

## OAK STREET COUNCIL SSA

## Budget vs. Actual

January through December 2022

	TOTAL		
	Jan - Dec 22	Budget	% of Budget
Ordinary Income/Expense			
Income			
Interest Income	3.52		100.0%
Carry Over Funds	0.00	65,000.00	0.0%
SSA Tax Revenue			
2022 Revenue (2021 Tax Year)	141,694.98	272,292.00	52.04%
2021 Revenue (2020 Tax Year)	9,823.62		100.0%
Total SSA Tax Revenue	151,518.60	272,292.00	55.65%
Total Income	151,522.12	337,292.00	44.92%
Gross Profit	151,522.12	337,292.00	44.92%
Expense			
SSA Management			
Liability/Property Insurance	272.50		100.0%
SSA Management	6,600.00	26,400.00	25.0%
IT Monitoring Services	0.00	500.00	0.0%
Monitoring/Compliance	0.00	200.00	0.0%
SSA Bank Account Fees	0.00	300.00	0.0%
Subscription/Dues	490.50		100.0%
Commission Meetings/Trainings	0.00	250.00	0.0%
Postage	0.00	300.00	0.0%
Office Printing	0.00	300.00	0.0%
Office Supplies	0.00	200.00	0.0%
Bookkeeping	1,600.00	5,842.00	27.39%
SSA Audit	0.00	3,000.00	0.0%
SSA Annual Report	3,000.00	2,000.00	150.0%
Total SSA Management	11,963.00	39,292.00	30.45%
Safety Programs			
Security Patrol Services	0.00	100,000.00	0.0%
Public Way Cameras&Maintenance	0.00	30,000.00	0.0%
Total Safety Programs	0.00	130,000.00	0.0%
Economic & Business Development			
Economic Impact	4,220.00		100.0%
Strategic Planning	0.00	2,500.00	0.0%
Total Economic & Business Development	4,220.00	2,500.00	168.8%
Public Way Aesthetics			
Snow Removal	12,915.00	18,000.00	71.75%
Sidewalk Maintenance	0.00	10,000.00	0.0%
Streetcape Elements	0.00	25,000.00	0.0%
Landscaping	16,180.47	52,000.00	31.12%
Total Public Way Aesthetics	29,095.47	105,000.00	27.71%
Customer Attraction			
Special events	-409.85		100.0%
Holiday Decorations	1,500.00	50,000.00	3.0%
Social Media Management	0.00	8,000.00	0.0%
Website	575.00	3,000.00	19.17%
Total Customer Attraction	1,665.15	61,000.00	2.73%
Total Expense	46,943.62	337,792.00	13.9%
Net Ordinary Income	104,578.50	-500.00	-20,915.7%
Net Income	104,578.50	-500.00	-20,915.7%

# Oak Street Council SSA

Starting cash on hand

\$ 161,051.13

Starting date

Apr 2022

Cash minimum balance alert

\$ 2,000.00

	Apr 2022	May 2022	Jun 2022	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Total
Cash on hand (beginning of month)	\$ 161,051.13	\$ 149,001.13	\$ 116,372.13	\$ 99,572.13	\$ 67,772.13	\$ 35,952.13	\$ 19,132.13	\$ 9,712.13	\$ (49,207.87)	\$ (86,777.87)	

## Cash Receipts

Tax Revenue (2021 Tax Levy)	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ 100,000.00	\$ 100,000.00
<b>Total Cash Receipts</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00	\$ 100,000.00
<b>Total Cash Available</b>	\$ 161,051.13	\$ 149,001.13	\$ 116,372.13	\$ 99,572.13	\$ 67,772.13	\$ 35,952.13	\$ 19,132.13	\$ 9,712.13	\$ (49,207.87)	\$ 13,222.13	

