

# Regular Agenda

**Date:** Thursday, December 15, 2022

**Meeting:** Regular Meeting with Closed Session

**Time:** 6:00 PM

**Location:** District Office

650 Dr. John Burkey Drive

Algonquin, IL 60102

**Mission Statement:** Our learning community will inspire, challenge and empower all students always.

**Board of Education Members:** President, Mr. Andrew Bittman; Vice President, Ms. Laura Murray; Secretary, Ms. Gina Galligar; Mr. Sean Cratty; Mr. Michael Thompson; Mr. Paul Troy; Mr. Anthony Quagliano.

## Agenda

All times are approximate. D=Discussion, R=Report, A=Action

1. **Call to Order / Roll Call (A)** (Mr. Quagliano)

Call to order the Regular Meeting at \_\_\_ p.m. A quorum must be met.

**Roll Call: Ayes / Absent / Motion** \_\_\_\_\_

**Members:** Mr. Quagliano, Mr. Geheren, Mr. Gentry, Mr. Cratty, Mr. Troy, Mrs. Maiorino, Mr. Dailey

2. **Closed Session / Roll Call (A)** (Mr. Quagliano)

Move to enter into closed session at \_\_\_ p.m. as indicated in the Open Meetings Act and 5ILCS120/2c for discussion of: **(1)** The appointment, employment, discipline, performance, or dismissal of specific employees or legal counsel; **(2)** Collective negotiating matters; **(11)** Litigation; **(14)** Discussion of minutes of meetings lawfully closed under this Act.

**Members:** Mr. Geheren, Mr. Cratty, Mr. Gentry, Mr. Quagliano, Mr. Troy, Mrs. Maiorino, Mr. Dailey

**Roll Call: Ayes / Nays / Absent / Motion** \_\_\_\_\_

1. **Exit or Suspend Closed Session / Voice Call (A)**

Move to exit or suspend closed session at \_\_\_ p.m. and return to open session.

**Voice Call: Ayes / Nays / Motion** \_\_\_\_\_

3. **Resume in Public Session / Roll Call (A)** (Mr. Quagliano) *approx. 7:00 p.m.*

Resume the Regular meeting at \_\_\_ p.m.

**Members:** Mr. Troy, Mrs. Maiorino, Mr. Geheren, Mr. Gentry, Mr. Quagliano, Mr. Cratty, Mr. Dailey

**Roll Call: Ayes / Absent / Motion** \_\_\_\_\_

1. **Action as Required / Roll Call** (Mr. Quagliano)

Will come from the Board. **Roll Call: Ayes / Nays / Absent / Motion** \_\_\_\_\_

**Action:** Recommendation will come from the Board.

**Members:** Mr. Cratty, Mr. Geheren, Mr. Gentry, Mr. Quagliano, Mr. Troy, Mrs. Maiorino, Mr. Dailey

4. **Pledge of Allegiance** (Mr. Quagliano)

The following students from Huntley High School Snow Raiders will lead us in the Pledge.

- Aubrey Dingbaum
- Austin Koske
- Kadence Preston
- Jessica Roberts
- Carson Benedict
- Hannah Kubelka

5. **Student Recognition (Mr. Quagliano)**

The Board of Education will recognize Breanna and Brittany Burak for their Cross Country State accomplishments.

The following students, GianMarco Milan, Davis Tomlinson, Brendan Hollow, Nathaniel Persino, Madelyn Glanton, Ashlyn Rakin, Diego Luna and Marson Tatone will be recognized tonight for placing in their respective events at the Illinois State University Technology Day on Friday November 4th, 2022. This annual competition invites students from across Illinois to compete in various engineering challenges. This year, we had 11 teams from HHS compete against 100+ teams in two divisions from 8 other schools. The 4 teams recognized tonight combined to place in all 4 of the engineering challenges.

6. **Public Comment** (Mr. Quagliano)

As per Policy 2:230, public comment can be made during this portion of the meeting. The members of the public and district employees may comment on or ask questions of the Board, subject to reasonable constraints.

7. **Suspend Regular Meeting (A)** (Mr Quagliano) (*approx. 7:00 p.m.*)

Motion to suspend the regular meeting at \_ p.m. to hold the Waiver and Levy Hearing.

**Roll Call: Ayes / Nays / Motion \_**

8. **Waiver Hearing - Statement of Affairs Application (A)** (At Approximately 7:00 p.m.)

9. **Levy Hearing (A)** (At Approximately 7:05 p.m.)

10. **Resume Regular Meeting (A)** (Mr. Quagliano)

Resume the Regular Meeting at \_\_\_\_ p.m. **Roll Call: Ayes / Absent / Motion \_**

Members: Mr. Quagliano, Mr. Geheren, Mr. Gentry, Mr. Cratty, Mrs. Maiorino, Mr. Troy, Mr. Dailey

11. **Revision and Adoption of the Agenda / Voice Call (A)** (Mr. Quagliano)

Move to adopt the agenda as presented (or with changes).

**Action:** Adoption of the Agenda.

**Voice Call: Ayes / Nays / Motion \_\_\_\_\_**

12. **Superintendent Report (R)** (Dr. Rowe)

Updates will be provided at this time.

**Recommendation:** For informational purposes only.

13. **Assistant Superintendent of HR Report (R)** (Dr. Zehr)

Updates will be provided at this time.

**Recommendation:** For informational purposes only.

14. **Associate Superintendent's Report (R)** (Ms. Lombard)

Updates will be provided at this time.

**Recommendation:** For informational purposes only.

15. **Assistant Superintendent for Elementary Learning and Innovation (R)** (Dr. MacCrimble)

Updates will be provided at this time.

**Recommendation:** For informational purposes only.

16. **Assistant Superintendent Secondary Learning and Innovation (R)** (Dr. Zwemke)

Updates will be provided at this time.

**Recommendation:** For informational purposes only.

17. **Assistant Superintendent of Special Services (R)** (Dr. del Castillo)

Updates will be provided at this time.

18. **President's Report (R)** (Mr. Quagliano)

Updates will be provided at this time.

**Recommendation:** For informational purposes only.

19. **Community Relations & Student Outreach** (Mrs. Maiorino-Chair, Mr. Geheren, Mr. Dailey)

1. **Freedom of Information Act (FOIA) Requests (R)**

A monthly report on the FOIA requests is provided in the packet.

**Recommendation:** For informational purposes only.

2. **Donations (R) (Dr. Rowe)**

Felip Iniguez donated a Drum kit to HMS.

D&D Comfort, Inc. donated \$2500.00 to HHS Boys Basketball program.

20. **Consent Agenda (A)** (Mr. Quagliano)

**Roll Call: Ayes / Nays / Motion \_**

**Recommendation:** Seeking approval and adoption of the Consent Agenda as follows:

1. **Board of Education** (Mr. Quagliano)

1. **Minutes (A)**

The following minutes are presented for approval.

**Recommendation:** Seeking approval of the Board as presented.

2. **Reorganize School Board Committees (A)** (Mr. Quagliano)

The BOE had a discussion about reorganizing school board committees at the December COW meeting.

**Recommendation:** Seeking approval as presented at the next Regular Meeting.

2. **Human Resources Committee** (Mr. Gentry-chair, Mr. Dailey, Mr. Quagliano)

1. **Personnel Report (A)** (Dr. Zehr)

Dr. Zehr will seek the approval of the Personnel Report.

Recommendation: Seeking approval as presented.

**Roll Call: Ayes / Nays / Motion \_\_\_\_\_**

3. **Finance Committee** (Mr. Quagliano-chair, Mr. Cratty, Mr. Gentry)

1. **Payables (A)** (Mr. Altmayer) 12

Mr. Altmayer will seek approval of the Purchase Orders issued at \$3,041,898.73; Accounts Payable issued at \$3,874.24; Imprest issued at \$261,236.24 and Disbursements issued at \$3,613,061.73, as presented.

**Recommendation:** Seeking approval of the Board for payables issued, as presented.

2. **Equipment Declared as Surplus (A)** (Mr. Altmayer) 13

Mr. Altmayer is requesting the approval of a list to be declared as surplus that are either non-functional or which have exceeded their useful life for the District.

**Recommendation:** Seeking approval of the Board as presented.

4. **Buildings and Grounds Committee** (Mr. Troy-chair, Mr. Quagliano, Mr. Cratty)

1. **National Cooperative Purchasing Alliance Membership (A)**(Mr. Renkosik) 30

At times, it is in the best interest of Huntley Community School District 158 to utilize the opportunities available from membership in a nationally recognized cooperative purchase. The District has taken this approach in several purchases over the years. This form of purchase is recognized by the Illinois Government Joint Purchasing Act (State Statute 30 ILCS525/).

**Recommendation:** Seeking approval as presented.

2. **DX Cooling Systems Replacement at Marlowe Middle School RFP 2022-32A (A)**(Mr. Renkosik) 36

At the August 4, 2022, Committee of the Whole meeting, the Board of Education presented a Ten Year look at physical plant deferred maintenance life cycle capital replacement projects. Included was a line item for work to be done in summer 2023 replacement of DX cooling system condensers at Marlowe Middle School which operates with R-22 refrigerant which is banded from production by the US EPA.

**Recommendation:** Seeking approval as presented at the next Regular meeting.

3. **Asphalt Crackfill, Sealcoat, and Traffic Paint Bid # 2022-43A (A)** (Mr. Renkosik) 64

At the August 4, 2022 Committee of the Whole meeting, the Board of Education was presented a ten-year look at physical plant deferred maintenance life cycle capital replacement projects. Included was a line item for work to be done in summer 2023, including crackfill, sealcoating and traffic painting of the summer 2022 pavement improvement area at Marlowe Middle School.

**Recommendation:** Seeking approval as presented at the next Regular Meeting.

4. **Track resurfacing at Heinemann Middle School Bid # 2022-45 (A)** (Mr. Renkosik) 65

At the August 4, 2021 Committee of the Whole meeting of the District 158 Board of Education, the Administration presented the Board with an updated O&M Life Cycle Deferred Maintenance capital projects report which included Track Resurfacing at Heinemann Middle School to be done in the summer of 2023.

**Recommendation:** Seek approval as presented at the next Regular Meeting.

5. **Roof Systems Replacement at Huntley High Bid 2022-68 (A)** (Mr. Renkosik) 66

At the August 4, 2022 Committee of the Whole meeting of the District 158 Board of Education, the Administration presented the Board with an updated O&M Life Cycle Deferred Maintenance capital projects report which included Phase 5 of roof system replacement and repairs at Huntley High School.

**Recommendation:** Seeking approval as presented at the next Regular Meeting.

6. **Boiler Make Up Air Units at Heinemann Middle School Bid #2022-38 (A)**(Mr. Renkosik) 68

At the August 4, 2022 Committee of the Whole meeting, the Board of Education was presented a Ten Year look at physical plant deferred maintenance life cycle capital replacement projects. Included was a line item for work to be done in summer 2023 including installation of boiler preheat make-up air units at Heinemann Middle School.

**Recommendation:** Seeking approval as presented at the next Regular Meeting.

21. **Action Items / Roll/ Voice Call** (Mr. Quagliano)

Action items require a motion and a second; discussion if needed; and roll or voice call.

1. **Van Driver Job Description (A)** (Dr. Zehr) **71**  
Dr. Zehr will seek the approval of the Job Description.  
**Recommendation:** Seeking approval as presented.  
**Roll Call: Ayes / Nays / Motion** \_
2. **Perspectives LTD (EAP) (A)** (Dr. Zehr) **73**  
Dr. Zehr will seek the approval of the agreements.  
**Recommendation:** Seeking approval as presented.  
**Roll Call: Ayes / Nays / Motion** \_
3. **Transportation Minivan Purchase (A) (Mr. Altmayer)** **89**  
Seeking approval for the purchase of five Chrysler Pacifica Minivans as attached.  
**Recommendation:** Seeking approval as presented.  
**Roll Call: Ayes / Nays / Motion** \_
4. **Levy 2022 - Property Tax Extension (A)** (Mr. Altmayer) **112**  
The Tax Levy Hearing was held at 7pm on December 15, 2022 at the Administration Building, seeking approval of the 2022 Levy presented at the Levy Hearing.  
**Recommendation:** Seeking approval as presented.  
**Roll Call: Ayes / Nays / Motion** \_
5. **Application for Waiver of School Code 105ILCS 5/10-17 Statement of Affairs (A)** (Mr. Altmayer) **121**  
The Waiver Hearing was held separately from the Regular Meeting. Mr. Altmayer is seeking approval of Application of Waiver of School Code 105ILCS 5/10-17 Statement of Affairs for the 2023-2027 school years, as presented.  
**Recommendation:** Seeking approval as presented.  
**Roll Call: Ayes ( ) / Nays ( ) / Motion** \_
6. **Amendment #4 of Cash Farm Rental Agreement with Fruin Farms (A)**(Mr. Renkosik) **126**  
Mr. Renkosik will present Amendment #4 of the Fruin Farm Agreement.  
**Recommendation:** Seeking approval as presented.  
**Roll Call: Ayes / Nays / Motion** \_
7. **Community Solar at Reed Road Campus (A)**(Mr. Renkosik) **132**  
Mr. Renkosik will present the Community Solar opportunity.  
**Recommendation:** Seeking approval as presented.  
**Roll Call: Ayes / Nays / Motion** \_
8. **Supplemental Purchase Orders (A)** (Mr. Altmayer) **180**  
Administration recommends approval of the Supplemental Purchase Orders Report at \$11,256,471.75 and Supplemental Accounts Payable at \$13,774.59 as presented.  
**Roll Call: Ayes / Nays / Motion** \_  
**Recommendation:** Seeking approval by the Board as presented.
22. **Adjournment (A)** (Mr. Quagliano)  
Motion to adjourn the meeting at \_\_\_ p.m.  
**Voice Call: Ayes / Nays / Motion** \_\_\_\_\_



## Student Recognition by the Board of Education

**Meeting Date:** 12/1 or 12/15/22?

**Student Achievement:**

XC: IHSA 3A State- 12th & 21st in state (All- State)

**Student(s) Recognized:**

Breanna & Brittany Burak

**School(s) Represented:**

HHS

**Principal(s):**

Marcus Belin

**Presenter(s):**

Marcus Belin/Glen Wilson



## Student Recognition by the Board of Education

**Meeting Date:** December 15, 2022

**Student Achievement:** Students recognized tonight placed in their respective events at the Illinois State University Technology Day on Friday November 4th, 2022. This annual competition invites students from across Illinois to compete in various engineering challenges. This year, we had 11 teams from HHS compete against 100+ teams in two divisions from 8 other schools. The 4 teams recognized tonight combined to place in all 4 of the engineering challenges.

### **Student(s) Recognized:**

GianMarco Milan and Davis Tomlinson - 1st Place: Structural Technology

Brendan Hollow and Nathaniel Persino - 1st Place: Invention/Innovation

Madelyn Glanton and Ashlyn Rankin - 1st Place: Engineering Design

Diego Luna and Mason Tatone - 3rd Place: Transportation Technology

**School(s) Represented:** Huntley High School

**Principal(s):** Dr. Marcus Belin

**Presenter(s):** Dr. Marcus Belin, Amanda Henk



# Huntley Community School District 158

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650 Dr. John Burkey Drive  
Algonquin, Illinois 60102  
(847) 659-6158 • [www.district158.org](http://www.district158.org)

Date: December 15, 2022  
To: Human Resources Committee and Administration  
From: Adam Zehr, Assistant Superintendent for Human Resources  
Subject: Human Resources Updates

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**During the month of November Human Resources primary projects included:**

- Processing of new hires and/or resignations
- Completing the Teacher Salary Study (Due February 1st, 2022)
- Completed collaboration with administration on projected 2022-23 staffing needs
- Completed Open Enrollment
- Completed Wellness Screenings

**Specific tasks to address for the month of December:**

- Completing and submitting the LUDA Salary Survey
- Completing the Non-Certified Staff Salary Study (Due February 1st, 2022)

Huntley Community School District 158  
Board of Education Regular Meeting - December 15, 2022  
Freedom of Information Act Requests

Request #	Date Rec'd	Type	Requested by:	Request:	Status:	Date Completed:	Time Spent Preparing	Approx. Cost to D158	Notes
2023-28	11/2/22	Email	Cal Skinner	"Under the FOIA I request a document which will show the amount being sought for next year's property tax levy."	Completed	11/09/22	0.5	\$17	
2023-29	11/2/22	Email	Cal Skinner	"Under the FOIA I request the most recent school board resignation letter and all documents concerning selection of a replacement, including applications for appointment and resumes submitted."	Completed	11/09/22	1	\$35	
2023-30	11/17/22	Email	Jairo Gomez	"Copy of the bid results as read for the Huntley Community School District 158 / Track Resurfacing from the bid opening on November 14, 2022, at 2:30 pm."	Completed	11/23/22	1	\$35	
2023-31	11/22/22	Email	Sean Smith	"Per the current student handbook, I am requesting information about current activities [sic] at Huntley High School. I am requesting NO PERSONAL information, just statistics. I would like to know the number of Level 1, 2, 3 and 4 behaviors as listed in the Student Handbook followed by the consequence for each of these behaviors. Please list each behavior with a date and the consequence applied for that behavior. The behaviors and consequences are listed in the Student Handbook, I am not asking for any additional information other than these categories [sic]. I am requesting this information for the following school years. 2019-2020, 2020-2021, 2021-2022 and 2022-2023."	Completed	11/29/22	2	\$70	
2023-32	11/22/22	Email	Sean Smith	"The Current Staff List for District 158, Specifically, Employee Name, Employee Position / Title, Employee Duration with the District, Employee School Currently Assigned, Number of hours this employee provides instructions to student :IN THE CLASSROOM, Job Code, Location Code and Days per Year. All employees hired by District 158 for the 2021/2022 School Year."	Completed	11/29/22	1	\$35	
2023-33	11/23/22	Email	Annette Stoner	"Please provide all email communications sent by Kimberly "Kim" Neilson to the District 158 School Board and administration, including Adam Zehr and Scott Rowe, from August 30, 2021 to April 1, 2022." "I request the Black Box ad concerning next year's levy."	Completed	12/08/22	4.5	\$158	8
2023-34	12/1/22	Email	Cal Skinner	The notice that has to be placed in a newspaper of general circulation if the district plans to increase its levy by over 5%."	Completed	12/08/22	0.5	\$17	
2023-35	12/2/22	Email	Sean Smith	"The Current Staff List for District 158, Specifically, Employee Name, Employee Position / Title, Employee Duration with the District, Employee School Currently Assigned, Number of hours this employee provides instructions to student :IN THE CLASSROOM, Job Code, Location Code and Days per Year, Full Time or Part Time and the Union Code for each position. All employees hired by District 158 for the 2021/2022 School Year."	Completed	12/09/22	1	\$35	
2023-36	12/2/22	Email	Sean Smith	"I would like the staffing list for all district employees involved with the Vanguard program since it began. I would also like the number of students enrolled in this program yearly since the beginning. Data elements should include: Employee Name, Employee Position / Title, Employee Duration with the District, Employee School Currently Assigned, Number of hours this employee provides instruction to student, Job Code, Job Title, Location Code, Days per Year, Full Time or Part Time and the Union Code for each position. All employees hired by District 158 for the 2021/2022 School Year."	Completed	12/09/22	1.5	\$52	

Approximate Cost to D158 is calculated using staff time x hourly rate, plus printing cost (.05 per page)

**Huntley Community School District 158 – Board of Education  
Personnel Report  
December 15, 2022**

**2022-2023 Staff Retirements**

Susan Ludtke

- Bus Aide/Transportation
- 15 Years of Service

Jill Lamb

- Teacher/Heineman
- 19 Years of Service

**Administration**

<b>Replacements</b>	<b>Location</b>	<b>Name</b>	<b>Salary</b>	<b>Effective Date</b>
Department Chair/ Special Education	High School	Lita Kasper (T)	\$48,389.76 (prorated to 124 days)	November 21, 2022

**Certified**

<b>Resignations</b>	<b>Location</b>	<b>Name</b>	<b>Salary/Reason</b>	<b>Effective Date</b>
Teacher/PE	High School	Kristine DeBolt	\$69,117.00/Voluntary	December 21, 2022
Teacher/Language Arts	Heineman	Jill Lamb	\$114,381.84/Retirement	May 25, 2023

**Educational Support**

<b>New Position</b>	<b>Location</b>	<b>Name</b>	<b>Salary</b>	<b>Effective Date</b>
Custodian	High School	James Johnson	\$18.50 per hour	December 13, 2022

<b>Replacements</b>	<b>Location</b>	<b>Name</b>	<b>Salary</b>	<b>Effective Date</b>
Elementary Supervisor	Leggee	Denise Zamudio (N)	\$15.00 per hour	November 28, 2022
Cook	Martin	Allena Vege (N)	\$15.00 per hour	November 10, 2022
Paraprofessional	Leggee	Catherine Trezek (T)	\$16.00 per hour	November 30, 2022
Paraprofessional/LIGHT	Marlowe	Alison Meindl (N)	\$16.00 per hour	December 6, 2022
Paraprofessional/LIGHT	Marlowe	Tamara Soto Cordero (N)	\$16.00 per hour	December 12, 2022
Administrative Assistant	High School	Dena Jetel (T)	\$18.85 per hour	November 28, 2022

**Huntley Community School District 158 – Board of Education  
Personnel Report  
December 15, 2022**

Administrative Assistant/ Athletics	High School	Asheley Boudreau (T)	\$16.00 per hour	November 30, 2022
Bus Aide	Transportation	Maureen Congdon (N)	\$15.00 per hour	December 7, 2022
Maintenance/2 <sup>nd</sup> Shift	District Office	Mario Fuentes Luch (N)	\$20.00 per hour	TBD

<b>Resignations</b>	<b>Location</b>	<b>Name</b>	<b>Salary/Reason</b>	<b>Effective Date</b>
Bus Aide	Transportation	Susan Ludtke	\$15.00 per hour/Retirement	December 15, 2022
Elementary Supervisor	Chesak	Pamela Abbio	\$15.00 per hour/Voluntary	November 30, 2022
Elementary Supervisor	Conley	Rebecca Harley	\$15.00 per hour/Voluntary	October 28, 2022
Elementary Supervisor	Mackeben	Lindsey Papinchock	\$15.00 per hour/Voluntary	November 11, 2022
Elementary Supervisor	Mackeben	Darlene Urlaub	\$15.00 per hour/Voluntary	November 26, 2022
Cook	Mackeben	Jennifer Persino	\$15.00 per hour/Voluntary	November 6, 2022
Cook	Leggee	Sandra Wilson	\$15.00 per hour/Voluntary	November 18, 2022
Paraprofessional	Leggee	Dharanie Dharmaratne	\$16.00 per hour/Voluntary	November 18, 2022
Paraprofessional	Leggee	Linda Houston	\$16.00 per hour/Voluntary	October 30, 2022
Paraprofessional/Bilingual	Martin & Mackeben	Cristal Valles	\$16.00 per hour/Voluntary	December 6, 2022
Paraprofessional/Bilingual	Martin	Zahie Lara	\$16.00 per hour/Voluntary	November 14, 2022
Administrative Assistant	High School	Deb Gustafson	\$22.19 per hour/Voluntary	November 22, 2022
Bus Driver	Transportation	Jack Swenson	\$23.47 per hour/Voluntary	November 1, 2022

<b>Remove from the Employment Rolls</b>	<b>Location</b>	<b>Name</b>	<b>Salary/Reason</b>	<b>Effective Date</b>
Cook	High School	Colleen Borchardt	\$15.00 per hour/ Probationary Employee	December 1, 2022

**Extra-Curricular**

<b>Sport/Activity</b>	<b>Home School</b>	<b>Name</b>	<b>Amount</b>	<b>Effective</b>
Martin Choir Sponsor 5 <sup>th</sup> Grade	Martin	Allison Carpenter	\$1,143.00	2022-23 School Year

**Huntley Community School District 158 – Board of Education  
Personnel Report  
December 15, 2022**

**Mandated Leaves**

<b>Type</b>	<b>Location</b>	<b>Number of Staff</b>
FMLA	ECC	2
FMLA	Conley	2
FMLA	Leggee	1
FMLA	Martin	1
FMLA	Marlowe	2
FMLA	Heineman	6
FMLA	High School	2
FMLA	District Office	1
FMLA/Intermittent	Mackeben	1
FMLA/Intermittent	Marlowe	1
FMLA/Intermittent	Heineman	1
FMLA/Intermittent	High School	1
FMLA/Intermittent	District Office	1

**Non-Mandated Leaves**

<b>Type</b>	<b>Location</b>	<b>Number of Staff</b>
Medical	Conley	1
Medical	Martin	1
Medical	Heineman	1
Medical	Transportation	1



# Huntley Community School District 158

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650 Dr. John Burkey Drive  
Algonquin, Illinois 60102  
(847) 659-6158 • [www.district158.org](http://www.district158.org)

To: Board of Education and Administration

From: Mark Altmayer, Chief Financial Officer

Date: December 15, 2022

Subject: **Payables Reports**  
Board of Education Meeting, December 15, 2022  
Finance Committee

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The Administration is seeking to move the following reports forward for action at the next Board Meeting. All of the reports below were presented at the December 1, 2022 Committee of the Whole Meeting.

Purchase Orders - Purchase orders issued from October 31, 2022 to November 28, 2022 for which Administration is requesting Board Approval to issue payment once invoices have been received. Invoices which exceed an approved Purchase Order by \$100 or 10% of the Purchase Order (whichever is lower) will not be issued without additional Board approval. Purchase orders total \$3,041,898.73.

Accounts Payable - Open accounts payable for which the Board has not approved purchase orders (i.e. employee reimbursements, refunds for fees, etc.). Accounts payable total \$3,874.24.

Imprest Checks Issued - Payments made through November 28, 2022 for which the Board had not previously approved purchase orders. Imprest checks total \$261,236.24.

Disbursements Issued - Disbursements issued from October 31, 2022 to November 28, 2022. Disbursements issued total \$3,613,061.73.

## **RECOMMENDATION**

The Finance Committee, which met on December 1, 2022, recommends the Board of Education approve the above referenced Payables at the December 15, 2022 Regular Board meeting.



# Huntley Community School District 158

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650 Dr. John Burkey Drive  
Algonquin, Illinois 60102  
(847) 659-6158 • [www.district158.org](http://www.district158.org)

To: Board of Education and Administration  
From: Mark Altmayer, Chief Financial Officer  
Date: December 15, 2022  
Subject: **Equipment Declared as Surplus**  
Board of Education Meeting, December 15, 2022  
Finance Committee

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Please consider the attached list of equipment for surplus. The equipment listed is either non-functional or it has exceeded its useful life for the District.

## **RECOMMENDATION**

The Finance Committee recommends the Board of Education approve the surplus list attached at the December 15, 2022 Board of Education Meeting.

<b>Resource Name</b>	<b>Barcode</b>
APC APC Battery SMT2200C	069351
Apple 32 GB space gray iPad Air 2	038732
Apple 32 GB space gray iPad Air 2	038734
Apple iPad 10.2 inch 32GB Space Gray MYLU2LL/A	069247
Apple iPad 16GB	019157
Apple iPad 5th Generation	047942
Apple iPad 5th Generation	047978
Apple iPad 5th generation GCGVDNSAHLF9	047958
Apple iPad A1474 - Preschool	034872
Apple iPad Air 2 Wi-Fi 64GB Silver A 1566	014118
Apple iPad Air MGKL2LL/A	036129
Apple IPAD Air WiFi 16 GB Silver A1474	029337
Apple iPad Mini 2 A1489	070820
Apple iPad Mini 2 A1489	070821
Apple iPad Mini 2 A1489	070822
Apple iPad Pro 32 GB	047923
Apple iPad WiFi 128GB MP2H2LL/A	039039
Apple iPad Wi-Fi 32GB Space Gray MP2F2LL/A	047927
Apple iPad Wi-Fi 32GB Space Gray MP2F2LL/A	047928
Apple iPad Wi-Fi 32GB Space Gray MP2F2LL/A	047930
Apple iPad Wi-Fi 32GB Space Gray MP2F2LL/A	047932
Apple iPad Wi-Fi 32GB Space Gray MP2F2LL/A	047933
Apple iPad Wi-Fi 32GB Space Gray MP2F2LL/A	047940
Apple iPad Wi-Fi 32GB Space Gray MP2F2LL/A	047941
Apple iPad Wi-Fi 32GB Space Gray MP2F2LL/A	047955
Apple iPad Wi-Fi 32GB Space Gray MP2F2LL/A	047959
Apple iPad Wi-Fi 32GB Space Gray MP2F2LL/A	047961
Apple iPad Wi-Fi 32GB Space Gray MP2F2LL/A	047963
Apple iPad Wi-Fi 32GB Space Gray MP2F2LL/A	047967
Apple iPad Wi-Fi 32GB Space Gray MP2F2LL/A	053251
Apple iPad Wi-Fi 32GB Space Gray MP2F2LL/A	047929
Apple iPad Wi-Fi 32GB Space Gray MP2F2LL/A	047934
Apple iPad Wi-Fi 32GB Space Gray MP2F2LL/A	047935
Apple iPad Wi-Fi 32GB Space Gray MP2F2LL/A	047937
Apple iPad Wi-Fi 32GB Space Gray MP2F2LL/A	047952
Apple iPad Wi-Fi 32GB Space Gray MP2F2LL/A	047953
Apple iPad Wi-Fi 32GB Space Gray MP2F2LL/A	047956
Apple iPad Wi-Fi 32GB Space Gray MP2F2LL/A	047960
Apple iPad Wi-Fi 32GB Space Gray MP2F2LL/A	047962
Apple iPad Wi-Fi 32GB Space Gray MP2F2LL/A	047964
Apple iPad Wi-Fi 32GB Space Gray MP2F2LL/A	047965
Apple iPad Wi-Fi 32GB Space Gray MP2F2LL/A	047984
Apple iPad Wi-Fi 32GB Space Gray MP2F2LL/A	047996
Apple iPad Wi-Fi 32GB Space Gray MP2F2LL/A	062499
Apple iPad Wi-Fi 32GB Space Gray MP2F2LL/A	047957
Apple iPad Wi-Fi 32GB Space Gray MRBA2LL/A	053224

Apple iPad Wi-Fi 32GB Space Gray MRBA2LL/A	053223
Apple Ipads 32 GB 3G	018834
Apple Ipads 32 GB 3G	018833
Apple iPod Touch A1288 8gb	017899
Apple iPod Touch A1288 8gb	017900
Apple iPod Touch A1288 8gb	017901
Apple iPod Touch A1288 8gb	017902
Apple iPod Touch A1288 8gb	017903
Apple iPod Touch A1288 8gb	017908
Apple iPod Touch A1288 8gb	018008
Apple Mac Mini A1347	019647
Casio Projector Remote XJ-M246, YT-140	035612
Dell DLP Projector 4210X	006398
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Dell Latitude Laptop E6440	036065
Dell Ultrabook E7240	029645
Durabrand Cd Player CD-1095	009954
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Elmo Overhead HP-L2900H DX	0948
Epson LCD Projector Powerlite 530	053193

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Epson LCD Projector Powerlite 530	053201
Epson LCD Projector Powerlite 530	070251
Hitachi LCD Multimedia Projector CP-X201	015637
Hitachi LCD Multimedia Projector CP-X201	015638
Hitachi LCD Multimedia Projector CP-X2011	010178
HP Chromebook 14 G5	048235
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QOMO Scanner Document Camera QPC20 F1		058225
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Touchscreen Chromebook 11 inch Touchscreen Chromebook G8	5978437	070026
Tripod Sunpak 6630LX		019685
VZ-X Wireless Document Camera		058489



# Huntley Community School District 158

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650 Dr. John Burkey Drive  
(formerly known as Academic Drive)  
Algonquin, Illinois 60102  
(847) 659-6158 • [www.huntley158.org](http://www.huntley158.org)

DATE: December 15, 2022  
TO: Board of Education and Administration  
FROM: Doug Renkosik, Director of Operations & Maintenance  
RE: National Cooperative Purchasing Alliance membership (A)  
Board of Education, December 15, 2022  
Consent Agenda Item

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## **Background:**

At times, it is in the best interest of Huntley Community School District 158 to utilize the opportunities available from membership in a nationally recognized cooperative purchase. The District has taken this approach in several purchases over the years. This form of purchase is recognized by the Illinois Government Joint Purchasing Act (State Statute 30 ILCS 525/).

Right now, the District has identified needs that could best be served by the price point offered by membership in The National Cooperative Purchasing Alliance (NCPA).

A summary of FAQs and a copy of the Master Agreement are attached on the following pages.

## **Recommendation:**

The Building Committee met on December 1, 2022, and recommends the Board of Education pass a resolution to become a member of The National Cooperative Purchasing Alliance (NCPA) at their December 15, 2022, Regular Board Meeting.

DR/jk

FAQ Get all the answers to the most frequently asked questions.

## WHAT IS NCPA?

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NCPA is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state of the art procurement resources and solutions that result in contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices.

## WHO CAN USE NCPA?

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There are over 90,000 agencies nationwide from both the public and nonprofit sectors that are eligible to utilize the NCPA program. These include, but are not limited to the following agency types:

- School Districts (including K-12, Charter schools, and Private K-12)
- Higher Education (including Universities, Community Colleges, Private Colleges, and Technical / Vocational Schools)
- Cities
- Counties
- Local Government
- State Agencies
- Healthcare Organizations
- Church/Religious
- Nonprofit Corporations

## WHAT DOES A PUBLIC AGENCY DO TO PARTICIPATE?

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All that is required is for your agency to register with NCPA at [www.ncpa.us/Register](http://www.ncpa.us/Register). Once you have completed registration you will receive a confirmation email for your records.

## DOES IT COST ANYTHING TO PARTICIPATE WITH NCPA?

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No. There are no costs or obligations for your agency to participate with us. Registration is free and there are no volume minimums on purchases.

## CAN MY AGENCY USE THE CONTRACTS WITHOUT GOING OUT FOR SOLICITATION?

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Yes. All NCPA contracts have been competitively solicited by a lead public agency. Each solicitation contains language that allows the contract to be used by other government

agencies. State statutes allow one government agency to purchase from contracts competitively solicited by another government agency.

## WHO IS NCPA'S LEAD PUBLIC AGENCY?

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Region 14 ESC is NCPA's lead public agency. Region 14 ESC is a local governmental agency in the state of Texas, authorized by Chapter 8 of the Education Code. Section 8.008 states the center is considered to be a state agency and each employee is considered to be a state employee. For further information of Chapter 8 [click on the link](#).

## WHAT IS NCPA'S SOLICITATION AND AWARD PROCESS FOR CONTRACT?

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NCPA works with Region 14 ESC, who as the lead public agency that competitively solicits national master contracts for use by all public agencies. Contracts are awarded based on quality, performance, and most importantly pricing. These contracts are established using the following process:

1. Region 14 ESC issues a competitive solicitation for a product or service on behalf of NCPA and all public agencies.
2. The solicitation is advertised nationally for a minimum of 30 days.
3. The solicitation contains language that allows the contract to be accessible nationally to public agencies in states whose laws allow for intergovernmental contract use (also known as "piggybacking" or "adopting")
4. Vendors respond to the solicitation with sealed responses that are recorded and publicly opened.
5. Region 14 ESC evaluates the responses based on "Identified Evaluation Criteria" and awards contracts.

## CAN I SEE DOCUMENTATION OF THE SOLICITATION PROCESS ASSOCIATED WITH EACH COMPETITIVELY SOLICITED CONTRACT?

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NCPA provides all the due diligence documents needed on each individual vendor page under the Contract Docs tab. [Click on the link](#) to be transferred to the Vendor Pages.

## HOW DO I USE A NCPA AWARDED VENDOR?

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After you have registered with NCPA [click on this link](#) to find a listing of all awarded vendors. Here you will find a great deal of information that will allow you to research and contact the vendor of your choosing so you can start working together. Billing is executed directly from the servicing vendor. No different than if you were using your own contracts.

## WHAT IS A JOINT POWERS OR COOPERATIVE PROCUREMENT AUTHORITY?

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State statutes and, if applicable, local ordinances generally allow one government agency to purchase from contracts competitively solicited by another government agency ("Lead Public

Agency"). Generally, a public body may participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies, or agencies of the United States, for the purpose of combining requirements to increase efficiency or reduce administrative expenses.

## **WHERE CAN I FIND MY STATES' STATUTES REGARDING COOPERATIVE PURCHASING?**

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[Click on this link](#) to go to your individual state statutes.

## **HOW DO I BECOME A NCPA AWARDED VENDOR?**

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Companies interested in becoming a awarded vendor must respond to a solicitation for the commodity or service that best fits their offering. All solicitations are advertised through USA Today and posted at [www.ncpa.us/Solicitations](http://www.ncpa.us/Solicitations). Also you can conveniently follow us on [Twitter](#), like us on [Facebook](#), connect with us on [LinkedIn](#), or [register with Bonfire](#) to keep up with notifications. We are always open to new ideas for prospective contracts so please do not hesitate to contact us.

MICPA

## **MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

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This agreement is made between a government agency that executes a Lead Agency Agreement ("Lead Agency") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Cooperative Purchasing Alliance ("NCPA") or otherwise execute a Participating Public Agency Agreement to be appended and made a part hereof.

### **RECITALS**

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**WHEREAS**, after a competitive solicitation and selection process by Lead Agency, in compliance with their own policies, procedures, rules and regulations, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services ("Products") based on national volumes to the applicable Lead Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Lead Agency through NCPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Agency, subject to any applicable local purchasing ordinances and the laws of the state of purchase;

**NOW, THEREFORE**, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Agency will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. The Participating Public Agencies (each a "Procuring Party") will make timely payments to the Suppliers for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Suppliers are to be resolved in accord with the law and venue rules of the state of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.

9. This agreement shall take effect after execution of the Lead Agency Agreement or Participating Public Agency Registration, as applicable.

## **CONTACT INFORMATION**

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NCPA  
P.O. Box 701273  
Houston, TX 77270  
  
(888) 543-6515

## **CONNECT WITH US**

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# Huntley Community School District 158

650 Dr. John Burkey Drive  
Algonquin, Illinois 60102  
(847) 659-6158 • www.district158.org

DATE: December 15, 2022  
TO: Board of Education and Administration  
FROM: Doug Renkosik, Director of Operations & Maintenance  
RE: DX Cooling Systems Replacement at Marlowe Middle School RFP 2022.32A (A)  
Board of Education, December 15, 2022  
Consent Agenda Item

## Background:

At the August 4, 2022, Committee of the Whole meeting, the Board of Education was presented a Ten Year look at physical plant deferred maintenance life cycle capital replacement projects. Included was a line item for work to be done in summer 2023 replacement of DX cooling system condensers at Marlowe Middle School which operate with R-22 refrigerant which is banded from production by the US EPA.

A Request for Proposal for the referenced work was released on August 10, 2022.

Responses were opened on September 29, 2022.

A summary of the proposals is below.

Service Provider	Coop Buy or Gauranteed Energy Savings	proposed new system summary	first cost	predicted rebates / incentives	net predicted first cost
Energy Systems Group	Coop ESPC SIN 334512 & SIN Ancillary	ECM1 - replace 10 CU w two 300 ton chillers	\$ 5,368,882	\$ 114,280	\$ 5,254,602
Energy Systems Group	Coop ESPC SIN 334512 & SIN Ancillary	ECM1, 2&3 - replace 12 CU & LED retrofit CH & HHS	\$ 5,991,884	\$ 143,902	\$ 5,847,982
Energy Systems Group	Coop ESPC SIN 334512 & SIN Ancillary	ECM4 - replace 12 CU with like	\$ 3,746,124		\$ 3,746,124
Midwest Mechanical	Coop NPCA 02-91	DX heat pump system by LG	\$2,244,864	\$90,000	\$2,154,864
Thermosystems	Coop Omnia R2005401	3 air-cooled chillers	\$2,428,056	\$ 63,312	\$2,364,744
Veregy aka The CTS Group	Guaranteed Energy Savings agreement	3 air-cooled chillers (1@187ton & 2@177ton)	\$ 3,506,094	\$ 46,500	\$ 3,459,594
Veregy aka The CTS Group	Guaranteed Energy Savings agreement	3 air-cooled chillers (1@187ton & 2@177ton) w LED ar Chesak and HHS	\$ 3,839,249	\$ 46,500	\$ 3,792,749

The District 158 evaluation committee interviewed the two service providers with the lowest first cost (Thermosystems and Midwest Mechanical) on October 28, 2022.

The recommendation of the committee is to enter into a contract with Midwest Mechanical for installation of DX Inverter Heat Pumps to replace DX cooling system condensers at Marlowe Middle School.

## Recommendation:

The Building and Grounds Committee met on December 1, 2022 and recommends the Administration approve entering into a contract with Midwest Mechanical for installation of roof DX Inverter Heat Pumps to replace DX cooling system condensers at Marlowe Middle School as outlined in the attached draft agreement at their December 15, 2022 Board of Education Meeting.

**AGREEMENT BETWEEN MIDWEST MECHANICAL AND HUNTLEY COMMUNITY SCHOOL DISTRICT 158**

**DX cooling condenser replacements at Marlowe Middle School**

December 15, 2022

**TABLE OF CONTENTS**

**ARTICLE**

**1. GENERAL PROVISIONS**

**2. MIDWEST MECHANICAL'S RESPONSIBILITIES**

**3. CUSTOMER'S RESPONSIBILITIES**

**4. SUBCONTRACTORS**

**5. INSTALLATION AND ACCEPTANCE**

**6. PRICE AND PAYMENT**

**7. CHANGES IN THE PROJECT**

**8. INSURANCE, INDEMNITY, WAIVER OF SUBROGATION, AND LIMITATION OF  
LIABILITY**

**9. TERMINATION OF THE AGREEMENT**

**10. ASSIGNMENT AND GOVERNING LAW**

**11. MISCELLANEOUS PROVISIONS**

**12. ARBITRATION**

**13. LIMIT OF LIABILITY - FIRE AND/OR SECURITY SYSTEMS**

**ATTACHMENT A THE WORK (SCOPE-OF-WORK)**

**ATTACHMENT B THE INSTALLATION SCHEDULE**

**ATTACHMENT C PAYMENT SCHEDULE**

**ATTACHMENT D PROJECT ACCEPTANCE**

**ATTACHMENT E MIDWEST MECHANICAL PROPOSAL**

# AGREEMENT BETWEEN MIDWEST MECHANICAL AND HUNTLEY COMMUNITY SCHOOL DISTRICT 158 DX cooling condenser replacements at Marlowe Middle School

December 15, 2022

**Note Regarding Modifications Made to this Agreement:** Provisions in the printed document that are not to be included in the agreement may be deleted by striking through the word, sentence or paragraph to be omitted. It is recommended that unwanted provisions not be made illegible. The parties should be clearly aware of the material deleted from the standard form. **Do not make any modifications to this Agreement unless approval to do so has been granted. Changes may be made only by deletion as explained above, or, by addendum.**

## ARTICLE 1 GENERAL PROVISIONS

- 1.1** This Agreement, including all Attachments, Exhibits, and Schedules referenced herein (hereinafter the "Agreement") is made this day of December 15, 2022 (the "Effective Date") by and between **MIDWEST MECHANICAL GROUP, INC.** ("MIDWEST MECHANICAL"), an Illinois Corporation, with a principal place of business at 801 Parkview Blvd., Lombard, IL 60148, and Board of Education of Huntley Community School District 158 ("CUSTOMER") with a principal place of business at 650 Dr. John Burkey Dr., Algonquin, IL 60102, (collectively the "Parties").
- 1.2** **EXTENT OF AGREEMENT:** This Agreement, including all attachments and exhibits hereto, represents the entire agreement between CUSTOMER and **MIDWEST MECHANICAL** and supersedes all prior negotiations, representations, or agreements. This Agreement shall not be superseded by any provisions of the documents for construction and may be amended only by written instrument signed by both CUSTOMER and **MIDWEST MECHANICAL**. None of the provisions of this Agreement shall be modified, altered, changed, or voided by any subsequent Purchase Order issued by CUSTOMER, which relates to the subject matter of this Agreement.
- 1.3** As used in this Agreement, the term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed and includes all other labor, materials, equipment, and services provided or to be provided by **MIDWEST MECHANICAL** to fulfill **MIDWEST MECHANICAL**'s obligations, as described in Attachment A and otherwise set forth in the Contract Documents. The Work may constitute the whole or a part of the Project. The Work specifically excludes certain designs and construction, which are the subject of separate agreements between CUSTOMER and parties other than **MIDWEST MECHANICAL**.
- 1.4** The Project is the total construction of which the Work performed by **MIDWEST MECHANICAL** under this Agreement may be the whole or a part.
- 1.5** The Contract Documents consist of this Agreement, its attachments, exhibits, schedules, and addenda.
- 1.6** Installation Schedule means that schedule set out in Attachment B describing the Parties' intentions respecting the times by which the components or aspects of the Work therein set forth shall be installed and/or ready for acceptance or beneficial use by CUSTOMER.

## ARTICLE 2 MIDWEST MECHANICAL'S RESPONSIBILITIES

### 2.1 MIDWEST MECHANICAL Services

- 2.1.1** **MIDWEST MECHANICAL** shall be responsible for construction of the Project.
- 2.1.2** **MIDWEST MECHANICAL** will assist in securing permits necessary for the Work. CUSTOMER shall pay such proper and legal fees to public officers and others as may be necessary to the due and faithful performance of the Work and which may arise incidental to the fulfilling of these specifications.

### 2.2 Responsibilities with Respect to the Work

- 2.2.1** **MIDWEST MECHANICAL** will provide construction supervision, inspection, labor, materials, tools, construction equipment and subcontracted items necessary for the execution and completion of the Work.
- 2.2.2** **MIDWEST MECHANICAL** shall keep the premises in an orderly fashion and free from unnecessary accumulation of waste materials or rubbish caused by its operations. If **MIDWEST MECHANICAL** damages property not needed for the Work, **MIDWEST MECHANICAL** shall repair the property to its pre-existing condition unless CUSTOMER directs otherwise. At the completion of the Work, **MIDWEST MECHANICAL** shall remove waste material supplied by **MIDWEST MECHANICAL** under this Agreement as well as all its tools, construction equipment, machinery and surplus material. **MIDWEST MECHANICAL** shall dispose of all waste materials or rubbish caused by its operations; provided, that unless otherwise specifically agreed to in this Agreement, **MIDWEST MECHANICAL** shall not be responsible for disposal of toxic or hazardous materials removed from the facilities, such as fluorescent lights, potential polychlorinated biphenyl containing light ballasts and mercury-containing controls, but shall store those materials neatly at a location designated by CUSTOMER.
- 2.2.3** **MIDWEST MECHANICAL** shall give all notices and comply with all laws and ordinances legally enacted as of the date of execution of the Agreement governing the execution of the Work. Provided, however, that **MIDWEST MECHANICAL** shall

## AGREEMENT BETWEEN MIDWEST MECHANICAL AND HUNTLEY COMMUNITY SCHOOL DISTRICT 158 DX cooling condenser replacements at Marlowe Middle School

December 15, 2022

not be responsible nor liable for the violation of any code, law or ordinance caused by CUSTOMER or existing in CUSTOMER's property prior to the commencement of the Work.

- 2.2.4** **MIDWEST MECHANICAL** shall comply with all applicable federal, state and municipal laws and regulations that regulate the health and safety of its workers while providing the Work, and shall take such measures as required by those laws and regulations to prevent injury and accidents to other persons on, about or adjacent to the site of the Work. It is understood and agreed, however, that **MIDWEST MECHANICAL** shall have no responsibility for elimination or abatement of health or safety hazards created or otherwise resulting from activities at the site of the Work carried on by persons not in a contractual relationship with **MIDWEST MECHANICAL**, including CUSTOMER, CUSTOMER's contractors or subcontractors, CUSTOMER's tenants or CUSTOMER's visitors. CUSTOMER agrees to cause its contractors, subcontractors and tenants to comply fully with all applicable federal, state and municipal laws and regulations governing health and safety and to comply with all reasonable requests and directions of **MIDWEST MECHANICAL** for the elimination or abatement of any such health or safety hazards at the site of the work.
- 2.2.5** **MIDWEST MECHANICAL** shall pay not less than the prevailing hourly rate of wages, and the generally prevailing rate of hourly wages for legal holiday and overtime work, as determined by the Illinois Department of Labor to all laborers, workers, and mechanics performing work under this Agreement.
- 2.2.6** **MIDWEST MECHANICAL** shall, at its sole cost and expense, conduct criminal background checks for all employees prior to the commencement of any Work hereunder for all employees that will be working on site. **MIDWEST MECHANICAL** shall require its subcontractors to conduct criminal background checks for said subcontractor's employees that are working on site. **MIDWEST MECHANICAL** agrees that it shall not employ any person who has or may have direct, daily contact with the pupils of any school in the district, and for whom a criminal background check has not been conducted pursuant hereto, and further represents and agrees that all employees or applicants who may have direct contact with employees shall be required to furnish a written "Authorization for Criminal Background Information" on forms provided by CUSTOMER authorizing **MIDWEST MECHANICAL** to request a criminal background investigation of said person pursuant to Section 10-21.9 of the School Code of Illinois and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above. **MIDWEST MECHANICAL** further agrees to submit with said authorization a request for any costs and expenses associated with the criminal background investigation. **MIDWEST MECHANICAL** further represents, warrants and certifies that no employee with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses, including the Sex Offender Registry Act, and the Statewide Child Murder and Violent Offender Against Youth Database, shall be employed thereby in any position that involves or may involve contact with the students of the district.
- 2.2.7** **MIDWEST MECHANICAL** shall comply with the provisions of the Employment of Illinois Workers on Public Works Act.

### 2.3 Patent Indemnity

- 2.3.1** **MIDWEST MECHANICAL** shall, at its expense, defend or, at its option, settle any suit that may be instituted against CUSTOMER for alleged infringement of any United States patents related to the hardware manufactured and provided by **MIDWEST MECHANICAL**, provided that:
1. Such alleged infringement consists only in the use of such hardware by itself and not as part of, or in combination with, any other devices, parts or software not provided by **MIDWEST MECHANICAL** hereunder;
  2. CUSTOMER gives **MIDWEST MECHANICAL** immediate notice in writing of any such suit and permits **MIDWEST MECHANICAL**, through counsel of its choice, to answer the charge of infringement and defend such suit; and
  3. CUSTOMER gives **MIDWEST MECHANICAL** all needed information, assistance and authority, at **MIDWEST MECHANICAL**'s expense, to enable **MIDWEST MECHANICAL** to defend such suit.
- 2.3.2** If such a suit has occurred, or in **MIDWEST MECHANICAL**'s opinion is likely to occur, **MIDWEST MECHANICAL** may, at its election and expense: obtain for CUSTOMER the right to continue using such equipment; or replace, correct or modify it so that it is not infringing; or remove such equipment and grant CUSTOMER a credit therefore, as depreciated.
- 2.3.3** In the case of a final award of damages in any such suit, **MIDWEST MECHANICAL** will pay such award. **MIDWEST MECHANICAL** shall not, however, be responsible for any settlement made without its written consent.
- 2.3.4** This article states **MIDWEST MECHANICAL**'s total liability and CUSTOMER's sole remedy for any actual or alleged infringement of any patent by the hardware manufactured and provided by **MIDWEST MECHANICAL** hereunder. In no event shall **MIDWEST MECHANICAL** be liable for any indirect, special or consequential damages resulting from any such actual or alleged infringement, except as set forth in this section 2.3.

### 2.4 Warranties and Completion

- 2.4.1** **MIDWEST MECHANICAL** warrants CUSTOMER good and clear title to all equipment and materials furnished to CUSTOMER pursuant to this Agreement free and clear of liens and encumbrances. **MIDWEST MECHANICAL** hereby warrants that all such equipment and materials shall be of good quality and shall be free from defects in materials and workmanship, including installation and setup, for a period of two (2) years from the date of beneficial use or substantial

## AGREEMENT BETWEEN MIDWEST MECHANICAL AND HUNTLEY COMMUNITY SCHOOL DISTRICT 158 DX cooling condenser replacements at Marlowe Middle School

December 15, 2022

completion of the equipment or portion of the Work in question, provided that no repairs, substitutions, modifications, or additions have been made, except by **MIDWEST MECHANICAL** or with **MIDWEST MECHANICAL's** written permission, and provided that after delivery such equipment or materials have not been subjected by non-**MIDWEST MECHANICAL** personnel to accident, neglect, misuse, or use in violation of any instructions supplied by **MIDWEST MECHANICAL**. **MIDWEST MECHANICAL's** sole liability hereunder shall be to repair promptly or replace defective equipment or materials, at CUSTOMER'S option and at **MIDWEST MECHANICAL's** expense. Any defect on work or materials shall be replaced or corrected to the satisfaction of the customer within fourteen (14) days upon notification by customer at no cost to customer. The limited warranty contained in this Section 2.4.1 shall constitute the exclusive remedy of CUSTOMER and the exclusive liability of **MIDWEST MECHANICAL** for any breach of any warranty related to the equipment and materials furnished by **MIDWEST MECHANICAL** pursuant to this Agreement.

- 2.4.2** In addition to the warranty set forth in Section 2.4.1 above, **MIDWEST MECHANICAL** shall, at CUSTOMER's request, assign to CUSTOMER any and all manufacturer's or installer's warranties for equipment or materials not manufactured by **MIDWEST MECHANICAL** including the ten year parts warranty on the DX Invert Heat Pumps and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the two (2) years limited warranty set forth in Section 2.4.1.
- 2.4.3** The warranties set forth herein are exclusive, and **MIDWEST MECHANICAL** expressly disclaims all other warranties, whether written or oral, implied or statutory, including but not limited to, any warranties of merchantability and fitness for a particular purpose, with respect to the equipment and materials provided hereunder. **MIDWEST MECHANICAL** shall not be liable for any special, indirect, incidental or consequential damages arising from, or relating to, this limited warranty or its breach.
- 2.4.4** **MIDWEST MECHANICAL's** warranty excludes remedy for damage or defect caused by abuse, modifications not executed by **MIDWEST MECHANICAL**, improper or insufficient maintenance, if required by manufacturer, or improper operation.

