

NOTICE OF MEETING
TUESDAY, JULY 10, 2018 6:00 p.m.

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

WORKSHOP MEETING AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. ADDITIONS TO THE AGENDA
- IV. GOLF MECCA
- V. HPCC AGREEMENTS
- VI. BRIERGATE & RAVINIA TIF UPDATES
- VII. PURCHASING POLICY
- VIII. SUNSET VALLEY GOLF UPDATES
 - A. GOLF COURSE
 - B. CLUBHOUSE
- IX. REVIEW OF VOUCHERS
- X. OPEN TO PUBLIC TO ADDRESS BOARD
- XI. CLOSED SESSION PURSUANT TO THE FOLLOWING SECTIONS OF THE OPEN MEETINGS ACT: Section 2(c)1 – the appointment, employment, compensation, discipline of the District including legal counsel for the District; Section 2(c)5 – the purchase or lease of real estate including discussion on whether a certain parcel of property should be acquired; Section 2(c)6 – the setting of a price for sale or lease of property owned by the District; Section 2(c)8 – security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property; Section 2(c) 11 – litigation against or on behalf of the District or where the District finds that an action is probable or imminent; Section 2(c) 21 – the discussion of minutes lawfully closed under the Act, whether for the purposes of approval of said minutes or for conducting the semi-annual review of the minutes as set forth in section 2.06 of the Act.; Section 2(c) 29 - for discussions between internal or external auditors and the Board. Possible action by the Board on items discussed in closed session.
- XII. ACTION FROM CLOSED SESSION IF ANY
- XIII. ADJOURNMENT

Persons with disabilities requiring reasonable accommodation to participate in this meeting should contact the Park District's ADA Compliance Officer, Liza McElroy, at the Park District's Administrative Office, 636 Ridge Road, Highland Park, IL Monday through Friday from 8:30 a.m. until 5:00 p.m. at least 48 hours prior to the meeting. Requests for a

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qualified ASL interpreter require five (5) working days advance notice. Telephone number 847-831-3810; fax number 847-831-0818.



Memorandum

To: Board of Park Commissioners
From: Liza McElroy, Executive Director
Date: July 10, 2018
Subject: **GOLF MECCA UPDATE**

Representatives from the Golf Mecca will present a second option to the Board.



Memorandum

To: Board of Park Commissioners
From: Liza McElroy, Executive Director
Date: July 10, 2018
Subject: **HIGHLAND PARK COUNTRY CLUB – REVIEW**

An update will be provided on the pending discussions with the City of Highland Park pertaining to the agreements relating to the Highland Park Country Club (HPCC).

Attached are updated draft agreements between the two parties; the tracked changes reflect the latest changes to the documents.

- Intergovernmental Agreement for Transfer of Property by the City to the District
- Tree Nursery – with comments from PDRMA
- Lot 4 of Highland Park Country Club, Shared Use Agreement between the City and Park District
- Lot 3 of the Highland Park Country Club, Lease Agreement (Rt. 41 properties)

The dome agreement has been included in the packet for reference. A two-page summary of that agreement is included as well.

On December 11, 2017, the Park Board approved a Memorandum of Understanding (MOU) between the City and Park District of Highland Park pertaining to the disposition of the Highland Park Country Club (HPCC) property. The MOU outlined the basic terms and conditions for the seven lots that make up the HPCC (see attached map). The parties reached preliminary agreement that would entail the City selling the golf course (Lots 1, 2, 6 & 7 of attached map) to the Park District and retaining ownership of the balance of the property, including the HPCC property off Rt.41, known as Lot 3. The Park District would transform the green space into a nature preserve, “Passive Natural Area”. The Park District would continue to manage banquet operations for 2018; thereafter the City would manage operations through a third-party contractor. The Park District would also continue to manage the activities on Lot 3. Based on the policy guidance provided for the disposition of the property, City and Park District representatives have met on several occasions since the MOU was adopted to discuss the terms and conditions in this regard.

**INTERGOVERNMENTAL AGREEMENT FOR
TRANSFER OF PROPERTY
BY THE CITY OF HIGHLAND PARK TO
THE PARK DISTRICT OF HIGHLAND PARK**

(Lots 1, 2, 6, and 7 of Highland Park Country Club)

THIS AGREEMENT (“Agreement”) is dated as of _____, 2018 (“Execution Date”) and is made by the **City of Highland Park**, an Illinois municipal corporation (“City”), and the **Park District of Highland Park**, an Illinois park district (“Park District” or “District”). The City and Park District shall from time to time be referred to collectively as the “Parties.”

Section 1. Recitals

A. The City is the fee simple owner of record of the property commonly known as the Highland Park Country Club, and legally described in **Exhibit A** attached hereto (“Property”).

B. The Property is subdivided into seven lots pursuant to the Highland Park Golf Course Plat of Resubdivision recorded November 10, 2004 as document number 5679534, in Lake County, Illinois (“Plat”) (for purposes of this Agreement, any references to Lots 1 through 7 in this Agreement shall mean Lots 1 through 7 as identified on the Plat). A depiction of the Property and the respective Lots is attached hereto as **Exhibit B**.

C. On September 30, 1996, the Parties entered into an Intergovernmental Agreement for the Exchange, Improvement, Lease and Management of Real Estate, which has been amended by the parties by the First, Second, Third, Fourth, Fifth, and Sixth Amendments (collectively, the “Master Agreement”), which provided, among other things, for the City to lease to the District for a period of 99 years, the Property together

with all improvements and other assets, real and personal, located thereon upon the repayment of the “City’s Debt” (as that term is defined in the Master Agreement).

D. Pursuant to the Master Agreement, the City’s Debt was repaid and the District entered into that certain Intergovernmental Lease Agreement dated December 31, 2014 (“Country Club Lease”) to lease from the City the Property.

E. The City desires to sell and the District desires to purchase Lots 1, 2, 6 and 7 of the Resubdivision of the Highland Park Country Club (the “Transfer Property”).

F. The City and the Park District have the authority to complete this transfer and lease under the Illinois Local Government Property Transfer Act, 50 ILCS 605/0.01, et seq. (Property Transfer Act) and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.

Section 2. Transfer Property to Park District

A. For and in consideration of the mutual covenants described herein and other good and valuable consideration, the Park District agrees to purchase from the City and the City agrees to sell to the Park District the Transfer Property.

B. The City will transfer to the Park District all of the City’s right, title, and interest in and to the Transfer Property by delivering to the Park District a fully executed, recordable special warranty deed subject only to the Transfer Property Permitted Exceptions as defined in Section 4 of this Agreement and the lease defined in paragraph G below.

C. The closing date for the conveyance of the Transfer Property to the District will be no later than _____, 2018 , or such other date as may be mutually agreed by the Parties (“Closing Date”).

D. The purchase price for Transfer Property shall be Five Hundred Thousand Dollars (\$500,000.00), and shall be delivered at Closing by immediately available funds.

E. The sale of the Transfer Property and any other transactions contemplated hereby shall be consummated by a deed and money escrow at the office of the Title Company. Possession will be delivered by City to Park District at Closing.

F. Personal Property. Upon Closing, and in consideration for \$10.00, the City will convey by bill of sale to the Park District all personal property located on the Transfer Property, as more specifically described in **Exhibit C** attached hereto and incorporated by reference (the “Personal Property”).

G. Lease Back. The District shall lease back at no cost to the City a territory in the northwest portion of Lot 1 of the Transfer Property and immediately south of and adjacent to the City’s Public Services Center, in a specific location, for use by the City as a forestry nursery (the “Nursery Property”), pursuant to and as shown in **Exhibit F**. If either party requests a survey, the cost shall be borne by the City. The lease shall commence on the date of Closing for a term of 99 years except as otherwise provided in the Lease Agreement executed by the Parties.

Section 3. Contingencies. The City will have no obligation to convey the Transfer Property to the District, and the District shall have no obligation to purchase the Transfer Property from the City, prior to the satisfaction of each and all of the following conditions:

A. The Park District has taken all necessary and appropriate actions under the Property Transfer Act to purchase the Transfer Property and grant the City authority to convey and warrant to the Park District the Transfer Property.

B. The City has taken all necessary and appropriate actions under the Property Transfer Act to authorize the sale of the Transfer Property to the Park District.

C. The District has, at its cost and expense, completed an All Appropriate Inquiry Phase I Environmental Assessment, consistent with ASTM Standard 1527-05, which provides an opinion that does not identify conditions indicative of releases or threatened releases of hazardous substances on, at, in, or to the Transfer Property.

D. The District shall deliver to the City a restrictive covenant or some appropriate document, in a form attached hereto as Exhibit _____, containing the following four ~~eovenant~~provisions:

1. Restriction on Sale or Transfer. A ~~eovenant~~provision that provides that, subject to the limitations herein, title to the Transfer Property will, upon written demand from City and failure to cease its attempt by District, revert to the City in the event that the District attempts to convey, lease, license, or assign any portion of the Transfer Property to either (a) a governmental entity without the prior written consent of the City, which consent shall not be unreasonably withheld, or (b) a non-governmental third party entity without the prior written consent of the City, which consent may be withheld in the sole discretion of the Corporate Authorities of the City. In the event of such automatic reversion, the City shall pay back to the District an amount that is the exact amount of the Purchase Price.

2. Storm Water Management. A ~~eovenant~~provision that memorializes the respective obligations of the Parties set forth in Section 9 of this Agreement concerning future storm water management on the Transfer Property.

3. Future Use of Existing Golf Holes 13 and 14. A ~~covenant~~provision that acknowledges the right of the District to use the property on which Golf Holes 13 and 14 are located as part of the “Enterprise Property” as defined in the Lot 3 lease agreement referenced in Section 3.E of this Agreement.

4. Maintenance Vendor Contracts. A ~~covenant~~provision that acknowledges the right of the District to enter into contracts with third partyies vendeors to provide maintenance services on the Transfer Property.

E. The Parties shall have entered into a lease agreement attached as Exhibit ____, effective as of the Closing Date, for the lease by the District from the City of Lot 3 of the Resubdivision of the Highland Park Country Club.

F. The Parties shall have entered into a Shared Facilities Agreement, effective as of the Closing Date, for the building and facilities on Lot 4 of the Resubdivision of the Highland Park Country Club attached as Exhibit ____.

G. The Parties shall have entered into an agreement by which the County Club Lease is terminated, effective as of the Closing Date.

H. The Parties shall have entered into a lease agreement, effective as of the Closing Date, for the lease by the City from the District of the Nursery Property attached as Exhibit ____.

I. The City shall have provided or cause to be provided a permanent easement and right-of-way across any property over, through and across which the bicycle and pedestrian path currently runs from Park Avenue West through Highland Park Woods (Lot 2) to Half Day Road/Illinois Route 22, attached as Exhibit _____. In regard to the golf cart and pedestrian easement described on the Plat of Subdivision for

The Hybernia Club (now known as The Legacy Club), recorded as document number 4277501 (the “Legacy Easement”), the City shall (i) cause the Title Company to insure that the use of the Legacy Easement can continue after the Transfer Property is no longer used for golf course purposes, and (ii) record or cause to be recorded a covenant providing that the City shall not grant consent to any rules and regulations related to the use of the Legacy Easement without first obtaining the written consent of the Park District, which consent may be granted or denied in the Park District’s sole discretion.

J. The City shall not have impressed the Transfer Property with any use or zoning restrictions or encumbrances, without the District’s prior written consent, which did not exist on and before December 14, 2017.

K. A permanent blanket utility easement, ~~(see Exhibit _____)~~attached hereto as Exhibit _____, shall have been recorded against the Transfer Property for the purpose of allowing the continued existence and operation of public and private water, sewer, cable, electrical, gas, and telecommunication equipment and facilities, including maintenance, repair, and replacement, running to the benefit of the City, and others who have placed facilities under the Transfer Property under an agreement, permit, license or franchise. Notwithstanding the foregoing the blanket utility easement shall also include the right of the City and its contractors to install, maintain, repair and replace a new fiber optic cable under the Transfer Property on or around the location described in **Exhibit G**. The blanket utility easement shall not allow for the installation of any above ground utilities without the prior written consent of the District, which consent shall not be unreasonably withheld. The blanket utility easement shall include standard provisions for the

performance of restoration work in connection with the installation, repair, replacement, or removal of any equipment or facilities

Section 4. Title Insurance; Survey

A. The City has obtained and delivered to the District, at the City's sole expense, a title commitment (and will cause subsequent issuance of an Owner's Title Policy) from Chicago Title Insurance Company (Title Company) dated after the Execution Date for an ALTA Commitment Form for the Transfer Property in the amount of the Purchase Price, together with copies of all recorded documents referred to therein ("Transfer Property Title Commitment"). If, not less than 10 days prior to the Closing, the Park District notifies the City in writing about exceptions to title disclosed by the Transfer Property Title Commitment that are objectionable, then the parties will promptly take all necessary actions to have those title defects cured or insured over, and the City and the Park District will extend the date of the closing until the exceptions have been removed or the Title Company has agreed to insure over those title defects. If the City determines that it is not able to, or that it is not in the best interest of the City to, cure or insure over those title defects, the City shall have the right to terminate this Agreement. All exceptions to title disclosed by the Transfer Property Title Commitment to which the Park District fails to object or to which it acquiesces after objecting shall be considered "Transfer Property Permitted Exceptions." The Transfer Property Permitted Exceptions shall include, but not be limited to, those exceptions described in **Exhibit D**, attached hereto and incorporated by reference.

B. The City has obtained and delivered to the District, at the City's expense, a survey of the Transfer Property. If, not less than 10 days prior to the Closing, the Park

District notifies the City in writing about exceptions to title disclosed by the survey that are objectionable, then the parties will promptly take all necessary actions to have those title defects cured or insured over, and the City and the Park District will extend the date of the closing until the exceptions have been removed or the Title Company has agreed to insure over those title defects. If the City determines that it is not able to, or that it is not in the best interest of the City to, cure or insure over those title defects, the City shall have the right to terminate this Agreement. All exceptions to title disclosed by the survey to which the Park District fails to object or to which it acquiesces after objecting shall be considered "Transfer Property Permitted Exceptions."

Section 5. Closing; Costs

The City and the Park District each will execute and deliver to the other such documents as may be reasonably requested to consummate the Closing, including but not limited to execution of all necessary forms from the Title Company to effectuate a closing, including without limitation an ALTA Statement and PTAX-203. The costs relating to the Closing will be borne equally both parties, and the Park District will bear the cost of recording the deed. All documents described in Section 3 which are intended to be recorded shall be delivered to Closing and be recorded together with the special warranty deed, and the recording cost shall be shared by the Parties.

Section 6. Real Estate Taxes and Assessments

The City represents that the Transfer Property currently is exempt from real estate taxes because of its ownership by the City. The City further represents that, as of the date of Closing, no real estate taxes or assessments should be due or payable at the Closing.

Nothing in this Agreement shall be taken as the District's consent or approval for any

such taxes or assessments to ever be imposed except as may be required of public entities by State or federal law.

Section 7. Representations and Warranties of City

The City represents and warrants to the Park District that, as of the date of this Agreement and the date of the Closing:

- A. The City owns fee simple title to the Transfer Property;
- B. The persons executing this Agreement on behalf of the City, and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill the City's obligations hereunder, have full authority to bind the City to such obligations and to so act on behalf of the City;
- C. There are no persons in possession of, or having a right to possession of, any part of the Transfer Property other than the City;
- D. The City has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and performance of this Agreement;
- E. The City has not entered into any options, purchase and sale agreements, leases, service contracts, or other contracts affecting the Transfer Property other than this Agreement;
- F. The execution, delivery, and performance of this Agreement is not prohibited by any requirement of law or under any contractual obligation of the City, will not result in a breach or default under any agreement to

which the City is a party or to which the City is bound, and will not violate any restriction, court order, or agreement to which the City is subject;

- G. The City has not received any violation notices from any governmental authority with respect to the Transfer Property that have not been corrected.

Section 8. Representations and Warranties of Park District

The Park District represents and warrants to the City that, as of the date of this Agreement and the date of the Closing:

- A. The persons executing this Agreement on behalf of the Park District, and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill the Park District's obligations hereunder, have full authority to bind the Park District to such obligations and to so act on behalf of the Park District ;
- B. The Park District has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and performance of this Agreement; and
- C. The execution, delivery, and performance of this Agreement are not prohibited by any requirement of law or under any contractual obligation of the Park District, will not result in a breach or default under any agreement to which the Park District is a party or to which the Park District is bound, and will not violate any restriction, court order, or agreement to which the Park District is subject.

Section 9. Stormwater Management.

Following the closing, if the United States Army Corp of Engineers or other agencies are engaged in Phase 1 or Phase 2 engineering to develop specific plans for a regional storm water management program, the District and the City will be made a party to all planning undertaken by the United States Army Corp of Engineers, Lake County and/or other agencies (collectively “Agencies”) to allow portions of Lot 1 and Lot 2 of the Transfer Property to be used for regional storm water management purposes, subject to following limitations and conditions:

1. Storm water management improvements shall be constructed at no expense to the Park District.
2. In the event required stormwater management improvements do significantly adversely impact the Park District’s use of any portion of the Property, the Park District shall be entitled to seek compensation from the appropriate Agency of all damages to which the Park District is reasonably entitled under any then effective state or federal laws.
3. In the event storm water management improvements cause the need to relocate, repair or replace any trails in a way which does not destroy connectivity, the cost for relocating, raising or replacing the trails and any other physical improvements shall not be borne by the Park District, but by the Agency requesting the change.

Section 10. Development and Construction of Passive Natural Area. It is the District's intent to plan, develop and use the Transfer Property as a Passive Natural Area . The District has represented to the City that it intends to invest approximately \$1.4 Million Dollars to transform the Transfer Property into the Passive Natural Area, and the City relied on such representation in entering into this Agreement and in causing the Transfer Property to be conveyed to the District for the Purchase Price. Such investment may be from cash on hand, grants, bequests, in-kind services or other valuable sources. The District agrees that the construction of the Passive Natural Area will be complete and fully operational within four years after the Closing Date, subject to force majeure. Within one year after the Closing Date, the District shall present to the City, for its review and comment, a status report on the progress of the development and construction of the Passive Natural Area.

Section 11. Accuracy of Representations as of Closing; Survival

As a condition to the Closing for the benefit of each party, the representations and warranties of each party in Sections 7, 8, 9, and 10 of this Agreement must be true and correct at the time of the Closing. Each party must promptly notify the other in the event that either party has actual knowledge that a representation or warranty of that party set forth in Section 7 or 8 is not true and correct. The representations, warranties and agreements in Sections 7, 8, 9 and 10 of this Agreement will survive and shall not merge with the deed after Closing.

Section 12. Default/Remedy

A. **City Default.** In the event of a default by City in the performance or observance of any of City's duties or obligations herein contained, and upon the failure of

City to cure such default within ten (10) days following written notice thereof from Park District (or such longer period of time as may be necessary to cure such default by applying consistent, uninterrupted diligence), Park District may pursue all available legal and equitable remedies.

B. Park District Default. In the event of a default by Park District in the performance or observance of any of Park District's duties or obligations herein contained, and upon the failure of Park District to cure such default within ten (10) days following written notice thereof from City (or such longer period of time as may be necessary to cure such default by applying consistent, uninterrupted diligence), City may pursue all available legal and equitable remedies.

Section 13. General Provisions

A. Notice. Any notice or communication required or permitted to be given under this Agreement must be in writing and be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (4) by other electronic means. Notices will be deemed delivered on the date of actual receipt during normal business hours. By notice complying with the requirements of this Section, each party has the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address will be effective until actually received.

Notices and communications to the Park District must be addressed to, and delivered at, the following address:

Park District of Highland Park
Attention: Liza McElroy, Executive Director
636 Ridge Road
Highland Park, IL 60035

email: lmcclroy@pdhp.org

With a copy to:

Ancel, Glink
140 South Dearborn, Suite 600
Chicago, IL 60603
Attention: Robert Bush
email: rbush@ancelglink.com

Notices and communications to the City must be addressed to, and delivered at, the following address:

City of Highland Park
Attention: Ghida S. Neukirch, City Manager
1707 St. Johns Avenue
Highland Park, IL 60035
email: gneukirch@cityhpil.com

With a copy to:

Holland & Knight LLP
131 S. Dearborn Street, 30th Floor
Chicago, IL 60603
Attention: Steven Elrod
Email; steven.elrod@hklaw.com

B. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

C. Governing Law. This Agreement is governed by and enforced in accordance with the internal laws of, but not the conflicts of laws rules of, the State of Illinois.

D. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the acquisition by the Park District of the Transfer Property, and this Agreement supersedes every prior agreement and negotiation between the parties, whether written or oral, relating to the subject matter of this Agreement.

E. Incorporation of Exhibits. Exhibits A through G attached to this Agreement are incorporated into and made a part of this Agreement by this reference.

F. Amendments and Modifications. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

G. Calendar Days and Time. Any reference herein to a “day” or to “days” means a calendar day or days and not a business day or days.

H. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation may be made, or be valid, against any of the parties.

I. Force Majeure. Neither party shall be held in default under, or in noncompliance with, the provisions of the Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including liquidated damages, termination, cancellation or revocation), where such noncompliance or alleged defaults occurred or were caused by “Force Majeure,” defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, or other event that is reasonably beyond the party’s ability to anticipate or control. Non-compliance or default attributable to Force Majeure shall be corrected as soon as practicable. The party suffering the Force Majeure shall send notice as soon as reasonably practicable following the onset and conclusion of the Force Majeure.

J. As-Is, Where-Is. THE DISTRICT, HAVING BEEN IN POSSESSION OF THE TRANSFER PROPERTY FOR THE PAST THREE YEARS, AND IN CONSIDERATION OF THE PURCHASE PRICE, AGREES TO ACCEPT THE

July 2, 2018

SUBJECT PROPERTY IN ITS "AS-IS", "WHERE IS" CONDITION, WITH ALL FAULTS, AS OF THE CLOSING DATE. OTHER THAN MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE CITY HAS NOT MADE, OR AUTHORIZED ANYONE TO MAKE, ANY WARRANTY OR REPRESENTATION ABOUT THE PRESENT OR FUTURE PHYSICAL OR ENVIRONMENTAL CONDITION, DEVELOPMENT POTENTIAL, ZONING, OPERATION, INCOME GENERATED BY, OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE TRANSFER PROPERTY OR ANY MATTER OR THING PERTAINING TO THIS AGREEMENT AND NO SUCH REPRESENTATION OR WARRANTY SHALL BE IMPLIED OR ARISE BY OPERATION OF LAW, INCLUDING ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE DISTRICT EXPRESSLY ACKNOWLEDGES THAT (A) OTHER THAN MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT, NO SUCH WARRANTY OR REPRESENTATION HAS BEEN MADE AND THAT THE DISTRICT IS NOT RELYING ON ANY WARRANTY OR REPRESENTATION WHATSOEVER OTHER THAN MAY BE SPECIFICALLY SET FORTH OF THIS AGREEMENT, AND (B) THE DISTRICT, HAVING HAD THE OPPORTUNITY TO MAKE AN INDEPENDENT INVESTIGATION AND EXAMINATION OF THE TRANSFER PROPERTY AND ALL MATTERS RELATED THERETO, IS RELYING SOLELY ON ITS OWN INVESTIGATION THEREOF. THE TERMS OF THIS SECTION 13.J SHALL SURVIVE THE CLOSING OR TERMINATION OF THIS AGREEMENT. THE ACCEPTANCE OF THE PROPERTY BY THE PARK DISTRICT IN "AS-IS"

CONDITION AND “SUBJECT TO ALL FAULTS” DOES NOT CONSTITUTE AN INDEMNIFICATION OF THE CITY OR A HOLD HARMLESS PROVISION IN FAVOR OF THE CITY AND EACH PARTY SHALL BEAR THEIR OWN RESPONSIBILITY FOR ANY ENVIRONMENTAL LIABILITIES CREATED BY EACH SUCH PARTY.

(1) It is understood that a portion of the Transfer Property is located over a “capped” City landfill. Notwithstanding any language to the contrary elsewhere contained in this Agreement, or in any applicable law, the District shall not be liable to the City or any person, firm or corporation acting on behalf of the City or its contractors for any damage, loss, expense, response cost or liability, including consultant fees and attorneys’ fees, resulting from the presence of ~~h~~Hazardous ~~s~~Substances (as defined below) on, under or around the Transfer Property or resulting from ~~h~~Hazardous ~~s~~Substances being generated, stored, disposed of or transported to, on, under or around the Transfer Property by the City, its contractors, predecessors in title, or any other third party acting at the request or on behalf of the City (collectively, the “Transfer Property Hazardous Substances Condition”) unless caused by the acts of the District.

(2) For purposes of this Agreement, “Hazardous Substances” shall mean (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive or carcinogenic, (iii) any substance the presence of which the Transfer Property causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the Transfer Property or property adjacent thereto, or (iv) any substance the presence

of which on the Transfer Property requires investigation or remediation under any hazardous substance law, as the same may hereafter be amended. “Hazardous Substance Law” means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq.; the Clean Water Act, 33 U.S.C. 1251 et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. 136 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Emergency Planning and Community Right to Know Act (SARA Title III) 42 U.S.C. 11001 et seq.; and any applicable state law or regulation.

- (3) ~~To the fullest extent permitted by law, the~~ District shall defend, indemnify and hold harmless the City and its officers, officials, employees, volunteers and agents from and against all claims, damages losses and expenses, including, but not limited to, legal fees (attorney’s and paralegal’s fees, expert fees and court costs), arising out of or resulting from the actions of the District with respect to the Transfer Property provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the Transfer Property itself, including the loss of use resulting therefrom, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the District or anyone for whose acts the District may be liable. Any such lawsuit or claim shall be tendered by the City and accepted for defense and indemnification by the District in a timely manner at no

- cost to the City. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the City would otherwise have. If a dispute arises as to whether or not the tendered lawsuit or claim is the obligation of the City or the District, the prevailing party shall be awarded all reasonable attorneys' fees, expenses and administrative hearing and court costs incurred either directly or indirectly incurred by it in such disputes.
- (4) ~~To the fullest extent permitted by law, the~~ City shall defend, indemnify and hold harmless the District and its officers, officials, employees, volunteers and agents from and against all claims, damages losses and expenses, including, but not limited to investigation or remediation costs, legal fees (attorney's and paralegal's fees, expert fees and court costs), arising out of or resulting from the Transfer Property Hazardous Substances Condition actions of the City with respect to the Transfer Property provided that any such claim, damage, loss or expense is ~~attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of use resulting therefrom, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the City or anyone for whose acts the City may be liable.~~ Any such lawsuit or claim shall be tendered by the District and accepted for defense and indemnification by the City in a timely manner at no cost to the District. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the District would otherwise have. If a dispute arises as to whether or not the tendered lawsuit or claim is the obligation of the City or the District, the prevailing party shall be awarded all reasonable attorneys' fees, expenses and

administrative hearing and court costs incurred either directly or indirectly incurred by it in such disputes.

K. Execution of Other Documents. The Parties agree to cooperate in good faith to complete and execute any additional documents that may be necessary to effectuate the conveyance of the Transfer Property to the District or that may be required under applicable federal, state, or local laws, statutes, regulations, or ordinances related to such conveyance. Specifically, and without limitation of the foregoing, prior to the Closing Date, the Parties shall adopt appropriate resolutions or ordinances approving the conveyances contemplated by this Agreement and as required by the Illinois Local Government Property Transfer Act, 50 ILCS 601/0.01, et seq.

L No Real Estate Broker. The Parties acknowledge, warrant, and agree that neither Party has dealt with a broker or consultant in connection with the conveyance of the Transfer Property to the District, and that no person or entity is entitled to a broker's fee, finder's fees, or commission in connection with the conveyance of the Transfer Property to the District.

M. Casualty/Condemnation. City shall bear all risk of loss prior to Closing. In the event of any casualty or the commencement or threat of condemnation proceedings affecting the Transfer Property occurs prior to Closing, the City shall give the Park District notice of such event within five (5) days. Within five (5) days from receipt of notice, the Park District may elect to cancel this agreement and terminate the transfer of the Transfer Property.

