the cost that is associated with IFC Drawings.

Eliminate 77 Lbs. Fabricated Ductwork	\$278.00
Changes to Supply Fan-1	<u>\$750.00</u>
Subtotal	\$1,028.00
10% OH&P	<u>\$103.00</u>
<b>Total CREDIT</b>	<b>\$1,131.00</b>

Sincerely,  
Adam Gregory  
O'Hare Mechanical Contractors, Inc.

**(847) 437-1919 (847) 437-4747 951 Oakton Street Elk Grove Village, IL 60007**

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# Memorandum

**To:** Park Board of Commissioners

**From:** Jeff Smith, Director of Planning, Projects, and IT; Nick Baird, Director of Recreation; Brian Romes, Executive Director

**Date:** May 7, 2025

**Subject:** **Approval Resolution 2025-07 Authorizing a Sole Source Contract for Procurement of InfinityGlass Pickleball Court Divider and Enclosure System**

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## **Summary**

The Park District of Highland Park received two sealed bids on April 29, 2025, for the 2025 Pickleball Court Divider and Enclosure System Purchase and Installation. Both bids were over budget. Staff recommend rejecting both bids and purchasing the dividers directly from the manufacturer. The Park District would then release a new Invitation for Bid for installation only.

PickleTile LLC is the only manufacturer of the InfinityGlass Pickleball Court Divider and Enclosure System, and there is no comparable, competing equipment unit on the market. Staff is seeking the approval of a Sole Source Contract.

## **Financial Impact**

Allocated Funds	\$228,000.00
<b>InfinityGlass Pickleball Court Divider Purchase</b>	<b>(\$187,449.00)</b>
<u>Estimated Installation Cost</u>	<u>(\$ 40,000.00)</u>
Total <u>Over</u> Budget	(\$ 551.00)

## **Recommendation**

Staff and the Finance Committee recommend the Park Board of Commissioners approve Resolution 2025-07 Authorizing a Sole Source Contract for Procurement of Infinity Glass Pickleball Court Divider and Enclosure System from Pickle Tile LLC in the amount of \$187,449.00.



# Memorandum

**To:** Park Board of Commissioners

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

**Date:** May 7, 2025

**Subject:** **Approval of the Interstate Gas Supply, LLC Commercial Gas Sales Agreement for Natural Gas bid via Alternative Utility Services, Inc. (AUS Energy)**

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## **Summary**

On April 23, 2025, the Park Board of Commissioners approved Resolution #2025-03 authorizing a contract with the lowest-cost natural gas provider. The Park District received bids via AUS Energy (Alternative Utility Services, Inc.) for natural gas rates for the entire District (11 meters in total). While open to bid, the current West Ridge Center did not receive one, due to the unknown closing date of that facility and the new Dome did not receive one as there is not yet 9 months of data associated with that new meter.

The lowest bid for the nine smaller usage meters was from Interstate Gas Supply, LLC (IGS) via AUS Energy at .475 cents per therm. IGS is the current provider for these facilities through July of 2028. Per the Board Approved Resolution 2025-03, the acceptance of this bid was executed by Executive Director Romes for these 9 meters for the term of August 2025 through July 2028. To note, AUS Energy receives compensation from the natural gas supplier, and no AUS Energy representative is employed by North Shore Gas.

## **Financial Impact**

Under the Park District's current natural gas contract for these meters, the average year-round rate is .6150 cents per therm for the smaller facilities. The new contract will provide a decrease in cost of .1400 per therm, except for Fink maintenance garage and the Recreation Center (where a variable price is being used which is currently .40769 cents per therm).

Based upon 2024 weather conditions, this new contract will decrease the annual natural gas cost of the small meter facilities by ~23% or \$13,732.45 in total over each 12-month period of the three-year contract.

## **Recommendation**

Staff recommend ratification from the Park Board of Commissioners for the Interstate Gas Supply, LLC Commercial Gas Sales Agreement for Natural Gas bid via Alternative Utility Services, Inc. (AUS Energy) for 9 natural gas meters in the amount of .475 cents per therm.

**Natural Gas Purchase Contract****Large Commercial V5.1CH-IND-IL****Seller: Interstate Gas Supply, LLC**

Attn: Commercial &amp; Industrial Sales, 6100 Emerald Parkway, Dublin, Ohio 43016

FOR OFFICE USE ONLY: 132

Fax: 614-659-5126

Phone: 877-923-4447

**Buyer: Park District of Highland Park****Contact Name** Mari-Lynn Peters**Confirmation Email** mlpeters@pdhp.org**Phone** 847-579-3138**Fax**Street AddressCityStateZip**Mailing** 636 Ridge Rd

Highland Park

IL

60035

**Billing** Per Utility Billing**Facility** See Exhibit A**Account Number/s** See Exhibit Aor ☒ see the attached **Exhibit A**

This Contract is subject to the attached Natural Gas Supply Master Terms and Conditions, which are incorporated in their entirety herein.

**Natural Gas Distribution Company ("NGDC"):** North Shore Gas**Critical Day Volume:** 100% of Usage determined by the NGDC**Purchase Price:**

☒ Fixed Price of \$0.475 per Therm for all gas delivered to the Burnertip throughout the Initial Term.

☐ Variable Price determined by 100% of the applicable NYMEX settlement price (depending on the Buyer's billing cycle) plus \$ per Therm for all gas delivered to the Burnertip throughout the Initial Term.

The price includes all applicable interstate transportation charges, shrink/fuel to the delivery point, Btu conversion, and pooling fees, but it does not include the applicable taxes or NGDC transportation and distribution charges. After the Initial Term expires, the price will be as described under the Renewal Variable Pricing section of this Contract.

**Initial Term:**The Initial Term of this Contract will begin with the **August 2025** NGDC billing cycle, and it will continue through the **July 2028** NGDC billing cycle.**Renewal:**

Upon expiration of the Initial Term, this Contract will automatically renew on month-to-month basis, with each such month constituting a "Secondary Term." Any automatic renewal may be cancelled by Buyer or Seller delivering written notice to the other party at least 30 days before the automatic renewal date. The automatic renewal date will be the first calendar day of the month at the end of the applicable Term. Because Seller needs to contract for supply and transportation in advance, Buyer's early termination of any Account under this Contract will harm Seller.

**Early Termination Damages:**

**If under a Fixed Price:** For each Account that is terminated early, damages will be equal to the positive difference, if any, between the Fixed Price minus the then-current market price, multiplied by the "Contract Volumes" (defined below) as apportioned to the terminated Account(s) and remaining under the then-current Term. The "Contract Volumes" are calculated using each Account's historical monthly consumption, as provided to Seller by the NGDC, multiplied by weather normalization factors and are set forth in the table below. The Contract Volumes will be used for determining early termination damages under this Contract. Buyer is not otherwise obligated to accept/consume the Contract Volumes on a monthly or annual basis.

**If under a Variable Price:** For each Account that is terminated early, damages will be equal to \$0.04 per Therm multiplied by the Contract Volumes as apportioned to the terminated Account(s) and remaining under the then-current Term.


**Contract Volumes in Therm at the Burnertip**

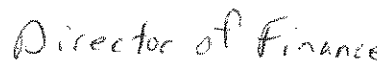
Month	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
	11,322	9,979	8,001	4,937	2,546	1,212	1,130	1,139	1,333	3,477	6,905	9,517

This Contract, including any Exhibit(s) may be signed in counterparts. If Buyer and Seller execute more than one Contract with respect to any Account(s), the terms of the most recent Contract will supersede and take priority over all previous Contracts with regard to the same Account(s). Any signature on this Contract and any Exhibit(s) will be considered valid for all purposes and have the same effect whether it is an ink-signed original, e-signed, a photocopy, or a facsimile representation of the original document.


The signers below personally certify that they have all requisite authority to sign and enter into this Contract on behalf of the parties identified above their signatures. Further, they acknowledge that on behalf of their respective parties, they have read, understood, and voluntarily agreed to every provision of this Contract, the attached Terms and Conditions, and any Exhibit A.

**Accepted by Buyer:**

  
 Name: Mari-Lynn Peters

 4/24/25  
 Title Date

**Accepted by Seller:**

  
 Name: Jonathan Liba

Sr. Director, C&I Acct. Mgmt.  
 Title

5/1/2025  
 Date



## Natural Gas Supply Master Terms and Conditions

These Master Terms and Conditions (the "Terms and Conditions") set forth the general terms and conditions for the retail sale and purchase of natural gas between Seller and Buyer. The specific terms with respect to Buyer's Accounts will be set forth on Page 1. These Master Terms and Conditions, the specific terms set forth on Page 1, and any Exhibits form a written agreement between Seller and Buyer (the "Contract").

**1. Natural Gas Supply.** Seller will supply and deliver to Buyer the full natural gas requirements for all Accounts under this Contract, and Buyer will accept and pay for all such deliveries according to this Contract. Seller will act as Buyer's agent for the limited purposes of working with Buyer's NGDC in order to: (a) obtain the Accounts' usage, billing, and payment histories; (b) effect the transfer of natural gas supply service to Seller; and (c) perform Seller's obligations under this Contract. Buyer will execute all documents and be responsible for all services and equipment required by the NGDC in order for Buyer to receive service under this Contract. Buyer understands that there may be delays in starting gas supply due to the NGDC's enrollment requirements and will not hold Seller responsible for any such delays.

**2. Renewal Variable Price.** The price for each Secondary Term will be determined monthly by the index price of gas delivered to the applicable delivery point, plus: transportation, demand charges, shrink/fuel, Btu conversion, pooling fees, and a service fee. The price will not include the applicable taxes or NGDC transportation/distribution charges.

**3. Billing & Payment.** The NGDC will issue consolidated monthly invoices which will contain Seller's natural gas charges, plus applicable taxes and all of the NGDC's distribution and other applicable charges. Buyer will pay to the NGDC the entire amount of each natural gas bill under the NGDC's payment terms and conditions. Late charges will apply for all past-due amounts owed to Seller at the rate set forth in the NGDC's tariff for its charges. Seller reserves the right to invoice Buyer directly for: (a) Seller's charges only, plus applicable taxes; or (b) for the NGDC's charges, as well as Seller's charges, plus all applicable taxes. If Seller invoices Buyer directly, payment will be due in full on or before the 20th calendar day following the invoice date and late charges will apply for all past-due amounts at a rate of 1.5% per month. The NGDC is solely responsible for reading Buyer's meter(s), and all disputes that Buyer has with respect to meter readings and related adjustments will be addressed by Buyer solely to the NGDC.

**4. Credit.** Upon Seller's reasonable request, Buyer will provide to Seller financial statements and other credit-related information, all of which will be treated as confidential by Seller. If Seller reasonably deems Buyer's financial condition inadequate to extend credit, Seller may require security sufficient to cover volumes for the two largest months' Contract Volumes. The security will be in the form of either a deposit or an irrevocable letter of credit. Furthermore, if Buyer: (a) becomes a Debtor in a bankruptcy proceeding; or (b) breaches any payment obligation or any other obligation to Seller (including any obligation to provide security as provided above), then Seller may suspend deliveries and/or terminate this Contract 10 days after delivering written notice to Buyer. Seller's rights under this Credit section are in addition to all other remedies available under this Contract.