### 2.5 Hazardous Materials

- 2.5.1** **MIDWEST MECHANICAL** and its subcontractors shall not be required to handle, remove, come into contact with, dispose of, or otherwise work with hazardous materials existing on the project site at the date of this Agreement or resulting, either directly or indirectly, from any acts or omissions of CUSTOMER, its employees, agents or assigns, or any of its other contractors or subcontractors. "Hazardous materials" as used herein includes all hazardous or toxic substances or materials as may be so designated by federal, state or local governmental entities. "Hazardous materials" shall also include fungus and mold. If, during the performance of the Work, the presence of hazardous materials is discovered or reasonably suspected, **MIDWEST MECHANICAL** shall notify CUSTOMER of such discovery or suspicion and shall be permitted to immediately cease all work which requires contact with or exposure to such hazardous materials, until the CUSTOMER has made arrangements for the removal of the same. **MIDWEST MECHANICAL** shall be entitled to an extension of the Contract Time for ceasing work pursuant to this Section.
- 2.5.2** To the extent permitted by law CUSTOMER shall indemnify, defend, and hold **MIDWEST MECHANICAL** and its respective officers, directors, employees, agents and subcontractors (collectively the "Indemnified Parties"), harmless from, against, and in respect of any and all rights, claims, demands, liabilities, obligations, orders, assessments, interest, penalties, fines, settlement payments, costs, expenses and damages, including, without limitation, reasonable legal fees and out-of-pocket expenses ("Damages") imposed upon or incurred by any Indemnified Party and that arise from claims asserted by third parties or by CUSTOMER concerning any Hazardous Materials; provided that the Damages are not the direct result of any act or omission of **MIDWEST MECHANICAL** or its agents.
- 2.5.3** Unless prior to the execution of this Agreement, **MIDWEST MECHANICAL** received written notification from CUSTOMER of the existence of Hazardous Materials on the site, and said notice included a description of the Hazardous Materials, and the quantity and location of the Hazardous Materials, CUSTOMER is hereby representing to **MIDWEST MECHANICAL** that CUSTOMER is not aware of any Hazardous Materials present at the site.
- 2.5.4** ~~If the structure(s) where the Contract Work is to be performed was built before 1978, CUSTOMER understands that it may contain lead paint. CUSTOMER also understands that the only way to know whether lead paint is present is to have one or more paint samples in the work area tested. CUSTOMER authorizes, upon request of MIDWEST MECHANICAL, those tests to be done by MIDWEST MECHANICAL and agrees to pay MIDWEST MECHANICAL for the costs of those tests, in addition to the Contract Price. Alternatively, as a condition of accepting this Contract, CUSTOMER agrees to provide MIDWEST MECHANICAL with documentation demonstrating, to MIDWEST MECHANICAL's reasonable satisfaction, that:~~
- ~~(1) the areas where the Contract Work is to be performed has been tested and determined to be lead free by a certified risk assessor, certified lead inspector or certified renovator;~~
  - ~~(2) the areas where the Contract Work is to be performed is paint free; and/or~~
  - ~~(3) the areas where the Contract Work is to be performed were built after 1977.~~
- 2.5.5** **MIDWEST MECHANICAL** shall indemnify, defend, and hold CUSTOMER and its respective officers, directors, employees, agents and subcontractors (collectively the "Indemnified Parties"), harmless from, against, and in respect of any and all rights,

## AGREEMENT BETWEEN MIDWEST MECHANICAL AND HUNTLEY COMMUNITY SCHOOL DISTRICT 158 DX cooling condenser replacements at Marlowe Middle School

December 15, 2022

claims, demands, liabilities, obligations, orders, assessments, interest, penalties, fines, settlement payments, costs, expenses and damages, including, without limitation, reasonable legal fees and out-of-pocket expenses (“Damages”) imposed upon or incurred by any Indemnified Party and that arise from claims asserted by third parties or by **MIDWEST MECHANICAL** concerning any Hazardous Materials that were brought to the project site by **MIDWEST MECHANICAL** or its subcontractors.

### ARTICLE 3 CUSTOMER'S RESPONSIBILITIES

- 3.1** CUSTOMER shall provide **MIDWEST MECHANICAL** full information regarding the requirements for the Work.
- 3.2** CUSTOMER shall designate a representative who shall be fully acquainted with the Work, and who has authority to approve changes in the scope of the Work and render decisions promptly.
- 3.3** CUSTOMER shall furnish to **MIDWEST MECHANICAL** all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement, the Work and the Project.
- 3.4** CUSTOMER shall secure and pay for all necessary approvals, easements, assessments, permits and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including charges for legal and auditing services.
- 3.5** If CUSTOMER becomes aware of any fault or defect in the Work, it shall give prompt written notice thereof to **MIDWEST MECHANICAL**, however, the CUSTOMER’s failure to give timely notice within (14) days of the date of discovery of the defect in the work shall not relieve **MIDWEST MECHANICAL** of its responsibilities under Section 2.4 WARRANTIES AND COMPLETION of this AGREEMENT.
- 3.6** The services and information required by the above paragraphs shall be furnished with reasonable promptness at CUSTOMER's expense and **MIDWEST MECHANICAL** shall be entitled to rely upon the accuracy and the completeness thereof.
- 3.7** Prior to the commencement of the Work and at such future times as **MIDWEST MECHANICAL** shall reasonably deem appropriate, CUSTOMER shall furnish evidence in a form satisfactory to **MIDWEST MECHANICAL** that sufficient funds are available and committed to pay for the Work. Unless such evidence is furnished, **MIDWEST MECHANICAL** is not required to commence or continue any Work. Further, if CUSTOMER does not provide such evidence, **MIDWEST MECHANICAL** may stop work upon fifteen (15) days’ notice to CUSTOMER. The failure of **MIDWEST MECHANICAL** to insist upon the providing of this evidence at any one time shall not be a waiver of CUSTOMER's obligation to make payments pursuant to this Agreement, nor shall it be a waiver of **MIDWEST MECHANICAL**'s right to request or insist that such evidence be provided at a later date.
- 3.8** CUSTOMER shall comply with all applicable federal, state and municipal laws and regulations governing occupational health and safety in the areas where **MIDWEST MECHANICAL** will perform services and/or perform the Work. CUSTOMER represents and warrants that, except as otherwise disclosed in this Agreement, in the areas where **MIDWEST MECHANICAL** will undertake Work or provide services, there are no: (a) materials or substances classified as toxic or hazardous either (i) on or within the walls, floors, ceilings or other structural components, or (ii) otherwise located in the work area, including asbestos or presumed asbestos-containing materials, formaldehyde, containers or pipelines containing petroleum products or hazardous substances, etc.; (b) situations subject to special precautions or equipment required by federal, state or local health or safety regulations; or (c) unsafe working conditions. CUSTOMER shall notify **MIDWEST MECHANICAL** of any changes or updates that occur during the course of the Agreement. If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by **MIDWEST MECHANICAL** or others and provide an unsafe condition for the performance of the Work or services, the discovery of the material, situation or condition shall constitute a cause beyond **MIDWEST MECHANICAL**’s reasonable control and **MIDWEST MECHANICAL** shall have the right to cease or not commence the Work until the area has been made safe by CUSTOMER or CUSTOMER’s representative, at CUSTOMER’s expense. To the fullest extent allowed by law, customer shall indemnify and hold **MIDWEST MECHANICAL** harmless from and against any and all claims and costs of whatever nature, including but not limited to, consultants' and attorneys' fees, damages for bodily injury and property damage, fines, penalties, cleanup costs and costs associated with delay or work stoppage, that in any way results from or arises under the breach of the representations and warranties in this section, the existence of mold or a hazardous substance at a site, or the occurrence or existence of the situations or conditions described in this section, whether or not customer provides **MIDWEST MECHANICAL** advance notice of the existence or occurrence and regardless of when the hazardous substance or occurrence is discovered or occurs. Nothing in this section shall be construed to require that customer indemnify and hold harmless **MIDWEST MECHANICAL** from claims and costs resulting from the negligent use by **MIDWEST MECHANICAL** of any hazardous substance brought to the site by **MIDWEST MECHANICAL** (and customer acknowledges that **MIDWEST MECHANICAL** may bring to the site lubricants or other materials that are routinely used in performing maintenance and that may be classified as hazardous).
- 3.9** In addition to the price set forth in Article 6 of this Agreement, CUSTOMER shall pay any present and future taxes or any other governmental charges now or hereafter imposed by existing or future laws with respect to the sale, transfer, use, ownership or possession of the Work provided hereunder, excluding taxes on **MIDWEST MECHANICAL**’s net income.
- 3.10** **MIDWEST MECHANICAL** shall be entitled to rely on the accuracy of the information furnished by CUSTOMER. The CUSTOMER shall furnish information and services required of CUSTOMER by the Contract Documents with reasonable promptness.

**AGREEMENT BETWEEN MIDWEST MECHANICAL AND HUNTLEY COMMUNITY SCHOOL DISTRICT 158  
DX cooling condenser replacements at Marlowe Middle School**

December 15, 2022

**ARTICLE 4 SUBCONTRACTS**

- 4.1** At its option, **MIDWEST MECHANICAL** may subcontract some or all of the Work subject to the District's approval of all subcontractors. Approval will not be unreasonably withheld. Names and qualifications of subcontractors must be submitted at least three weeks in advance of subcontractor scheduled start date, unless otherwise agreed by the parties.
- 4.2** A Subcontractor is a person or entity who has a direct contract with **MIDWEST MECHANICAL** to provide work, labor and materials in connection with the Work. The term Subcontractor does NOT include any separate contractors employed by CUSTOMER or such separate contractors' subcontractors.
- 4.3** For the purposes of this Agreement, no contractual relationship shall exist between CUSTOMER and any Subcontractor. **MIDWEST MECHANICAL** shall be responsible for the management of its Subcontractors in their performance of their Work.
- 4.4** CUSTOMER shall not hire any of **MIDWEST MECHANICAL's** Subcontractors without the prior written approval of **MIDWEST MECHANICAL**.

**ARTICLE 5 INSTALLATION AND ACCEPTANCE**

- 5.1** The Work to be performed under this Agreement shall be commenced and substantially completed as set forth in the Installation Schedule attached hereto as Attachment B.
- 5.2** If **MIDWEST MECHANICAL** is delayed at any time in the progress of performing its obligations under this Agreement by any act of neglect of CUSTOMER or of any employee or agent of CUSTOMER or any contractor employed by CUSTOMER; or by changes ordered or requested by CUSTOMER in the Work performed pursuant to this Agreement; or by labor disputes, fire, unusual delay in transportation or deliveries, adverse weather conditions or other events or occurrences which could not be reasonably anticipated; or unavoidable casualties; or any other problem beyond **MIDWEST MECHANICAL's** reasonable control (an "Excusable Delay"), then the time for performance of the obligations affected by such Excusable Delay shall be extended by the period of any delay actually incurred as a result thereof.
- 5.3** **MIDWEST MECHANICAL** shall provide Delivery and Acceptance Certificates in a form acceptable to CUSTOMER and **MIDWEST MECHANICAL** (the "Delivery and Acceptance Certificates") for the Work provided pursuant to the Schedule identified in Attachment B. Upon receipt of each Delivery and Acceptance Certificate, CUSTOMER shall promptly inspect the Work performed by **MIDWEST MECHANICAL** identified therein and execute each such Delivery and Acceptance Certificate as soon as reasonably possible, but in no event later than ten (10) days after delivery of the same by **MIDWEST MECHANICAL**, unless CUSTOMER provides **MIDWEST MECHANICAL** with a written statement identifying specific material performance deficiencies that it wishes **MIDWEST MECHANICAL** to correct. **MIDWEST MECHANICAL** will use reasonably diligent efforts to correct all such material deficiencies and will give written notice to CUSTOMER when all such items have been corrected. The Parties intend that a final Delivery and Acceptance Certificate will be executed for the Work as soon as all Work is installed and operating. Execution and delivery by CUSTOMER of such final Delivery and Acceptance Certificate with respect to the Work shall constitute "Final Acceptance" of such Work performed by **MIDWEST MECHANICAL** pursuant to the Installation Schedule.
- 5.4 Payment Verification** Prior to final acceptance of all energy conservation measures by the District, **MIDWEST MECHANICAL** shall provide Waivers of Lien as verification of payment in full for services rendered. **MIDWEST MECHANICAL** shall provide a schedule of values during the project. All final waivers must state "Paid in Full" in place of a dollar amount. Final payment will not be released until final waivers marked "Paid in Full" are submitted.

**ARTICLE 6 PRICE AND PAYMENT**

**6.1 Price**

- 6.1.1** The price for the Work is Two Million and Three Hundred and Forty-Four Thousand and Eight Hundred and Sixty-Four Dollars (\$2,344,864.00) including a \$100,000.00 allowance for HVAC control work, subject to the adjustments set forth in Articles 5 and 7.
- 6.1.2** The price is based upon laws, codes and regulations in existence as of the date this Agreement is executed. Any future changes after commencement of the work in or to applicable laws, codes and regulations affecting the cost of the Work shall be the responsibility of CUSTOMER and shall entitle **MIDWEST MECHANICAL** to an equitable adjustment in the price and schedule.
- 6.1.3** The price will be modified for delays caused by CUSTOMER and for Changes in the Work, all pursuant to Article 7.
- 6.1.4** The license fees for all licensed software are included in the price to be paid by CUSTOMER as identified in this Article 6.
- 6.1.5** If, at any time, CUSTOMER requests overtime work which requires overtime or premium pay, **MIDWEST MECHANICAL** shall be entitled to add such premium or overtime pay to the Contract Price, plus **MIDWEST MECHANICAL's** overhead and profit, subject to the review and approval of CUSTOMER.

**6.2 Payment**

## AGREEMENT BETWEEN MIDWEST MECHANICAL AND HUNTLEY COMMUNITY SCHOOL DISTRICT 158 DX cooling condenser replacements at Marlowe Middle School

December 15, 2022

- 6.2.1** Upon execution of this Agreement, CUSTOMER shall pay or cause to be paid to **MIDWEST MECHANICAL** the full price for the Work, in accordance with the Payment Schedule, Attachment C. Payment shall be made net forty-five (45) days of invoice date.
- 6.2.2** Payments due and unpaid shall bear interest from the date payment is due at the rate of 1 ½% per month, compounded monthly or the maximum amount permissible by law whichever is less. In the event that Customer failed to pay **MIDWEST MECHANICAL** any sums due, Customer shall pay **MIDWEST MECHANICAL** all attorney's fees incurred by **MIDWEST MECHANICAL** in collecting amounts owed to **MIDWEST MECHANICAL** under this Agreement. If a progress payment is not paid by the due date, **MIDWEST MECHANICAL** reserves the right (without further notice) to immediately stop work until the progress payment then due is made, increased by the amount of **MIDWEST MECHANICAL**'s costs of shutdown, delay and startup and, in such event, **MIDWEST MECHANICAL** will not be liable or responsible for any damages, costs or delays whatsoever due to such work stoppage. **MIDWEST MECHANICAL** reserves the right (without further notice) to terminate this Agreement altogether if work is stopped for thirty (30) or more days (whether or not consecutive days) because of a failure to make progress payments, and, in such event, also reserves the right to recover payment for all work executed and losses from stoppage of the work including reasonable overhead and profit.

### ARTICLE 7 CHANGES IN THE PROJECT

- 7.1** A Change Order is a written order signed by CUSTOMER and **MIDWEST MECHANICAL** authorizing a change in the Work or adjustment in the price, or a change to the Installation Schedule described in Attachment B. Each Change Order shall describe the change in the work, the amount of adjustment, if any, to the Contract Price, and the extent of any adjustment to the completion date.
- 7.2** CUSTOMER may request **MIDWEST MECHANICAL** to submit proposals for changes in the Work.
- 7.3 Claims for Concealed or Unknown Conditions** The Contract Price has been based on normal site conditions, without allowance for any additional work that might be caused by unanticipated site conditions. If conditions are encountered at the site that are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions, and, if appropriate, an equitable adjustment to the Contract Price and Installation Schedule shall be made by a Change Order. Said adjustment in Contract Price shall include **MIDWEST MECHANICAL**'s overhead and profit. If agreement cannot be reached by the Parties, the party seeking an adjustment in the Price or Installation Schedule may assert a claim in accordance with Paragraph 7.4.
- 7.4** If **MIDWEST MECHANICAL** wishes to make a claim for an increase in the Contract Price or an extension in the Installation Schedule it shall give CUSTOMER written notice thereof within fourteen days (14) after the occurrence of the event giving rise to such claim. This notice shall be given by **MIDWEST MECHANICAL** before proceeding to execute the Work, upon approval by CUSTOMER to proposal of work except in an emergency endangering life or property, in which case **MIDWEST MECHANICAL** shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss. Claims arising from delay shall be made within fourteen days (14) after the delay. Increases based upon design and estimating costs with respect to possible changes requested by CUSTOMER shall be made within fourteen days (14) after the decision is made not to proceed with the change. No such claim shall be valid unless so made. If CUSTOMER and **MIDWEST MECHANICAL** cannot agree on the amount of the adjustment in the Price, or the Installation Schedule, it shall be determined pursuant to the provisions of Article 12. Any change in the Price or the Installation Schedule resulting from such claim shall be authorized by Change Order.
- 7.5 Emergencies** In any emergency affecting the safety of persons or property, **MIDWEST MECHANICAL** shall act, at its discretion, to prevent threatened damage, injury or loss. Any increase in the Price or extension of time claimed by **MIDWEST MECHANICAL** on account of emergency work shall be determined as provided in Section 7.4.
- 7.6 Minor Changes** **MIDWEST MECHANICAL** shall, with CUSTOMER's approval, have the authority to make minor changes in the Work so long as they do not result in a material alteration or modification or cause an adjustment to the Contract Price or an extension of the Contract Time.

### ARTICLE 8 INSURANCE, INDEMNITY, WAIVER OF SUBROGATION, AND LIMITATION OF LIABILITY

#### 8.1 Indemnity

- 8.1.1** **MIDWEST MECHANICAL** agrees to indemnify and hold CUSTOMER, and CUSTOMER's consultants, agents and employees harmless from all claims for bodily injury and property damages [other than the Work itself and other property insured under Paragraph 8.4] to the extent such claims result from or arise under **MIDWEST MECHANICAL**'s negligent actions or willful misconduct in its performance of the Work, nothing in this article shall be construed or understood to alter the limitations of liability contained in this article, article 2, or the indemnification contained in section 3.8. Except as otherwise provided herein, **MIDWEST MECHANICAL**'s obligation, if any, to indemnify the CUSTOMER does not extend to losses sustained in whole or in part as a result of the CUSTOMER's (or its agent's) acts or omissions.

## AGREEMENT BETWEEN MIDWEST MECHANICAL AND HUNTLEY COMMUNITY SCHOOL DISTRICT 158 DX cooling condenser replacements at Marlowe Middle School

December 15, 2022

**8.1.2** To the extent permitted by law, CUSTOMER shall indemnify and hold harmless **MIDWEST MECHANICAL** and **MIDWEST MECHANICAL**'s consultants, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, or resulting from, any negligent act or omission of CUSTOMER or CUSTOMER's contractors, consultants, agents or employees.

**8.1.3** CUSTOMER shall require any other contractor who may have a contract on this project with CUSTOMER to perform work in the areas where Work will be performed under this Agreement to agree to indemnify CUSTOMER and **MIDWEST MECHANICAL** and hold them harmless from all claims for bodily injury and property damage [other than property insured under Paragraph 8.4] that may arise from that contractor's operations. Such provisions shall be in a form satisfactory to **MIDWEST MECHANICAL**.

### 8.2 Contractor's Liability Insurance

**8.2.1** **MIDWEST MECHANICAL** shall purchase and maintain such insurance as will protect it from claims that may arise out of or result from **MIDWEST MECHANICAL**'s operations under this Agreement. **MIDWEST MECHANICAL** shall name the Customer as an additional insured. All insurance will meet customer's requirements set forth in the RFP document; Guaranteed Energy Savings Contract – RFP #2022-32A.

**8.2.2** The Commercial General Liability Insurance shall include premises-operations (including explosion, collapse and underground coverage), elevators, independent contractors, completed operations, and blanket contractual liability on all written contracts, all including broad form property damage coverage.

**8.2.3** **MIDWEST MECHANICAL**'s Commercial General and Automobile Liability Insurance, as required by Subparagraphs 8.2.1 and 8.2.2, shall be written for not less than limits of liability as outlined in the RFP document; Guaranteed Energy Savings Contract – RFP #2022-32A.

**8.2.4** **MIDWEST MECHANICAL** shall maintain at all times during the performance of the Work and Services hereunder, Worker's Compensation Insurance in accordance with the laws of the State in which the Work is performed.

### 8.3. CUSTOMER's Liability Insurance

**8.3.1** CUSTOMER shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect it against claims that may arise from operations under this Agreement.

### 8.4 Insurance to Protect Project

**8.4.1** CUSTOMER shall purchase and maintain replacement property insurance for the length of time to complete the Project. This insurance shall include as named additional insureds **MIDWEST MECHANICAL** and **MIDWEST MECHANICAL**'s Subcontractors and Sub-subcontractors and shall include, at a minimum, coverage for fire, windstorm, flood, earthquake, theft, vandalism, malicious mischief, transit, collapse, testing, and damage resulting from defective design, workmanship, or material in the existing facilities, CUSTOMER will increase limits of coverage, if necessary, to reflect estimated replacement costs. CUSTOMER will be responsible for any coinsurance penalties or deductibles. If the Work covers an addition to or is adjacent to an existing building, **MIDWEST MECHANICAL** and its Subcontractors and Sub-subcontractors shall be named additional insureds under CUSTOMER's Property Insurance covering such building and its contents.

**8.4.1.1** If CUSTOMER finds it necessary to occupy or use a portion or portions of the Facilities prior to Substantial Completion thereof, such occupancy shall not commence prior to a time mutually agreed to by CUSTOMER and **MIDWEST MECHANICAL** and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy. Consent of **MIDWEST MECHANICAL** and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

**8.4.2** CUSTOMER shall purchase and maintain such insurance as will protect CUSTOMER and **MIDWEST MECHANICAL** against loss of use of CUSTOMER's property due to those perils insured pursuant to Subparagraph 8.4.1. Such policy will provide coverage for expenses of expediting materials, continuing overhead of CUSTOMER and **MIDWEST MECHANICAL**, necessary labor expense including overtime, loss of income by CUSTOMER and other determined exposures. Exposures of CUSTOMER and **MIDWEST MECHANICAL** shall be determined by mutual agreement and separate limits of coverage fixed for each item.

**8.4.3** **MIDWEST MECHANICAL** and CUSTOMER shall provide Certificate(s) of Insurance to each other before work on the Project begins. All insurance coverage(s) must be with a carrier rated A or better by one of the National Insurance Rating Agencies such as A.M. Best or if customer is self-insured then a certificate of self-insurance shall be provided. **MIDWEST MECHANICAL** and customer will be given sixty (60) days' notice of cancellation, nonrenewal, or any endorsements restricting or reducing coverage. **MIDWEST MECHANICAL** will maintain a file of sub-contractors' insurance certificates evidencing compliance with these requirements. All insurers shall be licensed by the State of Illinois and rated A-Vu or better by A.M. Best or comparable rating service or be an authorized Risk Retention Group acceptable to the School District.

### 8.5 Property Insurance Loss Adjustment

**AGREEMENT BETWEEN MIDWEST MECHANICAL AND HUNTLEY COMMUNITY SCHOOL DISTRICT 158  
DX cooling condenser replacements at Marlowe Middle School**

December 15, 2022

**8.5.1** Any insured loss shall be adjusted with CUSTOMER and **MIDWEST MECHANICAL** and made payable to CUSTOMER and **MIDWEST MECHANICAL** as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause.

**8.5.2** Upon the occurrence of an insured loss, monies received will be deposited in a separate account and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with an arbitration award pursuant to Article 12. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted to arbitration pursuant to Article 12.

**8.7 Limitation of Liability**

**8.7.1** In no event shall **MIDWEST MECHANICAL** be liable for any special, incidental, indirect, speculative, remote, or consequential damages arising from, relating to, or connected with the work, equipment, materials, or any goods or services provided hereunder. The CUSTOMER waives claims against **MIDWEST MECHANICAL** for consequential damages arising out of or relating to this Agreement. This waiver includes damages incurred by CUSTOMER for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons.

**ARTICLE 9 TERMINATION OF THE AGREEMENT**

**9.1** If **MIDWEST MECHANICAL** defaults in, or fails or neglects to carry forward the Work in accordance with this Agreement, CUSTOMER may provide notice in writing of its intention to terminate this Agreement to **MIDWEST MECHANICAL**. If **MIDWEST MECHANICAL**, following receipt of such written notice, neglects to cure or correct the identified deficiencies within Seven (7) business days, CUSTOMER may provide a second written notice. If **MIDWEST MECHANICAL** has not, within Seven (7) business days after receipt of such notice, acted to remedy and make good such deficiencies, CUSTOMER may terminate this Agreement and take possession of the site together with all materials thereon, and move to complete the Work itself expediently. If the expense to finish the work exceeds the unpaid balance of the contract sum, **MIDWEST MECHANICAL** shall pay the difference to CUSTOMER.

**9.2** If CUSTOMER fails to make payments as they become due, or otherwise defaults or breaches its obligations under this Agreement, **MIDWEST MECHANICAL** may give written notice to CUSTOMER of **MIDWEST MECHANICAL**'s intention to terminate this Agreement. If, within fourteen (14) days following receipt of such notice, CUSTOMER fails to make the payments then due, or otherwise fails to cure or perform its obligations, **MIDWEST MECHANICAL** may, by written notice to CUSTOMER, terminate this Agreement and recover from CUSTOMER payment for Work executed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

**ARTICLE 10 ASSIGNMENT AND GOVERNING LAW**

**10.1** This Agreement shall be governed by the law of the State where the Work is performed and subject to the jurisdiction of the circuit court of McHenry County, Illinois.

**10.2** Neither party to the Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other party. Such consent shall not be reasonably withheld, except that **MIDWEST MECHANICAL** may assign to another party the right to receive payments due under this Agreement. **MIDWEST MECHANICAL** may enter into subcontracts for the Work without obtaining CUSTOMER's consent.

**ARTICLE 11 MISCELLANEOUS PROVISIONS**

**11.1** The Table of Contents and headings in this Agreement are for information and convenience only and do not modify the obligations of this Agreement.

**11.2 Confidentiality.** As used herein, the term "CONFIDENTIAL INFORMATION" shall mean any information in readable form or in machine readable form, including software supplied to CUSTOMER by **MIDWEST MECHANICAL** that has been identified or labeled as "Confidential" and/or "Proprietary" or with words of similar import. CONFIDENTIAL INFORMATION shall also mean any information that is disclosed orally and is designated as "Confidential" and/or "Proprietary" or with words of similar import at the time of disclosure and is reduced to writing, marked as "Confidential" and/or "Proprietary" or with words of similar import, and supplied to the receiving party within ten (10) days of disclosure. All rights in and to CONFIDENTIAL INFORMATION and to any proprietary and/or novel features contained in CONFIDENTIAL INFORMATION disclosed are reserved by the disclosing party; and the party receiving such disclosure will not use the CONFIDENTIAL INFORMATION for any purpose except in the performance of this Agreement and will not disclose any of the CONFIDENTIAL INFORMATION to benefit itself or to damage the disclosing party. This prohibition includes any business information (strategic plans, etc.) that may become known to either party. Each party shall, upon request of the other party or upon completion or earlier termination of this Agreement, return the other party's CONFIDENTIAL INFORMATION and all copies thereof. Notwithstanding the foregoing provisions, neither party shall be liable for any disclosure or use of information disclosed or communicated by the other party if the information: (a) is publicly available pursuant to the provisions of the Open Meetings Act (OMA) and the Freedom of Information Act (FOIA) at the time of

**AGREEMENT BETWEEN MIDWEST MECHANICAL AND HUNTLEY COMMUNITY SCHOOL DISTRICT 158  
DX cooling condenser replacements at Marlowe Middle School**

December 15, 2022

disclosure or later becomes publicly available other than through breach of this Agreement; or (b) is known to the receiving party at the time of disclosure; or (c) is subsequently rightfully obtained from a third party on an unrestricted basis; or (d) is approved for release in writing by an authorized representative of the disclosing party; or (e) is otherwise required by law. The obligation of this Article shall survive any expiration, cancellation or termination of this Agreement.

- 11.3** If any provision is held illegal, invalid or unenforceable, the remaining provisions of this Agreement shall be construed and interpreted to achieve the purposes of the Parties.
- 11.4** Risk of loss for all equipment and materials provided by **MIDWEST MECHANICAL** hereunder shall transfer to CUSTOMER upon delivery to CUSTOMER's Facilities from **MIDWEST MECHANICAL** or its Subcontractor and title shall pass upon final acceptance or final payment by CUSTOMER to **MIDWEST MECHANICAL**, whichever occurs later.
- 11.5** Final notice or other communications required or permitted hereunder shall be sufficiently given if personally delivered to the person specified below, or if sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To **MIDWEST MECHANICAL**:

**MIDWEST MECHANICAL GROUP, INC.**

Attention: ((name of agent))

801 Parkview Boulevard

Lombard, IL 60148

To CUSTOMER:

Huntley Community School District 158

650 Dr. John Burkey Dr.

Algonquin, IL 60102

Attn: Director of Operations and Maintenance

- 11.6 Waiver.** Customer or **MIDWEST MECHANICAL**'s failure to insist upon the performance or fulfillment of any of each party's obligations under this Agreement shall not be deemed or construed as a waiver or relinquishment of the future performance of any such right or obligation hereunder.
- 11.7** If any provision of this Agreement or the application thereof to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement or the application thereof to other circumstances shall not be affected hereby and shall be valid and enforceable to the fullest extent permitted by law.
- 11.8 Performance/Payment Bond.** **MIDWEST MECHANICAL** shall furnish a performance bond and payment bond covering the construction of the work in an amount equal to the contract price prior to commencement of work in a form acceptable to CUSTOMER.
- 11.9** The bond identified in Section 11.8 shall cover only the performance and payment exposure associated with the performance of the construction portion of the work.
- 11.11 Ambiguities.** The parties have each had the opportunity to review and negotiate the terms of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.
- 11.12 Headings.** The section headings contained herein are intended for convenience and reference only, and are not a part of this Agreement.
- 11.13 Authority to Enter into this Contract.** The persons signing the Agreement on behalf of the parties are authorized to execute and accept contracts of this nature.
- 11.14 CUSTOMER Representations.** To the extent applicable, **MIDWEST MECHANICAL** and CUSTOMER warrant that they have the necessary power and authority to enter into this Agreement and this Agreement has been duly authorized by its duly elected representatives. This Agreement is a legal, valid and binding obligation of **MIDWEST MECHANICAL** and CUSTOMER.

**AGREEMENT BETWEEN MIDWEST MECHANICAL AND HUNTLEY COMMUNITY SCHOOL DISTRICT 158  
DX cooling condenser replacements at Marlowe Middle School**

December 15, 2022

**ARTICLE 12**

**ARBITRATION**

**12.1** The Parties agree that any controversy or claim between **MIDWEST MECHANICAL** and **CUSTOMER** arising out of or relating to this Agreement, or the breach thereof, at the sole discretion of **CUSTOMER** shall be settled by arbitration, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association at a location specified by **CUSTOMER**. The arbitration will be conducted at a mutually agreeable location. Any award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**ARTICLE 13 LIMIT OF LIABILITY – FIRE AND/OR SECURITY SYSTEMS**

**13.1** The parties agree that **MIDWEST MECHANICAL** is not an insurer; that the fire and/or security system and/or Service purchased herein is designed only to reduce the risk of loss; that **CUSTOMER** chose such system and/or Service from several levels of protection offered by **MIDWEST MECHANICAL**; that **MIDWEST MECHANICAL** will not be held liable for any loss, whether in tort or contract, which may arise from the failure of the system and/or Service; and that customer will indemnify, defend and save **MIDWEST MECHANICAL** harmless from any and all loss, claims, actions, causes of actions or expense, including attorneys' fees, arising from the actual or alleged malfunction or non-function of the system and/or service. The parties further agree that this Agreement shall not confer any rights on the part of any person or entity not a party hereto, whether as a third-party beneficiary or otherwise. Because it is extremely difficult to assess actual damages arising from the failure of a system and/or service, the parties agree that if any liability is imposed on **MIDWEST MECHANICAL** for damages or personal injury to either customer or any third party, such liability shall be limited to an aggregate amount not to exceed the value of the system installed. This sum shall be paid either as (i) liquidated damages and not as a penalty, or (ii) a limitation of liability agreed upon by the parties. No suit or action shall be brought against **MIDWEST MECHANICAL** more than one (1) year after the accrual of the cause of action thereof.

**ARTICLE 14 GOVERNING LAW**

This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Illinois. Any litigation concerning this Agreement shall be conducted in the courts located in McHenry County, and the parties hereto agree to the venue and personal jurisdiction of these courts.

**APPROVALS:**

The parties hereby execute this Agreement as of the date first set forth herein by the signatures of their duly authorized representatives:

**Midwest Mechanical Group, Inc.**

**Signature** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

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

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

**Huntley Community School District.**

**Signature** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

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

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

**AGREEMENT BETWEEN MIDWEST MECHANICAL AND HUNTLEY COMMUNITY SCHOOL DISTRICT 158  
DX cooling condenser replacements at Marlowe Middle School**

December 15, 2022

**ATTACHMENT A TO CONTRACT  
SCOPE OF WORK**

**MIDWEST MECHANICAL includes the following requirements taken from District 158 RFP #2022-32a**

**Grant Services:** Provide assistance with processing of Applications for Grants, Incentives, and Rebates from all available sources as a part of the proposed Guaranteed Energy Savings Projects. This proposal provider shall coordinate delivery on behalf of the School District delivery of grant applications to any available applicable Energy Efficiency Grant programs which might be available at the time of commencement of the design development phase.

**Professional Engineer Services:** **MIDWEST MECHANICAL** will provide a Professional Engineer licensed in the State of Illinois who shall, at a minimum:

- Review and approve design of energy conservation measures under this contract
- Process all building permits necessary for the project
- Review of all commissioning efforts as outlined below herein
- Process all occupancy permits necessary for the project

**Technical Services:** **MIDWEST MECHANICAL** will provide the following independent third-party services for proper commissioning of the systems and equipment provided and installed by Midwest Mechanical:

- Test and Balance Services by a NEBB or TABB certified contractor
- Commissioning Agent Services by an ACG CxA or ASHRAE BCxP certified contractor including:
  - Start-up of all new building control equipment whenever available from a qualified representative of the manufacturer of said equipment
  - Functional performance testing of all new control systems and reprogrammed control systems
  - Delivery of written documentation of all above referenced commissioning efforts to the District

**Construction Management:** **MIDWEST MECHANICAL** will be required to work with current facilities management personnel in order to coordinate construction and provide appropriate training in operations and maintenance of all installed improvements. The District requires a full-time on-site Construction Superintendent during the construction. No equipment or other improvements will be installed that would require the District to hire additional personnel unless contract negotiations produce an explicit exemption for a specific installation. Maintenance responsibilities shall be retained by the District, but at their discretion, they can negotiate for maintenance services with **MIDWEST MECHANICAL**.

**Commissioning:** **MIDWEST MECHANICAL** will be required to commission all new equipment, building systems and control programs installed as a part of the project. Commission shall include:

•

**O&M Manuals:** At least two hard copies and one electronic (pdf) version of the operation and maintenance manuals for each site will be provided for all equipment replacements and/or upgrades. Completeness of delivered manuals are subject to approve of District.

**As-Built Drawings:** Where applicable, **MIDWEST MECHANICAL** must provide two hard copies and one electronic (pdf) version of “as built” and record drawings (or such electronic equivalents as may be agreed to with District) of all existing and modified conditions associated with the project, conforming to typical engineering standards. These should include controls drawings and operating manuals within 30 days of completed project installation.

**District Inspection:** District retains the right to have its representative visit the site during the audit and implementation phases of the project, and to attend relevant on-site or off-site meetings of **MIDWEST MECHANICAL** and or its subcontractors. District will have the right to inspect, test and approve the materials and work conducted in the facilities during construction and operation.

**Final Approval of District:** District retains final approval over the scope of work and all end use conditions.

**Ownership of Drawings, Reports and Materials:** All drawings, reports and materials prepared by **MIDWEST MECHANICAL** specifically in performance of this contract shall become the property of District and will be delivered to District as needed, required or upon completion of construction.

**Training Provisions:**

As a part of this contract, **MIDWEST MECHANICAL** has included a two-year Remote Systems Support program for the newly installed System at no additional costs to the District. This will assure that the new controls are operating at optimum performance and are maintaining a quality environment for students and staff. These support services are provided to ensure that:

**AGREEMENT BETWEEN MIDWEST MECHANICAL AND HUNTLEY COMMUNITY SCHOOL DISTRICT 158  
DX cooling condenser replacements at Marlowe Middle School**

December 15, 2022

1. Employees become comfortable operating the new systems
2. Operations are monitored so that the energy savings projected with the new system become a reality
3. Retraining is accomplished as may be required for current or new employees
4. Technical assistance is available as needed which establishes a routine communications comfort level between your employees and the **MIDWEST MECHANICAL** support services personnel
5. Customer's specified HVAC service contractor is trained in the use of the system

The support services for any HVAC control work shall include:

1. Maintaining Internet Interfaces: This enables remote operation of the new automation system and allows **MIDWEST MECHANICAL** software specialists to monitor operations to assure all parts of the system are operating properly.
2. Updating Software Programs as Required: Remote support of the operating software in the system often needs initial 'tuning' as we pass through the seasons. This is included as is the occasional update of third-party software that may be part of your system.
3. Backing Up The System: Although you should always backup your system locally, **MIDWEST MECHANICAL** will perform a remote backup which will be held off site in the **MIDWEST MECHANICAL** office.
4. Training/Retraining of Personnel. Included is remote retraining of your operating staff as required until they are comfortable with the system. This also includes training of new hires.
5. Training of HVAC Contractor: Training the customer's specified HVAC service contractor in the use of the system for trouble shooting is included in this contract.
6. Response to Remote Critical Alarms: Alarms customer deems critical will be monitored by **MIDWEST MECHANICAL** on a 24-hour basis and will be handled as directed.
7. Operation Monitoring for Energy Savings. The software discipline in your new system is designed to provide a good learning environment as well as achieve energy cost savings. Although these efforts usually work in harmony, they can occasionally work at odds with each other. **MIDWEST MECHANICAL** will remotely monitor your operating program to uncover changes that may have been made that could frustrate these objectives and communicate correction recommendations to you.
8. Technical Support. **MIDWEST MECHANICAL** will be available for remote technical support to help you identify problems you may be having with your mechanical HVAC systems.

**Project Scope Development**

*See Midwest Mechanical's proposal which is attached to this contract*

**Measurement & Verification (M&V) Plan**

*See details in Midwest Mechanical's proposal attached to this contract.*

**AGREEMENT BETWEEN MIDWEST MECHANICAL AND HUNTLEY COMMUNITY SCHOOL DISTRICT 158**

**DX cooling condenser replacements at Marlowe Middle School**

December 15, 2022

**ATTACHMENT B TO CONTRACT  
INSTALLATION SCHEDULE**

*(MIDWEST MECHANICAL's construction schedule shall be input here-in.)*

**AGREEMENT BETWEEN MIDWEST MECHANICAL AND HUNTLEY COMMUNITY SCHOOL DISTRICT 158**

**DX cooling condenser replacements at Marlowe Middle School**

December 15, 2022

**ATTACHMENT C TO CONTRACT  
CONTRACT PAYMENT SCHEDULE**

*(MIDWEST MECHANICAL's anticipated payment schedule shall be input here)*

**AGREEMENT BETWEEN MIDWEST MECHANICAL AND HUNTLEY COMMUNITY SCHOOL DISTRICT 158**

**DX cooling condenser replacements at Marlowe Middle School**

December 15, 2022

**ATTACHMENT D TO SAMPLE CONTRACT  
CONSTRUCTION PROJECT ACCEPTANCE FORM**

*(Construction project acceptance form to be inserted here-in.)*

**AGREEMENT BETWEEN MIDWEST MECHANICAL AND HUNTLEY COMMUNITY SCHOOL DISTRICT 158**

**DX cooling condenser replacements at Marlowe Middle School**

December 15, 2022

**ATTACHMENT E TO CONTRACT**

**Midwest Mechanical Proposal**

**MidwestMechanical**  
Building Efficiency and Sustainability

  
A Service Logic Company

Proposal For:  
**Huntley School District**  
**158**

**Marlowe HVAC Retrofit**

**Per National Cooperative  
Purchasing Alliance Contract  
02-91**

## INSTALLATION PROPOSAL

### By and Between:

**Contractor Performing Work:**  
Midwest Mechanical Group, Inc.  
801 Parkview Boulevard  
Lombard, IL 60148

**Customer:**  
Huntley School District 158  
650 Dr. John Burkey Drive  
Algonquin, IL 60102

### PROJECT LOCATION:

Marlowe Middle School  
9625 Haligus Road  
LITH, IL 60156

**PROJECT DESCRIPTION: Marlowe HVAC Retrofit**  
**RQN number: 2022-3856339890**

**Per National Cooperative Purchasing Alliance Contract 02-91**

### PROPOSAL SUMMARY

The main air conditioning system at Marlowe Middle School is in need of replacement. The main drivers behind this replacement are:

1. The system is near the end of useful life
2. The system is based on R-22 refrigerant which is no longer manufactured and is expensive to obtain

Our proposal is designed to address those issues in a way that represents the lowest life cycle cost to the district. To arrive at our proposed solution, Midwest considered many alternatives that were great ideas, but did not come close to matching the low life cycle cost of our proposed solution. The main highlights of our proposed solution is as follows:

1. Low Installed Cost
2. Acceptable Lead Times
  - a. The equipment used in this design has 10-12 week lead times
  - b. Allows the district to capture energy savings in a timely manner
3. High Annual Energy Savings
  - a. A system IEER of 19-25.9
  - b. Ability to provide heat without Natural Gas
4. Cooling Redundancy
  - a. A single component failure will not compromise the system

5. 10 Year Warranty
  - a. Demonstrates manufacturers confidence in this technology
  - b. Reduces long term maintenance cost
6. Reduced Structural Requirements
  - a. Lightweight with little structural modifications to roof
7. Remote System Monitoring
  - a. Allows for predictive maintenance
8. Also provides efficient heating
  - a. Adds diversity to the heating fuel source
  - b. Provides heating in the shoulder months and backup in the dead of winter

The Midwest proposed solution is based upon providing a system based upon inverter compressor technology. This technology represents an emerging trend in the air conditioning market. We believe that our proposal represents the lowest life cycle cost for a system replacement.

#### **OUR BASE PROPOSAL INCLUDES THE FOLLOWING SCOPE OF WORK:**

Midwest Mechanical proposes direct replacement of 2005 vintage DX cooling system condensers, refrigerant piping, and evaporator coils in existing air handlers at **Marlowe Middle School** located at 9625 Haligus Road, LITH, IL 60156. The replacement systems include high efficiency DX heat pump systems *manufactured by LG* as detailed in **Table 1** below.

#### **General**

- Provide all necessary stamped engineering drawings.
- Secure all necessary permits required by the local Regional Office of Education
- Provide all necessary Project and Construction Management and coordinate all site activities associated with the project.
- Provide off-site disposal for demolished HVAC equipment.
- Fill and vent new refrigerant piping systems (new pipe only).
- Provide necessary technical check-out, start-up, commissioning and testing of new equipment to ensure proper operation. *Includes third party commissioning services.*
- Provide support to the District in obtaining applicable utility incentives based on the HVAC energy efficiency upgrades.
- Provide project close-out paperwork including warranty letters, as-built drawings and Operations and Maintenance manuals on all new equipment.
- Major equipment and material will conform to District standards. *Equipment selections to be submitted to the District prior to equipment and material order.*
- Existing heating and ventilation equipment associated to new systems will remain and be reused.
- Existing fire alarm, life safety, AV, and sprinkler systems will remain. Additions, modifications, upgrades, or replacement of existing fire alarm, life safety, AV, and sprinkler systems is not included in scope.
- Provide roof protection as required for contractors own work.

- Provide update of District 158's Arch Flash Assessment and Coordination study report of the Marlowe Middle School's electrical distribution system utilizing the services of the Seam Group.
- *Moving, off-site storage, protection, security, and cleaning of existing building furnishings, equipment, computer systems and educational materials will be the responsibility of the District.*
- Work to be completed during normal hours. *Project installation is expected to take place during the summer break in 2023. Commissioning of associated heating system control and configuration will take place near the beginning of the heating season in the Fall, 2023.*
- Include two years of preventative maintenance services and two years of remote monitoring services for new DX cooling systems.
- Includes payment and performance bond.

### **Marlowe Middle School – HVAC Retrofit**

Design, furnish and install new DX cooling systems as described below:

- Reclaim R22 refrigerant from the existing air cooled condenser per Illinois ECC code and guidelines. Reclaimed refrigerant will be turned over to the district for repurposing.
- Disconnect piping, electrical, and all other associated connections from the existing units.
- Remove the existing units from the roof and dispose of equipment off site.
- Provide new air cooled condensing unit systems. System capacities to match existing. Existing condensing unit locations and support rails will be reused.
  - New units include 10-year compressor and parts warranty.
- Provide crane for equipment removal and installation.
- Provide new piping and specialties from the new condensing unit to the existing air handling unit. Routing for new circuits will follow path of existing systems.
- Provide new DX coils to the corresponding air handling unit to accommodate new R410A refrigerant requirements.
- Provide pressure test and fill of new systems.
- Provide insulation of new piping including weather proof jacketing for exterior circuits
- Provide hail guards and air louvers for new condensing units.
- Provide factory start up and inspect for proper operation.
- Provide electrical work as detailed below:
  - Disconnect and demolish existing power feed to existing condensing units where required.
  - Disconnect and re-use existing power feeds to condensing units #3, #5 and #9.
  - Reconfigure existing CU branch circuits #1, #2, #4, #6, #7, #8, and #10 to feed new subpanels.
  - Provide and install subpanels fed from former CU branch circuits. Install in associated mechanical penthouses.
  - Provide power feeds to new modular condensing units from associated subpanels.
  - New branch circuits to be installed above the roof, sharing roof supported hangers with new refrigerant piping.
  - Provide infrared scan of all new electrical distribution system components.
- Provide balancing as described below:
  - Provide pre and post air flow readings at the discharge side of the DX coil within the air

handling units.

- Provide controls as described below:
  - Provide BACnet interface modules with new DX cooling systems. Modules will allow for integration and communication with District 158 Tridium BACnet Platform.

**Table 1**

TAG	EQUIPMENT SERVED	PENTHOUSE	NOMINAL SYSTEM TONS	MODULES REQUIRED	REF. TYPE	IEER
CU-1	AHU-1	C	130	4	R410a	19.0
CU-2	AHU-2	C	130	4	R410a	19.0
CU-3	AHU-3	C	16	1	R410a	25.9
CU-4	AHU-4	C	130	4	R410a	19.0
CU-5	AHU-5	A	16	1	R410a	25.9
CU-6	AHU-6	A	30	1	R410a	20.0
CU-7	AHU-7	A	30	1	R410a	20.0
CU-8	AHU-8	B	64	2	R410a	19.0
CU-9	AHU-9	B	20	1	R410a	22.5
CU-10	AHU-10	B	60	2	R410a	20.0

**The proposed scope of work does not include the following**

- Any HVAC related work in the District facilities or on equipment not listed above.
- Roof work. Midwest will provide roof protect during the project but does not anticipate any roof penetration work.
- Structural analysis or structural modifications
- Asbestos abatement or related work
- The project does not include tax
- Cleaning of the facility
- Any work done on premium time

**Schedule**

The implementation schedule will be managed by the Midwest Mechanical and communicated to with the District with a detailed project schedule given to the District prior to the start of construction. Project milestones outlined below will not be altered without mutual agreement by the Midwest and the Owner.

In observance of current factory production and material distribution volatilities, Midwest Mechanical will work towards these milestones. Unexpected delays due to equipment distribution will be communicated to the owner in a timely manner and milestones will be mutually updated accordingly. It is the intent of Midwest Mechanical to procure and receive all major equipment for the project prior to the start of construction.

- **Equipment Order:** **December, 2022**
  - Equipment will be released upon review and approval by the District.
  - Equipment will be stored (as needed) prior to the start of construction
  
- **Construction start:** **June, 2023**
  
- **Cooling substantial completion:** **August, 2023**
  - All cooling units that have been installed are operating and providing air conditioning
  
- **Commissioning completion:** **October, 2022**
  - All systems installed will be operational
  - Systems commissioned and under control.
    - *\*System use for heating operation (if desired by the District) commissioned and under control.*
  
- **Final Completion:** **November, 2023**
  - Punch list complete and project closed out

*In observance of current factory production and material distribution volatilities, Midwest Mechanical can only guarantee the firm pricing (as stated within) until **12/16/2022**. We cannot guarantee lead times. As such, any authorizations to proceed which are received beyond this time period may be subject to a revised final contract pricing and/or lead time projection to reflect market conditions at the time of the Customer's acceptance.*

**PRICING SUMMARY Base Proposal:**

**The price for above scope of work and materials is .....\$2,244,864.00**

- *Includes payment and performance bond valued at \$22,400.00*

**Controls – Additional Owner direct allowance is.....\$100,000.00**

- Provide installation and program all new required control system components utilizing the services of District 158's BAS contractor of record; Veregy, for delivery of a fully functional system integrated to D158's existing BAS.

### Life Cycle Cost Analysis

Year	0	1	2	3	4	5	6	7	8	9	10
Capital Cost	\$2,244,864										
Rebates/Incentives	\$90,000										
Net Capital Cost	\$2,154,864										
Cooling Energy Cost		\$45,519	\$46,885	\$48,291	\$49,740	\$51,232	\$52,769	\$54,352	\$55,983	\$57,662	\$59,392
Heating Savings		-\$19,497	-\$20,082	-\$20,684	-\$21,305	-\$21,944	-\$22,602	-\$23,280	-\$23,979	-\$24,698	-\$25,439
Maintenance Cost				\$15,046	\$15,498	\$15,963	\$16,441	\$16,935	\$17,443	\$17,966	\$18,505
Repair/Replacement Cost						\$10,000					\$10,000
Total Operating Cost	\$0	\$26,022	\$26,803	\$42,653	\$43,933	\$55,251	\$46,608	\$48,006	\$49,446	\$50,930	\$62,458
Accumulated Cashflow	\$2,154,864	\$2,180,886	\$2,207,689	\$2,250,342	\$2,294,274	\$2,349,525	\$2,396,133	\$2,444,139	\$2,493,586	\$2,544,516	\$2,606,973

Year	11	12	13	14	15	16	17	18	19	20	
Capital Cost											
Rebates/Incentives											
Net Capital Cost											
Cooling Energy Cost		\$61,174	\$63,009	\$64,899	\$66,846	\$68,852	\$70,917	\$73,045	\$75,236	\$77,493	\$79,818
Heating Savings		-\$26,202	-\$26,988	-\$27,798	-\$28,632	-\$29,491	-\$30,376	-\$31,287	-\$32,226	-\$33,192	-\$34,188
Maintenance Cost		\$19,060	\$19,632	\$20,221	\$20,828	\$21,452	\$22,096	\$22,759	\$23,442	\$24,145	\$24,869
Repair/Replacement Cost						\$20,000					\$20,000
Total Operating Cost		\$54,032	\$55,652	\$57,322	\$59,042	\$80,813	\$62,637	\$64,516	\$66,452	\$68,446	\$90,499
Accumulated Cashflow		\$2,661,005	\$2,716,657	\$2,773,979	\$2,833,021	\$2,913,834	\$2,976,471	\$3,040,988	\$3,107,440	\$3,175,885	\$3,266,384

Maintenance Cost includes 2 comprehensive inspections per year plus annual condenser coil cleaning for all units  
 Heating Savings is calculated by running Inverter Compressors in lieu of boilers during certain conditions

		Natural Gas Cost					
		\$0.40	\$0.60	\$0.80	\$1.00	\$1.20	\$1.40
Outside Air Temperature	-10°F	Boiler	Boiler	Boiler	Boiler	VRF	VRF
	0°F	Boiler	Boiler	Boiler	Boiler	VRF	VRF
	10°F	Boiler	Boiler	Boiler	Boiler	VRF	VRF
	20°F	Boiler	Boiler	Boiler	VRF	VRF	VRF
	30°F	Boiler	Boiler	Boiler	VRF	VRF	VRF
	40°F	Boiler	Boiler	VRF	VRF	VRF	VRF
	50°F	Boiler	Boiler	VRF	VRF	VRF	VRF
	60°F	Boiler	VRF	VRF	VRF	VRF	VRF

- The efficiency of the heat pump system is correlated to the outside air temperature (OAT).
- As the OAT declines, so to do the heat pump efficiency. More electricity is required to generate the same amount of heat.
- The natural gas boilers' efficiency is (practically) constant, however natural gas prices often vary.
- The table above is a sensitivity analysis showing when the heat pump cost per BTU is less than the boiler, depending on the variables.
- The boiler is assumed to be 78% system efficiency (BTU delivered to the AHU coil/BTU of gas burned)
- Assuming electricity rates are \$0.12/kWh delivered.
- Natural gas \$/therm would be marginal delivered cost.

Terms of Payment:

The terms of payment for this project 15% upon approval(with Doug Renkosik's verification of deliverables), 85% upon completion, to be paid in normal AIA progress billings. Midwest Mechanical looks forward to exceeding your expectations during and after the project. Please feel free to contact me at (630)487-8961 with any questions or concerns.

Best Regards,

Dan Brandolino  
Vice President- Public Sector

Approved By: \_\_\_\_\_

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

## CONTRACT AGREEMENT - TERMS AND CONDITIONS

1. Applicability. These terms and conditions (these “**Terms**”) are the only terms which govern the sale of the goods (“**Goods**”) and services (“**Services**”) by MIDWEST MECHANICAL (“**Seller**”) to Helping Hand Center (“**Buyer**”). The accompanying [quotation/confirmation of sale/invoice] (the “**Sales Confirmation**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms. In the event of a conflict between the risk-shifting terms contained in these general terms and conditions and in the Sales Confirmation, the terms contained in these general terms and conditions shall control and prevail.