Section 14. No Disqualifications

A. **Patriot Act.** The City and the Park District each represents and warrants that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

B. **Debarment.** The Parties hereby certify that they are not barred from entering into this Agreement as a result of a violation of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that each Party has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

Section 15. Master Agreement.

To the extent there are any inconsistencies between the Master Agreement and this document, this document shall control.

July 2, 2018

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Execution Date.

PARK DISTRICT OF HIGHLAND PARK

Signature: _____
Printed Name: _____
Title: President

Attest:

Signature: _____
Printed Name: _____
Title: Secretary

CITY OF HIGHLAND PARK

Signature: _____
Printed Name: _____
Title: Mayor

Attest:

Signature: _____
Printed Name: _____
Title: City Clerk

July 2, 2018

EXHIBIT "A" --- Legal Description of the Property

July 2, 2018

EXHIBIT "B"---Graphic depiction of Property and Lots

July 2, 2018

EXHIBIT "C" --- Personal Property Schedule

EXHIBIT "D"---Permitted Exceptions

1. That certain Grant of Conservation Right and Easement by and between the City of Highland Park and the Lake County Forest Preserve District dated June 18, 2002 and recorded with the Lake Country Recorder of Deeds as document number 5080789.
2. That certain Grant of Conservation Right and Easement by and between the City of Highland Park and the Lake County Forest Preserve District dated June 19, 2002 and recorded with the Lake Country Recorder of Deeds as document number 5080790.
3. That certain First Amendment to Grant of Conservation Right and Easement by and between the City of Highland Park and the Lake County Forest Preserve District dated April 25, 2005 and recorded with the Lake Country Recorder of Deeds as document numbers 5776326 and 5776327.
4. [LIST OF MATTERS OF RECORD SET FORTH IN TITLE REPORT, IF ANY
-- TO BE ADDED]

EXHIBIT "E"---Insurance Requirements for Property

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001 7/98) or Insurance Services Offices form number GL 0002 covering Commercial General Liability.
2. Insurance Services Office Business Auto coverage form number CA 0001 1013 covering Automobile Liability, Code 1 "any auto."

B. Minimum Limits of Insurance

CITY shall maintain limits no less than:

1. General Liability/Excess Liability: \$3,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability/Excess Liability: \$3,000,000 combined single limit per accident for bodily injury and property damage including coverages for owned, hired or non-owned vehicles as applicable.
3. If A.3 is applicable, liquor liability limits of \$3,000,000 per occurrence combined single limit.
4. The amount of coverage required hereby may be provided by any combination of primary and excess or umbrella liability insurance policies.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be approved by the Parties. The \$25,000 general liability deductible per occurrence must be approved.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. **General Liability, Automobile Liability and Liquor Liability**
 - a. District, its officers, officials, employees, and agents are to be covered as additional insureds as respects: liability.
 - b. The insurance coverage provided under this Lease shall be primary insurance as respects the District, its officers, officials, employees, and

agents. Any insurance or self-insurance maintained by District, its officers, officials, employees, or agents shall be excess of CITY's insurance and shall not contribute with it.

- c. Coverage shall state that the CITY's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A: VII and licensed to do business in Illinois. Alternatively, the insurance may be obtained from an intergovernmental self-insurance risk agency or pool.

F. Verification of Coverage

Prior to commencement of the Term, CITY shall furnish District with certificates of insurance and with original endorsements if applicable effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

July 2, 2018

Exhibit F
—
Depiction of Nursery Property

July 2, 2018

EXHIBIT G

LOCATION OF FIBER OPTIC CABLE EASEMENT

#58099650_v2

| [4815-9946-2507, v. 1](#) [4845-8773-5148, v. 1](#)

June 27, 2018

**LEASE AGREEMENT
BY AND BETWEEN THE CITY OF HIGHLAND PARK AND
THE PARK DISTRICT OF HIGHLAND PARK**

(Tree Nursery)

This Intergovernmental Lease Agreement (the "Lease") is entered into as of [REDACTED] Formatted: Highlight
2018, the Formatted: Highlight effective date Formatted: Highlight (as defined below) between the City of Highland Park, an Illinois home rule municipality (the "City"), and the Park District of Highland Park, a unit of local government of the State of Illinois (the "District" or "Park District"). The City and the District are sometimes hereinafter referred to individually as a "Party" or jointly as the "Parties";

WITNESSETH:

~~WHEREAS, the City is the fee simple owner of record of the property commonly known as the Highland Park Country Club ("Property"); and~~

~~WHEREAS, the Property is subdivided into seven lots pursuant to the Highland Park Golf Course Plat of Resubdivision recorded November 10, 2004 as document number 5679534, in Lake County, Illinois ("Plat") (for purposes of this Lease, any references to Lots 1 through 7 in this Lease shall mean Lots 1 through 7 as identified on the Plat); and~~

~~WHEREAS, the City desires to sell and the District desires to purchase Lots 1, 2, 6 and 7 of the Resubdivision of the Highland Park Country Club (the "Transfer Property"); and~~

~~WHEREAS, the City has sold to the District Lots 1, 2, 6 and 7 of the Resubdivision of the Highland Park Country Club (the "Transfer Property"); and~~

WHEREAS, pursuant to ~~that certain~~the purchase and sale agreement for the Transfer Property, the District shall lease back to the City a territory ~~no greater than four (4) acres~~ in the northwest portion of Lot 1 of the Transfer Property and immediately south of and adjacent to the

June 27, 2018

City's Public Services Center, in the specific location depicted in Exhibit A (the "Nursery Property") for use by the City as a forestry nursery; and

WHEREAS, the City and the Park District have the authority to complete this transfer and lease under the Illinois Local Government Property Transfer Act, 50 ILCS 605/0.01, et seq. (Property Transfer Act) and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.

WHEREAS, prior to the execution hereof each of the Parties has taken all action necessary under the Local Governmental Property Transfer Act to authorize its entry into this Lease.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained in this Lease, and for other valuable consideration the receipt and sufficiency of which are acknowledged hereby, the Parties agree as follows:

1. Nursery Property. The District leases to the City and the City leases from the District for the term stated in paragraph 2, the Nursery Property.

2. Term. Unless sooner terminated in accordance with paragraph 13, below, the term of this Lease shall be for a term commencing on the ~~date of closing for the conveyance of the Transfer Property from the City to the District (the~~ "Effective Date") and ending on December 31, 2116 (the "Term"). Upon the expiration date, the Term shall renew for successive ten (10) year renewal terms unless either Party gives notice of its intent not to renew no more than one (1) year and not less than 180 days prior to the expiration date for the Term or renewal term; provided, that if the City is still operating the Nursery Property consistent with Section 4 hereof the District may not terminate the Lease without the City's consent. The parties understand that during the term of this Lease

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June 27, 2018

circumstances may change so as to suggest alteration of the agreement to be in the best interests of the parties and the community. Therefore, during the year of every ten year anniversary of this agreement, the parties shall meet to discuss whether amending this Lease in any way would be in the best interests of the parties and the community. In the absence of any agreed upon changes, the Lease shall remain in full force and effect. In addition, if the parties shall mutually agree, such meetings may occur more frequently than every ten years.

3. Annual Rent. As rent for the Nursery Property, the City shall be responsible, at its sole expense, for all operation, maintenance, repair and replacement of any or all of the Nursery Property and the improvements located thereon or later added thereto. Without limiting the foregoing obligations, the general maintenance of the Nursery Property shall include keeping the Nursery Property in a clean condition, free of accumulations of rubbish and unlawful obstructions as well as provide landscaping and exterior maintenance of all of the grounds and complying with Exhibit B.

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4. Use. Except as otherwise provided herein or with the District's prior written consent, which consent may be withheld in the District's sole discretion, the City shall operate the Nursery Property as a tree nursery, subject to the condition set forth below:

a. ~~Within 90 days following the date of Closing, the~~ terms and conditions of the City's use of the Nursery Property shall be set forth in a document to be prepared by the staffs for the District and the City and attached hereto as Exhibit B;

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b. The Nursery Property shall be available to the District, its officers, employees, invitees and guests for educational purposes in furtherance of the District's public

June 27, 2018

recreational purpose and mission, provided such educational use shall not unreasonably interfere with the City's use of the Nursery Property;

Commented [A1]: PDRMA: I added this suggested language in order to support the application of section 3-106 immunity to this parcel.

c. The City shall not store or stage equipment on the Nursery Property when it is not needed for active nursery operations;

d. The City shall ~~cooperate with the District to~~ provide vehicular and pedestrian access, solely for maintenance purposes, from the Public Services Center across the Nursery Property to Lot 1;

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e. The City shall consult with the District to design the nursery so that it is aesthetically and functionally integrated into the passive natural area located around the Nursery Property; and

f. The City shall operate the Nursery Property in a manner which is not inconsistent with the conservation easements and use restrictions described in Exhibit C.

5. Condition. The City has inspected the Nursery Property, is familiar with the present condition of the Nursery Property and agrees to accept the Nursery Property in an **AS-IS, WHERE-IS** condition at the commencement of the Term. THE CITY ACKNOWLEDGES THE DISTRICT HAS NOT MADE, OR AUTHORIZED ANYONE TO MAKE, ANY WARRANTY OR REPRESENTATION ABOUT THE PRESENT OR FUTURE PHYSICAL OR ENVIRONMENTAL CONDITION, DEVELOPMENT POTENTIAL, ZONING, OPERATION, INCOME GENERATED BY, OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE NURSERY PROPERTY OR ANY MATTER OR THING PERTAINING TO THIS LEASE AND NO SUCH REPRESENTATION OR WARRANTY SHALL BE IMPLIED OR ARISE BY OPERATION OF LAW, INCLUDING ANY WARRANTY

June 27, 2018

OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CITY EXPRESSLY ACKNOWLEDGES THAT (A) NO SUCH WARRANTY OR REPRESENTATION HAS BEEN MADE AND THAT THE CITY IS NOT RELYING ON ANY WARRANTY OR REPRESENTATION WHATSOEVER, AND (B) THE CITY, HAVING HAD THE OPPORTUNITY TO MAKE AN INDEPENDENT INVESTIGATION AND EXAMINATION OF THE NURSERY PROPERTY AND ALL MATTERS RELATED THERETO, IS RELYING SOLELY ON ITS OWN INVESTIGATION THEREOF. THE TERMS OF THIS SECTION 5 SHALL SURVIVE THE CLOSING OR TERMINATION OF THIS AGREEMENT.

6. Surrender. On the termination date of this Lease, the City shall surrender the Nursery Property to the District in an as-is condition.
7. Utilities. On a timely basis, the City shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the Nursery Property. The District shall have no obligation to install or provide any utilities or services to the Nursery Property.
8. Taxes and Assessments. The Nursery Property currently is exempt from general real estate taxes. It is agreed by the Parties that the City shall pay all real estate taxes, special taxes or special assessments which may be assessed against the Nursery Property.
9. Access to Nursery Property. Notwithstanding the City's use and control of the Nursery Property, the District and its agents and employees and independent contractors designated by the District shall have the right to enter upon the

June 27, 2018

Nursery Property and all portions thereof at any time during the term of the Lease provided notice is provided to the City in advance for the purpose of inspecting the Nursery Property for the enforcement of the Lease; provided, however, that in entering upon the Nursery Property the persons shall not unreasonably interfere with the City's use of the Nursery Property.

10. Alterations and Additions. The City shall be permitted to make new alterations and additions to the Nursery Property consistent with the terms of this Lease provided the City receives the prior written consent of the District for such new alterations or additions, which consent shall not be unreasonably withheld.
11. Insurance. The City Parties shall obtain and maintain during the Term insurance coverages in accordance with **Exhibit DC**. ~~The District shall be added as an additional insured on all such insurance coverage, at no cost to the District. Each Party shall be added as an additional insured on all such insurance coverages of the other Party, at no cost to the Party named as an additional insured.~~
12. Default.
 - a. District Default. In the event of a default by District in the performance or observance of any of District's duties or obligations herein contained, and upon the failure of District to cure such default within ten (10) days following written notice thereof from City (or such longer period of time as may be necessary to cure such default by applying consistent, uninterrupted diligence), City, at its option, may seek all available legal and equitable remedies.
 - b. City Default. In the event of a default by City in the performance or observance of any of City's duties or obligations herein contained, and upon the failure of

June 27, 2018

City to cure such default within ten (10) days following written notice thereof from District (or such longer period of time as may be necessary to cure such default by applying consistent, uninterrupted diligence), District, at its option, may seek all available legal and equitable remedies.

13. Termination.

a. This Lease shall terminate upon the expiration of the Term and may not be terminated early except for a pattern of repeated material breaches of this Lease by the City or the District or as otherwise permitted by this Lease.

b. This Lease may be terminated by the City for any reason and at any time upon providing the District no less than 60 days' written notice of such termination. The City shall, within such 60 days, remove any buildings, equipment or other personal property from the ~~leased premises~~Nursery Property at the City's sole cost and expense.

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c. This Lease may be terminated by the District if, in the District's reasonable determination, the Nursery Property has not been, for a period of at least twelve (12) consecutive months, used by the City for the specific purposes described in this Lease. The District shall give the City no less than sixty (60) days' written notice of its intent to so terminate during which time the City shall remove any buildings, equipment or other personal property remaining on the ~~Leased Premises~~Nursery Property after which the District may remove and dispose of any such items at its sole discretion and at the City's cost and expense.

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June 27, 2018

~~d. Should this Lease be terminated pursuant to either subsections (b) or (c) above, the City shall, before termination, return the leased premises to as close to its original condition as is reasonably possible at the City's sole cost and expense.~~

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14. Assignment. The City may not sublet or assign all or any portion of its interest in this Lease. For purposes of this paragraph the short-term use of the Nursery Property by organizations or other persons under activity permits granted by the City shall not constitute a sublet or assignment. Notwithstanding the foregoing, the City may execute management/operations agreements with third parties for the operation and maintenance of the nursery, provided that such management agreements shall not release the City from its obligations under this Lease.

~~14.15. CONTRACTOR INSURANCE. The Park District and City shall cause each contractor employed by them for the purpose of conducting any work on the Nursery Property, to purchase and maintain commercial general liability insurance, workers' compensation and employer's liability insurance, and automobile liability insurance in amounts and from companies mutually acceptable to the City and the Park District. When requested by either party, the Park District and City shall furnish copies of certificates of insurance evidencing coverage for each contractor. The Parties shall require each contractor employed by either the Park District or the City to name the other party as an additional insured on all required coverages.~~

Commented [A2]: PDRMA Addition.

~~15.16. Notices. Any notice or communication required or permitted to be given under this Lease must be in writing and be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (4) by other electronic means. Notices will be deemed delivered on~~

June 27, 2018

the date of actual receipt during normal business hours. By notice complying with the requirements of this Section, each party has the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address will be effective until actually received.

Notices and communications to the Park District must be addressed to, and delivered at, the following address:

Park District of Highland Park
Attention: Executive Director
636 Ridge Road
Highland Park, IL 60035

Notices and communications to the City must be addressed to, and delivered at, the following address:

City of Highland Park
Attention: City Manager
1707 St. Johns Avenue
Highland Park, IL 60035

~~16.17.~~ Governing Law. This Lease is governed by and enforced in accordance with the internal laws of, but not the conflicts of laws rules of, the State of Illinois.

~~17.18.~~ Entire Agreement. This Lease constitutes the entire agreement between the parties with respect to the lease of the Nursery Property, and this Lease supersedes every prior agreement and negotiation between the parties, whether written or oral, relating to the subject matter of this Lease.

~~18.19.~~ Incorporation of Exhibits. Exhibits A through D attached to this Lease are incorporated into and made a part of this Lease by this reference.

June 27, 2018

~~19-20.~~ Amendments and Modifications. No amendment or modification to this Lease will be effective unless and until it is reduced to writing and approved and executed by all parties to this Lease in accordance with all applicable statutory procedures.

~~20-21.~~ No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Lease by any person, firm, or corporation may be made, or be valid, against any of the Parties.

~~21-22.~~ Force Majeure. Neither party shall be held in default under, or in noncompliance with, the provisions of the Lease, nor suffer any enforcement or penalty relating to noncompliance or default (including liquidated damages, termination, cancellation or revocation), where such noncompliance or alleged defaults occurred or were caused by "Force Majeure," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, or other event that is reasonably beyond the party's ability to anticipate or control. Non-compliance or default attributable to Force Majeure shall be corrected as soon as practicable. The party suffering the Force Majeure shall send notice as soon as reasonably practicable following the onset and conclusion of the Force Majeure.

June 27, 2018

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its authorized officers as of the date first above written.

CITY OF HIGHLAND PARK

PARK DISTRICT OF

Nancy Rotering, Mayor

Brian Kaplan, President

ATTEST:

ATTEST:

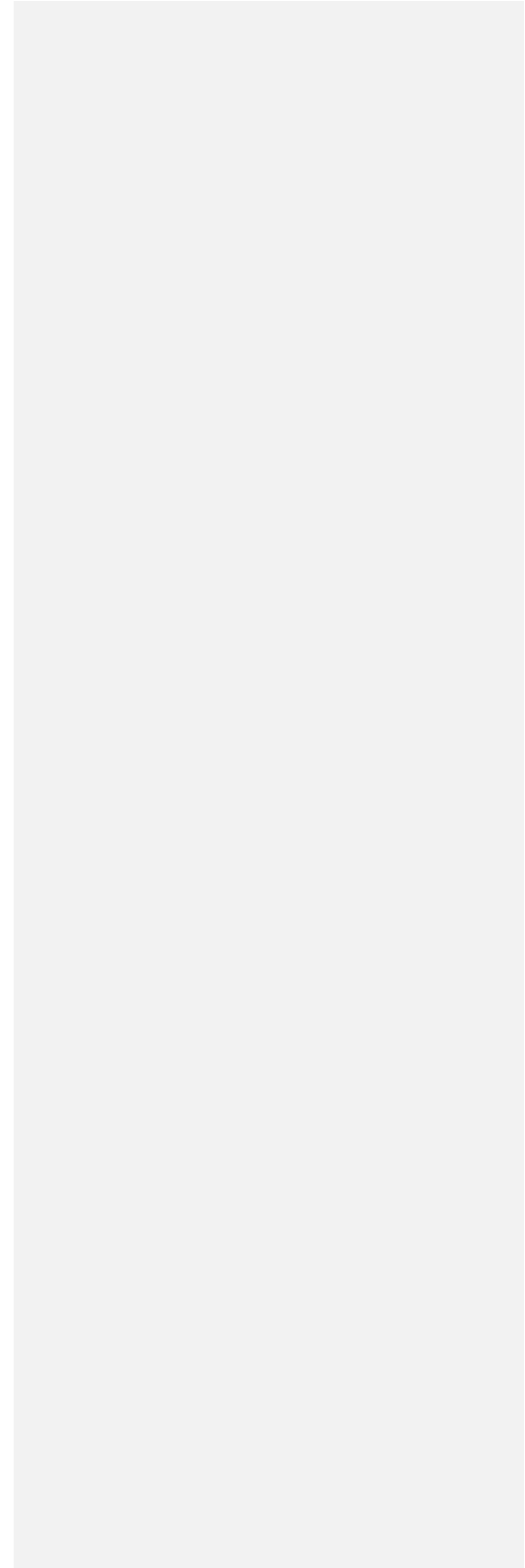
City Clerk

Secretary

June 27, 2018

EXHIBIT "A"

LEGAL DESCRIPTION AND DEPICTION OF THE NURSERY PROPERTY



June 27, 2018

EXHIBIT "B"

CONSERVATION EASEMENTS

1. That certain Grant of Conservation Right and Easement by and between the City of Highland Park and the Lake County Forest Preserve District dated June 18, 2002 and recorded with the Lake Country Recorder of Deeds as document number 5080789.
2. That certain Grant of Conservation Right and Easement by and between the City of Highland Park and the Lake County Forest Preserve District dated June 19, 2002 and recorded with the Lake Country Recorder of Deeds as document number 5080790.
3. That certain First Amendment to Grant of Conservation Right and Easement by and between the City of Highland Park and the Lake County Forest Preserve District dated April 25, 2005 and recorded with the Lake Country Recorder of Deeds as document numbers 5776326 and 5776327.

June 27, 2018

EXHIBIT "C"

INSURANCE COVERAGES

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- ~~1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG-0001-7/98) or Insurance Services Offices form number GL-0002 covering Commercial General Liability.~~
- ~~2. Insurance Services Office Business Auto coverage form number CA-0001-1013 covering Automobile Liability, Code 1 "any auto."~~

B. Minimum Limits of Insurance

~~CITY~~ Each Party shall maintain limits no less than:

- ~~1. Commercial general liability insurance coverage insuring against bodily injury and death, personal injury, and for all damage or injury to or destruction of property occurring in, on, or about the premises or upon the sidewalks adjacent to the premises with limits of not less than \$3,000,000 combined single limit per occurrence, subject to inflationary increases in subsequent years. General Liability/Excess Liability: \$3,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall be twice the required occurrence limit.~~
2. Automobile Liability/Excess Liability: \$3,000,000 combined single limit per accident for bodily injury and property damage including coverages for owned, hired or non-owned vehicles as applicable.
3. The amount of coverage required hereby may be provided by any combination of primary and excess or umbrella liability insurance policies.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be approved by ~~the District both Parties. The \$25,000 general liability deductible per occurrence must be approved.~~

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- 1. General Liability, Automobile Liability and Liquor Liability**

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June 27, 2018

- a. ~~District~~Each Party, its officers, officials, employees, and agents are to be covered as additional insureds on all coverages/policies of the other Party as respects liability.
- b. ~~The insurance coverages provided under this Lease shall be the primary insurance as respects the Party against which there are allegations of wrongful acts or omissions. Any insurance or self insurance maintained by a Party against which there are no allegations of wrongful acts or omissions shall be excess of the other Party's coverage and shall not contribute with it.~~
- e.b. Coverage shall state that ~~the City's~~each respective Parties' insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Commented [A5]: PDRMA Change.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A: VII and licensed to do business in Illinois. Alternatively, the insurance may be obtained from an intergovernmental self-insurance risk agency or pool.

F. Verification of Coverage

Prior to commencement of the Term, ~~City shall furnish District with~~ each Party shall furnish the other Party with certificates of insurance and with original endorsements if applicable effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

4843-4707-3638, v. 148404813-7950-5516, v. 1-6305-6236, v. 1

Prepared By and
After recording, return to:

Adam B. Simon, Esq.
Ancel, Glink, Diamond, Bush,
DiCianni & Krafthefer, P.C.
175 E. Hawthorn Pkwy., Suite 145
Vernon Hills, Illinois 60061

This space reserved for Recorder's use only.

**SHARED USE AGREEMENT
BY AND BETWEEN THE CITY OF HIGHLAND PARK AND
THE PARK DISTRICT OF HIGHLAND PARK**

(Lot 4 of Highland Park Country Club)

This Intergovernmental Shared Use Agreement (the "*Agreement*") is entered into as of _____, 2018 the "Effective Date" between the City of Highland Park, an Illinois home rule municipality (the "*City*"), and the Park District of Highland Park, a Unit of Local Government of the State of Illinois (the "*District*" or "*Park District*"). The City and the District are sometimes hereinafter referred to individually as a "Party" or jointly as the "Parties";

WITNESSETH:

WHEREAS, the City is the fee simple owner of record of lot 4 of the property commonly known as the Highland Park Country Club, and legally described in **Exhibit A** attached hereto ("Property"); and

WHEREAS, the Property is subdivided into seven lots pursuant to the Highland Park Golf Course Plat of Resubdivision recorded November 10, 2004 as document number 5679534, in Lake County, Illinois ("Plat") (for purposes of this Agreement, any references to Lots 1 through 7 in this Agreement shall mean Lots 1 through 7 as identified on the Plat). A depiction of the Property and the respective Lots is attached hereto as **Exhibit B**; and

WHEREAS, Lot 5 of the Property is comprised of the Recreation Center of Highland Park (the "RCHP") which is owned and operated by the Park District; and

WHEREAS, Lot 4 of the Property is comprised of an existing building which has been used primarily for banquets, locker rooms, and a Pro Shop (collectively referred to as the "Clubhouse"), a parking lot, points of ingress and egress from Park Avenue West, a monument sign with changeable copy (the "Monument Sign"), and a public path from Park Avenue West to Half Day Road; and

WHEREAS, the RCHP and the Clubhouse share certain common areas and common mechanical systems, including common driveways and entryways, lockers rooms and associated furnishings, elevators and associated entry areas, mechanical systems, public utilities, laundry room and related equipment, fire suppression and alarm monitoring systems and equipment; and

WHEREAS, each of the Parties has determined that it is appropriate and in its best interest that Lot 4 of the Property be shared in the manner described herein for the mutual use and benefit of their common residents, and in furtherance thereof the Parties desire to enter into this formal written agreement; and

WHEREAS, the City and District previously entered into that certain Intergovernmental Lease Agreement dated December 31, 2014 (the "Country Club Lease") which provided, inter alia, for the District's operation of banquets in the Clubhouse; and

WHEREAS, the City and the Park District have the authority to perform and execute this Agreement under the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained in this Shared Use Agreement, and for other valuable consideration the receipt and sufficiency of which are acknowledged hereby, the Parties agree as follows:

1. Term. Unless sooner terminated, the term of this Agreement shall commence on (the “*Effective Date*”) and end on December 31, 2116 (the “*Term*”). Upon the expiration date, the Term shall renew for successive ten (10) year renewal terms unless either Party gives notice of its intent not to renew no more than one (1) year and not less than 180 days prior to the expiration date for the Term or renewal term; provided, that if the District is still operating the RCHP the City may not terminate this Agreement without the District’s consent. The parties understand that during the term of this Agreement circumstances may change so as to suggest alteration of this Agreement to be in the best interests of the parties and the community. Therefore, during the year of every ten year anniversary of this Agreement, the parties shall meet to discuss whether amending this Agreement in any way would be in the best interests of the parties and the community. In the absence of any agreed upon changes, this Agreement shall remain in full force and effect. In addition, if the parties shall mutually agree, such meetings may occur more frequently than every ten years.

2. Common Areas and Common Facilities.

a. Common Areas. For purposes of this Agreement, the following areas shall be “Common Areas: ”(i) All joint party walls located between the Clubhouse located on Lot 4 and the RCHP located on Lot 5, (ii) the elevator and corresponding entry areas, (iii) the trash enclosure, (iv) the parking lot, (v) the points of ingress and egress from Park Avenue West, (vi) the Laundry Room, (vii) the Locker Rooms, subject to reasonable safety and security regulations established by the District, (viii) the porte cochere located over the common entryway to the Clubhouse and RCHP, and (ix) the monument sign with

changeable copy. For illustrative purposes, and not in limitation of the foregoing description, the Common Areas are depicted in the series of diagrams attached hereto as **Group Exhibit E** and incorporated by reference. Except as otherwise described in this Agreement, the City grants the District unrestricted and unconditional access and use of the Common Areas to the extent reasonably consistent with historical custom and practice.

- b. **Common Facilities.** The designated mechanical systems, public utilities, and fire suppression and alarm monitoring systems and equipment shall be considered “Common Facilities.” For illustrative purposes, and not in limitation of the foregoing description, the Common Facilities are depicted in the series of diagrams attached hereto as **Group Exhibit E** and incorporated by reference. The City grants the District unrestricted and unconditional access and use of the Common Facilities to the extent consistent with historical custom and practice.
- c. **Pool Hallway.** As depicted more specifically in **Group Exhibit E**, there is a hallway located in the Clubhouse which leads to the pool located in the RCHP (the “Pool Hallway”). The Pool Hallway, including family changing bathrooms, adjoining offices, storage closet and electrical room, shall not be considered a Common Area. The District shall have exclusive possession and control of the Pool Hallway located in the Clubhouse and shall be solely responsible for its maintenance and repair. The Park District agrees to grant the City access and use of the Pool Hallway to the extent consistent with historical custom and practice and subject to reasonable safety and security regulations established by the

District; provided that no such regulation shall cut off access by the City to the Pool Hallway altogether.