## Cash Paid Out

Management	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ -	\$ 19,800.00
Bookkeeping	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 420.00	\$ 420.00	\$ 420.00	\$ 420.00	\$ 420.00	\$ -	\$ 3,700.00
Audit	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000.00
Annual Report	\$ 3,000.00	\$ 1,999.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,999.00
Snow Removal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,500.00	\$ 4,500.00	\$ -	\$ 9,000.00
Landscaping	\$ 6,350.00	\$ 6,350.00	\$ 6,350.00	\$ 6,350.00	\$ 6,350.00	\$ 6,350.00	\$ 6,350.00	\$ 6,350.00	\$ -	\$ -	\$ 50,800.00
Landscaping-Special Planting	\$ -	\$ 9,830.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,830.00
Website	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ -	\$ 900.00
Social Media	\$ -	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ -	\$ 2,800.00
Closure and Placemaking Survey	\$ -	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00	\$ -	\$ -	\$ -	\$ -	\$ 37,000.00
Pilot Street Closing	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00
Holiday Decorations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,000.00	\$ 30,000.00	\$ -	\$ 75,000.00
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal</b>	\$ 12,050.00	\$ 32,629.00	\$ 16,800.00	\$ 31,800.00	\$ 31,820.00	\$ 16,820.00	\$ 9,420.00	\$ 58,920.00	\$ 37,570.00	\$ -	\$ 247,829.00

# Oak Street Council SSA

Starting cash on hand

\$ 161,051.13

Starting date

Apr 2022

Cash minimum balance alert

\$ 2,000.00

	Apr 2022	May 2022	Jun 2022	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Total
Cash on hand (beginning of month)	\$ 161,051.13	\$ 149,001.13	\$ 116,372.13	\$ 99,572.13	\$ 67,772.13	\$ 35,952.13	\$ 19,132.13	\$ 9,712.13	\$ (49,207.87)	\$ (86,777.87)	

## Cash Receipts

Tax Revenue (2021 Tax Levy)	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ 100,000.00	\$ 100,000.00
<b>Total Cash Receipts</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00	\$ 100,000.00
<b>Total Cash Available</b>	\$ 161,051.13	\$ 149,001.13	\$ 116,372.13	\$ 99,572.13	\$ 67,772.13	\$ 35,952.13	\$ 19,132.13	\$ 9,712.13	\$ (49,207.87)	\$ 13,222.13	

## Cash Paid Out

Management	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ -	\$ 19,800.00
Bookkeeping	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 420.00	\$ 420.00	\$ 420.00	\$ 420.00	\$ 420.00	\$ -	\$ 3,700.00
Audit	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000.00
Annual Report	\$ 3,000.00	\$ 1,999.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,999.00
Snow Removal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,500.00	\$ 4,500.00	\$ -	\$ 9,000.00
Landscaping	\$ 6,350.00	\$ 6,350.00	\$ 6,350.00	\$ 6,350.00	\$ 6,350.00	\$ 6,350.00	\$ 6,350.00	\$ 6,350.00	\$ -	\$ -	\$ 50,800.00
Landscaping-Special Planting	\$ -	\$ 9,830.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,830.00
Website	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ -	\$ 900.00
Social Media	\$ -	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ -	\$ 2,800.00
Closure and Placemaking Survey	\$ -	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00	\$ -	\$ -	\$ -	\$ -	\$ 37,000.00
Pilot Street Closing	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00
Holiday Decorations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,000.00	\$ 30,000.00	\$ -	\$ 75,000.00
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal</b>	\$ 12,050.00	\$ 32,629.00	\$ 16,800.00	\$ 31,800.00	\$ 31,820.00	\$ 16,820.00	\$ 9,420.00	\$ 58,920.00	\$ 37,570.00	\$ -	\$ 247,829.00