**5. Damages.** Seller may hedge its obligations under this Contract by purchasing natural gas and related transportation, as well as natural gas futures and/or swaps, or any combination thereof. If (a) Buyer terminates any or all Accounts from under this Contract before the expiration of any Term; or (b) Seller terminates this Contract as to any or all Accounts before the expiration of any Term as a result of Buyer's breach of this Contract; or (c) the NGDC terminates any or all Accounts from under this Contract before the expiration of any term as a result of late or non-payment, then Buyer will pay to Seller damages calculated as set forth in the Early Termination Damages section on the Page 1. Seller may increase the price charged to Buyer for Accounts that have not breached in order to cover the damages described above; in such instance, Seller will send to Buyer an informational invoice to supplement the NGDC's bill. If Buyer transfers service to the NGDC, Buyer may be charged a price other than NGDC's standard rate. Nothing in this Damages section limits Buyer's obligation to pay for all delivered natural gas as metered by

the NGDC. If Seller fails to perform its delivery obligations under this Contract, Seller will pay to Buyer an amount equal to the positive difference, if any, between Buyer's reasonable cost of cover minus the then-current Contract price for all natural gas Seller failed to deliver. The prevailing party in any lawsuit under this Contract will be entitled to collect from the breaching party the prevailing party's costs of enforcing this contract, including reasonable attorneys' fees and all other litigation expenses.

**6. Cross Default.** If Buyer is a party to one or more other natural gas or electricity supply contracts with Seller, a breach by Buyer under such other contract(s) may be treated by Seller as a breach by Buyer of this Contract.

**7. Limitation of Liability.** Seller will not be liable for any losses arising from Buyer's use of natural gas or for losses arising from any pipeline or the NGDC, including but not limited to: their operations and maintenance of their system, any disruption of their service, termination of their service, their events of force majeure, or deterioration of their service. Except as otherwise set forth in this Contract, neither party will be liable for any indirect, consequential, special, or punitive damages, whether arising under contract, tort (including negligence and strict liability), or any other legal theory.

**8. Warranty.** Seller warrants that all gas delivered to the NGDC for its distribution to Buyer will meet the NGDC's quality standards and that title to such gas is free from liens and adverse claims. Seller makes no other warranties or representations of any kind, express or implied, including any warranty of merchantability or warranty that the goods are fit for any particular purpose.

**9. Regulatory.** The choice program is subject to ongoing utilities commission jurisdiction and NGDC rules. Seller may pass through to Buyer any additional charges/fees imposed on suppliers through a regulatory and/or utility proceeding. If the choice program is terminated or materially changed, this Contract may be modified accordingly or terminated by Seller without penalty to either party.

**10. Relationship of Parties.** Buyer will make decisions regarding pricing and volumes in Buyer's sole discretion, with or without advice or recommendation from Seller, and Seller will not be liable for Buyer's acting or failing to act upon Seller's advice or recommendations.

**11. Assignment.** This Contract may be assigned by Buyer only with express written consent of Seller, which consent will not be unreasonably withheld, delayed, or conditioned.

**12. Waiver.** No failure to enforce any provision of this Contract will be deemed a waiver of any right to do so, and no express waiver of any breach will operate as a waiver of any other breach or of the same breach on future occasion.

**13. Choice of Law, Jurisdiction, Venue & Jury Trials.** This Contract will be governed by the applicable laws of the State of Ohio, without regard to Ohio's principles of conflicts of law. All legal actions involving all disputes arising under this contract will be brought exclusively in a court of the State of Ohio sitting in Franklin County, Ohio, or in the United States District Court for the Southern District of Ohio sitting in Columbus, Ohio. Buyer and Seller waive all of their rights to a trial by jury in any legal action related to this Contract.

**14. Severability.** If any provision of this contract is held unenforceable by any court having jurisdiction, no other provisions will be affected, and the court will modify the unenforceable provision (consistent with the intent of the parties as evidenced in this contract) to the minimum extent necessary so as to render it enforceable.

**15. Entire Agreement.** This Contract, including these Terms and Conditions and any Exhibits, contain the entire agreement between Seller and Buyer regarding the Accounts under this Contract, and it supersedes all prior and contemporaneous written and oral agreements and understandings between them with respect to those accounts. This Contract cannot be modified in any way except by a writing signed by both Seller and Buyer.

**Exhibit A to Natural Gas Purchase Contract Form V5.1CH-IND-IL  
Account Numbers & Facility Addresses**


**Seller:** Interstate Gas Supply, LLC  
**Buyer:** Park District of Highland Park

Following are the Account/Meter Numbers and Addresses included under the above-mentioned contract between Seller and Buyer:

	Account Number	Service Address	Service City	Service State	Service Zip Code
1	060222577300001	1390 Sunset Rd	Highland Park	IL	60035
2	060240542100007	1240 Fredrickson Pl	Highland Park	IL	60035
3	060114507200004	1377 Clavey Rd	Highland Park	IL	60035
4	060114507200007	1201 Park Ave W Ste A	Highland Park	IL	60035
5	060114507200012	1240 Fredrickson PL	Highland Park	IL	60035
6	060240542100001	2900 Trailway Rd	Highland Park	IL	60035
7	060240542100005	1377 Clavey Rd	Highland Park	IL	60035
8	060240542100006	3100 Trailway	Highland Park	IL	60035
9	060819764700002	1801 Sunset Rd	Highland Park	IL	60035


**AGREED.**

**Accepted by Buyer:**

  
Name Mari-Lynn Peters

Director of Finance 2/24/25  
Title Director of Finance Date

**Accepted by Seller:**

  
Name Jonathan Liba

Sr. Director, C&I Acct. Mgmt.  
Title Sr. Director, C&I Acct. Mgmt. Date 5/1/2025





# Memorandum

**To:** Park Board of Commissioners

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

**Date:** May 7, 2025

**Subject:** **Approval of the Mansfield Power and Gas, LLC Master Commercial Gas Sales Agreement for Natural Gas bid via Alternative Utility Services, Inc. (AUS Energy)**

---

## **Summary**

On April 23, 2025, the Park Board of Commissioners approved Resolution #2025-03 authorizing a contract with the lowest-cost natural gas provider. The Park District received bids via AUS Energy (Alternative Utility Services, Inc.) for natural gas rates for the entire District (11 meters in total). While open to bid, the current West Ridge Center did not receive one, due to the unknown closing date of that facility and the new Dome did not receive one as there is not yet 9 months of data associated with that new meter.

The lowest bid for the two largest usage meters (HCAP, CIA) was from Mansfield Power and Gas, LLC via AUS Energy at .417 cents per therm. NRG is the current provider for these facilities through July of 2025. Per the Board Approved Resolution 2025-03, the acceptance of this bid was executed by Executive Director Romes for these 2 Park District meters for the term of August 2025 through July 2028. To note, AUS Energy receives compensation from the natural gas supplier, and no AUS Energy representative is employed by North Shore Gas.

## **Financial Impact**

Under the Park District's current natural gas contract for these meters, the average year-round rate is .5769 cents per therm for the two larger facilities. These new contracts will provide a decrease in cost of .1599 cents per therm.

Based upon 2024 weather conditions, this will decrease the annual natural gas cost of HCAP and CIA by ~38% or \$21,205.62 in total over each 12-month period of the three-year contract.

## **Recommendation**

Staff recommend ratification from the Park Board of Commissioners for the Mansfield Power and Gas, LLC Master Commercial Gas Sales Agreement for natural gas service agreement via AUS Energy for 2 natural gas meters in the amount of .417 cents per therm.

## Mansfield Power and Gas, LLC Master Commercial Gas Sales Agreement

THIS MASTER COMMERCIAL GAS SALES AGREEMENT (this "Master Agreement") is entered into as of the Effective Date described below by and between Mansfield Power and Gas, LLC ("Supplier"), and the customer for retail natural gas supply and transportation services identified on the signature page hereto ("Customer"). Each of Supplier and Customer may be referred to herein individually as a "Party" and collectively as the "Parties."

**1. Transactions.** This Master Agreement sets forth the general terms and conditions governing transactions for the purchase, sale and transportation of natural gas and related products and services (each a "Transaction") to one or more of Customer's service locations (each, a "Point of Service Location") as agreed to from time to time and specified in Exhibit B to a transaction confirmation. Each Transaction shall be evidenced by a written transaction confirmation (each a "Confirmation") in the form set forth in Exhibit A. If Customer fails to object in writing to any term in the Confirmation within two (2) Business Days of receipt of the Confirmation, the Confirmation shall constitute the definitive written expression of the Transaction. Each Confirmation shall constitute part of and shall be subject to this Master Agreement. Nothing in this Agreement obligates either Party to enter into a Transaction at any time. This Agreement, all Exhibits thereto, and each Confirmation shall constitute a single integrated agreement between the Parties (collectively referred to as the "Agreement").

**2.0 Services.** Commencing on the Delivery Start Date set forth in a Confirmation and continuing throughout the Term, Customer appoints Supplier as its exclusive agent for the supply and/or transportation of natural gas to Customer's Point of Service Locations. Subject to the terms and conditions of this Agreement, Supplier shall acquire and transport to Customer, and Customer shall purchase and receive, the Contract Quantity of natural gas of the relevant local gas distribution company ("LDC") specified in a Confirmation in accordance with the terms and conditions of this Agreement. If the LDC requires Customer to install additional metering and/or related equipment at any Point of Service Location, Customer shall be solely responsible for the costs and installation thereof. Title to all natural gas hereunder shall pass from Supplier to Customer at the Delivery Point and Customer shall have the sole responsibility for transporting gas from the Delivery Point.

**2.1 Customer Qualification.** Customer acknowledges and agrees that Supplier's duty to provide natural gas under any Confirmation that would require the use of an LDC's facilities is contingent upon the applicable Customer Point of Service Location qualifying for the LDC's appropriate rate or tariff schedule that would permit the use of the LDC's facilities for delivering the natural gas to that Customer Point of Service Location.

**2.2 Nominations.** The Parties shall coordinate nomination activities providing Sufficient Time to meet the deadlines of the transporter of gas by a gas gathering or pipeline company or LDC (each a "Transporter"). If Customer or the LDC fails to

provide Supplier with a usage nomination for any month in a timely manner, Supplier (i) may establish a nomination for such month in a commercially reasonable manner based on Customer's historical usage data available to Supplier, and (ii) shall have the right to use and rely on such nomination unless notified otherwise by Customer or the LDC. Should Customer become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the agreed upon volumes, Customer shall promptly notify Supplier. Additionally, Customer shall notify Supplier of any change to usage, whether planned or unplanned. Absent timely communication, Supplier shall be permitted to make best estimates of Customer's requirements and will use commercially reasonable efforts to minimize imbalances fees and other costs. Supplier will retain full discretion to pass through any charges directly related to the protocol breach. Unless otherwise specified, monthly volumes shall be prorated on a per day basis. For example, if the monthly volume is 31,000 dekatherms in a month with 31 days, the Customer will be scheduled for 1,000 dekatherms per day.

**2.3 Imbalances.** The Parties shall use commercially reasonable efforts to avoid imposition of any fees, penalties, cash-outs, costs or charges (in Cash or in kind) assessed by a Transporter for failure to satisfy balancing and/or nomination requirements ("Imbalance Charges"). If Supplier or Customer receives an invoice from a Transporter that includes Imbalance Charges, the Parties shall determine the validity and cause of such Imbalance Charges. The Party causing the imposition of the Imbalance Charges will be responsible to pay such Imbalance Charges.