3. Maintenance of Common Areas and Common Facilities on Lot 4. The Parties agree the maintenance, operation, repair, and replacement of the Common Areas and Common Facilities shall be performed as described below:
 - a. The District has inspected the Common Areas and Common Facilities and is familiar with, and accepts, their present condition at the commencement of the Term.
 - b. The District shall provide general maintenance service for the Common Areas and Common Facilities which shall include keeping them in a good condition, clean, free of accumulations of dirt, rubbish and unlawful obstructions. Maintenance shall include routine landscaping around the buildings, the Monument Sign, and the parking lot islands on Lot 4 and Lot 5 of the Property, maintaining and updating the message on the Monument Sign, and snow removal for pedestrian walkways and the parking lot, provided if the parking lot is reconstructed or relocated by the City, the District shall not be required to perform maintenance or snow removal in the parking lot without a new written agreement between the Parties.
 - c. The District and City agree that the cost for maintenance of the Common Areas and Common Facilities are attached hereto as **Exhibit F** and incorporated by reference. The District shall prepare an annual budget for the line items described in **Exhibit F** and deliver a copy thereof to the City prior to August 15 of each year during the Term (the "Budget"). The City shall remit semi-annual payments

equal to one half of the annual Budget to the District on June 30 and December 31 each year. By not later than March 31 each year, the District shall compare the annual Budget for the preceding year to the actual maintenance expenses, excluding the General Management Fee (as defined in Exhibit F). If the actual maintenance expenses, excluding the General Maintenance Fee, are greater or less than the annual budget by more than 3%, the District shall report such difference to the City and a true up amount shall be added or deducted from the remaining payments for that year.

- d. Except for emergency repairs, any separate repair or maintenance expenses for the Common Areas or Common Facilities exceeding \$5,000 and not identified in the Budget shall require prior approval from both parties. The City and District shall cooperate on capital improvements and repairs to the Common Areas or Common Facilities and shall establish a written agreement on project schedule, design, financing and the allocation of cost. Neither Party's cooperation or approval shall be unreasonably withheld. Emergency repairs shall be identified and performed by the District and the cost shall be allocated as per **Exhibit F**.
- e. Notwithstanding the foregoing, any capital improvements to the Locker Rooms, Laundry Room or Pool Hallway for which the District agrees to pay the entire cost, shall not require City input or approval. For calendar year 2018, the District shall pay for all electric utility service supplied to the Common Facilities. From and after January 1, 2019, electric utility service shall be included in the Budget described in **Exhibit F**.

4. Designated District Office. The City shall designate an area on the lower level of the Clubhouse which shall be ~~allowed to be used by the District for the exclusive and uninterrupted use of the District~~, at no cost to the District, for an office for the District's Passive Nature Area.
5. Monument Sign. Possession and management of the Monument Sign more specifically depicted on **Exhibit E**, shall be jointly shared between the City and District during the Term of this Agreement. The Monument Sign may be requested to be replaced by either Party throughout the term of this Agreement. The Parties shall agree to the timing of the replacement, sign content and design, and agree to evenly share all costs therefor. The Parties shall evenly share the sign panels located on the Monument Sign and each Party shall have sole discretion and control over the content on its respective sign panels.
6. Banquets. The use of the Clubhouse for the operation of banquets and other assembly-type events shall be consistent with the following conditions:
 - a. Unless extended pursuant to subsection 6.b below, the Parties agree that the District shall continue to be responsible for general banquet operations until December 31, 2018. The District shall also continue to book banquets for 2019 and thereafter until it is agreed by the Parties that booking banquets shall no longer be a District responsibility. All banquet contracts considered for acceptance by District for after December 31, 2018 must first receive the approval of the City Manager. Such approval shall be acted upon within two (2) business days after such request is submitted in writing to the City Manager pursuant to the Notice provision of this Agreement. If the City Manager does not respond within said two (2) days, the request shall be deemed as approved.

- b. The District shall have the right, but not the obligation, to extend its responsibility for general banquet operations after December 31, 2018 by providing written notice to the City of its intent to do so prior to October 31, 2018. Such extension shall include terms, conditions, and revenue sharing provisions that are mutually acceptable to both the City and the District and set forth in a written document executed by both the City and the District, which document shall, upon execution, be deemed to be incorporated into and made a part of this Agreement.
- c. The Parties agree that during any year in which the District is responsible for general banquet operations, the City shall have the right, but not the obligation, to make cosmetic improvements to the banquet area of the Clubhouse, including but not limited to chandelier replacements, window treatments, new flooring and painting at the City's sole cost and expense. Such improvements, if performed at all, shall be performed at a time when it shall not unreasonably interfere with the operation of the banquet facilities and events located therein.
- d. Except for the booking operation described in subsection 6.a from and after January 1, 2019, the City acknowledges that the District shall have no obligation for the operation of banquets, unless the District shall have exercised its right to extend, and a written extension document is executed, pursuant to subsection 6.b.
- e. Minor Capital Projects. Subject to the limitations otherwise described herein, during any part of the term during which the District is operating the banquet facilities, the District may exercise discretion to design, construct, and pay for capital improvements or capital repairs to the banquet facilities so long as a good faith estimate of the cost for such improvements or repairs is less than \$10,000

(“Minor Capital Projects”). Upon the District giving notice to the City of its intent to perform and complete Minor Capital Projects by delivering a copy of the plans and cost estimate therefor, the City shall be granted thirty (30) days to request additions to the District’s design for the Minor Capital Project. If the City’s additions to the District’s design for Minor Capital Projects result in an incremental change in the cost for design or construction, all incremental costs resulting from the City additions shall be borne solely by the City and shall be paid within thirty (30) days of demand therefor. Minor Capital Projects for which the cost exceeds \$25,000 due to the City’s additions shall nonetheless remain Minor Capital Projects.

- f. Major Capital Projects. During any part of the term during which the District is operating the banquet facilities, for capital improvements or capital repairs to the banquet facilities for which a good faith estimate of the cost exceeds \$10,000 (“Major Capital Projects”), the Parties shall meet and agree on the project schedule costs and design, but the City may not prevent the District from performing a Major Capital Project if the District elects to pay for it itself. The District does not have any obligation to perform Major Capital Projects at its own expense.
- g. Notwithstanding the provisions of subparagraphs 6.e and 6.f, the District shall perform emergency repairs at all times during which the District is operating the banquet facilities. Written notification shall be provided to the City Manager or designee providing the scope of the work and cost of repair. The cost of such emergency repairs shall be shared equally by the Parties.

7. Golf Maintenance Shed. The City grants to the District, and the District accepts from the City, an exclusive license for the use of the golf maintenance shed located in the northeasterly portion of Lot 4 (collectively, the “Shed Property”), as more specifically depicted on **Exhibit B**. For and in consideration for the license of the Shed Property, the District shall pay to the City one-half (1/2) of the aggregate sales price for any personal property described in the golf equipment inventory list described in **Exhibit D**, which the District actually sells. The District shall have the right to terminate the license on thirty (30) days advance notice. The City shall have the right to remove or relocate the Shed Property at any time provided that (a) the City gives the District thirty (30) days advance notice and (b) the City provides the District with a suitable and comparable location for the storage of the equipment in the shed Property.
8. Insurance. Each party shall purchase insurance or self-insurance protection as provided in **Exhibit G**.
9. Parking Lot.
 - a. Except as provided in Section 11 of this Agreement, the Parties acknowledge and agree that there shall be no less than 324 parking spaces (including 12 disabled-access parking spaces) at all times on Lot 4. Except as expressly provided herein, all such parking spaces will be available for multiple-shared uses, including, without limitation, in support of the District’s RCHP on Lot 5 and the future Passive Natural Area to be constructed by the District on Lots 1 and 2. ~~nNot more than 3050 of the 324 non handicapped parking spaces closest to the Clubhouse building shall be designated for use by senior citizens during the hours of 9 a.m. to 5 p.m. on Mondays—Fridays. In anticipation of the Senior Center~~

moving to the Highland Park Country Club, the City and the District shall mutually agree on the layout of the parking lot and any expansion, the location of designated spaces for all senior citizens, the hours for the designated spaces and the number of designated spaces. This Agreement must be completed before the Senior Center occupies the Highland Park Country Club. The staff of the respective Parties shall meet annually to reassess and, if they deem it appropriate, to revise the number of parking spaces allotted for senior citizens and the hours such spaces shall be so reserved so as to maximize the optimal and convenient use of the District and City facilities located at the RCHP, the Clubhouse and the Natural Preserve Area.

- b. In the event the City ever intends to relocate the required parking spaces or build a multi-level parking deck because another structure or use will be constructed or operated on Lot 4, the 324 parking spaces available for use by the District, and its patrons, guests and invitees of Lots 1, 2 and 5, shall always be located adjacent to Lot 5. No portion of any multi-level parking deck or other structure will be located on the west half of Lot 4 (as shown on Exhibit X). In the event the parking is relocated at any time and for any reason, such relocation shall occur at no cost or expense to the District. The City shall seek out the comments and recommendations of the Park District with respect to the relocation of parking before any plans are publicly presented. For the purpose of this subsection, the west half of Lot 4 shall be depicted on **Exhibit B**.
- c. The City and District will work cooperatively on any proposals submitted by each Party if the parking or driveway areas located west of the current (2018) westerly

most access point from Park Avenue West shown on Exhibit Y are proposed to be removed, redesigned or relocated. The cooperation anticipated by this provision shall not be unreasonably withheld by either Party. Any proposed change to existing access points shall not impede the District's appropriate access to Lot 5 and the driveway dropoff area for the RCHP.

- d. Any additional parking spaces required as result of programming, activities, businesses or other functions operated or approved by the City shall be solely the responsibility of the City to design and improve and shall not reduce any of the parking spaces which currently exist as set forth herein.
- e. The District and its invitees, guests and customers shall not be charged any fee or expense for parking in the parking spaces required by this Agreement. Except as otherwise provided herein, there shall be no City regulations prohibiting District patrons from using any portion of the parking lot or requiring any District patrons to use any designated portion of the parking lot.
- f. Except for any parking deck which the City may construct, the City and the District shall share in all capital expenses relating to the reconstruction, resurfacing and/or resealing of the parking areas and lighting in parking lots. The City shall consult with and seek out the comments and recommendations of the Park District with respect to the design and specifications of the parking lot lights. All costs referenced in this subsection (f) shall be shared equally between the Parties.

10. Cross-Access to the Shed Property, Lot 1 and Lot 5.

- a. Except as provided in Section 11 of this Agreement, the City shall provide, at all times, reasonable and direct pedestrian and vehicular access across Lot 4, from and between the Park Avenue West right-of-way, the Shed Property, Lot 1 and Lot 5. Without limiting the generality of the preceding sentence, the City shall provide direct access from Lot 4 to Lot 1 at the points identified on **Exhibit B** as “Entrance to Passive Natural Area.”
- b. Subject to the obligation described in subsection (a), the location of access point or points to Lot 4 from Park Avenue West will be determined, and can be changed, by the City in its reasonable discretion. In the event the City ever intends to relocate the access point or points, the City shall seek out the comments and recommendations of the Park District.
- c. The location of access point or points between Lot 4 and Lot 5 shall not be changed without the mutual, written agreement of the Parties, which agreement shall not be unreasonably withheld.
- d. In the event that access points to Lot 4 from Park Avenue West are relocated at any time and for any reason, the costs for such relocation shall be paid for by the Party which initiated such relocation. In the event such access points require the installation of additional traffic controls of any kind, such controls shall be constructed and installed at no cost or expense to the District.
- e. The District and its invitees, guests and customers shall not be charged any fee or expense for exercising the cross-access rights across Lot 4.
- f. The recording of this Agreement shall represent a parking and cross-access easement memorializing the City’s obligation to provide parking and cross-access

on Lot 4 for the use and benefit of the Shed Property and Lots 1, 2 and 5, consistent with the terms of this Agreement. The covenants, including the termination and applicability provisions, herein described shall run with the land and be binding on the City's successors and assigns.

11. Limitation of the Applicability of the Requirements in Sections 9 and 10. Sections 9 and 10 of this Agreement shall be applicable only for so long as the District uses at least a portion of Lot 5 for recreational purposes and portions of Lots 1 and 2 as a Natural Preservation Area.
12. Limitation on Use of Lot 4. The City shall not operate or permit to be operated any use on Lot 4 which dedicates more than 1000 square feet to any use which competes with the recreational uses operated by the District on Lot 5.
13. Taxes and Assessments. It is agreed by the Parties that the City and District shall pay pro-rata all real estate taxes, special taxes or special assessments which may be assessed against Lot 4 based on the amount of area used by each Party. Such agreement shall not be taken as the District's consent or approval for any such taxes or assessments to ever be imposed except as may be required of public entities by State or federal law.
14. Title. The City warrants that it has title to Lot 4 in fee simple, free and clear of any liens, claims or encumbrances of third parties, except as listed on **Exhibit C.**
15. Assignment. The District may not sublet or assign all or any portion of its interest in this Agreement. For purposes of this paragraph the short-term use of the RCHP or the Clubhouse by organizations or other persons for banquets or other recreational/assembly-type uses shall not constitute a sublet or assignment. Notwithstanding the foregoing, the District may execute management agreements with third parties for the operation of

banquets, provided that such management agreements shall not release the District from its obligations under this Lease.

16. Default/Remedy

a. City Default. In the event of a default by the City in the performance or observance of any of the City's duties or obligations herein contained, and upon the failure of City to cure such default within ten (10) days following written notice thereof from the District (or such longer period of time as may be necessary to cure such default by applying consistent, uninterrupted diligence), the District may pursue all legal and equitable remedies.

b. District Default. In the event of a default by the District in the performance or observance of any of the District's duties or obligations herein contained, and upon the failure of the District to cure such default within ten (10) days following written notice thereof from the City (or such longer period of time as may be necessary to cure such default by applying consistent, uninterrupted diligence), the City may pursue all legal and equitable remedies.

17. Notices. Any notice or communication required or permitted to be given under this Agreement must be in writing and be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (4) by other electronic means. Notices will be deemed delivered on the date of actual receipt during normal business hours. By notice complying with the requirements of this Section, each party has the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address will be effective until actually received.

Notices and communications to the District must be addressed to, and delivered at, the following address:

Park District of Highland Park
Attention: Executive Director
636 Ridge Road
Highland Park, IL 60035

Notices and communications to the City must be addressed to, and delivered at, the following address:

City of Highland Park
Attention: City Manager
1707 St. Johns Avenue
Highland Park, IL 60035

18. Incorporation of Exhibits. Exhibits A through F attached to this Agreement are incorporated into and made a part of this Agreement by this reference.
19. Amendments and Modifications. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.
20. Governing Law. This Agreement is governed by and enforced in accordance with the internal laws of, but not the conflicts of the laws rules of, the State of Illinois.
21. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and this Agreement supersedes every prior agreement and negotiation between the parties, whether written or oral, relating to the subject matter of this Agreement.
22. Force Majeure. Neither party shall be held in default under, or in noncompliance with, the provisions of the Agreement, nor suffer any enforcement or penalty relating to

noncompliance or default (including liquidated damages, termination, cancellation or revocation), where such noncompliance or alleged defaults occurred or were caused by “Force Majeure,” defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, or other event that is reasonably beyond the party’s ability to anticipate or control. Non-compliance or default attributable to Force Majeure shall be corrected as soon as practicable. The party suffering the Force Majeure shall send notice as soon as reasonably practicable following the onset and conclusion of the Force Majeure.

23. Casualty.

- a. The City shall obtain and maintain throughout the term of this Agreement property and casualty insurance coverage equal to the full replacement value of the Clubhouse, including but not limited to the Common Areas and Common Facilities. The City shall cause the District to be named as a co-loss payee on such property and casualty insurance coverage. In the event of a casualty event which results in the loss of use of any Common Areas or Common Facilities or any portion of the Clubhouse, the City agrees to use the proceeds of the property and casualty insurance coverage to promptly repair or replace all affected Common Areas or Common Facilities and the affected portion of the Clubhouse unless otherwise agreed by both Parties. The District shall have the right, but not the obligation, to use any insurance proceeds to construct permanent or temporary improvements on, over and across Lot 4 to replace the Common Areas or Common Facilities and their functionality affected by the casualty event.

- b. The District shall also purchase and keep in place general liability and property insurance coverages adequate to protect its interests in this Agreement, such coverages shall be in amounts acceptable to the City.
24. Condemnation. The City covenants not to exercise the power of eminent domain for the purpose of removing the City's warranties and obligations to the District related to Lot 4.
25. Certifications. The Parties certify hereby that they are not barred from entering into this Lease Agreement as result of violation of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that each Party has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4) and 5 ILCS 430/70-5. The Parties each represent and warrant that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.
26. Master Agreement. To the extent there are any inconsistencies between the Master Agreement and this document, this document shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Execution Date.

PARK DISTRICT OF HIGHLAND PARK

Signature: _____

Printed Name: Brian Kaplan

Title: President

Attest:

Signature: _____

Printed Name: _____

Title: Secretary

CITY OF HIGHLAND PARK

Signature: _____

Printed Name: Nancy R. Rotering

Title: Mayor

Attest:

Signature: _____

Printed Name: Ghida S. Neukirch

Title: City Manager/City Clerk

June 27, 2018

EXHIBIT "A" --- Legal Description of the Property

June 27, 2018

EXHIBIT "B" ---Graphic depiction of Property and Lots

EXHIBIT "C" --- Permitted Title Exceptions

June 27, 2018

EXHIBIT "D" --- Golf Equipment Inventory List

June 27, 2018

GROUP EXHIBIT "E" --- Common Areas and Common Facilities Diagrams

EXHIBIT F – COSTS

The City and Park District shall select an independent professional accounting, auditing or other appropriate entity to perform a study as to the relative expected use of all Common Areas and Common Facilities described in this Agreement and recommend a formula or method for distributing the costs of all maintenance and capital improvements of said Common Areas and Common Facilities. The cost of such a study shall be borne equally by the parties and such study shall be binding on the parties. A new study may be requested by either party but no more often than every 10 year anniversary of the Effective Date.

EXHIBIT "G"---Insurance Requirements

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001 7/98) or Insurance Services Offices form number GL 0002 covering Commercial General Liability.
2. Insurance Services Office Business Auto coverage form number CA 0001 1013 covering Automobile Liability, Code 1 "any auto."

B. Minimum Limits of Insurance

1. General Liability/Excess Liability: \$3,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability/Excess Liability: \$3,000,000 combined single limit per accident for bodily injury and property damage including coverages for owned, hired or non-owned vehicles as applicable.
3. Liquor liability limits of \$3,000,000 per occurrence combined single limit.
4. The amount of coverage required hereby may be provided by any combination of primary and excess or umbrella liability insurance policies.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be approved by the Parties.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. **General Liability, Automobile Liability and Liquor Liability**
 - a. City/District, (as applicable) its officers, officials, employees, and agents are to be covered as additional insureds as respects: liability.
 - b. The insurance coverage provided under this Lease shall be primary insurance as respects the City/District, (as applicable) its officers, officials, employees, and agents. Any insurance or self-insurance maintained by City/District, (as applicable) its officers, officials, employees, or agents shall be excess of CITY's/DISTRICT's insurance and shall not contribute with it.

- c. Coverage shall state that the CITY's/DISTRICT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A: VII and licensed to do business in Illinois. Alternatively, the insurance may be obtained from an intergovernmental self-insurance risk agency or pool.

F. Verification of Coverage

Prior to commencement of the Term, CITY/DISTRICT shall furnish City/District with certificates of insurance and with original endorsements if applicable effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

#58100099_v2

| [4824-1207-2556, v. 14811-6971-2748, v. 1](#)

July 2, 2018

**LEASE AGREEMENT
BY AND BETWEEN THE CITY OF HIGHLAND PARK AND
THE PARK DISTRICT OF HIGHLAND PARK**

(Lot 3 of Highland Park Country Club)

This Intergovernmental Lease Agreement (the "*Lease*") is entered into as of _____, 2018 between the City of Highland Park, an Illinois home rule municipality (the "*City*"), and the Park District of Highland Park, a Unit of Local Government of the State of Illinois (the "*District*" or "*Park District*"). The City and the District are sometimes hereinafter referred to individually as a "Party" or jointly as the "Parties";

WITNESSETH:

WHEREAS, the City is the fee simple owner of record of Lot 3 of the property commonly known as the Highland Park Country Club, and legally described in **Exhibit A** attached hereto ("Property"); and

WHEREAS, the Property is subdivided into seven lots pursuant to the Highland Park Golf Course Plat of Resubdivision recorded November 10, 2004 as document number 5679534, in Lake County, Illinois ("Plat") (for purposes of this Agreement, any references to Lots 1 through 7 in this Agreement shall mean Lots 1 through 7 as identified on the Plat). A depiction of the Property and the respective Lots is attached hereto as **Exhibit B**; and

WHEREAS, upon Lot 3 of the Property (the "*Enterprise Property*") is located a monument sign, dome, golf driving range, miniature golf facility, learning center, driveways, and parking areas, all of which provide for the recreational needs of the City; and

WHEREAS, the dome, golf learning center, ~~and~~ driving range and miniature golf facilities and, possibly, all or portions of golf holes 13 and 14 of the Highland Park Country Club (Lot 1) are referred to collectively as the "*Enterprises*"; and

July 2, 2018

WHEREAS, the operation and maintenance of the Enterprise Property is currently governed by that certain Intergovernmental Lease & Management of Real Estate (Enterprise Properties) Agreement dated October 31, 1996 between the City and the District (“Existing Management Agreement”); and

WHEREAS, the operation and maintenance of the dome is currently governed by that certain First Amended and Restated Concession and Site Agreement, dated August 26, 2009, by and between the City, the District and HP Indoor Facility, LLC (“Dome Agreement”); and

WHEREAS, each of the Parties has determined that it is appropriate and in its best interest that the District be given the rights and assume the obligations for the planning, establishing, managing, operating and maintaining of the Enterprise Property, including the Enterprises, for public park and recreational purposes, and in furtherance thereof the Parties desire to enter into a formal written agreement; and

WHEREAS, the Parties have the authority to complete this transfer and lease under the Illinois Local Government Property Transfer Act, 50 ILCS 605/0.01, et seq. (Property Transfer Act) and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq; and

WHEREAS, prior to the execution hereof each of the Parties has taken all action necessary under the Local Governmental Property Transfer Act to authorize its entry into this Lease.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained in this Lease, and for other valuable consideration the receipt and sufficiency of which are acknowledged hereby, the Parties agree as follows:

1. Enterprise Property.

July 2, 2018

- a. The City leases to the District and the District leases from the City for the term stated in paragraph 2 of this Lease, the Enterprise Property, together with all improvements and other assets real and personal located thereon.
 - b. Except as otherwise indicated in this Lease, for purposes of this Lease the word "*Enterprise Property*" shall mean the Enterprise Property together with all improvements and other assets real and personal located thereon.
 - c. The Lease shall be subject to the Dome Agreement. The City hereby assigns to the District all of its rights described in the Dome Agreement and shall take all actions necessary under the Dome Agreement to cause the Grantee to make payments directly to the District.
2. Term. Unless sooner terminated in accordance with paragraph 18 of this Lease, the term of this Lease shall be for a term commencing on January 1, 2019 (the "*Effective Date*") and ending December 31, 2118 (the "*Term*").
 3. Annual Rent. The District shall pay the City as rent for the Enterprise Property, for each year during the Term, a sum of money equal to the product of the "Revenue Share" (as hereinafter defined) multiplied by the "Net Revenue" (as hereinafter defined). The annual rent shall be payable within thirty (30) days after District has received from its independent auditor its certified report of the District's financial statements including a separate statement of the Net Revenue of the Enterprises for the District's prior fiscal year. Provided, however, that in recognition and consideration of the benefit derived by the City and the public from the District's planning, establishing, managing, operating and maintaining the Enterprise Property and the Enterprises, in the event there is no Net

July 2, 2018

Revenue in a given year, the inability of the District to derive any Net Revenue for that year, and inability of the City to receive rent for that year, shall not constitute a default under or breach by District of its obligation to pay rent under this Agreement. There shall be no minimum rent required for any part of the term of this Lease.

4. Net Revenue. For purposes of this Lease the term "*Net Revenue*" is defined as the positive difference between Revenues and Expenses, as described below:

- a. "Revenues" shall include all revenue derived by the District from the use of the Enterprises, including membership fees, season, daily and other admission passes or fees; sales of merchandise, food and beverages; rental of facilities, Dome rental and District programs. All money received directly by non-District independent contractors, vendors or other third parties performing District permitted activities directly to others shall not be considered Revenue. Any fees, rents, commission or other monies paid by such persons/entities to the District for use of District property shall be considered Revenue.
- b. "Expenses" shall include the actual reasonable and necessary costs and expenses incurred by the District in operating, conducting, managing and maintaining the Enterprise Property, including but not limited to all costs and expenses paid by District in connection with actions required or permitted to be taken by District under this Lease, the cost of staff salaries, benefits and expense reimbursement, program expenses, the cost of alterations and maintenance, the cost of goods, equipment and materials, the cost of independent contractor, management and professional services

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contracts, reasonable general administrative costs, capital depreciation, deductions for refunds, returns and uncollectible accounts receivable, and the cost of insurance, risk management services, utilities, taxes and other assessments and miscellaneous charges (collectively, the "Expenses" and individually, an "Expense"). For each of the first two years of the Term, the Parties agree that the District shall be paid an annual management fee equal to an amount that is equal to ~~75~~75% of the annual Expenses. The annual management fee for year three shall be the average of the management fees paid in years one and two. Thereafter, the management fee shall increase by the CPI used for tax cap limitation purposes or some other index agreed to by the Parties.

- c. All major or minor Capital Expenses which exceed annual Net Revenues in any year, may be carried over to future years and operate as a charge against future positive annual Net Revenues as set out in Section 5 below. For the purpose of this Lease, "Capital Expenses" shall be as defined in Section 8.f below)

5. Revenue Share.

- a. For any year during the term of this lease when the District has outstanding obligations related to Minor or Major Capital Projects (as defined in Section 8.e and 8.f below) made at any time to the Enterprise Property or the Enterprises, the Revenue Share shall be equal to 25% of Net Revenues. For all other periods during the term of the lease the Revenue Share shall be equal to 50% of Net

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Revenues. For confirmation of the Revenue Share for each year of the term, the District shall deliver to the City a certified report prepared by its independent auditor of the District's financial statements including a separate statement of the Net Revenue of the Enterprises for the District's prior fiscal year. Such report shall describe whether the District has outstanding obligations related to Minor or Major Capital Projects. For any year in which the District has outstanding major and/or minor Capital Expenses and there is a positive Annual Net Revenue, not including a consideration for major and/or minor Capital Expenses, the City shall receive 25% of said Net Revenue, the District 25% of said Net Revenue, and 50% of the said Net Revenue shall be allocated to pay down the outstanding major and/or minor Capital Expenses until paid in full.

6. Accounting. For the purpose of calculating Net Revenue, the Parties agree to rely on the accounting methods adopted from time to time by the District, provided they are not inconsistent with generally accepted accounting principles.
7. Use. The District shall use the Enterprise Property only for purposes connected with the provision of park and recreational services and programs determined appropriate by the District and which are not inconsistent with any applicable land use covenants and zoning regulations. Except as limited by the foregoing sentence, the District shall exercise sole discretion to determine what activities are operated on the Enterprise Property and may add, remove, replace or substitute programs and activities, including the Enterprises.

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8. Condition: Maintenance; Improvements.