## OAK STREET COUNCIL SSA

## Profit Loss

January through April 2022

01 - SSA

Ordinary Income/Expense	
Income	
Interest Income	3.52
SSA Tax Revenue	
2022 Revenue (2021 Tax Year)	141,694.98
2021 Revenue (2020 Tax Year)	9,823.62
Total SSA Tax Revenue	<u>151,518.60</u>
Other Income	
Interest Earned	0.00
Total Other Income	<u>0.00</u>
Total Income	<u>151,522.12</u>
Gross Profit	151,522.12
Expense	
SSA Management	
Liability/Property Insurance	272.50
SSA Management	6,600.00
Subscriptions/Dues	490.50
Bookkeeping	1,600.00
SSA Annual Report	3,000.00
Total SSA Management	<u>11,963.00</u>
Economic & Business Development	
Economic Impact	4,220.00
Total Economic & Business Development	<u>4,220.00</u>
Public Way Aesthetics	
Snow Removal	12,915.00
Landscaping	16,180.47
Total Public Way Aesthetics	<u>29,095.47</u>
Customer Attraction	
Special Events	-409.85
Holiday Decorations	1,500.00
Website	575.00
Total Customer Attraction	<u>1,665.15</u>
Total Expense	<u>46,943.62</u>
Net Ordinary Income	<u>104,578.50</u>
Net Income	<u><u>104,578.50</u></u>

## Profit Loss

April 2022

01 - SSA

Ordinary Income/Expense	
Income	
Interest Income	1.31
Total Income	1.31
Gross Profit	1.31
Expense	
SSA Management	
SSA Management	2,200.00
Subscriptions/Dues	490.50
Bookkeeping	400.00
SSA Annual Report	3,000.00
Total SSA Management	6,090.50
Economic & Business Development	
Economic Impact	4,220.00
Total Economic & Business Development	4,220.00
Public Way Aesthetics	
Landscaping	16,180.47
Total Public Way Aesthetics	16,180.47
Customer Attraction	
Website	200.00
Total Customer Attraction	200.00
Total Expense	26,690.97
Net Ordinary Income	-26,689.66
Net Income	-26,689.66

## OAK STREET COUNCIL SSA

## Budget vs. Actual

January through December 2022

	TOTAL		
	Jan - Dec 22	Budget	% of Budget
Ordinary Income/Expense			
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Interest Income	3.52		100.0%
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SSA Bank Account Fees	0.00	300.00	0.0%
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Commission Meetings/Trainings	0.00	250.00	0.0%
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Public Way Cameras&Maintenance	0.00	30,000.00	0.0%
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Economic & Business Development			
Economic Impact	4,220.00		100.0%
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Net Income	104,578.50	-500.00	-20,915.7%

## ADMINISTRATION AGREEMENT

**THIS BOOKKEEPING AGREEMENT** (“Agreement”) is entered into this 5<sup>th</sup> day of May, 2022, by and between **BIG BUZZ IDEA GROUP, LLC**, an Illinois limited liability company, (“Big Buzz”) and Oak Street Council (“Client”), an Illinois not-for-profit corporation.

### WITNESSETH:

**WHEREAS**, Big Buzz has certain administrative and bookkeeping skill, expertise, and experience and desires to provide certain administrative and management services for Client pursuant to the terms and conditions hereinafter set forth; and

**WHEREAS** Client desires to retain Big Buzz to provide such administrative and bookkeeping services for it pursuant to the terms and conditions hereinafter set forth; and

**WHEREAS** the undersigned parties to this Agreement desire to reduce to writing their understanding of the terms and conditions of their relationship, including, but not limited to, their understanding relating to confidentiality and non-competition.

**NOW, THEREFORE**, the parties hereto, each in consideration of the payments and the representations, warranties, covenants and agreements of the other provided for or contained herein, do hereby agree as follows:

**1. Services Provided.** Client hereby retains Big Buzz to provide those administrative and bookkeeping services for Client (the “Services”) as are described in Exhibit A attached hereto and hereby made a part hereof. In addition, Big Buzz shall perform such other services as Big Buzz and Client may agree upon from time to time. Big Buzz hereby accepts said appointment and agrees to use its time, energy, skill and best efforts to perform the Services.

Big Buzz shall perform all of its services hereunder during such times and at such locations as Big Buzz may determine. The Services are subject at all times to general supervision by Client. Client shall be entitled to request information on Big Buzz’s Services whenever it deems same necessary or appropriate.