2. Delivery of Goods and Performance of Services. The Goods will be delivered within a reasonable time after the receipt of Buyer’s purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss, or damage in transit. Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the location described in the Sales Confirmation (the “**Delivery Point**”) using Seller’s standard methods for packaging and shipping such Goods. Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only. With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer’s premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; and (iii) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

3. Shipping Terms. Delivery of the Goods shall be made FOB as set forth in the Sales Confirmation.

4. Title and Risk of Loss. Risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. Title passes to Buyer only upon payment for the Goods in full.

5. Buyer’s Acts or Omissions. If Seller’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, representatives, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. Nonconforming Goods. Buyer shall inspect the Goods immediately upon receipt. Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods within 1 day after the Inspection Period and furnishes such written evidence or other documentation as required by Seller.

7. Price. Buyer shall purchase the Goods and Services from Seller at the prices (the “**Price[s]**”) set forth in Seller’s published price list in force as of the date of the Sales Confirmation. All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any government.

8. Payment Terms. Buyer shall pay all invoiced amounts due to Seller within 45 days from the date of Seller’s invoice. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month, calculated daily and compounded monthly, or the maximum amount permissible by statute, whichever is less. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller’s breach, bankruptcy or otherwise. Buyer shall not leave any of the Goods or Services furnished or installed by Seller in operation until the customer has approved and accepted same and paid Seller the billed Price for such Goods and Services in full.

9. Limited Warranty. Seller warrants to Buyer that for a period of one (1) year from the date of shipment of the Goods (“**Warranty Period**”), that such Goods will materially conform to the specifications set forth in Seller’s published specifications in effect as of the date of manufacture. Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. This workmanship warranty will terminate one (1) year from the date Services were performed. **EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.** Products manufactured by a third party (“**Third Party Product**”) may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 119. For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; IN EACH CASE, REGARDLESS OF WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. SELLER SHALL HAVE NO LIABILITY TO BUYER (AND BUYER HEREBY WAIVES ALL RIGHTS TO RECOVER FROM SELLER) FOR ANY LOSS OR DAMAGE ARISING FROM OR RELATED TO A THIRD PARTY PRODUCT.** Seller shall not be liable for a breach of the warranties set forth herein unless Buyer gives written notice of the defective Goods or Services to Seller within thirty (30) days of the time when Buyer discovers or ought to have discovered the defect. Seller shall not be liable for a breach of the warranty set forth herein if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller’s instructions; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller. Subject to the limitations herein, with respect to any such Goods during the warranty period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the

defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller. Subject to the limitations herein above, with respect to any Services subject to a claim under the warranty set forth herein, Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate. **THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN THIS SECTION.**

10. Limitation of Liability. **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, MAINTENANCE EXPENSE, CLAIMS OF CUSTOMERS, CLAIMS OF TENANTS, OR CLAIMS OF CLIENTS, LOSS OF REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER IN THE IMMEDIATELY PRECEDING ONE (1) YEAR PERIOD.**

11. Insurance. During the term of this Agreement, each party shall, at its own expense, maintain and carry insurance in which includes, but is not limited to, commercial general liability (including product liability and liability covering independent contractors) in reasonable amounts. Buyer shall carry all risk property insurance to the full value of the materials and equipment and name Seller as an additional insured.

12. Indemnification. To the fullest extent permitted by law, Buyer shall indemnify, defend, release, and hold harmless Seller, its affiliates, and its and their respective agents, representatives, contractors and employees from and against all claims, damages, losses and expenses, arising out of or resulting from the performance of Services or deliver of Goods hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Buyer, anyone directly or indirectly employed by Buyer, or anyone for whose acts Buyer may be liable, regardless of whether it is caused in part by the negligence of Seller.

13. Termination. In addition to any remedies herein, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due; (b) has not otherwise performed or complied with any of these Terms; or (c) becomes insolvent. In addition, if the project to which the Goods and Services relate is paused for a period of thirty (30) days through no act or fault of Seller, Seller may terminate this Agreement and immediately recover from Buyer payment for all work to date and for any proven loss, including reasonable profit and damages.

14. Confidential Information. All information of Seller disclosed by Seller to Buyer in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

15. Force Majeure. Seller shall not be liable or responsible to Buyer for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

16. Miscellaneous. This Agreement is governed by laws of the State in which the Goods are delivered and/or the Services are performed. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination of this Agreement. These Terms may only be amended or modified in a writing stating specifically that it amends these terms and is signed by an authorized representative of each party.

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

Signature:

Date:

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# Huntley Community School District 158

650 Dr. John Burkey Drive  
 Algonquin, Illinois 60102  
 (847) 659-6158 • www.district158.org

DATE: December 15, 2022

TO: Board of Education and Administration

FROM: Doug Renkosik, Director of Operations & Maintenance

RE: Asphalt Crackfill, Sealcoat, and Traffic Painting Bid #2022-43a (A)  
 Board of Education, December 15, 2022  
 Consent Agenda Item

**Background:**

At the August 4, 2022 Committee of the Whole meeting, the Board of Education was presented a Ten Year look at physical plant deferred maintenance life cycle capital replacement projects. Included was a line item for work to be done in summer 2023 including crackfill, sealcoating and traffic painting of the summer 2022 pavement improvement area at Marlowe Middle School.

A Bid Specification for this work was released on November 9, 2022.

Bids were opened on November 14, 2022.

A summary of the bids is below.

**Asphalt Crackfill, Sealcoat, and Traffic Painting Bid # 2022-43a**

**Bid Opening on November 14, 2022 @ 3:00PM**

COMPANY	Bid Bond	Addenda noted	Cert of Eligibility	Cert of IDHR	Prevailing Wage Law	Hold Harmless agreement	Equipment List	Reference List	BASE BID	BIDDER QTYs	
									Asphalt Crackfill, Sealcoat, and Traffic Painting	Lineal Ft of Crackfill (LF)	Square Ft of Sealcoat (SF)
<b>Denler Inc</b>	X	X	X	X	X	X	X	X	\$60,150.00	11,700	312,069
<b>Hastings</b>	X	X	X	X	X	X	X	X	\$68,328.00	15,000	314,327
<b>SKC Construction</b>	X	X	X	X	X	X	X	X	\$55,398.00	6,000	293,751

**Recommendation:**

The Building and Grounds Committee met on December 1, 2022 and recommends the Board of Education approve the award of the Asphalt Crack-fill and Traffic Painting Bid #2022-43 to SKC Construction at a cost of \$55,398 at their December 15, 2022, Regular Board Meeting.



# Huntley Community School District 158

650 Academic Drive  
 Algonquin, Illinois 60102  
 (847) 659-6158 • www.district158.org

DATE: December 15, 2022

TO: Board of Education and Administration

FROM: Doug Renkosik, Director of Operations & Maintenance

RE: Track Resurfacing Bid # 2022-45 (A)  
 Board of Education, December 15, 2022  
 Consent Agenda Item

**Background:**

At the August 4, 2021 Committee of the Whole meeting of the District 158 Board of Education, the Administration presented the Board with an updated O&M Life Cycle Deferred Maintenance capital projects report which included Track Resurfacing at Heineman Middle School to be done in the summer of 2023.

On October 28, 2022, a bid specification for a track resurfacing project at Heineman Middle School was released.

Bids were opened on November 14, 2022.

A summary of the bids is below.

**Track Resurfacing Bid #2022-45**

**Bid Opening -November 14, 2022 2:30 pm**

**Heineman Middle School Track**

Bidder	Bid Bond	Addenda	Cert Comp Deno. Econ.	Certificate of	Certificate of IDDP	Certificate of II	Hold Homes	Reference List	Base Bid	Type	
									All work as specified in bid 2022-45	Material Manufacturer	Product Line
Midwest Track Builders	X	X	X	X	X	X	X	X	\$87,777.00	Seal-Flex	LR2 Resurface
Dynamic Sports	X	X	X	X	X	X	X	X	\$220,362.00	Dynamic Sports Construction	DynaFasTrack™

**Recommendation:**

The Building and Grounds Committee met on December 1, 2022, and recommends the Board of Education approve the award of the Track Resurfacing Bid # 2022-45 to Midwest Track Builders in the amount of \$87,777.00 at their December 15, 2022, Regular Board meeting.

DR/jk



# Huntley Community School District 158

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650 Dr. John Burkey Drive  
Algonquin, Illinois 60102  
(847) 659-6158 • [www.district158.org](http://www.district158.org)

DATE: December 15, 2022

TO: Board of Education and Administration

FROM: Doug Renkosik, Director of Operations & Maintenance

RE: Roof System Replacement and Repairs Bids # 2022-68 (A)  
Board of Education, December 15, 2022  
Consent Agenda Item

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## **Background:**

At the August 4, 2022 Committee of the Whole meeting of the District 158 Board of Education, the Administration presented the Board with an updated O&M Life Cycle Deferred Maintenance capital projects report which included Phase 5 of roof system replacement and repairs at Huntley High School.

On October 28, 2022, a Bid Specification including Drawings for the referenced project was released.

Bids were opened on November 16, 2022.

A summary of the bids is attached.

## **Recommendation:**

The Building Committee met on December 1, 2022, and recommends the Board of Education approve the award of the Roof System Replacement and Repairs Bid # 2022-68 to L. Marshall, Inc in the amount of \$748,800.00 and their unit process as listed in the bid summary attached at the December 15, 2021, Regular Board meeting.

DR/jk

**Huntley Community School District 158 Bid Tally**  
**Roof Systems Replacement Bid # 2022-68 Bids Opened - November 16, 2022 @ 2:30 pm**

Huntley High School									Bid	Unit Prices			
Bidder	Bid Bond	Addendum 1 & 2	Cert Comp Drug Free Workplace	Certificate of Eligibility to Bid	Certificate of IDHR	Certificate of IL. Prevailing Wage	Hold Harmless Agreement	Reference List	All work as specified in bid 2022-68 using an approved manufacturer's roof system	Removal and replacement of wet or deteriorated 1-1/2" thick flat stock insulation \$ Sq.Ft.	Removal and replacement of wet or deteriorated 2" thick flat stock insulation \$ Sq.Ft.	Removal and replacement of wet or deteriorated 3" thick flat stock insulation \$ Sq.Ft.	Removal and replacement of wet or deteriorated tapered insulation \$ Sq.Ft.
Adler Roofing	X	X	X	X	X	X	X	X	\$993,670.00	\$4.80	\$6.00	\$9.50	\$14.60
DCG Roofing	X	X	X	X	X	X	X	X	\$809,485.00	\$5.50	\$6.50	\$8.00	\$15.00
Elens & Maichin Roofing	X	X	X	X	X	X	X	X	\$948,200.00	\$5.75	\$6.25	\$6.75	\$7.50
L. Marshall, Inc.	X	X	X	X	X	X	X	X	\$748,800.00	\$6.00	\$7.00	\$8.00	\$13.00
Riddiford Roofing	X	X	X	X	X	X	X	X	\$761,404.00	\$7.00	\$9.00	\$11.00	\$11.00



# Huntley Community School District 158

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650 Dr. John Burkey Drive  
Algonquin, Illinois 60102  
(847) 659-6158 • [www.district158.org](http://www.district158.org)

DATE: December 15, 2022  
TO: Board of Education and Administration  
FROM: Doug Renkosik, Director of Operations & Maintenance  
RE: Boiler Make Up Air Units at Heinemann Middle School Bid #2022-38 (A)  
Board of Education, December 15, 2022  
Consent Agenda Item

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**Background:**

At the August 4, 2022 Committee of the Whole meeting, the Board of Education was presented a Ten Year look at physical plant deferred maintenance life cycle capital replacement projects. Included was a line item for work to be done in summer 2023 including installation of boiler preheat make-up air units at Heinemann Middle School.

A Bid Specification for this work was released on October 26, 2022.

Bids were opened on November 17, 2022.

A Letter of Recommendation from Wold Architects and Engineers and summary of the bids is attached.

**Recommendation:**

The Building and Grounds Committee met on December 1, 2022 and recommends the Board of Education approve the award of the Boiler Make Up Air Units at Heinemann Middle School Bid #2022-38 to Jensen's Plumbing and Heating at a cost of \$143,500.00 at their December 15, 2022, Regular Board Meeting.



**Doug Renkosik, Director of Operations and Maintenance**  
Huntley Community School District No. 158  
650 Dr. John Burkey Drive  
Algonquin, Illinois 60102

Re: Huntley Community School District No. 158  
Heineman Middle School Boiler Make-Up Air Units  
Commission No. 223091

Dear Doug:

We recommend the following be presented to the Board of Education.

On Thursday, November 17, 2022, at 2:30 p.m., bids were received from three (3) companies for the Boiler Make-Up Air Units project at Heineman Middle School. A bid tabulation is attached for your review. Jensen's Plumbing and Heating, Inc. from Woodstock, Illinois submitted the low base bid in the amount of \$143,500.00.

A scope review was conducted with Jensen's Plumbing and Heating, Inc. on November 21, 2022 and no concerns were noted. We recommend awarding the contract to Jensen's Plumbing and Heating, Inc. in the amount of \$143,500.00.

Sincerely,

Wold Architects and Engineers

A handwritten signature in black ink, appearing to read "M. Verdun", with a horizontal line extending to the right.

Matt Verdun | P.E. LEED AP  
Associate

Enclosures

cc: Roger Schroepfer, Wold  
Contract File (letter only)

KK/O:/SD/Huntley/223091/crsp/nov22



**Project Name: Hunlley Community School District No. 158  
Heineman Middle School Boiler Make-Up Air Units**

**BID TABULATION**

Commission No.: 223091  
Date: Thursday, November 17, 2022  
Time: 2:30 p.m.

Wold Architects and Engineers  
220 North Smith Street, Suite 310  
Palatine, Illinois 60067  
Phone: (847) 241-6100 Fax: (847) 241-6105

Bidders Name	Addendum Numbers	Bid Security	Base Bid	Remarks
Amber Mechanical Contractors, Inc. 11950 South Central Avenue Alsip, Illinois 60803 P: (708) 597-9700 F: (708) 597-5875	1	10%	\$177,770.00	
Helm Mechanical 900 Oakmont Lane, Suite 200 Westmont, Illinois 60559 P: (630) 891-3400 F: (630) 891-3401	1	10%	\$161,000.00	
Jensen's Plumbing & Heating, Inc. 670 East Calhoun Street Woodstock, Illinois 60098 P: (815) 338-1936 F: (815) 338-1987	1	10%	\$143,500.00	70

**Huntley Community School District 158**  
**Job Description – Van Driver**

**Job Title:** Van Driver  
**Department:** Transportation  
**Reports To:** Director of Transportation  
**FLSA Status:** Non-Exempt  
**Prepared by:** HESPA and Administration  
**Prepared Date:** December, 2022  
**Approved Date:** December 15, 2022

**Summary:**

**Essential Duties and Responsibilities** include the following; additional duties and responsibilities as needed to meet the healthcare needs of the school community:

- Must pass written exam at DMV for a Class B Endorsement 10 or less passenger van
- Road test at DMV for
  1. Under hoods
  2. Pre-trips
  3. Skills
  4. Behind the Wheel
- Take the 8 hours Initial class through the Regional Superintendent Office
- Complete the Map 21 federal guideline program
- Pass an IDOT physical examination
- Drive daily routes and / or approved trips, as assigned, and transport only authorized students and passengers.
- Drive daily routes and / or approved trips, as assigned, and transport only authorized students and passengers.
- Perform daily pre-trip inspection of both the outside and inside of assigned vehicle. Maintain cleanliness of the assigned vehicle, and keep free of debris.
- Maintain order and control while driving, and correct student behavior. Report students to the Principal and transportation office, when necessary
- Regulate heating, lighting, and ventilating systems for passenger comfort
- Comply with local traffic regulations, and school district guidelines
- Other duties may be assigned

**Qualifications:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactory. The requirements listed below are representative of the knowledge, skill, and/or ability required.

**Education and/or Experience:**

High school diploma or equivalent preferred.

**Language Skills:**

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of employees of organization.

**Mathematical Skills:**

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

**Reasoning Ability:**

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

**Huntley Community School District 158**  
**Job Description – Van Driver**

**Computer Skills:**

To perform this job successfully, an individual should have knowledge of Microsoft and Google applications. Computer literacy and competency in use of existing technology

**Certificates, Licenses, Registrations:**

Valid Illinois Driver's License and any other requirements

**Physical Demands: Physical Demands:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The employee must occasionally lift and/or move up to 50 pounds. The ability to sit or stand for long durations.

**Work Environment:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment varies.

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**Employee Signature**

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**Date**



# Huntley Community School District 158

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650 Dr. John Burkey Drive  
Algonquin, Illinois 60102  
(847) 659-6158 • www.district158.org

Date: December 15, 2022  
To: Human Resources Committee and Administration  
From: Adam Zehr, Assistant Superintendent for Human Resources  
Subject: Perspectives LTD (Employee Assistance Program): Consulting Agreement and Business Associate Agreement

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## Overview

Huntley Community School District 158 has utilized Advantage Behavioral Health (ABH) as their Employee Assistance Program (EAP) for over the past 7 years. The District was recently notified that Advantage Behavioral Health will be closing on December 31, 2022. Due to this closure, the District is looking to form a new partnership with Perspectives LTD in order to provide EAP services for our employees. The transition will provide District #158 employees with a more robust platform to access services both in-person and remotely.

### ABH

- Annual Cost 2016 - 2022: \$11,820

### Perspectives LTD

- Annual Cost 2023: \$15,912
- Employees and family members are allowed 6 sessions per “issue” at no cost
- Therapists available in-person, remotely, and via text
- Access to the WorkLife Online Portal
  - Live Chat feature
- Access to the phone App

## Recommendation

Seeking approval of the Board as presented.

## CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is made and entered into as of the 8<sup>th</sup> day of November, 2022, by and between PERSPECTIVES LTD. an Illinois corporation, ("Perspectives") and by Huntley Community School District 158.

Perspectives is a consulting firm that provides services related to the development, implementation, and management of Employee Assistance Programs ("EAPs") and WorkLife services; and

Client intends to implement an integrated EAP & WorkLife program; and

Client desires to retain Perspectives to perform certain services and Perspectives desires to perform such services, all upon the terms and conditions set forth herein;

In consideration of the premises set forth above, the promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Perspectives agree as follows:

1. **Term.** Unless sooner terminated as hereinafter provided, the term of this Agreement (the "Term") will consist of an initial term and any extension terms. The initial term (the "Initial Term") will be for **one (1) year**, commencing on January 1, 2023, and ending on December 31, 2023. The Initial Term shall be extended automatically from year-to-year thereafter (each such extension being called an "Extension Term"), provided, however, that either party may terminate the Agreement (a) at any time, upon ten (10) days' written notice, by reason of a material breach of this Agreement by the other party, which breach has not been cured within thirty (30) days of written notice of such breach, or (b) upon ninety (90) days written notice prior to the commencement of any Extension Term.
2. **Services of Perspectives.** During the Term, Perspectives will provide the following EAP and WorkLife services to Client:
  - a. Implementation Services to be provided in the Initial Term:
    - i. Program design services, which will include the development of policies and procedures for the implementation and ongoing promotion of the EAP & WorkLife program as well as a benefit review to ascertain coverage for cases needing referral.
    - ii. Preparation of a letter describing EAP and WorkLife services that is to be sent by Client to each employee of Client at his or her home address.
    - iii. Design and delivery of an E-Mail Program Announcement flyer.
    - iv. Customized Client Features Page at Perspectives Online, with EAP Orientation video
    - v. Unlimited brochures, posters and wallet cards for program promotion.
  - b. Onsite Organizational and Ongoing Program Promotion Services – for each contract year, Perspectives will provide:
    - i. Unlimited posters, brochures and wallet cards for program promotion.
    - ii. The following emailers:

1. Monthly Perspectives EAP emailer
  2. Monthly Electronic Employee Flyer with embedded link to our WorkLife Online site's monthly feature
  3. Monthly Electronic HR Newsletter
  4. Monthly Electronic *Frontline Supervisor* newsletter
- iii. Onsite initial supervisory training, initial employee orientations, ongoing seminars and attendance at health fairs at a rate of \$300.00 per hour, \$200.00 per hour if webinar. Critical Incident Stress Debriefing (CISD) is available at a rate of \$350.00 per hour.

c. Services to Employees, Families and Significant Others:

- i. Perspectives will provide 24-hour, toll-free access to its master's level staffed Call Center for assessment, supportive guidance and appointment scheduling.
- ii. Perspectives will provide its EAP App "SPARK" providing direct single button phone access to our Call Center, targeted content, self-help material and instant messaging capability.
- iii. Perspectives will provide assessment and/or short-term counseling services or referral to treatment services for Client employees, their spouses, dependents and significant others (collectively referred to as "Client Participants"). Perspectives assessment and/or short-term counseling services will be conducted in up to six (6) sessions per Participant. Brief problem-resolution counseling will be provided to those Participants for whom, in the sole discretion of Perspectives, such counseling will be effective. Referrals for treatment, when necessary, will be made to pre-screened providers and will be coordinated with the Client's insurance when appropriate.
- iv. Perspectives will monitor and provide follow-up services to all Client Participants for up to one (1) year after the initial meeting of the Participant with Perspectives unless and until the participant submits a request to cease services.
- v. Perspectives will cause to be provided by work/life contractors ("Work/Life Contractors") services as follows:
  1. Client Participants will have access to the following WorkLife Online services:
    - a. Perspectives *WorkLife Online* will provide access to articles, videos, webinars, links and FAQs in the following areas: Health & Wellness, Family, WorkLife, Legal/Financial, Emotional Well Being and the Workplace.
    - b. Perspectives *WorkLife Online* will also provide:
      - i. A customizable Online Features Page, including an EAP Orientation Video.
      - ii. Searchable databases in adoption, autism, child care, elder care, education, pet care, camps, tutoring
      - iii. Monthly WorkLife Webinars
      - iv. Resilience Journey – interactive resilience training

- v. Smoking Cessation – self guided program
  - vi. Interactive health assessments
  - vii. Health videos
  - viii. Dietician recipes
  - ix. NOLO Legal Forms
  - x. Financial Calculators
  - xi. Interactive Skill Building tutorials
2. Client Participants will have access to the following WorkLife Telephonic services:
- a. WorkLife: access with degreed WorkLife Consultants for consultation and resource identification in adoption, autism, child care, elder care, education, pet care, camps, tutoring
  - b. Convenience Services: Referrals to convenience services such as Community Education, Fitness, Home Repairs, House Cleaning, Organizer Services, Pet Obedience Training, Relocation/Moving, Veterinarians, Yoga Classes
  - c. Career/Work: access to Career Coaches for two, thirty (30) minute sessions to explore career issues
  - d. Nutrition: access to Nutritionists and Registered Dieticians with an initial consultation included
- vi. Client Participants will have access to Legal/Financial services, which will offer the following:
- 1. Legal: Call Center access to Attorneys for free phone consultation and referral to attorneys for free thirty (30) minute in- person consultation and 25% fee discount
  - 2. Financial: Call Center access to Financial Counselors and Consumer Credit Care Counselors for phone consultation for college/retirement planning, budgeting, debt/bankruptcy
  - 3. Identity Theft: Call Center access to Fraud Resolution Specialists for free one (1) hour phone consultation and development of an Emergency Response Kit to dispute fraudulent charges
- d. HR/Management Consultation :
- i. Upon the request of a Client supervisor, Perspectives will consult with the supervisor concerning the problems of an individual employee and make recommendations to the supervisor as to how to encourage the employee to

participate in the EAP, if Perspectives determines such participation in the EAP is appropriate or advisable.

e. Additional Services:

- i. Perspectives will submit its standard report on the utilization of the EAP & WorkLife services on an annual basis.
- ii. Perspectives will assign an Account Manager to coordinate the administrative activities of EAP and WorkLife services.
- iii. Performance of any and all services outside the scope of this Agreement that are requested by Client, will be subject to the sole discretion of Perspectives. Should Perspectives agree to perform requested additional services, Client shall be notified and must approve additional services, in writing, prior to the provision of additional services. Where the parties have agreed to such, the cost of the additional services shall be mutually agreed to. For purposes of this provision, e-mail is sufficient to confirm costs.

3. Compensation.

- a. For the services provided for in Section 2 of this Agreement, during the Initial Term, Client agrees to pay Perspectives a fee of **\$1.02 per employee per month** based on current employee census. During the first month of the Initial Term, the fee shall be based upon an employee census of **1,300**.
- b. For the services provided for in Section 2 of this Agreement, for the First Extension Term, and thereafter for each additional Extension Term, Client and Perspectives shall negotiate in good faith as to the fee that Client shall pay Perspectives for each such Extension Term. Any change in the fee for the First Extension Term and any Extension Term thereafter will be memorialized in a written amendment to this Agreement, signed by authorized representatives of Perspectives and Client.
- c. Should the Client want to produce a tailored brochure or wallet card, Client shall promptly reimburse Perspectives for all pre-approved printing expenses incurred on behalf of Client in printing said tailored brochure. Other materials are customizable at no expense to the Client.
- d. Within ten (10) days of the beginning of each month during the Term, Perspectives will submit to Client an invoice for the month equal to the rate under section 3a. In addition, the statement will include the expenses, if any, Perspectives incurred during the prior month on Client's behalf, as well as costs associated with the provision of requested, additional services. Client shall pay Perspectives the fee for the forthcoming month and the expenses, if any, for the prior month, as listed on the statement, within ten (10) days after Client receives the statement.
- e. Perspectives reserves the right to terminate the provision of services if payment is delayed for an unreasonable amount of time.
- f. Payment by Client shall not be conditioned upon Client's approval of the provision of certain services or recommendations provided to any specific participant.

4. Additional Obligations of Client.

- a. In addition to Client's obligations under Section 3 of this Agreement, Client shall:
- i. provide a positive endorsement of the EAP and WorkLife services to supervisors, employees, and their families;
  - ii. promptly notify Perspectives of any complaints about EAP or Work/Life services and assist in their investigation and resolution; and
  - iii. provide Perspectives with an updated employee census count by the end of each quarter.

5. Confidentiality. The parties recognize and agree that the EAP and WorkLife records of Participants are confidential and shall not be disclosed to any individual or entity, including Client, without the written consent of the Participant. The EAP records of Participants shall be retained by Perspectives. This Consulting Agreement expressly adapts and incorporates herein all terms and provisions of the Business Associate Agreement between Perspectives and Client as attached.

6. Location and Timing of Services.

- a. Orientation, training sessions, seminars, and supervisory consultations will be held at locations reasonably designated by Client at times mutually agreed upon by Client and Perspectives.
- b. Assessment and referral services will be provided at the offices of Perspectives or its affiliates or at any other site that Perspectives designates.

7. Payment for Referral Services. The costs of any and all services performed by community resources are not the responsibility of Perspectives.

8. Solicitation of Employees. During the Term, and for a period of twelve (12) months after its termination for any reason, Client shall not induce, influence, or cause, or seek to induce, influence, or cause, any person who is engaged by Perspectives as an employee to terminate his or her employment with Perspectives, or, directly or indirectly, employ or engage, or solicit for employment or engagement, or advise or recommend to any other person or entity that such person or entity employ or engage or solicit for employment or engagement, any person employed by Perspectives during any portion of the Term.

9. Insurance.

- a. Perspectives agrees to maintain professional liability insurance in the amounts of \$1 million per occurrence, \$3 million dollars aggregate.
- b. Perspectives further agrees to indemnify, defend, and hold harmless Client from and against any claim, loss, damage, liability, cost or expense, including reasonable attorneys' fees, arising out of and to the extent of any act, error, or omission of Perspectives in the performance of this Agreement.
- c. Client agrees to indemnify, defend, and hold harmless Perspectives from and against any claim, loss, damage, liability, cost or expense, including reasonable attorneys' fees, arising out of and to the extent of any act, error, or omission of Client in the performance of this Agreement, except for any loss which is paid by insurance.



as an attribution of drafting to either party. Whenever the context so requires, the singular shall include the plural and vice versa. All words and phrases shall be construed as masculine, feminine or neuter gender, according to the context. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

- d. **Severability.** Whenever possible, each provision of this Agreement shall be construed and interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application thereof to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or any other provision of this Agreement or the application of such provision to other parties or circumstances.
- e. **Entire Agreement.** All discussions, correspondence, understandings, and agreements heretofore had or made between the parties are superseded by and merged into this Agreement, which alone fully and completely expresses the agreement between the parties relating to its subject matter, and the same is entered into with no party relying upon any statement or representation made by or on behalf of any party not embodied in this Agreement. Any modification of this Agreement may be made only by a written agreement signed by both of the parties to this Agreement. Sections 5, 8, 9(b), and 9(c) shall survive the termination of this Agreement or its Term.
- f. **Choice of Law.** This Agreement shall be governed in all respects by the laws of the State of Illinois applicable to agreements made and to be performed entirely within the State of Illinois, without regard to the conflicts of laws principles of the State of Illinois or any other state.
- g. **No Third-Party Beneficiaries.** This Agreement shall not, in any manner whatsoever, confer any rights upon or increase the rights of any third-party.
- h. **Force Majeure.** Neither party will be responsible for delays or failures of performance resulting from acts beyond the control of such party. Such acts include acts of God, strikes, lockouts, riots, acts of war, epidemics, government regulations superimposed after the fact, fire, communication line failures, power failures, epidemics, earthquakes, floods, tornadoes, hurricanes, acts of terrorism, other disasters, or failure or inability of third-party contractors to provide services. Such delays or failures do not include failure to pay invoices when due.
- i. **Authority.** The parties represent and warrant to each other that they have read this Agreement in its entirety, that they understand the terms of this Agreement and understand that the terms of this Agreement are legally enforceable, that they have had ample opportunity to negotiate with each other with regard to all of its terms, that they have entered into this Agreement freely and voluntarily, that they intend to and shall be legally bound by this Agreement, and that they have full power, right, authority, and competence to enter into and execute this Agreement.
- j. **Counterparts.** This Agreement may be executed in any one or more counterparts, each of which shall constitute an original, no other counterpart needing to be produced, and all of which, when taken together, shall constitute but one and the same instrument.
- k. **No Guarantee.** Perspectives cannot guarantee any specific level of performance or results. To the extent that examples of previously obtained results or performance levels are used,

shared, or disseminated, they shall be construed as marketing tools and are for demonstrative purposes only and should not be considered a promise to achieve the same level of performance or result in any particular case.

IN WITNESS WHEREOF, the parties have read and voluntarily signed this Agreement.

Huntley School District 158

PERSPECTIVES, LTD.

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

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

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

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

# BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is made and entered into between **Huntley School District 158** (the "Company") and **PERSPECTIVES, LTD.** ("Business Associate" or "BA").

## RECITALS

Company is a "covered entity" within the meaning of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), the standards for the Privacy of Individually Identifiable Health Information ("Privacy Rule"), the standards for the Security of Electronic Protected Health Information (the "Security Rule") and the Breach Notification Rule promulgated by the United States Department of Health and Human Services ("DHHS") pursuant thereto.

BA provides Employee Assistance Program services to Company, which services necessarily involve the access to, generation of, use of, maintenance of, or disclosure of health information that identifies individual patients ("Protected Health Information" or "PHI") some of which is in electronic form ("Electronic Protected Health Information" or "E PHI"). Accordingly, BA is a business associate of Company pursuant to HIPAA, HITECH, the Privacy Rule, the Security Rule and the Breach Notification Rule.

Company is obligated by HIPAA, HITECH, the Privacy Rule and the Security Rule to obtain "satisfactory assurances" from its business associates as a precondition to permitting a business associate to access, generate, use, maintain, or disclose PHI and E PHI on its behalf or in the course of performing services for it.

For the foregoing reasons, Company and BA desire to enter into an agreement that complies with all the requirements of HIPAA, HITECH, the Privacy Rule and Security Rule regarding business associate "satisfactory assurances."

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, Company and BA agree as follows:

### 1. DEFINITION OF TERMS

a. Any terms used in this BAA that are defined in HIPAA, HITECH, the Privacy Rule, the Security Rule, or the Breach Notification Rule shall have the same meaning when used in this BAA as they have in HIPAA, HITECH, the Privacy Rule, the Security Rule and the Breach Notification Rule.

b. Any and all PHI that is created or received by Company and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display, by Company or its operating units to BA, or is created, used, accessed, maintained, transmitted, disclosed, or received by BA on Company's behalf shall be subject to this BAA.

### 2. OBLIGATIONS OF BUSINESS ASSOCIATE

a. BA is authorized to access, generate, maintain, use, disclose or transmit PHI and E PHI only as necessary and appropriate to perform the following services as defined in the Consulting Agreement on behalf of or for Company, or as described in a services agreement between BA and Company dated

January 1, 2023.

- b. BA may not use or disclose PHI in a manner that would violate the Privacy Rule if done by Company, except for the specific uses and disclosures set forth below.
- c. Except as otherwise limited in this BAA, BA may also use PHI and EPHI for the proper management and administration of BA or to carry out the legal responsibilities of BA, and as required by law. BA may also use PHI and EPHI received from or pertaining to Company to de-identify the PHI or EPHI in any manner permitted by the Privacy Rule and the Office of Civil Rights guidelines regarding de-identification. Once de-identified, BA may use this data for any purpose since it is no longer PHI protected by HIPAA, HITECH, the Privacy Rule, the Security Rule, or the Breach Notification Rule.
- d. BA shall not use or further disclose PHI and EPHI other than as permitted or required by this BAA or as required by law. BA acknowledges that it is obligated to independently comply with the Security Rule, certain provisions of the Privacy Rule as mandated by HITECH and the Privacy Rule, and the Breach Notification Rule, and that it may be directly liable to the government for fines and other sanctions imposed by DHHS, and the State Attorney General for non-compliance.
- e. BA agrees to use appropriate safeguards to prevent use or disclosure of PHI and EPHI other than as provided for by this BAA. BA further agrees to implement the requirements of the Security Rule to protect EPHI in its possession, including implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of Company. "Appropriate Safeguards" include, but are not limited to, physical, administrative and technical safeguards such as locking cabinets or rooms where PHI is housed, using computer passwords or other security measures to prevent unauthorized access to PHI in electronic format, providing encryption or comparable protection for EPHI at rest and in motion, implementing policies and procedures describing authorized access and use for BA's work force, and human resources policies and procedures to enforce these rules.
- f. In making a permitted or required use or disclosure of PHI or EPHI, BA shall comply with Company's minimum necessary requirements stated in Company's policies and procedures.
- g. BA agrees to perform such activities as are necessary or appropriate to mitigate, to the extent practicable, any harmful effect that is either independently known to BA or brought to BA's attention by Company, as a result of a wrongful use or disclosure of PHI or EPHI by BA. This obligation is in addition to the obligations stated in paragraph 2.g of this BAA.
- h. BA agrees to report to Company any use or disclosure of PHI or EPHI in violation of this BAA. BA further agrees to report to Company any security incident regarding EPHI of which it becomes aware. Without limiting the generality of the foregoing, BA agrees to notify Company of any Breach (as that term is defined in HITECH and the Breach Notification Rule) of unsecured PHI or EPHI that BA discovers or should have discovered. BA shall provide such notification of a Breach within five (5) business days of the date upon which it discovered the Breach. BA shall provide to Company the name, address, telephone number, and email address of each individual affected by a Breach, along with a description of the data involved in the Breach, a description of how the Breach occurred, and a description of all internal steps that the BA has taken to prevent a future similar Breach. BA shall cooperate with Company in the preparation and distribution of notices of the Breach to the affected individuals, and with providing notice to DHHS and media outlets as required by HITECH and the Breach Notification Rule.
- i. BA agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains,

or transmits PHI or EPHI received from, or created or received by BA on behalf of Company, agrees to the same restrictions and conditions that apply through this BAA to BA, including that each such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect EPHI. BA shall accomplish this by executing a proper Business Associate Agreement with each such subcontractor, as described in the Privacy Rule, that is at least as stringent as this BAA. BA further agrees that no subcontractors from foreign countries will be used, without the prior express written consent of the Company.

j. BA agrees to notify Company within five (5) business days of receipt of a request by an individual for access to the individual's PHI or EPHI. Once Company has determined that the individual is entitled to access to the requested PHI or EPHI pursuant to the Privacy Rule and so notifies BA (whether the individual's request was first made to BA or directly to Company), then BA shall provide access to PHI and EPHI in a Designated Record Set to an individual or to an individual's designee with respect to EPHI, in order to meet the inspection and copying requirements of the Privacy Rule. If the Company determines that the individual is not permitted access to PHI or EPHI pursuant to the Privacy Rule, then BA shall take such action as the Company requests in order to satisfy the Company's obligations under the Privacy Rule for denied requests for access.

k. In the event that BA receives a request from a third party for PHI, BA will immediately notify Company in writing of said request and provide reasonable assistance to Company in responding to said request in a timely fashion so as to permit Company to respond to the request within the time limits imposed under the HIPAA standards. BA will withhold access to PHI that is subject to a subpoena, pending the resolution of judicial proceedings by the Company to resist efforts to obtain access to PHI and will resist in judicial proceedings any efforts to obtain access to PHI unless access is expressly authorized by the individual whose records are being requested, court order, or other legal mandate.

l. BA agrees to notify Company within five (5) business days of receipt of a request by an individual to amend the individual's PHI or EPHI. When notified by Company that Company has agreed to an individual's request for an amendment to the individual's PHI or EPHI, BA shall make the amendment(s), and incorporate such amendments into the PHI and EPHI in its possession. If Company does not agree to a requested amendment, BA shall take such action as Company requests in order to satisfy Company's obligations under the Privacy Rule for denied requests for amendment.

m. To the extent that BA is required pursuant to this BAA to carry out one or more of Company's obligations under the Privacy Rule, BA shall comply with the requirements of the Privacy Rule applicable to the Company's performance of such obligation.

n. BA agrees to make its internal practices, books, and records relating to its use and disclosure of PHI and EPHI available to the Secretary of DHHS (or his/her designee), for purposes of the Secretary of DHHS (or his/her designee) determining Company's and the BA's compliance with HIPAA, HITECH, the Privacy Rule, the Security Rule, and the Breach Notification Rule, or for purposes of private Company auditing and monitoring of BA's performance.

o. BA agrees to document all disclosures of PHI and EPHI and information related to such disclosures as would be required for Company to respond to a request by an individual for an accounting of disclosures of PHI and EPHI in accordance with the Privacy Rule and HITECH. Within five (5) days of Company's request, BA shall provide to Company the information so collected to permit Company to respond to a request by an individual for an accounting of disclosures of PHI and EPHI. To the extent that BA holds PHI or EPHI from an Electronic Health Record used by Company, BA further agrees to provide to

a requesting individual an accounting of disclosures of EPHI it has made, including an accounting of disclosures for treatment, payment and health care operations during the three years prior to the individual's request. If an individual makes a request for an accounting of PHI or EPHI directly to BA in circumstances in which BA does not hold EPHI from an EHR, then BA shall notify the Company of the request within five (5) days of receiving the request from the individual and provide the Company with the information about disclosures that BA has documented, in the same manner as if the individual's request was made directly to the Company.

p. BA agrees to honor any restriction on the use or disclosure of PHI or EPHI that Company agrees to, provided that Company notifies BA of such restriction, and such restriction does not interfere with the provision of services BA has been contracted to perform.

q. BA shall establish specific procedures and mechanisms to implement BA's obligations pursuant to HIPAA, HITECH, the Privacy Rule, the Security Rule, the Breach Notification Rule, and this BAA.

r. BA shall require each member of its work force that has contact with PHI and EPHI in the course of providing services to Company to sign a statement indicating that the work force member has read this BAA, understands its terms, and agrees to abide by them, including without limitation, the obligation not to use or disclose PHI and EPHI except as necessary and appropriate to carry out the services being performed by BA for or on behalf of Company.

s. If BA and Company are also a party to any other agreement, any use or disclosure of PHI by BA must be consistent with such agreement. In the event of any inconsistency between this BAA and the provisions of any other agreement between the parties, the terms of this BAA shall govern.

### 3. OBLIGATIONS OF COMPANY

a. Company shall provide BA with the notice of privacy practices and minimum necessary policy that Company produces in accordance with the Privacy Rule, as well as any changes to such notice or policy.

b. Company shall notify BA of any restriction to the use or disclosure of PHI and EPHI that Company has agreed to in accordance with the Privacy Rule, to the extent that such restriction may affect BA's use or disclosure of PHI.

c. Company shall notify BA of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect BA's use or disclosure of PHI.

d. Company shall not request BA to use or disclose PHI or EPHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Company, except for uses of PHI for the proper administration and management and legal responsibilities of BA or as required by law.

### 4. TERM AND TERMINATION

a. The term of this BAA shall commence on the effective date of the Consulting Agreement and shall continue conterminously with the term of all services being performed by BA for or on behalf of Company that necessarily and routinely involve PHI and EPHI, unless sooner terminated in accordance with paragraph 4.b hereof.

b. **For Cause.** If either party fails to perform any material obligation pursuant to this Agreement, and (i) cure of the failure to perform the material obligation is possible and continues for a period of

fifteen (15) days after the breaching party is notified in writing by the non-breaching party of said failure to perform, or (ii) cure is not possible, then the non-breaching party may terminate this BAA immediately by written notice of same to the breaching party. Company, if the non-breaching party, may also terminate any other agreement between the parties that involves the use or disclosure of PHI, in the event that BA fails to perform any material obligation pursuant to this Agreement.

i.

c. In addition to the termination for cause provisions stated in paragraph 4.b this BAA may also be terminated in any of the following circumstances:

i. The services relationship between BA and Company is terminated for any reason;

ii. The provisions of HIPAA, HITECH, the Privacy Rule or the Security Rule are amended, modified or changed such that this BAA is no longer mandated;

iii. By the mutual agreement of Company and BA, with the party originally seeking termination providing thirty (30) days written notice to the other party, and provided that if the services relationship continues to require BA to access, use, generate, maintain, disclose or transmit PHI or EPHI, a new BAA between Company and BA must be substituted.

d. Effect of Termination.

i. Except as provided in paragraph 4.d.ii upon termination of this BAA for any reason, BA shall return or destroy all PHI and EPHI received from Company, or created or received by BA on behalf of Company. This provision shall apply to PHI and EPHI that is in the possession of subcontractors or agents of BA. BA shall retain no copies of PHI or EPHI.

ii. In the event that BA believes that returning or destroying PHI or EPHI is infeasible, BA shall provide to Company an explanation of the conditions that make return or destruction infeasible. Upon Company's concurrence that return or destruction of PHI or EPHI is infeasible, BA shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI and EPHI to those purposes that make the return or destruction infeasible, for so long as BA maintains such PHI or EPHI.

iii. If this BAA is terminated and not immediately replaced with a substitute Business Associate Agreement, and if the Privacy Rule and/or the Security Rule in effect at that time continues to mandate the execution of a Business Associate Agreement between covered entities and their business associates, then the services relationship between BA and Company shall immediately terminate simultaneously with termination of this BAA, to the extent that BA's services continue to necessarily and routinely involve access, use, generation, maintenance, disclosure or transmission of PHI or EPHI.

## 5. GENERAL PROVISIONS

a. BA agrees that the terms and conditions of this BAA shall be construed as a general confidentiality agreement that is binding upon BA even if it is determined that BA is not a business associate as that term is used in HIPAA, HITECH, the Privacy Rule or the Security Rule.

b. Company and BA shall not be deemed to be partners, joint ventures, agents or employees of each other solely by virtue of the terms and conditions of this BAA. BA is an independent contractor of Company for all purposes, including the application of the federal common law.

c. This BAA shall not be modified or amended except by a written document that is signed by both parties. Company and BA agree to modify or amend this BAA if HIPAA, HITECH, the Privacy Rule, the Security Rule, or the Breach Notification Rule change in a manner that affects the terms and conditions of this BAA, or the obligations of covered entities and/or business associates.

d. All notices, requests, consents, and other communications required or permitted under this BAA shall be in writing and signed by the party giving notice, and shall be deemed to have been given when hand-delivered by personal delivery, or by Federal Express or similar courier service, or when transmitted by facsimile, or three (3) business days after being deposited in the United States mail, registered or certified mail, with postage prepaid, return receipt requested, addressed as follows:

If to the Client:                    Huntley School District 158  
650 John Burkey Drive  
Algonquin, IL 60102  
Attention: Adam Zehr

If to Perspectives:                20 N. Clark, Suite 2650  
Chicago, IL 60602  
Attention: Bernie Dyme,  
President & CEO

Or to such other address as either party may designate for itself by notice given to the other party from time to time in accordance with the provisions of this Agreement.

e. No waiver of any provision of this BAA, including this paragraph, shall be effective unless the waiver is in writing and signed by the party making the waiver.

f. This BAA is entered into solely for the benefit of the parties, and is not entered into for the benefit of any third party, including without limitation, any patients of Company or their legal representatives.

g. This BAA is not assignable or delegable without the express advance written consent of the party not seeking to assign or delegate.

h. This BAA shall be governed by and construed in accordance with the laws of the United States of America and the laws of the state of Illinois. This BAA shall be interpreted and construed so as to render it compliant with HIPAA, HITECH, the Privacy Rule, the Security Rule, and the Breach Notification Rule.

i. A reference to a section in the HIPAA rules means the section as in effect or as amended.

j. If any provision of this BAA is determined by a court of competent jurisdiction to be invalid or unenforceable, this BAA shall be construed as though such invalid or unenforceable provision were omitted, provided that the remainder of this BAA continues to satisfy all of HIPAA, HITECH, the Privacy

Rule, and the Security Rule requirements for a business associate agreement. If it does not, then the parties shall immediately renegotiate this BAA so that it does comply with the requirements of HIPAA, HITECH, the Privacy Rule, and the Security Rule or terminate this BAA and the service relationship between the BA and Company to the extent that BA's services necessarily and routinely involve access, use, generation, maintenance, disclosure or transmission of PHI or EPHI.

k. This BAA contains the entire agreement between the parties pertaining to this subject matter, and supersedes all prior understandings, whether written or oral, regarding the same subject matter.

l. The provisions of this BAA dealing with breach notification, the construction of this BAA as a general confidentiality agreement, and BA's obligations to return or destroy PHI and EPHI upon termination shall survive the termination of this BAA for any reason.

IN WITNESS WHEREOF, the parties have executed this Business Associate Agreement on the 8<sup>th</sup> day of November, 2022.

COMPANY WITNESS  
Huntley School District 158

By: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

BUSINESS ASSOCIATE WITNESS  
PERSPECTIVES, LTD.

By: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_



# Huntley Community School District 158

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650 Dr. John Burkey Drive  
Algonquin, Illinois 60102  
(847) 659-6158 • [www.district158.org](http://www.district158.org)

To: Board of Education and Administration

From: Mark Altmayer, Chief Financial Officer

Date: December 15, 2022

Subject: **Transportation Department – Minivan Purchase**  
Board of Education Meeting, December 15, 2022

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As discussed at the previous board meeting, for the past year, the District has been in search of minivans to replace several of our older minivans in the Transportation Department. Within our current fleet, the District has 5 minivans, ranging from model year 2002 to 2014, all of which have extremely high mileage.

During the month, we found a dealer that has new inventory of 2022 Chrysler Hybrid Pacifica Minivans ready for purchase. After working with the General Manager, he has agreed to sell these vehicles at Invoice, less holdback, which is significantly better than all of the other dealers I contacted. See pricing below.

Please note, that in prior years we have purchased utilizing the State Contract. However, since the pandemic, combined with the automotive supply chain shortage, there is no State contract, and most dealers are selling vehicles at MSRP. As such, I am bringing this opportunity to the Board for approval at tonight's board meeting to take advantage of the pricing and availability of vehicles.

**The Pacifica is a hybrid electric plug in vehicle that continues to provide a focus on operational efficiency and sustainability, while reporting 82 miles per gallon in fuel efficiency. The vehicles also carry a lifetime power train warranty.**

In addition, since 2010, all-electric and plug-in hybrid cars purchased may be eligible for a federal income tax credit of up to \$7,500. Recent guidance regarding the availability of this credit notes that if you purchase and take possession of a qualifying electric vehicle *after* August 16, 2022 and *before* January 1, 2023, final assembly of the vehicle had to be completed in North America. The Department of Energy has provided a list of Model Year 2022 and early Model Year 2023 electric vehicles that meet the final assembly requirement. Per review of this list, the Chrysler Hybrid Pacifica Hybrid is on this list and available for the full \$7,500 credit. As such, the District will go through the necessary process to claim this rebate as appropriate.

Although more expensive than some of the other minivans on the market, the savings associated with the hybrid, the Federal rebate of \$7,500, as well as the warranty over the vehicle's life makes this vehicle very attractive for our fleet.

For your review I have attached documentation that includes information regarding the vehicle as well as the warranty.



# Huntley Community School District 158

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650 Dr. John Burkey Drive  
Algonquin, Illinois 60102  
(847) 659-6158 • [www.district158.org](http://www.district158.org)

At this time, the District will not be trading in any of our current minivans as we will be utilizing a few of them and will take the remaining minivans to auction, yielding a higher return versus a trade-in at the dealership.

## **Pricing**

Dealer invoice, less holdback equals \$46,981. After destination charges, title and license fees, the final amount due is 49,256.24 per vehicle.

## **Recommendation**

Administration recommends that the Board approve purchasing 5 Chrysler Pacifica Hybrid minivans for \$49,256.24 each at tonight's Board Meeting.

CHRYSLER



*2022 CHRYSLER PACIFICA*





## BEAUTIFUL EVOLUTION

As families' lives evolve, so do their demands for a vehicle that offers convenience and versatility.<sup>92</sup>

Chrysler invented the minivan and continues to innovate with the 2022 Chrysler Pacifica.

This home away from home gives access to state-of-the-art technology, space, efficiency, connectivity and sophisticated design — to help families live their best lives together with the most standard safety features in the industry.<sup>1\*</sup>

HYBRID

SAFETY

PERFORMANCE

DESIGN

TECHNOLOGY

COMFORT & CONVENIENCE

SPECS



# *ONE-OF-A-KIND HYBRID*



**ALIGNING OUR ECO-CONSCIOUS  
MISSION WITH YOURS.**

For a better future for your children today and grandchildren tomorrow, the Chrysler Pacifica's available plug-in hybrid powertrain offers the best of both worlds without having to sacrifice space for efficiency.

94

**AMERICA'S FIRST AND ONLY PLUG-IN  
HYBRID MINIVAN.**

2022 CHRYSLER PACIFICA HYBRID

32

ELECTRIC DRIVING  
RANGE<sup>2</sup>

520

TOTAL DRIVING  
RANGE<sup>3</sup>

82

MPGe<sup>4</sup>

## CHARGES IN AS LITTLE AS TWO HOURS.

The heart of the Chrysler Pacifica Hybrid is the 16kWh lithium-ion battery, delivering up to 32 miles<sup>2</sup> solely on zero-emission electric power, with a combined fuel economy of 82 MPGe<sup>4</sup> and a total driving range of up to 520 miles<sup>3</sup>.



From the visible-at-a-distance, five-point illuminated charging indicator located on the upper dash to the compatible smartphone app, the features found in the Pacifica Hybrid make keeping track of your charge status as simple as a glance.



*Properly secure all cargo.*

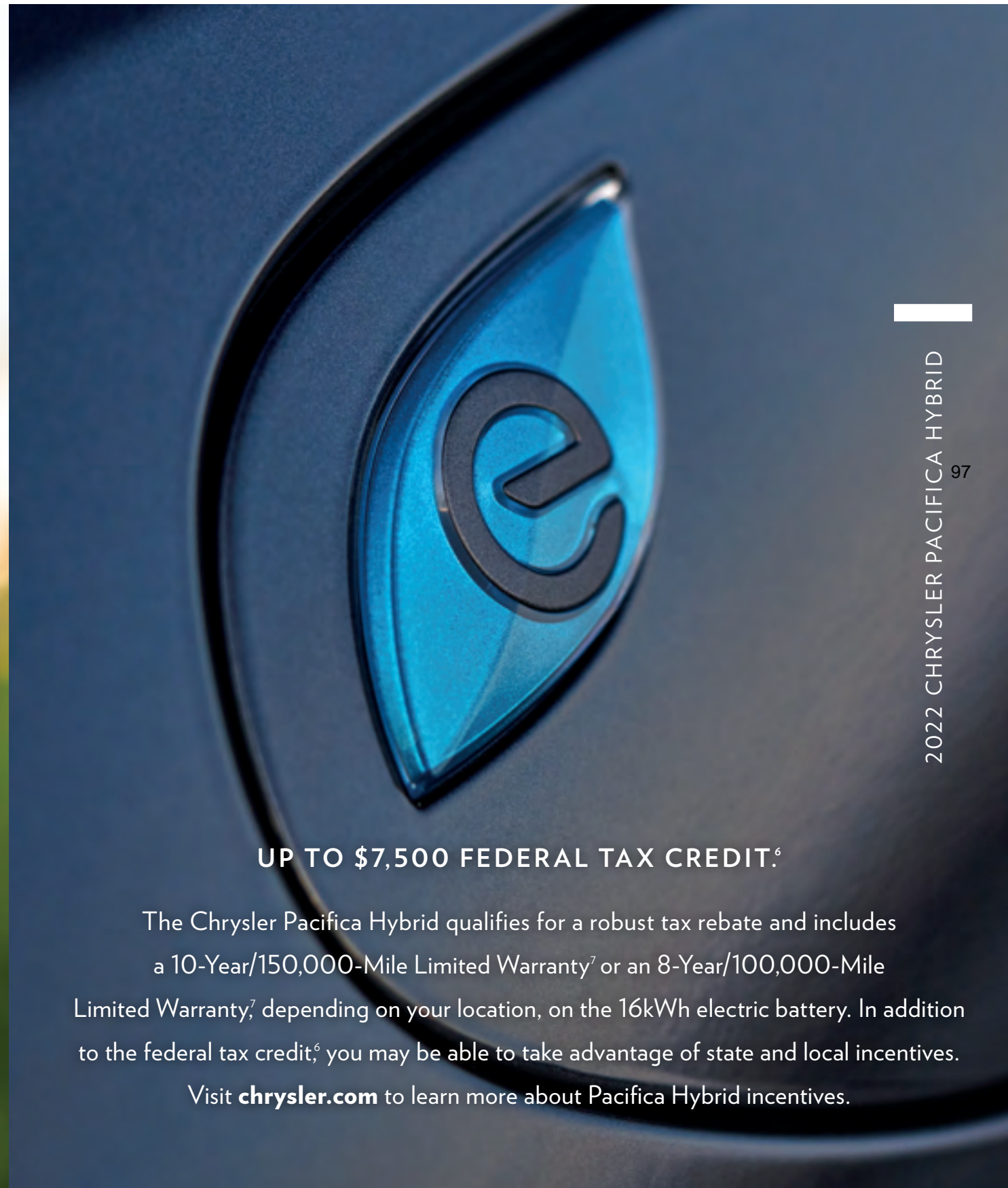


96



## THE MOST VERSATILE AND SPACIOUS PLUG-IN HYBRID.<sup>5</sup>

The Chrysler Pacifica Hybrid includes seating for seven, third-row Stow 'n Go<sup>®</sup> seating and storage with fold-in-floor seats, easily removable second-row seats, roomy compartments and convenient accessories, like available shopping bag hooks, to help keep all your items properly secured.