- a. The District has inspected the Enterprise Property, is familiar with the present condition of the Enterprise Property and agrees to accept the Enterprise Property in that condition at the commencement of the Term.
- b. The District shall provide general property maintenance service for the Enterprise Property which shall include keeping the Enterprise Property in a clean condition, free of accumulations of dirt, rubbish and unlawful obstructions as well as provide landscaping and exterior maintenance of all of the grounds including those immediately adjacent to all of the buildings and the parking lots located on the Enterprise Property. All costs incurred by the District pursuant to this subparagraph b shall be considered to be "Expenses."
- c. The District shall keep in good condition the interiors and exteriors of all of the buildings on the Enterprise Property and all entranceways and sidewalks leading thereto. To that end, the District shall provide customary maintenance to all of the Enterprise Property, ~~except the parking areas,~~ as reasonably required under the circumstances.
- d. The cost for the comprehensive repair and replacement of the parking areas, including but not limited to lights, shall be evenly split between the Parties. The District shall invoice the City for the City's share of said cost within 30 days of any project completion, and the City shall pay its share promptly upon receipt of such invoice. No costs associated with the comprehensive replacement of the

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parking area as described in this subparagraph d shall be considered to be “Expenses.”

- e. Minor Capital Projects. Subject to the limitations otherwise described herein, District may exercise discretion to design and construct capital improvements or capital repairs to the Enterprise Property and Enterprises so long as a good faith estimate of the cost for such improvements or repairs is less than \$25,000, adjusted annually by the percentage change in the Consumer Price Index (“Minor Capital Projects”). Upon the District giving notice to the City of its intent to perform and complete Minor Capital Projects by delivering a copy of the design plans and cost estimate therefor, the City shall be granted thirty (30) days to request additions to the District’s design for capital improvements or capital repairs, but the City may not prevent the District from performing Minor Capital Projects. If the City’s additions to the District’s design for Minor Capital Projects result in an incremental change in the cost for design or construction, all incremental costs resulting from the City additions shall be borne solely by the City and shall be paid within thirty (30) days of demand therefor. Minor Capital Projects for which the cost exceeds \$25,000 due to the City’s additions shall nonetheless remain Minor Capital Projects.
- f. Major Capital Projects. For capital improvements or capital repairs for which a good faith estimate of the cost exceeds \$25,000, adjusted

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annually by the percentage change in the Consumer Price Index (“Major Capital Projects”), the cost shall be shared evenly by the Parties unless otherwise agreed to in writing. All expenses related to Capital Projects shall be “Capital Expenses.” Before commencing a Major Capital Project, the Parties shall meet and agree on the project schedule and design, but the City may not prevent the District from performing a Major Capital Project if the District elects to pay for it itself. The District does not have any obligation to perform Major Capital Projects at its own expense. The Parties agree to replace the monument identification sign located on the frontage of U.S. Route 41 within the first 24 months of the term and to evenly share all costs therefor, which costs shall not be considered to be “Expenses”.

g. Notwithstanding the provisions of subparagraphs (d), (e) and (f) herein above, the District shall perform emergency repairs, the cost for which shall be considered an Expense.

9. Surrender. On the termination date of this Lease, the District shall surrender the Enterprise Property except for any portion of Lot 1 which was ever included in the Enterprise Property to the City in the then prevailing condition and additions or alterations made by the District, notwithstanding any investment into such alternations paid for by the City.

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10. Utilities. On a timely basis, the District shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the Enterprise Property. The cost for utilities shall be considered an Expense.
11. Taxes and Assessments. The Enterprise Property currently is exempt from general real estate taxes. It is agreed by the Parties that the District shall pay all real estate taxes, special taxes or special assessments, but only such taxes or special assessments which shall be imposed by State law on a local public entity, which may be assessed against the Enterprise Property as an Expense.
12. Access to Enterprise Property. Notwithstanding the District's exclusive use and control of the Enterprise Property, the City and its agents and employees and independent contractors designated by the City shall have the right to enter upon the Enterprise Property and all portions thereof at any time during the term of the Lease for the purpose of inspecting the Enterprise Property for the enforcement of the Lease; provided, however, that in entering upon the Enterprise Property the persons shall not unreasonably interfere with the District's use of the Enterprise Property.
13. Alterations and Improvements. The District shall be permitted to make ~~new~~ alterations and additions to the Enterprise Property consistent with the terms of this Lease without provided the District receives the prior written consent of the City provided that for such ~~new~~ alterations or additions do not substantially and permanently reduce (without considering Capital Expenses) the expected Net Revenue generated by the Enterprise Property. If such proposed alterations or additions are expected to substantially and permanently reduce the Net Revenue generated by such Enterprise Property, the District

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~~must receive the written consent of the City,~~ which consent shall not be unreasonably withheld. ~~unless such new alteration or addition would have the effect materially reducing the Net Revenue.~~ Any ~~alterations or additions or improvement~~ made to the Enterprise Property ~~by the District, except onto Lot 1 pProperty, by the District~~ and not removed ~~by the District shall~~ upon ~~the~~ termination of ~~the~~this Lease, ~~shall~~ belong to and become the property of the City without cost to the City.

14. Title. The City warrants that it has title to the Enterprise Property, ~~except any Lot 1 property,~~ in fee simple, free and clear of any liens, claims or encumbrances of third parties, except as listed on **Exhibit C**.

15. Continued Access. During the term of this Lease the City will provide to the District continued access to the Lot 3 from U.S. Route 41. Any relocation or reconstruction of the existing access to Lot 3 from U.S. Route 41, and the construction, maintenance and operation of any traffic controls related thereto, shall be performed at no expense to the District.

16. Insurance. The District shall obtain and maintain during the Term insurance coverages in accordance with **Exhibit D**. Cost for insurance shall be considered an Expense.

17. Default.

A. City Default. In the event of a default by City in the performance or observance of any of City's duties or obligations herein contained, and upon the failure of City to cure such default within ten (10) days following written notice thereof from the District (or such longer period of time as may be necessary to cure such default by applying

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consistent, uninterrupted diligence), the District, at its option, may seek all available legal and equitable remedies.

B. District Default. In the event of a default by the District in the performance or observance of any of the District's duties or obligations herein contained, and upon the failure of the District to cure such default within ten (10) days following written notice thereof from the City (or such longer period of time as may be necessary to cure such default by applying consistent, uninterrupted diligence), the City, at its option and as its sole remedy, may seek specific performance of this Agreement.

18. Termination.

a. This Lease shall terminate upon the expiration of the Term and may not be terminated early except for a pattern of repeated material breaches of this Lease by the District or as otherwise permitted by this Agreement.

b. If, at any time, after the first ten (10) years of this Lease, Annual Expenses, not including Capital Expenses, have exceeded Annual Revenues for five (5) consecutive years, the City shall be entitled to terminate this Lease provided that written notice of such termination is given to the District no less than 180 days prior to the stated date of termination. In the event that the City terminates the Lease as set forth in this sub-paragraph, the City shall make the District whole for any outstanding Capital Expenses (as presented by the District and verified by the City) within thirty (30) days after the stated termination date.

b-c. Notwithstanding the foregoing, either party shall have the right to terminate this Lease prior the expiration of the Term once every ten (10) years, on each 10th

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anniversary of the Effective Date, provided that written notice of such termination is given to the other party no less than 180 days prior the 10th year anniversary date. In the event that the City terminates the Lease at any 10th year anniversary date as set forth in this sub-paragraph, the City shall make the District whole for any outstanding Capital Expenses (as presented by the District and verified by the City) within thirty (30) days after the stated termination date.

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e.d. Notwithstanding the foregoing, the City shall have the right to terminate this Lease prior to the expiration of the Term if, in the City's reasonable judgment, the District has, for a period of not less than twenty four (24) consecutive months, abandoned all recreational and park uses of the Enterprise Property. The City shall give the District no less than 120 days' notice to so terminate the Lease, and the District may stop the proposed termination by curing the alleged abandonment within said 120 days.

19. Hazardous Substances.

- a. It is understood the Enterprise Property is located over a "capped" City landfill. Notwithstanding any language to the contrary elsewhere contained in this Agreement or in any applicable law, the District shall not be liable to the City or any person, firm or corporation acting on behalf of the City or its contractors for any damage, loss, expense, response cost or liability, including consultant fees and attorneys' fees, resulting from the presence of ~~h~~Hazardous ~~s~~Substances (as defined below) on, under or around the Enterprise Property or resulting from ~~h~~Hazardous ~~s~~Substances being generated, stored, disposed of or transported to,

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on, under or around the Enterprise Property by the City, its contractors, predecessors in title, or any other third party acting at the request or on behalf of the City (collectively, the “Transfer Property Hazardous Substances Condition”) unless caused by the acts of the District.

- b. For purposes of this Agreement, “Hazardous Substances” shall mean (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive or carcinogenic, (iii) any substance the presence of which the Enterprise Property causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the Enterprise Property or property adjacent thereto, or (iv) any substance the presence of which on the Enterprise Property requires investigation or remediation under any hazardous substance law, as the same may hereafter be amended. “Hazardous Substance Law” means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq.; the Clean Water Act, 33 U.S.C. 1251 et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. 136 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Emergency Planning and Community Right to Know Act (SARA Title III) 42 U.S.C. 11001 et seq.; and any applicable state law or regulation.

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- c. ~~To the fullest extent permitted by law, the~~ District shall defend, indemnify and hold harmless the City and its officers, officials, employees, volunteers and agents from and against all claims, damages losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs), arising out of or resulting from the actions of the District with respect to the Enterprise Property provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the Enterprise Property itself, including the loss of use resulting therefrom, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the District or anyone for whose acts the District may be liable. Any such lawsuit or claim shall be tendered by the City and accepted for defense and indemnification by the District in a timely manner at no cost to the City. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the City would otherwise have. If a dispute arises as to whether or not the tendered lawsuit or claim is the obligation of the City or the District, the prevailing party shall be awarded all reasonable attorneys' fees, expenses and administrative hearing and court costs incurred either directly or indirectly incurred by it in such disputes.
- d. ~~To the fullest extent permitted by law, the~~ City shall defend, indemnify and hold harmless the District and its officers, officials, employees, volunteers and agents from and against all claims, damages losses and expenses, including, but not limited to, investigation or remediation costs, legal fees (attorney's and

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paralegal's fees, expert fees and court costs), arising out of or resulting from the Transfer Property Hazardous Substances Condition ~~actions of the City with respect to the Enterprise Property provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the Enterprise Property itself, including the loss of use resulting therefrom, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the City or anyone for whose acts the City may be liable. Any such lawsuit or claim shall be tendered by the District and accepted for defense and indemnification by the City in a timely manner at no cost to the District.~~ Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the District would otherwise have. If a dispute arises as to whether or not the tendered lawsuit or claim is the obligation of the City or the District, the prevailing party shall be awarded all reasonable attorneys' fees, expenses and administrative hearing and court costs incurred either directly or indirectly incurred by it in such disputes.

20. Assignment. The District may not sublet or assign all or any portion of its interest in this Lease. For purposes of this paragraph the short-term use of the Enterprise Property by organizations or other persons under activity permits granted by the District shall not constitute a sublet or assignment. Notwithstanding the foregoing, the District may execute management agreements with third parties for the operation and maintenance of the Enterprises, provided that such management agreements shall not release the

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District from its obligations under this Lease. The Parties acknowledge and agree that the Dome Agreement, and any successor similar agreement, shall not represent a violation of this paragraph.

21. Notices. Any notice or communication required or permitted to be given under this Lease must be in writing and be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (4) by other electronic means. Notices will be deemed delivered on the date of actual receipt during normal business hours. By notice complying with the requirements of this Section, each party has the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address will be effective until actually received.

Notices and communications to the Park District must be addressed to, and delivered at, the following address:

Park District of Highland Park
Attention: Executive Director
636 Ridge Road
Highland Park, IL 60035

Notices and communications to the City must be addressed to, and delivered at, the following address:

City of Highland Park
Attention: City Manager
1707 St. Johns Avenue
Highland Park, IL 60035

22. Certifications. The Parties certify hereby that they are not barred from entering into this Lease Agreement as result of violation of either Section 33E-3 or Section 33E-4 of

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the Illinois Criminal Code and that each Party has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4) and 5 ILCS 430/70-5. The Parties each represent and warrant that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

23. Casualty/Condemnation. Subject to the protections provided by the District's insurance purchased pursuant to Paragraph 14 of this Lease, City and District shall equally bear all risk of loss. In the event of any casualty or the commencement or threat of condemnation proceedings affecting the Enterprise Property, the City shall give the Park District notice of such event within five (5) days. Within five (5) days from receipt of such notice of such event, the Park District may elect to cancel this agreement and terminate the Lease of the Enterprise Property.

24. Governing Law. This Agreement is governed by and enforced in accordance with the internal laws of, but not the conflicts of laws rules of, the State of Illinois.

25. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the lease of the Enterprise Property and the Enterprises, and this Agreement supersedes every prior agreement and negotiation between the parties, whether written or oral, relating to the subject matter of this Agreement.

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26. Incorporation of Exhibits. Exhibits A through D attached to this Agreement are incorporated into and made a part of this Agreement by this reference.

27. Amendments and Modifications. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

28. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation may be made, or be valid, against any of the Parties.

29. Force Majeure. Neither party shall be held in default under, or in noncompliance with, the provisions of the Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including liquidated damages, termination, cancellation or revocation), where such noncompliance or alleged defaults occurred or were caused by "Force Majeure," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, or other event that is reasonably beyond the party's ability to anticipate or control. Non-compliance or default attributable to Force Majeure shall be corrected as soon as practicable. The party suffering the Force Majeure shall send notice as soon as reasonably practicable following the onset and conclusion of the Force Majeure

30. Master Agreement. To the extent there are any inconsistencies between the Master Agreement and this document, this document shall control.

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31. Existing Management Agreement. The Existing Management Agreement shall remain in effect until December 31, 2018 and shall, without further action of either Party, terminate at midnight on December 31, 2018.

IN WITNESS WHEREOF, each of the Parties has caused this Lease to be executed by its authorized officers as of the date first above written.

CITY OF HIGHLAND PARK

PARK DISTRICT OF HIGHLAND PARK

Nancy Rotering, Mayor

Brian Kaplan, President

ATTEST:

ATTEST:

City Clerk

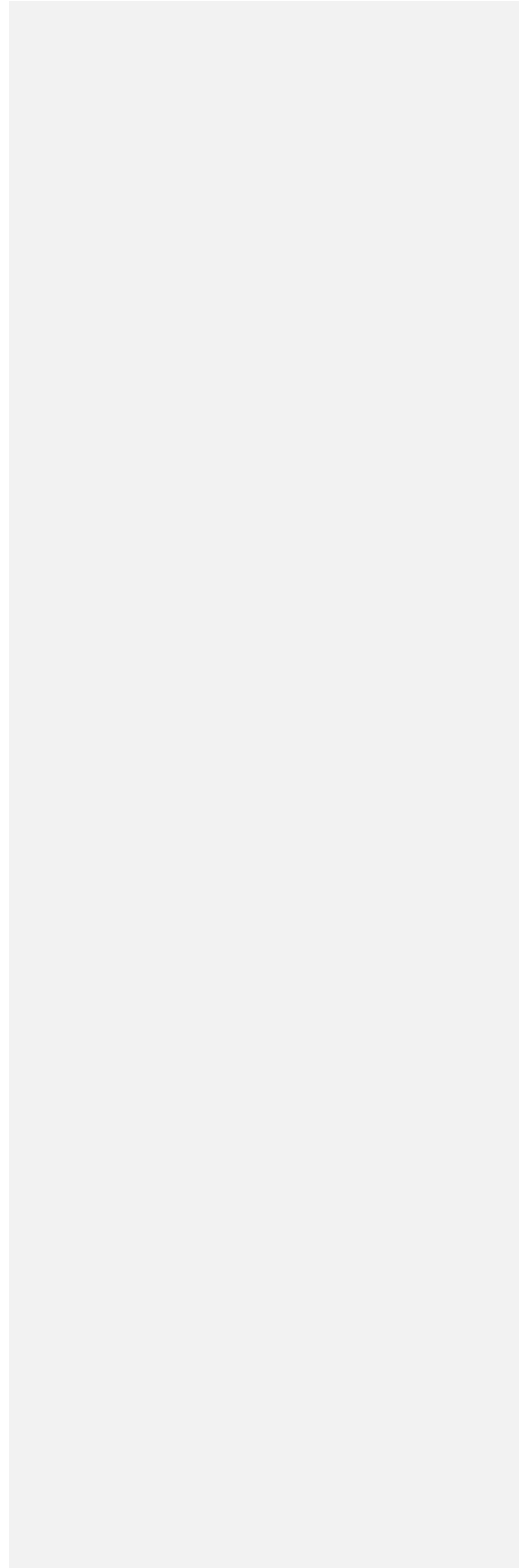
Secretary

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

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EXHIBIT "B"
GRAPHIC DEPICTION OF PROPERTY AND LOTS



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EXHIBIT "C"
PERMITTED ENCUMBRANCES

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EXHIBIT "D"

INSURANCE COVERAGES

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001 1185) or Insurance Services Offices form number GL 0002 covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability, or the most recent revision.
2. Insurance Services Office Business Auto coverage form number CA 0001 0187 covering Automobile Liability, Code 1 "any auto" and endorsement CA 0029 1288.
3. If liquor is to be sold, distributed or provided, Liquor Liability coverage in accordance with Section 6-21 of the Illinois Liquor Control Act.

B. Minimum Limits of Insurance

District shall maintain limits no less than:

1. General Liability: \$3,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location using endorsement CG 25 04 11 85 or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$3,000,000 combined single limit per accident for bodily injury and property damage including coverages for owned, hired or non-owned vehicles as applicable.
3. If A.3 is applicable, liquor liability limits of \$3,000,000 per occurrence combined single limit.
4. The amount of coverage required hereby may be provided by any combination of primary and excess or umbrella liability insurance policies.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be approved by the Parties.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

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1. General Liability, Automobile Liability and Liquor Liability

- a. City, its officers, officials, employees, and agents are to be covered as additional insureds as respects: liability arising out of the Enterprise Property and/or arising out of activities performed by or on behalf of City and/or District. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, or agents.
- b. The insurance coverage provided under this Lease shall be primary insurance as respects the City, its officers, officials, employees, and agents. Any insurance or self-insurance maintained by City, its officers, officials, employees, or agents shall be excess of District's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, officials, employees, or agents.
- d. Coverage shall state that the District's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII and licensed to do business in Illinois. Alternatively, the insurance may be obtained from an intergovernmental self-insurance risk agency or pool.

F. Verification of Coverage

Prior to commencement of the Term, District shall furnish City with certificates of insurance and with original endorsements if applicable effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

[4841-7485-8604, v. 14851-0930-4428, v. 1](#)

Golf Dome Agreement Summary

Agreement Title: First Amended and Restated Concession Site Agreement

Parties to Agreement: City of Highland Park; Park District of Highland Park; and HP Indoor Facility, LLC

Agreement Date: August 26, 2009

Expiration Date: April 15, 2019 (may be extended through April 15, 2024 – See terms below)

Summary of Agreement Recitals:

- The City and District are parties to a certain Agreement for the Exchange, Improvement, Lease and Management of Real Estate, dated as of September 30, 1996 (“Master Agreement”)
- In accordance with the Master Agreement, the City and District are parties to an Intergovernmental Lease and Management Agreement dated as of October 31, 1996 (“Lease”), in which the District operates the City’s Golf Learning Center, also located upon a portion of the HPCC premises.
- HP Indoor Facility, LLC (“Grantee”) desires a license to operate a concession as part of the City’s operation of the HPCC and to cooperate with the District to operate the concession adjacent to the Golf Learning Center parking lot, including the erection of an air supported canopy for indoor recreation uses including golf, soccer, lacrosse, field sports practice and game uses. Collectively referred to as the Dome.

Summary of Agreement Sections:

License and Term (Section 2):

- The City grants to Grantee a non-exclusive License to use the Site.
- First term of License October 1, 2009 – April 15, 2010.
- License automatically and without further action on the part of any Parties shall be extended for nine (9) successive periods, with each period commencing on October 15 and ending on April 15 of the following year. Final period to expire April 15, 2019.
- City has option to extend the license for five (5) additional successive Periods, through April 15, 2024, upon Grantee’s written request to City on or before April 15, 2019, which approval may be withheld at the sole discretion of the City.
- Grantee shall pay to the District the costs of all utilities serving the Site including but not limited to natural gas, electricity, and water.

Concession (Section 3):

- Grantee has exclusive right to erect the Dome. Concession may include a pro shop sales center, restaurant, food and beverage stands, and/or vending machines, giving of lessons, and/or other uses accessory to the foregoing uses and the Concession.
- Grantee must apply for and obtain all applicable licenses as required by local, State, and/or Federal law.
- All employees working the Concession shall be employed by the Grantee and not deemed City or District employees.

License Fee (Section 4):

- Grantee shall pay an annual License Fee to the City Manager at City Hall as follows:

<u>Period</u>	<u>Amount Payable each Oct. 1</u>	<u>Amount Payable each Feb. 1</u>
Initial	\$25,000.00	\$25,000.00
2 thru 5	\$25,000.00	\$25,000.00
6 thru 10	\$27,500.00	\$27,500.00
11 thru 15 (option)	\$30,000.00	\$30,000.00

- On the first date of each November, December, January, February, March, and April, the Grantee shall pay the City an amount equal to two percent (2%) of the gross sales realized by the Grantee in the preceding month.

Security (Section 5):

- The Grantee shall have full responsibility for security of the Site, the Dome, Registration Building parking lot, and additional on-Site parking, with the understanding that the City will continue its current and usual practice of routine police patrols.
- District will continue its current and usual practice of snow plowing the Registration Building parking lot as well as the additional on-Site parking.

Development (Section 7):

- All sole cost and expense, Grantee undertake all necessary actions to ensure proper maintenance of the Dome and all appurtenances or improvements to the Site.
- Grantee shall build or cause to be built the Dome and improvements to the Site and HPCC in compliance with the agreement and the Site Plan included in the agreement.
- The Grantee may not take any action to pierce or cause to be pierced the cap over the landfill at the Site or remove fill.

Right of Entry – Obligation of Removal (Section 8):

- The Canopy, revolving door, and mechanical equipment shall remain personal property and shall belong and be removable by the Grantee during the Term, unless the License or the Agreement are terminated earlier, then for 90 days after such date prior the last day of the Term.
- Except as otherwise set forth in the Agreement, any and all underground improvements, including but not limited to additional on-site parking lot, steel pylons, footings and foundations installed to support the Canopy – all constructed by the Grantee, shall belong to the City upon termination of the License and/or the Agreement.

Maintenance of the Site – Removal at Expiration of the Term (Section 10):

- At the expiration of the Term or termination of the License or Agreement, the Grantee will remove (to the ground level) the Dome, the Canopy, and all other aboveground improvements and equipment constructed, made or installed by the Grantee, but will not restore the chipping area, and will yield up the Site in at least as good condition as when it was entered upon by the Grantee, ordinary wear and tear expected.
- Upon 60 days of the termination of the License, at the sole discretion of the City, the Grantee will either: 1) remove the footings and foundations but not the steel pylons from the Site and transport the broken concrete and other debris to the Public Works Campus and prepare the site for planting grass; or 2) cover the footing and foundations installed to support the Canopy with clean soil fill. Following its completion of either option, Grantee shall plant grass seed on the Site.
- Grantee shall remove all trash, debris and litter from the Site including but not limited to the Registration Building parking lot and on-site parking lot.
- Grantee shall close the Concession for business each day during the hours of 1AM and 6AM.
- Between periods following removal of the Canopy, the District will maintain the Site as part of its operation of the Golf Learning Center.
- If the Site is abandoned by the Grantee and after receiving notice, the Grantee fails to resume activity at the site within 90 calendar days, the City will have the option in its discretion to take ownership of any and all personal property at the Site.

Seasonal Removal of the Canopy (Section 13):

- On or before each April 15 following each of the Periods, at its sole cost and expense, the Grantee shall cease operations of the Concession and within fourteen (14) days remove all temporary structures including but not limited to the Canopy but excluding the revolving door, mechanical equipment, foundations and footings.

- The Grantee is allowed to store the Canopy at the west side of the Site, provided the Canopy is covered with suitable screening.
- In the event of unseasonable weather, the Grantee may request to extend the operation of the Concession through April 30th of the Period. Authorization to extend shall be at the discretion of the District.

Liens (Section 14):

- The Grantee shall indemnify the City and the District from all liens or claims for lien for labor or materials.

Destruction of the Dome (Section 18):

- In the event the Dome is destroyed or damaged to the extent of fifty percent (50%) or more of its replacement cost, the Grantee or the City may terminate the Agreement.

Security Deposit (Section 19):

- Upon execution of the Agreement, the Grantee shall deposit with the City and maintain a guarantee in the amount of \$50,000. Any and all interest earned on the security deposit will be the property of the City and the District and will not be returned to the Grantee.
 - May be in the form of a cash bond or a Letter of Credit in the amount of \$50,000

Right to Inspection (Section 20):

- City shall have the right to inspect all construction, reconstruction or installation work performed by the Grantee.
- The City may request and there shall be conducted with the Grantee evaluation and review sessions at any time during the Term. Review sessions may include but not be limited to rates, Grantee's performance, programs offered to the public, public complaints, and City audits of the Grantee's books to determine Gross Sales.

First Refusal Option of City and District (Section 21):

- In the event the Grantee, during the term, commences negotiations for the sale of the Canopy, before making any sale of any part of the Canopy to a person other than the City, the Grantee upon receipt of an offer, give notice to the City and the District. The City and District shall have the option for 30 days after receipt of the Notice to purchase all of the Canopy with respect to the offer made.

Sale or Lease of Property (Section 24):

- The City shall have the right to sell, convey or otherwise assign ownership of or to lease the premises to the District in accordance with the Master Agreement. All rights of the City under the Agreement shall inure to the benefit of the City's successors and assigns.

**FIRST AMENDED AND RESTATED
CONCESSION AND SITE AGREEMENT**

THIS CONCESSION AND SITE AGREEMENT (the or this “**Agreement**”), made as of the 26 day of August, 2009, between the CITY OF HIGHLAND PARK, an Illinois municipal corporation and home rule unit (the “**City**”), THE PARK DISTRICT OF HIGHLAND PARK, an Illinois park district and unit of local government (the “**District**”), and HP Indoor Facility, LLC (the “**Grantee**”), an Illinois limited liability company (the City, the District, and the Grantee are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties**”);

WITNESSETH:

WHEREAS, the City is the owner of certain real estate (the “**Premises**”), being a portion of the Highland Park Country Club and depicted on the **Site Plan**, dated October 21, 1999, and prepared by Infracon, Inc., which plan is attached hereto and hereby made a part hereof as **Exhibit A**, all located within the corporate limits of the City; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et. seq.*) empowers contracting public agencies to exercise the powers, functions, privileges, or authority which any of the public agencies so contracting is authorized to perform; and

WHEREAS, the City and the District are parties to a certain Agreement for the Exchange, Improvement, Lease and Management of Real Estate, dated as of September 30, 1996, as now, and hereinafter may be, amended (the “**Master Agreement**”); and

WHEREAS, in accordance with the Master Agreement, the City and the District are parties to a certain Intergovernmental Lease And Management Agreement dated as of October 31, 1996 (the “**Lease**”) , pursuant to which the District operates the City’s Golf Learning Center, also located upon a portion of the Highland Park Country Club premises; and

WHEREAS, the Grantee desires to obtain a license to operate a concession as part of the City’s operation of the Highland Park Country Club and to cooperate with the District in order that the Grantee may operate the concession adjacent to the Golf Learning Center parking lot, which concession entails the erection of an air-supported canopy (hereinafter referred to as “**Canopy**”) for indoor recreation uses, including golf practice and driving range, soccer, lacrosse, multiple field sports practice and game uses not inconsistent with zoning, and related equipment (hereinafter said indoor recreational uses, and related equipment are referred to collectively as “**Dome**”) and to install and thereafter operate and maintain the Dome, open and available to the general public, as and for the indoor recreational uses and other related uses (hereinafter the operation of the Dome and other related uses are referred to collectively as “**Concession**”); and

WHEREAS, for the purpose of the operation and maintenance of additional parking and the Dome, the Grantee's Concession license will permit it to utilize the existing Golf Learning Center parking lot as well as an area adjacent to the Golf Learning Center parking lot, including ingress thereto and egress therefrom for vehicles/pedestrians/utilities, for the erection of the Canopy (hereinafter said Golf Learning parking lot, area with ingress thereto and egress therefrom for vehicles/pedestrians/utilities, and the area adjacent to the Golf Learning Center parking lot are generally and collectively referred to as "Site") substantially shown upon the Site Plan, (**Exhibit A** hereto); and

WHEREAS, on the 18th day of November 1999 the initial Concession and Site Agreement was executed by the City, District, and Midlane Dome, LLC; and

WHEREAS, nothing contained in this Agreement is intended to amend or supersede the terms of the Master Agreement or the Lease;

NOW, THEREFORE, in consideration of the terms, conditions and amount of the license fee and other good and valuable consideration as set forth herein, the adequacy of which is acknowledged hereby, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The above and foregoing recitals are incorporated herein as though fully set forth in the paragraph.