### **2. Payment for Services Rendered**

**2.1 Fees.** Client shall pay Big Buzz the sum of seven thousand one hundred fifty (\$7,150) dollars per year for performing the Services (the “Management Fee”). Client agrees to pay an initial deposit of \$610 on or before August 1, 2022 and eleven equal subsequent monthly installments of \$545 by the first (1<sup>st</sup>) day of each month during the Term to end on August 31, 2023. Big Buzz shall invoice Client for the monthly fee and any approved reimbursable costs by no later than the fifteenth (15<sup>th</sup>) day of each month. Any payment not received by the first (1<sup>st</sup>) day of the month may be subject to a 5% late fee; provided Big Buzz has timely invoiced client for the payment.

**2.2 Out-of-pocket Expenses.** Big Buzz is authorized to incur up to One Hundred Dollars (\$100.00) per month on the following expenses and costs associated with performing the Services without receiving separate approval by Client: parking, transportation, copies (10 cents for black and 20 cents for color each), mailings and messengering. However, Big Buzz shall receive written authorization from an officer of Client prior to incurring any expense or cost associated with performing the Services hereunder that would cause Big Buzz to exceed the aforementioned monthly \$100.00 limit or for any cost or expense not stated above. Client shall reimburse Big Buzz

for all such validly incurred out-of-pocket expenses that Big Buzz incurs as a result of performing its services under this Agreement within two (2) weeks of receiving an invoice verifying such expenses.

### **3. Term/Termination**

**3.1 Term.** The term of this Agreement shall begin on the date first above written and shall continue for a period of twelve (12) months (“Initial Term”); provided, however, at the expiration of Initial Term this Agreement shall renew for successive one (1) year periods (each a “Renewal Term”), unless either party gives the other written notice of termination at least sixty (60) days prior to the end of the Initial Term or any Renewal Term, as the case may be.

**3.2 Termination by Client for Cause.** Client may terminate this Agreement due to the material non-performance of Big Buzz of any of the provisions of this Agreement by giving written notice of such non-performance to Big Buzz which remains uncured for more than ten (10) days after such written notice. If Client terminates this Agreement pursuant to this Section 3.2, any further obligations of the parties under this Agreement shall cease immediately. However, Big Buzz shall be entitled to retain all non-refundable fees already paid to it or due hereunder prior to the termination, and Client shall reimburse Big Buzz for any and all validly incurred out-of-pocket expenses that Big Buzz has incurred as a result of performing its services under this Agreement prior to termination within two (2) weeks of receiving an invoice verifying such expenses.

**3.3 Termination by Client for Convenience.** Client may terminate this Agreement for any reason or no reason by giving sixty (60) days written notice of such termination to Client. If this Agreement is terminated pursuant to this Section 3.3, any further obligations of the parties under this Agreement shall cease immediately upon such termination and the remaining fees due to Big Buzz hereunder through the date of such termination shall become due and payable immediately upon such termination. Client shall also immediately reimburse Big Buzz for any and all approved out-of-pocket expenses that Big Buzz has incurred as a result of performing its services under this Agreement prior to termination within two (2) weeks of receiving an invoice verifying such expenses.

**3.4 Termination by Big Buzz for Cause.** Big Buzz may terminate this Agreement due to (i) the non-payment of any fees due under Section 2 of this Agreement or (ii) the lack of assistance, cooperation or information from Client necessary for Big Buzz to properly perform the Services hereunder, in the sole, reasonable discretion of Big Buzz, by giving written notice of such non-payment or lack of assistance, cooperation or information to Client which remains unpaid or uncured for more than five (5) days after such written notice. If Big Buzz terminates this Agreement pursuant to this Section 3.4, any further obligations of Big Buzz under this Agreement shall cease immediately upon such termination and the entire remaining balance of fees due to Big Buzz hereunder through the end of the then current term shall become due and payable immediately. Client shall also immediately reimburse Big Buzz for any and all approved out-of-pocket expenses that Big Buzz has incurred as a result of performing its services under this Agreement prior to termination within two (2) weeks of receiving an invoice verifying such expenses.