**UP TO \$7,500 FEDERAL TAX CREDIT.<sup>6</sup>**

The Chrysler Pacifica Hybrid qualifies for a robust tax rebate and includes a 10-Year/150,000-Mile Limited Warranty<sup>7</sup> or an 8-Year/100,000-Mile Limited Warranty<sup>7</sup>, depending on your location, on the 16kWh electric battery. In addition to the federal tax credit,<sup>6</sup> you may be able to take advantage of state and local incentives.

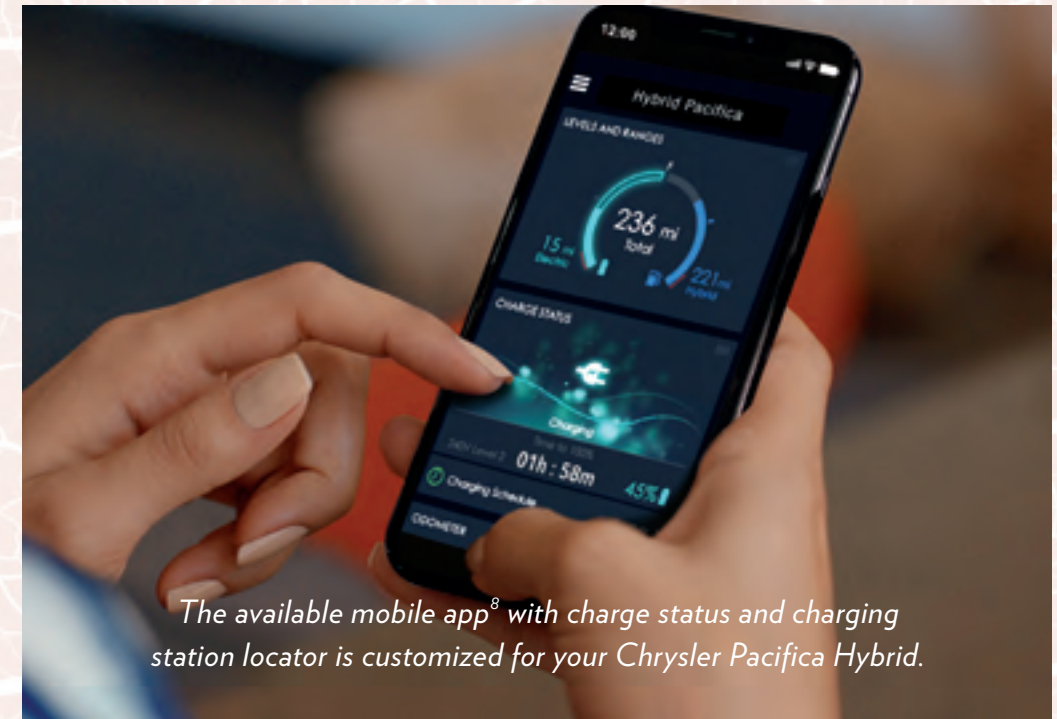
Visit [chrysler.com](https://www.chrysler.com) to learn more about Pacifica Hybrid incentives.

2022 CHRYSLER PACIFICA HYBRID

# *HYBRID MAX REGEN IS YOUR BUILT-IN eCOACH*

The standard new Hybrid Max Regen On/Off cluster message indicates increased energy efficiency while operating in low-gear range (L on shifter) as the electric battery charges during braking and certain driving dynamics — letting you know when you're optimizing the hybrid powertrain.





*The available mobile app<sup>8</sup> with charge status and charging station locator is customized for your Chrysler Pacifica Hybrid.*

**TAKE CHARGE OF YOUR RESOURCES.**

The Hybrid Electric Pages found in the standard Uconnect<sup>®</sup> 5 system provides vehicle information for Power Flow, Driving History and Charging Schedule. The system includes intuitive TomTom<sup>®</sup> Navigation<sup>9</sup> compatibility along with Dynamic Range Mapping, which displays your route's charge distance.



# *CHARGING MADE EASY*

We've teamed up with Qmerit to make installing a faster Level II charger<sup>10</sup> more convenient. With their certified electrification technicians and top-rated customer care specialists, Qmerit ensures your satisfaction at every step.

Getting powered up faster is as simple as parking in your own driveway with an available, simple-to-use smart-enabled Chrysler Brand Level II EV Home Charging Station installed at your home.<sup>10</sup> The Level II charging unit can charge up to six times faster than typical Level I charging options.<sup>11</sup> You can utilize Qmerit, our approved collaborator, for installation.



Qmerit



*THE MOST  
STANDARD SAFETY  
FEATURES IN  
THE INDUSTRY'*

Because helping to keep you and your family safe is paramount, the Chrysler Pacifica offers over 115 standard and available safety and security features, 97 of which are standard across the lineup. Every Pacifica model includes a host of automatically reactive technologies designed to help enhance your control and visibility.

*Standard automatic LED high-beam headlamps*

# *STRONG BONES ARE THE FOUNDATION*



STRUCTURAL INTEGRITY

102

The upper body and the frame of the Chrysler Pacifica structure are designed as a single unit, helping to achieve premium driving agility. This exceptionally solid architecture carries advanced structural applications, optimized proportions and dynamic qualities like the use of high-strength steels. The door design also helps increase visibility around the front windows and pillars, while sound-absorbing barriers throughout the body and engine area help reduce overall cabin noise, contributing to help lessen driver distraction.

## PEACE OF MIND IS KNOWING THE COAST IS CLEAR.

With full exterior views of the available 360° Surround-View Camera,<sup>12</sup> you'll take comfort in backing out and pulling in by scoping out your surroundings via the largest-in-class, standard 10.1-inch Uconnect® 5 radio touchscreen.<sup>13</sup>

### AVAILABLE 360° SURROUND-VIEW CAMERA.<sup>12</sup>

- + Includes a bird's-eye view
- + Uses four cameras positioned around the vehicle
  - + Dynamic grid lines help to guide the driver
- + Select to view available ParkSense® Front/Rear Park Assist with Full Stop<sup>14</sup>



## **SAFETY & SECURITY.**

### **Full-Speed Forward Collision Warning Plus<sup>15</sup>**

Adaptive Cruise Control with  
Stop and Go<sup>16</sup>

Blind Spot Monitoring<sup>17</sup>

LaneSense<sup>®</sup> Lane Departure Warning  
with Lane Keep Assist<sup>18</sup>

Available ParkSense<sup>®</sup> Front/Rear  
Park Assist with Full Stop<sup>14</sup>

Available Parallel and Perpendicular  
Park Assist with Stop<sup>14</sup>

Rear Cross-Path Detection<sup>12</sup>

Pedestrian Automatic Emergency Braking<sup>15</sup>



## YOUR FAMILY'S AT-THE-READY BUBBLE.

The standard air bags<sup>19</sup> include advanced multistage front air bags<sup>19</sup> with adaptive venting technology, front-occupant knee air bags<sup>19</sup>, supplemental front-seat-mounted side-impact air bags<sup>19</sup> and side-curtain air bags<sup>19</sup> which extend over all three outside seating rows.

**41**  
SQ FT OF  
*AIR BAGS*<sup>19</sup>





# BILL OF SALE

Salesperson: Phil Lafata

<b>Purchaser:</b>	Huntley Community School District 158	<b>Phone:</b>	(630) 208-1987
<b>Co-Purchaser:</b>		<b>Phone:</b>	
<b>Street Address:</b>			
<b>City:</b>	Barrington Hills	<b>State:</b>	IL
<b>Zip Code:</b>	601024423	<b>County:</b>	McHenry
<b>Email Address:</b>	maltmayer@district158.org		

New    Used    Finance    Cash    Lease
   
 Stock #: 16T1346   Date of Order: 12/05/2022
  
 Anticipated Delivery Date: 12/05/2022

	Year	Make	Model	Color	Miles	Vin Number
<b>Purchased</b>	2022	Chrysler	Pacifica Hybrid		10	2C4RC1L79NR216360
<b>Trade In</b>						
<b>2nd Trade</b>						

**Other Conditions of Sale:**  
**W/ out Rebate**

**THE ORDERED VEHICLE MUST BE LOCATED**  
 Mileage on Delivery will not exceed: \_\_\_\_\_  
 Desired trim, options, and color configuration agreed upon and attached to this buyers order.  
**Order Non-Cancelable and Deposit Non-Refundable, if dealer locates vehicle and customer fails to take delivery of vehicle.**

The appraisal of the trade in(s) is based on an odometer reading of up to \_\_\_\_\_ miles, and the trade in may be reappraised if it exceeds this limit.

**No oral representations are binding unless written on this form. This document supersedes any prior agreements and representations, regarding the transaction.**  
**USED VEHICLE ONLY:** "The information you see on the window form for this vehicle is part of this contract. Information on window form overrides any contrary provisions in the contract of sale."  
**NO PUBLIC LIABILITY, PROPERTY DAMAGE, OR PHYSICAL DAMAGE INSURANCE ISSUED.**

<b>MSRP/Retail Price:</b>	\$	\$50,008.00
Discount:	(\$	\$3,027.00 )
Trade Allowance:	(\$	\$0.00 )
Rebates:	(\$	\$0.00 )
<b>Cash Difference:</b>	\$	\$46,981.00
<b>Dealer-Added Options:</b>		
Destination	\$	\$1,595.00
	\$	
	\$	
	\$	
	\$	
<b>Subtotal w/ Added Options:</b>	\$	\$48,576.00
Dealer Service Fee:	\$	\$324.24
State E-File Fee:	\$	
Sales Tax ( %Tax Rate):	\$	\$0.00
Title/License Fees:	\$	\$356.00
Payoff:	\$	\$0.00
<b>Total:</b>	\$	\$49,256.24
Deposit on Order:	(\$	)
Additional Cash Down Due:	(\$	)
<b>Amount Financed/Due:</b>	\$	\$49,256.24

Purchaser Signature:		Date Signed:	12/05/2022	Time Signed:	01:55 PM	AM/PM	AM
Co-Purchaser Signature:		Date Signed:	12/05/2022	Time Signed:	01:55 PM	AM/PM	AM
Dealer Signature:	106	Date Signed:	12/05/2022	Time Signed:	01:55 PM	AM/PM	AM

16T1346

Incentives Configurator as of Monday, December 5, 2022

VIN	Body Model	Vehicle Description	Model Year	Programs	Invoice Date	Delivery Date	Type of Sale	ZIP
NR216360	RUEH53	PACIFICA HYBRID TOURING L	2022	Dealer	10/17/2022	12/05/2022	B - Business Sale	60108

MSRP Price (USD): 50,008.00  
 Total Incentive Amount (USD): 750.00

Programs Selected

Program ID	Program Name	Start Date	End Date	Tier	Rates / Amount (USD)
22CN5	2022 Chrysler Capital Bonus Cash 22CN5	12/01/2022	01/03/2023		750.00

Programs Selected And Invalid

Fiat Chrysler Automobiles will screen for compatibility the incentives displayed in this Configurator report only if dealer satisfies the conditions set forth herein.

- Dealers are required to verify that the customer and vehicle, including any customer provided documentation, meet all selected program eligibility requirements and adhere to all Incentive Program Rules Manual (Gold book) requirements, including, without limitation, any financing options available from any financial institution.
- Lease rates and residuals are for display purposes only. The customer and vehicle must meet the eligibility requirements of the financial institution.
- Consumer incentives must be shown on the buyer's order in accordance with the Program Rules Manual.
- Incentives are only provided for the specific VIN shown on the printed summary page.
- All incentive claims and payments, including those submitted via the Incentives Configurator and deemed -eligible- or -compatible-, are still subject to verification by audit and chargeback. Dealer remains responsible for verifying the accuracy and authenticity of all documents and information submitted via the Incentives Configurator.

Note that Holdback and Supplemental Floorplan monies are paid to the invoicing dealer only, no payment will be made to any other dealer. Objective programs will not display an incentive amount as objective calculations are performed at the end of the program period.

Dealer must also print the summary page - dated the same day as the buyers order - and retain this document in the deal jacket.

**FCA US LLC INVOICE**

1549-A

<b>PLANT</b>	<b>ZONE</b>	<b>DEALER</b>	<b>VEHICLE ID NUMBER</b>	<b>INVOICE NO.</b>	<b>INVOICE DT.</b>
WINDSOR	51	27097	2C4RC1L79NR216360	N-RUE-55624646	10/17/22

**SHIP** Kunes Country C of Woodstock, Inc.

**TO:** 1790 SOUTH EASTWOOD DR  
WOODSTOCK IL 60098-

**IGN KEY**  
**TRK KEY**  
**ACC KEY**

9103-01-AN17

**SOLD** Kunes Country C of Woodstock, Inc.

**TO:** 1790 SOUTH EASTWOOD DR  
WOODSTOCK IL 60098-

SHIPPING WT. 4925  
SAE HP 34.3  
000-044000-00

**PAID FOR BY:** THE HUNTINGTON NATIONAL BANK  
**CREDIT SALE**    **XX CASH SALE**

BODY & EQUIP.	DESCRIPTION	FACTORY WHOLESALE PRICE
RUEH53	CHRYSLER PACIFICA HYBRID TOURING L	47,175.00
PXR	Brilliant Black Crystal Pearl Coat	
ELX7	McKinley Leather Perforated Bucket S	NO CHARGE
AA8	Safety Sphere Unavailable	470.00-
DFQ	EFlite Si-EVT Transmission	NO CHARGE
EH3	3.6L V6 Hybrid Engine	NO CHARGE
XA5	Parksense RR Park Assist Unavailable	59.00-
YGE	5 Additional Gallons of Gas	14.00
2DL	Customer Preferred Package 2DL	
2EL	Customer Preferred Package 2EL	
4NU	Fuel Fill/Battery Charge	53.00
4UQ	T3AC	125.00
001	DESTINATION CHARGE	1,595.00
	HB145200/SFP 48400	
	MDH # 093008	
	EP 46211	
	PP 48024	
	DR 47758	
	USE DEALERCONNECT TO OBTAIN KEY INFORMATION	

**MSRP RETAIL TOTAL**            50,008.00

**TOTAL**    48,433.00

ORIGINAL INVOICE

**THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE THE UNITED STATES.**



2012

# PACIFICA HYBRID TOURING L

For more information visit: [www.chrysler.com](http://www.chrysler.com)  
or call 1-800-CHRYSLER

FCA US LLC

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

THIS MODEL INCLUDING DEALER PREPARATION

Base Price: **\$49,000**

**CHRYSLER PACIFICA HYBRID TOURING L**  
Exterior Color: Brilliant Black Crystal Pearl-Coat Exterior Paint  
Interior Color: Black / Alloy / Black Interior Colors  
Interior: McKinley Leather Perforated Bucket Seats  
Engine: 3.6L V6 Hybrid Engine  
Transmission: eFlite S-EVT Transmission  
STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

**FUNCTIONAL/SAFETY FEATURES**  
Safety Sphere  
360 Surround-View Camera System  
ParkSense® Front and Rear Park-Assist with Stop  
Parallel and Perpendicular Park-Assist with Stop  
Adaptive Cruise Control with Stop and Go  
Blind-Spot and Rear Cross-Path Detection  
Lane-Departure Warning Plus  
Full-Speed Forward-Collision Warning Plus  
Pedestrian Emergency Braking  
Advanced Brake-Assist  
Rain-Sensitive Windshield Wipers  
Advanced Multistage Front Air Bags  
Driver Inflation Knees-Bolster Air Bag  
Passenger Inflation Knees-Bolster Air Bag  
Supplemental Side-Curtain Air-Rows Air Bags  
Supplemental Front Seat-Mounted Side Air Bags  
LATCH-Ready Child-Seat Anchor System  
Rear-Seat Reminder Alert  
Electronic Stability Control  
Remote Start System  
Tire Service Kit  
6.6kW Battery Charger with Cord  
16.5-Gallon Fuel Tank

**INTERIOR FEATURES**  
Easy-Slide 2nd-Row Bucket Seats  
3rd-Row Slow 'n' Go® 60 / 40 Bench  
8-Way Power Adjustable Driver Seat  
Driver Seat Auto Advance 'n' Return  
Heated Front Seats  
Heated Steering Wheel  
Uconnect® 5 with 10.1-inch Touch Screen Display  
Apple CarPlay®  
Google Android Auto™  
Hands-free Phone and Audio

**OPTIONAL EQUIPMENT (May Replace Standard Equipment)**  
Customer Preferred Package ZEL  
Safety Sphere Unavailable  
ParkView® Rear Back-Up Camera  
ParkSense® Rear Park Assist Unavailable  
Destination Charge

\$1,595

**TOTAL PRICE: \*** **\$50,000**

**WARRANTY COVERAGE**  
5-year or 60,000-mile Powertrain Limited Warranty.  
8-year or 100,000-mile Hybrid System Limited Warranty.  
3-year or 36,000-mile Basic Limited Warranty.

Ask Dealer for a copy of the limited warranties or see your owner's manual for details. Warranty details may differ in Zero Emission States. See Dealer for details.

**5 YEAR / 60,000 MILE POWERTRAIN WARRANTY**  
**8 YEAR / 100,000 MILE HIGH VOLTAGE BATTERY & HYBRID SYSTEM WARRANTY**

## EPA DOT Fuel Economy and Environment

**MPG 30** combined city/highway  
**MPG 41** city  
**MPG 33** highway

**82** combined city/highway  
**0.1** city  
**0.4** highway

**30** combined city/highway  
**32** city  
**33** highway

**MPG 9** city  
**10** highway  
**10** Best

**CO2 10** Best

**Annual fuel cost \$950**

**Smog Rating** (tailpipe only)  
1 7 10 Best

**Fuel Economy & Greenhouse Gas Rating** (tailpipe only)  
9 10 Best

**fuelconomy.gov**

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. Actual fuel economy will vary from the EPA estimate. Actual CO2 emissions will vary from the EPA estimate. Actual smog rating will vary from the EPA estimate. Actual annual fuel cost will vary from the EPA estimate. Actual greenhouse gas rating will vary from the EPA estimate. Actual smog rating will vary from the EPA estimate. Actual annual fuel cost will vary from the EPA estimate. Actual greenhouse gas rating will vary from the EPA estimate.

**GOVERNMENT 5-STAR SAFETY RATINGS**

**Overall Vehicle Score** ★★★★★  
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

**Frontal Crash** ★★★★★  
Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

**Side Crash** ★★★★★  
Based on the risk of injury in a side impact.

**Rollover** ★★★★★  
Based on the risk of rollover in a single-vehicle crash.

**Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★) with 5 being the highest.**  
Source: National Highway Traffic Safety Administration (NHTSA)  
[www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236

The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.

**PARTS CONTENT INFORMATION**

**FOR VEHICLES IN THIS CARLINE:**  
**U.S./CANADIAN PARTS CONTENT: 69%**  
**MAJOR SOURCES OF FOREIGN PARTS CONTENT:**  
MEXICO : 21%  
NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

**FOR THIS VEHICLE:**  
FINAL ASSEMBLY POINT: WINDSOR, ONTARIO, CANADA  
COUNTRY OF ORIGIN: ENGINE: MEXICO  
TRANSMISSION: UNITED STATES

**VEHICLE PROTECTION**  
A PRODUCT OF FCA US LLC

**MOPAR.**  
Ask for Mopar Vehicle Protection for your vehicle. We built it. We back it.

SHIP TO: S.L. 1017-4

Assembly Point/Port of Entry: WINDSOR, ONTARIO, CANADA  
VIC: 2C4-RCL179NR-216360 LA-VON 4646

THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

\* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

Contract Coverage: In the event of a breakdown of a covered part, Kunes Country Auto Group agrees to repair or replace, or at its option, reimburse the above named customer for the cost to repair or replace, covered parts on the above described vehicle, subject to the terms, conditions and limitations herein. As used in this Contract, "breakdown" means the failure of a properly maintained covered part to perform as designed solely because of normal wear and tear or defects in materials or workmanship by the manufacturer of the vehicle. "You" and "Your" shall mean the customer named above. "We", "us" and "our" refer to the Kunes Country Auto Group. Covered Parts are limited to:

**ENGINE**

All internal lubricated parts  
Cylinder Block  
Cylinder Heads  
Cylinder Head Gasket  
Flywheel  
Manifold, exhaust  
Manifold, intake  
Oil Pan  
Oil Pump  
Thermostat  
Thermostat Housing  
Timing Chain Cover  
Timing Chain, gears or belt  
Turbocharger/ Supercharger unit factory installed

**TRANSMISSION**

All internally lubricated parts  
Torque Converter  
Transfer Case, including internal parts  
Transmission Case

**REAR WHEEL DRIVE**

Axle Shafts  
Bearings, Rear-Wheel  
Drive Axle housing and all internal parts  
Drive shaft  
Retainers  
Universal & Constant Velocity joints

**FRONT-WHEEL DRIVE**

Axle Shafts  
Bearings, Front Wheel  
Constant velocity & Universal joints  
Final drive housing & all internal parts  
Hubs, automatic front locking (Four-Wheel drive)  
Locking Rings (four-wheel drive)

Filters, Fluids, Lubricants and Taxes: Filters, fluids, lubricants and taxes required to complete a covered repair for a Covered Part listed above.

Seals and Gaskets: Seals and gaskets when required to complete a covered repair for a Covered Part listed above.

Oil and oil filter change benefit: We will perform one oil and oil filter change on Your Covered Vehicle at no cost to You. This service must be performed by a Kunes Country Auto Group facility, and the Kunes Auto Group facility will use the oil and oil filter that satisfies the guidelines outlined in the owner's manual for Your Covered Vehicle. This free oil and oil filter change benefit expires after 12 months from the original delivery date of Your Covered Vehicle.

TO FILE A CLAIM CALL: TOLL FREE 866-217-5309

[www.KunesCountry.com](http://www.KunesCountry.com)

**Commercial Use:**

A commercial use vehicle is defined as a vehicle registered to a business and/or for business purposes.

Vehicles that are used in excess of manufacturers G.V.W. or for excessive hauling and pulling are excluded from coverage hereunder. Vehicles used for construction purposes, delivery purposes, commercial towing, commercial farm operation, volunteer public service(s), snow plowing, rental, livery, taxi, motor pool vehicles, or any type of emergency vehicle are specifically excluded from coverage hereunder.

**Exclusions:**

High performance vehicles, such as, but not limited to, Mercedes AMG, G, S, SL vehicles, BMW M, 5,6,7 Vehicles, Audi A6, A8, S vehicles, Lexus F vehicles, All Range Rovers. Ultra luxury vehicles, such as, but not limited to, Bentley, Maybach, and Rolls Royce. Exotic vehicles, such as, but not limited to, Ferrari, Lamborghini, Aston Martin, Maserati and Porsche. Specialty and/or off road vehicles, such as motorcycles, scooters all terrain vehicles and boats. Fleet vehicles and/or wholesale vehicles. Vehicles used for construction purposes, delivery purposes, commercial towing, commercial farm operation, volunteer public service(s), snow plowing, rental, livery, taxi, motor pool vehicles, or any type of emergency vehicle.

1. Items expressly excluded from coverage or not specifically listed as (covered parts), or breakdown caused by failure of a non-covered part. (Examples of non-covered parts are tires, battery, paint, clock, upholstery and radio);
2. Items covered by insurance or any warranty of the manufacturer, implied warranty or repair facility's guaranty;
3. Costs, repairs, or reimbursement if this Contract's maintenance requirements and claim procedures have not been fully complied with;
4. Repairs performed without our prior authorization or not performed as authorized by us;
5. Costs, repairs or reimbursement if your vehicle's odometer has been altered, disconnected or is inoperable or your vehicle's actual mileage cannot be documented;
6. Costs, repairs, or reimbursement if your vehicle has been modified to plow snow, or if oversized tires or wheels have been use on your vehicle;
7. Costs, repairs, or reimbursement if your vehicle is used for competitive driving or racing, police or emergency service, principally off-road use, deliveries, construction, hauling, carriage of passengers for hire, commercial or rental purposes or towing;
8. Breakdown caused by earthquakes, fire, hail, water, subfreezing temperature, lightning, riots, wars or acts of God;
9. Loaner vehicle, diagnostic, storage, freight, towing, rental, hazardous waste disposal, tune-up or maintenance charges or teardown charges unless teardown is necessary to repair a covered part and authorized in advance by us;
10. Delays caused by unavailable replacement parts;
11. Breakdown involving modification not performed by the manufacturer;
12. Breakdown caused by rust, corrosion, contamination, overheating, lack of or improper coolants, fluids or lubricants, abuse, misuse, collision, negligence or improper towing;
13. Breakdown existing, or caused by a condition known to you, before the Coverage Commencement Date; and
14. Breakdown occurring outside the continental United States.

**LIMITATION OF LIABILITY:** The total dollar benefits paid under this Warranty are limited to: Per Component: \$5,000 for Engine claims, \$3,000 for Transmission claims, \$2,000 for Rear Wheel Drive or Front Wheel Drive claims and \$400 for Seals and Gaskets. Aggregate: The total of all claims and benefits paid or payable while this Agreement is in force shall in no event exceed \$7,500.

**THE REPAIR OR REPLACEMENT, OR PAYMENT FOR OR REIMBURSEMENT FOR REPAIR OR REPLACEMENT OF COVERED PARTS IS YOUR ONLY REMEDY AND OUR ONLY LIABILITY UNDER THIS CONTRACT. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR INJURY TO OR DEATH OF ANY PERSON, DAMAGES FOR LOSS OF USE, TIME, PROFITS, INCOME OR ANY OTHER INCIDENTAL DAMAGES. WE NEITHER ASSUME, NOT AUTHORIZE ANYONE TO ASSUME FOR US, ADDITIONAL LIABILITY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**Maintenance Requirements and Claim Procedures.** In order to make a claim under this contract you must:

1. Have your vehicle serviced by a Kunes Country Auto Group Dealership in strict accordance with all manufacturers' maintenance recommendations for your vehicle and keep documentation showing a description of your vehicle, mileage, date and service performed. When your vehicle reaches 70,000 miles on the odometer, you must have both the engine oil and filter changed every 6 months or 5,000 miles, whichever occurs first, by a Kunes Country Auto Group Dealership. If you fail to bring your vehicle to us and have all manufacturer's recommended maintenance (including the change of the engine oil and filter as outlined above) performed by us, or if you fail to provide proof upon request that we have performed all manufacturer's recommended maintenance, you may be denied coverage and we may terminate the Contract.
2. Prevent further damage to your vehicle after a breakdown including but not limited to stopping your vehicle immediately and having it repaired before driving it further, and;
3. Return your vehicle to us for any repairs under this Contract immediately after a breakdown. If you believe you cannot return your vehicle to us following a breakdown, you must telephone us during normal working hours for instructions. If you do not follow our instructions, we are not obligated to repair your vehicle or reimburse you for any repairs. We reserve the right to inspect your vehicle before authorization of any repairs. You must provide teardown authorization upon your request and keep all repaired parts for inspection by us. Authorization from us must be obtained before your vehicle is repaired. You must submit any claim for reimbursement to us along with all required documents within 30 days of authorization.

Failure to follow these requirements may result in the denial of your claim and termination of this Contract.

**Termination.** You may terminate this Contract for any reason upon written notice to us. We may terminate this Contract upon written notice to you upon the happening of any of the following:



# Huntley Community School District 158

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650 Dr. John Burkey Drive  
Algonquin, Illinois 60102  
(847) 659-6158 • [www.district158.org](http://www.district158.org)

To: Board of Education and Administration  
From: Mark Altmayer, Chief Financial Officer  
Date: December 15, 2022  
Subject: **2022 Final Tax Levy**  
Board of Education Meeting, December 15, 2022

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## General

For your review there are several documents that will help guide you through the 2022 Tax Levy.

**Attachment A** – McHenry & Kane Assessor PRELIMINARY Estimated EAV Reports

**Attachment B** – 2022 Levy Calculation Page – Ballooned. See Tax Levy Summary below.

**Attachment C** – Certificate of Tax Levy – (Signatures required after final Board approval in December)

**Attachment D** - 2022 Levy Calculation Page – Not Ballooned. See Tax Levy Summary below.

**Attachment E** – Historical Tax Levy Extension Worksheet by Fund – Includes Estimated Tax Rates for Levy Year 2022

## District's Recommendation

Administration is recommending extending the 2022 Levy with the Consumer Price Index increase of 5.0% in accordance with the Property Tax Extension Limitation Law (PTELL).

Section 18-185 of the Property Tax Code defines CPI as "the Consumer Price Index for All Urban Consumers for all items published by the United States Department of Labor." This index is sometimes referred to as CPI-U. Section 18-185 defines "extension limitation" and "debt service extension base" as "...the lesser of 5% or the percentage increase in the Consumer Price Index during the 12-month calendar year preceding the levy year...". For 2022, CPI was 7%. In accordance with PTELL, the CPI to be used for computing the extension limitation is 5.0%.

With the tax extension calculated using the 5% rate for Levy Year 2022 (tax bills paid in 2023), excluding new construction, the District will extend approximately \$3.5M in additional operating property taxes in accordance with PTELL. As a result of estimated new construction, approximately \$1.1k will be levied, which has no impact on existing homeowners.

At 5%, a homeowner with a \$200,000 home will see an approximate \$148 increase in the property tax bill for the school district. ***Please note, exclusive of the 5%, taxpayers should be aware that individual bills may go up or down based on individual assessments as determined by the township assessor, and/or fluctuations of apportionment between Kane and McHenry Counties.***



# Huntley Community School District 158

650 Dr. John Burkey Drive  
Algonquin, Illinois 60102  
(847) 659-6158 • [www.district158.org](http://www.district158.org)

## Truth in Taxation

In accordance with the Truth in Taxation law – A school district proposing to increase its aggregate levy more than 105% of its prior year’s extension must publish notice prior to such a hearing as required by law. As such, with the CPI extension rate at 5% combined with new construction and the ballooning of the levy at 1.0% (to cover the estimate on new construction), the District’s aggregate levy will be more than 105% of prior year’s extension, thus requiring a levy hearing.

The 2022 Tax Levy Summary as well as the timeline of the levy process follows:

- Levy Hearing - Thursday, December 15, 2022
- 2022 Property Tax Extensions Approval at Regular Board Meeting - Thursday, December 15, 2022
- File Certificate of Tax Levy with county clerks no later than the last Tuesday in December.

## Tax Levy Summary

Using the McHenry and Kane County assessor estimated EAV reports with new construction, the levy year 2022 EAV (before Board of Review) is expected to increase 8.48% to approximately \$1.687B from \$1.555B in levy year 2021. Estimated new construction, which approximates \$24.4M, increased from prior year’s \$16.2M, driven by an increase in residential property. Preliminary new construction at \$24.4M represents additional taxes to the District approximating \$1.08M. Again, please note that this is an estimated new construction number that may change.

Kane County’s EAV including new construction, representing approximately 20% of the overall assessed value of the District, is estimated to increase 9.18% from \$312.8M to \$341.5M. Estimated new construction, declined significantly from \$1.0M in levy year 2021 to approximately the current \$152k estimate.

McHenry County’s EAV, including current year’s new construction, is estimated to increase 8.32% from \$1,242B to \$1,345B. Estimated new construction has increased from prior year’s actual of \$15.2M to this year’s estimate of \$24.2M, driven by increased residential property.

Primarily driven by an increase in assessed values, combined with the 5% extension rate, the operating funds capped tax rate is expected to decrease (1.79%) to approximate \$4.45, down from last year’s \$4.53.

***Consistent with prior year, the 2022 levy is ballooned so that if new construction comes in higher than the estimated \$24.4M, the levy request will be enough to cover any underestimate by the county on new construction. With a 1.0% balloon, the levy is in excess of the current estimated extension by approximately \$751k. Although highly unlikely, this overestimate will cover the District on an additional \$16.87M of new construction.***

## RECOMMENDATION

Administration recommends the Board of Education approve the final 2022 Tax Levy.



# Huntley Community School District 158

650 Dr. John Burkey Drive  
Algonquin, Illinois 60102  
(847) 659-6158 • [www.district158.org](http://www.district158.org)

Illinois Dept. of Revenue  
History of CPI's Used for the PTELL  
01/12/2022

Year	December CPI-U	% Change From Previous December	% Use for PTELL	Comments	Levy Year	Years Taxes Paid
1991	137.900	--				
1992	141.900	2.9%	2.9%		1993	1994
1993	145.800	2.7%	2.7%	(5 % for Cook)	1994	1995
1994	149.700	2.7%	2.7%		1995	1996
1995	153.500	2.5%	2.5%		1996	1997
1996	158.960	3.6%	3.6%		1997	1998
1997	161.300	1.5%	1.5%		1998	1999
1998	163.900	1.6%	1.6%		1999	2000
1999	168.300	2.7%	2.7%		2000	2001
2000	174.000	3.4%	3.4%		2001	2002
2001	176.700	1.6%	1.6%		2002	2003
2002	180.900	2.4%	2.4%		2003	2004
2003	184.300	1.9%	1.9%		2004	2005
2004	190.300	3.3%	3.3%		2005	2006
2005	196.800	3.4%	3.4%		2006	2007
2006	201.800	2.5%	2.5%		2007	2008
2007	210.036	4.08%	4.1%		2008	2009
2008	210.228	0.1%	0.1%		2009	2010
2009	215.949	2.7%	2.7%		2010	2011
2010	219.179	1.5%	1.5%		2011	2012
2011	225.672	3.0%	3.0%		2012	2013
2012	229.601	1.7%	1.7%		2013	2014
2013	233.049	1.5%	1.5%		2014	2015
2014	234.812	0.8%	0.8%		2015	2016
2015	236.525	0.7%	0.7%		2016	2017
2016	241.432	2.1%	2.1%		2017	2018
2017	246.524	2.1%	2.1%		2018	2019
2018	251.233	1.9%	1.9%		2019	2020
2019	256.974	2.3%	2.3%		2020	2021
2020	260.474	1.4%	1.4%		2021	2022
2021	278.802	7.0%	5.0%		2022	2023

Assessor Estimated EAV Report by Tax District  
McHenry County

Totals		Farm		Industrial		Local Rail Road		Mineral		Residential		State Rail Road		Totals	
Exemption Category	Value	Count	Value	Count	Value	Count	Value	Count	Value	Count	Value	Count	Value	Count	Value
Board of Review Abstract	1,470,640,308														
- Exemptions	123,387,033														
- Under Assessed	0														
+ State Assessed	1,058,370														
Total EAV	1,348,311,645														
- Tif Increment / Ezone	2,723,500														
Rate Setting EAV	1,345,588,145														

New Construction		Commercial		Farm		Industrial		Local Rail Road		Mineral		Residential		State Rail Road		Totals	
Exemption Category	Value	Count	Value	Count	Value	Count	Value	Count	Value	Count	Value	Count	Value	Count	Value	Count	Value
Commercial	111,580																
Farm	21,806																
Industrial	0																
Local Rail Road	0																
Mineral	0																
Residential	24,138,516																
Total	24,271,902																

Exemption Category	Commercial Value	Commercial Count	Farm Value	Farm Count	Industrial Value	Industrial Count	Local Rail Road Value	Local Rail Road Count	Mineral Value	Mineral Count	Residential Value	Residential Count	State Rail Road Value	State Rail Road Count	Totals Value	Totals Count
Parcel Count		269		493		151				3		14,566		0	1,470,640,308	15,482
Board of Review Abstract	54,985,333	0	23,293,344	2	24,824,029	0	0	0	111,356	0	1,367,426,246	29	0	0	1,470,640,308	31
- Home Improvement	0	0	17,975	2	0	0	0	0	0	0	171,593	24	0	0	189,568	26
- Veteran's	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
+ State Assessed	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,058,370	0
= EAV	54,985,333	0	23,275,369	2	24,824,029	0	0	0	111,356	0	1,367,254,653	29	0	0	1,471,509,110	31
- Senior Assessment Freeze	0	0	174,461	7	0	0	0	0	0	0	13,858,346	691	0	0	14,032,807	698
- Owner Occupied	12,000	2	660,000	110	6,000	1	0	0	0	0	75,195,687	12,579	0	0	75,873,687	12,692
- Senior Citizen's	0	0	235,000	47	0	0	0	0	0	0	15,216,795	3,046	0	0	15,451,795	3,093
- Disabled Person	0	0	2,000	1	0	0	0	0	0	0	382,000	191	0	0	384,000	192
- Disabled Veteran	0	0	0	0	0	0	0	0	0	0	17,371,067	207	0	0	17,371,067	207
- Returning Veteran	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- Natural Disaster	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- Fraternal Freeze	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- Vet Freeze	74,109	1	0	0	0	0	0	0	0	0	0	0	0	74,109	1	
- Under Assessed	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- E-Zone	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- TIF	1,891,536	0	0	0	257,066	0	0	0	0	0	574,898	0	0	0	2,723,500	0
- Drainage	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
= Taxable Value	53,007,688	0	22,203,908	0	24,560,963	0	0	0	111,356	0	1,244,645,860	0	0	0	1,345,588,145	0

### Assessor Estimated EAV Report by Tax District Kane County

Totals	New Construction
Board of Review Abstract	Commercial
- Exemptions	Farm
- Under Assessed	Industrial
+ State Assessed	Local Rail Road
Total EAV	Mineral
- TIF Increment / Ezone	Residential
Rate Setting EAV	Total
	106,320
	0
	0
	0
	0
	46,056
	152,376

Exemption Category	Parcel Count	Commercial		Farm		Industrial		Local Rail Road		Mineral		Residential		State Rail Road		Totals	
		Value	Count	Value	Count	Value	Count	Value	Count	Value	Count	Value	Count	Value	Count	Value	Count
Board of Review Abstract	194	51,759,341	95	3,287,297	0	19,610,660	0	0	0	0	0	312,349,069	0	0	0	387,006,367	3,839
- Home Improvement	0	0	0	0	0	0	0	0	0	0	0	91,301	21	0	0	91,301	21
- Veteran's	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
+ State Assessed	0	0	0	0	0	0	0	0	0	0	0	0	0	138,261	0	138,261	0
= EAV	0	51,759,341	0	3,287,297	0	19,610,660	0	0	0	0	0	312,257,768	21	138,261	0	387,053,327	21
- Senior Assessment Freeze	0	0	0	0	0	0	0	0	0	0	0	11,719,062	530	0	0	11,719,062	530
- Owner Occupied	0	0	0	54,000	9	0	0	0	0	0	0	18,786,000	3,131	0	0	18,840,000	3,140
- Senior Citizen's	0	0	0	20,000	4	0	0	0	0	0	0	12,330,123	2,467	0	0	12,350,123	2,471
- Disabled Person	0	0	0	0	0	0	0	0	0	0	0	148,000	74	0	0	148,000	74
- Returning Veteran	0	0	0	0	0	0	0	0	0	0	0	2,444,468	46	0	0	2,444,468	46
- Natural Disaster	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- Fraternal Freeze	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- Vet Freeze	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- Under Assessed	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- E-Zone	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- TIF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- Drainage	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
= Taxable Value	0	51,759,341	0	3,213,297	0	19,610,660	0	0	0	0	0	266,830,115	0	138,261	0	341,551,674	0

2022 LEVY CALCULATION PAGE

Original Assumptions

Legend

Consumer Price Index	5.00%
Actual Total EAV for 2021	\$1,555,133,490

District Assumptions & Data Entry
Calculated Values
Review Needed

Limiting Rate:  $(\text{Prior Year Extension} \times (1 + \text{Lesser of 5\% or CPI}))$   
 (Total EAV - New Property)

Estimated Existing EAV % change for 2022	6.92%
Estimated Existing EAV Value for 2022	\$1,662,717,625

Estimated New Property for 2022	\$24,424,278
---------------------------------	--------------

Limiting Rate	4.4530
Estimated Capped Extension	\$75,128,719.44

Estimated Total EAV for 2022	\$1,687,141,903	<i>Includes New Property</i>
Estimated Total EAV % change for 2022	8.49%	<i>Includes New Property</i>

	Prior Year Extension	Statutory Maximum Tax Rate	Individual Fund Estimated Maximum Extension	Weighted Extension Based on Prior Year Extension	Levy Amount \$	Levy Increase %	Final Levy Amount
Educational	\$51,794,793.92			\$55,183,408.27		1.00%	\$55,735,243.00
Operations & Maintenance	\$8,794,186.58	0.00	\$0.00	\$9,369,536.04		1.00%	\$9,463,232.00
Transportation	\$2,222,332.41			\$2,367,725.93		1.00%	\$2,391,404.00
Working Cash	\$427,257.38	0.00	\$0.00	\$455,210.20		1.00%	\$459,763.00
Municipal Retirement	\$699,996.69			\$745,793.16	\$1,955,583	1.00%	\$1,975,139.00
Social Security	\$2,257,229.61			\$2,404,906.24	\$1,195,116	1.00%	\$1,207,067.00
Fire Prevention & Safety *	\$0.00	0.00	\$0.00	\$0.00			\$0.00
Tort Immunity	\$0.00			\$0.00			\$0.00
Special Education	\$4,319,538.78	0.00	\$0.00	\$4,602,139.60		1.00%	\$4,648,161.00
Leasing	\$0.00	0.00	\$0.00	\$0.00			\$0.00
	\$0.00	0.00	\$0.00	\$0.00			\$0.00

Capped Extension	\$70,515,335.37
------------------	-----------------

\$75,128,719.44
-----------------

Truth in Taxation	
Capped Levy	\$75,880,009.00
	7.61% YES
	<i>Truth in Taxation Required</i>

Levy Amount Above Estimated Extension	\$751,289.56
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SEDOL IMRF Extension	\$0.00
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Estimated SEDOL IMRF Levy	\$0.00	SEDOL IMRF Levy	\$0.00
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*(Lake County Only. Included in Truth in Taxation Calculation)*

Bond & Interest Extension	\$11,468,863.15
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Estimated Bond and Interest Levy		Bond & Int. Levy	\$0.00	-100.00%
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*(County Clerk Levies Bond & Interest for the District, Verify Records with County Clerk)*

Total Extension	\$81,984,198.52
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Total Levy	\$75,880,009.00	-7.45%
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Original:    
 Amended:

**ILLINOIS STATE BOARD OF EDUCATION**  
 School Business and Support Services Division  
 217/785-8779

**CERTIFICATE OF TAX LEVY**

A copy of this Certificate of Tax Levy shall be filed with the County Clerk of each county in which the school district is located on or before the last Tuesday of December.

District Name Huntley Community School District 158	District Number 158	County McHenry, Kane
--------------------------------------------------------	------------------------	-------------------------

**Amount of Levy**

Educational	\$ 55,735,243	Fire Prevention & Safety *	\$ 0
Operations & Maintenance	\$ 9,463,232	Tort Immunity	\$ 0
Transportation	\$ 2,391,404	Special Education	\$ 4,648,161
Working Cash	\$ 459,763	Leasing	\$ 0
Municipal Retirement	\$ 1,975,139		\$ 0
Social Security	\$ 1,207,067	Other	\$ 0
		<b>Total Levy</b>	\$ 75,880,009

\* Includes Fire Prevention, Safety, Energy Conservation, Disabled Accessibility, School Security, and Specified Repair Purposes.

See explanation on reverse side.

Note: Any district proposing to adopt a levy must comply with the provisions set forth in the Truth in Taxation Law.

**We hereby certify that we require:**

the sum of 55,735,243 dollars to be levied as a special tax for educational purposes; and  
 the sum of 9,463,232 dollars to be levied as a special tax for operations and maintenance purposes; and  
 the sum of 2,391,404 dollars to be levied as a special tax for transportation purposes; and  
 the sum of 459,763 dollars to be levied as a special tax for a working cash fund; and  
 the sum of 1,975,139 dollars to be levied as a special tax for municipal retirement purposes; and  
 the sum of 1,207,067 dollars to be levied as a special tax for social security purposes; and  
 the sum of 0 dollars to be levied as a special tax for fire prevention, safety, energy conservation, disabled accessibility, school security and specified repair purposes; and  
 the sum of 0 dollars to be levied as a special tax for tort immunity purposes; and  
 the sum of 4,648,161 dollars to be levied as a special tax for special education purposes; and  
 the sum of 0 dollars to be levied as a special tax for leasing of educational facilities or computer technology or both, and temporary relocation expense purposes; and  
 the sum of 0 dollars to be levied as a special tax for \_\_\_\_\_; and  
 the sum of 0 dollars to be levied as a special tax for \_\_\_\_\_  
 on the taxable property of our school district for the year 2022

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2022 . \_\_\_\_\_  
 (President)

\_\_\_\_\_  
 (Clerk or Secretary of the School Board of Said School District)

When any school is authorized to issue bonds, the school board shall file a certified copy of the resolution in the office of the county clerk of each county in which the district is situated to provide for the issuance of the bonds and to levy a tax to pay for them. The county clerk shall extend the tax for bonds and interest as set forth in the certified copy of the resolution, each year during the life of the bond issue. Therefore to avoid a possible duplication of tax levies, the school board should not include a levy for bonds and interest in the district's annual tax levy.

Number of bond issues of said school district that have not been paid in full 0 .

(Detach and Return to School District)

This is to certify that the Certificate of Tax Levy for School District No. 158 , McHenry, Kane County, Illinois, on the equalized assessed value of all taxable property of said school district for the year 2022 was filed in the office of the County Clerk of this County on 2022 .

In addition to an extension of taxes authorized by levies made by the Board of Education (Directors), an additional extension(s) will be made, as authorized by resolution(s) on file in this office, to provide funds to retire bonds and pay interest thereon. The total levy, as provided in the original resolution(s), for said purposes for the year 2022 , is \$ \_\_\_\_\_ .

\_\_\_\_\_  
 (Signature of County Clerk)

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

\_\_\_\_\_  
 (County)

2022 LEVY CALCULATION PAGE

Original Assumptions

Consumer Price Index	5.00%
Actual Total EAV for 2021	\$1,555,133,490

Legend

District Assumptions & Data Entry
Calculated Values
Review Needed

Limiting Rate:  $(\text{Prior Year Extension} \times (1 + \text{Lesser of 5\% or CPI}))$   
 (Total EAV - New Property)

Estimated Existing EAV % change for 2022	6.92%
Estimated Existing EAV Value for 2022	\$1,662,717,625

Estimated New Property for 2022	\$24,424,278
---------------------------------	--------------

Limiting Rate	4.4530
Estimated Capped Extension	\$75,128,719.44

Estimated Total EAV for 2022	\$1,687,141,903	<i>Includes New Property</i>
Estimated Total EAV % change for 2022	8.49%	<i>Includes New Property</i>

	Prior Year Extension	Statutory Maximum Tax Rate	Individual Fund Estimated Maximum Extension	Weighted Extension Based on Prior Year Extension	Levy Amount \$	Levy Increase %	Final Levy Amount
Educational	\$51,794,793.92			\$55,183,408.27			\$55,183,409.00
Operations & Maintenance	\$8,794,186.58	0.00	\$0.00	\$9,369,536.04			\$9,369,537.00
Transportation	\$2,222,332.41			\$2,367,725.93			\$2,367,726.00
Working Cash	\$427,257.38	0.00	\$0.00	\$455,210.20			\$455,211.00
Municipal Retirement	\$699,996.69			\$745,793.16	\$1,955,583		\$1,955,583.00
Social Security	\$2,257,229.61			\$2,404,906.24	\$1,195,116		\$1,195,116.00
Fire Prevention & Safety *	\$0.00	0.00	\$0.00	\$0.00			\$0.00
Tort Immunity	\$0.00			\$0.00			\$0.00
Special Education	\$4,319,538.78	0.00	\$0.00	\$4,602,139.60			\$4,602,140.00
Leasing	\$0.00	0.00	\$0.00	\$0.00			\$0.00
	\$0.00	0.00	\$0.00	\$0.00			\$0.00

Capped Extension	\$70,515,335.37
------------------	-----------------

\$75,128,719.44
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Truth in Taxation	
Capped Levy	\$75,128,722.00
	6.54% YES
<i>Truth in Taxation Required</i>	

Levy Amount Above Estimated Extension	\$2.56
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SEDOL IMRF Extension	\$0.00
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Estimated SEDOL IMRF Levy	\$0.00	SEDOL IMRF Levy	\$0.00
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*(Lake County Only. Included in Truth in Taxation Calculation)*

Bond & Interest Extension	\$11,468,863.15
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Estimated Bond and Interest Levy		Bond & Int. Levy	\$0.00	-100.00%
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*(County Clerk Levies Bond & Interest for the District, Verify Records with County Clerk)*

Total Extension	\$81,984,198.52
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Total Levy	\$75,128,722.00	-8.36%
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**Huntley Community School District 158  
Property Tax Levy  
2022 Levy**

% Chg in EAV 4.788%

% Chg in EAV 3.119%

% Chg in EAV 3.865%

% Chg in EAV 8.488%

<b>EAV</b>	<u>1,451,977,875</u>	<u>1,497,268,730</u>	<u>1,555,133,490</u>	<u>1,687,139,819</u>
<b>New Growth</b>	<u>9,740,526</u>	<u>13,978,473</u>	<u>16,278,452</u>	<u>24,424,278</u>

2019 Levy Actual Extension		
Fund	Rate	Actual
Education	3.370831	48,943,720
<b>Bond &amp; Interest</b>	0.737471	10,707,911
Operations & Maintenance	0.572330	8,310,107
IMRF	0.081574	1,184,436
Transportation	0.144630	2,099,996
Working Cash	0.027805	403,723
Life Safety	0.000000	0
Special Education	0.281117	4,081,756
Tort	0.000000	0
Social Security	0.110883	1,609,995
Operating Funds Capped	4.589170	66,633,733
<b>Total</b>	<b>5.326641</b>	<b>77,341,644</b>

2020 Levy Actual Extension		
Fund	Rate	Actual
Education	3.375817	50,545,052
0.740076	11,080,929	
0.573177	8,582,000	
0.066874	1,001,283	
0.144844	2,168,704	
0.027847	416,944	
0.000000	0	
0.281533	4,215,306	
0.000000	0	
0.125868	1,884,582	
4.595960	68,813,871	
<b>5.336036</b>	<b>79,894,800</b>	
0.006790	0.127%	
4.595960		
0.15%		

2021 Levy Actual Extension		
Fund	Rate	Actual
3.330588	51,795,091	
0.737480	11,468,791	
0.565498	8,794,243	
0.045012	700,000	
0.142903	2,222,339	
0.027474	427,256	
0.000000	0	
0.277761	4,319,556	
0.000000	0	
0.145147	2,257,236	
4.534384	70,515,721	
<b>5.271863</b>	<b>81,984,512</b>	
-0.061576	-1.154%	
4.534384		
-1.34%		

2022 Levy Estimated Extension		
Fund	Rate	Proposed
3.270826	55,183,409	
0.701898	11,842,000	
0.555350	9,369,537	
0.044205	745,793	
0.140340	2,367,726	
0.026981	455,211	
0.000000	0	
0.272778	4,602,140	
0.000000	0	
0.142543	2,404,906	
4.453023	75,128,722	
<b>5.154921</b>	<b>86,970,722</b>	
-0.081361	-1.543%	
4.453023		
-1.79%		

Fund
Education
<b>Bond &amp; Interest</b>
Operations & Maintenance
IMRF
Transportation
Working Cash
Life Safety
Special Education
Tort
Social Security

Operating Funds Capped  
Total

Operating Funds Capped Rate  
2.10%



# Huntley Community School District 158

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650 Dr. John Burkey Drive  
Algonquin, Illinois 60102  
(847) 659-6158 • [www.district158.org](http://www.district158.org)

To: Board of Education and Administration

From: Mark Altmayer, Chief Financial Officer

Date: December 15, 2022

Subject: **Waiver Hearing Request – Statement of Affairs, Section 105 ILCS 5/10-17**  
Board of Education Meeting, December 15, 2022  
Finance Committee

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Each year, Section 105 ILCS 5/10-17 of the school code requires “...a statement of the affairs (for the prior year) of the District” shall be published in the newspaper prior to December 1<sup>st</sup>. The cost of publishing the Statement of Affairs approximates \$2-3k. Over the last 8 years, the District has applied for and received an annual waiver for this requirement. The last waiver was for the fiscal years 2019-2022. As such, moving forward, a waiver for FY23- FY27 is being requested in an effort to save the District the cost associated with this publishing. This year, the District is requesting a waiver for the next five fiscal years. The Statement of Affairs will be published on the District’s website prior to December 1<sup>st</sup>.

## **RECOMMENDATION**

Administration requests that the Finance Committee recommend the Board of Education approve the waiver hearing be held on December 15, 2022.



# Illinois State Board of Education

100 North First Street, S-404  
Springfield, Illinois 62777-0001

## APPLICATION FOR WAIVER OR MODIFICATION OF STATE BOARD RULES AND/OR SCHOOL CODE MANDATES

### LEGISLATIVE AFFAIRS DEPARTMENT

**Instructions:** This application is to be used for seeking a waiver or modification of State Board of Education rules or of School Code mandates in accordance with Section 2-3.25g of the School Code [105 ILCS 5/2-3.25g]. The completed application must be submitted by **certified** mail, return receipt requested, to the above address. Please use the instructions on the reverse side when completing this application.