**2.4 Transporter Restrictions.** If either Party receives an operational flow order or any other usage or operating instructions, restrictions or similar notice (each an "OFO") from a Transporter requiring action to be taken in connection with the transportation or consumption of gas pursuant to a Transaction, such Party will use commercially reasonable efforts to notify the other Party of such event in a timely manner. Such notice may be given by electronic means. Each Party will take all commercially reasonable actions required by the OFO within the time prescribed. If OFO penalties, charges, fees, costs or expenses result from the actions or inactions of one Party, then such Party shall be solely responsible for any such penalties, charges, fees, costs or expenses. Both parties agree that OFOs may require one or both parties to buy or sell quantities of natural gas in the then-current market conditions, which may be appreciably higher or lower than the Contract Price specified in a Transaction. If Supplier is responsible for nominations and balancing on a Transporter imposing an OFO or similar restriction, Supplier may (but is not required to) increase or decrease nominations, as appropriate, to avoid penalties.

**3.0 Defined Terms.** Capitalized terms not otherwise defined herein shall have the meaning set forth in

## Mansfield Power and Gas, LLC Master Commercial Gas Sales Agreement

### Section 31.

**4.0 Pricing.** The price for the natural gas delivered hereunder (the "Contract Price") is set forth in a Confirmation, based upon Customer's Contract Quantity data, and applies to all natural gas covered under such Confirmation and includes charges for the supply, nomination and balancing associated with the transportation of natural gas, as specified in such Confirmation and in Section 12 herein. In the event decremental pricing applies and Supplier is commercially harmed, any credit from Supplier to Customer shall be calculated based on the lower of Customer's contract price and the gas daily price, and shall be offered at Supplier's sole discretion, provided however Supplier shall use commercially reasonable efforts to mitigate the harm.

**4.1** If Customer is allotted any swing tolerance as set forth in a Transaction Confirmation, it shall be calculated as follows:

If the actual quantity used by Customer is more than the Contract Quantity, then the price for each additional dekatherm of actual quantity used will be as follows: (index rate listed in the Transaction Confirmation) + (the incremental adder as listed in the Transaction Confirmation). If the actual quantity used by Customer is less than the Contract Quantity, then Supplier will credit Customer for each dekatherm burned less than the Contract Quantity as follows: (index rate listed in the Transaction Confirmation) - (the decremental adder as listed in the Transaction Confirmation). Notwithstanding anything to the contrary herein, any credits may be restricted by Section 3.6. In the case of a curtailment, OFO (as defined in the Special Provisions) operational matching order, or any other event which materially impacts market pricing (collectively "Restrictive Events"), Supplier may, at its own discretion, adjust the index based rate to a commercially reasonable replacement rate for the duration of the Restrictive Event.

#### **5.0 Fixed Price Performance Obligation:**

Notwithstanding anything in this Contract to the contrary, in the event a transaction (a) has a Firm performance obligation, (b) as a result from an event of Force Majeure, Seller is unable to sell and deliver, or Customer is unable to purchase and receive, the Contract Quantity, either in whole or in part, for such transaction, (c) the Contract Price for such transaction is a Fixed Price (as defined below) and (d) the Delivery Period for such transaction is equal to or greater than one Month, then, for the duration of the event of Force Majeure, for each Day that Seller is unable to sell and deliver, or Customer is unable to purchase and receive, such Contract Quantity, the following settlement obligations between the parties shall apply:

- (a) if the Gas Daily (GD) Price (as defined below) exceeds the Fixed Price, Seller shall pay Customer the difference between the GD Price and the Fixed

Price for each MMBtu of such Gas not delivered and/or received on that Day, or

- (b) if the Fixed Price exceeds the GD Price, Customer shall pay Seller the difference between the Fixed Price and the GD Price for each MMBtu of such Gas not delivered and/or received on that Day.

#### For the purpose of this Section

"Fixed Price" means, a Contract Price for a transaction that is expressed as a flat dollar amount for the Month of delivery, excluding any transactions that have been entered into after the last trading day (as defined by the NYMEX) for the applicable Month. Subject to the foregoing exclusion, "Fixed Price" also includes any transaction containing a Contract Price or a component of a Contract Price that has been converted from a floating price mechanism (i.e., a NYMEX/first of the month index basis component and a fixed price or floating price component, or a NYMEX/first of the month index priced component with a fixed basis component) to a flat dollar amount for any Month of delivery, either upon the mutual agreement of the parties or as a result of a party exercising a pricing "trigger" option in the relevant transaction.

"GD Price" means the price per MMBtu, stated in the same currency as the transaction subject to such event of Force Majeure, for the first of the Month delivery, either as the NYMEX settlement price or as an index price published in the first issue of a publication commonly accepted by the natural gas industry (selected by the Seller in a commercially reasonable manner) for the Month of such event of Force Majeure for the geographic location closest in proximity to the Delivery Point(s) for the relevant Day, adjusted for the basis differential between the Delivery Point(s) and the NYMEX or such published geographic location as determined by the Seller in a commercially reasonable manner.

### **6.0 Billing and Payment.**

**6.1 General Billing and Payment Terms:** Supplier shall provide monthly invoices, either through utility consolidated billing ("UCB"), supplier consolidated billing ("SCB") or a Dual Billing Option ("DBO"), at its sole discretion to the extent permitted by law. Unless stated otherwise in a Transaction Confirmation, DBO shall be the default option. Supplier may estimate bills in cases where actual billing determinants are unavailable. The billed quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available. Unless stated otherwise in a Transaction Confirmation, full payment of invoiced amounts shall be due to Supplier within fifteen (15) days following Customer's receipt of invoice. Late payments shall incur interest charges at a rate of interest equal to the lower of a per annum rate of one and one-half percent per month (1.5%) or the maximum applicable lawful interest rate. In any instance where any payment to Supplier is declined by the issuing institution, Customer shall be assessed a non-sufficient funds charge of \$35 or the maximum allowed under applicable law (whichever is less) per declined payment. Customer shall be liable for all costs incurred by

## **Mansfield Power and Gas, LLC**

### **Master Commercial Gas Sales Agreement**

Supplier, including reasonable attorneys' fees, for collections on accounts greater than thirty (30) calendar days past due. Unless specified otherwise in a Transaction Confirmation, Customer shall be billed on a usage basis.

#### **6.2 Disputes and Adjustments of Invoices:**

Customer may dispute, in good faith and in writing, the correctness of any invoice. In the event that an invoice or portion thereof is disputed, payment of the undisputed portion of the invoice shall be made by the Due Date specified on a Confirmation, with notice of the dispute given to Supplier in writing and stating the amount and basis for the dispute. Supplier and Customer agree to use good faith and reasonable efforts to resolve any such billing/invoice dispute within thirty calendar (30) days of Supplier's receipt of Customer's written notice of any such dispute. Upon resolution of the dispute, any required payment shall be made within ten (10) Business Days of such resolution along with interest accrued at a rate equal to the lower of either the per annum rate of one and one-half percent per month (1.5%) or the maximum applicable lawful rate. Customer must provide Supplier with written notice of any disputed charge(s) on or prior to the Due Date of the invoice or it will be deemed to have waived its rights to dispute such a charge.

**6.3 Payments:** The default method of payment shall be through the Automated Clearing House ("ACH") Recurring Payment Authorization attached herein or provided separately at Customer's request. Customer agrees to provide ACH processing details required to process such payments. No processing fee shall be assessed by Supplier when using ACH recurring payments.

**7.0 Term.** The term of this Master Agreement will commence on the Effective Date and, unless terminated earlier as provided in this Master Agreement, will continue until terminated by either Party upon fifteen (15) days prior written notice to the other Party; provided this Master Agreement shall remain in full force and effect during the term of any Confirmation. Each Confirmation shall set forth the applicable "Delivery Period" or term during which deliveries of natural gas are to be made. Supplier shall not be liable for any failure to enroll or drop a Point of Service Location by any applicable start and end date(s) set forth in the Confirmation due to circumstances beyond its control. Further, all obligations regarding indemnity, payment of Taxes, limitations of liability, remedies afforded to the Parties after default and early termination, confidentiality obligations, and waivers survive for the period of the applicable statute of limitations.

**8.0 Renewal of Agreement.** Unless otherwise set forth on Exhibit C, not less than thirty (30) days prior to the anticipated expiration date of the then current relevant Delivery Period, Supplier may provide a Confirmation renewal notice electronically or otherwise in writing containing proposed pricing, terms and conditions for a new Confirmation (the "Renewal Notice"). If, following termination or expiration of any Confirmation, any of Customer's Point of Service Locations remain designated by any LDC as being served by Supplier, then Supplier may either (a) continue to serve such Point of Service Location on a month-to-month holdover basis (each, a "Holdover Term") or (b)

move such Point of Service Location to the then applicable tariff service, whether default service or otherwise, or to another authorized provider of natural gas (any of the foregoing is an "Alternative Service"). The price payable during any Holdover Term shall be based on a variable rate, and may change monthly due to current and predicted weather patterns, retail competition, wholesale natural gas costs, fluctuations in natural gas supply and demand, industry regulations, pricing strategies, costs to serve customers, and many other factors. Variable rate agreements will automatically renew on a month-to-month basis and can be cancelled at any time by either party without any early termination fee. This Agreement shall continue to govern the provision of service during any Holdover Term. During a Holdover Term and to the extent permitted by law, Supplier may at any time move any account(s) to an Alternative Service without penalty or prejudice.

**9.0 Performance Assurance.** Supplier's obligation to supply natural gas is contingent upon Supplier's continued review and approval of Customer's creditworthiness. If Supplier becomes reasonably concerned with regard to Customer's creditworthiness or ability to perform its obligations hereunder, Supplier may request from time to time such financial statements and other information as Supplier may reasonably require to determine Customer's creditworthiness. If Supplier determines in its reasonable discretion that Customer is not creditworthy or otherwise lacks the ability to perform under this Agreement, Supplier may require that Customer provide Performance Assurance. Upon a request by Supplier, Customer shall provide Performance Assurance within five (5) Business Days of receipt of Supplier's written request. Customer's failure to provide Performance Assurance within five (5) Business Days of Supplier's written request shall be a Customer Default under this Agreement, and Supplier shall be entitled to exercise any remedies set forth in this Agreement for a Customer Default. Supplier shall be entitled to use the Performance Assurance provided by Customer to satisfy any past due amounts by Customer, and Supplier may retain such Performance Assurance until all amounts owed to Supplier by Customer are fully paid. For the avoidance of doubt, Supplier shall in no circumstances be required to provide security or any other form of adequate assurance to Customer.

**10.0 Consent to Disclosure.** Customer designates Supplier as an authorized recipient of Customer's account, billing and usage information. Customer consents to the disclosure by each LDC to Supplier of certain basic information about Customer including: account number, meter number, meter read data, rate class, natural gas usage, billing and payment information, account name, service address, billing address, and telephone number.

**11.0 Transportation.** Customer agrees and acknowledges that Supplier does not own or control any of the transmission or distribution facilities used to transport natural gas to the Point of Service Location(s).