**3.5 Termination by Big Buzz for Convenience.** Big Buzz may terminate this Agreement for any reason or no reason by giving sixty (60) days written notice of such termination to Client. If this Agreement is terminated pursuant to this Section 3.5, any further obligations of the parties under this Agreement shall cease immediately upon such termination and the remaining fees due to Big Buzz hereunder through the date of such termination shall become due and payable immediately upon such termination. Client shall also immediately reimburse Big Buzz for any and

all approved out-of-pocket expenses that Big Buzz has incurred as a result of performing its services under this Agreement prior to termination within two (2) weeks of receiving an invoice verifying such expenses.

**3.6 Survival.** Notwithstanding the foregoing, the termination of this Agreement at any time for any reason shall have no impact on the parties' continuing obligations under this Agreement. To this end, Sections 3, 4, 6, 7, 8 and 9 shall each survive any such termination.

**4. Property Ownership Rights.** Client and Big Buzz agree that all slogans, titles, artwork, newsletters, documents or any other written medium and any other items created by Big Buzz pursuant to this Agreement, shall be deemed works made for hire and shall be the sole property of Client. Native design files, fonts, licensed images and other documents protected by copyright, patent, trademark or trade secret of a third-party entity will not be relinquished as it would be a violation of agreements with the third-party entities.

**5. Relationship between the Undersigned Parties.** The undersigned parties hereby acknowledge and agree that this is not a contract of employment, but solely a contract for services as an independent contractor. Big Buzz therefore agrees that it is solely responsible for obtaining its own health, liability, disability, and worker's compensation insurance coverage. No income, social security, state disability or other such federal or state payroll taxes will be deducted from payments made to Big Buzz under this Agreement. Big Buzz shall remain free at all times during the term hereof to perform work of any kind for any person other than Client that it chooses, provided such work would not be likely to cause Big Buzz to breach its obligations to Client.

**6. Confidentiality.** As used in this Agreement, the term "Confidential Matters" includes, but is not limited to, the following items, whether existing now or created in the future and whether provided orally, in hard copy or by some other method: (a) all knowledge or information concerning the business, operations and assets of Client which is not readily available to the public such as: internal operating procedures; investment strategies; sales and purchasing data and customer lists; financial plans, projections and reports; (b) all property owned, licensed, and/or developed by or for Client and not readily available to the public, such as computer systems, programs, software devices, plus information about the design, methodology and documentation therefor; (c) information, materials, products, or any other tangible or intangible assets in Client's possession or under its control which is proprietary to, or confidential to or about, any other person or entity; and (d) records and repositories of all of the foregoing, in whatever form maintained.

The foregoing notwithstanding, the following shall not be considered Confidential Matters: (a) general skills and experience gained by providing service to Client; (b) information publicly available or generally known within the industry; and (c) information which becomes available to Big Buzz on a non-confidential basis from sources other than Client, provided Big Buzz and/or its employees do not know or have reason to know that such sources are prohibited by contractual, legal or fiduciary obligation from transmitting such information to any of them. Failure to mark any material or information "confidential" shall not affect the confidential nature thereof.

Big Buzz shall, and shall cause each of its employees to, hold all Confidential Matters in the strictest of confidence at all times, making no use thereof other than in connection with the performance of their duties for Client. Neither Big Buzz nor any of its employees shall, without the prior written approval of an appropriate officer of Client: (a) release any Confidential Matters to any person other than employees of Big Buzz's or Client known to need access to such matters in order to perform their duties for Client; or (b) duplicate or otherwise reproduce any Confidential Matters except as required in connection with the performance of their duties for Client; or (c) reverse engineer, reverse compile, or otherwise subject any

software used by Client to any process, a goal of which is to obtain the source code therefor. Upon termination of this Agreement, Big Buzz and each of its employees shall return all records and copies of Confidential Matters, in whatever form then existing, to an appropriate officer of Client. Such termination, even if occasioned by wrongful action by Client, shall not affect Big Buzz's or its employees' continuing obligations to maintain the confidentiality of all Confidential Matters.