**Please note that action on incomplete applications will be delayed until all required documentation is received.**

1. The application is for: (Check appropriate box(es) below.)

Waiver of School Code     Waiver of ISBE Rule     Modification of School Code     Modification of ISBE Rule

2. APPLICANT NAME Huntley Community School District 158	CONTACT PERSON Mark Altmayer, CFO	
NAME OF SUPERINTENDENT/EXECUTIVE DIRECTOR Dr. Scott Rowe	CONTACT TELEPHONE (Include Area Code and Extension) 847 659-6111	
APPLICANT ADDRESS (Street, City, State, Zip Code) 650 Dr. John Burkey Dr, Algonquin, IL 60102	CONTACT FAX (Include Area Code) 847 659-6120	CONTACT E-MAIL maltmayer@district158.org
COUNTY McHenry	May we contact your e-mail address? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

3. Provide citation or language of the rule(s) or School Code mandate(s) which are the subject of this application. If you are requesting a modification, display it here, using strike through or underlining.

Section 105 ILCS 5/10-17 of the School Code requires that a statement of the affairs of the District shall be published in the newspaper prior to December 1, and a certified copy of the statement filed with the Education Service Region be filed no later than December 15 of each year.

4. Attach a narrative identifying and justifying the specific request.

- For proposed waivers and modifications of rules or of the School Code that are based upon meeting the intent of the rule or mandate in a more effective, efficient or economical manner, a narrative description must provide all of the required information (see Item 4(a) on the reverse side).
- All proposed waivers/modifications requested to stimulate innovation or improve student performance, including all proposed waivers of School Code mandates, shall provide the specific plan for improved student performance and school improvement upon which the request is being based and how the applicant will determine success (see Item 4(b) on the reverse side).
- Applications requesting waivers from Section 17-1.5 of the School Code must include the amount, nature, and reason for the requested relief and all remedies that have been exhausted by the district to comply with the administrative expenditure limitation.

5. **Public Testimony:**

Attach a description of the testimony provided, to include the information enumerated in item 5 on the reverse side.

6. This application is for:  Initial Waiver/Modification     Renewal of Previously Approved Waiver/Modification  
This application requests waiver/modification for 5 years (from 2023 school year through 2027 school year).  
(See Item 6 on reverse side for limits on the duration of waivers/modifications.)

7. Attach a copy of each public notice required. Any request not meeting the requirements will be returned as ineligible for consideration.

8. Compliance with Notice and Hearing Requirements

I certify that a hearing concerning this application and any associated plan for improved student performance was held on 12/15/22  
(Date)

I further certify that the applicant has met all the notification and hearing requirements enumerated in items A and B on reverse side and that the board of education/board of directors of the applicant identified above approved this application on 12/15/22  
(Date)

12/15/22  
Date

Date

122

Signature of Applicant  
(i.e. District Superintendent/Executive Director/Regional Superintendent)

**INSTRUCTIONS:** Please use the following as a checklist in assembling your application package. Incomplete applications will not be considered until all required documentation is received. All applicants must hold a public hearing prior to submission of the application.

- A. Public Hearing: Each eligible applicant (see item 2 below) must hold a public hearing, providing for a time to take testimony about the request that is separate from the time when any other business is being conducted or testimony on other matters is being heard. The public hearing may be held during a regular board meeting.
- B. Required Notices of Public Hearing: Provide the following notices to inform the public and others of the hearing date. Each must state the time, date, location and general subject matter of the hearing.
  - **All applicants:** Publish a notice on the applicant's website at least 14 days in advance of the hearing. Applicants requesting an **increased fee for driver's education (105 ILCS 5/27-24.2)** must also publish the proposed amount of the fee as part of the website notice and as part of the notice placed in a newspaper of general circulation.
  - **School districts:** Publish a notice in a newspaper of general circulation within the applicant's area at least 7 days in advance of the hearing.
  - **Joint agreements, ISCs or regional superintendents:** Publish a notice in a newspaper of general circulation in each school district that is a member of the joint agreement or that is served by the educational service region or intermediate service center, provided that a notice in a newspaper generally circulated in more than one school district shall be considered sufficient notice to all of the affected districts.
  - **All applicants:** Provide a written notice to the applicant's exclusive bargaining agent(s) affected by the request at least 7 days in advance of the hearing; this notice must also state that testimony will be taken from staff.
  - **All applicants:** Provide a written advance notice to the applicant's state legislators affected by the request.

- Item 1.** Indicate the type of action sought under this application:
  - ISBE approval of waivers or modifications of ISBE rules and of modifications of School Code mandates to allow an applicant to meet the intent of the rule or mandate in a more effective, efficient or economical manner or when necessary to stimulate innovation or to improve student performance; or
  - General Assembly approval of waivers of School Code mandates to allow an applicant to meet the intent of the rule or mandate in a more effective, efficient or economical manner or when necessary to stimulate innovation or to improve student performance.

Waivers are not permitted from ISBE rules or School Code mandates pertaining to special education, educator licensure, teacher tenure and seniority, compliance with the Every Student Succeeds Act, or township treasurers (Sections 5-1 and 5-2.1 of the School Code). Waivers of mandates pertaining to the use of student performance data and performance categories for teacher and principal evaluations are not permitted after September 1, 2014.

- Item 2.** Eligible applicants are school districts, independent authorities established pursuant to Section 2-3.25f of the School Code, joint agreements made up of school districts, and Regional Superintendents of Schools and Intermediate Service Centers on behalf of schools and programs operated by them.

- Item 3.** The exact language of, or citation to, the rule(s) or mandate(s) involved may be obtained by contacting the Legislative Affairs Department by mail at 100 North First Street, S-404, Springfield, Illinois, 62777-0001 or by telephone at (217) 782-6510.

- Item 4.** Identify the rationale for the specific waiver and/or modification sought.

(4)(a) For requests to meet the intent of the rule or mandate in a more effective, efficient, or economical manner, provide a narrative description which sets forth:

- i) the intent of the rule or mandate to be achieved;
- ii) the manner in which the applicant will meet that intent; and
- iii) how the manner proposed by the applicant will be more effective, efficient or economical.
- iv) In those instances where the applicant proposes a more economical manner, provide a fiscal analysis showing current expenditures related to the request and the projected savings that would result if the request is granted.

- (4)(b) Requests necessary for stimulating innovation or improving student performance must include the specific plan for improved student performance and school improvement upon which the request is based that describes how the applicant will determine success.

- (4)(c) Requests for waivers of the administrative expenditure limitation established in Section 17-1.5 of the School Code can be submitted only when circumstances for exceeding the cap are beyond the control of the district, and the district has exhausted all available and reasonable remedies to comply with the limitation. ISBE is required to recommend that the General Assembly disapprove any request for a waiver of the administrative expenditure limitation not meeting these requirements

- Item 5.** Describe the testimony provided, including:
  - number of people attending the public hearing;
  - number speaking in favor of and against the request;
  - comments made during the hearing; and
  - whether any written comments were provided.

- Item 6.** Waivers and modifications are limited to five years with the exception of waivers of the administrative expenditure limitation which are limited to the year in which emergency relief is needed (i.e., one year only).

- Item 7.** Attach copies of the following: (a) website posting, which must be dated in order to verify that it was posted at least 14 days in advance of the public hearing; (b) newspaper notice; and (c) written notice to the collective bargaining agent, each of which must be dated in order to verify that each was provided at least 7 days in advance of the public hearing; and (d) written advance notice to the state legislators representing the applicant's territory.

- Item 8.** Indicate the date of the public hearing. Applicants with governing boards must hold a public hearing and provide for a separate time to take testimony about the request. The superintendent's/executive director's/regional superintendent's signature on this application attests to the applicant's compliance with all hearing and notice requirements.

- Submission.** Applications must be postmarked not later than 15 calendar days following approval by the local board in the case of districts, joint agreements and ISCs, or by the regional superintendent of schools and be submitted by certified mail, return receipt requested, to:

Illinois State Board of Education  
Legislative Affairs Department  
Attn: Waiver Coordinator  
100 North 1st Street, S-404  
Springfield, Illinois 62777-0001

All complete applications for the waiver or modification of ISBE rules or for the modification of School Code mandates shall be deemed approved and effective 46 calendar days after the date of receipt by ISBE unless disapproved in writing. Receipt by ISBE shall be determined by the date of receipt shown on the return receipt form, except that material not properly addressed shall bear the date of receipt when the materials were provided to the Legislative Affairs Department.

Disapproval of an application upon which the ISBE must act shall be sent by certified mail to the applicant no later than 45 calendar days after receipt of the application. Applicants may appeal the ISBE's denial of an application by sending a written appeal to the address above by certified mail within 30 calendar days of receipt of the written denial.

Complete waiver applications and any appeals of ISBE action shall be submitted to the General Assembly for consideration in March and October of each year (for application deadlines, see <https://www.isbe.net/Pages/waivers.aspx>).

**HUNTLEY COMMUNITY SCHOOL DISTRICT 158**  
**McHenry and Kane Counties, Illinois**  
**Attachment “A”**

**Application for Waiver or Modification of State Board  
Rules and/or School Code Mandate**

Section 105 ILCS 5/10-17 of the School Code requires that “...a statement of the affairs of the District” shall be published in the newspaper prior to December 1, and a certified copy of the statement filed with the Education Service Region be filed no later than December 15 of each year.

**4. Attach narrative description that supports the reason for the request.**

For proposed waivers and modification of rules or modifications of School Code mandates that are based upon meeting the intent of the rule or mandate in a more effective, efficient or economical manner, a narrative description must provide all of the required information.

- a. By law, each school district is compelled to submit to an annual independent audit (Section 105 ILCS 5/3-6..3-7) as regulated by the Illinois Public Accounting Act (225 ILCS 405/0.01 et seq). Any of the information contained within the “Statement of Affairs” and/or the annual financial audit is available in other publications, included in other formats, or available through the Freedom of Information Act (Section 5 ILCS 140). The same information is also included in parts of the comprehensive annual financial report, in the school report card and in the annual audit report of the finance records.

A copy of the audit is provided to the regional superintendent on or by October 15 of each year and the Annual Financial Report (ISBE 50-35) is prepared as a result of the audit and filed with the regional superintendent and the Illinois State Board of Education. The Illinois State Board of Education, to comply with the statute, publishes a notice that the annual audit has been performed. In Huntley Community School District 158, the independent auditor submits the report to the finance committee and subsequently reports to the Board of Education which are both governed by the Open Meetings Act (Section 5 ILCS 120).

With the current state of the economy, coupled by the State’s reduced funding, this waiver would generate savings for the District. The costs associated with this requirement include the staff time to accumulate and prepare the information as well as the costs for the publication in the newspaper (approximately \$4,000.00). The Board of Education is requesting that a waiver be granted on preparation of this report and the associated costs of publication in the local newspaper. The costs for publication will continue to increase as the District increases in size.

The District will make this report available in a more convenient format, with copies available in all Huntley Community School District 158 schools, as well as being published on the District’s website. The public will become aware of the

**HUNTLEY COMMUNITY SCHOOL DISTRICT 158**  
**McHenry and Kane Counties, Illinois**  
**Attachment “A”**

availability of this report through the local media as well as the District’s community newsletter.

**All proposed waivers/modifications requested to stimulate innovation or improvement student performance, including all proposed waivers of School Code mandates, shall provide the specific plan for improved student performance and school improvement upon which the request is being based and how the application will determine success.**

- b. The money saved, approximately \$4,000.00, will be better utilized for instructional purposes leading to improved student performance. The cost savings associated with this waiver can be used to lower class size, purchase textbooks and related materials as well as meet the districts overall budgetary requirements, all of which help the student. Improved student performance will be evident with the increase of success on assessments done throughout the year.



# Huntley Community School District 158

650 Dr. John Burkey Drive  
(Formerly Academic Drive)  
Algonquin, Illinois 60102  
(847) 659-6158 • [www.huntley158.org](http://www.huntley158.org)

DATE: December 15, 2022  
TO: Board of Education and Administration  
FROM: Doug Renkosik, Director of Operations & Maintenance  
RE: Amendment #4 of Cash Farm Rental Agreement w Fruin Farms (A)  
Board of Education, December 15, 2022  
Action Item

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**Background:**

On November 10, 2016, the Board of Education approved the award of a bid for the cash farm rental of the 168.34 tillable acres of District 158 property with Fruin Farms at a rental rate of \$228.70 per acre. The total rental rate for the contract was \$38,500 per year.

On June 20, 2019, the Board of Education approved Amendment No. 1 which provided for a 7.37-acre reduction in the acreage of the Cash Farm Rental Agreement with Fruin Farms for the installation of a photo-voltaic solar array on the grounds of District 158 property. The annual cost was reduced to \$36,047.26.

On October 21, 2019, the Board of Education approved Amendment No. 2 which provided for an extension of the term of the Cash Farm Rental Agreement with Fruin Farms to the earlier of the harvest in 2022 or November 30, 2022. The annual cost for the term, of the extension is \$36,813.84.

On October 20, 2022, the Board of Education approve the extension of the Cash Farm Rental Agreement with Fruin Farms thru the earlier of the harvest in 2027 or November 30, 2027, at the annual rental cost of \$36,813.84 at the Regular Board meeting.

Attached is a draft Amendment 4 whereby the School District and Fruin Farms would agree to reduce the cash farm rental acreage at Reed Road Campus by about 15 acres so that this land can be leased to Forefront Power for a community solar installation should the option be called.

**Recommendation:**

The Building & Grounds Committee met on December 1, 2022, and recommends the Board of Education approve Amendment #4 of the Cash Farm Rental Agreement with Fruin Farms as attached at the December 15, 2022, Regular Board meeting.

DR/jk

**FOURTH AMENDMENT TO AGREEMENT BETWEEN  
HUNTLEY COMMUNITY SCHOOL DISTRICT No. 158 AND FRUIN FARMS**

This Fourth Amendment to an Agreement between the Board of Education of Huntley Community School District No. 158 (“District”) and Fruin Farms is entered into on the last date indicated below, by and between the undersigned “Seller” and “Buyer”.

**RECITALS**

**WHEREAS**, the parties entered into a Cash Rent Farm Lease (the “Lease”) for the lease of the property located in Algonquin, Illinois (the “Premises”); and

**WHEREAS**, the Terms of the Lease, pursuant to its various amendments, expires the earlier of the harvest in 2027 or November 30, 2027; and

**WHEREAS**, the District seeks to enter into an Option to Lease Agreement (the “Option”) for a portion of the Premises with FFP IL Community Solar, LLC, a Delaware limited liability company (the “Solar Company”); and

**WHEREAS**, Fruin Farms has agreed to release a portion of the Premises from the Lease in the event the Option is exercised by the Solar Company; and

**WHEREAS**, the parties desire to document their agreement and modify their agreement herein.

**NOW, THEREFORE**, the parties agree as follows:

1. The above recitals are incorporated herein and expressly made a part of this Amendment.
2. Fruin Farms acknowledges that the District plans to enter into an Option to Lease a portion of the Premises with the Solar Company. Fruin Farms will allow access to the Premises by the Solar Company pursuant to the terms of the Option to Lease. Fruin Farms acknowledges that pursuant to the terms of the Option to Lease, any damage to any crops shall be compensated by the Solar Company, pursuant to the terms of the Option. Fruin Farms shall not seek additional damages from the District related to any loss caused by the Solar Company’s use and access. No change in acreage or rent shall occur during the term of the Option.
3. Upon exercise of the Option by the Solar Company, the District will give notice of the same to Fruin Farms. Fruin Farms will enter into a termination of the Lease for the portion of the Premises described in attached Exhibit A in substantially the form attached as Exhibit B. Said termination shall be effective on the date provided in the termination.
4. Except as amended herein, the terms and conditions of the Lease shall remain in full force and effect. If any provision of this Amendment is inconsistent with the terms of the Lease between the parties, the provisions of this Amendment shall control.

**[signatures on next page]**

**DISTRICT:**

The Board of Education of Huntley  
Community School District No. 158

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Secretary

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

**FRUIN FARMS:**

\_\_\_\_\_  
Dan Fruin, Owner

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

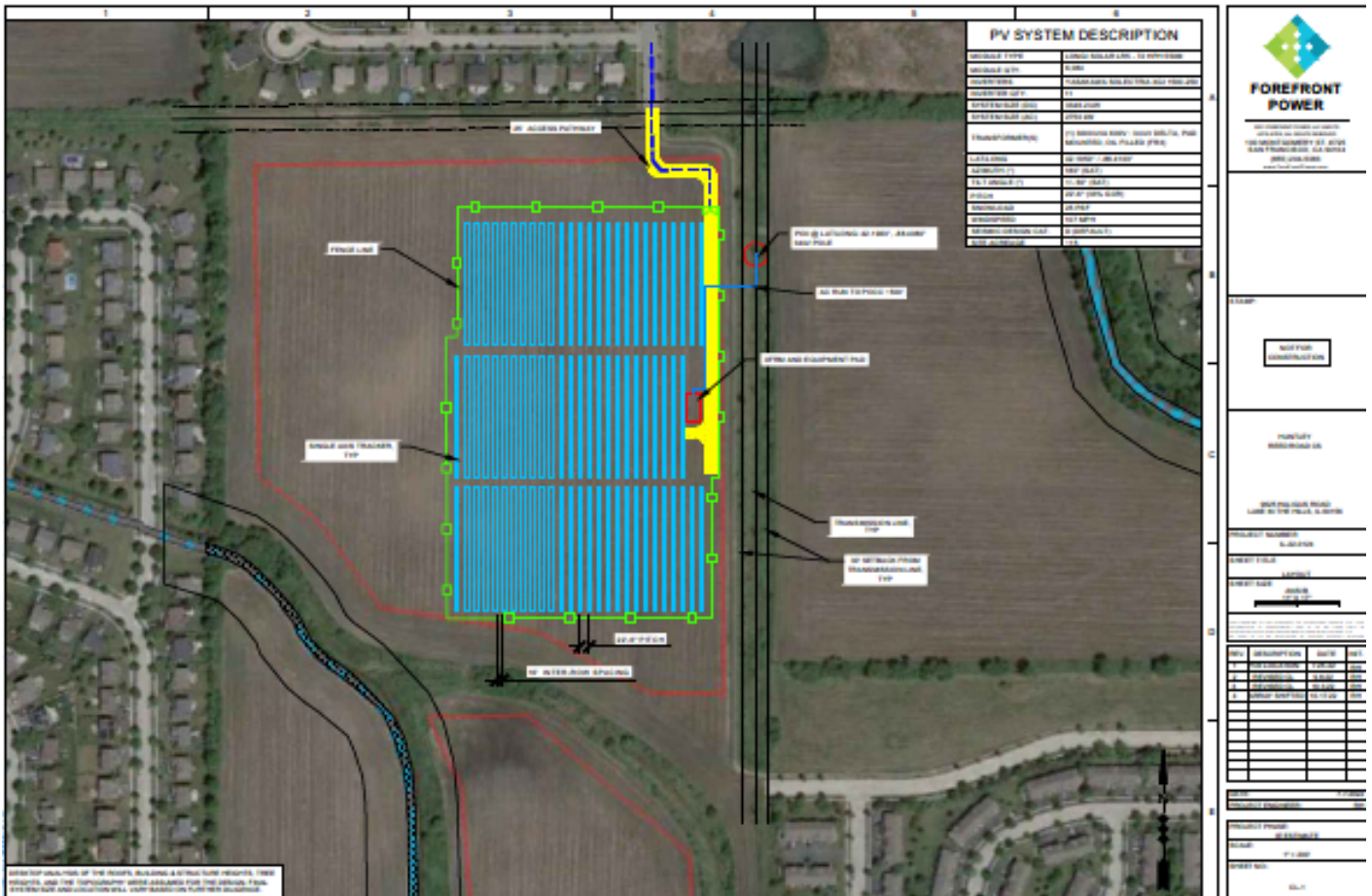
**EXHIBIT A**  
**(Legal Description for Premises)**

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 22 (EXCEPT THE EAST 60 FEET LYING SOUTH OF THE NORTH 60 FEET AND EXCEPT THE NORTH 60 FEET LYING EAST OF THE WEST 50 FEET AND EXCEPT THE WEST 50 FEET THEREOF);

ALL IN TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENCY COUNTY, ILLINOIS

P.I.N.S 18-22-100-004

Commonly known as: a parcel of land located in Lake in the Hills, Illinois



**EXHIBIT B  
(Termination)**

**FIFTH AMENDMENT AND PARTIAL TERMINATION OF AGREEMENT BETWEEN  
HUNTLEY COMMUNITY SCHOOL DISTRICT No. 158 AND FRUIN FARMS**

This Fifth Amendment to an Agreement between the Board of Education of Huntley Community School District No. 158 ("District") and Fruin Farms is entered into on the last date indicated below, by and between the undersigned "Seller" and "Buyer".

**WHEREAS**, the parties entered into a Cash Rent Farm Lease (the "Lease") for the lease of the property located in Algonquin, Illinois (the "Premises"); and

**WHEREAS**, the Terms of the Lease, pursuant to its various amendments, expires the earlier of the harvest in 2027 or November 30, 2027; and

**WHEREAS**, the District seeks to enter into a Lease Agreement (the "Solar Lease") for a portion of the Premises with FFP IL Community Solar, LLC, a Delaware limited liability company (the "Solar Company"); and

**WHEREAS**, Fruin Farms has agreed to release a portion of the Premises from the Lease; and

**WHEREAS**, the parties desire to document their agreement and modify their agreement herein.

**NOW, THEREFORE**, the parties agree as follows:

1. The above recitals are incorporated herein and expressly made a part of this Amendment.
2. The Premises under the Lease is hereby amended to exclude the property legally described on attached Exhibit A, which includes \_\_\_\_ acres.
3. The Unit Cost under the Lease is not changed. With the decrease in acreage, the total Contract Sum shall be: \$\_\_\_\_\_ (\$228.70 x \_\_\_ acres).
4. The effective date of this termination shall be: \_\_\_\_\_
5. Except as amended herein, the terms and conditions of the Lease shall remain in full force and effect. If any provision of this Amendment is inconsistent with the terms of the Lease between the parties, the provisions of this Amendment shall control.

**[signatures on next page]**

**DISTRICT:**

The Board of Education of Huntley  
Community School District No. 158

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Secretary

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

**FRUIN FARMS:**

\_\_\_\_\_  
Dan Fruin, Owner

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



# Huntley Community School District 158

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650 Dr. John Burkey Drive  
Algonquin, Illinois 60102  
(847) 659-6158 • [www.district158.org](http://www.district158.org)

DATE: December 15, 2022

TO: Board of Education and Administration

FROM: Doug Renkosik, Director of Operations & Maintenance

RE: Community Solar at Reed Road Campus (A)  
Board of Education, December 15, 2022  
Action Item

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## Background:

During the administration of the Request for Proposals for the Electric School Bus initiative (; RFP 2022-32), Forefront Power proposed an alternative photovoltaic power generating opportunity for the supplemental power to support the electric bus consumption which involved a Community Solar installation.

The Administration remains very interested in the opportunity to generate additional renewable energy to meet its needs while also gaining substantially more revenue for District 158's land on Reed Road Campus north of Martin Elementary School.

The Board received a presentation outlining this opportunity at the November 3, 2022 Board meeting.

Attached is an Option to Lease some of the land north of Martin and Marlowe which is presently farmed along with a draft Amendment to the lease by Fruin Farms. This Option to would turn over approximately 15 acres of the land to Forefront Power should Forefront Power's Interconnect Application be favorably returned by ComEd and the Lake in The Hills Zoning Board. These documents are presently under review by District 158's counsel.

It is the goal of the Administration to bring these documents (in final form) to the Board of Education for consideration of approval at the December 15, 2022, Regular Board meeting.

## ATTACHMENTS

Option to Lease with Ground Lease exhibit attached in draft form

DR/jk

**OPTION TO GROUND LEASE AGREEMENT**

This OPTION TO GROUND LEASE AGREEMENT (this “**Agreement**”) is entered into as of the Effective Date by and between Owner and Optionee. In consideration of the mutual promises of the parties herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Optionee and Owner hereby agree as follows:

**BASIC OPTION PROVISIONS**

<b>EFFECTIVE DATE</b>	December __, 2022.
<b>OWNER</b>	Board of Education of Huntley Community School District No. 158
<b>OPTIONEE</b>	FFP IL Community Solar, LLC, a Delaware limited liability company
<b>PROPERTY</b>	That real property consisting of the parcel(s) located in Lake in the Hills, County of McHenry, State of Illinois as more particularly described on <b><u>Exhibit A</u></b> , together with any improvements located thereon and rights, benefits and easements appurtenant to the parcel(s).
<b>LAND</b>	Approximately fifteen (15) acres of the Property as depicted on <b><u>Exhibit B</u></b> , together with all appurtenant rights and easements.
<b>OPTION PERIOD</b>	Two (2) years from the Effective Date, which Optionee may extend for an additional period of one (1) year pursuant to <b><u>Section 2(a)</u></b> .
<b>OPTION PAYMENT</b>	An annual amount equal to five thousand and No/100 Dollars (\$5,000.00), to be paid in quarterly installments of one-fourth (1/4 <sup>th</sup> ) of the total annual amount pursuant to <b><u>Section 2(b)</u></b> below (each an “ <b>Option Payment</b> ”, and collectively, the “ <b>Option Payments</b> ”) shown on Schedule 1.
<b>THIRD PARTY INTERESTS (List Section 7(f) items or “None”)</b>	Fruin Farms

SCHEDULE 1 – Payment Schedule

**LIST OF EXHIBITS**

- EXHIBIT A – Legal Description of the Property
- EXHIBIT B – Depiction of the Land
- EXHIBIT C – Form of Ground Lease

1. **Grant of Option.** Owner hereby irrevocably grants to Optionee the exclusive option (the “**Option**”) to lease all or any portion of the Land and obtain any easements upon other portions of the Property reasonably required for access and transmission lines (collectively, the “**Easements**” and together with the Land, the “**Premises**”) that Optionee deems necessary for the Project (defined below), in accordance with this Agreement. If Optionee exercises the Option in accordance with Section 3 below, the parties shall enter into the ground lease agreement (the “**Lease**”) in the form attached hereto as Exhibit C and incorporated herein by this reference. “**Project**” shall mean the solar electric generating facility and any related facilities to be constructed and operated on the Premises.

2. **Option Period and Payment.**

(a) **Option Period.** The period during which the Option may be exercised shall commence on the Effective Date and continue until the expiration of the Option Period. Optionee shall have the right to extend the Option Period for one (1) additional one (1) year period, provided that Optionee delivers notice to Owner of its intent to extend the Option Period at least thirty (30) days prior to the original expiration of the Option Period. Notwithstanding the foregoing, the Option Period shall automatically terminate upon the earlier of (i) execution of the Lease by Owner and Optionee; (ii) Optionee providing written notice of its election to cancel this Agreement for any reason or no reason whatsoever (in Optionee’s sole and absolute discretion); or (iii) 5:00 p.m. Central Time on the date of expiration of the Option Period.

(b) **Option Payment.** Within sixty (60) days after the Effective Date, Optionee shall pay to Owner the first quarterly installment of the Option Payment and shall make each subsequent installment of the Option Payment on a quarterly basis thereafter within 60 days of the beginning of each quarter.

3. **Notice of Exercise of Option.** Optionee may exercise the Option at any time during the Option Period by delivering to Owner a written notice exercising the Option (the “**Option Notice**”).

4. **Closing.** Upon delivery of the Option Notice to Owner in accordance with Section 3 above, the execution of the Lease by Owner and Optionee (the “**Closing**”) shall take place on the date designated by Optionee. However, Owner shall have seven (7) days to review and respond to the Closing Notice. If Owner fails to respond within seven (7) days from receipt of notice, Closing may commence without delay.

5. **Due Diligence; Title.**

(a) **Due Diligence.** Within ten (10) days following the Effective Date, Owner will provide Optionee with copies of all leases, contracts, studies, reports (including all environmental reports), maps, surveys, litigation documentation, governmental approvals, permits, correspondence and any other materials in Owner’s possession or reasonable control that are material to evaluating the Property that are not subject to any applicable privacy laws.

(b) **Title.** Optionee, at Optionee’s cost, may obtain a preliminary title report (the “**Title Report**”) and/or survey (the “**Survey**”) for the Property. If Optionee, in its sole discretion, determines that the existence, use, operation, implementation or exercise of any matters identified by the Title Report or Survey could materially delay, interfere with, impair or prevent Optionee’s development, operation or financing of the Project, then Optionee may notify Owner of such issues and Owner shall cooperate with Optionee in efforts to obtain a release, subordination, non-disturbance agreement, consent or other agreement (in a form reasonably acceptable to Optionee) from the holder(s) of such rights.

## 6. Right of Entry

(a) **Investigations.** Beginning on the Effective Date and throughout the Option Period, Owner shall provide to Optionee, its employees, agents, contractors, and current or potential lenders, partners or investors, reasonable access to the Property to conduct the Survey, evaluate, conduct and perform inspections, including soil and water testing, environmental assessments (Phase I and/or Phase II), engineering surveys, topographical, structural and geo-technical tests, and such other tests and inspections (collectively, the “**Investigations**”) that Optionee may deem necessary or advisable in its sole discretion, upon Optionee providing at least seventy-two (72) hours’ prior notice to Owner and to Owner’s farm tenant. Optionee shall keep the Property free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Optionee in connection with the Investigations. Optionee shall remove, or cause the removal of, any such lien by bond or otherwise within forty-five (45) days after Optionee actually becomes aware of the existence of such lien and if Optionee shall fail to do so, Owner may pay the amount necessary to remove such lien, without being responsible for investigating the validity thereof. Optionee shall not use the Property or any part thereof or suffer or permit Owner’s agents or contractors to do anything in or about the Property in conflict with any applicable law, statute, zoning restriction, ordinance, or governmental law, code, rule or regulation affecting the condition, use or occupancy of the property. Optionee shall not commit any public or private nuisance or any other act or practice which would materially disturb the quiet enjoyment of any occupant of nearby properties.

(b) **Optionee Indemnification of Owner.** Optionee shall indemnify, defend and hold Owner harmless from and against all claims, losses, liabilities, damages, losses, costs or expenses (including, without limitation, reasonable attorneys’ fees) (collectively, “**Claims**”) to the extent caused by entry onto the Property or portions thereof by Optionee, its agents or contractors during the Option Period; provided, however, that Optionee shall have no obligation or duty to indemnify, defend or hold Owner harmless from Claims (including, without limitation, Claims that the Property has declined in value) (i) arising out of, resulting from or incurred in connection with the results or findings of Optionee’s Investigations, or (ii) to the extent such Claims are due to the negligence or willful misconduct of Owner or its employees, agents or contractors. Notwithstanding the foregoing, Optionee’s indemnification obligations shall not extend to any conditions on, at or under the Property in existence as of the Effective Date, except and to the extent such conditions are actually aggravated by the gross negligence or willful misconduct of Optionee or its employees, agents or contractors. In the event that Optionee does not deliver the Option Notice, Optionee’s obligations hereunder shall survive the termination or expiration of the Option Period for one (1) year. If Optionee delivers the Option Notice, Optionee’s obligations set forth in this Section 6(b) shall be of no further force or effect upon execution of the Lease for any claims occurring after the execution of the Lease.

(c) **Crop Damage.** If during the Option Period, Optionee (i) damages or destroys any of Owner’s or its designee’s crops on the Land, Optionee shall pay Owner Two Thousand Five Hundred Dollars (\$2,500.00) per acre of disturbed land, (ii) prevents or impairs Owner or its designee from planting crops on the Land, Optionee shall pay Owner Two Thousand Five Hundred Dollars (\$2,500.00) per acre of disturbed land, less Owner or its designee's reasonably expected cost of planting and producing such crops. Any such payment hereunder shall be made within sixty (60) days of the receipt by Optionee of written evidence of such amount specified by Owner. In no event shall the aggregate payments made by Optionee hereunder exceed Thirty-Seven Thousand Five Hundred dollars (\$37,500.00). In order for Owner or its designee to remove crops associated with the Land, Optionee shall notify Owner at least nine (9) months before any work is commenced upon the Land. The Owner shall have thirty (30) days to review and respond. If Owner fails to respond within thirty (30) days from receipt of notice, construction may commence without payment of crop damage.

7. **Owner's Representations and Warranties.** Owner makes the following representations and warranties, which shall be true as of the Effective Date, the date the Option is exercised by Optionee, and shall survive the expiration or termination of this Agreement:

(a) **Authority.** Owner has the full legal right, power and authority, without the consent of any additional party or parties, to enter into this Agreement and to perform, its obligations hereunder. The execution and delivery of this Agreement and the consummation of all transactions and performance of all obligations contemplated hereby have been duly authorized and will not conflict with, or result in a breach of any of the terms or provisions of, or constitute a default under, any document or instrument to which Owner is a party.

(b) **Binding on Owner.** The person executing this Agreement on behalf of Owner has full power and authority to bind Owner to the obligations set forth herein, and upon execution and delivery of the same, this Agreement will constitute a valid and binding instrument enforceable in accordance with its terms.

(c) **Claims or Actions.** To the best of Owner's knowledge, there are no current, pending or contemplated actions, administrative inquiries or proceedings, suits, arbitrations, claims or proceedings commenced by any person or governmental entity affecting the Property or any portion thereof.

(d) **No Violation of Laws.** To the best of Owner's knowledge, the Property is not in violation of any applicable federal, state, local or other laws, regulations or codes (the "**Laws**") and Owner has not received notice pertaining to the violation of any Laws affecting the Property or any portion thereof, and Owner has no knowledge of any facts which might be a basis for any such notice.

(e) **Bankruptcy.** Owner has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any voluntary petition by its creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of its assets; or (iv) suffered the attachment or other judicial seizure of all or substantially all of its assets.

(f) **Fee Owner; Liens.** Owner holds the entire fee simple interest in the Property. Except as previously disclosed by Owner to Optionee in writing or as disclosed as matters of record in the Title Report, Owner represents that there are no liens upon Owner's right, title or interest in the Property other than liens for monetary obligations for which Owner shall obtain a SNDA pursuant to Section 8(a). Except as otherwise listed in the Basic Option Provisions, Owner has not granted or entered into any other options, rights of first refusal, offers to purchase or lease or agreements to sell or lease all or any part of the Property (collectively, "**Third Party Interests**") other than with Optionee pursuant hereto.

(g) **Environmental Laws.** To the best of Owner's knowledge, the Property, including, but not limited to, all improvements, facilities, structures and equipment thereon, and the soil and groundwater thereunder, is not in violation of any Environmental Laws (as defined in the Lease). No release or threatened release of any Hazardous Substance (as defined in the Lease) has occurred, or is occurring, at, on, under, from or to the Property, and no Hazardous Substance is present in, on, under or about, or migrating to or from the Property that could give rise to a claim under any Environmental Laws. Neither Owner nor, to the best of Owner's knowledge, any third party has used, generated, manufactured, produced, stored or disposed of on, under or about the Property, or transported to or from the Property any Hazardous Substances in violation of Environmental Laws. To the best of Owner's knowledge there are not now and never have been any underground storage tanks, containers or wells located on or under the Property and there is no asbestos contained in, forming part of, or contaminating any part of the Property or improvements thereon.

During the Option Period, Owner shall timely notify Optionee in writing of any changes affecting any of the foregoing representations and warranties.

8. **Owner's Covenants.** Owner hereby covenants and agrees that, from and after the Effective Date, though the Option Period and, if the Option is exercised, thereafter during the period up to and including the Closing:

(a) **Owner Mortgages.** Owner shall use commercially reasonable efforts to deliver to Optionee a subordination, non-disturbance and attornment agreement(s), in form and substance reasonably acceptable to Optionee (each, a "SNDA") from the current holder(s) of any deed of trust, mortgage or other lien encumbering the Property. Owner shall make all payments required under any loan secured by a mortgage or deed of trust encumbering the Property and pay all real property taxes and assessments levied or imposed against the Property and before any of the same become delinquent. During the Option Period, Owner shall not mortgage or otherwise encumber its interest in the Property without providing Optionee with fifteen (15) days prior written notice thereof and an SNDA reasonably acceptable to Optionee from such holder(s) of any deed of trust, mortgage or other lien encumbering the Property.

(b) **Mortgage of Optionee's Interest.** Optionee shall have the right to obtain financing from one or more Financing Parties (as defined in the Lease) by way of a direct or collateral assignment of this Agreement to a Financing Party. Notwithstanding the fact that the parties to this Agreement have not yet executed the Lease, Owner agrees that the provisions of Section 14 (Mortgage of Tenant's Interest) of the Lease shall apply to any such financing related to this Agreement by any Financing Party..

(c) **Permits; Cooperation with Development.** Optionee shall have the right to apply for, at Optionee's expense, applications for land use entitlements, special use permits and other zoning modifications and approvals, environmental approvals and permits, building permits, site plans, and subdivision or minor land division requests and parcel maps to allow for the construction of the Project. Owner shall cooperate with Optionee in Optionee's efforts to obtain such permits and approvals by executing such documents as are reasonably necessary.

(d) **Use of the Property.** Owner will not commit waste on the Property or otherwise materially change the Property, nor will Owner agree to grant or permit any easement, lease, license, right of access or other possessory right in the Premises to any third party without the prior written consent of Optionee. Owner shall materially comply with all Laws applicable to the Property. Optionee acknowledges and approves of the Third Party Interest (current farm tenant) and the continued use of the Property for farming and all related activities thereto. However, once Optionee has notified Owner and the Third Party Interest (current farm tenant) of work commencing upon the Land, Owner and Third Party Interest shall limit the use of the Property to areas outside of the Project.

9. **Insurance.** Effective as of the date Optionee enters the Property for the Investigations, and continuing through the Option Period, Owner and Optionee shall obtain and maintain the following insurance coverages in full force and effect either through insurance policies or acceptable self-insured retentions: (a) Workers' Compensation Insurance as may be from time to time required under applicable federal and state law, (b) Commercial General Liability Insurance with limits of not less than \$2,000,000 general aggregate, \$1,000,000 per occurrence, (c) automobile insurance with a \$1,000,000 combined single limit, and (d) umbrella liability insurance with limits of not less than \$5,000,000 per occurrence and \$5,000,000 general aggregate. Additionally, Optionee shall carry all risk builder's risk insurance on the Solar Facility with limits at least the amount of the cost to construct the Solar Facility, which need not be covered by Purchaser's property coverage. The amount and terms of insurance coverage will be determined at ForeFront Power's reasonable discretion, provided they exceed the minimum requirements of this Agreement.

10. **Assignment.** Optionee shall have the right to assign its rights and obligations under this Agreement to any Optionee affiliate, third party, and/or party providing financing to Optionee without the prior consent of Owner. Owner shall not have any right to assign its rights and obligations under this Agreement without Optionee's prior written consent, not to be unreasonably withheld, conditioned or delayed.

11. **Termination.**

(a) **Default.** Each of the following events shall constitute an event of default by the applicable party and shall permit the non-defaulting party to terminate this Agreement and pursue the remedies described below, which, as to Owner, shall consist solely of the remedies described in Section 11(b) below, and, as to Optionee, shall consist of all other remedies at law or equity, including, but not limited to, specific performance of Owner's obligations under this Agreement and the Lease (provided the Option is exercised by Optionee) or to terminate this Agreement and immediately recover all Option Payments paid to Owner.

(i) The failure of Optionee to pay amounts required to be paid hereunder when due, where such failure continues for thirty (30) days after Optionee has received written notice of such failure from Owner;

(ii) The failure of either party to perform any of the other terms, agreements or conditions set forth in this Agreement, where such failure continues for forty-five (45) days (or such longer period required to cure such failure, provided such party promptly commences its efforts to cure such failure, not to exceed ninety (90) days in total), after receipt of written notice from the other party; or

(iii) A party files for bankruptcy or has an involuntary petition in bankruptcy or a request for appointment of a receiver filed against it, where such involuntary petition or request is not dismissed within ninety (90) days after filing.

(b) **Owner Remedies – Liquidated Damages.** EXCEPT FOR (I) OPTIONEE'S INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT, AND (II) OWNER'S ABILITY TO SEEK DAMAGES OR ANY OTHER REMEDY AT LAW OR IN EQUITY FOR PERSONAL INJURIES OR PROPERTY DAMAGE TO THE EXTENT CAUSED BY OPTIONEE WHILE ON THE PROPERTY, OWNER'S SOLE REMEDY UPON AN EVENT OF DEFAULT BY OPTIONEE SHALL BE TO RETAIN THE OPTION PAYMENTS IT HAS THEN RECEIVED AS LIQUIDATED DAMAGES FOR SUCH DEFAULT OF OPTIONEE, AND IN SUCH EVENT, OPTIONEE SHALL HAVE NO FURTHER RIGHT WHATSOEVER TO LEASE THE PREMISES AND OWNER SHALL HAVE NO RIGHT TO SEEK ANY FURTHER DAMAGES OR REMEDY, AT LAW OR IN EQUITY. THE PARTIES AGREE THAT IT WOULD BE IMPRACTICAL AND/OR EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES THAT WOULD BE SUFFERED BY OWNER AS A RESULT OF ANY SUCH DEFAULT BY OPTIONEE, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH OWNER WILL INCUR AS A RESULT OF ANY SUCH DEFAULT BY OPTIONEE. SUCH RETENTION OF THE OPTION PAYMENTS BY OWNER IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO OWNER AND SHALL NOT BE DEEMED TO CONSTITUTE A FORFEITURE OR PENALTY. OPTIONEE AND OWNER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION 11 AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

\_\_\_\_\_  
Owner's Initials

\_\_\_\_\_  
Optionee's Initials

(c) **Termination by Optionee Absent Default by Owner.** If Optionee determines, in its sole and absolute discretion, that the Land is unsuitable or undesirable for leasing by Optionee, or for any reason or no reason whatsoever, Optionee shall have the right to terminate this Agreement by giving written notice thereof to Owner and this Agreement shall terminate on the date specified in Optionee's written notice. If the Agreement is terminated during the Option Period pursuant to the preceding sentence, then neither party shall have any further rights or obligations hereunder; provided, however, that Owner shall retain all Option Payments it shall have received hereunder prior to the date of termination of the Option Agreement and any provisions hereof that expressly survive termination of this Agreement shall remain in effect and provided that Optionee shall provide any payments due hereunder, including, but not necessarily limited to those outlined in Section 2 and any overdue Option Payments.

12. **Mediation; Litigation.** Any dispute, claim, or controversy arising from or relating to this Option Agreement must exclusively be resolved first by mediation with a single mediator selected by the Parties, with such mediation to be held in McHenry County, Illinois. The parties will attempt to select a mediator within 30 days of a party's request for mediation. If the parties fail to agree on a mediator, a mediator will be appointed by the presiding judge of the McHenry County Circuit Court upon a party's request. The mediator's fees and expenses will be shared equally by the parties. Each party will bear its own attorney fees. Any litigation arising out of or related to this Option Agreement will be tried to the court without a jury. Each party will bear its own fees, costs and expenses related to any litigation, including attorney fees.

This Section 12 will survive the termination or expiration of this Agreement.

13. **Miscellaneous.**

(a) **Attorneys' Fees.** In the event of any action between the parties hereto for enforcement or interpretation of any of the terms or conditions of this Agreement, including pursuant to Section 12, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees actually incurred, together with its other reasonable out-of-pocket costs and expenses, including expert witness fees, accounting and other professional fees.

(b) **Waiver of Jury Trial.** EACH PARTY HERETO WAIVES, TO THE FULL EXTENT PERMITTED BY LAW, THE RIGHT TO A JURY TRIAL IN ANY LITIGATION CONCERNING THIS AGREEMENT OR ANY DEFENSE, CLAIM, COUNTERCLAIM, CLAIM OF SET-OFF OR SIMILAR CLAIM OF ANY NATURE.

(c) **Confidentiality.** To the extent permitted by law, Owner will maintain in strict confidence, for the sole benefit of Optionee, the existence and the terms of this Agreement and the transactions contemplated herein, provided, however, Owner may disclose this Agreement and the transactions contemplated herein to Owner's affiliates, subsidiaries, attorneys, consultants or other agents or professional advisors, or as required by law.

(d) **Counterparts.** This Agreement may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby agree signatures transmitted by facsimile or email shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered and hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

(e) **Time Periods.** If any date for exercise of any right, giving of any notice, or performance of any provision of this Agreement falls on a Saturday, Sunday or holiday, the time for performance will be extended to the next business day.

(f) **No Waiver.** The failure of either party to require strict performance by the other party of any provision of this Agreement will not be considered a waiver of any other provision, nor prevent any party from enforcing that or any other performance at any time thereafter.

(g) **Further Assurances.** The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

(h) **Governing Law.** This Agreement is made pursuant to, and shall be construed and enforced in accordance with, the laws of the state of Illinois.

(i) **Amendments; Entire Agreement.** This Agreement contains the entire agreement between the parties and is intended by the parties to set forth their entire agreement with respect to the subject matter hereof, and any agreement hereafter made shall be ineffective to change, modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. Owner and Optionee agree that all prior or contemporaneous oral or written agreements between or amongst themselves or their agents are merged in or revoked by this Agreement.

(j) **Partial Invalidity.** If any term or provision of this Agreement is, to any extent, determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(k) **Successors and Assigns.** Subject to Section 10, this Agreement, and the rights and obligations of the parties hereto, shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, executors, administrators and permitted assigns.

(l) **Interpretation.** Each party acknowledges that it has been represented by or had the opportunity to be represented by legal counsel in its review of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

(m) **Survival of Terms.** All covenants, representations and warranties contained in this Agreement shall survive Closing. Those provisions in this Agreement which by their terms are intended to be or must be performed in whole or in part after the Closing or after termination of this Agreement shall survive Closing and the termination of this Agreement.

(n) **Headings.** The headings herein are inserted only for convenience and shall have no effect in interpreting the meaning of any provision.

(o) **Time is of the Essence.** Time is of the essence in this Agreement and each and every provision of this Agreement.

(p) **Memorandum of Option.** Contemporaneously with the execution of this Agreement, the parties shall execute and acknowledge a Memorandum of Option to Lease Agreement to be recorded in the official records of the county where the Property is located (the “**Memorandum**”) in a form reasonably acceptable to Owner and Optionee. Optionee may record the Memorandum at any time after the Effective Date.

(q) **Notices.** All notices, approvals, disapprovals or elections required or permitted to be given under this Agreement shall be in writing and shall be (i) delivered personally; (ii) mailed by certified or registered mail, return receipt requested; (iii) sent by email transmission; (iv) sent by facsimile transmission; or (v) sent by Federal Express or other professional carrier, to the parties at the addresses listed below or at such other addresses as shall be designated by Optionee or Owner in writing. Except as expressly set forth in this Agreement, notices shall be deemed given upon delivery or tender of delivery to the intended recipient; provided, however, that (x) notice sent by email or facsimile shall only be deemed received when both (A) the sender has electronic confirmation that it was sent to all parties (and has retained a confirmation of the delivery) and (B) at least one addressee entitled to notice for the applicable party has acknowledged receipt of the transmission; and (y) if a post office box is provided as the notice address, notice shall be deemed to have been given or made five (5) days after being deposited in the United States mail with appropriate postage prepaid. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

**Owner Address**

Huntley Community School District No. 158  
650 Dr. John Burkey Drive  
Algonquin, IL 60102  
(fax (847) 659-6122)

---

Attn: Dr. Scott Rowe, Superintendent  
Phone: (847) 659-6158  
E-mail: srowe@district158.org

With a copy to:  
Miller, Hall & Triggs, LLC  
416 Main Street, Suite 1125  
Peoria, IL 61602

Attn: Jay Greening  
Phone: 309-671-9600  
E-mail: jay.greening@mhtlaw.com\_\_

**Optionee Address**

FFP IL Community Solar, LLC  
c/o Forefront Power, LLC  
Attn: Legal  
100 Montgomery Street, Suite 725  
San Francisco, CA 94104  
Email: FPlegal@forefrontpower.com

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have executed this Agreement on the date first written above.

**“Owner”**

Board of Education of Huntley Community School District No. 158,  
An Illinois School District

By: \_\_\_\_\_  
Board President

Attest: \_\_\_\_\_  
Board Secretary

**“Optionee”**

FFP IL Community Solar, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Schedule 1**

**Option Payment Schedule**

**YEAR 1 of OPTION PAYMENT**

_____, 20__	1 <sup>st</sup> Quarterly Payment within 60 days from Effective Date	\$1,250
_____, 20__	2 <sup>nd</sup> Quarterly Installment from Effective Date	\$1,250
_____, 20__	3 <sup>rd</sup> Quarterly Installment from Effective Date	\$1,250
_____, 20__	4 <sup>th</sup> Quarterly Installment from Effective Date	\$1,250

**YEAR 2 of OPTION PAYMENT**

_____, 20__	5 <sup>th</sup> Quarterly Installment from Effective Date	\$1,250
_____, 20__	6 <sup>th</sup> Quarterly Installment from Effective Date	\$1,250
_____, 20__	7 <sup>th</sup> Quarterly Installment from Effective Date	\$1,250
_____, 20__	8 <sup>th</sup> Quarterly Installment from Effective Date	\$1,250

**IF Necessary, YEAR 3 of OPTION PAYMENT**

_____, 20__	9 <sup>th</sup> Quarterly Installment from Effective Date	\$1,250
_____, 20__	10 <sup>th</sup> Quarterly Installment from Effective Date	\$1,250
_____, 20__	11 <sup>th</sup> Quarterly Installment from Effective Date	\$1,250
_____, 20__	12 <sup>th</sup> Quarterly Installment from Effective Date	\$1,250

**Exhibit A**

**Legal Description of Property**

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 22 (EXCEPT THE EAST 60 FEET LYING SOUTH OF THE NORTH 60 FEET AND EXCEPT THE NORTH 60 FEET LYING EAST OF THE WEST 50 FEET AND EXCEPT THE WEST 50 FEET THEREOF);

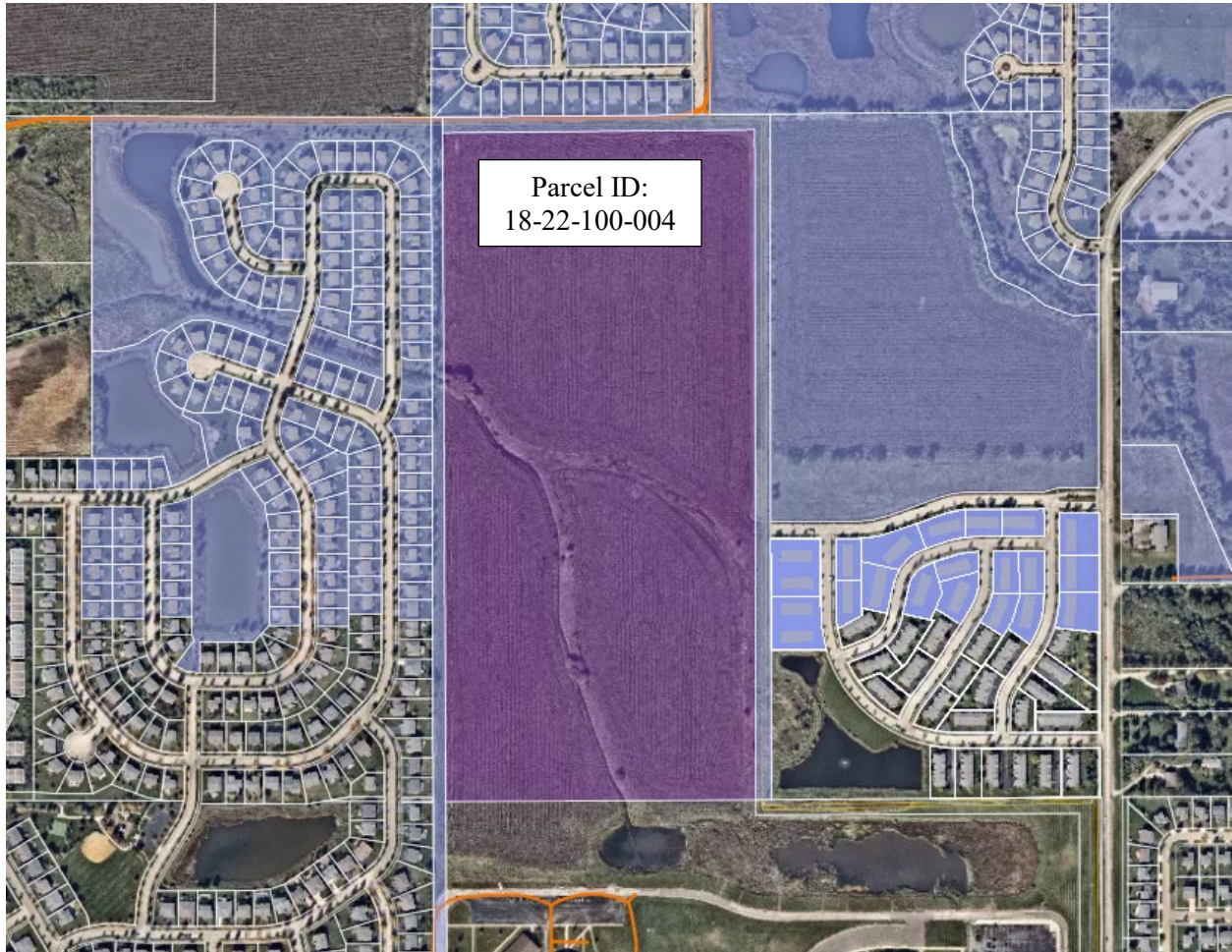
ALL IN TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENCY COUNTY, ILLINOIS

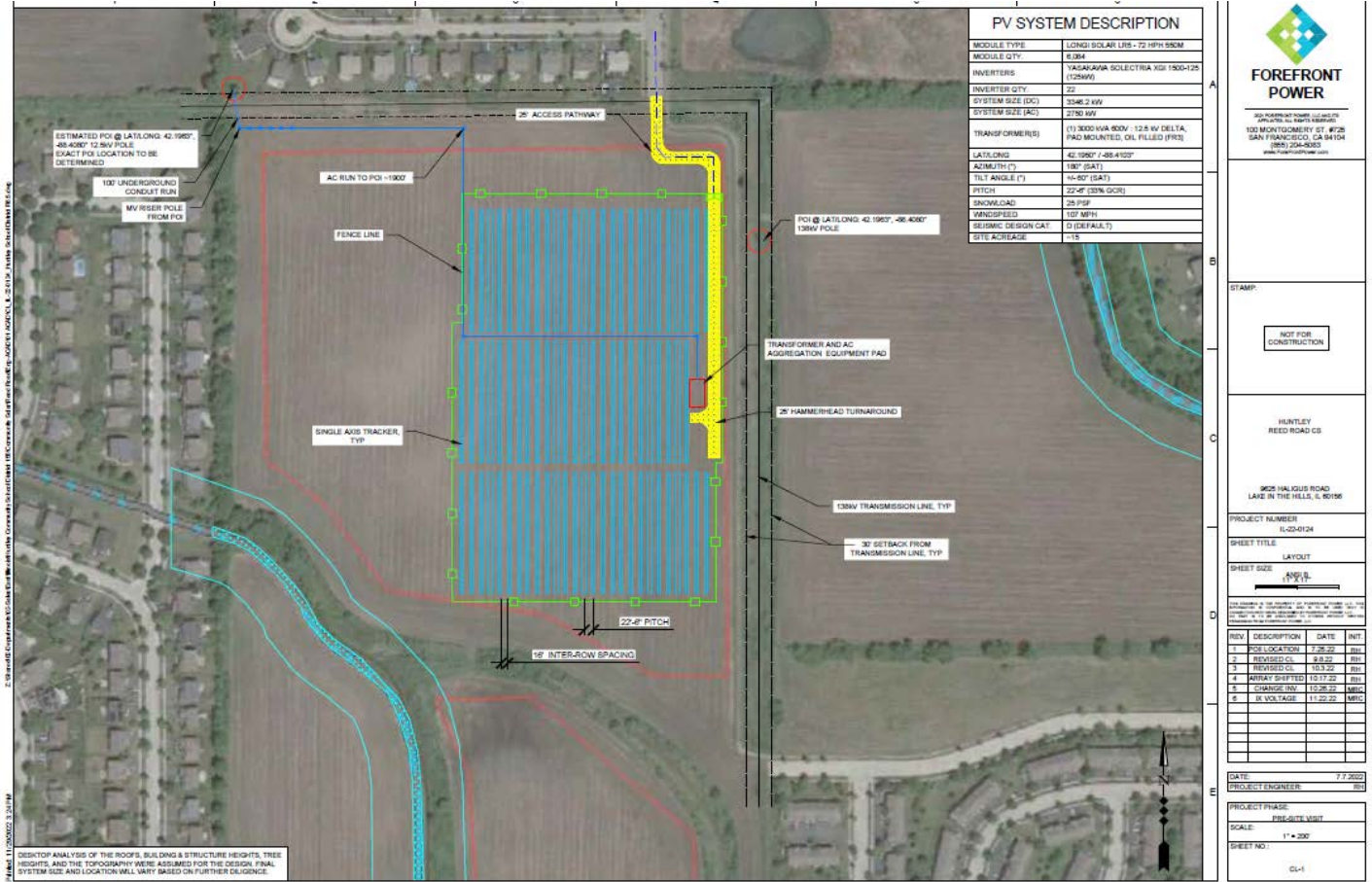
P.I.N.S 18-22-100-004

Commonly known as: a parcel of land located in Lake in the Hills, Illinois


**Exhibit B**

**Depiction of the Land**





PV SYSTEM DESCRIPTION	
MODULE TYPE	LONGI SOLAR LRS-72 181H 60M
MODULE QTY	6,084
INVERTERS	YASKAWA ELECTRA XG1 1900-125 (125kW)
INVERTER QTY	22
SYSTEM SIZE (DC)	3546.2 kW
SYSTEM SIZE (AC)	2750 kW
TRANSFORMER(S)	(1) 3000 kVA 800V 12.5 W DELTA PAD MOUNTED, OIL FILLED (PT3)
LAT/LONG	42.1967° / -86.4067°
AZIMUTH (°)	190° (SAT)
TILT ANGLE (°)	16-80° (SAT)
PITCH	22.4° (30% GCR)
SNOWLOAD	25 PSF
WINDSPEED	107 MPH
SEISMIC DESIGN CAT	D (DEFAULT)
SITE ACREAGE	~15



**FOREFRONT POWER**

100 MONTGOMERY ST #725  
SAN FRANCISCO, CA 94104  
(415) 734-5853  
www.forefrontpower.com

---

STAMP:

NOT FOR CONSTRUCTION

---

MURKIN REED ROAD CS

9625 HALKINS ROAD  
LAKE IN THE HILLS, IL 60156

---

PROJECT NUMBER: T-024704

SHEET TITLE: LAYOUT

SHEET SIZE: A11.1

---

REV	DESCRIPTION	DATE	INT
1	POI LOCATION	7.26.22	INT
2	REVISED CL	8.8.22	INT
3	REVISED CL	10.3.22	INT
4	ARRAY SHIFTED	10.17.22	INT
5	CHANGE INV	10.26.22	MEG
6	W. VOLTAGE	11.22.22	MEG

---

DATE: 7.7.2022  
PROJECT ENGINEER: [Signature]

---

PROJECT PHASE: PRE-SITE VISIT

SCALE: 1" = 200'

SHEET NO.: CL-1

2022 Forefront Power Co. All rights reserved. Forefront Power Co. is not responsible for the accuracy of the information provided on this drawing. The information on this drawing is for informational purposes only and should not be used for any other purpose.