## Mansfield Power and Gas, LLC Master Commercial Gas Sales Agreement

The LDC has the responsibility to deliver the natural gas to the Point of Service Location(s). Supplier has no obligation, liability, or responsibility for the operations of the LDC, for the interruption of service, or for the LDC's failure to deliver natural gas to the Point of Service Location(s).

**12.0 Point of Service Location Usage.** Prior to entering into a Transaction, Customer will provide to Supplier information reasonably required to substantiate its usage requirements, including information regarding its meter/account numbers, historical/projected usage for a period of at least one year, time of use, hours of operation, and LDC rate classes, which in substantial part form the basis for the calculation of charges for any Transaction. Customer shall provide Supplier at least sixty (60) calendar days prior written notice prior to removing any Point of Service Location from service hereunder as a result of reducing or ceasing operations at such Point of Service Location; including, but not limited to, closing any Point of Service Location or the sale of any Point of Service Location to an unrelated third party. Customer shall use commercially reasonable efforts to operate Customer's Facilities such that natural gas consumption is consistent with Customer's Contract Quantity. Customer shall notify Supplier as soon as practicable of: (i) any revision to the Contract Quantity; (ii) all scheduled or unscheduled outages or anticipated changes in usage; (iii) any anticipated Material Usage Deviations; and (iv) any removal of a Customer's Point of Service Location from service hereunder during the Delivery Period specified in a Transaction. Customer shall be responsible to Supplier for any additional costs and losses incurred by Supplier arising from (i), (ii), (iii) or (iv); provided that Supplier shall use commercially reasonable efforts to mitigate any such costs after receipt of such notice. Supplier may within ten (10) days of receipt of Customer's notice of a Material Usage Deviation, assess the changes in Customer's usage and if applicable, declare an Effective Removal of the affected Point of Service Location(s).

**13.0 Taxes.** All applicable Taxes shall be passed through from Supplier to Customer without markup. Supplier shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes & Fees") on or with respect to the gas prior to the Delivery Point(s). Customer shall pay or cause to be paid all Taxes & Fees on or with respect to the gas at the Delivery Point(s) and all Taxes & Fees after the Delivery Point(s). If a party is required to remit or pay Taxes & Fees that are the other party's responsibility hereunder, the party responsible for such Taxes & Fees shall promptly reimburse the other party for such Taxes & Fees. Any party entitled to an exemption from any such Taxes & Fees or charges shall furnish the other party any necessary documentation thereof.

**14.0 Confidentiality.** Neither Party shall disclose, unless authorized in writing by the other Party, the terms of this Agreement to a third party (other than the Party's employees or its lenders, counselors or accountants who have agreed to keep such terms confidential) except in order to comply with any applicable law, order, regulation

or exchange rule, to collect debts owed or to obtain transmission, distribution, ancillary or other regulated services; provided, however, that each Party will notify the other Party of any proceeding of which it is aware which may result in non-routine disclosure. Each of the Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation; provided, however, that monetary damages shall be limited to the amounts specified in Section 24 of this Agreement, and a breach of this section shall not give rise to a right to suspend or terminate this Agreement. Notwithstanding the foregoing, Customer agrees to permit Supplier to utilize Customer's name as a customer of Supplier solely for marketing and publicity purposes.

**15.0 Notices.** Exhibit C contains the contact information for Supplier and Customer that will be used to provide any and all notices arising from this Agreement. All notices will be made in writing and may be delivered by hand delivery, first class mail (postage prepaid), overnight courier service or by facsimile and will be effective upon receipt; provided, however, that any default or termination notice may only be sent by hand or by overnight courier service.

### 16.0 Events of Default.

**16.1 Customer Default.** If a Customer Default occurs, Supplier may, at its option and in its sole discretion, choose to suspend or terminate this Agreement immediately without notice, and in its entirety or as to any Point of Service Location(s) or any Confirmation. Any such suspension or termination shall take place after Customer's receipt of written notice stating the reason(s) for any such suspension or termination and providing the anticipated effective date the foregoing will take effect (the "Early Termination Date"). In the event of Supplier's termination for Customer Default, Supplier shall be entitled to receive from Customer a Customer Early Termination Payment. Supplier shall calculate the Customer Early Termination Payment in its commercially reasonable discretion, including where applicable, Supplier's estimates of market prices and forward market prices. Such calculation shall be provided to Customer by Supplier as of the Early Termination Date and Customer shall pay the Customer Early Termination Payment on the later of the Early Termination Date or five (5) Business Days after such calculation is received.

**16.2 Supplier Default.** In the event of a Supplier Default, Customer shall provide Supplier written notice of its intent to terminate this Agreement or a Confirmation in its entirety or as to any specific Point of Service Location(s) thereunder, provided however that the Early Termination Date shall not be less than thirty (30) days from Supplier's receipt of Customer's notice of Supplier Default. In the event of Customer's termination for Supplier Default, Customer shall be entitled to receive from Supplier a Supplier Early Termination Payment. The Supplier Early Termination Payment shall be paid by Supplier within five (5) Business Days after such notice is received.

**16.3 Mitigation of Damages.** Each Party agrees that it has a duty to mitigate damages and to use commercially reasonable efforts to minimize any damages it may incur



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### **Master Commercial Gas Sales Agreement**

as a result of the other Party's performance or non-performance of this Agreement. Supplier and Customer acknowledge and agree that the Supplier Early Termination Payment and the Customer Early Termination Payment each constitutes a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect.

**17.0 Force Majeure.** The non-Claiming Party upon the occurrence of a Force Majeure event shall not be required to perform its obligations to the Claiming Party for the period of the Force Majeure; provided, however, that Force Majeure shall not excuse Customer's failure to make payments in a timely manner for the natural gas supplied by Supplier before a Force Majeure event or during a Force Majeure event provided the natural gas is transported and received pursuant to the terms of this Agreement. In the event any or all of Supplier's upstream supplier(s) make a legitimate declaration of an event of Force Majeure in the market related to a specific transaction, Supplier shall be entitled to pass same Force Majeure claim along to Customer as it relates to that specific transaction. Same Force Majeure claim shall be limited in scope and location/market to where the supplier(s) made their own Force Majeure claim. Provided however, Supplier shall have an obligation to determine the legitimacy of the declaration at Supplier's sole discretion. If the Force Majeure continues for a period in excess of thirty (30) calendar days (an "Extended Force Majeure Event"), the performing Party may terminate this Agreement by providing the other Party written notice of the early termination, without the termination for an Extended Force Majeure Event constituting an Customer Default or a Supplier Default. In the event of non-performance due to Force Majeure, the affected party shall, to the extent permitted by the Transporter, prorate all firm obligations at the affected Delivery Point and shall give firm obligations priority over all interruptible obligations. The parties agree that upon the occurrence and continuance of an event of Force Majeure, neither party shall be obligated to purchase or sell gas hereunder if such purchase or sale would cause a material economic impact to such party under the subject transaction.

**18.0 Governing Law and Waiver of Jury Trial.** This Agreement will be interpreted in accordance with the substantive laws of the State of Georgia without giving effect to laws and rules governing conflicts of laws. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE RIGHT TO TRIAL BY JURY OF ANY SIZE IS IRREVOCABLY WAIVED.

**19.0 Relationship of Parties.** Supplier is an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. Supplier is not acting as Customer's consultant or advisor, and Customer shall not rely on Supplier in evaluating the advantages or disadvantages of any specific product or service, predictions about future natural gas prices or any other matter. Each party further agrees that the other

party is not a "utility" as such term is used in 11 U.S.C. Section 366, and each party agrees to waive and not to assert the applicability of the provisions of 11 U.S.C. Section 366 in any bankruptcy proceeding involving such party. In addition, each party agrees that, for any Gas actually consumed (rather than resold) by such party, if Gas is not delivered pursuant to this Contract, the local Gas distribution utility for such party is the provider of last resort and can supply such party's Gas consumption needs.

**20.0 Changes in Law or Regulation.** In the event that any change in any statute, rule, regulation, order or other law, or procedure, tariff, rate class or other process or charge, promulgated by any governmental authority, LDC, utility, regional transmission organization, intrastate pipeline authority, or interstate pipeline authority or other regulated service provider, alters to the detriment of Supplier its costs to perform or its economic returns under this Agreement or a Confirmation (a "Negative Change in Regulation"), Supplier may revise the pricing under such Confirmation to eliminate the impact of such Negative Change in Regulation. Upon any such price revision, Supplier shall provide written notice to Customer of the Negative Change in Regulation, the resulting price revisions, and the date upon which such revised pricing shall be effective. Such written notice may be provided via invoice. Customer shall pay the revised price described in such notice, and all other terms and conditions of the applicable Confirmation and this Agreement shall remain in full force and effect.

**21.0 Severability.** The various provisions of this Agreement are severable. Any provision or section of this Agreement declared or rendered void, unlawful, or otherwise unenforceable shall not otherwise affect the, residual, lawful obligations that arise under this Agreement.

**22.0 Indemnity.** Supplier shall defend, indemnify, and hold Customer harmless against all claims, damages, costs and liabilities ("Claims") resulting from Supplier's negligence or breach of this Agreement and arising prior to the transportation of natural gas to the relevant Delivery Point, except to the extent such Claims arise out of Customer's negligence or breach of this Agreement. Customer shall assume full responsibility for any damages or losses relating to the transportation of natural gas at and after its delivery to the relevant Delivery Point specified in a Confirmation and shall defend, indemnify, and hold Supplier and its officers, employees and agents harmless against all Claims, including Claims for personal injury, death, tangible property damage or loss, arising at and after the transportation of natural gas to the relevant Delivery Point, except to the extent such claims and liabilities arise out of Supplier's negligence or breach of this Agreement.

**23.0 Assignment.** Customer may not assign this Agreement without the prior written consent of Supplier, which consent will not be unreasonably withheld provided that the assignee meets Supplier's credit requirements and agrees to be bound by the terms and

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conditions of this Agreement. Supplier may assign this Agreement without Customer's consent, including, without limitation, (a) to an affiliate of Supplier or to any other person succeeding to all or substantially all of Supplier's assets, or (b) in connection with any financing or other financial arrangement. Upon an assignment of this Agreement by Supplier under clause (a), Supplier shall have no further obligations regarding future performance hereunder. This Agreement is binding upon Customer and Supplier, and each party's heirs, successors and permitted assigns. Any required notice of assignment will be considered complete when it is mailed to the Customer's address specified on Exhibit C.

**24.0 Warranty, Disclaimer and Limitation of Liability.** Supplier warrants title to all natural gas transported hereunder and sells such natural gas to Customer free from liens and adverse claims. EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE, SUPPLIER MAKES NO WARRANTIES HEREUNDER CONCERNING THE SERVICES PROVIDED HEREUNDER AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ADDITION, SUPPLIER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL OF THE FIRST SUPPLIER INVOICE REFLECTING THE NATURAL GAS COST SPECIFIC TO CUSTOMER'S METER READS AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. TO THE MAXIMUM EXTENT POSSIBLE UNDER LAW, ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO THE NATURAL GAS TRANSPORTED AND SOLD HEREUNDER. FURTHER, IT IS UNDERSTOOD THAT SUPPLIER SHALL NOT BE LIABLE FOR (I) MATTERS WITHIN THE CONTROL OF THE LDC, AS THE CASE MAY BE, WHICH MAY RESULT FROM THE MAINTENANCE OR OPERATION OF NATURAL GAS TRANSPORTATION AND DISTRIBUTION SYSTEMS AND (II) ANY AND ALL LIABILITIES RELATED TO THE ACT OR OMISSION OF ANY AGENT, BROKER OR CONSULTANT RETAINED BY CUSTOMER.