In the event that Big Buzz is compelled by a court or governmental officer to disclose Confidential Matters, Big Buzz may disclose that portion of the Confidential Matters which it is compelled to disclose and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to that portion of the Confidential Matters which is being disclosed. In any event, Big Buzz will not oppose any action by Client to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Matters.

**7. Limitation of Liability.** Big Buzz affirms that the Services described in this Agreement will be provided in a professional manner in accordance with customary industry standards and in accordance with any reasonable guidelines or restrictions established by Client from time to time with respect to the Services. Except as expressly set forth herein, Big Buzz does not make any and specifically disclaims all warranties and representations, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose as to the services and deliverables provided under this Agreement. In no event shall Big Buzz be liable for special, incidental, consequential, or indirect damages arising out of or relating in any manner to this Agreement under any cause of action, including without limitation, lost profits, loss of business, down time or failure to realize savings, even if Big Buzz has been advised of the possibility of such damages. In any event, Big Buzz's maximum liability arising out of or relating to this Agreement shall be limited to the maximum professional liability coverage in Big Buzz Idea Group's policy.

**8. Non-Solicitation** Client agrees that during the term of Big Buzz' engagement and for a period of twelve (12) months thereafter, Client shall not, either for itself or as a member, partner, stockholder, director, employee or agent of any other entity or organization: (i) directly or indirectly induce or influence any customer, supplier or other person that has a business relationship with Big Buzz to discontinue or reduce the extent of such relationship with Big Buzz; (ii) directly or indirectly solicit or induce or otherwise cause or seek to cause any officer, director, employee, shareholder, sales representative, consultant or agent of Big Buzz to terminate his or her employment or business relationship with Big Buzz; or (iii) directly or indirectly employ or otherwise engage, or offer to employ or otherwise engage, any person who is then (or was at any time within two years prior to the time of such employment, engagement or offer thereof) an officer, director, employee, shareholder, sales representative, consultant or agent of Big Buzz.

Notwithstanding anything herein to the contrary, in the event any part of the covenants set forth in this Section 8 shall be held to be invalid or unenforceable, the remaining parts thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included herein. In the event that a court of competent jurisdiction shall determine that the restrictions herein should be limited by a different time period, then the maximum time period which such court deems reasonable and enforceable shall become the time period for which such restrictions shall be effective.

Client agrees that any breach by Client of the provisions of this Section 8 will cause the Big Buzz irreparable harm for which there is no adequate remedy at law, and hereby consents to the issuance of an injunction, restraining order, or other such equitable relief in favor of Big Buzz. Any right to obtain an injunction, restraining order or other equitable relief hereunder shall not be deemed a waiver of any right to assert any other remedy Big Buzz may have at law or in equity.

**9. Miscellaneous**

**9.1 Governing Law.** This Agreement shall be governed by the laws of the State of Illinois without regard to its conflicts of laws principles.

**9.2 Entire Agreement and Modification.** This Agreement supersedes all prior agreements between the parties, if any, with respect to its subject matter and constitutes, along with the documents referred to in this Agreement, a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended, except by a written agreement executed by the party to be charged with the amendment.

**9.3 Assignments.** Neither party may assign any of its rights under this Agreement without the prior written consent of the other party. However, Big Buzz may retain the services of third parties to assist Big Buzz in performing or completing any portion of the Services in which Big Buzz, in its sole and absolute discretion, deems necessary.

**9.4 Successors and Assigns.** Subject to the preceding section, this Agreement will apply to, be binding in all respects on, and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provisions thereof. This Agreement and its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their successors and permitted assignees.

**9.5 Notices.** All notices, consents, waivers, and any other communications under this Agreement must be in writing and will be deemed duly given if (1) delivered by hand with written confirmation of receipt; (2) sent by certified mail, return receipt requested; or (3) sent by a nationally recognized overnight delivery service, and in each case to the appropriate addresses and set forth below:

If to Big Buzz:

Big Buzz Idea Group, LLC  
4055 W Peterson St #105  
Chicago, IL 60646  
Attn: Melissa Lagowski, Manager  
Telephone: 773.804.8589

If to Client:

Oak Street Council  
111 E. Oak St.  
Chicago, IL 60611  
Attn: Alex Kats, President  
Telephone: 312.944.3100

The effective date of such notice shall be three (3) business days after delivery of the same, properly addressed, to a United States Post Office for mailing, the next business day after delivery of the same to an overnight courier, or next business day following a facsimile transmission.