DESKTOP ANALYSIS OF THE ROOFS, BUILDING & STRUCTURE HEIGHTS, TREE HEIGHTS, AND THE TOPOGRAPHY WERE ASSUMED FOR THE DESIGN. FINAL SYSTEM SIZE AND LOCATION WILL VARY BASED ON FURTHER DUE DILIGENCE.

**Exhibit C**

**Form of Ground Lease**

**GROUND LEASE**

This GROUND LEASE (this “Lease”) is entered into as of the Effective Date by and between Landlord and Tenant (defined below).

In consideration of the mutual promises of the parties herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant and Landlord hereby agree as follows:

**BASIC LEASE PROVISIONS**

**EFFECTIVE DATE** \_\_\_\_\_, 2022.

**TENANT** FFP IL Community Solar, LLC, a Delaware limited liability company

**LANDLORD** Board of Education of Huntley Community School District No. 158]

**PROPERTY** Those certain parcels of real property, any improvements located thereon and rights, benefits and easements appurtenant to the parcels located in Lake in the Hills, County of McHenry, State of Illinois, as legally described on Exhibit A.

**LAND** Approximately (15) acres of the Property as more particularly described on **Exhibit B**, together with all appurtenant rights and easements, including, without limitation, the right to access and utilize all radiant energy emitted from the sun upon, over and across said real property.

**BASIC RENT**

From the Effective Date until the Commercial Operation Date An annual amount equal to \$1,500 per estimated buildable acre of Land for a total of \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_.00), to be paid in equal monthly installments of one-twelfth (1/12<sup>th</sup>) of the total annual amount, which shall be payable monthly pursuant to **Section 4** below.

From the Commercial Operation Date and continuing for the remainder of the Term An annual amount equal to \$1,500 per estimated buildable acre of Land for a total of \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_.00), which shall be payable in one installment pursuant to **Section 4** below. The rent shall escalate at 3.0% annually, on the anniversary of the Commercial Operation Date.

If interconnection costs are more than \$50,000 below the current estimate of \$300,000, Tenant and Landlord agree to revisit the defined Basic Rent to reflect the change in interconnection costs.

**TERM**

The period commencing on the Effective Date and expiring on the date that is twenty-five (25) years after the Commercial Operation Date (defined below) (the “**Initial Term**”). Tenant shall have the right to extend the Initial Term for one (1) additional four (4) year and eleven (11) month period (a “**Renewal Term**”), provided that Tenant delivers notice to Landlord of its intent to exercise the first Renewal Term at least thirty (30) days prior to the expiration of the Initial Term and notice of its intent to exercise the second Renewal Term at least thirty (30) days prior to the expiration of the first Renewal Term. The Initial Term and each Renewal Term are referred to herein collectively as the “**Term**”.

**ACCESS EASEMENT**

A non-exclusive, appurtenant easement to access the Land and to construct, maintain, reconstruct, and/or repair a road for vehicle uses of all types including, without limitation, construction vehicles and equipment, and/or pedestrian access on, over, across and through the Property in the locations more particularly described on **Exhibit C** (the “**Access Easement Area**”).

**TRANSMISSION EASEMENT**

A non-exclusive, appurtenant easement for constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, modifying and/or repairing aboveground electrical transmission lines and a line or lines of poles or towers, together with such wires and cables and communications lines as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper anchors, support structures, foundations, footings, cross arms and other appliances and fixtures for use in connection with said towers, wires and cables, in each case upon, through, over, across and/or under, as applicable, the Property in the location more particularly described on **Exhibit D** (the “**Transmission Easement Area**” and together with the Access Easement Area, collectively, the “**Easement Areas**” and collectively known as the “**Easements**”).

**LIST OF EXHIBITS**

EXHIBIT A – Legal Description of the Property

EXHIBIT B – Legal Description of the Land

EXHIBIT C – Access Easement Area

EXHIBIT D – Transmission Easement Area

EXHIBIT E – Form of Memorandum of Lease

1. **Basic Lease Provisions.** The Basic Lease Provisions set forth above and the Exhibits attached to this Lease are each incorporated into the body of this Lease as if set forth in full.

2. **Lease of Land.** Landlord hereby leases and grants to Tenant exclusive rights to the Land and Tenant agrees to and does hereby lease from Landlord, subject to the terms and conditions of this Lease, the Land, together with all right, title and interest of Landlord in and to all easements, rights, privileges and appurtenances to the same belonging or in any way appertaining thereto, to have and to hold the aforesaid Land and appurtenant interests unto Tenant for the Term (defined below) for the purposes of constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, modifying and/or repairing a solar electric generating facility, which may include photovoltaic solar panels, foundations, poles, towers, mounting systems, inverters, transformers, integrators, energy storage facilities, overhead or underground electrical and communications lines and conduits and additional utility lines, cables, conduits, transformers, wires, meters, monitoring equipment, substations, switch yards, fencing, landscaping and other related equipment and appurtenances (collectively, the “**Solar Facility**” or “**Solar Facilities**”).

3. **Term of Lease.** The Term of this Lease shall be the period described in the Basic Lease Provisions above. Notwithstanding the foregoing, Tenant may terminate this Lease at any time prior to the Commercial Operation Date for any reason or no reason whatsoever, without penalty, by providing written notice to Landlord prior to the Commercial Operation Date. The “**Commercial Operation Date**” is the date on which the Solar Facility achieves commercial operation.

4. **Rent.** Tenant covenants and agrees to pay Landlord during the Term the amount of the “**Basic Rent**” described in the Basic Lease Provisions above. Basic Rent due from the Effective Date and ending on the Commercial Operation Date shall be payable in advance in monthly installments and shall be due on or before the fifth (5<sup>th</sup>) business day of the applicable calendar month (prorated for any partial monthly period). Basic Rent due from the Commercial Operation Date and throughout the rest of the Term shall be payable annually in advance and shall be due on or before the fifth (5<sup>th</sup>) business day after the Commercial Operation Date and each anniversary thereafter during the Term (prorated for any partial annual period). The Basic Rent due from the Commercial Operation Date shall escalate at 3.0% annually, on the anniversary of the Commercial Operation Date.

5. **Easements and Non-Interference.**

(a) **Easement Areas.** If identified in the Basic Lease Provisions above, Landlord hereby grants, gives and conveys to Tenant and its successors and assigns the Easements described in the Basic Lease Provisions, if any, for a period coterminous with this Lease. Notwithstanding the fact that the Easements, if any, are non-exclusive, any concurrent uses of the Easement Areas by Landlord or any third parties shall not interfere with Tenant’s rights granted herein. The Land together with easements appurtenant to the Land and the Easement Areas, if any, shall be referred to herein as the “**Premises**”. If Tenant determines in its reasonable discretion that any additional easements across, through or under the Property are necessary, useful or appropriate for the construction and/or operation of the Solar Facilities, Landlord shall cooperate in granting or agreeing to such easements within forty-five (45) days of Tenant’s request, including, but not limited to, by amendment to this Lease or by separate agreement.

(b) **No Interference.** Landlord grants to Tenant the right and privilege to the free and unobstructed insolation of solar energy over and to the Land. Landlord’s activities and any grant of rights Landlord makes to any person or entity, whether located on the Premises or elsewhere, shall not, currently or prospectively, interfere with the construction, installation, maintenance, or operation of the Solar Facility

and/or access over the Premises to such Solar Facility and/or Tenant's rights granted hereunder to use the Premises as permitted pursuant to this Lease. Without limiting the generality of the foregoing, Landlord shall not (and shall not allow any other party to) disturb or interfere with the unobstructed flow of solar energy upon, over and across the Land, whether by placing towers or antennas of any type, planting trees or constructing buildings or other structures or facilities, or by engaging in any other activity on the Property or elsewhere that might delay the installation of, disrupt, or otherwise cause a decrease in the output or efficiency of the Solar Facility. Tenant may, as reasonably necessary, remove, trim, prune, top or otherwise control the growth of any tree, shrub, plant or other vegetation; dismantle, demolish, and remove any improvement, structure, embankment, impediment, berm, wall, fence or other object, on or that intrudes (or could intrude) into the Land that could obstruct, interfere with or impair the Solar Facility, the unobstructed flow of solar energy or the use of the Land by Tenant hereunder.

(c) **Temporary Easement.** Landlord grants to Tenant the right, privilege, and non-exclusive easement, to be located at a mutually acceptable location on a portion of the Property, to be used for temporary (i) storage and staging of tools, materials and equipment; (ii) construction laydown; (iii) parking of construction crew vehicles and temporary construction trailers; (iv) vehicular and pedestrian access and access for rigging and material handling; and (v) construction or installation of other facilities reasonably necessary to construct, erect, install, expand, modify or remove the Solar Facility. Tenant shall return such temporary easement area to the condition existing immediately prior to such use by Tenant to the extent reasonably practical (reasonable wear and tear, casualty and condemnation excepted).

#### 6. **Solar Facility; Personal Property; Use of Premises.**

(a) **Improvements as Personal Property.** The parties agree that any improvements, equipment, buildings, foundations, poles, towers or transmission lines at any time constructed by or for Tenant on the Premises, or at any time acquired by or for Tenant and located on the Premises, including, without limitation, the Solar Facility (collectively, the "**Improvements**") are the sole and exclusive property of Tenant and are hereby severed by agreement and intention of the parties and shall remain severed from the Premises, and shall be considered with respect to the interests of the parties hereto as the property of Tenant or a Financing Party (defined below) designated by Tenant, and, even though attached or affixed to or installed upon the Premises, shall not be considered to be fixtures or a part of the Premises and shall not be or become subject to the lien of any mortgage or deed of trust heretofore or hereafter placed on the Premises by Landlord. Landlord waives any rights it may have under the laws of the state where the Premises is located, arising under this Lease, or otherwise, to any lien upon, or any right to distress or attachment upon, or any other interest in, any item constituting part of the Solar Facility or any other equipment or other Improvements and consents to the filing by Tenant, on behalf of Landlord, of a disclaimer of the Solar Facility and the Improvements as fixtures of the Premises in the official records of the county where the Property is located. The parties further agree that all Environmental Attributes (defined below) and Solar Incentives (defined below) belong solely to Tenant and shall remain the personal property of Tenant and shall not attach to or be deemed a part of, or fixture to, the Premises. The Solar Facility and other Improvements shall at all times retain the legal status of personal property as used in Uniform Commercial Code – Secured Transactions, 810 ILCS 5/9-101, et. seq. "**Environmental Attributes**" shall mean, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products. "**Solar Incentives**" include, without limitation, any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies.

(b) **Use of Land.** Tenant and its designees shall have exclusive use of the Land and all air rights above the Land during the Term. Tenant may use the Premises for purposes related to the construction, placement, operation, maintenance, reconstruction, replacement, rebuilding, upgrading, removal, inspection, modification and/or repair of the Solar Facility and the other Improvements. All

actions taken by Tenant and its use of the Premises shall be in compliance with all applicable laws affecting the Land and the Premises.

(c) **Additions and Removals.** Tenant shall have the right, but not the obligation, at any time and from time to time during the Term, at its expense, to (i) make additions, changes, alterations, or improvements, structural or otherwise, to the Solar Facility; and (ii) demolish and remove the Solar Facility or any other Improvements hereafter located on the Premises.

(d) **Crop Damage.** If during construction of the Solar Facility, Tenant (i) damages or destroys any of Landlord's crops on the Land, Tenant shall pay Landlord Two Thousand Five Hundred Dollars (\$2,500.00) per acre of disturbed land, (ii) prevents or impairs Landlord from planting crops on the Land, Tenant shall pay Landlord Two Thousand Five Hundred Dollars (\$2,500.00) per acre of disturbed land, less Landlord's reasonably expected cost of planting and producing such crops. Any such payment hereunder shall be made within sixty (60) days of the receipt by Tenant of written evidence of such amount specified by Landlord. In no event shall the aggregate payments made by Tenant hereunder exceed Thirty-Seven Thousand Five Hundred dollars (\$37,500.00). In order for Landlord to remove crops associated with the Land, Tenant shall notify Landlord at least nine (9) months before any work is commenced upon the Land. The Landlord shall have thirty (30) days to review and respond. If Landlord fails to respond within thirty (30) days from receipt of notice, construction may commence without payment of crop damage.

7. **Mineral and Water Rights/Surface Use.** This Lease does not demise or lease to Tenant any oil, gas, water or minerals in place underneath the surface of the Premises or the right to extract and remove the same, and subject to the following terms and provisions of this Section 7, Landlord's rights, if any, in such oil, gas, and minerals are reserved to, and retained by, Landlord. During the Term, Landlord may not use, or permit the use of the Premises from the surface to a depth of five hundred (500) feet below the surface, for the purpose of exploring for, extracting, producing or mining such oil, gas, water or minerals. Landlord may explore for, extract or produce oil, gas and minerals from the Property in a manner which does not interfere with Tenant's use of or access to the Premises or affect the Solar Facility or access thereto and utilizes a method, such as "directional drilling" which does not require the use of the Premises to a depth of five hundred (500) feet below the surface.

8. **Landlord and Tenant's Insurance.** Generally, Landlord and Tenant shall each maintain the following insurance coverages in full force and effect throughout the Term either through insurance policies or acceptable self-insured retentions: (a) Workers' Compensation Insurance as may be from time to time required under applicable federal and state law, (b) Commercial General Liability Insurance with limits of not less than \$2,000,000 general aggregate, \$1,000,000 per occurrence, (c) automobile insurance with a \$1,000,000 combined single limit, and (d) umbrella liability insurance with limits of not less than \$5,000,000 per occurrence and \$5,000,000 general aggregate. Additionally, Tenant shall carry all risk builder's risk insurance on the Solar Facility with limits at least the amount of the cost to construct the Solar Facility, which need not be covered by Purchaser's property coverage. The amount and terms of insurance coverage will be determined at ForeFront Power's reasonable discretion, provided they exceed the minimum requirements of this Agreement.

(a) **Certificates of Insurance.** Each Party shall provide the other Party current certificates evidencing that the insurance required under Section 17.1 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insured agrees to give the other Party thirty (30) days' written notice before the insurance is cancelled or materially altered.

(b) **Additional Insureds.** Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured on a primary/noncontributory basis as its interest may appear.

(c) **Insurer Qualifications.** All insurance maintained hereunder shall be maintained with companies either rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide.

9. **Taxes and Assessments.** "Taxes and Assessments" shall mean all taxes, assessments or other impositions, general or special, ordinary or extraordinary, of every kind or nature, which may be levied, assessed or imposed upon or with respect to the Property or any part thereof, including the Premises, or upon any buildings, improvements, fixtures, equipment or personal property at any time situated thereon. Landlord shall pay before the same become delinquent any Taxes and Assessments which accrue during the Term and are imposed on, or arise in connection with, the Property (except those that are the responsibility of Tenant pursuant to clause (a) below), including any annual increases thereon unless resulting from Tenant's use of the Property. Tenant shall not be responsible for payment of any municipal, state or federal income, income profits or revenue tax imposed on rent, inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy or any tax related to a change of ownership of the Property.

(a) **Tenant's Taxes.** Throughout the Term (but attributable only to the period falling within the Term or any decommissioning period), Tenant shall pay, or cause to be paid, all Taxes and Assessments that may be imposed or assessed on the Solar Facilities, including any transfer or conveyance tax arising out of this Lease, and Tenant shall pay, or cause to be paid, any increase in Taxes and Assessments accruing during the Term against the Premises to the extent resulting directly from the presence of Tenant's Solar Facilities on the Premises. Landlord shall promptly forward to Tenant all notices, bills or other statements received by Landlord concerning any Taxes and Assessments. To the extent that any of the Taxes and Assessments payable by Tenant are jointly assessed with Landlord's Taxes and Assessments and other impositions, the parties shall cooperate in a good faith effort to cause such Taxes and Assessments to be separately assessed and if such separate assessment is not available, the parties agree to apportion the Taxes and Assessment based upon the work papers of the Assessor of the County in which the Premises in located. Tenant shall pay all such Taxes and Assessments directly to the taxing authority as the same become due and payable.

(b) **Right to Contest Assessment.** Tenant shall have the right in its own name or, if necessary, in Landlord's name, to contest the validity, assessment or amount, in whole or in part, of the Taxes and Assessments by appropriate proceedings timely instituted. Unless any such contest by Tenant shall effectively stay or prevent any official or judicial sale of the Premises or any part thereof by reason of nonpayment of any Taxes or Assessments, Landlord and Tenant shall each pay the Taxes and Assessments for which they are responsible under this Section 9 under protest. Landlord shall, at Tenant's request, and expense, fully cooperate with Tenant in all reasonable ways to contest any Taxes and Assessments. Tenant shall hold Landlord harmless from any costs and expenses related to any such contest, and Landlord and Tenant shall promptly pay any valid final adjudication enforcing any Taxes and Assessments for which it is responsible pursuant to this Section 9. Any refund of Taxes and Assessments payable as a result of any such proceedings attributable to a period of time during the Term shall be appropriately apportioned between Tenant and Landlord after first deducting all costs and expenses incurred by Tenant relating to any applicable contest. Tenant shall have the right to enter into an agreement for payment in lieu of taxes with the applicable taxing authority, and Landlord shall, at Tenant's request and expense, fully cooperate with Tenant in Tenant's effort to enter into such agreement and execute such documents as are reasonably necessary.

(c) The provisions of this Section 9 shall survive the expiration or earlier termination of this Lease.

10. **Right to Control Access.** Subject to the terms of this Lease and applicable law, Tenant shall have the right under the Lease to control and restrict access onto and over the Land and exclude others (other than Landlord and any parties with preexisting easement rights of record or other rights approved by Tenant), and Tenant may, at its sole expense, construct and maintain security devices on and surrounding the Land which Tenant deems appropriate and necessary for the protection of the Solar Facility, including, but not limited to, any type of fencing, security monitoring or other security safeguards.

11. **Subordination; Nondisturbance.** Landlord shall, at its expense, on or before the first payment of Basic Rent is due, unless earlier requested by Tenant, and as a condition to Tenant's obligation to make any payment of Basic Rent, deliver to Tenant a subordination, non-disturbance and attornment agreement(s) (each a "SNDA") from the current holder(s) of any deed of trust, mortgage or other lien encumbering the Premises, in form and substance reasonably acceptable to Tenant, which provides, among other things, that Tenant's occupancy or use of the Premises in accordance with the terms of this Lease, including the easements granted under this Lease, will not be disturbed. Such SNDA shall be recorded in the official records of the county where the Premises is located.

12. **Repairs, Maintenance, Damage or Destruction of the Premises.** Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Premises. Except in the case of Landlord's negligence or willful misconduct or as expressly set forth in this Lease, Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Premises and the Improvements thereon throughout the Term (including any repairs or reconstruction as a result of damage or destruction due to casualty), provided that Tenant shall have no obligation to construct or reconstruct any Improvements or to maintain the Improvements in any particular condition or state of repair so long as the Improvements comply with applicable legal requirements. All insurance proceeds paid on account of any damage or destruction occurring on the Premises or with respect to the Solar Facility or other Improvements under the insurance policies maintained by Tenant shall be paid to Tenant. If the Improvements, including the Solar Facility, are damaged or destroyed and Tenant elects not to repair or restore the Improvements or repair or construct a new Solar Facility, Tenant shall have the right, without waiving or exercising other rights or remedies, to terminate this Lease and remove any remaining Improvements in accordance with Section 17, without penalty, effective as of the date of the damage or destruction by giving written notice to Landlord.

13. **Condemnation.** If, at any time during the Term, all or any part of the Premises shall be condemned or transferred in lieu of condemnation, the net proceeds of such condemnation or transfer shall be divided between Landlord and Tenant in the proportions specified in the condemnation award or agreement of transfer or, if not so specified, in proportion to the fair value of Landlord's and Tenant's respective interests in this Lease and the Premises, provided that to the extent the net proceeds of any condemnation or transfer in lieu of condemnation are attributable to the Improvements, such proceeds shall be paid solely to Tenant with Landlord receiving any proceeds attributable solely to the residual value of the fee estate of the Premises. For the purpose of this Section 13, the net proceeds of a condemnation or transfer in lieu of condemnation shall mean the total proceeds of such condemnation or transfer less the costs and expenses incurred in connection therewith (including legal fees).

If the entire Land is condemned or transferred in lieu of condemnation, the Term shall terminate at the time title vests in the condemning authority. If a portion of the Premises is condemned or transferred in lieu of condemnation, the Lease shall continue in full force and effect with respect to that portion of the Premises which has not been so condemned or transferred and Basic Rent shall be equitably adjusted. Notwithstanding the foregoing, Tenant may terminate this Lease without penalty by giving written notice of termination to Landlord if, in Tenant's sole and absolute discretion, the Premises is not suitable for Tenant's intended use following such condemnation or transfer in lieu thereof.

14. **Mortgage of Tenant's Interest.**

(a) **Leasehold Financing.** Tenant may obtain financing pertaining to the Solar Facility from one or more Financing Parties (defined below), including but not limited to, (i) development, bridge, construction, term or permanent financing, (ii) investment capital or working capital and/or (iii) structured tax equity financing, securitization financing, sale-leaseback financing, tax credit financing and/or any other debt or equity financing, including without limitation, any renewals, refundings, extensions or refinancings of any of the foregoing. In connection therewith Tenant may enter into various agreements and execute various documents relating to such financing, which documents may, among other things, assign this Lease and the Easements and any other easements benefitting the Premises by way of direct or collateral assignment to a Financing Party, assignment of the Easements and a lease of the Solar Facility from such Financing Party to Tenant, grant the Financing Parties a sublease or other real property interest in Tenant's interest in and to the Premises, grant a first priority security interest in Tenant's interest in the Improvements and/or this Lease and Tenant's other interests in and to the Premises, including, but not limited to, any Easements, rights of way or other similar interests (such documents, collectively "**Financing Documents**"). Landlord acknowledges notice of the foregoing and consents to the foregoing actions and Financing Documents described above, and Landlord agrees to execute, and agrees to cause any and all of Landlord's lenders to execute, such subordination agreements, consents, estoppels and other acknowledgements of the foregoing as Tenant or the Financing Parties may request. For purposes herein, "**Financing Party**" or "**Financing Parties**" shall include (x) any individual, entity, financial institution, leasing company, or lender providing funds or extending credit to Tenant or its affiliates and (y) any collateral or administrative agent acting on behalf of any such individual, entity, financial institution, leasing company, or lender in connection with such financing.

(b) **Financing Party Protections.** Landlord agrees not to accept a voluntary surrender of this Lease at any time while a Financing Party has a lien on the leasehold estate; and Landlord and Tenant further agree that, so long as any such Financing Party shall have a lien on the leasehold estate, without the prior written consent of such Financing Party, Landlord and Tenant will not subordinate this Lease to any mortgage which may hereafter be placed on the fee of the Land or amend or alter any terms or provisions of this Lease. This provision is for the express benefit of and shall be enforceable by such Financing Party.

(c) **Financing Party Cure Rights.** If at any time any Financing Party (or Tenant on behalf of a Financing Party) shall have given to Landlord, a notice specifying the name and address of such Financing Party for purposes of receiving notice, Landlord shall send by personal delivery or by certified or registered mail or overnight courier service to such Financing Party a copy of each notice of default or other notice at the same time as and whenever any such notice of default or other notice shall thereafter be given by Landlord to Tenant, addressed to such Financing Party at the address last furnished to Landlord. No notice of default by Landlord shall be deemed to have been given unless and until a copy thereof shall have been so given to such Financing Party. Tenant irrevocably directs that Landlord accept, and Landlord agrees to accept, performance and compliance by any Financing Party (or its designee) of and with any term, covenant or condition on Tenant's part to be kept, observed or performed under this Lease with the same force and effect as though kept, observed or performed by Tenant. The Financing Party shall have the same period after delivery of notice of default to remedy the default, or cause the same to be remedied, but not the obligation to so remedy or commence to remedy, as is given to Tenant, plus the following additional time periods following the expiration of Tenant's cure period described in Section 16 below: (i) thirty (30) days in the event of a monetary default; and (ii) ninety (90) days in the event of a non-monetary default. A Financing Party shall have the absolute right to enforce its lien and acquire title to the leasehold estate (directly or through a designee) by any lawful means, including foreclosure or assignment in lieu of foreclosure, and thereafter assign or transfer the leasehold estate to a third party. The commencement of a judicial or non-judicial foreclosure proceedings by a Financing Party shall be deemed the commencement of a non-monetary cure provided that the Financing Party thereafter diligently prosecutes the same and upon acquisition by either the Financing Party or any other direct purchaser or direct transferee of Tenant's

interest under this Lease, whether at a judicial foreclosure, trustee's sale or by deed or assignment in lieu of foreclosure, such Financing Party, purchaser or transferee commences within ninety (90) days of acquiring such interest, and thereafter diligently prosecutes to completion, curing all defaults hereunder reasonably capable of being cured by such Financing Party or transferee.

(d) **Notice to Financing Parties.** In case of the termination of this Lease by reason of the happening of an Event of Default (defined below) or the leasehold estate is foreclosed or rejected by the Tenant in bankruptcy, Landlord shall give notice thereof to any Financing Party whose notice details have been provided to Landlord in accordance with Section 14(c), which notice shall be sent by personal delivery or by registered or certified mail or overnight courier service to such Financing Party at the address last furnished to Landlord. If, within ninety (90) days after the mailing of such notice, such Financing Party shall notify Landlord that such Financing Party or its designee desires to enter into a lease of the Premises with Landlord, Landlord shall join with the Financing Party, or its designee, in executing and delivering a new lease of the Premises to such Financing Party, or its nominee, for the remainder of the Term, at the Basic Rent and upon the terms, covenants and conditions contained in this Lease. Any new lease shall be superior to all rights, liens and interests intervening between the date of this Lease and the granting of a new lease and shall be free of any and all rights of Tenant under this Lease.

(e) **Financing Party Obligations.** No Financing Party shall have any obligation under this Lease prior to the time that such Financing Party acquires title to the leasehold estate by foreclosure, assignment in lieu of foreclosure or otherwise and has the possession or use thereof in accordance with Section 14(c) above. Moreover, any Financing Party or other party who acquires the leasehold estate pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations hereunder pertaining to (i) the period prior to the time such Financing Party has possession and use of the leasehold estate, or (ii) the period after such Financing Party or other party no longer has possession and use of the leasehold estate and such possession and use has properly vested in another person or entity. Notwithstanding the above, and to confirm, Landlord's right to pursue all available remedies against Tenant in the event of a default by Tenant, including termination of the lease, shall not be affected by this section nor shall Tenant be released from its obligations to Landlord under the Lease by the Financing party seeking to enforce any of its rights against Tenant. Further, Landlord shall be entitled to all Basic Rents owed while the Financing Party seeks to obtain possession and use of the leasehold estate.

(f) **Survival.** The provisions of this Section 14 shall survive the expiration or earlier termination of this Lease.

## 15. **Assignment and Subletting.**

(a) Tenant shall not have the right to assign any of its rights, duties or obligations under this Lease without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant may, without Landlord's consent, in its sole discretion, assign any of its rights, duties, or obligations under this Lease and with respect to the Improvements (i) to one or more of its affiliates, (ii) to any entity which controls, is controlled by or under common control with Tenant or its affiliates (the "**Affiliate Parties**"), (iii) to a Financing Party, (iv) to any present or future purchaser of the power generated by the Solar Facilities, (v) to any person or entity purchasing or otherwise succeeding to all or substantially all of the assets of Tenant or one of the Affiliate Parties, (vi) any entity engaged in a joint venture, partnership or similar arrangement with Tenant or any Affiliate Party, or (vii) to a successor entity in a merger or acquisition transaction.

(b) Landlord may not assign, sublease, or transfer its interest in the Premises or this Lease without the prior written consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed. However, Landlord may mortgage or pledge its interest in the Premises or this Lease without

the prior written consent of Tenant. Landlord shall obtain an SNDA pursuant to Section 11. Notwithstanding anything to the contrary in the preceding sentence, no assignment of Landlord's interest in the Premises or the Lease shall relieve Landlord of any of its obligations under this Lease, nor may any such assignment be made unless fee title to the Property is simultaneously transferred to the permitted assignee hereunder and unless such permitted assignee has first assumed all of Landlord's obligations under this Lease in writing.

16. **Default Provisions.**

(a) **Default.** The following events shall be deemed to be events of default (each an "Event of Default," and collectively, the "Events of Default"):

(i) Failure to pay any payment required to be made hereunder as the same shall become due and payable, and such failure shall continue for twenty (20) business days after written notice of such failure has been received by the defaulting party.

(ii) Failure to comply in any material respect with any material term, provision or covenant of this Lease, other than payment of monetary sums, and if such failure continues for a period of sixty (60) days after written notice specifying such failure has been received by the defaulting party, or in the case of any such failure which cannot with due diligence and in good faith be cured within sixty (60) days, within such additional period as may be reasonably required to cure such failure with due diligence and in good faith.

(iii) Any act or omission of Landlord that in any way, directly or indirectly, impacts, affects or impairs Tenant's ability to operate and/or the operation of the Solar Facility.

(b) **Remedies.** Upon the occurrence of any Event of Default, subject to the rights of any Financing Party, the non-defaulting party may, at its option, and in addition to and cumulatively of any other rights it may have at law or in equity or under this Lease (i) cure the Event of Default on the defaulting party's behalf, in which event the defaulting party shall reimburse the non-defaulting party for all sums so expended; (ii) terminate this Lease by notice to the defaulting party and in conformity with the procedures required herein and by applicable law; or (iii) enforce, by all proper and legal suits and other means, its rights hereunder. In addition to any other remedies Tenant may have, Tenant shall be entitled to injunctive or other equitable relief as a remedy.

17. **Surrender of Possession.**

(a) **Ownership of Improvements.** Subject to the rights of all Financing Parties, on the expiration or earlier termination of this Lease, title to all Improvements located at the Premises shall continue to be the property of Tenant, its successors or assigns.

(b) **Surrender.** In accordance with the foregoing, Tenant shall, on or before the last day of the Term, or upon the earlier termination of this Lease, peaceably and quietly leave, surrender and yield up to Landlord the Premises, free of subtenancies.

(c) **Decommissioning and Removal.** Promptly after the expiration or earlier termination of the Term, Tenant shall commence to decommission, dismantle and remove the Solar Facility and all other property of Tenant located on the Premises, returning the Premises to its condition as of the Effective Date to the extent reasonably practical (reasonable wear and tear, casualty and condemnation excepted); provided, however, that Tenant shall not be required to decommission, dismantle or remove any underground Improvements or to significantly alter the grade of the Premises. Landlord hereby grants to Tenant and its successors and assigns a license to enter upon the Premises to perform the activities required to be performed by Tenant pursuant to this Section 17(c), which license shall be effective commencing

upon the date of termination or expiration of the Term and shall continue for one hundred eighty (180) days thereafter.

18. **Indemnification.**

(a) **Tenant.** Tenant shall indemnify, defend and hold harmless Landlord, its affiliates, officers, directors, partners, managers, members, agents and employees and their successors and assigns (collectively, "**Landlord Party**") from and against any claim, loss, expense, including reasonable attorneys' fees, demand, lawsuit, or action for personal injury or property damage (collectively, "**Losses**"), to the extent resulting from (i) the negligent or willful misconduct of Tenant or any Tenant Party (defined below); and/or (ii) the material breach by Tenant of any obligation, representation or warranty arising under the Lease (beyond all applicable notice and cure periods). Tenant shall not, however, be required to reimburse or indemnify Landlord or any Landlord Party for any Losses to the extent such Losses are due to the negligence or willful misconduct of Landlord or any Landlord Party.

(b) **Landlord.** Landlord shall indemnify, defend and hold harmless Tenant, its affiliates, officers, directors, partners, managers, members, agents and employees and their successors and assigns (collectively, "**Tenant Party**") from and against any Losses, to the extent resulting from (i) the negligent or willful misconduct of Landlord or any Landlord Party; and/or (ii) the material breach by Landlord of any obligation, representation or warranty arising under the Lease. Landlord shall not, however, be required to reimburse or indemnify Tenant or any Tenant Party for any Losses to the extent such Losses are due to the negligence or willful misconduct of Tenant or any Tenant Party.

(c) **Consequential Damages.** Notwithstanding anything to the contrary herein, neither party shall be liable to the other for incidental, consequential, special, punitive or indirect damages, including but not limited to loss of use or loss of profit or revenue.

(d) **Survival.** The provisions of this Section 18 shall survive the expiration or earlier termination of this Lease.

19. **Quiet Enjoyment; Conveyance by Landlord.** As long as no Event of Default by Tenant has occurred or is continuing beyond any applicable cure period, Landlord covenants that Tenant shall and may peacefully and quietly have, hold, occupy and enjoy the Premises for the entire Term, without hindrance, ejection or molestation by Landlord or any party claiming under or through Landlord. In no event shall Landlord permit or suffer to exist any tax lien or other encumbrance on or against the Solar Facility, any Improvements or the Premises without Tenant's prior written consent, which may be withheld in Tenant's sole and absolute discretion. Landlord shall pay when due all of its obligations secured by a mortgage, deed of trust or other security. Upon either party's discovery of any such lien or failure to pay any secured obligations, such party shall (a) promptly give written notice thereof to the other party, and (b) Landlord shall cause the same to be discharged of record, paid or deliver to Tenant appropriate security for payment within thirty (30) days after Landlord receives notice of delinquency or filing of same, either by payment, deposit or bond. If Landlord fails to discharge any such lien or make any such payment, within such period, or to pay any Taxes and Assessments as required to be paid by Landlord under Section 9 above, then, in addition to any other rights or remedy hereunder, Tenant may, but shall not be obligated to, make the payment or procure the discharge of the same. Any amount so paid or discharged by Tenant, and all costs and other expenses related thereto, including reasonable attorneys' fees, in defending any such action or in procuring the discharge of such lien, together with interest thereon at 10% or the maximum permitted by law, shall be payable by Landlord to Tenant upon demand or may be deducted from the amounts owed to Landlord under this Lease.

20. **Requirements of Governmental Agencies.** Landlord shall assist and fully cooperate with Tenant, at no out-of-pocket expense to Landlord, in complying with or obtaining any land use permits and

approvals, building permits, environmental impact reviews or any other approvals or entitlements required for the financing, construction, installation, monitoring, replacement relocation, maintenance, operation or removal of the Solar Facility, including execution of applications for such approvals, and including participating in and supporting any appeals or regulatory proceedings respecting the Solar Facility. To the extent permitted by law, and subject to any and all required governmental entity approvals, Landlord hereby waives enforcement of any applicable setback requirements respecting the Solar Facility to be placed on the Land.

21. **Landlord's Representations, Warranties and Covenants.** Landlord hereby represents, warrants and covenants to Tenant as of the Effective Date as follows:

(a) **Possession.** Landlord holds the entire fee simple interest in the Premises and will deliver possession of the Premises to Tenant free and clear of all tenants and occupants and Landlord's personal property and equipment.

(b) **Authority.** Landlord has the full legal right, power and authority, without the consent of any additional party or parties, to enter into this Lease and to perform, its obligations hereunder. The execution and delivery of this Lease and the consummation of all transactions and performance of all obligations contemplated hereby have been duly authorized and will not conflict with, or result in a breach of any of the terms or provisions of, or constitute a default under, any document or instrument to which Landlord is a party.

(c) **Binding on Landlord.** The person executing this Lease on behalf of Landlord has full power and authority to bind Landlord to the obligations set forth herein, and upon execution and delivery of the same, this Agreement will constitute a valid and binding instrument enforceable in accordance with its terms.

(d) **Claims or Actions.** To the best of Landlord's knowledge, there are no pending or threatened claims, actions or suits affecting the Premises.

(e) **No Violation of Laws.** To the best of Landlord's knowledge, the Premises is not in violation of any applicable federal, state, local or other laws, regulations or codes (the "**Laws**") and Landlord has not received notice pertaining to the violation of any Laws affecting the Premises or any portion thereof, and Landlord has no knowledge of any facts which might be a basis for any such notice

(f) **Authority.** The execution, delivery and performance by it under this Lease have been duly authorized by all necessary action by Landlord and to the best of Landlord's knowledge do not violate any provision of any current Laws applicable to Landlord, the Property or any order, judgment or decree of any court or other agency presently binding on Landlord or conflict with or result in a breach of or constitute a default under any contractual obligation of Landlord.

(g) **Mortgages/Liens.** There are no pending mortgages or liens that affect the Premises that have not been subordinated to this Lease in a form reasonably acceptable to Tenant.

(h) **Bankruptcy.** Landlord has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any voluntary petition by its creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of its assets; or (iv) suffered the attachment or other judicial seizure of all or substantially all of its assets.

(i) **Hazardous Substances; Environmental Laws.** To the best of Landlord's knowledge, the Premises are free of any Hazardous Substances (as defined below) in a condition which violates any Environmental Laws (as defined below) and there are no outstanding claims and Landlord has not received any notice of any violations by any governmental authorities with respect to the Premises alleging a violation of applicable legal requirements and the Premises is in compliance with all legal requirements and Environmental Laws. Landlord shall indemnify, defend and hold harmless Tenant, and Tenant Party from

and against any and all claims, actions, causes of action, suits, proceedings, costs, expenses (including attorney's fees), liabilities, damages, penalties, fines, losses and liens of any type resulting from (i) the presence of any Hazardous Substances in, on or under the Premises as of the Effective Date, (ii) any release of Hazardous Substances caused or permitted by Landlord or any Landlord Party, or (iii) any violation or alleged violation of any Environmental Laws by Landlord or any Landlord Party.

The term "**Hazardous Substance**" as used in this Lease shall mean any hazardous or toxic material, substance or waste, pollutant or contaminant or infectious or radioactive material, which is regulated now or in the future under any statute, law, ordinance, rule or regulation of any local, state, regional or federal authority having jurisdiction over the Property, or its use, including, but not limited to any material, substance or waste, which is: (A) defined as a solid waste, hazardous substance, toxic substance or hazardous waste under any Environmental Laws; (B) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, and wastes; (C) polychlorinated biphenyls; (D) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents; (E) lead; (F) explosives; (G) infectious materials; (H) radioactive materials; or (I) defined or regulated as a hazardous substance or hazardous waste under any rules or regulations promulgated under any Environmental Law.

The term "**Environmental Laws**" means any federal, state or local laws, ordinances, statutes, codes, rules, regulations, orders or decrees now or hereinafter in effect relating to (A) pollution, (B) the protection or regulation of human health, natural resources or the environment, (C) the treatment, storage or disposal of Hazardous Substances, or (D) the emission, discharge, release or threatened release of Hazardous Substances into the environment, including, without limitation (1) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("**CERCLA**") (41 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act, as amended ("**RCRA**") (42 U.S.C. § 6901 et seq.), and the Toxic Substances Control Act, as amended ("**TSCA**") (15 U.S.C. § 2601 et seq.); and the Environmental Protection Act of Illinois ("**IEPA**"), 415 ILCS 5/1 et seq.

(j) **Survival.** The provisions of this Section 21 shall survive the expiration or earlier termination of this Lease.

22. **Estoppel Certificates.** Either party agrees, at any time and from time to time upon not less than fifteen (15) business days' prior notice by the other party or from a Financing Party, to execute, acknowledge and deliver to the other party, or to any person designated by the other party, a written estoppel certificate certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), and the dates to which the Basic Rent has been paid, and stating whether or not the other party is in default in keeping, observing or performing any term, covenant or condition contained in this Lease on the other party's part to be kept, observed or performed and, if in default, specifying each such default, and any other factual matters pertaining to this Lease reasonably requested by the other party or a Financing Party, it being intended that any such statement delivered pursuant to this Section 22 may be relied upon by the other party, or any prospective purchaser or encumbrancer of a party's interest in the Lease or any part thereof (including any Financing Party). Any party's failure to execute, acknowledge, and deliver, on request, such an estoppel within the specified time shall constitute acknowledgment by such party to all persons entitled to rely on the estoppel certificate that the information contained in the form of estoppel certificate provided with the request is true and accurate in all respects and shall constitute a waiver, with respect to all persons entitled to rely on the estoppel certificate, of any defaults that may exist as of the outside date for return of the requested estoppel certificate; provided that said acknowledgment and waiver shall not apply to the extent such acknowledgment or waiver is inconsistent with any statement or information set out in a written notice provided by such party to the requesting party within the specified time.

23. **Mediation; Litigation.** Any dispute, claim, or controversy arising from or relating to this Lease must exclusively be resolved first by mediation with a single mediator selected by the Parties, with such mediation to be held in McHenry County, Illinois. The parties will attempt to select a mediator within 30 days of a party's request for mediation. If the parties fail to agree on a mediator, a mediator will be appointed by the presiding judge of the McHenry County Circuit Court upon a party's request. The mediator's fees and expenses will be shared equally by the parties. Each party will bear its own attorney fees. Any litigation arising out of or related to this Lease will be tried to the court without a jury. Each party will bear its own fees, costs and expenses related to any litigation, including attorney fees.

24. **Miscellaneous Provisions.**

(a) **Attorneys' Fees.** In the event of any action between the parties hereto for enforcement or interpretation of any of the terms or conditions of this Lease, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees actually incurred, together with its other reasonable out-of-pocket costs and expenses, including expert witness fees, accounting and other professional fees.

(b) **Waiver of Jury Trial.** EACH PARTY HERETO WAIVES, TO THE FULL EXTENT PERMITTED BY LAW, THE RIGHT TO A JURY TRIAL IN ANY LITIGATION CONCERNING THIS LEASE OR ANY DEFENSE, CLAIM, COUNTERCLAIM, CLAIM OF SET-OFF OR SIMILAR CLAIM OF ANY NATURE.

(c) **Confidentiality.** To the extent permitted by law, Landlord will maintain in strict confidence, for the sole benefit of Tenant, the existence and the terms of this Lease and the transactions contemplated herein; provided, however, Landlord may disclose this Lease and the transactions contemplated herein to Landlord's affiliates, subsidiaries, attorneys, consultants or other agents or professional advisors, or as required by law.

(d) **Counterparts.** This Lease may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby agree signatures transmitted by facsimile or email shall be legal and binding and shall have the same full force and effect as if an original of this Lease had been delivered and hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature.

(e) **Time Periods.** If any date for exercise of any right, giving of any notice, or performance of any provision of this Lease falls on a Saturday, Sunday or holiday, the time for performance will be extended to the next business day.

(f) **No Waiver.** The failure of either party to require strict performance by the other party of any provision of this Lease will not be considered a waiver of any other provision, nor prevent any party from enforcing that or any other performance at any time thereafter.

(g) **Further Assurances.** The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Lease. Landlord agrees that whenever it is provided in this Lease that the prior consent or approval of Landlord is required, Landlord will not unreasonably withhold, condition or delay the giving of such consent or approval.

(h) **Governing Law.** This Lease is made pursuant to, and shall be construed and enforced in accordance with, the laws of the State of Illinois.

(i) **Amendments; Entire Agreement.** This Lease contains the entire agreement between the parties and is intended by the parties to set forth their entire agreement with respect to the subject matter hereof, and any agreement hereafter made shall be ineffective to change, modify or discharge this Lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of

the change, modification or discharge is sought. Landlord and Tenant agree that all prior or contemporaneous oral or written agreements between or amongst themselves or their agents are merged in or revoked by this Lease.

(j) **Partial Invalidity.** If any term or provision of this Lease is, to any extent, determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each remaining term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(k) **Successors and Assigns.** This Lease, and the rights and obligations of the parties hereto, shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, executors, administrators and permitted assigns.

(l) **Interpretation.** Each party acknowledges that it has been represented by or had the opportunity to be represented by legal counsel in its review of this Lease and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any amendments or exhibits hereto.

(m) **Survival of Terms.** Those provisions in this Lease which by their terms are intended to be or must be performed in whole or in part after the expiration or earlier termination of this Lease shall survive such expiration or termination of this Lease.

(n) **Headings.** The headings herein are inserted only for convenience and shall have no effect in interpreting the meaning of any provision.

(o) **Time is of the Essence.** Time is of the essence of this Lease and each and every provision of this Lease.

(p) **Memorandum of Lease.** Concurrently with the execution of this Lease, Landlord and Tenant shall execute and acknowledge before a notary public, in recordable form, and deliver a short form memorandum of lease in the form of **Exhibit E** attached hereto and incorporated herein, which shall be recorded by Tenant in the official records of the county where the Premises is located.

(q) **Notices.** All notices, approvals, disapprovals or elections required or permitted to be given under this Lease shall be in writing and shall be (i) delivered personally; (ii) mailed by certified or registered mail, return receipt requested; (iii) sent by email transmission; (iv) sent by facsimile transmission; or (v) sent by Federal Express or other professional carrier, to the parties at the addresses listed below or at such other addresses as shall be designated by Tenant or Landlord in writing. Except as expressly set forth in this Lease, notices shall be deemed given upon delivery or tender of delivery to the intended recipient; provided, however, that (x) notice sent by email or facsimile shall only be deemed received when both (A) the sender has electronic confirmation that it was sent to all parties (and has retained a confirmation of the delivery) and (B) at least one addressee entitled to notice for the applicable party has acknowledged receipt of the transmission; and (y) if a post office box is provided as the notice address, notice shall be deemed to have been given or made five (5) days after being deposited in the United States mail with appropriate postage prepaid. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

**Landlord Address**

Huntley Community School District No. 158  
650 Dr. John Burkey Drive  
Algonquin, IL 60102  
(fax (847) 659-6122)

\_\_\_\_\_  
Attn: Dr. Scott Rowe, Superintendent

Phone: (847) 659-6158  
E-mail: srowe@district158.org

With a copy to:  
Miller, Hall & Triggs, LLC  
416 Main Street, Suite 1125  
Peoria, IL 61602

Attn: Jay Greening  
Phone: 309-671-9600  
E-mail: jay.greening@mhtlaw.com\_\_

**Optionee Address**

FFP IL Community Solar, LLC  
c/o Forefront Power, LLC  
Attn: Legal  
100 Montgomery Street, Suite 725  
San Francisco, CA 94104  
Email: FPlegal@forefrontpower.com

[Signature Page to Follow]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the date first above written.

**LANDLORD:**

Board of Education of Huntley Community School District No. 158,  
An Illinois School District

By: \_\_\_\_\_  
Board President

Attest: \_\_\_\_\_  
Board Secretary

**TENANT:**

FFP IL Community Solar, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF )  
 ) ss  
COUNTY OF )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that (s)he signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes set forth therein.

GIVEN under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF )  
 ) ss  
COUNTY OF )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that (s)he signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes set forth therein.

GIVEN under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF )  
 ) ss  
COUNTY OF )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that (s)he signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes set forth therein.

GIVEN under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**EXHIBIT A**

**THE PROPERTY**

**TO BE ATTACHED AT NOTICE TO PROCEED**

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 22 (EXCEPT THE EAST 60 FEET LYING SOUTH OF THE NORTH 60 FEET AND EXCEPT THE NORTH 60 FEET LYING EAST OF THE WEST 50 FEET AND EXCEPT THE WEST 50 FEET THEREOF);

ALL IN TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENCY COUNTY, ILLINOIS

P.I.N.S 18-22-100-004

Commonly known as: a parcel of land located in Lake in the Hills, Illinois

**EXHIBIT B**

**THE LAND**

**TO BE ATTACHED AT NOTICE TO PROCEED**

[please provide]

**EXHIBIT C**

**ACCESS EASEMENT AREA**

**TO BE ATTACHED AT NOTICE TO PROCEED**

[Please provide]

**EXHIBIT D**

**TRANSMISSION EASEMENT AREA**

**TO BE ATTACHED AT NOTICE TO PROCEED**

**[please provide]**

**EXHIBIT E**

**FORM OF MEMORANDUM OF LEASE**

THIS DOCUMENT IS  
PREPARED BY AND  
AFTER RECORDING,  
PLEASE RETURN TO:

*Forefront Power, LLC  
Attn: Legal  
100 Montgomery Street,  
Suite 725  
San Francisco, CA 94104*

**[TO BE IN RECORDABLE FORM IN  
ILLINOIS, THERE MUST BE A 3" HIGH  
BY 5" WIDE BLANK SPACE IN THE  
UPPER RIGHT HAND CORNER OF THE  
FIRST PAGE]**

---

No transfer tax due. Term of Lease is less than 30 years.

**MEMORANDUM OF LEASE [AND EASEMENT]**

This MEMORANDUM OF LEASE (the “**Memorandum**”) is made and entered into as of \_\_\_\_\_, 202\_, by and between \_\_\_\_\_, a \_\_\_\_\_ (“**Landlord**”), and \_\_\_\_\_, a \_\_\_\_\_ limited liability company (“**Tenant**”).

**PRELIMINARY STATEMENT**

WHEREAS, Landlord is the owner of the real property located in \_\_\_\_\_ County, Illinois, more particularly described in Exhibit A attached hereto and made a part hereof (the “**Property**”).