2. LICENSE AND TERM. The City hereby grants to Grantee a non-exclusive license (the "License") to use the Site described above, situated as shown upon said Site Plan (**Exhibit A** hereto), during the periods set forth in this Agreement. The grant of this License includes the Concession (as described above) and non-exclusive licenses to the Grantee and its invitees to use utility "feeds" and Registration Building parking Lot but not including use of the registration building – all located upon the Site. The first term of this License shall commence on October 1, 2009 and expire on April 15, 2010 (hereinafter referred to as the "Initial Period"). Thereafter (unless sooner terminated as provided in this Agreement) this License automatically and without further action on the part of any of the Parties shall be extended for nine (9) successive periods, with each such period commencing on October 15 and ending on April 15 of the following year. Each interval beginning October 15 and ending April 15 of the following year is hereinafter sometimes referred to as a "Period". . The City will have the option, to extend to the Grantee five (5) additional successive Periods upon Grantee's written request to City on or before April 15, 2019 which approval may be withheld at the sole discretion of the City.; provided, however, that following the date of this Agreement, the Grantee shall be permitted access to the Site as set forth in Section 8 hereof. The word "**Term**" as used hereinafter shall be deemed to include the Initial Period and all extensions of the Initial Period, if and when occurring as provided herein.

(A) Intentionally deleted.

(B) In all events, during the Initial Period and each Period during the Term of this Agreement, the Grantee shall pay promptly to the District the costs of all utilities serving the Site, including but not limited to natural gas, electricity, and potable water.

3. CONCESSION. Pursuant to the terms of the License and this Agreement, the Grantee shall have the exclusive right to erect the Dome upon the Site for the purpose of the operation and maintenance by the Grantee of the Concession. It is understood that the "related uses" involved with the Concession may include a "pro shop" sales center, restaurant, food and beverage stands and/or vending machines, the giving of lessons, and/or other uses accessory to the foregoing uses and the Concession. It is also understood, however, that the Grantee must apply for and obtain all applicable licenses including without limitation a business license and a liquor license as required by local, State, and/or Federal law, rule, and/or regulation, for any or all of such given uses or accessory uses and that such licenses are not and shall not be deemed to have been applied for and/or issued by reason of the Parties having entered into this Agreement. All employees working the Concession upon the Site shall be employed by the Grantee and shall not be deemed City or District employees. Without the express written approval of the City:

(A) The Grantee will not sell any commodity upon the Site other than those stipulated in this Agreement and will conduct its operations without infringement upon the rights of others, confining same to the Site as hereinbefore set forth, and

(B) No exterior signage shall be permitted other than that shown upon **Exhibit B (Signage and Landscape Plan)** attached hereto and hereby made a part hereof or as otherwise allowed by the City.

4. LICENSE FEE. The Grantee shall pay an annual License Fee (hereinafter referred to as "Fee") for the Concession, in the amounts and at the times thereof set forth in Subsections (A) and (B) below, to the City Manager at City Hall, 1707 St. Johns Avenue, Highland Park, Illinois, 60035, or such other person or place as the City may designate from time to time by Notice to the Grantee.

(A) Base charges:

<u>Period</u>	<u>Amount Payable each Oct. 1</u>	<u>Amount Payable each Feb. 1</u>
<u>Initial</u>	<u>\$25,000.00</u>	<u>\$25,000.00</u>
2 thru 5	\$25,000.00	\$25,000.00
6 thru 10	\$27,500.00	\$27,500.00
11 thru 15 (option)	\$30,000.00	\$30,000.00

(B) Percentage Charges. On the first date of each November, December, January, February, March and April through the Extended Term the Grantee shall pay the City an amount equal to two percent (2%) of the gross sales realized by the Grantee in the preceding month.

5. **SECURITY.** During each Period and until the Dome has been removed by the Grantee from the Site following each Period, including the Initial Period, the Grantee shall have full responsibility for security of the Site, the Dome, Registration Building parking lot, and additional on-Site parking, with the understanding that the City will continue its current and usual practice of routine police patrols and the District, as part of its operation of the Golf Learning Center, will also continue its current and usual practice of snow plowing the Registration Building parking lot as well as the additional on-Site parking.

6. **ZONING.** Prior to the effective date hereof, the City Council of the City has adopted a suitable ordinance granting side yard and height variations in accord with the recommendation of the Zoning Board of Appeals of the City following a public hearing conducted by it pursuant to a joint application for such variations files by the City and the Grantee.

7. **DEVELOPMENT.** At is sole cost and expense, the Grantee will undertake all of the necessary actions to ensure proper maintenance of the Dome and all appurtenances or improvements to the Site in accordance with all City ordinances and building codes, and other reasonable requirements.

(A) No construction of structures or additions thereto and no improvement of the Site shall be undertaken or allowed unless such construction or improvement is undertaken as part of the Concession, approved by the City and the District and in accord with the Site Plan (**Exhibit A** hereto).

(B) The Grantee shall build or cause to be built the Dome and the improvements to the Site and the Highland Park Country Club in compliance with the terms of this Agreement and the Municipal Code of the City, including but not limited to the Building Code and shall submit to the building official of the City (hereinafter referred to as "**Building Official**") an application for any necessary building permit(s) accompanied by building permit plans (hereinafter referred to as "**Building Permit Plans**") as required, and payment of all applicable permit, and other fees.

(C) Intentionally deleted.

(D) It is further understood that the Grantee may not take any action to pierce or cause to be pierced the cap over the landfill at the Site or remove fill.

(E) No certificate of occupancy for the Dome or any part thereof shall be issued unless and until the Improvements set forth upon Site Plan (**Exhibit A** hereto) have been completed and approved in writing for use by the Building Official and the City Engineer of the City.

(F) Minor changes in the Site Plan (**Exhibit A hereto**), **Signage and Landscape Plan (Exhibit B hereto)** and the location, siting, and height of structures, streets, driveways, and open spaces may be authorized by the City Manager subject to the consent of the District which consent will not be reasonably withheld, if such changes are required by engineering or other circumstances not foreseen at the time of the Site Plan (**Exhibit A hereto**) were approved. Nothing in this Subsection shall be construed to indicate that the City Manager must approve any changes requested.

8. RIGHT OF ENTRY – OBLIGATION OF REMOVAL. The erection of all temporary structures, including but not limited to the inflatable Canopy itself, to be erected by the Grantee by reason of this Agreement must first be approved in writing by the Building Official of the City, which will not be unreasonably withheld provided the Grantee complies with all applicable codes, City ordinances and terms and provisions of this Agreement. In addition, prior to the Initial Period, the Grantee will not commence the erection of the Canopy or use of the Site without prior written approval of the Grantee's construction schedule (hereinafter referred to as "**Construction Schedule**") by the City and the District. The Grantee shall present this Construction Schedule to the City and District and include therein "time lines" within which it is anticipated the work of erecting the Canopy and the Dome will be completed. It is understood that the Grantee will use its best efforts to alert the City and District of changes to the Construction Schedule within 24 hours of the Grantee becoming aware of the fact that the time line contained in the Construction Schedule cannot be maintained.

(A) In accord with the foregoing, the Grantee shall be permitted access to the Site to commence installation of the requisite infrastructure and the Dome, and the Grantee and the Grantee's agents or employees shall have the right at any time during the Term hereof, at its own expense (i) to install upon or in the Site improvements and equipment necessary to support and maintain the Dome and the Concession License granted hereby, and (ii) to remove any such improvements and equipment so constructed, made or installed. Furthermore, commencing on September 1 prior to each Period during the Term hereof, the Grantee is given hereby access to the Site to install the Canopy and the Dome. In addition to supplying a Construction Schedule to the City and District, the Grantee shall coordinate the initial installation of the infrastructure, Canopy, and Dome as well as all subsequent installations thereof with the District in order to minimize disruption to the operations of the Highland Park Golf Learning Center. In order to further the City and District's programs, the Grantee will afford the District and City the privileges set forth on **Exhibit D** attached hereto and made a part hereof.

(B) The Canopy, the revolving door, and mechanical equipment shall remain personal property and shall belong and be removable by the Grantee during the Term hereof, and until the end of the Term, unless the License and/or this Agreement are earlier terminated, then for ninety (90) days after such date prior to the last day of the Term. Except as otherwise set forth in this Agreement, any and all underground improvements, including but not limited to the additional on-Site parking lot, the steel

pylons, footings and foundations installed to support the Canopy – all constructed by the Grantee, shall belong to the City upon the termination of the License and/or this Agreement.

9. LANDSCAPING – SCREENING. All improvements on the Site shall be appropriately landscaped, fenced, and/or earth bermed (hereinafter referred to as “Screening”). Such Screening shall conform substantially with that shown upon the **Signage and Landscape Plan (Exhibit B hereto)** and otherwise comply with the applicable portions of the City Code and, where such Screening is required pursuant to the terms of this Agreement, such Screening shall be approved in writing by the Director of Community Development of the City subject to the consent of the District which consent will not be reasonably withheld prior to the operation of the Concession during each Initial Period and Period hereof, which approval will not be unreasonably withheld. Between Periods, the revolving door and mechanical equipment will be screened from the view of persons using the Golf Learning Center.

10. MAINTENANCE OF THE SITE – REMOVAL AT EXPIRATION OF THE TERM.

(A) The Grantee shall keep the entire Site in good condition and repair in accordance with applicable ordinances of the City and the District. At the expiration of the Term or such earlier date as this Agreement and/or the Concession License is terminated, the Grantee will remove (to the ground level on the date hereof) the Dome, the Canopy, and all other aboveground improvements and equipment constructed, made or installed by the Grantee but will not restore the “chipping area”; and will otherwise yield up the Site in at least as good condition as when the same was entered upon by the Grantee, ordinary wear and tear and loss by causes beyond the Grantee’s control expected. It is understood that within sixty (60) days of the termination of the Concession License, at the sole discretion of the City as provided in writing, the Grantee will either: (1) remove the footings and foundations but not the steel pylons, from the Site and transport the broken concrete and other debris resulting from such removal to the City’s Public Works Campus north of the Site (location of disposal to be directed by the Director of Public Works and allowed without the necessity of paying a dumping charge) and prepare the Site for the planting of grass; or (2) cover the footings and foundations installed to support the Canopy with clean soil fill. Following its completion of either of the above, at its sole cost and expense, the Grantee shall plant grass seed on the Site, and otherwise finalize this work to the satisfaction of the City Engineer of the City. In the event the City or the District gives Notice of its intent to exercise its option of first refusal as set forth in Section 20, the requirements of this Section shall be deemed waived and the Grantee will not remove any of the equipment or improvements including the Dome.

(B) The Grantee warrants that it shall, on a daily basis during each of all of the Periods, including the Initial Period, during the Term hereof:

(1) Remove or cause to be removed all trash, debris and litter from the Site, including but not limited to, the Registration Building parking lot and on-Site parking lot.

(2) Maintain the Dome and all of the improvements upon the Premises in a slightly condition and in good order and repair, ordinary wear and tear excepted.

(3) Allow the City and the District to access the Site and to enforce its ordinances, and

(4) Close the Concession for business each day during the hours of 1:00 a.m. and 6:00 a.m.

(C) During the Term hereof, it is understood that between Periods following the removal of the Canopy, the District will maintain the Site as part of its operation of the Golf Learning Center.

(D) In the event that the Site is abandoned by the Grantee and after receiving notice thereof, the Grantee fails to resume activity at the Site within ninety (90) calendar days, the City will have the option in its sole discretion to take ownership of any and all personal property located at the Site.

11. PERMITS – APPLICATIONS. The Grantee and its agents may apply to governmental authorities and public utility companies, in the Grantee's name, or jointly with the City and/or District for the approvals and licenses required of or deemed useful by the Grantee for its use of the Site, or in order to construct or make improvements, or to install equipment, pursuant to this Agreement. The Grantee shall reimburse City and/or District for any reasonable costs incurred by the City and/or District in connection with the foregoing. The Grantee shall pay all license, permit and inspection fees ("Additional Fees") required by applicable laws, codes and City ordinances in connection with its use of the Site or the conduct of the Concession business. Such Additional Fees shall be in addition to the License Fee set forth in Section 4 of this Agreement.

12. CONDITIONS SUBSEQUENT. The Grantee's obligations hereunder are contingent upon the Grantee's receipt of the approvals and licenses referred to in this Agreement on or before October 15, 2009. If the Grantee fails to obtain said approvals and licenses by said date, by giving Notice to the City on or before October 7, 2009, the Grantee shall have the option either to waive such contingencies in the event the Grantee has not received such approvals and licenses by said date and thereby maintain this Agreement in effect or to terminate this Agreement. If the Grantee exercises the option to waive such contingencies, such waiver will not relieve the Grantee from obtaining said approvals and licenses prior to commencing operation of the Dome. In the event the Grantee exercise the option to terminate this Agreement by the Grantee, except for the Grantee's obligations contained in Section 8 of this Agreement and the Grantee's obligations theretofore incurred pursuant to this Agreement, the Concession License and this Agreement shall forthwith terminate and end on the date specified in such Notice;

provided however, the City shall be entitled to retain all licenses and other Fees theretofore paid by the Grantee and to collect from the Grantee as well as any part of the Fee due and owing as a result of the operation of the Concession prior to the effective date of such termination pursuant to such Notice.

13. SEASONAL REMOVAL OF THE CANOPY. On or before each April 15 following each of the Initial Period and succeeding Periods (other than the last Period prior to termination of this Agreement), at its sole cost and expense, the Grantee shall cease operation of the Concession and within fourteen (14) days remove or cause to be removed from the Site all temporary structures including but not limited to the Canopy itself but excluding the revolving door, mechanical equipment, and foundations and footings. Notwithstanding the foregoing, it is understood that the Grantee will be allowed to store the Canopy at the west side of the Site, provided that the Grantee covers the Canopy with suitable Screening and otherwise conceals such stored Canopy from the view of the general public or otherwise provide a new green outdoor cover/tarp to reduce staining during off season. In addition, the revolving door need not be removed from the Site but will be constructed of the highest quality stainless steel. The area in close proximity to the revolving door shall also be landscaped with Screening in accord with **Exhibit B (Signage and Landscape Plan)** in order to conceal the revolving door from the view of persons using the Golf Learning Center between the Periods. In the event of unseasonable weather, the Grantee may request to extend the operation of the Concession through April 30th of the Period. Written authorization to extend the Concession shall be at the sole discretion of the District.

14. LIENS. The Grantee shall indemnify the City and the District from all liens or claims for lien for labor or materials by reason of any work done or material furnished by the Grantee in connection with construction pursuant to this Agreement. If any such lien or claim for lien is filed against the Site, the City and/or the District, as the case may be, shall give Grantee Notice thereof and the Grantee shall take such steps as are necessary to remove the lien. If such lien has not been corrected within thirty (30) days after such Notice or if the Grantee fails to commence to cause removal of the lien within such period and thereafter diligently pursue the removal of the lien, the City and/or the District (as the case may be), without inquiring into the validity thereof, may remove the lien at its expense, and the Grantee shall repay the City and/or the District, as the case may be, for any amounts so advanced within fifteen (15) days after receipt of a Notice containing the City's and/or the District's, as the case may be, statement therefore.

15. INSURANCE. During the term hereof, Grantee shall, at its expense, obtain insurance of the types and in the amounts listed below and shall provide a Certificate of Insurance and Endorsement naming the City and the District as an additional insured. The City and the District reserve the right to require modifications in the amount and or types of insurance required to be maintained by the Grantee at any time during the Term of this Agreement

(A) Commercial General and Umbrella Liability Insurance

1. Grantee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.
2. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
3. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion or collapse, or underground property damage.
4. The City and the District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the City and the District. Any insurance or self-insurance maintained by the City and the District shall be excess of the Grantee's insurance and shall not contribute with it.
5. If the City and the District have not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Grantee waives all rights against the City and the District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Grantee's use of the premises.

(B) Business Auto and Umbrella Liability Insurance

1. If applicable, Grantee shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.
2. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

(C) Workers Compensation Insurance

1. If applicable, Grantee shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
2. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City and the District for all activities of the Grantee, its employees, agents and subcontractors.

(D) Property Insurance

1. All risk property insurance covering the property of Grantee including improvements and betterments to the premises, and business interruption coverage, for the actual cash value of the improvements, and specifically including direct physical damage, loss, or damage including but not limited to fire, lightning, explosion, collapse, flood, Named Windstorm, earthquake, sinkhole, boiler & machinery, etc. Grantee's business interruption coverage shall name the City as loss payee relative to the City's entitlement to 2% of the gross revenue pursuant to section 4(b) above.

(E) Builder's Risk Insurance

1. In those cases where Grantee makes the initial construction of improvements or any subsequent Grantee's Work, as provided herein, Grantee shall further procure, or have its contractors and subcontractors procure, and maintain in full force and effect during the term of such contract for Grantee's Work and until all Work is accepted by City and District, builder's risk insurance for the replacement cost of the improvements being constructed.

(F) General Insurance Provisions

1. Evidence of Insurance

Prior to taking occupancy, Grantee shall furnish the City and the District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to The City and the District prior to the cancellation or material change of any insurance referred to therein. Written notice to the City and the District shall be by certified mail, return receipt requested.

Failure of the City and/or the District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the City and the District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Grantee's obligation to maintain such insurance.

The City and the District shall have the right, but not the obligation, of prohibiting Grantee from occupying the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City and the District.

Failure to maintain the required insurance may result in termination of this lease at the City and the District's option.

Grantee shall provide certified copies of all insurance policies required above within 10 days of written request for said copies by the City or the District.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the City or the District has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Grantee's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-insured Retentions

Any deductibles or self-insured retentions must be declared to the City and the District. At the option of the City and the District, the Grantee may be asked to eliminate such deductibles or self-insured retentions as respects the City and the District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Contractors and Subcontractors

Grantee shall cause each contractor and/or subcontractor employed by Grantee to purchase and maintain general liability, business auto liability, and workers' compensation insurance of the type specified above. When requested by the City and/or District, Grantee shall furnish copies of certificates of insurance evidencing coverage for each contractor or subcontractor.

16. INDEMNIFICATION. As used in this Section: (a) "City" includes the City, other grantees and franchisees using the public property at, near or on the Site and their officers, agents, and employees; (b) "District" includes the District, its commissioners, officers, employees, agents and volunteers. "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including but not limited to court costs and legal (attorneys' and paralegal) fees, which may result directly or indirectly from: (a) injury to or death of any persons whomsoever (including City's and the District's officers, agents, and employees, the Grantee's officers, agents, and employees, as well as any other person); (b) damage to or loss or destruction of property at, near, or on the Site; (c) Grantee's breach of or failure to perform any of its obligations or covenants under this Agreement; and (d) loss of revenue or use, or any other damages.

(A) In consideration of the License and permission herein granted, the Grantee shall indemnify and hold harmless jointly and severally the City and the District from any Loss which may be due to or arise directly or indirectly from: The prosecution of any work or the conduct of any operation or use contemplated by this Agreement, including but not limited to the installation, construction, maintenance, repair, renewal, modification, reconstruction, relocation, or removal of the Dome or any part thereof; or the presence, operation, or use of the Dome or contents escaping therefrom, or the collapse thereof; except to the extent that the Loss is caused by the willful and wanton conduct of the City, in the case of the City, or the District, in the case of the District.

(B) The City and the District shall not be liable to the Grantee, its permitted assignees, agents, lessees, or invitees for any damage or injuries (including death) to any person or damage to or theft of any of their properties except to the extent that injuries thefts or damages are caused by the willful and wanton conduct of the City, in the case of the City, or the District, in the case of the District.

(C) The City will indemnify and hold harmless the Grantee, its agents and employees from any Loss (including costs, expenses, and attorneys' fees) which is due to or arises directly or indirectly from the willful and wanton conduct of the City, its officers, agents and employees. Nothing herein shall be construed to be a waiver by the City of any of its immunities available by statute or common law. The City specifically reserves the right to raise said immunities on behalf of it, its officers, agents and employees for any claims made pursuant to this paragraph.

(D) The District will indemnify and hold harmless the Grantee, its agents and employees from any Loss (including costs, expense, and attorneys' fees) which is due to or arises directly or indirectly from the willful and wanton conduct of the District, its officers, agents and employees. Nothing herein shall be construed to be a waiver by the District of any of its immunities available by statute or common law. The District specifically reserves the right to raise said immunities on behalf of it, its officers, agents and employees for any claims made pursuant to this paragraph.

17. Intentionally Deleted.

18. DESTRUCTION OF THE DOME. In the event the Dome is destroyed or damaged to the extent of fifty percent (50%) or more of its replacement costs, at its sole option the Grantee, or at its sole option the City, may terminate this Agreement. The Dome and related equipment must be removed from the Site within thirty (30) days after the occurrence of such destruction or damage at which time the site must be restored in accordance with Section 10A.

19. SECURITY DEPOSIT. Upon the execution hereof, in order to assure the City the Grantee will perform in a timely and proper manner its obligations under this Agreement, at the time of the execution hereof, the Grantee shall deposit with the City Clerk of the City and thereafter continue to maintain, a guarantee (hereinafter referred to as "**Financial Guarantee**") in the amount of \$50,000. Any and all interest earned on the security deposit will be the property of the City and the District and will not be returned to the Grantee.

(A) If the Grantee fails to perform any of its obligations under this Agreement, the City shall, except for the case of emergency, give written Notice to the Grantee specifying the manner in which the Grantee has failed to so perform. If such failure has not been corrected within thirty (30) days after such Notice or if such work has not been commenced to cause such cure within such period and thereafter diligently pursued to completion, the City may enter upon the Premises and perform such work as may be necessary to correct such failure. In the event of an emergency, the definition and determination of which shall be within the sole discretion of the City, the City may cause persons to enter upon the Premises to exercise and perform such work as necessary to correct such failure of the Grantee. By reason of its performance of such work, the City shall not be liable or responsible to the Grantee or any person, firm or corporation claiming through the Grantee for any losses or damage thereby sustained by the Grantee or any one claiming by or under the Grantee, except for the City's wanton or willful conduct. The Grantee shall be liable for the cost of such work and shall promptly reimburse the City for such costs together with interest at the prime rate established by the Northern Trust Company, Chicago, Illinois, from time to time (hereinafter referred to as "**Prime Rate**") plus two percent (2%) calculated from the date of expenditure until repayment. If the Grantee fail to reimburse the City within thirty (30) days after receipt of a Notice including a statement for such work from the City, then said indebtedness shall constitute a lien against the title to the Dome and the City shall have the option to draw

upon the Financial Guarantee and reimburse itself the full amount of its costs in performing said work.

- (B) This Financial Guarantee shall consist of one of the following:
 - (1) A cash bond in the amount of \$50,000; or
 - (2) A **Letter of Credit** (substantially in the form of **Exhibit C** hereto) issued by a bank having assets at least equivalent to those of the Northern Trust Company of Chicago, Illinois, in the amount of \$50,000.

- (C) Intentionally Deleted.

20. RIGHT OF INSPECTION AND REVIEW. The Parties acknowledge that the use of indoor domes is a changing field. Therefore, in order to provide the maximum degree of flexibility in this Agreement, the following evaluations and review provisions will apply.

(A) The City shall have the right to inspect all construction, reconstruction or installation work performed by the Grantee and/or its contractors under the provisions of this Agreement and the Concession in order to ensure the Grantee's compliance and to protect the health, safety and welfare of the general public.

(B) The City may request and there shall be conducted with the Grantee evaluation and review sessions at any time or times during the Term of this Agreement, and the Grantee shall cooperate in such review and evaluation; and/or

(C) The subjects of these evaluations and review sessions may include, but are not limited to, rates, the Grantee's performance, programs offered to the general public, public complaints, and City audits of the Grantee's books to determine Gross Sales.

As a result of these evaluations and review sessions, the City or the Grantee or both may determine that a change in the terms of this Agreement may be appropriate. In that event, either Party may propose modifications to this Agreement in the manner provided by Section 28 hereof.

21. FIRST REFUSAL OPTION OF CITY AND DISTRICT. In the event of the Grantee, during the term hereof commences negotiations for the sale of the Canopy, and further, in the event that the Grantee is successful in its negotiations, before making any bona fide sale of all or any part of said Canopy to a person other than the City, the Grantee shall, upon receipt of a bona fide offer, first give notice to the City and the District, which Notice shall state therein (i) the Grantee's desire and intention to sell; (ii) the full details of the bona fide offer received by the Grantee, or other complete description of the transaction, and (iii) the full and complete description of the Canopy or portion thereof to be so sold. Such Notice shall constitute an irrevocable offer to sell the

described Canopy to the City and/or District at the purchase price and upon the same terms and conditions as offered by the bona fide prospective purchaser. For a period of thirty (30) days after the receipt of such Notice, the City and/or District shall have an option to so purchase all of the Canopy with respect to which the Offer is made. If the City or District elects to exercise its option to so purchase within said thirty (30) days, the City or District shall transmit Notice of such election to the Grantee, which Notice shall state therein the City or District's agreement to purchase the offered Canopy at the offered price and in accordance with and subject to the terms as previously communicated, and on the closing date, the City or District shall make payment of the purchase price in the same manner and upon the same terms as offered by the bona fide prospective offeror referred to in the Notice of the Grantee to the District. In the event Notice of the election to exercise the option in respect to any such Notice by the Grantee is not given in substance as described above, or if said Notice is given but said purchase price is not paid, or if the City or District shall fail or neglect to tender within the said thirty (30) day period any Notice to purchase all of the Canopy so offered, then this City and District's said first refusal option shall terminate and the Grantee may proceed, without any limitation or restriction under this Agreement except as provided under section 25 below to sell and dispose of the interest in respect of which the Offer was made and under the same terms and conditions, provided that such sale or disposition is consummated within one hundred twenty (120) days from the date of the first Notice by the Grantee to the City and the District. If such sale or disposition is not so consummated then no further disposition shall be made except by another Notice to the City and the District in the manner as hereinabove set forth.

22. DEFAULT

(A) In the event: (i) the Grantee shall default in the payment of any Fee to be paid by it pursuant to this Agreement and such default shall continue for thirty (30) days after written Notice thereof; or (ii) the Grantee shall default in the performance of any other of the Grantee's obligations herein contained and such default shall continue for thirty (30) days after written Notice thereof is received by the Grantee (provided, however, that if the default reasonably cannot be cured within thirty (30) days, said thirty (30) day period shall be extended for such additional time as is reasonably necessary to cure the default); or (iii) the Grantee is adjudicated a bankrupt or a trustee is appointed for the Grantee after a petition has been filed against the Grantee under the Bankruptcy Act of the United States; or (iv) a receiver is appointed for the Grantee's business or property (and the order of adjudication or appointing a trustee or receiver has not been vacated within sixty (60) days after the entry thereof) – then, upon ten (10) days' Notice to the Grantee, the Grantee's right to possession of the Site may be terminated by the City and the mere retention of possession thereafter by the Grantee shall constitute a forcible detainer of the Site, and if City so elects by Notice to the Grantee, all Licenses issued pursuant to this Agreement shall thereupon terminate, and upon termination of the Grantee's right to possession, whether this Agreement be terminated or not, the Grantee shall surrender possession of the Site immediately and without judicial proceedings. In addition to the above and foregoing, in the event such default involves the failure of the Grantee to maintain required insurance in the manner set forth in this Agreement, the

Grantee shall immediately cease the operation of the Concession until such default is cured. The foregoing rights of the City are in addition to and not a limitation on or substitution for the rights of the City under Section 19, above.