**9.6 Further Assurances.** The parties agree to execute, deliver, and furnish to each other such further documents or instruments and to perform such further acts, all as the other party may reasonably request for the purpose of carrying out the intent and purpose of this Agreement and the documents referred to herein.

**9.7 Waiver.** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referred to herein shall operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or

privilege shall preclude any other or exercise of such right, power, or privilege. To the maximum extent permitted by applicable law, (1) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (2) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (3) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

**9.8 Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**9.9 Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

**9.10 Force Majeure.** The failure or delay of Big Buzz to comply with the terms and conditions hereof due to an act of God, war, fire, earthquake, flood, action of federal, state or local governmental authorities, riots, terrorist acts, epidemic, pandemic, quarantine, travel restrictions or any other cause beyond Big Buzz's control shall not be deemed a breach of this agreement. If such an event occurs, Big Buzz shall notify Client of the expected duration of the event's effect on Big Buzz's ability to perform the Services hereunder. If such duration is expected to be two (2) months or less, both parties will be excused from performance hereunder during such time and the time for performance will be extended as reasonable or necessary after the cause for delay is removed. If such duration is expected to be greater than two (2) months, Big Buzz shall have the right to terminate this Agreement immediately upon such notice and Big Buzz shall be entitled to keep all nonrefundable payments made to Big Buzz as of the time of the event and Client shall reimburse Big Buzz for any out-of-pocket expenses Big Buzz incurred prior to the event within two (2) weeks of Big Buzz submitting an invoice to Client showing such expenses.

**9.11 Legal Fees.** If a legal proceeding is brought by one party against the other party, the prevailing party, as determined by a court of competent jurisdiction, shall be entitled to its reasonable attorneys' fees and costs from the non-prevailing party.

**9.12 Alternative Dispute Resolution.**

**a. Resolution by the Parties.** Prior to the initiation of any action or proceeding under this Agreement to resolve disputes between the parties, not including actions in equity for injunctive relief, the parties will make a good faith effort to resolve any such disputes by negotiation between the parties' representatives with decision-making power, and, prior to commencing any formal arbitration or litigation proceedings (except for actions to restrain misappropriate or misuse of the intellectual property of a party), will retain the assistance of a mediator from a professional mediation organization (such as the American Arbitration Association, JAMS or the CPR Institute for Dispute Resolution) to facilitate an amicable resolution of the dispute. The parties agree to cooperate to promptly and diligently participate in those proceedings in good faith. The mediator may add attorney's fees and costs to the award. If mediation does not result in a settlement within sixty (60) days of written demand for mediation, then either party may elect to end mediation and proceed to arbitration as set forth below.

**b. Arbitration.** Failing such resolution by the methods set forth in subsection a. of Section 9.12 above, all disputes or controversies arising out of this Agreement or any breach hereof will be submitted to the office of the American Arbitration Association in the Chicago metropolitan region, said arbitration to be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules in effect at the time of the arbitration and the law of the State of Illinois governing such arbitrations. The arbitration will be heard and decided no later than eight (8) months after the notice of arbitration is filed with the American Arbitration Association. The arbitrator(s) may extend this time in the interest of justice. Failure to complete the arbitration in such eight (8) month time period shall not constitute a basis for challenging the award. The arbitrators will be bound by the warranties, limitations of liability, and other provisions of this Agreement. Discovery as permitted by the Federal Rules of Civil Procedure then in effect will be allowed in connection with arbitration to the extent consistent with the purpose of the arbitration and as allowed by the arbitrators. The decision or award of the arbitrators will set forth the basis for the decision or award, including findings of fact and law, and will be final, non-appealable and binding upon the parties and may be enforced and executed upon in any court having jurisdiction over the party against whom the enforcement of such decision or award is sought. Each party will bear its own arbitration costs and expenses and all other costs and expenses of the arbitration will be divided equally between the parties. Notwithstanding the foregoing, such administrative costs, arbitrator costs, and attorney fees, shall be borne/reimbursed by the substantially non-prevailing party as determined by the arbitrator(s) and shall be awarded as part of the arbitration award. If the parties cannot agree on an arbitrator within 60 days after declaration of an impasse, each party shall select an arbitrator and the parties' chosen arbitrators shall select a third arbitrator; and the matter shall be decided by a majority vote of the panel of arbitrators.