WHEREAS, pursuant to that certain Ground Lease (the “**Lease**”) dated as of \_\_\_\_\_, 202\_ by and between Landlord and Tenant, Tenant leases from Landlord the land more particularly described in Exhibit B attached hereto and made a part hereof, together with all easements and similar appurtenances thereto (collectively, the “**Land**”).

WHEREAS, the parties hereto desire to enter into this Memorandum so that third parties shall have notice of the existence of the Lease and of the rights and obligations of Landlord and Tenant under the Lease.

**AGREEMENT**

NOW, THEREFORE, the parties hereto do hereby certify and agree as follows:

1. Lease. As set forth more fully in the Lease, Landlord leases to Tenant, and Tenant leases from Landlord, for the Term (as defined below), the Land in accordance with the terms and provisions of the Lease. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Lease.

2. **[NOTE: IF EASEMENTS WILL BE GRANTED BY THE LANDLORD, INCLUDE THIS PARAGRAPH. IF EASEMENTS WILL NOT BE GRANTED DELETE THIS PARAGRAPH]** Easements. As set forth more fully in the Lease, Landlord grants to Tenant a non-exclusive easement on, over, under, across and through that portion of the Property described in Exhibit C attached hereto and made a part hereof, for access and/or electrical transmission upon the terms and subject to the terms and conditions set forth in the Lease (the “**Easements**”).

3. Solar Energy Insolation. As set forth more fully in the Lease, Landlord grants to Tenant the right and privilege to the free and unobstructed insolation of solar energy over and to the Land. Landlord’s activities and any grant of rights Landlord makes to any person or entity, whether located on the Premises or elsewhere, shall not, currently or prospectively, interfere with: the construction, installation, maintenance, or operation of the Solar Facility and/or access over the Premises to such Solar Facility and/or Tenant’s rights to use the Premises as permitted pursuant to the Lease. Without limiting the generality of the foregoing, Landlord shall not (and shall not allow any other party to) disturb or interfere with the unobstructed flow of Solar Energy upon, over and across the Land, whether by placing towers or antennas of any type, planting trees or constructing buildings or other structures or facilities, or by engaging in any other activity on the Land or elsewhere that might delay the installation of, disrupt, or otherwise cause a decrease in the output or efficiency of the Solar Facility.

4. Personal Property. The parties agree that the Improvements are severed by agreement and intention of the parties and shall remain severed from the Premises, and, even though attached or affixed to or installed upon the Premises, shall not be considered to be fixtures or a part of the Premises and shall not be or become subject to the lien of any mortgage or deed of trust placed on the Premises by Landlord.

5. Term. The term of the Lease (the “**Term**”) commenced on the Effective Date and shall terminate on the date that is twenty-five (25) years after the Commercial Operation Date. Tenant has one (1) option to extend the Term for four (4) years and eleven (11) months.

6. Successors and Assigns. The Lease provides that the provisions of the Lease are binding upon and inure to the benefit of Landlord and Tenant and each of their respective representatives, successors and assigns, subject to the terms and provisions thereof.

7. Incorporation/Conflicts. All of the terms, conditions and agreements contained within the Lease are fully incorporated herein by reference as if fully set forth herein. This Memorandum is not intended to change the terms of the Lease and, in the event of a conflict between the terms and conditions of this Memorandum and the Lease, the terms and conditions of the Lease shall control.

8. Governing Law. This Memorandum shall be governed by the laws of the State of Illinois.

9. Counterparts. The parties agree that this Memorandum may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be duly executed under seal and delivered as of the date first written above.

**LANDLORD**

Board of Education of Huntley Community School District No. 158,  
An Illinois School District

By: \_\_\_\_\_  
Board President

Attest: \_\_\_\_\_  
Board Secretary

**TENANT**

FFP IL Community Solar, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF )  
 ) ss  
COUNTY OF )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that (s)he signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes set forth therein.

GIVEN under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF )  
 ) ss  
COUNTY OF )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that (s)he signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes set forth therein.

GIVEN under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF )  
 ) ss  
COUNTY OF )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that (s)he signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes set forth therein.

GIVEN under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Notary Public

(seal)

**EXHIBIT A to EXHIBIT E**

**LEGAL DESCRIPTION OF THE PROPERTY**

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 22 (EXCEPT THE EAST 60 FEET LYING SOUTH OF THE NORTH 60 FEET AND EXCEPT THE NORTH 60 FEET LYING EAST OF THE WEST 50 FEET AND EXCEPT THE WEST 50 FEET THEREOF);

ALL IN TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENCY COUNTY, ILLINOIS

P.I.N.S 18-22-100-004

Commonly known as: a parcel of land located in Lake in the Hills, Illinois

**EXHIBIT B to EXHIBIT E**  
**LEGAL DESCRIPTION OF THE LAND**  
**[TO BE ATTACHED]**

**[please provide]**

**EXHIBIT C to EXHIBIT E**

**LEGAL DESCRIPTION OF THE EASEMENTS**

**[TO BE ATTACHED]**

[please provide]



# Huntley Community School District 158

650 Dr. John Burkey Drive  
Algonquin, Illinois 60102  
(847) 659-6158 • www.district158.org

To: Board of Education and Administration

From: Mark Altmayer, Chief Financial Officer

Date: December 15 ,2022

Subject: **Supplemental Purchase Order Summary**  
Board of Education Meeting, December 15, 2022  
Action Items

The following is an updated executive summary of the attached report titled “Purchase Orders” which is a listing of purchase orders issued from November 28, 2022 to December 12, 2022, for which Administration is requesting Board Approval to issue payment once invoices have been received. Invoices which exceed an approved Purchase Order by \$100 or 10% of the Purchase Order (whichever is lower) will not be issued without additional Board approval.

Education Fund	\$ 1,903,277.02
Operations & Maintenance Fund	381,792.31
Debt Service Fund	8,312,337.50
Transporation Fund	197,899.42
Municipal Retirement and Social Security Fund	0.00
Capital Projects Fund	461,165.50
Working Cash Fund	0.00
Fire Prevention and Safety Fund	0.00
Total	<u>\$ 11,256,471.75</u>

**RECOMMENDATION**

Administration recommends the Board of Education approve the Supplemental Purchase Orders Report at the December 15, 2022 Regular Board meeting.



# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 1 of 34

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
<b>1ST Ayd Corporation</b>					
23120677	40-2554-410-00-79	Fleet Supplies	12/01/2022	500.00	40-2554-410-00-79
			<b>Total</b>	<b>\$500.00</b>	
<b>4 Imprint Inc</b>					
20231673	40-2550-410-00-79	Office Supplies	12/12/2022	561.15	40-2550-410-00-79
			<b>Total</b>	<b>\$561.15</b>	
<b>A Parts Warehouse</b>					
20231507	40-2554-410-00-79	Fleet Supplies	11/28/2022	190.00	40-2554-410-00-79
20231508	40-2554-410-00-79	Fleet Supplies	11/28/2022	410.08	40-2554-410-00-79
			<b>Total</b>	<b>\$600.08</b>	<b>181</b>
<b>ABM Industry Groups LLC</b>					
23120187	40-2550-321-00-79	Bus Sanitation	12/01/2022	3,150.00	40-2550-321-00-79
23120207	20-2542-310-00-79	Custodial Contract Service	12/01/2022	171,036.92	20-2542-310-00-79
23120217	20-2542-320-00-79-605-14	Contractual Overtime	12/01/2022	2,200.00	20-2542-320-00-79-605-14
23120227	20-2542-319-00-79-605-14	Contractual Cust. Replacement	12/01/2022	1,250.00	20-2542-319-00-79-605-14
			<b>Total</b>	<b>\$177,636.92</b>	
<b>Accountable Healthcare Staffing Inc</b>					
23120637	10-1101-310-00-79-605-14	Substitute Teacher-Contracted	12/01/2022	10,000.00	10-1101-310-00-79-605-14
			<b>Total</b>	<b>\$10,000.00</b>	
<b>Acutrans</b>					
20231645	10-1200-310-92-79-600-14	IDEA General Purchased Service	12/07/2022	0.00	10-1200-310-92-79-600-14
20231645	10-1200-310-92-79-600-14	IDEA General Purchased Service	12/07/2022	260.00	10-1200-310-92-79-600-14
			<b>Total</b>	<b>\$260.00</b>	
<b>ADP LLC</b>					
23120437	10-2520-310-00-74-500-14	Prof & Tech Fiscal	12/01/2022	3,200.00	10-2520-310-00-74-500-14
23120437	10-2520-310-00-74-500-14	Prof & Tech Fiscal	12/01/2022	3,300.00	10-2520-310-00-74-500-14



# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 2 of 34

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
23120337	10-1100-220-00-79-600-14	Regular Programs Insurance	12/01/2022	2,000.00	10-1100-220-00-79-600-14
23120437	10-2520-310-00-74-500-14	Prof & Tech Fiscal	12/01/2022	4,500.00	10-2520-310-00-74-500-14
23120437	10-2520-310-00-74-500-14	Prof & Tech Fiscal	12/01/2022	2,200.00	10-2520-310-00-74-500-14
23120437	10-2520-310-00-74-500-14	Prof & Tech Fiscal	12/01/2022	2,200.00	10-2520-310-00-74-500-14
23120437	10-2520-310-00-74-500-14	Prof & Tech Fiscal	12/01/2022	3,300.00	10-2520-310-00-74-500-14
				<b>Total</b>	<b>\$20,700.00</b>
<b>Advance Auto Parts</b>					
23120717	40-2554-410-00-79	Fleet Supplies	12/01/2022	2,000.00	40-2554-410-00-79
				<b>Total</b>	<b>\$2,000.00</b>
<b>Advantage Mechanical Inc</b>					
23120027	20-2542-323-00-79	Repairs & Maint Buildings	12/01/2022	2,500.00	20-2542-323-00-79
23120317	20-2542-390-00-79	Other Purchased Service	12/01/2022	4,695.96	20-2542-390-00-79
				<b>Total</b>	<b>\$7,195.96</b>
<b>Advocate Occc Health</b>					
20231657	10-2642-390-00-74-500-14	Purchased Service Human Res	12/08/2022	74.00	10-2642-390-00-74-500-14
				<b>Total</b>	<b>\$74.00</b>
<b>AFLAC Group</b>					
23120427	10-2310-220-00-79-600-14	Support Serv-Gen Adm Insurance	12/01/2022	4,500.00	10-2310-220-00-79-600-14
				<b>Total</b>	<b>\$4,500.00</b>
<b>Airgas USA LLC</b>					
23120237	20-2542-410-00-79	Supplies B & G	12/01/2022	500.00	20-2542-410-00-79
				<b>Total</b>	<b>\$500.00</b>
<b>Alexander Leigh Center for Autism</b>					
23121617	10-4220-670-00-79-600-14	Sp Ed Private Tuition	12/01/2022	40,000.00	10-4220-670-00-79-600-14
				<b>Total</b>	<b>\$40,000.00</b>
<b>All Dressed Up Costumes</b>					

182



# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 3 of 34

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
20231665	10-1130-490-02-71-300-13	High School Fine Arts/PAC Supplies	12/12/2022	930.00	10-1130-490-02-71-300-13
				<b>Total</b>	<b>\$930.00</b>
<b>Alpha Baking Company Inc</b>					
23121137	10-2560-415-00-74-150-13	Cafe Food Conley	12/01/2022	600.00	10-2560-415-00-74-150-13
23121077	10-2560-415-00-71-100-13	Cafe Food Leggee	12/01/2022	650.00	10-2560-415-00-71-100-13
23121097	10-2560-415-00-72-110-13	Cafe Food Chesak	12/01/2022	700.00	10-2560-415-00-72-110-13
23121147	10-2560-415-00-74-210-13	Cafe Food Heineman	12/01/2022	800.00	10-2560-415-00-74-210-13
23121107	10-2560-415-00-72-120-13	Cafe Food Martin	12/01/2022	1,000.00	10-2560-415-00-72-120-13
23121127	10-2560-415-00-74-140-13	Cafe Food Mackeben	12/01/2022	600.00	10-2560-415-00-74-140-13
23121087	10-2560-415-00-71-300-13	Cafe Food HS	12/01/2022	1,500.00	10-2560-415-00-71-300-13
23121117	10-2560-415-00-72-220-13	Cafe Food Marlowe	12/01/2022	1,000.00	10-2560-415-00-72-220-13
				<b>Total</b>	<b>\$6,850.00</b>
<b>AmeriGas</b>					
23120567	40-2552-461-00-79	Propane	12/01/2022	25,000.00	40-2552-461-00-79
				<b>Total</b>	<b>\$25,000.00</b>
<b>Anderson Lock Co Inc</b>					
20231653	20-2542-310-00-79	Custodial Contract Service	12/08/2022	3,142.00	20-2542-310-00-79
20231653			12/08/2022	0.00	
23120087	20-2542-410-00-79	Supplies B & G	12/01/2022	1,000.00	20-2542-410-00-79
				<b>Total</b>	<b>\$4,142.00</b>
<b>Anderson Pest Solutions</b>					
23120037	20-2542-321-00-79	Sanitation/Exterminating	12/01/2022	554.47	20-2542-321-00-79
				<b>Total</b>	<b>\$554.47</b>
<b>Angelilli, Kelly</b>					
23121962	10-1200-310-92-79-600-14	IDEA General Purchased Service	12/01/2022	500.00	10-1200-310-92-79-600-14
				<b>Total</b>	<b>\$500.00</b>

183

### Apple Inc

Specialized Data Systems, Inc.

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# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 4 of 34

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
20231578	10-1120-410-00-72-220-13	Inst Supplies Marlowe	12/02/2022	2,940.00	10-1120-410-00-72-220-13
			<b>Total</b>	<b>\$2,940.00</b>	
<b>Applied Maintenance</b>					
23120807	40-2554-410-00-79	Fleet Supplies	12/01/2022	350.00	40-2554-410-00-79
			<b>Total</b>	<b>\$350.00</b>	
<b>Arctic Snow and Ice Control Inc</b>					
23120247	20-2542-322-00-79-605-14	Snow Removal	12/01/2022	68,700.00	20-2542-322-00-79-605-14
			<b>Total</b>	<b>\$68,700.00</b>	
<b>Associated Electrical Contractors</b>					
23120057	20-2542-323-00-79	Repairs & Maint Buildings	12/01/2022	1,000.00	20-2542-323-00-79
			<b>Total</b>	<b>\$1,000.00</b>	
					<b>184</b>
<b>AT&amp;T 5080</b>					
23120347	20-2540-340-00-79	Telephone - Districtwide	12/01/2022	5,000.00	20-2540-340-00-79
			<b>Total</b>	<b>\$5,000.00</b>	
<b>AT&amp;T</b>					
23120327	20-2540-340-00-79	Telephone - Districtwide	12/01/2022	10,000.00	20-2540-340-00-79
			<b>Total</b>	<b>\$10,000.00</b>	
<b>Attainment Company</b>					
20231669	10-2210-410-72-79-600-14	ARP IDEA Impr Instruc Supplies	12/12/2022	0.00	10-2210-410-72-79-600-14
20231669	10-2210-410-72-79-600-14	ARP IDEA Impr Instruc Supplies	12/12/2022	17.00	10-2210-410-72-79-600-14
20231669			12/12/2022	0.00	
			<b>Total</b>	<b>\$17.00</b>	
<b>Auto Tech Centers Inc</b>					
20231543	20-2545-323-00-79-600-14	Vehicle Repairs & Maintenance	11/29/2022	50.90	20-2545-323-00-79-600-14



# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 5 of 34

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
				<b>Total</b>	\$50.90
<b>Batteries Plus LLC</b>					
23120257	20-2542-410-00-79	Supplies B & G	12/01/2022	250.00	20-2542-410-00-79
				<b>Total</b>	\$250.00
<b>Benchmark Education Company</b>					
20231584	10-1100-421-00-74-500-25	Materials PK-5	12/02/2022	50.00	10-1100-421-00-74-500-25
20231584	10-1100-421-00-74-500-25	Materials PK-5	12/02/2022	500.00	10-1100-421-00-74-500-25
20231584			12/02/2022	0.00	
				<b>Total</b>	\$550.00
<b>Benchmark Sales &amp; Service of IL Inc</b>					
185					
20231622	20-2542-323-00-79	Repairs & Maint Buildings	12/07/2022	5,850.00	20-2542-323-00-79
20231622			12/07/2022	0.00	
				<b>Total</b>	\$5,850.00
<b>Benefitfocus.com Inc</b>					
23120197	10-2310-220-00-79-600-14	Support Serv-Gen Adm Insurance	12/01/2022	1,750.00	10-2310-220-00-79-600-14
				<b>Total</b>	\$1,750.00
<b>Blick Art Materials</b>					
20231545	10-1110-410-02-71-100-13	Art Supplies Leggee	11/30/2022	28.11	10-1110-410-02-71-100-13
20231546	10-1110-410-02-71-100-13	Art Supplies Leggee	11/30/2022	20.76	10-1110-410-02-71-100-13
20231546	10-1110-410-02-71-100-13	Art Supplies Leggee	11/30/2022	53.79	10-1110-410-02-71-100-13
20231545	10-1110-410-02-71-100-13	Art Supplies Leggee	11/30/2022	16.35	10-1110-410-02-71-100-13
20231545	10-1110-410-02-71-100-13	Art Supplies Leggee	11/30/2022	28.11	10-1110-410-02-71-100-13
20231545	10-1110-410-02-71-100-13	Art Supplies Leggee	11/30/2022	79.98	10-1110-410-02-71-100-13
20231546	10-1110-410-02-71-100-13	Art Supplies Leggee	11/30/2022	53.79	10-1110-410-02-71-100-13
20231546	10-1110-410-02-71-100-13	Art Supplies Leggee	11/30/2022	27.68	10-1110-410-02-71-100-13
20231546	10-1110-410-02-71-100-13	Art Supplies Leggee	11/30/2022	34.60	10-1110-410-02-71-100-13
20231546	10-1110-410-02-71-100-13	Art Supplies Leggee	11/30/2022	27.68	10-1110-410-02-71-100-13
20231546	10-1110-410-02-71-100-13	Art Supplies Leggee	11/30/2022	18.74	10-1110-410-02-71-100-13



# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 6 of 34

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
20231545	10-1110-410-02-71-100-13	Art Supplies Leggee	11/30/2022	28.11	10-1110-410-02-71-100-13
20231545	10-1110-410-02-71-100-13	Art Supplies Leggee	11/30/2022	83.97	10-1110-410-02-71-100-13
20231545	10-1110-410-02-71-100-13	Art Supplies Leggee	11/30/2022	28.11	10-1110-410-02-71-100-13
20231545	10-1110-410-02-71-100-13	Art Supplies Leggee	11/30/2022	28.11	10-1110-410-02-71-100-13
20231546	10-1110-410-02-71-100-13	Art Supplies Leggee	11/30/2022	16.06	10-1110-410-02-71-100-13
20231546	10-1110-410-02-71-100-13	Art Supplies Leggee	11/30/2022	28.11	10-1110-410-02-71-100-13
20231546	10-1110-410-02-71-100-13	Art Supplies Leggee	11/30/2022	28.11	10-1110-410-02-71-100-13
20231546	10-1110-410-02-71-100-13	Art Supplies Leggee	11/30/2022	53.79	10-1110-410-02-71-100-13
20231545	10-1110-410-02-71-100-13	Art Supplies Leggee	11/30/2022	18.74	10-1110-410-02-71-100-13
20231546	10-1110-410-02-71-100-13	Art Supplies Leggee	11/30/2022	28.11	10-1110-410-02-71-100-13
20231545	10-1110-410-02-71-100-13	Art Supplies Leggee	11/30/2022	46.85	10-1110-410-02-71-100-13
20231546	10-1110-410-02-71-100-13	Art Supplies Leggee	11/30/2022	28.11	10-1110-410-02-71-100-13
20231545	10-1110-410-02-71-100-13	Art Supplies Leggee	11/30/2022	28.11	10-1110-410-02-71-100-13
20231546	10-1110-410-02-71-100-13	Art Supplies Leggee	11/30/2022	11.33	10-1110-410-02-71-100-13
20231546	10-1110-410-02-71-100-13	Art Supplies Leggee	11/30/2022	18.74	10-1110-410-02-71-100-13
<b>Total</b>				<b>\$863.95</b>	

186

### Blu Petroleum

23121647	40-2552-464-00-79	Diesel/Gasoline	12/01/2022	2,000.00	40-2552-464-00-79
23120827	40-2552-464-00-79	Diesel/Gasoline	12/01/2022	40,000.00	40-2552-464-00-79
<b>Total</b>				<b>\$42,000.00</b>	

### Blue Cross Blue Shield

23120417	10-1100-220-00-79-600-14	Regular Programs Insurance	12/01/2022	1,005,000.00	10-1100-220-00-79-600-14
<b>Total</b>				<b>\$1,005,000.00</b>	

### BMO Mastercard

20231607	10-1110-410-00-72-110-13	Inst Supplies Chesak	11/30/2022	97.94	10-1110-410-00-72-110-13
20231613	10-2410-410-00-74-210-13	Office Supplies Heineman	11/30/2022	33.98	10-2410-410-00-74-210-13
20231613	10-1120-410-13-74-210-06	Heineman Science Supplies 6	11/30/2022	58.75	10-1120-410-13-74-210-06
20231613	10-1120-410-00-74-210-13	Inst Supplies Heineman	11/30/2022	17.50	10-1120-410-00-74-210-13
20231613	10-1120-410-13-74-210-06	Heineman Science Supplies 6	11/30/2022	51.90	10-1120-410-13-74-210-06
20231613	10-1120-332-00-74-210-13	Teacher Travel Heineman	11/30/2022	140.00	10-1120-332-00-74-210-13



# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 7 of 34

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
20231613	10-1120-332-00-74-210-13	Teacher Travel Heineman	11/30/2022	50.00	10-1120-332-00-74-210-13
20231609	10-1130-410-00-71-300-13	Inst Supplies HS	11/30/2022	10.00	10-1130-410-00-71-300-13
20231609	10-1130-410-13-71-300-13	Science Supplies HS	11/30/2022	179.50	10-1130-410-13-71-300-13
20231613	10-2410-410-00-74-210-14	Copier Paper & Toner Heineman	11/30/2022	21.64	10-2410-410-00-74-210-14
20231609	10-1130-410-13-71-300-13	Science Supplies HS	11/30/2022	107.70	10-1130-410-13-71-300-13
20231613	10-1120-410-00-74-210-13	Inst Supplies Heineman	11/30/2022	15.29	10-1120-410-00-74-210-13
20231613	10-1120-410-00-74-210-13	Inst Supplies Heineman	11/30/2022	30.15	10-1120-410-00-74-210-13
20231613	10-1120-360-00-74-210-13	Printing Heineman	11/30/2022	265.15	10-1120-360-00-74-210-13
20231607	10-158	Activity Funds	11/30/2022	305.02	10-120
20231609	10-2410-410-00-71-300-13	Office Supplies HS	11/30/2022	160.89	10-2410-410-00-71-300-13
20231607	10-1110-410-00-72-110-13	Inst Supplies Chesak	11/30/2022	144.88	10-1110-410-00-72-110-13
20231609	10-1130-410-12-71-300-13	Music Supplies HS	11/30/2022	60.00	10-1130-410-12-71-300-13
20231607	10-1110-410-00-72-110-13	Inst Supplies Chesak	11/30/2022	23.76	10-1110-410-00-72-110-13
20231607	10-2220-430-00-72-110-13	Media Center Chesak	11/30/2022	48.35	10-2220-430-00-72-110-13
20231613	10-1120-410-22-74-210-13	PLTW Supplies Heineman	11/30/2022	48.11	10-1120-410-22-74-210-13
20231613	10-1120-410-13-74-210-06	Heineman Science Supplies 6	11/30/2022	66.71	10-1120-410-13-74-210-06
20231613	10-1120-410-00-74-210-13	Inst Supplies Heineman	11/30/2022	25.77	10-1120-410-00-74-210-13
20231613	10-158	Activity Funds	11/30/2022	10.00	10-120
20231613	10-158	Activity Funds	11/30/2022	67.28	10-120
20231614	10-1110-410-00-74-140-13	Inst Supplies Mackeben	11/30/2022	56.40	10-1110-410-00-74-140-13
20231607	10-158	Activity Funds	11/30/2022	275.41	10-120
20231610	10-158	Activity Funds	11/30/2022	19.99	10-120
20231612	10-158	Activity Funds	11/30/2022	75.00	10-120
20231612	10-158	Activity Funds	11/30/2022	75.00	10-120
20231612	10-158	Activity Funds	11/30/2022	75.00	10-120
20231612	10-158	Activity Funds	11/30/2022	(16.21)	10-120
20231613	10-1120-410-13-74-210-08	Heineman Science Supplies 8	11/30/2022	24.95	10-1120-410-13-74-210-08
20231613	10-1120-410-13-74-210-08	Heineman Science Supplies 8	11/30/2022	36.87	10-1120-410-13-74-210-08
20231613	10-1120-410-13-74-210-08	Heineman Science Supplies 8	11/30/2022	145.28	10-1120-410-13-74-210-08
20231613	10-1120-410-13-74-210-08	Heineman Science Supplies 8	11/30/2022	5.99	10-1120-410-13-74-210-08
20231613	10-1120-410-13-74-210-08	Heineman Science Supplies 8	11/30/2022	15.25	10-1120-410-13-74-210-08
20231613	10-158	Activity Funds	11/30/2022	43.83	10-120
20231613	10-1120-410-00-74-210-13	Inst Supplies Heineman	11/30/2022	15.29	10-1120-410-00-74-210-13
20231613	10-2410-410-00-74-210-13	Office Supplies Heineman	11/30/2022	11.83	10-2410-410-00-74-210-13

187



# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 8 of 34

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
20231610	10-2213-415-00-71-100-13	Leggee Staff Devel Supplies	11/30/2022	75.92	10-2213-415-00-71-100-13
20231609	10-1130-410-12-71-300-13	Music Supplies HS	11/30/2022	60.00	10-1130-410-12-71-300-13
20231609	10-1130-410-12-71-300-13	Music Supplies HS	11/30/2022	120.00	10-1130-410-12-71-300-13
20231609	10-1400-410-10-71-300-13	Ind Arts Supplies	11/30/2022	3,064.00	10-1400-410-10-71-300-13
20231609	10-1130-323-00-71-300-13	Repairs HS	11/30/2022	186.00	10-1130-323-00-71-300-13
20231609	10-1130-332-00-71-300-13	Teacher Travel HS	11/30/2022	375.00	10-1130-332-00-71-300-13
20231609	10-1130-410-12-71-300-13	Music Supplies HS	11/30/2022	30.00	10-1130-410-12-71-300-13
20231614	10-158	Activity Funds	11/30/2022	16.92	10-120
20231610	10-158	Activity Funds	11/30/2022	183.85	10-120
20231615	10-1120-410-12-74-210-13	Chorus/Band Supplies Heineman	11/30/2022	127.99	10-1120-410-12-74-210-13
20231610	10-158	Activity Funds	11/30/2022	50.15	10-120
20231609	10-2213-415-00-71-300-13	HHS Staff Devel Supplies	11/30/2022	2,848.90	10-2213-415-00-71-300-13
20231609	10-2410-410-00-71-300-13	Office Supplies HS	11/30/2022	21.72	10-2410-410-00-71-300-13
20231609	10-2213-415-00-71-300-13	HHS Staff Devel Supplies	11/30/2022	80.87	10-2213-415-00-71-300-13
20231609	10-2213-415-00-71-300-13	HHS Staff Devel Supplies	11/30/2022	76.72	10-2213-415-00-71-300-13
20231610	10-1110-410-02-71-100-13	Art Supplies Leggee	11/30/2022	142.95	10-1110-410-02-71-100-13
20231609	10-1130-410-05-71-300-13	English Supplies HS	11/30/2022	9.99	10-1130-410-05-71-300-13
20231609	10-1130-410-12-71-300-13	Music Supplies HS	11/30/2022	60.00	10-1130-410-12-71-300-13
20231620	10-158	Activity Funds	11/30/2022	404.36	10-120
20231614	10-1110-410-00-74-140-13	Inst Supplies Mackeben	11/30/2022	199.75	10-1110-410-00-74-140-13
20231620	10-158	Activity Funds	11/30/2022	159.92	10-120
20231615	10-1120-410-02-74-210-13	Art Supplies Heineman	11/30/2022	25.18	10-1120-410-02-74-210-13
20231601	10-2213-415-00-74-500-25	Staff Dev Supplies PK-5	11/30/2022	397.58	10-2213-415-00-74-500-25
20231601	10-2213-415-00-74-500-25	Staff Dev Supplies PK-5	11/30/2022	351.78	10-2213-415-00-74-500-25
20231601	10-2210-490-00-74-500-25	Curr Supplies PK-5	11/30/2022	(2.72)	10-2210-490-00-74-500-25
20231601	10-2210-490-00-74-500-14	Supplies Curr & Inst 6-12	11/30/2022	67.84	10-2210-490-00-74-500-14
20231601	10-1100-421-00-74-500-25	Materials PK-5	11/30/2022	185.60	10-1100-421-00-74-500-25
20231601	10-1100-421-00-74-500-25	Materials PK-5	11/30/2022	442.42	10-1100-421-00-74-500-25
20231601	10-1100-423-00-74-500-25	New Adoption PK-5	11/30/2022	201.64	10-1100-423-00-74-500-25
20231601	10-1100-423-00-74-500-25	New Adoption PK-5	11/30/2022	74.98	10-1100-423-00-74-500-25
20231618	20-2542-410-00-79	Supplies B & G	11/30/2022	310.24	20-2542-410-00-79
20231601	10-2210-490-00-74-500-25	Curr Supplies PK-5	11/30/2022	140.00	10-2210-490-00-74-500-25
20231620	10-1500-550-00-71-300-13	HS Athletics Eqpt	11/30/2022	5.49	10-1500-550-00-71-300-13
20231620	10-1500-550-00-71-300-13	HS Athletics Eqpt	11/30/2022	27.45	10-1500-550-00-71-300-13



# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 9 of 34

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
20231620	10-158	Activity Funds	11/30/2022	(39.98)	10-120
20231620	10-158	Activity Funds	11/30/2022	875.00	10-120
20231620	10-158	Activity Funds	11/30/2022	299.00	10-120
20231598	10-2660-332-00-79-600-14	Travel Technology	11/30/2022	563.30	10-2660-332-00-79-600-14
20231598	10-2660-319-61-79-600-14	Software Maintenance	11/30/2022	29.00	10-2660-319-61-79-600-14
20231598	10-2660-640-00-79-600-14	Dues & Fees Technology	11/30/2022	655.00	10-2660-640-00-79-600-14
20231599	10-1130-410-00-71-300-13	Inst Supplies HS	11/30/2022	4.96	10-1130-410-00-71-300-13
20231599	10-2410-640-00-71-300-13	Office Dues & Fees HS	11/30/2022	419.00	10-2410-640-00-71-300-13
20231620	10-158	Activity Funds	11/30/2022	170.00	10-120
20231621	10-2642-410-00-74-500-14	Supplies Human Res	11/30/2022	14.99	10-2642-410-00-74-500-14
20231612	10-158	Activity Funds	11/30/2022	202.43	10-120
20231601	10-1100-421-00-74-500-25	Materials PK-5	11/30/2022	169.90	10-1100-421-00-74-500-25
20231616	10-1125-410-90-79-600-14	Supplies Parent-Tot	11/30/2022	112.76	10-1125-410-90-79-600-14
20231614	10-158	Activity Funds	11/30/2022	149.00	10-120
20231614	10-158	Activity Funds	11/30/2022	110.55	10-120
20231614	10-158	Activity Funds	11/30/2022	63.87	10-120
20231614	10-2213-415-00-74-140-13	Mackeben Staff Devel Supplies	11/30/2022	284.03	10-2213-415-00-74-140-13
20231615	10-1120-410-00-74-210-13	Inst Supplies Heineman	11/30/2022	26.39	10-1120-410-00-74-210-13
20231616	10-1125-490-00-79-600-14	Supplies Preschool	11/30/2022	257.97	10-1125-490-00-79-600-14
20231616	10-3100-410-97-79-605-24	All Children Parental Supplies	11/30/2022	12.18	10-3100-410-97-79-605-24
20231616	10-3100-410-97-79-605-24	All Children Parental Supplies	11/30/2022	13.49	10-3100-410-97-79-605-24
20231601	10-2213-415-00-74-500-14	Staff Dev Supplies 6-12	11/30/2022	34.96	10-2213-415-00-74-500-14
20231616	10-3100-410-97-79-605-24	All Children Parental Supplies	11/30/2022	78.87	10-3100-410-97-79-605-24
20231618	20-2542-410-00-79	Supplies B & G	11/30/2022	16.90	20-2542-410-00-79
20231616	10-3100-410-97-79-605-24	All Children Parental Supplies	11/30/2022	29.98	10-3100-410-97-79-605-24
20231616	10-158	Activity Funds	11/30/2022	34.65	10-120
20231618	20-2540-410-00-79	Office Supplies B & G	11/30/2022	5.60	20-2540-410-00-79
20231618	20-2540-410-00-79	Office Supplies B & G	11/30/2022	143.43	20-2540-410-00-79
20231616	10-2213-415-00-72-165-13	Preschool Staff Devel Supplies	11/30/2022	105.88	10-2213-415-00-72-165-13
20231616	10-3100-410-97-79-605-24	All Children Parental Supplies	11/30/2022	24.78	10-3100-410-97-79-605-24
20231616	10-2213-415-00-72-165-13	Preschool Staff Devel Supplies	11/30/2022	416.46	10-2213-415-00-72-165-13
20231616	10-1125-410-90-79-600-14	Supplies Parent-Tot	11/30/2022	32.75	10-1125-410-90-79-600-14
20231616	10-1125-410-97-79-600-14	All Children Supplies	11/30/2022	24.57	10-1125-410-97-79-600-14
20231616	10-1225-410-95-79-600-14	ECE Instr Supplies	11/30/2022	15.96	10-1225-410-95-79-600-14

189



# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 10 of 34

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
20231616	10-1125-410-97-79-600-14	All Children Supplies	11/30/2022	9.53	10-1125-410-97-79-600-14
20231616	10-1125-410-97-79-600-14	All Children Supplies	11/30/2022	24.99	10-1125-410-97-79-600-14
20231616	10-1125-410-97-79-600-14	All Children Supplies	11/30/2022	11.98	10-1125-410-97-79-600-14
20231616	10-3100-410-97-79-605-24	All Children Parental Supplies	11/30/2022	21.98	10-3100-410-97-79-605-24
20231616	10-3100-410-97-79-605-24	All Children Parental Supplies	11/30/2022	24.88	10-3100-410-97-79-605-24
<b>Total</b>				<b>\$18,873.63</b>	

### Branching Minds

20231661	10-1100-310-75-79-600-14	ESSER III Instruc Pur Svcs	12/09/2022	2,800.00	10-1100-310-75-79-600-14
20231661	10-1100-310-75-79-600-14	ESSER III Instruc Pur Svcs	12/09/2022	(7,650.00)	10-1100-310-75-79-600-14
20231661	10-1100-310-75-79-600-14	ESSER III Instruc Pur Svcs	12/09/2022	7,650.00	10-1100-310-75-79-600-14
20231661	10-1100-310-75-79-600-14	ESSER III Instruc Pur Svcs	12/09/2022	2,800.00	10-1100-310-75-79-600-14
20231661	10-1100-310-75-79-600-14	ESSER III Instruc Pur Svcs	12/09/2022	7,200.00	10-1100-310-75-79-600-14
20231661	10-1100-310-75-79-600-14	ESSER III Instruc Pur Svcs	12/09/2022	2,900.00	10-1100-310-75-79-600-14
20231661	10-1100-310-75-79-600-14	ESSER III Instruc Pur Svcs	12/09/2022	6,800.00	10-1100-310-75-79-600-14
20231661	10-1100-310-75-79-600-14	ESSER III Instruc Pur Svcs	12/09/2022	1,400.00	10-1100-310-75-79-600-14
<b>Total</b>				<b>\$23,900.00</b>	

190

### Brucker Company

23120297	20-2542-323-00-79	Repairs & Maint Buildings	12/01/2022	600.00	20-2542-323-00-79
<b>Total</b>				<b>\$600.00</b>	

### BryMax Enterprises Inc

23121927	10-2560-415-00-74-210-13	Cafe Food Heineman	12/01/2022	1,000.00	10-2560-415-00-74-210-13
23121917	10-2560-415-00-72-220-13	Cafe Food Marlowe	12/01/2022	1,000.00	10-2560-415-00-72-220-13
23121907	10-2560-415-00-71-300-13	Cafe Food HS	12/01/2022	1,000.00	10-2560-415-00-71-300-13
<b>Total</b>				<b>\$3,000.00</b>	

### Bureau of Ed & Research

20231544	10-2210-314-92-79-605-14	IDEA Impr of Instr-Staff Dev	11/29/2022	1,876.00	10-2210-314-92-79-605-14
<b>Total</b>				<b>\$1,876.00</b>	

### Camelot Education



# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 11 of 34

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
23120517	10-4220-670-00-79-600-14	Sp Ed Private Tuition	12/01/2022	15,000.00	10-4220-670-00-79-600-14
			<b>Total</b>	<b>\$15,000.00</b>	
<b>Canteen Refreshments</b>					
20231585	10-2560-415-00-71-300-13	Cafe Food HS	12/02/2022	80.64	10-2560-415-00-71-300-13
20231585	10-2560-415-00-71-300-13	Cafe Food HS	12/02/2022	(80.64)	10-2560-415-00-71-300-13
20231585	10-2560-415-00-71-300-13	Cafe Food HS	12/02/2022	470.17	10-2560-415-00-71-300-13
			<b>Total</b>	<b>\$470.17</b>	
<b>Castle PrinTech</b>					
20231623	10-1520-410-30-71-305-13	HS Newspaper Supplies	12/07/2022	1,567.77	10-1520-410-30-71-305-13
			<b>Total</b>	<b>\$1,567.77</b>	
<b>Ceisel, Donna</b>					
20231624	10-2130-310-92-79-600-14	IDEA Health Services	12/07/2022	0.00	10-2130-310-92-79-600-14
20231586	10-2130-310-92-79-600-14	IDEA Health Services	12/02/2022	0.00	10-2130-310-92-79-600-14
20231586	10-2130-310-92-79-600-14	IDEA Health Services	12/02/2022	191.25	10-2130-310-92-79-600-14
20231624	10-2130-310-92-79-600-14	IDEA Health Services	12/07/2022	233.75	10-2130-310-92-79-600-14
			<b>Total</b>	<b>\$425.00</b>	
<b>Center for Education &amp; Employment Law</b>					
20231587	10-2546-390-00-79-600-14	Security Officer Gnl Purch Svc	12/02/2022	179.00	10-2546-390-00-79-600-14
			<b>Total</b>	<b>\$179.00</b>	
<b>Center for Psychological Services</b>					
20231658	10-2150-310-92-79-600-14	IDEA Sp Path & Audiology Serv	12/08/2022	1,200.00	10-2150-310-92-79-600-14
20231658	10-2150-310-92-79-600-14	IDEA Sp Path & Audiology Serv	12/08/2022	0.00	10-2150-310-92-79-600-14
			<b>Total</b>	<b>\$1,200.00</b>	
<b>Central States Bus Sales Inc</b>					
23120727	40-2554-410-00-79	Fleet Supplies	12/01/2022	2,500.00	40-2554-410-00-79
			<b>Total</b>	<b>\$2,500.00</b>	

191



# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 12 of 34

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
<b>CINTAS</b>					
23120757	40-2550-325-00-79	Rental Trans	12/01/2022	800.00	40-2550-325-00-79
			<b>Total</b>	<b>\$800.00</b>	
<b>Clare Woods Academy</b>					
23120607	10-4220-670-00-79-600-14	Sp Ed Private Tuition	12/01/2022	6,000.00	10-4220-670-00-79-600-14
			<b>Total</b>	<b>\$6,000.00</b>	
<b>Clarity Assessments LLC</b>					
23120497	10-1101-310-00-79-605-14	Substitute Teacher-Contracted	12/01/2022	6,000.00	10-1101-310-00-79-605-14
			<b>Total</b>	<b>\$6,000.00</b>	
<b>Colley Elevator Co</b>					
20231654	20-2542-390-00-79	Other Purchased Service	12/08/2022	768.00	20-2542-390-00-79
20231654	20-2542-390-00-79	Other Purchased Service	12/08/2022	768.00	20-2542-390-00-79
20231654			12/08/2022	0.00	
			<b>Total</b>	<b>\$1,536.00</b>	
<b>Comcast Business</b>					
23120367	20-2540-340-00-79	Telephone - Districtwide	12/01/2022	995.50	20-2540-340-00-79
			<b>Total</b>	<b>\$995.50</b>	
<b>Comcast</b>					
23121627	20-2540-340-00-79	Telephone - Districtwide	12/01/2022	24,000.00	20-2540-340-00-79
			<b>Total</b>	<b>\$24,000.00</b>	
<b>Cove School</b>					
23121959	10-4220-670-00-79-600-14	Sp Ed Private Tuition	12/01/2022	6,000.00	10-4220-670-00-79-600-14
			<b>Total</b>	<b>\$6,000.00</b>	
<b>Crescent Electric Supply Co</b>					



# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 13 of 34

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
23120047	20-2542-410-00-79	Supplies B & G	12/01/2022	1,000.00	20-2542-410-00-79
				<b>Total</b>	\$1,000.00
<b>Crystal Lake School District 47</b>					
20231646	10-4120-310-92-79-600-14	IDEA Payments to Other Districts	12/07/2022	525.00	10-4120-310-92-79-600-14
20231646	10-4120-310-92-79-600-14	IDEA Payments to Other Districts	12/07/2022	0.00	10-4120-310-92-79-600-14
				<b>Total</b>	\$525.00
<b>Datamation Imaging Services Corp</b>					
23120397	10-2660-390-00-79-600-14	Purchased Service Technology	12/01/2022	200.00	10-2660-390-00-79-600-14
				<b>Total</b>	\$200.00
<b>Direct Fitness Solutions</b>					
20231666	10-1130-323-00-71-300-13	Repairs HS	12/12/2022	1,350.00	10-1130-323-00-71-300-13
20231670	10-1130-323-00-71-300-13	Repairs HS	12/12/2022	961.71	10-1130-323-00-71-300-13
				<b>Total</b>	\$2,311.71
<b>District Management Group</b>					
20231547	10-2212-310-00-79-505-25	Curr Gen Pur Svc PK-5	11/30/2022	2,700.00	10-2212-310-00-79-505-25
20231547			11/30/2022	0.00	
				<b>Total</b>	\$2,700.00
<b>Dreisilker Electric Motors Inc</b>					
20231540			11/29/2022	0.00	
20231540	20-2542-410-00-79	Supplies B & G	11/29/2022	44.46	20-2542-410-00-79
				<b>Total</b>	\$44.46
<b>EAB Global Inc</b>					
20231676	10-2212-310-00-79-505-14	Curriculum Gen Pur Svc 6-12	12/12/2022	14,752.00	10-2212-310-00-79-505-14
20231676	10-2212-310-00-79-505-25	Curr Gen Pur Svc PK-5	12/12/2022	11,381.00	10-2212-310-00-79-505-25
20231676			12/12/2022	0.00	
				<b>Total</b>	\$26,133.00

193



# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 14 of 34

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
<b>Easterseals</b>					
23120597	10-2210-314-92-79-605-14	IDEA Impr of Instr-Staff Dev	12/01/2022	5,000.00	10-2210-314-92-79-605-14
20231625	10-2210-314-92-79-605-14	IDEA Impr of Instr-Staff Dev	12/07/2022	0.00	10-2210-314-92-79-605-14
23121557	10-4220-670-00-79-600-14	Sp Ed Private Tuition	12/01/2022	42,000.00	10-4220-670-00-79-600-14
20231625	10-2210-314-92-79-605-14	IDEA Impr of Instr-Staff Dev	12/07/2022	5,600.00	10-2210-314-92-79-605-14
			<b>Total</b>	<b>\$52,600.00</b>	
<b>Eds Automotive</b>					
23120707	40-2550-310-00-79	Prof & Tech Service Trans	12/01/2022	850.00	40-2550-310-00-79
			<b>Total</b>	<b>\$850.00</b>	
<b>Engler Callaway Baasten &amp; Sruga LLC</b>					
					194
20231672	10-2310-318-00-74-500-14	Legal Board	12/12/2022	3,276.00	10-2310-318-00-74-500-14
20231655	10-2310-318-00-74-500-14	Legal Board	12/08/2022	4,700.00	10-2310-318-00-74-500-14
			<b>Total</b>	<b>\$7,976.00</b>	
<b>Everdriven Technologies LLC</b>					
20231552	40-2552-331-00-79	Contracted Transportation	11/30/2022	6,670.00	40-2552-331-00-79
20231548	40-2552-331-00-79	Contracted Transportation	11/30/2022	6,270.00	40-2552-331-00-79
23120697	40-2552-331-00-79	Contracted Transportation	12/01/2022	30,000.00	40-2552-331-00-79
			<b>Total</b>	<b>\$42,940.00</b>	
<b>Follett Content Solutions LLC</b>					
20231626	10-1100-421-00-74-500-14	Materials 6-12	12/07/2022	7,181.44	10-1100-421-00-74-500-14
20231626	10-1100-421-00-74-500-14	Materials 6-12	12/07/2022	46.08	10-1100-421-00-74-500-14
			<b>Total</b>	<b>\$7,227.52</b>	
<b>Fox Valley Fire Safety</b>					
23120097	20-2542-323-00-79	Repairs & Maint Buildings	12/01/2022	1,000.00	20-2542-323-00-79
23120817	20-2542-390-00-79	Other Purchased Service	12/01/2022	801.00	20-2542-390-00-79
			<b>Total</b>	<b>\$1,801.00</b>	



# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 15 of 34

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
<b>Frank Cooney Company</b>					
20231549	10-2520-410-00-74-500-14	Supplies Fiscal	11/30/2022	9,114.09	10-2520-410-00-74-500-14
			<b>Total</b>	<b>\$9,114.09</b>	
<b>General Parts LLC</b>					
23121717	10-2560-323-00-74-150-13	Cafe Repairs Conley	12/01/2022	1,250.00	10-2560-323-00-74-150-13
23121707	10-2560-323-00-74-140-13	Cafe Repairs Mackeben	12/01/2022	1,250.00	10-2560-323-00-74-140-13
23121697	10-2560-323-00-72-220-13	Cafe Repairs Marlowe	12/01/2022	1,250.00	10-2560-323-00-72-220-13
23121687	10-2560-323-00-72-120-13	Cafe Repairs Martin	12/01/2022	1,250.00	10-2560-323-00-72-120-13
23121677	10-2560-323-00-72-110-13	Cafe Repairs Chesak	12/01/2022	1,250.00	10-2560-323-00-72-110-13
23121667	10-2560-323-00-71-300-13	Cafe Repairs HS	12/01/2022	2,100.00	10-2560-323-00-71-300-13
23121657	10-2560-323-00-71-100-13	Cafe Repairs Leggee	12/01/2022	1,250.00	10-2560-323-00-71-100-13
23121727	10-2560-323-00-74-210-13	Cafe Repairs Heineman	12/01/2022	1,250.00	10-2560-323-00-74-210-13
			<b>Total</b>	<b>\$10,850.00</b>	
<b>GFC Leasing WI</b>					
23120617	10-2900-325-00-79-600-14	Copier Leases	12/01/2022	6,305.60	10-2900-325-00-79-600-14
			<b>Total</b>	<b>\$6,305.60</b>	
<b>Gordon Food Service</b>					
20231509	10-1120-410-09-72-220-13	Home Ec Marlowe	11/28/2022	25.31	10-1120-410-09-72-220-13
23121177	10-2560-410-00-72-110-13	Cafe Supplies Chesak	12/01/2022	900.00	10-2560-410-00-72-110-13
23121187	10-2560-410-00-72-120-13	Cafe Supplies Martin	12/01/2022	1,200.00	10-2560-410-00-72-120-13
23121197	10-2560-410-00-72-220-13	Cafe Supplies Marlowe	12/01/2022	2,200.00	10-2560-410-00-72-220-13
23121207	10-2560-410-00-74-140-13	Cafe Supplies Mackeben	12/01/2022	800.00	10-2560-410-00-74-140-13
23121217	10-2560-410-00-74-150-13	Cafe Supplies Conley	12/01/2022	900.00	10-2560-410-00-74-150-13
23121227	10-2560-410-00-74-210-13	Cafe Supplies Heineman	12/01/2022	1,600.00	10-2560-410-00-74-210-13
23121267	10-2560-415-00-72-120-13	Cafe Food Martin	12/01/2022	13,000.00	10-2560-415-00-72-120-13
23121247	10-2560-415-00-71-300-13	Cafe Food HS	12/01/2022	50,000.00	10-2560-415-00-71-300-13
23121167	10-2560-410-00-71-300-13	Cafe Supplies HS	12/01/2022	6,000.00	10-2560-410-00-71-300-13
23121257	10-2560-415-00-72-110-13	Cafe Food Chesak	12/01/2022	10,000.00	10-2560-415-00-72-110-13
23121307	10-2560-415-00-74-210-13	Cafe Food Heineman	12/01/2022	17,000.00	10-2560-415-00-74-210-13
23121297	10-2560-415-00-74-150-13	Cafe Food Conley	12/01/2022	7,000.00	10-2560-415-00-74-150-13

195



# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 16 of 34

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
23121277	10-2560-415-00-72-220-13	Cafe Food Marlowe	12/01/2022	20,000.00	10-2560-415-00-72-220-13
23121287	10-2560-415-00-74-140-13	Cafe Food Mackeben	12/01/2022	7,000.00	10-2560-415-00-74-140-13
23121237	10-2560-415-00-71-100-13	Cafe Food Leggee	12/01/2022	12,000.00	10-2560-415-00-71-100-13
23121157	10-2560-410-00-71-100-13	Cafe Supplies Leggee	12/01/2022	1,200.00	10-2560-410-00-71-100-13
				<b>Total</b>	<b>\$150,825.31</b>
<b>Grainger</b>					
23120107	20-2542-410-00-79	Supplies B & G	12/01/2022	500.00	20-2542-410-00-79
				<b>Total</b>	<b>\$500.00</b>
<b>Hershey Creamery Company</b>					
23121797	10-2560-415-00-71-300-13	Cafe Food HS	12/01/2022	2,000.00	10-2560-415-00-71-300-13
23121807	10-2560-415-00-72-220-13	Cafe Food Marlowe	12/01/2022	2,000.00	10-2560-415-00-72-220-13
23121817	10-2560-415-00-74-210-13	Cafe Food Heineman	12/01/2022	2,000.00	10-2560-415-00-74-210-13
				<b>Total</b>	<b>\$6,000.00</b>
<b>Home Depot Credit Services</b>					
20231627			12/07/2022	0.00	
23120067	20-2542-410-00-79	Supplies B & G	12/01/2022	1,500.00	20-2542-410-00-79
20231627	20-2542-410-00-79	Supplies B & G	12/07/2022	1,820.75	20-2542-410-00-79
				<b>Total</b>	<b>\$3,320.75</b>
<b>Home Juice Corp</b>					
23121787	10-2560-415-00-74-210-13	Cafe Food Heineman	12/01/2022	500.00	10-2560-415-00-74-210-13
				<b>Total</b>	<b>\$500.00</b>
<b>Honeywell International Inc</b>					
20231579	10-2546-323-00-79-600-14	Security Officer Repairs	12/02/2022	6,162.48	10-2546-323-00-79-600-14
				<b>Total</b>	<b>\$6,162.48</b>
<b>Huntley Fire Protection District</b>					
20231510	10-1500-410-00-71-300-13	Training/Athletic Supplies HS	11/28/2022	354.90	10-1500-410-00-71-300-13

196



# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 17 of 34

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
20231510	10-1500-410-00-71-300-13	Training/Athletic Supplies HS	11/28/2022	478.83	10-1500-410-00-71-300-13
			<b>Total</b>	<b>\$833.73</b>	
<b>IASA Kishwaukee Division</b>					
20231659	10-2633-360-00-74-500-14	Communications Purch Services	12/08/2022	60.00	10-2633-360-00-74-500-14
			<b>Total</b>	<b>\$60.00</b>	
<b>IASBO</b>					
20231656	10-2520-332-00-74-500-14	Travel Fiscal	12/08/2022	50.00	10-2520-332-00-74-500-14
			<b>Total</b>	<b>\$50.00</b>	
<b>Illinois Communications Sales Inc</b>					
20231580	10-2546-490-00-79-600-14	Security Officer Supplies	12/02/2022	19,950.00	10-2546-490-00-79-600-14
20231588			12/02/2022	0.00	
20231588	10-2546-490-00-79-600-14	Security Officer Supplies	12/02/2022	70.00	10-2546-490-00-79-600-14
20231588	10-2546-490-00-79-600-14	Security Officer Supplies	12/02/2022	85.00	10-2546-490-00-79-600-14
20231588	10-2546-490-00-79-600-14	Security Officer Supplies	12/02/2022	9.00	10-2546-490-00-79-600-14
20231588	10-2546-490-00-79-600-14	Security Officer Supplies	12/02/2022	65.00	10-2546-490-00-79-600-14
20231580			12/02/2022	0.00	
			<b>Total</b>	<b>\$20,179.00</b>	
<b>Illinois Tollway Violation</b>					
20231628	40-2552-640-00-79	Dues & Fees	12/07/2022	69.35	40-2552-640-00-79
			<b>Total</b>	<b>\$69.35</b>	
<b>Interclean Equipment Inc</b>					
20231674	40-2550-310-00-79	Prof & Tech Service Trans	12/12/2022	121.09	40-2550-310-00-79
			<b>Total</b>	<b>\$121.09</b>	
<b>Interstate Battery Center</b>					
23120077	20-2542-410-00-79	Supplies B & G	12/01/2022	200.00	20-2542-410-00-79
			<b>Total</b>	<b>\$200.00</b>	