(B) In addition to the above, in the event the Grantee defaults in the payment of any Fee or other amount payable to City or District under this Agreement, the Grantee shall pay the City or the District, as applicable, *per diem* interest upon the total amount due and unpaid based upon the Prime Rate plus two percent (2%). If the Grantee fails to pay the full amount due, with interest aforesaid, the City shall have the right to negotiate and draw upon the Financial Guarantee on its own behalf or on behalf of the District.

23. NOTICES. All Notices and demands under this Agreement shall be in writing, and shall be deemed to have been given when delivered in person or by courier, or when mailed by United States registered or certified mail with proper postage prepaid. Notice to the Parties shall be as follows:

If to the City:
City of Highland Park
1707 St. Johns Avenue
Highland Park, IL 60035
Attn: City Manager
With a copy to the City Clerk

If to the Grantee:
HP Indoor Facility, LLC
311 S. Wacker Drive, Suite 4850
Chicago, IL 60606
Attn: Thomas F. Rubio

If to the District:
Park District of Highland Park
636 Ridge Road
Highland Park, IL 60035
Attn: Executive Director

24. SALE OR LEASE OF PROPERTY. The City shall have the right to sell, convey or otherwise assign ownership of or to lease the Premises to the District in accordance with the Master Agreement. If the City, at any time during the initial or any extended term of this Agreement, decides to convey or otherwise assign ownership of the Site to a person, firm or corporation other than the Grantee, such conveyance or assignment shall be subject to this Agreement and the Grantee's rights hereunder. Accordingly, so long as the Grantee fulfills in a timely manner the conditions and covenants contained in this Agreement required of it to be performed, the Grantee will have peaceful and quiet possession of the Site in accordance with this Agreement, during the times specified herein. All rights of the City under this Agreement shall inure to the benefit of the City's successors and assigns.

25. ASSIGNMENT AND/OR SUBLEASING. This Agreement and/or the Concession may be sold, assigned or transferred at any time by the Grantee to Grantee's parent company or any affiliate or subsidiary of Grantee or its parent company, to any successor entity with or into which Grantee is sold, merged or consolidated, or to any entity resulting from a reorganization of Grantee, provided Grantee is not in breach of its obligations under this Agreement, such person, firm or corporation is financially capable of carrying out Grantee's obligations under this Agreement as reasonably determined by the City and the District and such person, firm or corporation agrees to be subject to the terms hereof. Otherwise, this Agreement may not be sold, assigned or transferred

without the specific written consent of the City and the District, which consent the City or the District in its sole discretion may withhold.

26. HAZARDOUS SUBSTANCES. It is understood the Site is located over a "capped" City garbage and refuse disposal land fill. Notwithstanding any language to the contrary elsewhere contained in this Agreement, the City and/or the District shall not be liable to the Grantee or any person, firm or corporation acting as the Grantee's construction contractor or on behalf of the Grantee or its contractors for any damage, loss, expense, response cost or liability, including consultant fees and attorneys' fees, resulting from the presence of hazardous substances on, under or around the Premises or resulting from hazardous substances being generated, stored, disposed of or transported to, on, under or around the Premises by the City. The Grantee shall hold the City and the District harmless from and indemnify the City and the District against any damage, loss, expense, response costs or liability, including consulting fees and attorneys' fees, resulting from hazardous substances generated, stored, disposed of or transported to, on or under the Premises as a result of the Grantee's construction, piercing the cap over the land fill, and/or use of the Premises or the Site by the Grantee or its employees, agents or contractors. For purposes of this Agreement, "Hazardous Substances" shall mean (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive or carcinogenic, (iii) any substance the presence of which the Premises causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the Premises or property adjacent thereto, or (iv) any substance the presence of which on the Premises requires investigation or remediation under any hazardous substance law, as the same may hereafter be amended. "Hazardous Substance Law" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq.; the Clean Water Act, 33 U.S.C. 1251 et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. 136 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Emergency Planning and Community Right to Know Act (SARA Title III) 42 U.S.C. 11001 et seq.; and any applicable state law or regulation.

27. GOVERNING LAW. This Agreement shall be governed and interpreted under the laws of the State of Illinois.

28. MISCELLANEOUS. The terms of this Agreement may be modified and amended from time to time by a written amendment signed by the Parties hereto or their successors and assigns.

(A) If any suit or action shall be brought to enforce or declare any of the terms of this Agreement, to terminate this Agreement, to recover possession or the Site, or to recover any Fee or damages sustained as a result of a default in the performance of any obligations under this Agreement or a breach of any of the representations and warranties herein contained, the Party not prevailing in such suit or action shall be liable to the

prevailing Party for the prevailing Party's costs and expenses, including, but not limited to, court costs and reasonable attorneys' fees, and expert witnesses' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

(B) Each Party hereto represents and warrants that it has full power and authority to enter into this Agreement and to perform the covenants and obligations herein contained. Each person executing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement.

(C) This Agreement and all the rights, covenants, and obligations contained in this Agreement shall inure to the benefit of and be binding upon the Parties and their successors and assigns. It is understood that as of the date of this Agreement, the Grantee is comprised only of the Party or Parties names as such in this Agreement or any other instrument executed herewith.

(D) The failure of any Party to exercise any right, power or remedy given to it under this Agreement, or to insist upon strict compliance with it, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by any party of its rights at any time to require exact and strict compliance with all of the terms of this Agreement. The rights or remedies under this Agreement are cumulative to any other rights or remedies which may be granted by law.

(E) Except as expressly set forth herein, this Agreement constitutes the entire Agreement between the Parties hereto with respect to the relationship of the Parties contemplated herein and supersedes all prior and contemporaneous agreements and understandings, both written and oral, of the Parties with respect to the subject matter hereof. If any clause, phrase, provision or portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect impair, or render invalid or unenforceable the remainder of this Agreement, nor any other clause phrase, provision or portion thereof, nor shall it affect the application or any clause, phrase, provision or portion hereof to other persons or circumstances. Changes in the number, gender and grammar of terms and phrases herein, where necessary to conform this Agreement to the circumstances of the Parties hereto, shall in all cases be construed as though in each case fully expressed herein. This Agreement shall be construed in accordance with the laws of the State of Illinois. The invalidity or unenforceability of any provision of this Agreement shall not offset or invalidate any other provision. If any provision of this Agreement is capable of two (2) constructions, one of which would render the provision invalid and the other of which would make the provision valid, then the provision shall have the meaning which renders it valid. In the event any portion of this Agreement or part thereof shall be deemed invalid by a court of competent jurisdiction, such invalidity of said provision or part thereof shall not affect the validity of any other provision hereof. Headings contained herein are for convenience only and shall not be deemed a part of this contract.

(F) The Grantee certifies hereby that it does not and shall not discriminate in its employment practices or in the provisions of its services and that it is not barred from entering into this Agreement as a result of a violation of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that it has a written sexual harassment policy in place and full compliance with 775 ILCS 5/2-105(A)(4). Prior to the commencement of any work on the site all Contractors engaged by Grantee shall provide certification of compliance with all applicable laws in the form required by the City and the District.

(G) The Agreement has been negotiated by all Parties and shall not be construed against any Party as the drafter of this Agreement or any portion thereof.

(H) Each signatory for a Party warrants to the other Parties that the execution, delivery and performance of this Agreement by the Party on whose behalf such signatory is signing, and its consummation of the transactions contemplated hereby, have been duly and effectively authorized by all corporate action on the part of such Party. Each signatory further warrants that this Agreement has been duly executed and delivered by such Party and is a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of creditor's rights generally and except that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding therefore may be brought. In addition, each signatory has been presented its Corporate Resolution or Ordinance, as the case may be, authorizing the execution of this Agreement.

(I) The Parties understand that several of the improvements as set forth above have already been installed. In addition to items that may still need to be installed, Grantee shall provide those items set forth on **Exhibit E** attached hereto and made a part hereof.

29. DUPLICATES. This Agreement may be executed in duplicates, each of which shall be deemed an original, provided all parties have signed each such duplicate; and in such instance each such duplicate shall constitute an original hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.


HP INDOOR FACILITY, LLC an Illinois limited liability company (SEAL)

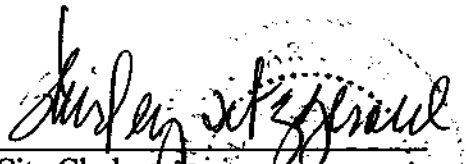
By: 

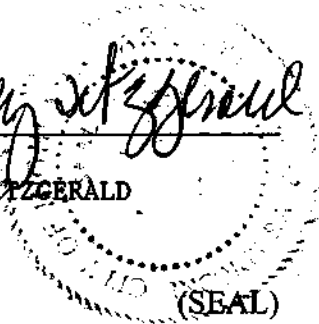
Manager

Tom Rubio

CITY OF HIGHLAND PARK, Illinois (SEAL)


By: 
City Manager
DAVID M. LIMARDI

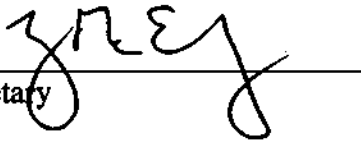
By: 
City Clerk
SHIRLEY FITZGERALD




(SEAL)

PARK DISTRICT OF HIGHLAND PARK

By: 
President

By: 
Secretary




APPROVED AS TO FORM ONLY

CORPORATION COUNSEL

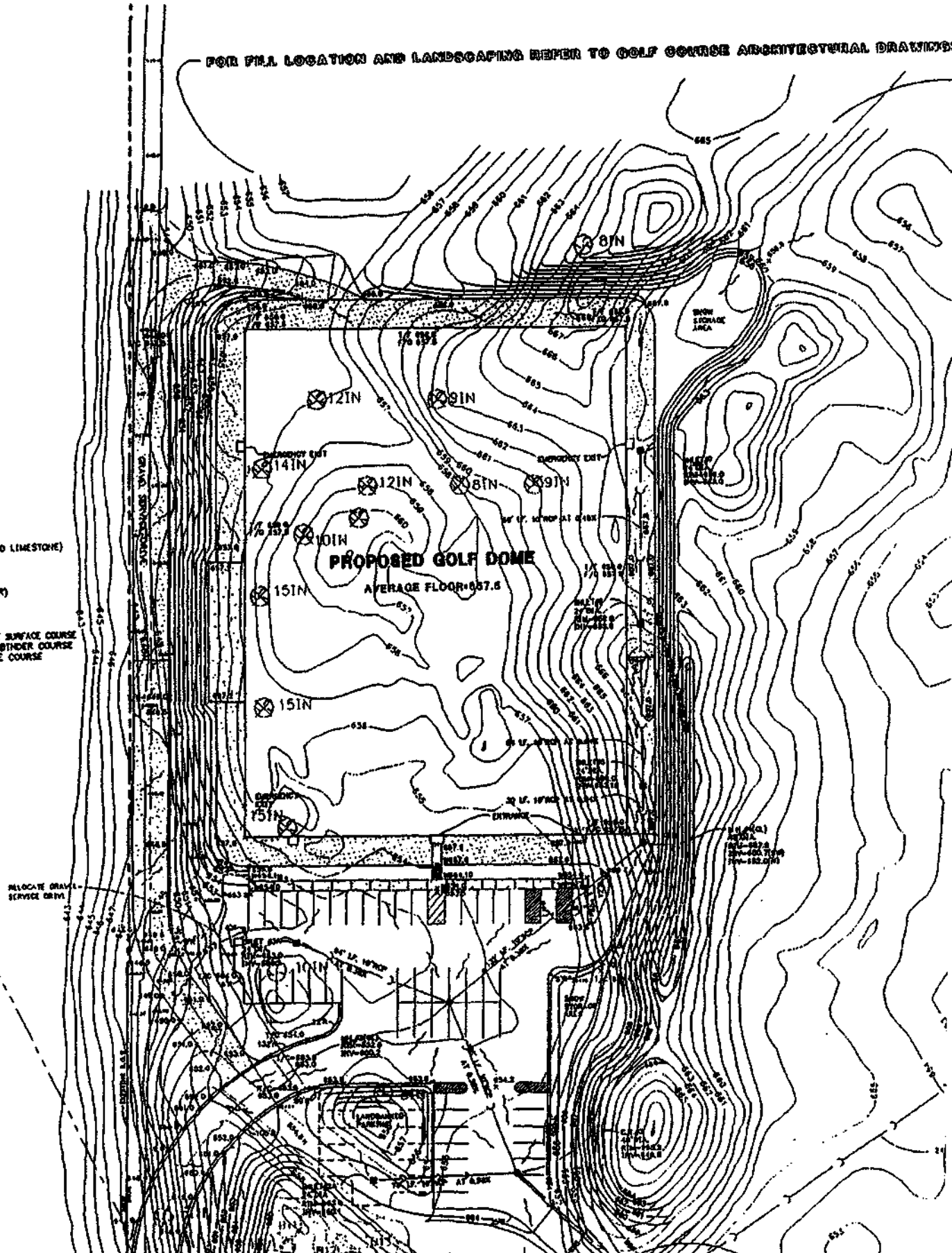
EXHIBITS

- Exhibit A** Site Plan
- Exhibit B** Signage and Landscape Plan
- Exhibit C** Letter of Credit
- Exhibit D** Privileges of the Park District of Highland Park and City of Highland Park
- Exhibit E** Additional Items to be provided by Grantee

FOR FILL LOCATION AND LANDSCAPING REFER TO GOLF COURSE ARCHITECTURAL DRAWINGS

LEGEND:

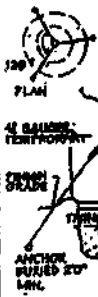
-  GRAVEL ACCESS
(6" OF COMPACTED CRUSHED LIMESTONE)
-  CONCRETE PAD
(PER STRUCTURAL ENGINEER)
-  ASPHALT PAVEMENT:
1 1/2" DIMENSIONAL CONCRETE SURFACE COURSE
2" BITUMINOUS CONCRETE BINDER COURSE
10" COMPACTED CA-8 BASE COURSE



NOTE:
CONCRETE COURSE TO BE

Check with Office with Gates

CLASS - TYPE	SEEDS	KG/HECTARE (LB/ACRE)
4A	Low Profile Native Grass	5 (11)
	Andropogon scoparius (Little Star Grass)	5 (11)
	Bouteloua curtipendula (Nine-Corn Grass)	5 (11)
	Syntherisma sanguinalis (Wild Ryegrass)	1 (1)
	Agrostis holsteolus (Poa Pratensis)	0.8 (0.5)
	Annual Ryegrass	20 (25)
	Orchard Grass	20 (25)
	Perennial Ryegrass	15 (15)



TRUNK AND RETAIN NATURAL TREE FORM
 1. WORKED FURROWS FROM POSITION CALLED "POST" BRANCHING
 2. ONE STRAND OF 10 SHADE BALANCE TERRACE (20" MIN) FURROWS TO BE CUT AT 120° PLAN
 3. BALANCE TERRACE SPECIFICATION TO MAINTAIN TREE BRANCHING PATTERN
 4. SUFFICIENT TO CUT & REMOVE BALANCE TERRACE TOP END OF TRUNK FURROWS SEE SIZE SPECIFICATION
 5. TREE SHALL BEAR SAME RELATION TO FURROW AS IN SORE, PROPOSED

TYPICAL SHADE TREE PIT DETAIL
 NOT TO SCALE
 FOR ALL TREES TO BE PLANTED IN THIS AREA SEE SPECIFICATIONS TO BE PROVIDED BY THE ARCHITECT



TRUNK AND RETAIN NATURAL FORM OF THE PLANT
 SOIL BALL
 1" PLASTER TEMPORARY
 LAYER OF SAND
 FLUORINATED LINER
 DRAINAGE FLUORINATED SOIL MAT

TYPICAL ORNAMENTAL TREE PIT DETAIL
 SCALE 1/4" = 1'-0"



TRUNK AND RETAIN NATURAL FORM OF THE PLANT
 PLANTING SOIL MAT
 FLUORINATED LINER
 DRAINAGE FLUORINATED SOIL MAT
 FLUORINATED LINER

TYPICAL SHRUB PIT DETAIL
 SCALE 1/4" = 1'-0"

FOR FILL LOCATION AND LANDSCAPE REFER TO GOLF COURSE ARCHITECTURAL DRAWINGS

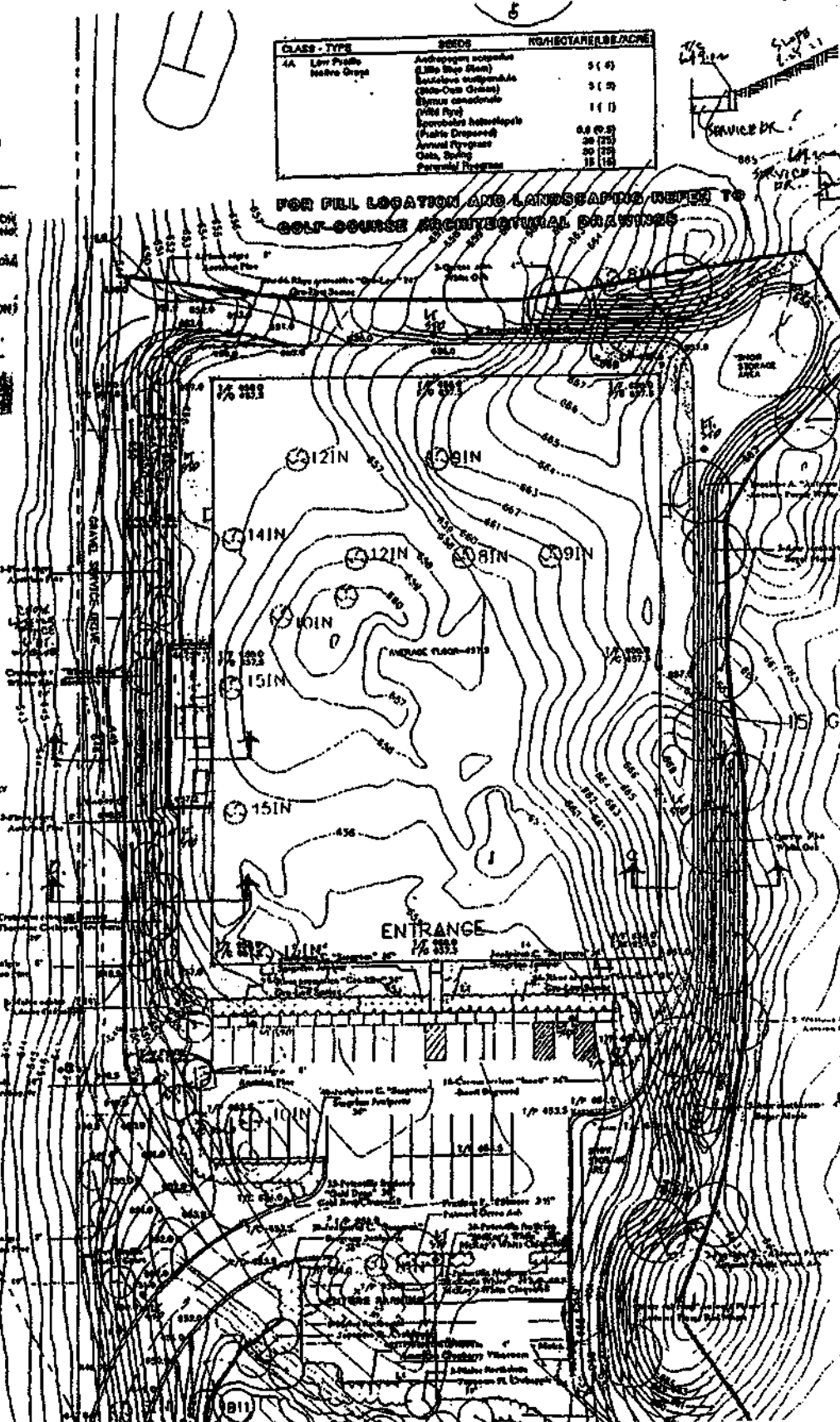
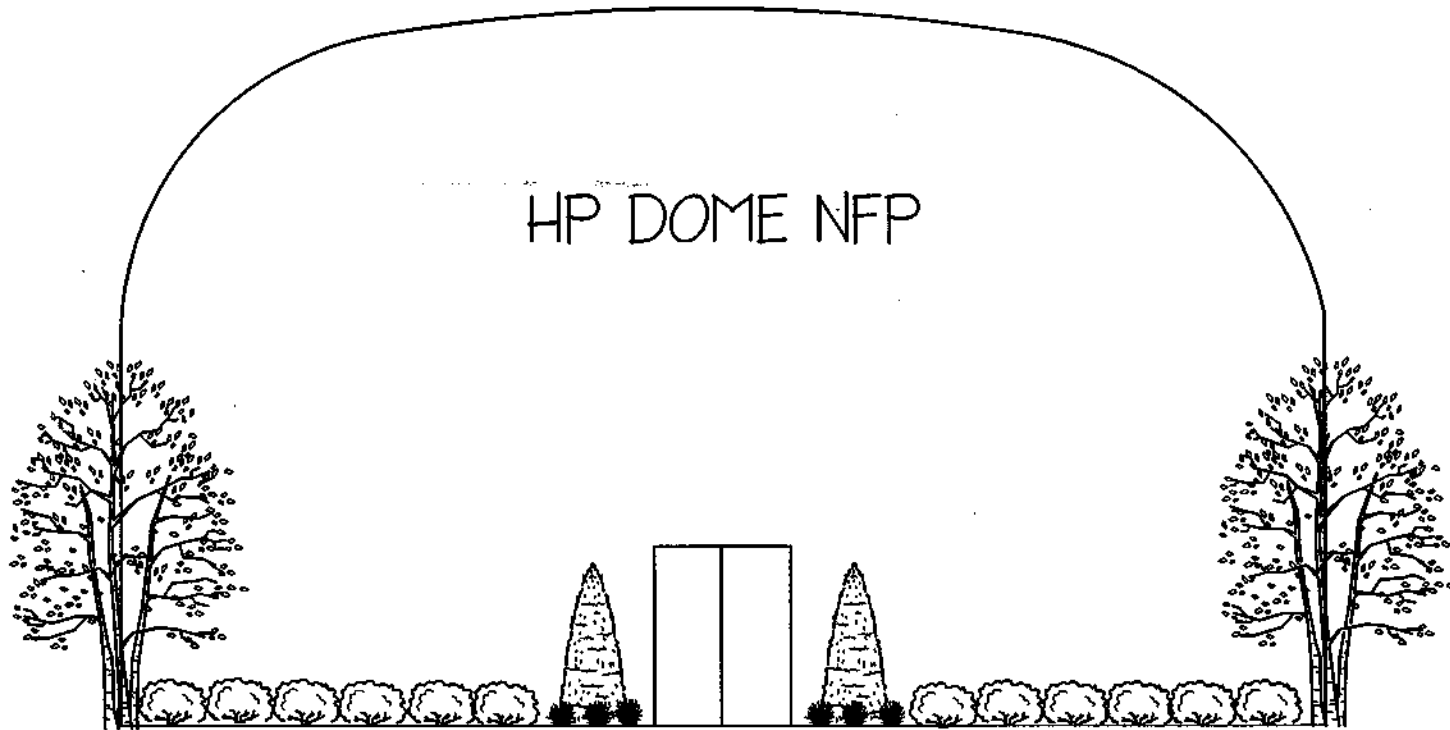
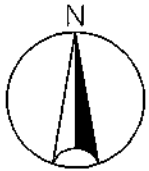


Exhibit B



CONCEPTUAL LANDSCAPE ELEVATION DRAWING



SKETCH ONLY
NOT TO SCALE



GUY SCOPELLITI CO., INC.
LANDSCAPE DESIGN • CONSTRUCTION
MAINTENANCE • NURSERY

THIS DRAWING AND IDEAS ARE PROPERTY OF GUY
SCOPELLITI CO., INC. AND ARE COPYRIGHTED AGAINST
ANY REPRODUCTION WITHOUT WRITTEN PERMISSION
COPYRIGHT 2001.

**EXHIBIT D ATTACHED HERETO AND MADE A PART OF THAT CERTAIN
CONCESSION AND SITE AGREEMENT DATED August 26, 2009
BY AND BETWEEN THE CITY OF HIGHLAND PARK,
THE PARK DISTRICT OF HIGHLAND PARK,
AND HP INDOOR FACILITY, LLC**

Privileges of the Park District of Highland Park and City of Highland Park

It is agreed that Dome staff and Park District staff meet monthly during the dome operational season and that a scheduling meeting should occur immediately post season in May with a pre-season meeting and a follow up in September for review.

During all times set aside for golf in the facility, 4 stalls and golf balls will be made available to the District and City for group and private lessons at no charge.

The District and Grantee will develop a mutually agreed upon schedule for Park District programming to include but not be limited to baseball, softball, soccer and lacrosse in the facility to be revised post season every year for the next year. District programming to be given priority in scheduling over any other outside organization.

For such usage Park District will pay 55% off of Prime time rates and 75% off of non-prime time for their use of the facility.

**EXHIBIT E ATTACHED HERETO AND MADE A PART OF THAT CERTAIN
CONCESSION AND SITE AGREEMENT DATED August 26, 2009
BY AND BETWEEN THE CITY OF HIGHLAND PARK,
THE PARK DISTRICT OF HIGHLAND PARK,
AND HP INDOOR FACILITY, LLC**

Additional Items to be Provided by Grantee

- New indoor turf field surface with shock granules
- New dual membrane structure.
- New temporary facilities inside the Dome
- New green outdoor cover/tarp for off season storage
- Replace damaged landscaping

CONCESSION AND SITE AGREEMENT

THIS CONCESSION AND SITE AGREEMENT (hereinafter referred to as "Agreement"), made as of the 18th day of November, 1999, between the CITY OF HIGHLAND PARK, an Illinois municipal corporation and home rule unit (hereinafter referred to as "City"), THE PARK DISTRICT OF HIGHLAND PARK, an Illinois park district unit of local government (hereinafter referred to as "District"), and MIDLANE DOME, L.L.C. (hereinafter referred to as "Grantee"), an Illinois limited liability company (hereinafter the City, the District, and the Grantee are referred to collectively as "Parties");

WITNESSETH:

WHEREAS, the City is the owner of certain real estate (hereinafter referred to as "Premises"), being a portion of the Highland Park Country Club and depicted on the **Site Plan**, dated OCTOBER 21, 1999, and prepared by Infracon, Inc., which plan is attached hereto and hereby made a part hereof as **Exhibit A**, all located within the corporate limits of the City; and

WHEREAS, Public Act 91-298, enacted by the Illinois General Assembly, effective July 29, 1999, empowers contracting public agencies to exercise the powers, functions, privileges, or authority which any of the public agencies so contracting is authorized to perform; and

WHEREAS, pursuant to the Intergovernmental Lease And Management Agreement (hereinafter referred to as "Lease") between the City and the District [which is reaffirmed hereby], the District operates the City's Golf Learning Center, also located upon a portion of the Highland Park Country Club premises; and

WHEREAS, the Grantee desires to obtain a license to operate a concession as part of the City's operation of the Highland Park Country Club and to cooperate with the District in order that the Grantee may operate the concession adjacent to the Golf Learning Center parking lot, which concession entails the erection of an air-supported canopy (hereinafter referred to as "Canopy") for use as an indoor golf practice and driving range and other indoor recreational uses not inconsistent with zoning, and related equipment (hereinafter the indoor golf practice and driving range and other indoor recreational uses, and related equipment are referred to collectively as "Dome") and to install and thereafter operate and maintain the Dome, open and available to the

general public, as and for an indoor recreational uses and other related uses (hereinafter the operation of the Dome and other related uses are referred to collectively as "Concession"); and

WHEREAS, for the purpose of the construction, operation and maintenance of additional parking and the Dome, the Grantee's Concession license will permit it to utilize the existing Golf Learning Center parking lot as well as an area adjacent to the Golf Learning Center parking lot, including ingress thereto and egress therefrom for vehicles/pedestrians/utilities, for the erection of the Canopy (hereinafter said Golf Learning parking lot, area with ingress thereto and egress therefrom for vehicles/pedestrians/utilities, and the area adjacent to the Golf Learning Center parking lot are generically and collectively referred to as "Site") substantially as shown upon the Site Plan, (Exhibit A hereto); and

WHEREAS, nothing contained in this Agreement is intended to amend or supercede the terms of the Lease, however, where the terms of this Agreement are in conflict with the ordinances of the District, the terms of this Agreement shall supercede and control;

NOW, THEREFORE, in consideration of the terms, conditions and amount of the license fee and other good and valuable consideration as set forth herein, the adequacy of which is acknowledged hereby, the Parties agree as follows:

1. **INCORPORATION OF RECITALS.** The above and foregoing recitals are incorporated herein as though fully set forth in this paragraph.