**IN WITNESS WHEREOF**, the undersigned parties have executed this Agreement on the date first above written.

**BIG BUZZ IDEA GROUP, LLC**

**OAK STREET COUNCIL**

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

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

Name: Melissa M. Lagowski

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

Title: CEO/Manager

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

**OAK STREET COUNCIL BOOKKEEPING AGREEMENT**  
**EXHIBIT A: SERVICES**

The Oak Street Council bookkeeping agreement will include the following:

**Basic Bookkeeping Services**

Maintenance of accounts payable (up to 240 transactions annually), accounts receivable (up to 240 transactions annually) and bank reconciliations ensures that the organization remains current on their books allowing the organization to make real-time decisions effectively.

We will work directly with the client's treasurer, accountant and executive leadership team to establish accounting procedures that ensure complete transparency in financial tracking. We provide monthly reporting, reconcile the books and submit the information necessary to the accountant for the annual tax filings.

We will maintain a master calendar of the financial dates relevant to your organization, and we will work with the leadership team to establish a schedule to effectively manage the bi-monthly signing of checks to remain current on all accounts payable.

- Fees for Management Package – Bookkeeping Services (Per Year) - \$6,300
- Software Expense (Per Year) - \$350
- Mileage, Postage and Expenses to be reimbursed by the Client as needed to manage the responsibilities of the organization (Invoiced and Reimbursed Monthly)
- Management of a Fiscal Policy and Procedures Manual for approval by the OSC and SSA - \$500

## Profit Loss

April 2022

01 - SSA

Ordinary Income/Expense	
Income	
Interest Income	1.31
Total Income	1.31
Gross Profit	1.31
Expense	
SSA Management	
SSA Management	2,200.00
Subscriptions/Dues	490.50
Bookkeeping	400.00
SSA Annual Report	3,000.00
Total SSA Management	6,090.50
Economic & Business Development	
Economic Impact	4,220.00
Total Economic & Business Development	4,220.00
Public Way Aesthetics	
Landscaping	16,180.47
Total Public Way Aesthetics	16,180.47
Customer Attraction	
Website	200.00
Total Customer Attraction	200.00
Total Expense	26,690.97
Net Ordinary Income	-26,689.66
Net Income	-26,689.66

## OAK STREET COUNCIL SSA

## Profit Loss

January through April 2022

01 - SSA

Ordinary Income/Expense	
Income	
Interest Income	3.52
SSA Tax Revenue	
2022 Revenue (2021 Tax Year)	141,694.98
2021 Revenue (2020 Tax Year)	9,823.62
Total SSA Tax Revenue	151,518.60
Other Income	
Interest Earned	0.00
Total Other Income	0.00
Total Income	151,522.12
Gross Profit	151,522.12
Expense	
SSA Management	
Liability/Property Insurance	272.50
SSA Management	6,600.00
Subscriptions/Dues	490.50
Bookkeeping	1,600.00
SSA Annual Report	3,000.00
Total SSA Management	11,963.00
Economic & Business Development	
Economic Impact	4,220.00
Total Economic & Business Development	4,220.00
Public Way Aesthetics	
Snow Removal	12,915.00
Landscaping	16,180.47
Total Public Way Aesthetics	29,095.47
Customer Attraction	
Special Events	-409.85
Holiday Decorations	1,500.00
Website	575.00
Total Customer Attraction	1,665.15
Total Expense	46,943.62
Net Ordinary Income	104,578.50
Net Income	104,578.50