**25.0 Representations and Warranties.** Each Party represents and warrants to the other (now and deemed to be repeated each time a Transaction is entered into) that (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement; and (b) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it. Further, Customer also represents and warrants that (a) it is not a residential customer; (b) it will immediately notify Supplier of any change in its ownership; (c) execution of a Confirmation initiates enrollment and service for the Delivery Period set forth therein; (d) no

communication, written or oral, received from the Supplier will be deemed to be an assurance or guarantee as to any results expected from this Agreement or any Confirmation; (e) it is entering into this Agreement to purchase its natural gas requirements only and not for speculative or resale purposes; and that the natural gas purchased under this Agreement will be consumed at the Point of Service Locations; (f) it is the party of record of the Point of Service Locations, or if it is not the party of record, it has the authority to enter into and bind its principal to the Agreement; and (g) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement or any applicable Confirmation.

**25.1 Enrollment Constraints.** Supplier and Customer will agree upon a start date in each Transaction Confirmation. However, Customer acknowledges that Supplier must operate within the constraints of each applicable utility or LDC. As such, the actual start date of Supplier's supply and invoicing obligations to Customer will be dependent upon the applicable utility or LDC meter read cycle.

**25.2 Account Information.** Customer represents the account information provided in any Transaction Confirmation (to include any exhibits or addendums to any Transaction confirmation), including Point of Service Location(s), is for Customer's own account(s) with Customer's local utility. Customer acknowledges Supplier will rely on the accuracy of such account information, in performing its obligations under this Agreement. Customer authorizes Supplier to prepare and submit to Customer's local utility any required documents appointing Supplier as Customer's natural gas service provider including authorizing the release of Customer specific information to Supplier. Customer will provide to Supplier all account information and documents required to appoint Supplier as Customer's natural gas service provider no later than five (5) business days prior to any deadline designated by Customer's utility or LDC. Costs and expenses incurred by Supplier as a result of a delayed or unsuccessful enrollment will be Customer's sole responsibility, provided the delay or failure is not a direct result of any action or inaction by Supplier. Customer represents to Supplier all accounts can be enrolled by the applicable utility or LDC enrollment deadline for the sale and purchase of natural gas.

**26.0 Forward Contract.** The Parties acknowledge and agree that the transaction(s) contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

**27.0 No Third Party Beneficiaries; Relationship of the Parties.** There are no third party beneficiaries to this Agreement. Supplier and Customer agree that nothing in this Agreement shall be construed to constitute or imply a joint venture, partnership or association or the creation or existence of any fiduciary duty, or similar obligation or liability between Supplier and Customer. Supplier will not provide, and nothing herein will be construed as the provision of, advice regarding the value or the advisability of trading in

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"commodity interests" which would cause Supplier or an affiliate to be considered a commodity trading advisor under the Commodity Exchange Act, 7 U.S.C. § §1-25, et seq., as amended.

**28.0 Entire Agreement.** This Agreement, together with the exhibits attached hereto and all Confirmations, constitutes the entire understanding of the Parties with respect to the subject matter hereof. This Agreement supersedes and replaces any and all previous understandings in any manner relating to the subject matter contained herein. There are no prior or contemporaneous agreements or representations affecting the content other than those expressed in the Agreement. No amendment, modification or change will be enforceable unless submitted in writing and executed by both Parties.

**29.0 Counterparts.** This Agreement may be executed in one or more counterparts and each executed counterpart shall be considered an original.

**30.0 State Provisions.** This Agreement is further subject to the terms and conditions set forth in Exhibit C. In the event of a conflict between the terms and conditions of this Agreement and Exhibit C, the terms and conditions in Exhibit C shall control. In the event of a conflict between this Agreement and the terms of a Confirmation, the terms of the Confirmation shall control.

### 31.0 Defined Terms

"Administrative Fee" means a fee of \$0.02 per Therm.

"Business Day" means any day except Saturday, Sunday, or a Federal Reserve Bank holiday, between the hours of 8:00 a.m. and 5:00 p.m. Eastern Prevailing Time.

"Cash" means United States Dollars

"Costs" means fees, commissions, administrative, operating, and other transaction costs, reasonably incurred as a result of the termination of obligations under, and new obligations that replace, a Terminated Transaction; the Administrative Fee, when Supplier is the non-defaulting Party; and reasonable attorneys' fees incurred in connection with the foregoing and enforcing a Party's rights in relation to such termination.

"Customer Default" means, with respect to the Customer, the occurrence of any of the following: (a) the failure of Customer to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) Business Days after written notice and demand of payment; (b) any representation or warranty made by Customer herein being false or misleading in any material respect when made or ceases to remain true during the term of any Confirmation; (c) the failure of Customer to perform any material covenant or obligation set forth in this Agreement and such failure

is not remedied within five (5) Business Days after written notice; (d) Customer (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization, receivership, administration or other similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), or (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets as part of bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of Customer to provide Performance Assurance or otherwise satisfy its obligations under Section 9 of this Agreement; (f) Customer consolidates or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of Customer under any Confirmation then in effect; (g) an Effective Removal of any Point of Service Location(s) prior to the expiration of the Delivery Term set forth in a Confirmation; or (h) Customer's failure to cooperate with Supplier as reasonably required in order for Supplier to perform its obligations under this Agreement.

"Customer Early Termination Payment" means the aggregated net amount equal to (i) for each terminated Transaction, the present value of such Terminated Transaction minus the present value of a Replacement Transaction; plus (ii) Supplier's Costs.

"Delivery Point" means the point specified in a Confirmation at which title to the natural gas provided hereunder passes from Supplier to Customer.

"Effective Date" means the date the Master Agreement was executed by the Parties as specified in the signature block of the Master Agreement.

"Effective Removal" means a Material Usage Deviation at a Point of Service Location which makes Supplier's service of the Point of Service Location(s) uneconomical, in Supplier's sole discretion. Such usage decrease shall be treated as a removal of such Point of Service Location(s) from the applicable Confirmation and shall constitute a Customer Default as to that specific Point of Service Location.

"Force Majeure" means an event which prevents the claiming party (the "Claiming Party") from performing its obligations and is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and by the exercise of due diligence the Claiming Party cannot overcome, including, but not limited to, acts of God; fire; flood; terrorism; breach or non-performance by

## Mansfield Power and Gas, LLC Master Commercial Gas Sales Agreement

the LDC; governmental regulatory changes applicable to natural gas costs; natural gas transportation and distribution interruption, including without limitation a condition resulting in the curtailment or related disruption of natural gas supply or transmission on the natural gas transmission and/or distribution system, including a Force Majeure event experienced by any utility, LDC or governmental agency; earthquake; war; riot; or requirements, actions or failure to act on the part of governmental authorities.

"Contract Quantity" means the consumption volume of natural gas agreed upon by Customer and Supplier and specified in a Confirmation based upon at least one year of historical usage information provided to Supplier concerning Customer's load requirements for each Point of Service Location in a Confirmation.

"Material Usage Deviation" means any non-weather related shift or change in Customer's monthly usage of natural gas for any single Point of Service Location which is equal to or greater than a 10% increase or decrease from the Contract Quantity for that single Point of Service Location.

"Mcf" means 1,000 cubic feet of natural gas.

"Performance Assurance" means (i) Cash; (ii) an irrevocable letter of credit in favor of Supplier issued and maintained by a major U.S. commercial bank having a credit rating of at least A- by Standard & Poor's, in form and content reasonably acceptable to Supplier and continuing in full force and effect until the expiration of termination of the Agreement; or (iii) a prepayment or other form of payment reasonably acceptable to Supplier.

"Replacement Transaction" means a replacement contract for the applicable Transaction, calculated using the remaining Contract Quantity specified in the applicable Confirmation as of the termination date multiplied by the then current market prices reasonably expected to be available. A Party is not required to enter into a replacement contract to determine its damages. Current market prices may be determined by reference to information available internally to Supplier or from third parties, including any or all settlement prices of NYMEX gas futures contract, quotations from leading dealers, similar sales or purchases or other bona fide offers, all as commercially available and adjusted for differences in term, transportation costs and other relevant factors.

"Supplier Default" means the occurrence of any of the following: (a) the failure of Supplier to perform any material covenant or obligation set forth in this Agreement and such failure is not remedied within five (5) Business Days after written notice; or (b) Supplier (i) files a petition or otherwise commences, authorizes or

acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization, receivership, administration or other similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), or (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets as part of bankruptcy proceeding or reorganization for the benefit of creditors.

"Supplier Early Termination Payment" means the aggregated net amount equal to (i) for each terminated Transaction, the present value of a Replacement Transaction minus the present value of such Terminated Transaction; plus (ii) Customer's Costs. The non-defaulting party may take into account (a) losses associated with transportation and (b) brokerage fees, commissions and other similar transaction costs and expenses (including attorneys' fees and court costs, if any) reasonably incurred by the non-defaulting party either in (1) terminating any arrangement pursuant to which it has hedged its obligations or (2) entering into new arrangements which replace a Terminated Transaction.

"Terminated Transaction" means for each Transaction terminated pursuant to this Agreement, the present value of the Transaction had it not been terminated, calculated using the remaining Contract Quantity specified in the applicable Confirmation as of the termination date multiplied by the Contract Price specified in the applicable Confirmation.

"Taxes" means all federal, state, and local taxes, utility, gross receipts, franchise, excise and other taxes, fees, licenses, permits and assessments, emission allowance costs, or governmental charges imposed as a result of Customer's purchase of natural gas from Supplier; provided however, that the term shall not be construed to include federal or state taxes imposed on Supplier's net income or property.

"Therm" means a unit of heat equal to 100,000 British thermal units.

**Mansfield Power and Gas, LLC**  
**Master Commercial Gas Sales Agreement**

(Signatures on the following page)

IN WITNESS WHEREOF, authorized representatives of the Parties have executed this Agreement effective as of the Effective Date.

SUPPLIER:

MANSFIELD POWER AND GAS, LLC

By: Ed Young  
Ed Young (Apr 30, 2025 08:55 EDT)  
Name: Ed Young  
Title: SVP, Commercial Operations

CUSTOMER:

Park District of Highland Park

By: [Signature]  
Name: Mari-Lynn Peters  
Title: Director of Finance

Effective Date: Apr 30, 2025

*Signature Page Master Commercial Gas Sales Agreement*

**Exhibit A: Form of Transaction Confirmation****Master Commercial Natural Gas Sales Agreement****Between Mansfield Power & Gas, LLC (Supplier) and Park District of Highland Park (Customer)****Transaction Confirmation Date: 04/24/2025****Confirmation Number: 3382**

This Transaction Confirmation is an integral part of the Master Commercial Natural Gas Sales Agreement referenced above. The Parties hereby agree to the terms and conditions set forth herein for Customer's Point of Service Locations set forth in Exhibit B. Capitalized terms not otherwise defined in the Exhibit shall have their meanings set forth elsewhere in the Agreement.