2. **LICENSE AND TERM.** The City hereby grants to Grantee a non-exclusive license (hereinafter referred to as "License") to use the Site described above, situated as shown upon said Site Plan (Exhibit A hereto), during the periods set forth in this Agreement. The grant of this License includes the Concession (as described above) and non-exclusive licenses to the Grantee and its invitees to use utility "feeds", the existing Registration Building, and Registration Building parking lot — all located upon the Site. The first term of this License shall commence on October 1, 2000 and expire on March 31, 2001 (hereinafter referred to as "Initial Period"). Thereafter (unless sooner terminated as provided in this Agreement) this License automatically and without further action on the part of any of the Parties shall be extended in order that the Grantee shall have fourteen (14) successive extensions (hereinafter each such individual extension is referred to as "Period") of this License for each of the successive October 1 through March 31 Periods (all of which successive Periods are referred to collectively hereinafter as "Extended Term"); provided, however, that following the date of this Agreement, the Grantee shall be permitted access to the Site as set forth in Section 8 hereof. The word "Term" as used hereinafter

shall be deemed to include the Initial Period and the Extended Term hereof. Unless earlier terminated, this Agreement and all of its provisions of shall be in effect through July 31, 2015.

(A) It is understood that, while the License includes use of the existing Registration Building upon the Site, the Grantee may wish not to include this building in its operation of the Concession and may determine not to use this building at all. However, in the event the Grantee determines to utilize the said Registration Building, it may do so only with the prior written approval and in the sole discretion of the Executive Director of the District. In such case, upon the written approval of the said Executive Director, the Grantee shall undertake at its sole cost and expense to winterize the structure and make it ready for year around use in accord with the applicable codes and ordinances of the City. In addition, the Grantee shall also be responsible for routine maintenance and repair of the Registration Building, provide Notice to the District in the event of any major damage to the Registration Building, and at the conclusion of each of the Initial Period and Periods, otherwise surrender possession of the Registration Building to the District in as good condition as when the Grantee accepted use of said Registration Building.

(B) In all events, during the Initial Period and each Period during the Term of this Agreement, the Grantee shall pay promptly the costs of all utilities serving the Site, including but not limited to natural gas, electricity, and potable water.

3. **CONCESSION.** Pursuant to the terms of the License and this Agreement, the Grantee shall have the exclusive right to erect the Dome upon the Site for the purpose of the operation and maintenance by the Grantee of the Concession. It is understood that the "related uses" involved with the Concession may include a "pro shop" sales center, restaurant, food and beverage stands and/or vending machines, the giving of golf lessons, and/or other uses accessory to the foregoing uses and the Concession. It is also understood, however, that the Grantee must apply for and obtain a business license, if applicable and required by local, State, and/or Federal law, rule, and/or regulation, for any or all of such given uses or accessory uses and that such licenses are not and shall not be deemed to have been applied for and/or issued by reason of the Parties having entered into this Agreement. All employees working the Concession upon the Site shall be employed by the Grantee and shall not be deemed City or District employees. Without the express written approval of the City:

(A) The Grantee will not sell any commodity upon the Site other than those stipulated in this Agreement and will conduct its operations without infringement upon the rights of others, confining same to the Site as hereinbefore set forth; and

(B) No exterior signage shall be permitted other than that shown upon **Exhibit**

B (Signage and Landscape Plan) attached hereto and hereby made a part hereof or as otherwise allowed by the City.

4. **LICENSE FEE.** The Grantee shall pay an annual License fee (hereinafter referred to as referred to as "Fee") for the Concession, in the amounts and at the times thereof set forth in Subsections (A) and (B) below, to the City Clerk at the City Hall, 1707 St. Johns Avenue, Highland Park, Illinois 60035, or such other person or place as the City may designate from time to time by Notice to the Grantee.

(A) Base charges:

<u>Period</u>	<u>Amount Payable on Oct. 1</u>	<u>Amount Payable on Feb. 1</u>
1.	\$ 15,000.00	\$ 15,000.00
2.	17,500.00	17,500.00
3 & 4.	20,000.00	20,000.00
5 & 6.	22,500.00	22,500.00
7 thru 9.	25,000.00	25,000.00
10 & 11.	27,500.00	27,500.00
12 thru 15.	30,000.00	30,000.00

(B) Percentage charges. Hereafter, on the first day of each November, December, January, February, March, and April through April 2015, the Grantee shall pay the City an amount equal to two percent (2%) of the gross sales realized by the Grantee in the preceding month.

5. **SECURITY.** During each Period and until the Dome has been removed from the Site following each Period, including the Initial Period, the Grantee shall have full responsibility for security of the Site, the Dome, Registration Building (if utilized by the Grantee), Registration Building parking lot, and the additional on-Site parking (to be constructed by the Grantee at its cost in accord with the terms of this Agreement), with the understanding that the City will continue its current and usual practice of routine police patrols and the District, as part of its operation of the Golf learning Center, will also continue its current and usual practice of snow plowing the Registration Building parking lot as well as the additional on-Site parking.

6. **ZONING.** Prior to the effective date hereof, the City Council of the City has adopted a suitable ordinance granting side yard and height variations in accord with the recommendation of the Zoning Board of Appeals of the City following a public hearing conducted by it pursuant to a joint application for such variations filed by the City and the Grantee.

7. **DEVELOPMENT.** At its sole cost and expense, the Grantee will undertake the

construction of the improvements shown upon the Site Plan (Exhibit A hereto).

(A) No construction of structures or additions thereto and no improvement of the Site shall be undertaken or allowed unless such construction or improvement is undertaken as part of the Concession and in accord with the Site Plan (Exhibit A hereto).

(B) The Grantee shall build or cause to be built the Dome and the improvements to the Site and the Highland Park Country Club in compliance with the terms of this Agreement and the Municipal Code of the City, including but not limited to the Building Code and shall submit to the building official of the City (hereinafter referred to as "**Building Official**") an application for building permit accompanied by building permit plans (hereinafter referred to as "**Building Permit Plans**") in quadruplicate, and payment of all applicable permit, and other fees.

(1) The Building Permit Plans shall consist of the following documents:

a. Building Plans and specifications as required for application for a building permit pursuant to the Building Code, except as otherwise set forth elsewhere in this Agreement;

b. Topographical survey of the Site; and

c. Final Site improvement plans showing drainage and finished grade elevations evidencing compliance with the approved drainage and grading plan for the entire development, top of foundation elevations, established street grades, size and location of the Dome, and a berm to be constructed by the Grantee at its sole cost and expense, located north of and contiguous to the Site.

(2) During this review, the Building Official will follow the customary, usual, and normal procedures of the City and issue the building permits for the Canopy, the Dome, and other improvements in accord with terms of this Agreement.

(3) It is understood that the City has adopted by ordinance with local amendments thereto: The 1996 BOCA National Building Code, the 1996 National Electrical Code, the 1993 BOCA National Energy Conservation Code, the 1993 BOCA National Mechanical Code, the 1996 BOCA National Property Maintenance Code, and the 1996 BOCA Fire Prevention Code (The 1996 BOCA National Building Code, the 1996 National Electrical Code, the 1993 BOCA National Energy Conservation Code, the 1993 BOCA National Mechanical Code, the 1996 BOCA National Property Maintenance Code, and the 1996 BOCA Fire Prevention Code are hereinafter, along with the then latest version of the Illinois State Plumbing Code in effect at the time of application for any given building permit, collectively referred to as "**Building Code**").

(C) It is understood that, at the Grantee's sole cost and expense, the Grantee

may tie into potable water, and natural gas and electric utilities at or near the Golf Learning Center, with the further understanding, however, that toilet facilities serving users of the Dome will be portable and be provided at the sole cost and expense of the Grantee.

(D) It is further understood that, when the Grantee removes fill from the Site, in no event shall the Grantee pierce the cap over the land fill at the Site, except in the locations of certain steel pylons to be driven into the earth in order to hold the footings and foundation in place.

(1) At its sole cost and expense, the Grantee shall locate such removed fill to the area north of and contiguous to the Site and there construct a berm, meeting the written approval of the City Engineer; and

(2) In addition, at its sole cost and expense, the Grantee shall locate the remaining fill and all of the top soil so removed from the Site to an area upon the Highland Park Country Club specified by Richard Nugent and Associates, Inc. Thereafter the Grantee shall rough grade the area with such remaining fill to form a golf practice chipping green to be completed by the District at final grade with the top soil and planted with grass seed.

(E) No certificate of occupancy for the Dome or any part thereof shall be issued unless and until the Improvements set forth upon Site Plan (Exhibit A hereto) have been completed and approved in writing for use by the Building Official and the City Engineer of the City.

(F) Minor changes in the Site Plan (Exhibit A hereto), Signage and Landscape Plan (Exhibit B hereto) and the location, siting, and height of structures, streets, driveways, and open spaces may be authorized by the City Manager, if such changes are required by engineering or other circumstances not foreseen at the time the Site Plan (Exhibit A) were approved. Nothing in this Subsection shall be construed to indicate that the City Manager must approve any changes requested.

8. **RIGHT OF ENTRY — OBLIGATION OF REMOVAL.** The erection of all temporary structures, including but not limited to the inflatable Canopy itself, to be erected by the Grantee by reason of this Agreement must first be approved in writing by the Building Official of the City, which in writing will not be unreasonably withheld provided the Grantee complies with all applicable codes and City ordinances. In addition, prior to the Initial Period, the Grantee will not commence the erection of the Canopy or use of the Site without prior written approval of the Grantee's construction schedule (hereinafter referred to as "**Construction Schedule**") by the Executive Director of the District. The Grantee shall present this Construction Schedule to the

District and include therein "time lines" within which it is anticipated the work of erecting the Canopy and the Dome and accomplishing the Grantee's work required of it pursuant to Section 7 (D) will be completed. It is understood that the Grantee will use its best efforts to alert the District of changes to the Construction Schedule within 24 hours of the Grantee becoming aware of the fact that the time line contained in the Construction Schedule cannot be maintained.

(A) In accord with the foregoing, prior to the Initial Period which commences October 1, 2000, from the date of this Agreement through September 30, 2000, the Grantee shall be permitted access to the Site to commence installation of the requisite infrastructure and the Dome; and the Grantee and the Grantee's agents or employees shall have the right at any time during the Term hereof, at its own expense: (i) to install upon or in the Site improvements and equipment necessary to support and maintain the Dome and the Concession License granted hereby; and (ii) to remove any such improvements and equipment so constructed, made or installed. Furthermore, commencing on September 1 prior to each Period during the Term hereof, the Grantee is given hereby access to the Site to install the Canopy and the Dome. In addition to supplying a Construction Schedule to the District, the Grantee shall coordinate the initial installation of the infrastructure, utilities, Canopy, and Dome as well as all subsequent installations thereof with the District in order to minimize disruption to the operations of the Highland Park Golf Learning Center. In order to further the District's golf learning program, the Grantee will afford the District use of golf balls and four (4) tees without charge at reserved times in an area designated by the Grantee within the Canopy. The District will notify the Grantee whenever it will not be utilizing any such reserved time, in order that the Grantee may allow the use of the reserved time by the general public.

(B) The Canopy, the revolving door, and mechanical equipment shall remain personal property and shall belong and be removable by the Grantee during the Term hereof, and until July 31, 2015 unless the License and/or this Agreement are earlier terminated, then for one hundred twenty (120) days after such date prior to the last day of the Term as the License and/or this Agreement are terminated. Except as otherwise set forth in this Agreement, any and all underground improvements, including but not limited to the additional on-Site parking lot, the aforescribed steel pylons, footings and foundations installed to support the Canopy — all constructed by the Grantee, shall belong to City upon the termination of the License and/or this Agreement.

9. **LANDSCAPING — SCREENING.** All improvements on the Site shall be appropriately landscaped, fenced, and/or bermed (hereinafter referred to as "Screening"). Such

Screening shall conform substantially with that shown upon the Signage and Landscape Plan (Exhibit B hereto) and otherwise comply with the applicable portions of the City Code and, where such Screening is required pursuant to the terms of this Agreement, such Screening shall be approved in writing by the Director of Community Development of the City prior to the operation of the Concession during each Initial Period and Period hereof, which approval will not be unreasonably withheld. Between Periods, the revolving door and mechanical equipment will be screened from the view of persons using the Golf Learning Center.

10. MAINTENANCE OF THE SITE — REMOVAL AT EXPIRATION OF THE TERM.

(A) The Grantee shall keep all of the Site in good condition and repair in accordance with applicable ordinances of the City. At the expiration of the Term or such earlier date as this Agreement and/or the Concession License is terminated, the Grantee will remove (to the ground level on the date hereof) the Dome, the Canopy, and all other aboveground improvements and equipment constructed, made or installed by the Grantee but will not restore the “chipping area”; and will otherwise yield up the Site in at least as good condition as when the same was entered upon by the Grantee, ordinary wear and tear and loss by causes beyond the Grantee’s control excepted. It is understood that within sixty (60) days of the termination of the Concession License, at the sole discretion of the City, the Grantee will either: (1) remove the footings and foundations but not the steel pylons, from the Site and transport the broken concrete and other debris resulting from such removal to the City’s Public Works Campus north of the Site (without the necessity of paying a dumping charge) and prepare the Site for the planting of grass; or (2) cover with dirt fill the footings and foundations installed to support the Canopy. Following its completion of either of the above, at its sole cost and expense, the Grantee shall plant grass seed on the Site, and otherwise finalize this work to the satisfaction of the City Engineer of the City. In the event the City gives Notice of its intent to exercise its option of first refusal as set forth in Section 20, the requirements of this Section shall be deemed waived and the Grantee will not remove any of the equipment or improvements including the Dome.

(B) The Grantee warrants that it shall, on a daily basis during each of all of the Periods, including the Initial Period, during the Term hereof:

(1) Remove or cause to be removed all trash, debris and litter from the Site, including but not limited to, the Registration Building (if used by the Grantee), the Registration Building parking lot and on-Site parking lot;

(2) Maintain the Dome and all of the improvements upon the Premises

in a slightly condition and in good order and repair, ordinary wear and tear excepted.

(3) Allow the City to access the Site and to enforce its ordinances; and

(4) Close the Concession for business each day during the hours of 1:00 a.m. and 6:00 a.m.

(C) During the Term hereof, it is understood that between Periods following the removal of the Canopy, the District will maintain the Site as part of its operation of the Golf Learning Center.

11. **PERMITS — APPLICATIONS.** The Grantee and its agents may apply to governmental authorities and public utility companies, in the Grantee's name, or jointly with the City and/or the District for the approvals and licenses required of or deemed useful by the Grantee for its use of the Site, or in order to construct or make improvements, or to install equipment, pursuant to this Agreement. The Grantee shall reimburse City and/or District for any reasonable costs incurred by the City and/or District in connection with the foregoing. The Grantee shall pay all license, permit and inspection fees ("**Additional Fees**") required by applicable codes and City ordinances in connection with its use of the Site or the conduct of the Concession business. Such Additional Fees shall be in addition to the License Fee set forth in Section 4 of this Agreement.

12. **CONDITIONS SUBSEQUENT.** The Grantee's obligations hereunder are contingent upon the Grantee's receipt of the approvals and licenses referred to in this Agreement on or before March 31, 2000. If the Grantee fails to obtain said approvals and licenses by said date, by giving Notice to City on or before April 1, 2000, the Grantee shall have the option either to waive such contingencies in the event the Grantee has not received such approvals and licenses by said date and thereby maintain this Agreement in effect or to terminate this Agreement. If the Grantee exercises the option to waive such contingencies, such waiver will not relieve the Grantee from obtaining said approvals and licenses prior to commencing operation of the Dome. In the event the Grantee exercises the option to terminate this Agreement by the Grantee, except for the Grantee's obligations contained in Section 8 of this Agreement and the Grantee's obligations theretofore incurred pursuant to this Agreement, the Concession License and this Agreement shall forthwith terminate and end on the date specified in such Notice; provided however, the City shall be entitled to retain all license and other Fees theretofore paid by the Grantee and to collect from the Grantee as well as any part of the Fee due and owing as a result of the operation of the Concession prior to the effective date of such termination pursuant to such Notice.

13. **SEASONAL REMOVAL OF THE CANOPY.** On or before each April 15 following each of the Initial Period and succeeding Periods (other than the last Period prior to

termination of this Agreement), at its sole cost and expense, the Grantee shall cease operation of the Concession and remove or cause to be removed from the Site all temporary structures including but not limited to the Canopy itself but excluding the revolving door, mechanical equipment, and foundations and footings. Notwithstanding the foregoing, it is understood that the Grantee will be allowed to store the Canopy at the west side of the Site, provided that the Grantee covers the Canopy with suitable Screening and otherwise conceals such stored Canopy from the view of the general public. In addition, the revolving door need not be removed from the Site but will be constructed of the highest quality stainless steel. The area in close proximity to the revolving door shall also be landscaped with Screening in accord with Exhibit B (Signage and Landscape Plan) in order to conceal the revolving door from the view of persons using the Golf Learning Center between the Periods. It is further understood that the two-tiered tee area decking will be stored in an area approved by the City Engineer on the City's Public Works Campus located north of the Site.

14. **LIENS.** The Grantee shall indemnify the City and the District from all liens or claims for lien for labor or materials by reason of any work done or material furnished by the Grantee in connection with construction pursuant to this Agreement. If any such lien or claim for lien is filed against the Site, the City and/or the District, as the case may be, shall give Grantee Notice thereof and the Grantee shall take such steps as are necessary to remove the lien. If such lien has not been corrected within thirty (30) days after such Notice or if the Grantee fails to commence to cause removal of the lien within such period and thereafter diligently pursue the removal of the lien, the City and/or the District (as the case may be), without inquiring into the validity thereof, may remove the lien at its expense, and the Grantee shall repay the City and/or the District, as the case may be, for any amounts so advanced within fifteen (15) days after receipt of a Notice containing the City's and/or the District's, as the case may be, statement therefor.

15. **INSURANCE.** During the Term hereof the Grantee shall, at its expense, obtain comprehensive general liability insurance, including but not limited to hired auto and non-owned auto, issued by a company authorized to do business in Illinois and rated "Triple A" in *Best's Insurance Guide*, providing general liability insurance having coverage in limits of at least \$3,000,000 in the event of bodily injury or death, or property damage, or both, as a result of any one accident or occurrence on the Site. Within thirty (30) days of the date hereof the Grantee shall provide the City and the District with a copy of the policy of such insurance—and thereafter maintain in effect such insurance during the Term hereof. Such policy shall name the District as an additional insured but not list the City as an additional insured. The policy shall contain a statement substantially as follows: "Should any of the policies described (therein) be canceled before the expiration date hereof, the issuing company will mail 30 days advance written Notice to the policy

holder named (therein) and the City of Highland Park as well as the Park District of Highland Park". In addition, the Grantee shall maintain Workers' Compensation insurance in at least the statutory amount.

16. **INDEMNIFICATION.** As used in this Section "City" includes the City, other licensees and franchisees using the public property at, near, or on the Site and their officers, agents, and employees. "Loss" includes loss, damage, claims, demands, actions, courses of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the City's and the District's officers, agents, and employees, the Grantee's officers, agents, and employees, as well as any other person); (b) damage to or loss or destruction of the Public property or the appurtenances to the Public property at , near, or on the Site; and (c) loss of revenue or use, or any other damages.

(A) In consideration of the License and permission herein granted, the Grantee shall indemnify and hold harmless the City and the District from any Loss including costs, expense, and attorneys' fees which may be due to or arise from: The prosecution of any work contemplated by this Agreement, including the installation, construction, maintenance, repair, renewal, modification, reconstruction, relocation, or removal of the Dome or any part thereof; or the presence, operation, or use of the Dome or contents escaping therefrom, except to the extent that the Loss is caused by the direct negligence of the City, in the case of the City, or the District, in the case of the District.

(B) The City and the District shall not be liable to the Grantee, its permitted assignees, licensees, agents, lessees, or invitees for any damage or injuries (including death) to any person or to any of their properties except to the extent that injuries or damages are caused by the negligent, willful or malicious misconduct of City, in the case of the City, or the District, in the case of the District.

(C) The City will indemnify and hold harmless the Grantee, its agents and employees from any Loss (including costs, expense, and attorneys' fees) which is due to or arises from the negligent, willful or malicious misconduct of the City, its officers, agents and employees. Nothing herein shall be construed to be a waiver by the City of any of its immunities available by statute or common law. The City specifically reserves the right to raise said immunities on behalf of it, its officers, agents and employees for any claims made pursuant to this paragraph.

(D) The District will indemnify and hold harmless the Grantee, its agents and employees from any Loss (including costs, expense, and attorneys' fees) which is due to or arises

from the negligent, willful or malicious misconduct of the District, its officers, agents and employees. Nothing herein shall be construed to be a waiver by the District of any of its immunities available by statute or common law. The District specifically reserves the right to raise said immunities on behalf of it, its officers, agents and employees for any claims made pursuant to this paragraph.

17. WAIVER OF CLAIMS — SUBROGATION.

(A) The Grantee shall be responsible for maintaining insurance covering its property located on the Site. The City, the District and Grantee each hereby waive any and all right of recovery, claim, action, or cause of action, each may have against the other, its affiliates and their respective officers, directors, shareholders, partners, employees or agents, or any of their successors or assigns, on account of any loss or damage occasioned to any Party, its affiliates and their respective officers, directors, shareholders, partners, employees or agents, or any of their successors or assigns, as the case may be, or their respective property, by reason of fire, the elements or any other cause which could be insured against under the terms of standard all risk property insurance policies, regardless of cause or origin, including negligence of the other Parties hereto, its agents, officers or employees.

(B) Each Party hereto, on behalf of its respective insurance companies insuring its property against any such loss, does hereby waive any right of subrogation that such companies may have against the other Party hereto. The Parties hereto covenant with each other that, to the extent such insurance endorsement is available, they will each obtain, for the benefit of the other, an explicit waiver of any right of subrogation from its respective insurance companies.

18. DESTRUCTION OF THE DOME. In the event the Dome is destroyed or damaged to the extent of fifty percent (50%) or more of its replacement costs, at its sole option the Grantee may terminate this Agreement and remove the Dome from the Site within thirty (30) days after the occurrence of such destruction or damage.

19. SECURITY DEPOSIT. Upon the execution hereof, in order to assure the City the it will perform in a timely manner the obligations contained herein on the part of the Grantee to be performed, at the time of the execution hereof, the Grantee shall deposit with the City Clerk of the City and thereafter continue to maintain a guarantee (hereinafter referred to as “**Financial Guarantee**”) in the amount of \$50,000.

(A) If the Grantee fails to perform the obligations undertaken by it in this Agreement, the City shall, except in the case of emergency, give written Notice to the Grantee

specifying the manner in which the Grantee has failed to so perform. If such failure has not been corrected within thirty (30) days after such Notice or if such work has not been commenced to cause such cure within such period and thereafter diligently pursued to completion, the City may enter upon the Premises and perform such work as may be necessary to correct such failure. In the event of an emergency, the definition and determination of which shall be within the sole discretion of the City, the City may cause persons to enter upon the Premises to exercise and perform such work as necessary to correct such failure of the Grantee. By reason of its performance of such work, the City shall not be liable or responsible to the Grantee or any person, firm or corporation claiming through the Grantee for any losses or damage thereby sustained by the Grantee or any one claiming by or under the Grantee, except for the City's wanton or willful conduct. The Grantee shall be liable for the cost of such work and shall promptly reimburse the City for such costs together with interest at the prime rate established by The Northern Trust Company, Chicago, Illinois, from time to time (hereinafter referred to as "**Prime Rate**") plus two percent (2%) calculated from the date of expenditure until repayment. If the Grantees fail to reimburse the City within thirty (30) days after receipt of a Notice including a statement for such work from the City, then said indebtedness shall constitute a lien against the title to the Dome and the City shall draw upon the Financial Guarantee and reimburse itself the full amount of its costs in performing said work.

(B) This Financial Guarantee shall consist of one of the following:

(1) A cash bond in the amount of \$50,000 ; or

(2) A **Letter of Credit** (substantially in the form of **Exhibit C** hereto) issued by a bank having assets at least equivalent to those of the Northern Trust Company of Chicago, Illinois, in the amount of \$50,000.

(C) Provided the Dome has been installed and the Concession has been operating for at least one month during the Initial Period, the Grantee may reduce the amount of the Financial Guarantee to \$15,000 and thereafter maintain said Financial Guarantee in said amount through July 31, 2015 for the purpose of affording the City to reimburse itself as set forth in the Section 19.

20. **RIGHT OF INSPECTION AND REVIEW.** The Parties acknowledge that the use of indoor driving ranges in golf domes is a relatively new and rapidly changing field. Therefore, in order to provide the maximum degree of flexibility in this Agreement, the following evaluations and review provisions will apply:

(A) The City shall have the right to inspect all construction, reconstruction or

installation work performed by the Grantee and/or its contractors under the provisions of this Agreement and the Concession in order to ensure the Grantee's compliance and to protect the health, safety and welfare of the general public;

(B) The City may request and there shall be conducted with the Grantee evaluation and review sessions at any time or times during the Term of this Agreement, and the Grantee shall cooperate in such review and evaluation; and/or

(C) The subjects of these evaluation and review sessions may include, but are not limited to, rates, the Grantee's performance, programs offered the general public, public complaints, and City audits of the Grantee's books to determine Gross Sales.

As a result of these evaluation and review sessions, the City or the Grantee or both may determine that a change in the terms of this Agreement may be appropriate. In that event, either Party may propose modifications to this Agreement in the manner provided by Section 28 hereof.