197



# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 18 of 34

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
<b>Jensens Plumbing &amp; Heating Inc</b>					
20231629	20-2542-323-00-79	Repairs & Maint Buildings	12/07/2022	2,499.49	20-2542-323-00-79
20231629			12/07/2022	0.00	
			<b>Total</b>	<b>\$2,499.49</b>	
<b>JP Morgan Trust Company NA</b>					
20231650	60-5200-610	Principal on Bonds	12/08/2022	450,000.00	60-5200-610
20231650	60-5140-620	Interest on Bonds	12/08/2022	11,165.50	60-5140-620
			<b>Total</b>	<b>\$461,165.50</b>	
<b>Kelso Burnett Co</b>					
20231649			12/07/2022	0.00	
20231649	20-2542-323-00-79	Repairs & Maint Buildings	12/07/2022	396.00	20-2542-323-00-79
			<b>Total</b>	<b>\$396.00</b>	
<b>Klein Thorpe &amp; Jenkins Ltd</b>					
23121537	10-2310-318-00-74-500-14	Legal Board	12/01/2022	7,000.00	10-2310-318-00-74-500-14
			<b>Total</b>	<b>\$7,000.00</b>	
<b>K-Tech Inc</b>					
20231541			11/29/2022	0.00	
20231541	20-2542-410-00-79	Supplies B & G	11/29/2022	99.00	20-2542-410-00-79
			<b>Total</b>	<b>\$99.00</b>	
<b>Leach Enterprises Inc</b>					
23120787	40-2554-410-00-79	Fleet Supplies	12/01/2022	3,000.00	40-2554-410-00-79
20231553	40-2554-410-00-79	Fleet Supplies	11/30/2022	2,204.47	40-2554-410-00-79
			<b>Total</b>	<b>\$5,204.47</b>	
<b>Lincoln National Life</b>					
23120447	10-2310-220-00-79-600-14	Support Serv-Gen Adm Insurance	12/01/2022	30,000.00	10-2310-220-00-79-600-14
			<b>Total</b>	<b>\$30,000.00</b>	

198



# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 19 of 34

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
<b>LRP Publication</b>					
20231671	10-2210-410-72-79-600-14	ARP IDEA Impr Instruc Supplies	12/12/2022	71.90	10-2210-410-72-79-600-14
20231671			12/12/2022	0.00	
20231671	10-2210-410-72-79-600-14	ARP IDEA Impr Instruc Supplies	12/12/2022	0.00	10-2210-410-72-79-600-14
			<b>Total</b>	<u>\$71.90</u>	
<b>Marklund Children's Home</b>					
23120507	10-4220-670-00-79-600-14	Sp Ed Private Tuition	12/01/2022	0.00	10-4220-670-00-79-600-14
23120507	10-4220-670-00-79-600-14	Sp Ed Private Tuition	12/01/2022	9,000.00	10-4220-670-00-79-600-14
23120507	10-4220-670-00-79-600-14	Sp Ed Private Tuition	12/01/2022	9,000.00	10-4220-670-00-79-600-14
23120507	10-4220-670-00-79-600-14	Sp Ed Private Tuition	12/01/2022	0.00	10-4220-670-00-79-600-14
23120507	10-4220-670-00-79-600-14	Sp Ed Private Tuition	12/01/2022	0.00	10-4220-670-00-79-600-14
			<b>Total</b>	<u>\$18,000.00</u>	199
<b>Mathematics Institute of Wisconsin</b>					
20231663	10-2212-314-83-79-505-14	Title II Prof Development	12/09/2022	(4,983.00)	10-2212-314-83-79-505-14
20231664	10-2212-314-83-79-505-14	Title II Prof Development	12/09/2022	10,550.00	10-2212-314-83-79-505-14
20231663	10-2212-314-83-79-505-14	Title II Prof Development	12/09/2022	627.36	10-2212-314-83-79-505-14
20231664	10-2212-314-83-79-505-14	Title II Prof Development	12/09/2022	883.13	10-2212-314-83-79-505-14
20231663	10-2212-314-83-79-505-14	Title II Prof Development	12/09/2022	2,452.00	10-2212-314-83-79-505-14
20231663	10-2212-314-83-79-505-14	Title II Prof Development	12/09/2022	20,471.00	10-2212-314-83-79-505-14
			<b>Total</b>	<u>\$30,000.49</u>	
<b>McHenry Specialties</b>					
20231630	10-1543-410-00-71-305-13	Activities Awards	12/07/2022	257.25	10-1543-410-00-71-305-13
			<b>Total</b>	<u>\$257.25</u>	
<b>McMaster Carr Supply Co</b>					
23120287	20-2542-410-00-79	Supplies B & G	12/01/2022	700.00	20-2542-410-00-79
			<b>Total</b>	<u>\$700.00</u>	
<b>MDC Environmental Serv</b>					



# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 20 of 34

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
23120117	20-2542-321-00-79	Sanitation/Exterminating	12/01/2022	3,195.10	20-2542-321-00-79
			<b>Total</b>	<b>\$3,195.10</b>	
<b>Medco Sports Medicine</b>					
20231511	10-1500-410-00-71-300-13	Training/Athletic Supplies HS	11/28/2022	233.06	10-1500-410-00-71-300-13
			<b>Total</b>	<b>\$233.06</b>	
<b>Menards Inc</b>					
23120127	20-2542-410-00-79	Supplies B & G	12/01/2022	1,000.00	20-2542-410-00-79
20231631			12/07/2022	0.00	
20231631	10-1120-710-00-74-210-13	Heineman Non-Capitalized Eqpt	12/07/2022	2,158.00	10-1120-710-00-74-210-13
			<b>Total</b>	<b>\$3,158.00</b>	200
<b>Metro Prep</b>					
23121958	10-4220-670-00-79-600-14	Sp Ed Private Tuition	12/01/2022	12,000.00	10-4220-670-00-79-600-14
			<b>Total</b>	<b>\$12,000.00</b>	
<b>Midwest Transit Equip Kankakee</b>					
20231632	40-2554-410-00-79	Fleet Supplies	12/07/2022	72.88	40-2554-410-00-79
			<b>Total</b>	<b>\$72.88</b>	
<b>Miller Hall &amp; Triggs LLC</b>					
23121527	10-2310-318-00-74-500-14	Legal Board	12/01/2022	8,000.00	10-2310-318-00-74-500-14
			<b>Total</b>	<b>\$8,000.00</b>	
<b>Mixed Media Group Inc</b>					
20231597	10-2642-350-00-74-500-14	Advertising Human Res	12/05/2022	2,750.00	10-2642-350-00-74-500-14
			<b>Total</b>	<b>\$2,750.00</b>	
<b>Mosyle Corporation</b>					
20231581	10-2660-319-61-79-600-14	Software Maintenance	12/02/2022	433.00	10-2660-319-61-79-600-14
			<b>Total</b>	<b>\$433.00</b>	



# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 21 of 34

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
<b>Naperville Psychiatric Ventures</b>					
20231647	10-1200-310-92-79-600-14	IDEA General Purchased Service	12/07/2022	0.00	10-1200-310-92-79-600-14
20231647	10-1200-310-92-79-600-14	IDEA General Purchased Service	12/07/2022	62.40	10-1200-310-92-79-600-14
		<b>Total</b>		<b>\$62.40</b>	
<b>National Cheerleaders Association</b>					
20231512	10-1500-490-00-71-300-13	Team Sports HHS	11/28/2022	3,200.00	10-1500-490-00-71-300-13
		<b>Total</b>		<b>\$3,200.00</b>	
<b>NCS Pearson Inc.</b>					
20231662	10-2230-312-00-79-600-14	Testing/Assessment 6-12	12/09/2022	(74.49)	10-2230-312-00-79-600-14
20231662	10-2230-312-00-79-600-14	Testing/Assessment 6-12	12/09/2022	3,497.00	10-2230-312-00-79-600-14
		<b>Total</b>		<b>\$3,422.51</b>	201
<b>Neuco</b>					
23120147	20-2542-410-00-79	Supplies B & G	12/01/2022	1,000.00	20-2542-410-00-79
		<b>Total</b>		<b>\$1,000.00</b>	
<b>New England Center for Children</b>					
23121057	10-1200-310-92-79-600-14	IDEA General Purchased Service	12/01/2022	733.95	10-1200-310-92-79-600-14
		<b>Total</b>		<b>\$733.95</b>	
<b>North American Corporation</b>					
23120017	20-2542-410-00-79	Supplies B & G	12/01/2022	8,959.60	20-2542-410-00-79
		<b>Total</b>		<b>\$8,959.60</b>	
<b>Northwestern Medicine Occupational Health</b>					
20231633	40-2550-310-00-79	Prof & Tech Service Trans	12/07/2022	1,350.00	40-2550-310-00-79
20231633	40-2550-310-00-79	Prof & Tech Service Trans	12/07/2022	400.00	40-2550-310-00-79
		<b>Total</b>		<b>\$1,750.00</b>	
<b>Northwestern Medicine</b>					



# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 22 of 34

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
23121547	10-2642-390-00-74-500-14	Purchased Service Human Res	12/01/2022	250.00	10-2642-390-00-74-500-14
23121547	10-2130-220-00-79-600-14	Health Services Insurance	12/01/2022	2,000.00	10-2130-220-00-79-600-14
<b>Total</b>				<b>\$2,250.00</b>	
<b>Office Depot</b>					
23120167	20-2540-410-00-79	Office Supplies B & G	12/01/2022	187.50	20-2540-410-00-79
<b>Total</b>				<b>\$187.50</b>	
<b>Omni Commercial Lighting Service</b>					
23120177	20-2542-323-00-79	Repairs & Maint Buildings	12/01/2022	1,000.00	20-2542-323-00-79
<b>Total</b>				<b>\$1,000.00</b>	
<b>Oticon Inc</b>					
20231582			12/02/2022	0.00	
20231582	10-2150-310-92-79-600-14	IDEA Sp Path & Audiology Serv	12/02/2022	600.00	10-2150-310-92-79-600-14
20231582	10-2150-310-92-79-600-14	IDEA Sp Path & Audiology Serv	12/02/2022	0.00	10-2150-310-92-79-600-14
<b>Total</b>				<b>\$600.00</b>	
<b>Ottosen DiNolfo Hasenbalg &amp; Castaldo Ltd</b>					
23120797	10-2310-318-00-74-500-14	Legal Board	12/01/2022	3,000.00	10-2310-318-00-74-500-14
<b>Total</b>				<b>\$3,000.00</b>	
<b>P &amp; M Distributors Inc</b>					
20231589	10-2560-415-00-72-220-13	Cafe Food Marlowe	12/02/2022	483.60	10-2560-415-00-72-220-13
20231589	10-2560-415-00-71-300-13	Cafe Food HS	12/02/2022	295.96	10-2560-415-00-71-300-13
<b>Total</b>				<b>\$779.56</b>	
<b>Paddock Publications Inc</b>					
20231634			12/07/2022	0.00	
20231660	20-2540-350-00-79	Newspaper bids	12/08/2022	140.30	20-2540-350-00-79
20231634	20-2540-350-00-79	Newspaper bids	12/07/2022	151.80	20-2540-350-00-79
<b>Total</b>				<b>\$292.10</b>	

202



# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 23 of 34

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
<b>Parkland Preparatory Academy Inc</b>					
20231635	10-4220-670-00-79-600-14	Sp Ed Private Tuition	12/07/2022	4,198.24	10-4220-670-00-79-600-14
20231635	10-4220-670-00-79-600-14	Sp Ed Private Tuition	12/07/2022	0.00	10-4220-670-00-79-600-14
			<b>Total</b>	<b>\$4,198.24</b>	
<b>Partnering for Prevention LLC</b>					
23121767	10-1500-390-00-71-300-13	Student Drug Testing	12/01/2022	3,150.00	10-1500-390-00-71-300-13
23121777	10-2120-310-75-79-600-14	ESSER III Guidance Pur Svc	12/01/2022	8,000.00	10-2120-310-75-79-600-14
			<b>Total</b>	<b>\$11,150.00</b>	
<b>Patlin Inc</b>					
20231554	40-2552-490-00-79	Inventoriable Supplies	11/30/2022	489.19	40-2552-490-00-79
			<b>Total</b>	<b>\$489.19</b>	203
<b>Pepsi-Cola Gen Bot Inc</b>					
23121487	10-2560-415-00-71-300-13	Cafe Food HS	12/01/2022	7,500.00	10-2560-415-00-71-300-13
			<b>Total</b>	<b>\$7,500.00</b>	
<b>Pioneer Manufacturing - Athletics</b>					
20231550	20-2543-410-00-79	Grounds Supplies	11/30/2022	392.39	20-2543-410-00-79
20231550			11/30/2022	0.00	
			<b>Total</b>	<b>\$392.39</b>	
<b>PlumbMaster Inc</b>					
20231636			12/07/2022	0.00	
20231636	20-2542-410-00-79	Supplies B & G	12/07/2022	1,434.48	20-2542-410-00-79
			<b>Total</b>	<b>\$1,434.48</b>	
<b>Pomps Tire Service Inc</b>					
23120837	40-2554-410-00-79	Fleet Supplies	12/01/2022	3,400.00	40-2554-410-00-79
			<b>Total</b>	<b>\$3,400.00</b>	



# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 24 of 34

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
<b>Pro Com Systems Inc</b>					
20231583	10-2546-490-00-79-600-14	Security Officer Supplies	12/02/2022	615.00	10-2546-490-00-79-600-14
23120557	10-2660-390-00-79-600-14	Purchased Service Technology	12/01/2022	2,000.00	10-2660-390-00-79-600-14
			<b>Total</b>	<b>\$2,615.00</b>	
<b>Quantum Learning</b>					
20231555	10-2212-310-00-79-505-25	Curr Gen Pur Svc PK-5	11/30/2022	4,500.00	10-2212-310-00-79-505-25
			<b>Total</b>	<b>\$4,500.00</b>	
<b>R &amp; G Consultants Inc</b>					
20231590	10-2520-310-00-74-500-14	Prof & Tech Fiscal	12/02/2022	320.06	10-2520-310-00-74-500-14
20231590	10-2520-310-00-74-500-14	Prof & Tech Fiscal	12/02/2022	0.00	10-2520-310-00-74-500-14
			<b>Total</b>	<b>\$320.06</b>	204
<b>Revtrak, Inc.</b>					
23120487	10-2523-319-00-79-600-14	Banking Fees	12/01/2022	10,000.00	10-2523-319-00-79-600-14
			<b>Total</b>	<b>\$10,000.00</b>	
<b>Route 47 Taxi Transportation Inc</b>					
20231637	40-2552-331-00-79	Contracted Transportation	12/07/2022	6,100.00	40-2552-331-00-79
			<b>Total</b>	<b>\$6,100.00</b>	
<b>Rush Truck Center Huntley</b>					
23120737	40-2550-323-00-79	Repairs and Maintenance	12/01/2022	2,000.00	40-2550-323-00-79
23120747	40-2554-410-00-79	Fleet Supplies	12/01/2022	5,000.00	40-2554-410-00-79
			<b>Total</b>	<b>\$7,000.00</b>	
<b>Safety Kleen Systems Inc</b>					
23121067	40-2550-310-00-79	Prof & Tech Service Trans	12/01/2022	200.00	40-2550-310-00-79
			<b>Total</b>	<b>\$200.00</b>	

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# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 25 of 34

205

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
20231638	10-4220-670-00-79-600-14	Sp Ed Private Tuition	12/07/2022	0.00	10-4220-670-00-79-600-14
20231638	10-4220-670-00-79-600-14	Sp Ed Private Tuition	12/07/2022	575.12	10-4220-670-00-79-600-14
				<b>Total</b>	<b>\$575.12</b>
<b>Schoolbells Ltd</b>					
20231639	40-2552-331-00-79	Contracted Transportation	12/07/2022	46,920.00	40-2552-331-00-79
				<b>Total</b>	<b>\$46,920.00</b>
<b>Schuring &amp; Schuring Inc</b>					
23121317	10-2560-415-00-71-100-13	Cafe Food Leggee	12/01/2022	6,000.00	10-2560-415-00-71-100-13
23121327	10-2560-415-00-71-300-13	Cafe Food HS	12/01/2022	7,000.00	10-2560-415-00-71-300-13
23121387	10-2560-415-00-74-210-13	Cafe Food Heineman	12/01/2022	4,000.00	10-2560-415-00-74-210-13
23121375	10-2560-415-00-72-220-13	Cafe Food Marlowe	12/01/2022	4,000.00	10-2560-415-00-72-220-13
23121373	10-2560-415-00-72-110-13	Cafe Food Chesak	12/01/2022	8,000.00	10-2560-415-00-72-110-13
23121374	10-2560-415-00-72-120-13	Cafe Food Martin	12/01/2022	8,000.00	10-2560-415-00-72-120-13
23121367	10-2560-415-00-74-140-13	Cafe Food Mackeben	12/01/2022	5,000.00	10-2560-415-00-74-140-13
23121397	10-2560-415-97-79-600-14	All Children Snacks	12/01/2022	150.00	10-2560-415-97-79-600-14
23121377	10-2560-415-00-74-150-13	Cafe Food Conley	12/01/2022	5,000.00	10-2560-415-00-74-150-13
				<b>Total</b>	<b>\$47,150.00</b>
<b>Seal of Illinois</b>					
20231640	10-4220-670-00-79-600-14	Sp Ed Private Tuition	12/07/2022	0.00	10-4220-670-00-79-600-14
20231640	10-4220-670-00-79-600-14	Sp Ed Private Tuition	12/07/2022	16,193.13	10-4220-670-00-79-600-14
				<b>Total</b>	<b>\$16,193.13</b>
<b>Secretary of State 12</b>					
23120957	40-2550-310-00-79	Prof & Tech Service Trans	12/01/2022	4.00	40-2550-310-00-79
				<b>Total</b>	<b>\$4.00</b>
<b>Secretary of State 11</b>					
23120947	40-2550-310-00-79	Prof & Tech Service Trans	12/01/2022	4.00	40-2550-310-00-79
				<b>Total</b>	<b>\$4.00</b>



# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 26 of 34

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
<b>Secretary of State 13</b>					
23120967	40-2550-310-00-79	Prof & Tech Service Trans	12/01/2022	4.00	40-2550-310-00-79
			<b>Total</b>	<u>4.00</u> \$4.00	
<b>Secretary of State 14</b>					
23120977	40-2550-310-00-79	Prof & Tech Service Trans	12/01/2022	4.00	40-2550-310-00-79
			<b>Total</b>	<u>4.00</u> \$4.00	
<b>Secretary of State 15</b>					
23120987	40-2550-310-00-79	Prof & Tech Service Trans	12/01/2022	4.00	40-2550-310-00-79
			<b>Total</b>	<u>4.00</u> \$4.00	
<b>Secretary of State 16</b>					
23120997	40-2550-310-00-79	Prof & Tech Service Trans	12/01/2022	4.00	40-2550-310-00-79
			<b>Total</b>	<u>4.00</u> \$4.00	
<b>Secretary of State 17</b>					
23121007	40-2550-310-00-79	Prof & Tech Service Trans	12/01/2022	4.00	40-2550-310-00-79
			<b>Total</b>	<u>4.00</u> \$4.00	
<b>Secretary of State 18</b>					
23121017	40-2550-310-00-79	Prof & Tech Service Trans	12/01/2022	4.00	40-2550-310-00-79
			<b>Total</b>	<u>4.00</u> \$4.00	
<b>Secretary of State 19</b>					
23121027	40-2550-310-00-79	Prof & Tech Service Trans	12/01/2022	4.00	40-2550-310-00-79
			<b>Total</b>	<u>4.00</u> \$4.00	
<b>Secretary of State 20</b>					
23121037	40-2550-310-00-79	Prof & Tech Service Trans	12/01/2022	4.00	40-2550-310-00-79
			<b>Total</b>	<u>4.00</u> \$4.00	



# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 27 of 34

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
<b>Secretary of State10</b>					
23120937	40-2550-310-00-79	Prof & Tech Service Trans	12/01/2022	4.00	40-2550-310-00-79
			<b>Total</b>	<u>\$4.00</u>	
<b>Secretary of State1</b>					
23120847	40-2550-310-00-79	Prof & Tech Service Trans	12/01/2022	4.00	40-2550-310-00-79
			<b>Total</b>	<u>\$4.00</u>	
<b>Secretary of State2</b>					
23120857	40-2550-310-00-79	Prof & Tech Service Trans	12/01/2022	4.00	40-2550-310-00-79
			<b>Total</b>	<u>\$4.00</u>	
<b>Secretary of State3</b>					
23120867	40-2550-310-00-79	Prof & Tech Service Trans	12/01/2022	4.00	40-2550-310-00-79
			<b>Total</b>	<u>\$4.00</u>	
<b>Secretary of State4</b>					
23120877	40-2550-310-00-79	Prof & Tech Service Trans	12/01/2022	4.00	40-2550-310-00-79
			<b>Total</b>	<u>\$4.00</u>	
<b>Secretary of State5</b>					
23120887	40-2550-310-00-79	Prof & Tech Service Trans	12/01/2022	4.00	40-2550-310-00-79
			<b>Total</b>	<u>\$4.00</u>	
<b>Secretary of State6</b>					
23120897	40-2550-310-00-79	Prof & Tech Service Trans	12/01/2022	4.00	40-2550-310-00-79
			<b>Total</b>	<u>\$4.00</u>	
<b>Secretary of State7</b>					
23120907	40-2550-310-00-79	Prof & Tech Service Trans	12/01/2022	4.00	40-2550-310-00-79
			<b>Total</b>	<u>\$4.00</u>	



# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 28 of 34

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
<b>Secretary of State8</b>					
23120917	40-2550-310-00-79	Prof & Tech Service Trans	12/01/2022	4.00	40-2550-310-00-79
			<b>Total</b>	<b>\$4.00</b>	
<b>Secretary of State9</b>					
23120927	40-2550-310-00-79	Prof & Tech Service Trans	12/01/2022	4.00	40-2550-310-00-79
			<b>Total</b>	<b>\$4.00</b>	
<b>SiteOne Landscape Supply</b>					
20231641			12/07/2022	0.00	
20231641	20-2543-410-00-79	Grounds Supplies	12/07/2022	650.05	20-2543-410-00-79
			<b>Total</b>	<b>\$650.05</b>	<b>208</b>
<b>Soliant Health Inc</b>					
23120527	10-1101-310-00-79-605-14	Substitute Teacher-Contracted	12/01/2022	30,000.00	10-1101-310-00-79-605-14
			<b>Total</b>	<b>\$30,000.00</b>	
<b>South Campus</b>					
23121961	10-4220-670-00-79-600-14	Sp Ed Private Tuition	12/01/2022	9,000.00	10-4220-670-00-79-600-14
			<b>Total</b>	<b>\$9,000.00</b>	
<b>Spotter Staffing LLC</b>					
20231667	10-1101-310-00-79-605-14	Substitute Teacher-Contracted	12/12/2022	0.00	10-1101-310-00-79-605-14
20231648	10-1101-310-00-79-605-14	Substitute Teacher-Contracted	12/07/2022	1,200.00	10-1101-310-00-79-605-14
20231648	10-1101-310-00-79-605-14	Substitute Teacher-Contracted	12/07/2022	1,987.50	10-1101-310-00-79-605-14
20231648	10-1101-310-00-79-605-14	Substitute Teacher-Contracted	12/07/2022	2,250.00	10-1101-310-00-79-605-14
20231648	10-1101-310-00-79-605-14	Substitute Teacher-Contracted	12/07/2022	2,812.50	10-1101-310-00-79-605-14
20231648	10-1101-310-00-79-605-14	Substitute Teacher-Contracted	12/07/2022	0.00	10-1101-310-00-79-605-14
20231667	10-1101-310-00-79-605-14	Substitute Teacher-Contracted	12/12/2022	3,988.61	10-1101-310-00-79-605-14
			<b>Total</b>	<b>\$12,238.61</b>	
<b>Stark &amp; Son Trenching Inc</b>					



# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 29 of 34

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
20231642			12/07/2022	0.00	
20231642	20-2542-323-00-79	Repairs & Maint Buildings	12/07/2022	2,778.76	20-2542-323-00-79
		<b>Total</b>		<b>\$2,778.76</b>	
<b>Steiner Electric Company</b>					
23121637	20-2542-410-00-79	Supplies B & G	12/01/2022	1,000.00	20-2542-410-00-79
		<b>Total</b>		<b>\$1,000.00</b>	
<b>Stepping Stones Group</b>					
23121960	10-1101-310-00-79-605-14	Substitute Teacher-Contracted	12/01/2022	30,000.00	10-1101-310-00-79-605-14
		<b>Total</b>		<b>\$30,000.00</b>	
<b>Streamwood Behavioral Health</b>					
20231591	10-4210-670-00-79-600-14	Reg Ed Out of District	12/02/2022	210.00	10-4210-670-00-79-600-14
		<b>Total</b>		<b>\$210.00</b>	
<b>Summit School Inc</b>					
20231643	10-4220-670-00-79-600-14	Sp Ed Private Tuition	12/07/2022	5,163.63	10-4220-670-00-79-600-14
20231643	10-4220-670-00-79-600-14	Sp Ed Private Tuition	12/07/2022	0.00	10-4220-670-00-79-600-14
20231668	10-4220-670-00-79-600-14	Sp Ed Private Tuition	12/12/2022	3,804.78	10-4220-670-00-79-600-14
20231668	10-4220-670-00-79-600-14	Sp Ed Private Tuition	12/12/2022	0.00	10-4220-670-00-79-600-14
		<b>Total</b>		<b>\$8,968.41</b>	
<b>Sunbelt Staffing LLC</b>					
23120537	10-1101-310-00-79-605-14	Substitute Teacher-Contracted	12/01/2022	30,000.00	10-1101-310-00-79-605-14
		<b>Total</b>		<b>\$30,000.00</b>	
<b>Talerico Martin Corp</b>					
23120378	10-2560-415-00-71-300-13	Cafe Food HS	12/01/2022	5,000.00	10-2560-415-00-71-300-13
23120377	10-2560-415-00-74-210-13	Cafe Food Heineman	12/01/2022	1,000.00	10-2560-415-00-74-210-13
23120387	10-2560-415-00-72-220-13	Cafe Food Marlowe	12/01/2022	1,000.00	10-2560-415-00-72-220-13
		<b>Total</b>		<b>\$7,000.00</b>	

209



# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 30 of 34

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
<b>Therapy Staff Aequor Healthcare</b>					
23120547	10-1101-310-00-79-605-14	Substitute Teacher-Contracted	12/01/2022	20,000.00	10-1101-310-00-79-605-14
			<b>Total</b>	<b>\$20,000.00</b>	
<b>Thomson Reuters</b>					
23120307	10-2660-470-00-79-600-14	Software Technology	12/01/2022	1,066.12	10-2660-470-00-79-600-14
			<b>Total</b>	<b>\$1,066.12</b>	
<b>T-Mobile</b>					
23120357	20-2540-340-00-79	Telephone - Districtwide	12/01/2022	6,000.00	20-2540-340-00-79
			<b>Total</b>	<b>\$6,000.00</b>	
<b>TPI Tyler Press Inc</b>					
20231538	10-2410-410-00-74-140-13	Office Supplies Mackeben	11/28/2022	153.85	10-2410-410-00-74-140-13
			<b>Total</b>	<b>\$153.85</b>	
<b>Trane</b>					
20231539	20-2542-410-00-79	Supplies B & G	11/28/2022	865.80	20-2542-410-00-79
			<b>Total</b>	<b>\$865.80</b>	
<b>Trickster Art Gallery</b>					
20231592	10-1100-310-76-79-600-14	CURES Instruc Pur Svcs	12/02/2022	900.00	10-1100-310-76-79-600-14
20231592	10-1100-310-76-79-600-14	CURES Instruc Pur Svcs	12/02/2022	300.00	10-1100-310-76-79-600-14
			<b>Total</b>	<b>\$1,200.00</b>	
<b>Tyler Technologies Inc</b>					
20231675	40-2550-310-00-79	Prof & Tech Service Trans	12/12/2022	3,623.36	40-2550-310-00-79
			<b>Total</b>	<b>\$3,623.36</b>	
<b>UMB Bank NA</b>					
20231651	30-5220-620	Interest on Bonds	12/08/2022	141,600.00	30-5220-620

210



# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 31 of 34

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
20231651	30-5220-620	Interest on Bonds	12/08/2022	122,600.00	30-5220-620
20231651	30-5220-620	Interest on Bonds	12/08/2022	183,137.50	30-5220-620
				<b>Total</b>	<b>\$447,337.50</b>
<b>United States Postal Service</b>					
20231551	10-1130-341-00-71-300-13	Postage HS	11/30/2022	10.55	10-1130-341-00-71-300-13
				<b>Total</b>	<b>\$10.55</b>
<b>Unity School Bus Parts, Inc</b>					
20231644	40-2554-410-00-79	Fleet Supplies	12/07/2022	384.10	40-2554-410-00-79
20231644	40-2554-410-00-79	Fleet Supplies	12/07/2022	833.75	40-2554-410-00-79
				<b>Total</b>	<b>\$1,217.85</b>
<b>211</b>					
<b>UPS Store #2361, The</b>					
20231593	10-1120-490-02-72-220-13	Marlowe Fine Arts Supplies	12/02/2022	272.02	10-1120-490-02-72-220-13
				<b>Total</b>	<b>\$272.02</b>
<b>US Bank</b>					
20231652	30-5220-620	Interest on Bonds	12/08/2022	5,266,323.75	30-5220-620
20231652	30-5320-610	Principal on Bonds	12/08/2022	291,265.20	30-5320-610
20231652	30-5320-610	Principal on Bonds	12/08/2022	1,108,676.25	30-5320-610
20231652	30-5220-620	Interest on Bonds	12/08/2022	1,198,734.80	30-5220-620
				<b>Total</b>	<b>\$7,865,000.00</b>
<b>Verizon Wireless</b>					
23121607	20-2540-340-00-79	Telephone - Districtwide	12/01/2022	7,000.00	20-2540-340-00-79
				<b>Total</b>	<b>\$7,000.00</b>
<b>VILLAGE OF ALGONQUIN</b>					
23120137	20-2546-310-00-71-305	Resource Officer	12/01/2022	9,807.48	20-2546-310-00-71-305
				<b>Total</b>	<b>\$9,807.48</b>

**Village of Huntley**



# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 32 of 34

212

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
20231595	20-2546-310-00-71-305	Resource Officer	12/02/2022	487.50	20-2546-310-00-71-305
20231596	20-2546-310-00-71-305	Resource Officer	12/02/2022	325.00	20-2546-310-00-71-305
20231595	20-2546-310-00-71-305	Resource Officer	12/02/2022	292.50	20-2546-310-00-71-305
20231594	20-2546-310-00-71-305	Resource Officer	12/02/2022	162.50	20-2546-310-00-71-305
20231594	20-2546-310-00-71-305	Resource Officer	12/02/2022	292.50	20-2546-310-00-71-305
20231594	20-2546-310-00-71-305	Resource Officer	12/02/2022	227.50	20-2546-310-00-71-305
20231595	20-2546-310-00-71-305	Resource Officer	12/02/2022	487.50	20-2546-310-00-71-305
20231595	20-2546-310-00-71-305	Resource Officer	12/02/2022	292.50	20-2546-310-00-71-305
20231596	20-2546-310-00-71-305	Resource Officer	12/02/2022	325.00	20-2546-310-00-71-305
20231595	20-2546-310-00-71-305	Resource Officer	12/02/2022	260.00	20-2546-310-00-71-305
23121517	20-2546-310-00-71-305	Resource Officer	12/01/2022	6,201.67	20-2546-310-00-71-305
20231595	20-2546-310-00-71-305	Resource Officer	12/02/2022	292.50	20-2546-310-00-71-305
20231595	20-2546-310-00-71-305	Resource Officer	12/02/2022	357.50	20-2546-310-00-71-305
20231596	20-2546-310-00-71-305	Resource Officer	12/02/2022	406.25	20-2546-310-00-71-305
20231596	20-2546-310-00-71-305	Resource Officer	12/02/2022	325.00	20-2546-310-00-71-305
20231595	20-2546-310-00-71-305	Resource Officer	12/02/2022	487.50	20-2546-310-00-71-305
				<b>Total</b>	\$11,222.92
<b>Village of Lake in the Hills</b>					
23120687	20-2546-310-00-71-305	Resource Officer	12/01/2022	6,527.00	20-2546-310-00-71-305
				<b>Total</b>	\$6,527.00
<b>Virtual Connections Academy</b>					
23121757	10-4220-670-00-79-600-14	Sp Ed Private Tuition	12/01/2022	15,000.00	10-4220-670-00-79-600-14
				<b>Total</b>	\$15,000.00
<b>VSP of Illinois NFP</b>					
23120457	10-2310-220-00-79-600-14	Support Serv-Gen Adm Insurance	12/01/2022	8,000.00	10-2310-220-00-79-600-14
				<b>Total</b>	\$8,000.00
<b>WEX BANK</b>					
23120777	10-1700-464-21-71-300-13	Driver Education Gasoline	12/01/2022	2,000.00	10-1700-464-21-71-300-13



# Huntley Community School District 158

## P.O. Summary by Vendor (Custom)

From: 11/28/2022 to 12/12/2022

Printed: 12/12/2022 9:56 AM

Page 33 of 34

P.O. #	Account Number	Account# Description	P.O. Date	Original Amount	State Account Number
23120777	10-1500-332-00-71-300-13	Athletic Trips HS	12/01/2022	500.00	10-1500-332-00-71-300-13
23120767	40-2552-464-00-79	Diesel/Gasoline	12/01/2022	300.00	40-2552-464-00-79
<b>Total</b>				<u>\$2,800.00</u>	
<b>Winston Knolls Education Group</b>					
23121747	10-4220-670-00-79-600-14	Sp Ed Private Tuition	12/01/2022	6,500.00	10-4220-670-00-79-600-14
<b>Total</b>				<u>\$6,500.00</u>	
<b>Wold Architects and Engineers</b>					
20231542	20-2540-310-00-79	Professional & Technical	11/29/2022	2,000.00	20-2540-310-00-79
20231542			11/29/2022	0.00	
20231542			11/29/2022	0.00	
<b>Total</b>				<u>\$2,000.00</u>	213
<b>Zero Card</b>					
23120477	10-1100-220-00-79-600-14	Regular Programs Insurance	12/01/2022	2,500.00	10-1100-220-00-79-600-14
<b>Total</b>				<u>\$2,500.00</u>	
<b>Zieglers Ace Hardware</b>					
23120267	20-2542-410-00-79	Supplies B & G	12/01/2022	300.00	20-2542-410-00-79
23121047	40-2554-410-00-79	Fleet Supplies	12/01/2022	100.00	40-2554-410-00-79
<b>Total</b>				<u>\$400.00</u>	
<b>Zoo Fans Ductsox</b>					
20231556	20-2542-410-00-79	Supplies B & G	12/01/2022	280.51	20-2542-410-00-79
<b>Total</b>				<u>\$280.51</u>	
<b>Total</b>				<u><u>\$11,256,471.75</u></u>	



# Huntley Community School District 158

650 Dr. John Burkey Drive  
Algonquin, Illinois 60102  
(847) 659-6158 • www.district158.org

To: Board of Education and Administration

From: Mark Altmayer, Chief Financial Officer

Date: December 15, 2022

Subject: **Supplemental Accounts Payable Report**  
Board of Education Meeting, December 15, 2022  
Action Items

The following is an updated executive summary of the attached report titled “Accounts Payable” which is a listing of open accounts payable for which the Board has not approved purchase orders (i.e. employee reimbursements, refunds for fees, etc.) and therefore Administration is requesting Board Approval to issue payment:

Education Fund	\$ 13,453.09
Operations & Maintenance Fund	321.50
Debt Service Fund	0.00
Transporation Fund	0.00
Municipal Retirement and Social Security Fund	0.00
Capital Projects Fund	0.00
Working Cash Fund	0.00
Fire Prevention and Safety Fund	0.00
Total	<u>\$ 13,774.59</u>

## RECOMMENDATION

Administration recommends the Board of Education approve the Supplemental Accounts Payable Report at the December 15, 2022 Regular Board meeting.



# Huntley Community School District 158

## Accounts Payable Report

Printed: 12/13/2022 7:17 AM

Page 1 of 7

Vendor Name	Account Number	Description	Check Date	Amount	State Account Number
Alonso, Ciara - 1233400076	10-2310-230-00-74-500-14	Tuition Reimbursement		390.00	10-2310-230-00-74-500-14
				<u>\$390.00</u>	
Altmayer, Mark - 123335471	10-2520-332-00-74-500-14	Travel Fiscal-May-June 30th Mileage		268.58	10-2520-332-00-74-500-14
	10-2520-332-00-74-500-14	Travel Fiscal-July-Sept 13 Mileage		132.38	10-2520-332-00-74-500-14
	10-2520-332-00-74-500-14	Travel Fiscal-Checked bag fee O'Hare		35.00	10-2520-332-00-74-500-14
				<u>\$435.96</u>	
Avner, Jaclynn - 123338578	10-1400-410-09-71-300-13	Walmart-Limes, Lemons, Oranges & Garlic		11.37	10-1400-410-09-71-300-13
	10-1400-410-09-71-300-13	Jewel/Osco-Food Items		40.77	10-1400-410-09-71-300-13
	10-1400-410-09-71-300-13	Instacart-Jewel-Food Items		48.83	10-1400-410-09-71-300-13
	10-1400-410-09-71-300-13	Jewel-Food Items		75.56	10-1400-410-09-71-300-13
				<u>\$176.53</u>	
Basargin, Beth - 1233398634	10-1200-310-92-79-600-14	IDEA General Purchased Service-Vision Services		76.25	10-1200-310-92-79-600-14
	10-1200-310-92-79-600-14	IDEA General Purchased Service-Vision Services		114.38	10-1200-310-92-79-600-14
				<u>\$190.63</u>	
Bley, Lindsay - 1233397972	10-2210-640-92-79-605-14	ASHA Dues		225.00	10-2210-640-92-79-605-14
				<u>\$225.00</u>	
Breese, Kari - 1233397862	10-1200-310-92-79-600-14	OCT-NOV 2022 MILEAGE		130.25	10-1200-310-92-79-600-14
				<u>\$130.25</u>	
Buchweitz, Bruce R - 123333356	10-2310-230-00-74-500-14	Tuition Reimbursement		390.00	10-2310-230-00-74-500-14
	10-2310-230-00-74-500-14	Tuition Reimbursement		390.00	10-2310-230-00-74-500-14
				<u>\$780.00</u>	
Carlson, Dean - 1233397596	20-2540-332-00-79	Travel-DEC/22 MILEAGE		65.62	20-2540-332-00-79
				<u>\$65.62</u>	

215



# Huntley Community School District 158

## Accounts Payable Report

Printed: 12/13/2022 7:17 AM

Page 2 of 7

Vendor Name	Account Number	Description	Check Date	Amount	State Account Number
Cornett, Brenda - 1233400062	10-1200-310-66-71-300-13	NOV/22 MILEAGE		96.56	10-1200-310-66-71-300-13
				<u>96.56</u>	
del Castillo, Rocio - 1233397109	10-2213-332-00-79-600-14	Special Svcs Travel & Conf		306.89	10-2213-332-00-79-600-14
	10-2213-332-00-79-600-14	Special Svcs Travel & Conf-Bag Fee AA		40.00	10-2213-332-00-79-600-14
	10-2213-332-00-79-600-14	Special Svcs Travel & Conf-Bag Fee AA		40.00	10-2213-332-00-79-600-14
	10-2213-332-00-79-600-14	Special Svcs Travel & Conf-Starbucks		10.06	10-2213-332-00-79-600-14
	10-2213-332-00-79-600-14	Special Svcs Travel & Conf-Lunch Tia Sophias		26.47	10-2213-332-00-79-600-14
	10-2213-332-00-79-600-14	Special Svcs Travel & Conf-Lunch Thunderbird Grill		40.44	10-2213-332-00-79-600-14
	10-2213-332-00-79-600-14	Special Svcs Travel & Conf-Uber		98.04	10-2213-332-00-79-600-14
	10-2213-410-00-79-600-14	Special Svcs Supplies-Target Stationary Supp		46.23	10-2213-410-00-79-600-14
	10-2213-332-00-79-600-14	Special Svcs Travel & Conf-Uber		5.99	10-2213-332-00-79-600-14
				<u>\$614.12</u>	
Delahanty, Eileen - 26307	10-2630-332-00-74-500-14	Communications Travel-NOV/22-MILEAGE		33.75	10-2630-332-00-74-500-14
				<u>\$33.75</u>	
Doubek, Robin - 123338275	10-1110-332-00-71-100-13	Teacher Travel Leggee-NOV/22		17.50	10-1110-332-00-71-100-13
	10-1110-332-00-71-100-13	Teacher Travel Leggee-OCT/22		17.50	10-1110-332-00-71-100-13
				<u>\$35.00</u>	
Fitzgerald, Cynthia - 123334580	10-1200-310-92-79-600-14	AUG/2022 MILEAGE		48.75	10-1200-310-92-79-600-14
	10-1200-310-92-79-600-14	SEP/2022 MILEAGE		82.50	10-1200-310-92-79-600-14
	10-1200-310-92-79-600-14	OCT/2022 MILEAGE		73.75	10-1200-310-92-79-600-14
				<u>\$205.00</u>	
Flight, Amanda - 1233400206	10-2210-640-92-79-605-14	IL Assoc of School Social Workers Membership		75.00	10-2210-640-92-79-605-14
	10-2210-640-92-79-605-14	IL Assoc of School Social Workers Conf		350.00	10-2210-640-92-79-605-14
	10-2210-640-92-79-605-14	10/27-28/2022 Conf travel		42.96	10-2210-640-92-79-605-14
				<u>\$467.96</u>	
Flight, Sharon - 1233400207					

216



# Huntley Community School District 158

## Accounts Payable Report

Printed: 12/13/2022 7:17 AM

Page 3 of 7

Vendor Name	Account Number	Description	Check Date	Amount	State Account Number
	10-2310-230-00-74-500-14	Tuition Reimbursement		390.00	10-2310-230-00-74-500-14
				<u>390.00</u>	
Gosser, Jeralynn - 123335302	10-2310-230-00-74-500-14	Tuition Reimbursement		390.00	10-2310-230-00-74-500-14
				<u>390.00</u>	
Gotsch, Courtney - 33566	10-1100-423-00-74-500-25	New Adoption PK-5-Storage Containers		45.99	10-1100-423-00-74-500-25
	10-1100-423-00-74-500-25	New Adoption PK-5-Dry Erase Pockets		19.99	10-1100-423-00-74-500-25
				<u>65.98</u>	
Gullifor, Kateri - 123339409	10-1200-310-92-79-600-14	November 2022 Mileage		117.06	10-1200-310-92-79-600-14
	10-1200-310-92-79-600-14	IDEA General Purchased Service		213.94	10-1200-310-92-79-600-14
				<u>331.00</u>	
Gusciara, Marie - 1233400078	10-2310-230-00-74-500-14	Tuition Reimbursement		390.00	10-2310-230-00-74-500-14
				<u>390.00</u>	
Heide, Caitlin - 1233399592	10-2560-410-00-74-210-13	Work Shoes		38.04	10-2560-410-00-74-210-13
				<u>38.04</u>	
Heward, Chris - 32895	10-1100-211-00-79-600-14	Tuition Reimbursement		390.00	10-1100-211-00-79-600-14
				<u>390.00</u>	
Hoffmann, Darleen - 31079	10-2520-332-00-74-500-14	Mariano`s - Food		19.95	10-2520-332-00-74-500-14
	10-2520-332-00-74-500-14	Mariano`s - Food		11.95	10-2520-332-00-74-500-14
	10-2520-332-00-74-500-14	Travel Fiscal-Modern Transportation		120.46	10-2520-332-00-74-500-14
	10-2520-332-00-74-500-14	Travel Fiscal-American Airlines		449.20	10-2520-332-00-74-500-14
	10-2520-332-00-74-500-14	Travel Fiscal-Uber to Hotel		25.93	10-2520-332-00-74-500-14
	10-2520-332-00-74-500-14	Travel Fiscal-Starbucks		7.43	10-2520-332-00-74-500-14
	10-2520-332-00-74-500-14	Travel Fiscal--Peter Pour House		33.59	10-2520-332-00-74-500-14
	10-2520-332-00-74-500-14	Travel Fiscal--Cheesecake Factory		24.09	10-2520-332-00-74-500-14

217



# Huntley Community School District 158

## Accounts Payable Report

Printed: 12/13/2022 7:17 AM

Page 4 of 7

Vendor Name	Account Number	Description	Check Date	Amount	State Account Number
	10-2520-332-00-74-500-14	Travel Fiscal--Shake Shack		16.18	10-2520-332-00-74-500-14
	10-2520-332-00-74-500-14	Travel Fiscal--Crafty Crab Inner Harbor		32.90	10-2520-332-00-74-500-14
	10-2520-332-00-74-500-14	Travel Fiscal--Renaissance Hotel 10/24-26		701.49	10-2520-332-00-74-500-14
	10-2520-332-00-74-500-14	Travel Fiscal--Cab to airport		7.15	10-2520-332-00-74-500-14
	10-2520-332-00-74-500-14	Travel Fiscal--Modern Transportation		120.46	10-2520-332-00-74-500-14
				<u>\$1,570.78</u>	
James, Cynthia - 1233399835	10-1200-310-66-71-300-13	STEP Purchased Services-MILEAGE		17.13	10-1200-310-66-71-300-13
				<u>\$17.13</u>	
Jones, Carrie - 30719	10-2210-314-92-79-605-14	Mileage Executive Functioning NIU		26.25	10-2210-314-92-79-605-14
	10-2210-314-92-79-605-14	Executive Functioning Course		125.00	10-2210-314-92-79-605-14
				<u>\$151.25</u>	
Kelley, Joan - 1233399090	10-2310-230-00-74-500-14	Tuition Reimbursement		165.00	10-2310-230-00-74-500-14
				<u>\$165.00</u>	
Kelly, Jill - 123338719	10-1200-310-92-79-600-14	IDEA General Purchased Service-NOV Mileage		107.13	10-1200-310-92-79-600-14
				<u>\$107.13</u>	
Kent, Laura - 1233399241	10-1200-310-92-79-600-14	IDEA General Purchased Service-OCT/22 MILEAGE		118.13	10-1200-310-92-79-600-14
	10-1200-310-92-79-600-14	IDEA General Purchased Service-10/17/22 Tolls		5.00	10-1200-310-92-79-600-14
				<u>\$123.13</u>	
Kish, Shelly - 123334797	10-2410-332-00-71-300-13	Prin Travel HS-SEP-NOV/22 MILEAGE		158.75	10-2410-332-00-71-300-13
				<u>\$158.75</u>	
Kobrick, Dawn - 1233399560	10-1200-310-66-71-300-13	STEP Purchased Services-OCT/NOV MILEAGE		114.12	10-1200-310-66-71-300-13
				<u>\$114.12</u>	
Kopp, Ellen - 1233397029	10-2520-332-00-74-500-14	Travel Fiscal-NOV/22		52.50	10-2520-332-00-74-500-14

218



# Huntley Community School District 158

## Accounts Payable Report

Printed: 12/13/2022 7:17 AM  
Page 5 of 7

Vendor Name	Account Number	Description	Check Date	Amount	State Account Number
	10-1120-410-00-74-210-13	Fluency Tutor for Google		99.00	10-1120-410-00-74-210-13
				<u>\$151.50</u>	
Landvick, Matthew - 1233396232	10-1500-335-00-71-300-13	Conference Travel HS		137.12	10-1500-335-00-71-300-13
				<u>\$137.12</u>	
Lebar, Jason - 123333744	10-1110-410-50-74-150-13	Conley PE Supplies-3 user addon mailmerge		291.90	10-1110-410-50-74-150-13
				<u>\$291.90</u>	
Lindsay, Sara - 1233400172	10-1200-310-66-71-300-13	STEP Purchased Services-10/31-11/29/22 Mileage		91.13	10-1200-310-66-71-300-13
				<u>\$91.13</u>	
Meyer, Anna - 28963	10-2520-332-00-74-500-14	Travel Fiscal-OCT & NOV Mileage		48.00	10-2520-332-00-74-500-14
				<u>\$48.00</u>	
Miguel, Madison - 1233397813	10-1500-410-00-74-210-13	Training Supplies Heineman-CPR Training		19.50	10-1500-410-00-74-210-13
				<u>\$19.50</u>	
Norton, Gina - 1233399615	10-1200-310-66-71-300-13	STEP Purchased Services-NOV MILEAGE		112.31	10-1200-310-66-71-300-13
				<u>\$112.31</u>	
Poncio Jordan, Johanna - 1233399020	10-2210-332-82-79-605-14	La Fogata Grill - Dinner for La Cosecha Conf		93.49	10-2210-332-82-79-605-14
	10-2213-332-00-79-600-14	Special Svcs Travel & Conf-10/13-10/15		182.76	10-2213-332-00-79-600-14
				<u>\$276.25</u>	
Ratkowski, Kari - 30293	10-2210-332-82-79-605-14	Bilingual PD Travel & Conference		22.50	10-2210-332-82-79-605-14
				<u>\$22.50</u>	
Reckamp, Margaret - 32928	10-2210-640-92-79-605-14	2023 ASHA Membership Dues		225.00	10-2210-640-92-79-605-14
				<u>\$225.00</u>	

219



# Huntley Community School District 158

## Accounts Payable Report

Printed: 12/13/2022 7:17 AM

Page 6 of 7

Vendor Name	Account Number	Description	Check Date	Amount	State Account Number
Redden, Scott - 1233399930	20-2540-332-00-79	Travel		22.13	20-2540-332-00-79
				<u>\$22.13</u>	
Renkosik, Doug - 28443	20-2540-332-00-79	Travel-NOV/22 MILEAGE		213.75	20-2540-332-00-79
	20-2540-332-00-79	Travel-Triple I Conf Travel 11/19/22		20.00	20-2540-332-00-79
				<u>\$233.75</u>	
Rollins, Kennedy - 1233400122	10-2520-332-00-74-500-14	Travel Fiscal-AUG-NOV 2022 MILEAGE		253.75	10-2520-332-00-74-500-14
				<u>\$253.75</u>	
Rowe, Scott - 123336968	10-2321-332-00-74-500-14	Travel Supt-AUG 1-DEC 9/2022 MILEAGE		900.56	10-2321-332-00-74-500-14
	10-2321-332-00-74-500-14	Travel Supt-Reimburse Annual Chamber Awards Dinner		75.00	10-2321-332-00-74-500-14
				<u>\$975.56</u>	
Ryan, Debra - 123336268	10-1200-310-92-79-600-14	NOV/22 MILEAGE		58.12	10-1200-310-92-79-600-14
	10-2210-314-92-79-605-14	November 16-19/22 Mileage		38.38	10-2210-314-92-79-605-14
	10-2210-314-92-79-605-14	Uber to Airport, Hotel & Convention		42.95	10-2210-314-92-79-605-14
	10-2210-314-92-79-605-14	UA Checked Bag Fee		35.00	10-2210-314-92-79-605-14
	10-2210-314-92-79-605-14	UA Checked Bag Fee		35.00	10-2210-314-92-79-605-14
	10-2210-314-92-79-605-14	New Orleans Convention Center - Lunch		18.00	10-2210-314-92-79-605-14
	10-2210-314-92-79-605-14	New Orleans Convention Center - Lunch		24.89	10-2210-314-92-79-605-14
	10-2210-314-92-79-605-14	Subway New Orleans Convention Center - Lunch		10.15	10-2210-314-92-79-605-14
	10-2210-314-92-79-605-14	Starbucks New Orleans Convention Center - Dinner		4.70	10-2210-314-92-79-605-14
	10-2210-314-92-79-605-14	Uber to Airport, Hotel & Convention		59.92	10-2210-314-92-79-605-14
	10-2210-314-92-79-605-14	New Orleans Convention Center - Dinner		18.67	10-2210-314-92-79-605-14
				<u>\$345.78</u>	
Sabie, Haley - 1233399730	10-2310-230-00-74-500-14	Tuition Reimbursement		390.00	10-2310-230-00-74-500-14
				<u>\$390.00</u>	
Schlueter, Jennifer - 32509	10-2310-230-00-74-500-14	Tuition Reimbursement		390.00	10-2310-230-00-74-500-14

220



# Huntley Community School District 158

## Accounts Payable Report

Printed: 12/13/2022 7:17 AM

Page 7 of 7

Vendor Name	Account Number	Description	Check Date	Amount	State Account Number
				<u>\$390.00</u>	
Schwerzler, Therese - 123338008	10-2410-332-00-71-300-13	Prin Travel HS-OCT 13, 27, NOV 3 MILEAGE		12.38	10-2410-332-00-71-300-13
				<u>\$12.38</u>	
Smith, Carly - 1233398503	10-1200-310-92-79-600-14	Mileage AAC Facilitator OCT/2022		9.63	10-1200-310-92-79-600-14
				<u>\$9.63</u>	
Spoeth, Holly - 123334104	10-1200-310-66-71-300-13	STEP Purchased Services-NOV MILEAGE		74.06	10-1200-310-66-71-300-13
				<u>\$74.06</u>	
Steiner, Dawn N - 1233396853	10-2310-230-00-74-500-14	Tuition Reimbursement		390.00	10-2310-230-00-74-500-14
				<u>\$390.00</u>	
Sunderlage, Jean - 28681	10-3100-332-97-79-605-14	All Children Community Travel		17.00	10-3100-332-97-79-605-14
				<u>\$17.00</u>	
Wille, Sarah - 1233399225	10-2210-640-92-79-605-14	2023 ASHA Membership Dues		225.00	10-2210-640-92-79-605-14
				<u>\$225.00</u>	
Wilson, Glen - 1233397404	10-1500-335-00-71-300-13	Conference Travel HS		362.50	10-1500-335-00-71-300-13
				<u>\$362.50</u>	
Younan-Shawil, Silvana - 1233398452	10-2310-230-00-74-500-14	Tuition Reimbursement		381.65	10-2310-230-00-74-500-14
				<u>\$381.65</u>	
Zhao, Tianya - 1233396007	10-2520-332-00-74-500-14	Travel Fiscal-NOV/22 MILEAGE		67.50	10-2520-332-00-74-500-14
				<u>\$67.50</u>	
				<u><u>\$13,774.59</u></u>	
<b>Report Total</b>					

221