**Summary of Terms**

**Delivery Term:** 36  
**Delivery Period Start Date:** 8/1/2025  
**Delivery Period End Date:** 7/31/2028  
**Local Distribution Company:** North Shore Gas  
**Delivery Point:** CityGate  
**Product Type:** Fixed Price Full Requirements / 100% Swing

Contract Price: Customer will pay the Contract Price multiplied by each Dth of natural gas provided hereunder ("Usage") for each applicable billing period. The Contract Price equals the Commodity Price as set forth below. The Contract Price may also include a separate line item for all supply based charges, balancing and nomination costs, applicable Taxes, and regulatory fees. Supplier may collect such Taxes from Customer by invoicing Customer for the amount of such Taxes.

**Commodity Price (\$/Dth):** **\$4.17/dth**

<b>Mansfield Customer Service Charge</b>	Waived
<b>Utility Unaccounted for Gas</b>	Passed-Through at Cost

**Account Information:** Customer represents the account information listed on Exhibit B, Point of Service Location(s), is for Customer's own account(s) with Customer's local utility. Customer acknowledges Supplier will rely on the accuracy of the account information listed on Exhibit B in performing its obligations under this agreement. Customer authorizes Supplier to prepare and submit to Customer's local utility any required documents appointing Supplier as Customer's natural gas service provider including authorizing the release of Customer specific information to Supplier. Customer will provide to Supplier all account information and documents required to appoint Supplier as Customer's natural gas service provider no later than five (5) days prior to any deadline designated by Customer's utility. Costs and expenses incurred by Supplier as a result of a delayed or unsuccessful enrollment will be Customer's sole responsibility, provided the delay or failure is not a direct result of any action or inaction by Supplier. Customer represents to Supplier all accounts can be enrolled on the Start Date for the sale and purchase of natural gas.

**Forecast Usage:**

<u>Month</u>	<u>Volume (Dth)</u>	<u>Month</u>	<u>Volume (Dth)</u>
<b>January</b>	<b>1,020</b>	<b>July</b>	<b>700</b>
<b>February</b>	<b>760</b>	<b>August</b>	<b>660</b>
<b>March</b>	<b>660</b>	<b>September</b>	<b>480</b>
<b>April</b>	<b>550</b>	<b>October</b>	<b>550</b>
<b>May</b>	<b>870</b>	<b>November</b>	<b>690</b>
<b>June</b>	<b>960</b>	<b>December</b>	<b>820</b>

**Payment Type Dual Billing**

Payment to Supplier is due Twenty (20) calendar days from the Supplier invoice date. The LDC will separately invoice Customer for the LDC charges and payment is due to the LDC in accordance with its tariffs and invoice instructions.

Supplier shall calculate Customer's invoice based on Customer's actual usage. Supplier's ability to invoice Customer is dependent on the LDC's ability to furnish Supplier with all necessary information, including Customer's metered usage. If Supplier has not timely received such information from the LDC, Supplier will, to the extent necessary, estimate charges and credits for a billing period and reconcile such estimates against actual charges and credits in a future invoice(s). Each invoice is also subject to adjustment for errors in arithmetic, computation, meter readings or other errors, provided that interest shall not accrue on such adjustments. As supplemented by this Transaction Confirmation, all other Terms and Conditions contained in the Agreement remain in full force and effect.


**Special Conditions:**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

**Mansfield Power & Gas, LLC**

**Customer: Park District of Highland Park**

By: Ed Young  
Ed Young (Apr 30, 2025 08:55 EDT)  
Title: SVP, Commercial Operations  
Date: Apr 30, 2025

By:   
Title: Finance Director  
Date: 4/24/25



**Exhibit B: Point of Service Locations**  
**Master Commercial Natural Gas Sales Agreement**

[illegible]



**Exhibit C: State Specific Terms and Conditions - Illinois**  
**Master Commercial Gas Sales Agreement**



The following terms and conditions apply to any Transaction in which delivery of natural gas occurs in the State of Illinois. To the extent that the terms set forth in this Exhibit C conflict with the Master Gas Sales Agreement, the terms of this Exhibit C shall control. Any capitalized term not defined in this Exhibit have the meaning assigned to such term in the Master Agreement.

**1. Definitions**

The following terms shall have the meanings set forth below when used in the Agreement or in this Exhibit C.

**"Delivery State"** means the State of Illinois.

**"ICC"** means the Illinois Commerce Commission.

**"Local Distribution Company"** means the utility distributing natural gas, delivered to its citygate from a transmission pipeline or gathering system, to residential, commercial and industrial end-users over a local geographic area ("LDC").

**"Public Utilities Act"** means the legislation enacted by the Illinois Legislature and codified at 220 Illinois Compiled Statutes ("ILCS") 05-101 et. seq.

**2. Disclosures and Additional Terms**

**Letter of Authorization:** Upon the execution of a Confirmation, Customer shall also execute the Letter of Authorization-Agency attached to this Exhibit C.

**Customer Representation/Waiver of Protection Rules:** Customer represents and warrants to Supplier that it is not purchasing natural gas hereunder for residential use. Customer further represents and warrants to Supplier that it consumes more than 5,000 therms of natural gas annually for its premises located within Illinois. Customer and Supplier acknowledge and agree that regulations or state laws enacted to protect residential and very small commercial consumers do not apply to this Agreement. If there is any conflict between any such rules and this Agreement, the Parties acknowledge that this Agreement will control.

**Repair Services:** If Customer is receiving consolidated billing services from Supplier, Supplier consents to Customer directly instructing the LDC to perform repair services and Supplier shall invoice Customer for the actual costs billed to Supplier by the LDC for the performance of such repair services

**3. Invoices and Billing**

**Change in Billing Method.** If Supplier, at its sole election, chooses to switch to Utility Consolidated Billing (if available) or the Dual Billing Option, it shall provide at least thirty (30) days prior written notice to Customer of such change. If the Utility Consolidated Billing or Dual Billing Option is implemented, all invoicing and payment requirements, including payment due date, late payment charges, deposit requirements and payment methods, shall all be determined by the LDC in accordance with applicable law and the LDC tariff. Customer shall comply with such terms and pay the invoice submitted by the LDC by the due date established by the LDC.

**Disconnection of Service.** The LDC has the right, pursuant to the Public Utilities Act Sec. 8-202 and the terms of the LDC's tariff, to disconnect electricity service in specified instances in which Customer fails to timely pay its invoices. In such instance, The LDC is required to give Customer prior written notice of such disconnection and an opportunity for Customer to pay its past due invoices. This disconnection right of the LDC applies to this Agreement and to the natural gas service provided by Supplier.

**Tax Exemption Notice:** If Supplier does not receive the proper tax exemption documentation within thirty (30) days of enrollment date, Customer must petition the Delivery State for any tax refunds due.

**4. Notices**

**MANSFIELD POWER AND GAS LLC**

**NOTICES / CORRESPONDENCE:**

Mansfield Power and Gas LLC  
[notices@mansfieldpowergas.com](mailto:notices@mansfieldpowergas.com)

**BILLING/ACCOUNTING MATTERS:**

Mansfield Power and Gas LLC  
1025 Airport Parkway  
Gainesville, GA 30501  
Phone: (678) 207-3350  
Email: [customercare@mansfieldpowergas.com](mailto:customercare@mansfieldpowergas.com)

**PAYMENTS:**

Wire/ACH to JP Morgan Chase  
WIRE: 021000021  
ACH: 061092387  
Account Name: Mansfield Power & Gas  
Acct #: 133828639

**CUSTOMER**NOTICES / CORRESPONDENCE:BILLING/ACCOUNTING MATTERS:AP/Billing Contact: Mari-Lynn Peters, CPAAP/Billing Email: mlpeters@pdhp.org*account payable @ PDH  
P.org*

Billing Meters: (check one)

☐  
☒All Meters One InvoiceOne Invoice per MeterAP/Billing Phone Number: 847-579-3138**5. Outages or Emergency Information**

For Emergencies or Gas Leaks, call your respective LDC below:

**Ameren Illinois: 1-800-755-5000****North Shore Gas Company: 1-866-556-6005****Nicor Gas Company: 1-888-642-6748****Peoples Gas: 1-866-556-6002**

## LETTER OF AUTHORIZATION AND AGENCY

As evidenced by the signature below and the execution of Exhibit A of the Master Commercial Natural Gas Sales Agreement dated April 23, 2025 ("Confirmation"), and in accordance with prices, terms and conditions set forth in the Confirmation and the Master Gas Sales Agreement by and between Park District of Highland Park and Mansfield Power and Gas, LLC ("Supplier"), Customer hereby agrees to the following:

A. Customer authorizes Supplier to take all actions required to switch Customer's natural gas service provider to Supplier as of Start Date specified below for the Customer service locations listed in Exhibit B of the Master Commercial Natural Gas Sales Agreement. Customer Specifically authorizes Supplier to submit to North Shore Gas ("LDC") a Direct Access Switch Request ("DASR") required for Supplier to begin providing natural gas to Customer as of the Start Date.

B. Customer authorizes LDC to provide Supplier with information concerning Customer's historical usage, rate class designation and other Customer load and billing data required for Supplier to provide service to Customer.

C. Customer understands and acknowledges that it may owe charges to its current natural gas provider as a result of switching providers. Customer should consult with its current natural gas provider to determine if any such charges would be incurred.

### DELIVERY PERIOD:

Start Date:	End Date:
8/1/2025	7/31/2028

Customer: Park District of Highland Park

By: 

Title: Director of Finance

Date: 4/24/25

Customer Billing Address: Park District of Highland Park

ATTN: ~~Sam Santizo~~ Matthew Bachler  
636 Ridge Rd

Highland Park, IL 60035

## AGENCY AGREEMENT

Park District of Highland Park (Principal), with a Federal Employee Identification Number (FEIN) number of 36-6005927, having obtained prior authorization from the below listed customer(s) or either: (1) is the below listed customer, or (2) is otherwise the controlling entity for the below customers, hereby appoints and authorizes (Mansfield Power & Gas LLC) ("Supplier") to act on the following North Shore Gas Company's or The Peoples Gas Light and Coke Company's (alternatively the "Company") customer(s)' behalf to execute any and all documents, and to take any and all actions necessary to the following utility customers' participation in Company's transportation and storage of customer-owned gas program. Supplier is hereby also authorized to request and receive from Company available information regarding billing and payments. Supplier is further authorized to request addition or deletion of any of the below listed account(s) from Company's transportation program.

Utility customer name	FEIN number	Account number	Service address
Park District of Highland Park	36-6005927	060114507200005	3100 Trailway Highland Park, IL 60035
Park District of Highland Park	36-6005927	060240542100004	1240 Fredrickson Pl., Highland Park, IL 60035

For additional account numbers please submit an additional form.

Principal: Park District of Highland Park

### CHECK ONE

☒ Customer of Record ☐ Parent Company ☐ Authorized Agent ☐ Management Company

Signature: 

Printed name: Mari-Lynn Peters

Title: Director of Finance

e-mail address: mlpeters@PDHP.org

Telephone number: 847 579 3138

Date: 4/24/25



# Memorandum

**To:** Park Board of Commissioners

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

**Date:** May 7, 2025

**Subject:** **Approval of the Wireless Access Point Purchase**

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## **Summary**

Replacement of Wireless Access Points throughout the Park District is budgeted in the 2025 Capital Plan. This project will replace equipment that provides wireless internet in our facilities and parks that is reaching end of life.

Quotes were received for this equipment as the purchase or installation of data processing equipment, software, or services is not adapted to award by competitive bidding. Therefore, competitive bidding is exempt by Park District Code. The installation of this equipment will be L6 Technology covered by our current IT Managed Services Provider Agreement.

## **Financial Impact**

Budgeted Capital Funds	\$45,000.00
Wireless Access Point Purchase	\$50,107.00
<b>Amount Over Budget</b>	<b>\$ 5,107.00</b>

## **Recommendation**

Staff and the Finance Committee recommend approval from the Park Board of Commissioners to authorize the Executive Director to enter into an agreement with L6 Technology for the purchase of Wireless Access Points in the amount of \$50,107.00.

Proposal for

# Ruckus WiFi 2025



Prepared By



15376 Summit Avenue Suite 5D  
Oakbrook Terrace, IL 60181

630-656-9191

# Proposal Pricing

## Ruckus WiFi 2025

Qty	Product	Description	Unit Price	Total
18	AP	Ruckus T350d, omni, outdoor access point, 802.11ax 2x2:2 internal BeamFlex+, dual band concurrent. One Ethernet port, PoE input, DC input, USB. -40°C to 65°C Operating Temperature. Includes mounting bracket. Does not include PoE injector.	\$604.00	\$10,872.00
15	AP	Ruckus R550 dual-band 802.11abgn/ac/ax Wireless Access Point with Multi-Gigabit Ethernet backhaul and onboard BLE/Zigbee,, 2x2:2 streams (2.4GHz/5GHz) OFDMA, MU-MIMO, BeamFlex+, dual ports, 802.3at PoE support. Does not include power adapter or PoE injector. Includes Limited Lifetime Warranty. – With SZ AP Mgmt. License for SZ144/vSZ, includes Support for AP 3yr, includes RUCKUS Analytics Subscription 3yr. - DCRC	\$344.00	\$5,160.00
50	AP	Ruckus R650 dual-band 802.11abgn/ac/ax Wireless Access Point with Multi-Gigabit Ethernet backhaul, 4x4:4 + 2x2:2 streams, OFDMA, MU-MIMO, BeamFlex+, dual ports, PoH/uPoE/802.3at PoE support. Does not include power adapter or PoE injector. Includes Limited Lifetime Warranty. – With SZ AP Mgmt. License for SZ144/vSZ, includes Support for AP 3yr, includes RUCKUS Analytics Subscription 3yr. - POGO	\$474.00	\$23,700.00
83	License	SZ AP Mgmt License for SZ144/vSZ, includes Support for AP 3yr, includes RUCKUS Analytics Subscription 3yr.	\$125.00	\$10,375.00
<b>TOTAL:</b>				<b>\$50,107.00</b>

**\*Shipping is Not Included in Proposal Pricing.**

**\*Payment due within 30 days for all Hardware and Software.**

**\*\* Please sign and send back to [bookkeeping@L6tech.com](mailto:bookkeeping@L6tech.com).**

### CLIENT

Park District of Highland Park

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

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

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

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

### CONTRACTOR

L6 Technology, Inc.

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

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

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

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



# Memorandum

**To:** Park Board of Commissioners

**From:** Liz Gogola, Director of Communications and Marketing; Brian Romes, Executive Director

**Date:** May 7, 2025

**Subject:** **Adoption of the Beach and Boating Safety Week Proclamation**

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## **Summary**

Each year, as summer begins, the United States Lifesaving Association (USLA) sponsors National Beach Safety Week to remind beachgoers to use caution in the aquatic environment. National Beach Safety Week is typically the week before Memorial Day. Local communities and agencies assist in promoting National Beach Safety Week by proclamation declaring Beach Safety Week in their communities.

Additionally, as boating continues to be a popular recreational activity for nearly 100 million Americans the U.S. Coast Guard and its federal, state, and local safe boating partners encourage all boaters to explore and enjoy America's beautiful waters responsibly. National Safe Boating Week also begins the week before Memorial Day and is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year. The Coast Guard estimates that human error accounts for most boating accidents and that life jackets could prevent nearly 75 percent of boating fatalities. Through basic boating safety procedures – carrying life-saving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating – we can help ensure boaters on America's coastal, inland, and offshore waters stay safe throughout the season.

## **Recommendation**

Staff recommends approval from the Park Board of Commissioners adoption of the Beach and Boating Safety Week Proclamation declaring May 17 – 23, 2025, as Highland Park Beach and Boating Safety Week.



# Park District of Highland Park Beach and Boating Safety Week Proclamation May 17 through May 23, 2025



National Beach Safety Week and National Safe Boating Week are observed to bring attention to important life-saving tips for beach goers and recreational boaters so that they can have a safer, more fun experience participating in boating and beach activities throughout the year.

**WHEREAS**, the beautiful Lake Michigan waters and public beaches of Highland Park, Illinois represent valued recreational resources; and,

**WHEREAS**, Highland Park residents and visitors alike are drawn to our boating and beach facilities each year; and,

**WHEREAS**, drowning is one of the leading causes of death in the U.S. and the world; most people who drown are good swimmers; and the aquatic environment has dangers to swimmers, particularly rip currents, that can be effectively managed through public awareness and the vigilance of professional lifeguards; and,

**WHEREAS**, on average, 650 people die each year in boating-related accidents in the U.S.; 75 percent of these are fatalities caused by drowning; and most of these accidents are caused by human error or poor judgment and not by the boat, equipment, or environmental factors; and a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets.

**WHEREAS**, for reasons of public safety, an annual reminder of the joys and hazards associated with the aquatic environment are appropriate at the commencement of the busy summer beach season; and,

**WHEREAS**, Highland Park residents and visitors alike must remember: Only Swim in Designated Swimming Areas; Learn to Swim, Swim Near a Lifeguard, Swim with a Buddy, Check with the Lifeguards, Use Sunscreen and Drink Water, Obey Posted Signs, Keep the Beach and Water Clean, Learn Rip Current Safety, Enter Water Feet First, and Wear a Life Jacket when Boating.

**NOW, THEREFORE**, the Park Board of Commissioners by virtue of the authority vested in us for the Park District of Highland Park do hereby support the goals of the Safe Boating and Beach Safety Campaigns and proclaim May 17-23, 2025, as Beach and Boating Safety Week in Highland Park.

We urge all residents using our waters and beaches to enjoy themselves this year, while taking appropriate measures to protect themselves and their children.

Adopted this 7<sup>th</sup> day of May 2025.

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President, Board of Park Commissioners

**ATTEST:**

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Secretary, Board of Park Commissioners





# Memorandum

**To:** Park Board of Commissioners

**From:** Brian Romes, Executive Director

**Date:** May 07, 2025

**Subject:** **Resolution 2025-04 – A Declaration Honoring Calvin Bernstein for his Contributions to the Park District of Highland Park While Serving as a Park Board Commissioner from May 2007 through May 2025**

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## **Summary**

A resolution will be presented on May 07, 2025 honoring Calvin Bernstein for his 18 years of service as a volunteer to the Park District of Highland Park.

## **Recommendation**

Staff recommends approval from the Park Board of Commissioners for Resolution 2025-04 – A Declaration Honoring Calvin Bernstein for his Contributions to the Park District of Highland Park While Serving as a Park Board Commissioner from May 2007 through May 2025.



# Memorandum

**To:** Park Board of Commissioners

**From:** Brian Romes, Executive Director

**Date:** May 07, 2025

**Subject:** **Resolution 2025-05 – A Declaration Honoring Barnett Ruttenberg for his Contributions to the Park District of Highland Park While Serving as a Park Board Commissioner from May 2013 through May 2025**

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## **Summary**

A resolution will be presented on May 07, 2025 honoring Barnett Ruttenberg for his 12 years of service as a volunteer to the Park District of Highland Park.

## **Recommendation**

Staff recommends approval from the Park Board of Commissioners for Resolution 2025-05 – A Declaration Honoring Barnett Ruttenberg for his Contributions to the Park District of Highland Park While Serving as a Park Board Commissioner from May 2013 through May 2025.



# Memorandum

**To:** Park Board of Commissioners

**From:** Brian Romes, Executive Director

**Date:** May 07, 2025

**Subject:** **Resolution 2025-06 – A Declaration Honoring Brian Kaplan for his Contributions to the Park District of Highland Park While Serving as a Park Board Commissioner from May 2011 through June 2024**

---

## **Summary**

A resolution will be presented on May 07, 2025 honoring Brian Kaplan for his 13 years of service as a volunteer to the Park District of Highland Park.

## **Recommendation**

Staff recommends approval from the Park Board of Commissioners for Resolution 2025-06 – A Declaration Honoring Brian Kaplan for his Contributions to the Park District of Highland Park While Serving as a Park Board Commissioner from May 2011 through June 2024.

To: Board of Park Commissioners

From: Matthew Bachler - Accounts Payable Administrator  
Mari-Lynn Peters - Finance Director  
Brian Romes - Executive Director

Date: May 7, 2025

Subject: Bills presented for the Board's review on May 07, 2025.  
Checks written April 28, 2025 to May 01, 2025.

**BILLS**

**DATE**

**AMOUNT**

April 28, 2025 Emergency Check	\$ 3,000.00
May 01, 2025	\$ 104,424.67
Bank Drafts	\$ 10,014.18
P-Card	\$ 177,643.23
<b>TOTAL</b>	<b>\$ 295,082.08</b>

**PAYROLL DISBURSEMENTS**

<b>TOTAL</b>	<b>\$ -</b>
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<b>GRAND TOTAL</b>	<b>\$ 295,082.08</b>
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Park District of Highland Park, IL

Packet: APPKT04592 - 04/28/25 Studio E 16, LLC Emergency Check

Check Register

By Vendor DBA Name

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						
18411	STUDIO E 16, LLC	04/28/2025	Regular	0.00	3,000.00	192253
<a href="#">PDHP_25TEST</a>	Invoice	04/22/2025	PDHP Recruitment Video	0.00	3,000.00	

Bank Code AP Summary				
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	3,000.00
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	3,000.00

Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	4/2025	3,000.00
			<hr/> 3,000.00



Park District of Highland Park, IL

# Check Register

Packet: APPKT04601 - 05/01/25 Check Print

By Vendor DBA Name

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						
15147	ABC PRINTING COMPANY	05/01/2025	Regular	0.00	491.76	192254
<a href="#">293796</a>	Invoice	04/14/2025	Business Cards Taelor Schmitz & Phelicia J...	0.00	131.76	
<a href="#">294039</a>	Invoice	04/24/2025	Ice Show Yard Signs X Qty 20	0.00	360.00	
21225	ADELE NATHAN	05/01/2025	Regular	0.00	1,910.00	192255
<a href="#">2796117</a>	Invoice	04/24/2025	Refund	0.00	1,910.00	
10055	AEREX PEST CONTROL	05/01/2025	Regular	0.00	73.00	192256
<a href="#">2615983</a>	Invoice	04/16/2025	April 2025 - Pest Control for Heller Nature...	0.00	73.00	
17720	ALAN SPECTOR	05/01/2025	Regular	0.00	160.00	192257
<a href="#">04122025</a>	Invoice	04/12/2025	House Baseball Game 04/19/2025 X Qty T...	0.00	160.00	
10149	ANCEL, GLINK, DIAMOND, BUSH	05/01/2025	Regular	0.00	13,992.12	192258
<a href="#">110529</a>	Invoice	04/11/2025	March 2025 Legal Services	0.00	13,992.12	
16949	ANDERSON LOCK	05/01/2025	Regular	0.00	5,130.00	192259
<a href="#">1169059</a>	Invoice	04/07/2025	Glossy White Smart Cards X Qty 1,000	0.00	5,130.00	
21224	CINDY PETREY	05/01/2025	Regular	0.00	250.00	192260
<a href="#">2801050</a>	Invoice	04/29/2025	Refund	0.00	250.00	
10502	CITY OF HIGHLAND PARK	05/01/2025	Regular	0.00	2,480.80	192261
<a href="#">INV-00011813</a>	Invoice	02/21/2025	BCOM-2024-00118, 636 Ridge Rd Permit	0.00	2,480.80	
17203	CLAIRE WEILER	05/01/2025	Regular	0.00	250.00	192262
<a href="#">2795953</a>	Invoice	04/24/2025	Refund	0.00	250.00	
10637	DAVID DILLON	05/01/2025	Regular	0.00	160.00	192263
<a href="#">04252025</a>	Invoice	04/25/2025	House Baseball Game 04/26/2025 X Qty T...	0.00	160.00	
10764	DURABILT FENCE CO INC	05/01/2025	Regular	0.00	9,395.00	192265
<a href="#">16172</a>	Invoice	03/31/2025	Park Ave Beach Installation 03/28/2025	0.00	9,395.00	
16915	FALCONS HOCKEY ASSOCIATION	05/01/2025	Regular	0.00	3,311.62	192266
<a href="#">04222025</a>	Invoice	04/22/2025	Little Falcons - Spring 2025 Session	0.00	3,311.62	
10974	GEWALT HAMILTON ASSOCIATES INC	05/01/2025	Regular	0.00	2,082.00	192267
<a href="#">6048.100-13</a>	Invoice	04/15/2025	Dome Improvements - Prof Services 3/1/2...	0.00	2,082.00	
11196	ILLINOIS STATE POLICE	05/01/2025	Regular	0.00	400.00	192268
<a href="#">20250300686</a>	Invoice	03/31/2025	3/1/25 - 3/31/25 Background Checks	0.00	400.00	
19937	IMAGING ESSENTIALS, INC.	05/01/2025	Regular	0.00	252.04	192269
<a href="#">SINV108619</a>	Invoice	03/12/2025	W/R 15 Mil Scrim Vinyl - 3" - 42" X 40' - 1 ...	0.00	252.04	
21146	IT1 CONSULTING, LLC	05/01/2025	Regular	0.00	2,392.03	192270
<a href="#">MS18920</a>	Invoice	04/22/2025	Microsoft 365 Licenses 03/13/25 - 04/12/...	0.00	2,392.03	
20426	IT1 SOURCE, LLC	05/01/2025	Regular	0.00	318.88	192271
<a href="#">01012284</a>	Invoice	04/25/2025	Cunniff TV	0.00	318.88	
16866	JEFF COHEN CREATIVE LTD	05/01/2025	Regular	0.00	912.50	192272
<a href="#">04302025</a>	Invoice	04/30/2025	April 2025 Photography @ Rec, Midnight ...	0.00	912.50	
13391	JIM STATZA	05/01/2025	Regular	0.00	450.00	192273
<a href="#">04282025</a>	Invoice	04/28/2025	Travel Baseball Umpire - Five Games April ...	0.00	450.00	



## Check Register

Packet: APPKT04601-05/01/25 Check Print

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	
15821	JOHN ANDERSON	05/01/2025	Regular	0.00	170.00	192274
<a href="#">04252025</a>	Invoice	04/25/2025	House Baseball Game 04/26/2025	0.00	80.00	
<a href="#">04282025</a>	Invoice	04/28/2025	4/16 Glenview 9U White (5:30 pm) - Travel..	0.00	90.00	
20672	JOHN H. FIX	05/01/2025	Regular	0.00	450.00	192275
<a href="#">04282025</a>	Invoice	04/28/2025	Travel Baseball Umpire - Five Games April ...	0.00	450.00	
19579	JOHN OTTO	05/01/2025	Regular	0.00	168.00	192276
<a href="#">2794491</a>	Invoice	04/23/2025	Refund	0.00	168.00	
17106	KMNS KIDS MUSIC NORTSHORE LL	05/01/2025	Regular	0.00	4,311.45	192277
<a href="#">.HP07</a>	Invoice	04/16/2025	Standard Enrollment X 36 & Prorated Enrol..	0.00	4,311.45	
20702	L6 TECHNOLOGY, INC.	05/01/2025	Regular	0.00	3,172.00	192278
<a href="#">PDH042225</a>	Invoice	04/22/2025	WS-C3850-12X48U-S (Refurbished) - Pickl...	0.00	500.00	
<a href="#">PDH052325V</a>	Invoice	04/23/2025	Monthly IP Collaboration 05/23/2025 - 06...	0.00	2,672.00	
19928	LAKES AND RIVERS CONTRACTING, II	05/01/2025	Regular	0.00	9,850.00	192279
<a href="#">24025-01</a>	Invoice	04/18/2025	Fabricate & Install Weldment to Accept N...	0.00	9,850.00	
11541	LANER MUCHIN, LTD	05/01/2025	Regular	0.00	108.50	192280
<a href="#">688105</a>	Invoice	04/01/2025	Client No 6024.4, Audit Response Letter - ...	0.00	108.50	
20951	MASTER TRADE, INC.	05/01/2025	Regular	0.00	3,783.00	192281
<a href="#">3093</a>	Invoice	03/14/2025	RIC Sewer Line Repair	0.00	3,783.00	
21226	MIHO JACOBS	05/01/2025	Regular	0.00	184.00	192282
<a href="#">2788491</a>	Invoice	04/17/2025	Refund	0.00	184.00	
10006	NCPERS GROUP LIFE INSURANCE	05/01/2025	Regular	0.00	48.00	192283
<a href="#">3301052025</a>	Invoice	04/01/2025	NCPERS Group Life Insurance - May 2025 P..	0.00	48.00	
12057	PHILLIP FOLINO	05/01/2025	Regular	0.00	340.00	192284
<a href="#">04152025</a>	Invoice	04/15/2025	House Baseball Game 04/15/2025	0.00	80.00	
<a href="#">04252025</a>	Invoice	04/25/2025	House Baseball Game 04/24/2025	0.00	80.00	
<a href="#">04282025</a>	Invoice	04/28/2025	Travel Baseball Umpire - Two Games April ...	0.00	180.00	
19697	RAINES HONEY FARM	05/01/2025	Regular	0.00	1,850.00	192285
<a href="#">04172025</a>	Invoice	04/17/2025	Five Frame Nucs X Qty 10	0.00	1,850.00	
12157	RAY AMIDEI	05/01/2025	Regular	0.00	385.00	192286
<a href="#">04172025</a>	Invoice	04/17/2025	CPR / AED - 04/17/2025 - 7 Participants	0.00	385.00	
16459	SANTO SPORT STORE	05/01/2025	Regular	0.00	850.00	192287
<a href="#">713019</a>	Invoice	04/21/2025	Adult Tanner Tess X Qty 10	0.00	850.00	
21227	TURFWERKS	05/01/2025	Regular	0.00	29,798.00	192264
<a href="#">CE00049</a>	Invoice	04/16/2025	2025 ABI Force Z-23 ST Machine w/ Tweels	0.00	29,798.00	
12777	WILLIAMS ARCHITECTS	05/01/2025	Regular	0.00	4,544.97	192288
<a href="#">0023291</a>	Invoice	04/15/2025	Rec Center Locker Room 03/01/25 - 03/31...	0.00	4,544.97	

## Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	40	35	0.00	104,424.67
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
	<b>40</b>	<b>35</b>	<b>0.00</b>	<b>104,424.67</b>

Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	5/2025	104,424.67
			<u>104,424.67</u>



Park District of Highland Park, IL

# Check Register

Packet: APPKT04595 - P-Card Statement 3/8/25 - 4/7/25 Payment

By Vendor DBA Name

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	04/07/2025	Bank Draft	0.00	177,643.23	DFT0005451
<a href="#">040725</a>	Invoice	04/07/2025	P-Card with PA	0.00	177,643.23	

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	177,643.23
EFT's	0	0	0.00	0.00
	1	1	0.00	177,643.23

Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	4/2025	177,643.23
			<hr/> 177,643.23



Park District of Highland Park, IL

Packet: APPKT04591 - Bank Drafts 04/22/2025 ICMA 457 & Roth / HealthEquity DCFSA & HCFSA

# Check Register

By Vendor DBA Name

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						
19658	HEALTHEQUITY INC	04/22/2025	Bank Draft	0.00	192.31	DFT0005446
<a href="#">INV7724570A</a>	Invoice	04/22/2025	PMB Payments - DCFSA 2025	0.00	192.31	
19658	HEALTHEQUITY INC	04/22/2025	Bank Draft	0.00	228.49	DFT0005447
<a href="#">INV7724570B</a>	Invoice	04/22/2025	Visa Card Payments - HCFSA 2025	0.00	228.49	
11161	ICMA RETIREMENT TRUST #302037	04/22/2025	Bank Draft	0.00	7,314.84	DFT0005445
<a href="#">041825 ICMA 457</a>	Invoice	04/22/2025	04/18/25 ICMA 457 Deductions Plan #30...	0.00	7,314.84	
12825	ICMA RETIREMENT TRUST #705568	04/22/2025	Bank Draft	0.00	1,237.00	DFT0005444
<a href="#">041825 ICMA Ro...</a>	Invoice	04/22/2025	04/18/25 ICMA Roth Deductions Plan #70...	0.00	1,237.00	

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	4	4	0.00	8,972.64
EFT's	0	0	0.00	0.00
	4	4	0.00	8,972.64

## Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	4/2025	8,972.64
			<hr/>
			8,972.64



Park District of Highland Park, IL

# Check Register

Packet: APPKT04594 - Bank Drafts 04/28/2025 HealthEquity  
DCFSA, HCFSA, & HCDCFSA / AFLAC

By Vendor DBA Name

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	04/28/2025	Bank Draft	0.00	624.84	DFT0005450
<a href="#">939766</a>	Invoice	04/28/2025	AFLAC Deductions Period Ending 4/30/20...	0.00	624.84	
19658	HEALTHEQUITY INC	04/28/2025	Bank Draft	0.00	111.65	DFT0005448
<a href="#">INV7758352</a>	Invoice	04/28/2025	HC, DC, & HCDC FSA Admin Fees 2025	0.00	111.65	
19658	HEALTHEQUITY INC	04/28/2025	Bank Draft	0.00	305.05	DFT0005449
<a href="#">INV7745352</a>	Invoice	04/28/2025	Visa Card Payments - HCFSA 2025	0.00	305.05	

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	1,041.54
EFT's	0	0	0.00	0.00
	3	3	0.00	1,041.54

Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	4/2025	1,041.54
			<hr/>
			1,041.54