21. FIRST REFUSAL OPTION OF CITY. In the event the Grantee, during the term hereof commences negotiations for the sale of the Canopy, and further, in the event that the Grantee is successful in its negotiations, before making any bona fide sale of all or any part of said Canopy to a person other than the City, the Grantee shall, upon receipt of a bona fide offer, first give Notice to the City, which Notice shall state therein (i) the Grantee's desire and intention to sell; (ii) the full details of the bona fide offer received by the Grantee, or other complete description of the transaction; and (iii) the full and complete description of the Canopy or portion thereof to be so sold. Such Notice shall constitute an irrevocable offer to sell the described Canopy to the City, at the purchase price and upon the same terms and conditions as offered by the bona fide prospective purchaser. For a period of thirty (30) days after the receipt of such Notice, the City shall have an option to so purchase all of the Canopy with respect to which the Offer is made. If the City elects to exercise its option to so purchase within said thirty (30) days, the City shall transmit Notice of such election to the Grantee, which Notice shall state therein the City's agreement to purchase the offered Canopy at the offered price and in accordance with and subject to the terms as previously communicated, and on the closing date, the City shall make payment of the purchase price in the same manner and upon the same terms as offered by the bona fide prospective offeror referred to in the Notice of the Grantee to the City. In the event Notice of the election to exercise the option in respect to any such Notice by the Grantee is not given in substance as described above, or if said Notice is given but said purchase price is not paid, or if the City shall fail or neglect to tender within the said thirty (30) day period any Notice to purchase all of the Canopy so offered, then this City's said first refusal option shall terminate and the Grantee

may proceed, without any limitation or restriction under this Agreement to sell and dispose of the interest in respect of which the Offer was made and under the same terms and conditions, provided that such sale or disposition is consummated within one hundred twenty (120) days from the date of the first Notice by the Grantee to the City. If such sale or disposition is not so consummated then no further disposition shall be made except by another Notice to City in the manner as hereinabove set forth.

22. **DEFAULT.**

(A) In the event: (i) The Grantee shall default in the payment of any Fee to be paid by it pursuant to this Agreement and such default shall continue for thirty (30) days after written Notice thereof; or (ii) the Grantee shall default in the performance of any other of the Grantee's obligations herein contained and such default shall continue for thirty (30) days after written Notice thereof is received by the Grantee (provided, however, that if the default reasonably cannot be cured within thirty (30) days, said thirty (30) day period shall be extended for such additional time as is reasonably necessary to cure the default); or (iii) the Grantee is adjudicated a bankrupt or a trustee is appointed for the Grantee after a petition has been filed against the Grantee under the Bankruptcy Act of the United States; or (iv) a receiver is appointed for the Grantee's business or property (and the order of adjudication or appointing a trustee or receiver has not been vacated within sixty (60) days after the entry thereof) — then, upon ten (10) days' Notice to the Grantee, the Grantee's right to possession of the Site may be terminated by the City and the mere retention of possession thereafter by the Grantee shall constitute a forcible detainer of the Site, and if City so elects by Notice to the Grantee, all Licenses issued pursuant to this Agreement shall thereupon terminate, and upon termination of the Grantee's right to possession, whether this Agreement be terminated or not, the Grantee shall surrender possession of the Site immediately and without judicial proceedings. In addition to the above and foregoing, in the event such default involves the failure of the Grantee to maintain required insurance in the manner set forth in this Agreement, the Grantee shall immediately cease operation of the Concession until such default is cured.

(B) In addition to the above, in the event the Grantee defaults in the payment of any Fee, the Grantee shall pay the City *per diem* interest upon the total amount due and unpaid based upon the Prime Rate plus two percent (2%). If the Grantee fails to pay the full amount due, with interest aforesaid, the City shall have the right to negotiate and draw upon the Financial Guarantee.

23. **NOTICES.** All Notices and demands under this Agreement shall be in writing,

and shall be deemed to have been given when delivered in person or by courier, or when mailed by United States registered or certified mail with proper postage prepaid. Notice to the Parties shall be as follows:

If to the City:

City of Highland Park
1707 St. Johns Avenue
Highland Park, IL 60035
Attn: City Manager

If to the Grantee:

MIDLANE DOME, L.L.C.
1770 First Street, Suite 200
Highland Park, IL 60035
Attn.: Mr. Cary Glenner

If to the District:

Park District of Highland Park
636 Ridge Road
Highland Park, IL 60035
Attn: Executive Director

With a copy to the City Clerk

24. **SALE OF PROPERTY.** If the City, at any time during the initial or any extended term of this Agreement, decides to convey or otherwise assign ownership of the Site to a person, firm or corporation other than the Grantee, such conveyance or assignment shall be subject to this Agreement and the Grantee's rights hereunder. Accordingly, so long as the Grantee fulfills in a timely manner the conditions and covenants contained in this Agreement required of it to be performed, the Grantee will have peaceful and quiet possession of the Site during the times specified herein.

25. **ASSIGNMENT AND/OR SUBLEASING.** This Agreement and/or the Concession may be sold, assigned or transferred at any time by Grantee to Grantee's parent company or any affiliate or subsidiary of Grantee or its parent company, to any successor entity with or into which Grantee is sold, merged or consolidated, or to any entity resulting from a reorganization of Grantee, provided such person, firm or corporation agrees to be subject to the terms hereof. Otherwise, this Agreement may not be sold, assigned or transferred without the specific written consent of the City, which consent the City in its sole discretion may withhold.

26. **HAZARDOUS SUBSTANCES.** It is understood the Site is located over a "capped" City garbage and refuse disposal land fill. Notwithstanding any language to the contrary elsewhere contained in this Agreement, the City and/or the District shall not be liable to the Grantee or any person, firm or corporation acting as the Grantee's construction contractor or on behalf of the Grantee or its contractors for any damage, loss, expense, response costs or liability, including consultant fees and attorneys' fees, resulting from the presence of hazardous substances on, under or around the Premises or resulting from hazardous substances being generated, stored, disposed of or transported to, on, under or around the Premises by the City. The Grantee shall hold the City and the District harmless from and indemnify the City and the District against any damage, loss, expense, response costs or liability, including consultant fees and attorneys' fees, resulting from hazardous substances generated, stored, disposed of or transported to, on or under the Premises as a result of the Grantee's construction, piercing the cap over the land fill, and/or use of the Premises

or the Site or by the Grantee or its employees, agents or contractors. For purposes of this Agreement, "**hazardous substances**" shall mean (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive or carcinogenic, (iii) any substance the presence of which on the Premises causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the Premises or property adjacent thereto, or (iv) any substance the presence of which on the Premises requires investigation or remediation under any hazardous substance law, as the same may hereafter be amended. "Hazardous Substance Law" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq.; the resource Conservation and Recovery Act, 42 U.S.C. 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq.; the Clean Water Act, 33 U.S.C. 1251 et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. 136 et seq.; the Toxic Substances Control Act, 15 U.S.C. 2601 et seq.; the Emergency Planning and Community Right to Know Act (SARA Title III) 42 U.S.C. 11001 et seq.; and any applicable state law or regulation.

27. **GOVERNING LAW.** This Agreement shall be governed and interpreted under the laws of the State of Illinois.

28. **MISCELLANEOUS.** The terms of this Agreement may be modified and amended from time to time by a written amendment signed by the Parties hereto or their successors and assigns.

(A) If any suit or action shall be brought to enforce or declare any of the terms of this Agreement, to terminate this Agreement, to recover possession of the Site, or to recover any Fee or damages sustained as a result of a default in the performance of any obligations under this Agreement or a breach of any of the representations and warranties herein contained, the Party not prevailing in such suit or action shall be liable to the prevailing Party for the prevailing Party's costs and expenses, including, but not limited to, court costs and reasonable attorneys' and expert witnesses' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

(B) Each Party hereto represents and warrants that it has full power and authority to enter into this Agreement and to perform the covenants and obligations herein contained. Each person executing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement.

(C) This Agreement and all the rights, covenants, and obligations contained in

this Agreement shall inure to the benefit of and be binding upon the Parties and their successors and assigns. It is understood that as of the date of this Agreement, the Grantee is comprised only of the Party or Parties named as such in this Agreement or any other instrument executed herewith.

(D) The failure of any Party to exercise any right, power or remedy given to it under this Agreement, or to insist upon strict compliance with it, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by any party of its rights at any time to require exact and strict compliance with all of the terms of this Agreement. The rights or remedies under this Agreement are cumulative to any other rights or remedies which may be granted by law.

(E) Except as expressly set forth herein, this Agreement constitutes the entire agreement between the Parties hereto with respect to the relationship of the Parties contemplated herein and supersedes all prior and contemporaneous agreements and understandings, both written and oral, of the Parties with respect to the subject matter hereof. If any clause, phrase, provision or portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement, nor any other clause, phrase, provision or portion thereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances. Changes in the number, gender and grammar of terms and phrases herein, where necessary to conform this Agreement to the circumstances of the Parties hereto, shall in all cases be construed as though in each case fully expressed herein. This Agreement shall be construed in accordance with the laws of the State of Illinois. The invalidity or unenforceability of any provision of this Agreement shall not offset or invalidate any other provision. If any provision of this Agreement is capable of two (2) constructions, one of which would render the provision invalid and the other of which would make the provision valid, then the provision shall have the meaning which renders it valid. In the event any portion of this Agreement or part thereof shall be deemed invalid by a court of competent jurisdiction, such invalidity of said provision or part thereof shall not affect the validity of any other provision hereof. Headings contained herein are for convenience only and shall not be deemed a part of this contract.

(F) The Grantee certifies hereby that it is not barred from entering on this Contract as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that it has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

(G) This Agreement has been negotiated by all parties and shall not be construed






Exhibits

- | | |
|------------------|----------------------------|
| Exhibit A | Site Plan |
| Exhibit B | Signage and Landscape Plan |
| Exhibit C | Letter of Credit |

FOR FILL LOCATION AND LANDSCAPING REFER TO GOLF COURSE ARCHITECT

LEGEND:

-  GRAVEL ACCESS
(6" OF COMPACTED CRUSHED LIMESTONE)
-  CONCRETE PAD
(PER STRUCTURAL ENGINEER)
-  ASPHALT PAVEMENT:
1 1/2" INTRINSIC CONCRETE SURFACE COURSE
2" BITUMINOUS CONCRETE BINDER COURSE
10" COMPACTED CA-6 BASE COURSE

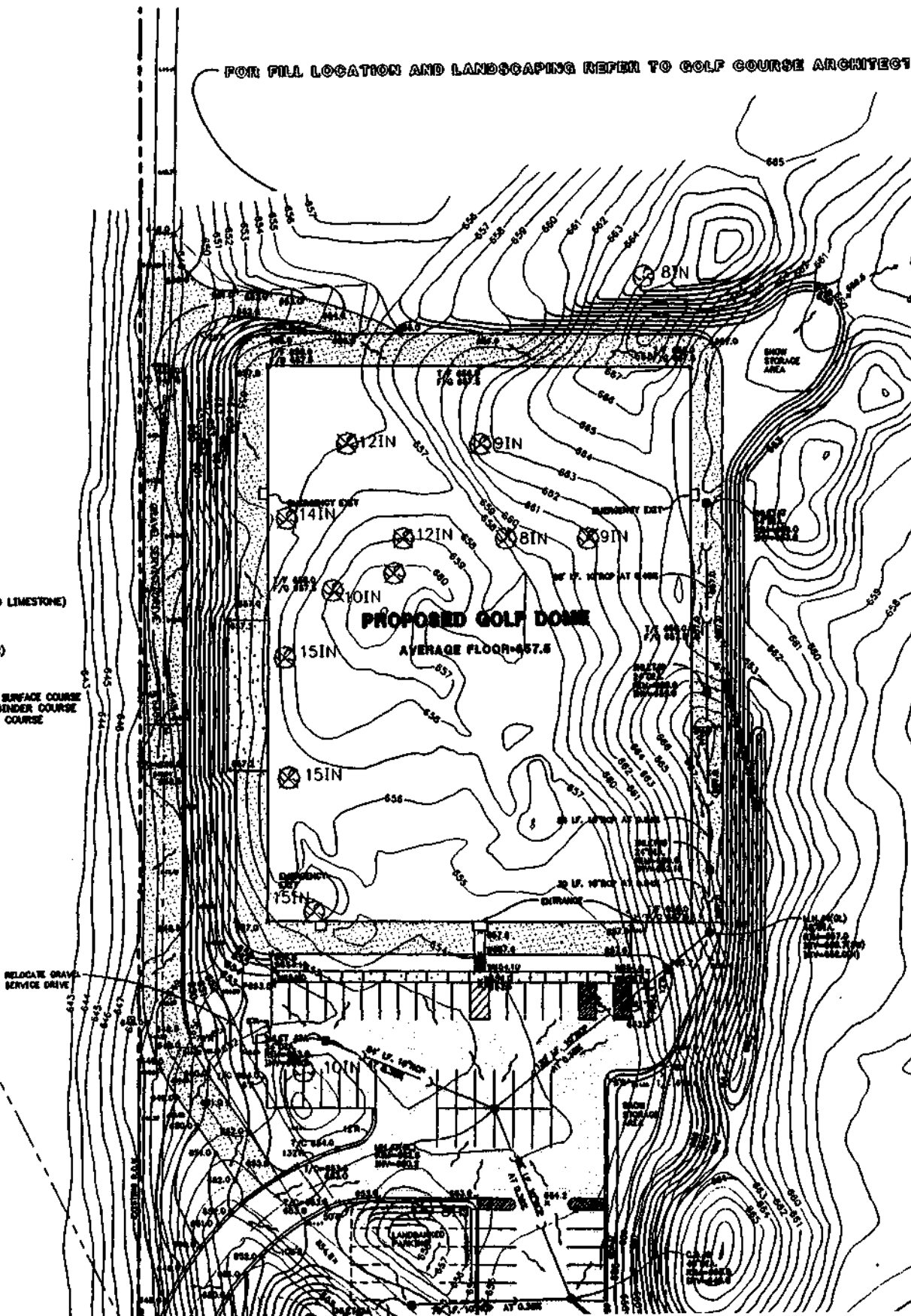


Exhibit C

[NOTICE: THIS DOCUMENT IS A MODEL ONLY, PLEASE RETYPE ON THE LETTERHEAD OF THE ISSUING BANK]

IRREVOCABLE STANDBY LETTER OF CREDIT

_____, 19__

City of Highland Park
Attention: City Clerk

Re: Dome Concession Site

Gentlemen:

This is to certify that _____ (hereinafter referred to as "Bank") has established an Irrevocable Standby Straight Commercial Letter of Credit for the account of MIDLANE DOME, L.L.C., An Illinois limited liability company (hereinafter referred to as "Developer") for the benefit of the City of Highland Park (hereinafter referred to as "City") in the amount of Fifty Thousand Dollars (\$50,000.00), to assure the erection and construction of an inflatable canopy or golf dome and related equipment and improvements (hereinafter collectively referred to as "Improvements") to be constructed and installed by the Developer in the above-captioned location, in accord with the requirements of the Concession and Site Agreement (hereinafter referred to as "Agreement") entered into between the City of Highland Park, an Illinois municipal corporation and home rule unit.

This Letter of Credit shall remain in full force and effect for the period not to exceed twelve (12) months from the date hereof, provided there shall have been given a forty-five (45) day notice of expiration by the Bank to the City Clerk of the City. In no event shall this Letter of Credit terminate unless and until said forty-five (45) day notice of expiration has been given by the Bank to the City Clerk of the City. The entire amount of funds represented by this Letter of Credit is available and shall be payable to the City upon presentment hereof with a sight draft of the City accompanied by a certificate of either the chief financial officer of the City or the City Manager or the Mayor of the City to the effect of any one or more of the following:

- a. That the amount drawn represents funds payable to accomplish payment for the construction of Improvements in accord with the Agreement that the Developer has failed to construct, install, and/or pay for; or
- b. That the amount drawn represents funds necessary to pay for the correction of defects in workmanship and/or materials and/or for maintenance of Improvements in accord with the Agreement; or
- c. That the amount drawn represents funds payable to the City as a result of non-renewal of this Letter of Credit by the Developer and that less than 30 days remain before the expiration date of this Letter of Credit; or
- d. That the remaining amount of funds represented by the Letter of Credit is being drawn because of the insolvency of the Developer.

For purposes of this Letter, "insolvency of the Developer" shall be deemed to have occurred if the Developer shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for sixty (60) days; (iv) make a general assignment for the benefit of its creditors; (v) petition for or consent to the appointment of a

receiver, custodian, trustee or liquidator of itself or of the whole or any substantial part of its property; and/or (vi) cease to install the Improvements for a period of more than six (6) months.

Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when mailed, by registered or certified mail, addressed: If to the City: City Clerk, City of Highland Park, 1707 St. Johns Avenue, Highland Park, Illinois 60035, with copy to the Mayor; or, if to the Bank: _____, _____ Street, Chicago, IL 606____, Attention: _____.

If at any time this Letter will expire within thirty (30) days or any lesser number of days and if this Letter has not been renewed, and if any applicable obligation of the Developer for which its security remains uncompleted or is unsatisfactory, then the City may, without notice and without being required to take any further action of any nature whatsoever, call and draw down this Letter of Credit.

Upon the expiration of this Letter and failure of the City to draw upon this Letter of Credit as set forth hereinabove, the rights of all persons to draw upon undisbursed funds remaining in this Letter of Credit shall cease and terminate.

Bank (Seal)

By: _____
its _____

Attest:

its _____

Accepted this _____ day of _____, 199__.

City of Highland Park, Illinois

By: _____
Mayor

Attest:

City Clerk

(SEAL)



Memorandum

To: Board of Commissioners
From: Annette Curtis, Director of Finance & IT, and Liza McElroy, Executive Director
Date: July 10, 2018
Subject: **TIF update: Briergate- Joint Board of Review**

Briergate:

The Briergate Business District TIF was created in December 11, 2017 and will expire within 23 years. The primary goal, to encourage redevelopment to revitalize the Briergate area in order to improve the quality of life in the community, and to ultimately benefit all taxing bodies.

Boundaries:

- Old Skokie Road on the east
- Deerfield Road on the west
- Old Deerfield Road to Ridge Road
- Portion of the ComEd property on the northern boundary

129 acres in total, currently zoned for retail and light industrial

Projected 2018 Tax Increment Revenue \$97,709, \$46,000 has been collected YTD. 2018 expenditures \$54,245 relate to the TIF designation analysis. Projected 2018 fund balance \$43,464.

Base EAV \$29,103,332 2017 EAV \$30,356,899

2017-2018 Action steps taken by City

- Potential land use, and zoning changes were discussed at the City's Committee of the Whole Meeting.
- Neighbor meeting was held to discuss land use and redevelopment.

2018-2019 Development:

- 1600 Old Deerfield Road- An offer was accepted for the property. Discussion are in the due diligence period.
- The City received a residential land use proposal for the property.
- Toys R Us property will be auctioned on July 12th.
- \$10M of improvements planned for Old Skokie Road by Tesla

Note:

The Briergate TIF Intergovernmental Agreement that was finalized in late 2017 includes the following section:

SECTION 6. PARK DISTRICT IMPACT.

The City acknowledges and agrees that: (a) it will require payment of development impact fees and/or the provision of land in connection with new developments within the Briergate TIF District, to the extent provided and required by Chapter 160 of the City Code; (b) it will use its best efforts to ensure that the developer of new residential units within the Briergate TIF District provide all land and funding, at no cost to the PDHP, for the construction of a public park that is commensurate with the size and density of such residential development, in accordance with then-prevailing PDHP standards; and (c) neither the execution of this Agreement nor the adoption of the Briergate TIF District is to be deemed or interpreted as an obligation of the PDHP to incur any costs in connection with the design or development of any public park to be located within the TIF District, nor an obligation for the PDHP to own or maintain any such park. The City further agrees that prior to the issuance of any building permits for the construction of any housing units within the TIF District, it will require the developer of such units to meet with representatives of the PDHP to discuss the provision of land and/or the design and development of a public park in connection with such construction.



Memorandum

To: Board of Commissioners
From: Annette Curtis, Director of Finance & IT, and Liza McElroy, Executive Director
Date: July 10, 2018
Subject: **TIF update: Ravinia- Joint Board of Review**

Ravinia

The Ravinia Business District TIF was created in 2005 and will expire in 2029. The primary goal, ensure the Ravinia Business District continues to serve as a viable neighborhood retail district, while maintaining its historical character. Created using a 'pay as you go' approach, no bonds have been issued, instead projects are supported through the accumulation of property tax revenue. Cumulative total since inception:

- property tax increment revenue \$1,886,096 (2017 \$213,987)
- interest revenue \$8,266
- expenditures \$443,721

The fund balance as of December 31, 2017 came to \$1,450,640.

Base EAV \$6,437,551 2017 EAV \$9,314,110 PDHP's estimated forgone revenue \$15,200.

During 2017, \$0 were spent. The Ravinia District Infrastructure Investment Action Plan (2017-2028) was finalized. Contracts were approved by the City Council in January 2018:

- RATIO Design
- SpaceCo Engineering
- HAI Cost Engineering
- Schuler Shook (lighting)

2018-2019 development will continue:

- Implement- Infrastructure Action Plan
- Complete 100% construction documents for street lights
- Complete 60% engineering drawings for streetscape
- Continue marketing of area in coordination with Special Service Area (SSA) 17

Development of 515 Roger Williams Avenue, is anticipated to commence in 2018. Per the City's website, the City is working with Klairmont Investments, LLC to finalize the proposed four-story mixed-use building with 30 rental units. No TIF revenue will be used for the project.



Memorandum

To: Board of Commissioners
From: Annette Curtis Director of Finance & IT, Jeff Smith Assistant Director of Parks, Properties and Planning, and Liza McElroy, Executive Director
Date: July 10, 2018
Subject: **Purchasing Policy**

Policies formalize good operational and financial practices, promoting stability and organization for the districts. Specifically, financial policies define limits on actions taken by staff. Creating an environment of strong internal controls. From time to time policies should be reviewed and updated to reflect current operations, new standards, and/or new laws.

The Purchasing policy has been updated to provide functionality while maintaining strong controls. Some sections were slightly updated while others were rewritten or eliminated. An attempt was made to remove procedures. Senior Planner Amalia Schwartz, created the Projects Purchasing Manual which is a dynamic document providing staff with step by step procedures for various purchasing scenarios.

Major updates:

- 3.15.12 Independent Contractor Agreement- now clearly states “regardless of dollar amount, an Independent Contractor Agreement and Certificate of Insurance are required for all services occurring on PDHP property or for the Park District.
- 3.15.15-3.15.20 Purchasing limits were updated to reflect changes in Park Code and organizational structure. (If purchasing authority is approved by supervisor)
 - Coordinator \$500 (no change)
 - Supervisors and Trades & Specialty Staff \$500- \$2,499 (added)
 - Managers \$ 2,500- \$4,999 (added)
 - Assistant Directors and Directors \$5,000-\$14,999 (increase from \$4,999)
 - Executive Director \$15,000- \$24,999. (increased from \$19,999 due to change in park code). Bid levels are now \$25,000.
- 3.15.22 Waiver of Competitive Bidding was expanded to better define the type of purchase.
- 3.15.23-3.15.29 discuss RFP, RFQ, & Bids. These sections were edited to provide policy guidance for staff, and direction to utilize the Projects Purchasing Manual for procedure.
- The Purchasing Card policy was added to subliminate the Purchasing Policy. It is not intended to avoid or bypass appropriate policy.

Attached are the updated Purchasing Policy #3.15 and Purchasing Card Policy #3.15A for discussion at July's Workshop meeting.



PARK DISTRICT OF HIGHLAND PARK

DEPT: Finance

Policy #: ~~3.16A-15A~~

APPROVED: 7/26/2016

REVISED:

Purchasing-Purchase Card Policy

~~3.16A15A.1~~ Statement of Policy

The Purchasing Card or P-card is intended to streamline and simplify the purchasing and payment processes. It is not intended to avoid or bypass appropriate purchasing policies outlined in Policy #: ~~3.1615~~.

The P card will be issued in the employee's name, ~~and~~ The District's logo and tax exempt number will appear on the card. The card is to be used only for official purchases and will enable purchases by telephone, fax internet or in person. Use of the card for personal items is prohibited, even when the user intends to or actually does reimburse the District. The cardholder is committing the District funds each time the card is used. The cardholder is the person responsible for all charges made to the card. Intentional misuse, fraudulent abuse and improper record keeping will subject the cardholder to disciplinary action in accordance with Park District of Highland Park's Policies and Procedures relating to disciplinary action and/or termination for cause.

~~3.16A15A.2~~ Card Issuance/Limits

P-cards will be issued to employees who have a need as determined by their Department Head and approved by the Director of Finance & IT. Card limits will be set for each person in accordance with Policy #3.16, the position within the district and purchasing needs.

1. Single Purchase Limit: This is the maximum dollar amount that can be spent on each purchase. If the purchase amount exceeds the limit the authorization is denied and the purchase cannot be made with the card. See Section 3.16A.6 for more information. Limits are set as follows:

a. Executive Director	\$ 24,999.99
b. Directors & Assistant Directors	\$ 14,999.99
c. Managers	\$ 4,999.99
d. Supervisors, Trades and Specialty Staff	\$ 2,499.99
e. Coordinators	\$ 499.99
2. Total Credit Limit- There is a maximum dollar amount that can be outstanding at any time. The credit limit is restored 1 day after the cutoff date, pending manager approval on prior transactions. Credit limits for cardholders will be established by need. If the limit is reached, new attempts for purchases will be denied.
3. Purchases of \$2,500 and up require three written quotes. In lieu of completing the Price Quote Summary form, quotes can be entered in the comment section of [P-Card website Works\[abs\]}. See Section ~~3.165.17~~.](#)
4. If a fee is charged for using the credit card, do not make payment with the card.

~~3.16A15A.3~~ Cancellation of Card

Cardholders or supervisor must return P-cards to the Program Administrator immediately upon request or upon termination of employment.

3.46A15A.4 Changes to Authorization

The Program Administrator ^[abs2] must be contacted when changes need to be made to existing cards. All requests must be submitted in writing using the Request for Changes form. All changes in spending limitations or restrictions must be approved by the Director of Finance & IT.

3.46A15A.5 Lost Cards

If a card is lost or stolen, the Cardholder must immediately notify Bank of America at (800) 538-5788 (24 hours a day, 365 days a year). The cardholder must notify the Program Administrator at the first opportunity during normal business hours.

3.46A15A.6 Request for approval for purchase above standard single purchase limit

Through Purchase Request function in Works, a cardholder, may request approval by their supervisor for a single purchase above their normal transaction limit. If the purchase request is greater than the supervisors purchase limit, the supervisor should initiate the purchase, by requesting a single purchase limit increase from their supervisor, and completing the purchase.

3.46A15A.7 Purchase Card Security

Authorized use of the Card is limited to the person whose name appears on the face of the card. The Card cannot be loaned to another person; however, the card may be used to make purchases for an employee in your department. The holder of the Card is ultimately responsible for all purchases made with the Card.

The Card, or any documents containing the Card number, should be kept in an accessible but secure location. The account number and any passwords or P.I.N. numbers should not be posted or left in a conspicuous place.

3.46A15A.8 Returns

Returns must be handled as credits and must be treated as separate transactions. Returns are not to be handled as exchanges or combined with other purchases. A separate transaction must be placed to re-order. **Cash refunds are not allowed under any circumstance.**

3.46A15A.9 Disputed items or sales tax charged

Disputes should be resolved between the Cardholder and the vendor. If the Cardholder and the vendor cannot resolve an issue, the Cardholder should contact Bank of America. Per State code, Park District of Highland Park is not obligated to pay sales tax.

3.46A15A.10 Charge Card Purchase Transaction Sign-off/Approval

Each cardholder must sign off on purchases, entering the business purpose and GL account information. Approval is needed by supervisor on each transaction before credit limit is restored.

3.46A15A.11 Statement Reconciliation

The cardholder is responsible for retaining all documentation (a receipt, invoice or other appropriate support) for purchases and returns and reconciling to the monthly statement. All original support must be turned in with the statement to the Business Office by 15th of month.



PARK DISTRICT OF HIGHLAND PARK

DEPT: Finance

Policy #: 3.1615

APPROVED: 7/26/2016

Purchasing

REVISED:

3.15.1 Introduction and Statement of Policy

~~The Purchasing Policy provides the Park District of Highland Park staff with guidelines and directions for the acquisitions of goods and services. When used with good judgment and common sense, these policies will allow the District to obtain needed supplies and services efficiently and economically. Although it may not answer every question related to purchasing practices, it does provide general guidelines for purchasing activities. Employees with questions or who need assistance with specific situations not covered in these policies should contact the Executive Director or Director of Finance and IT.~~

~~The purpose of this purchasing manual is to provide the Park District of Highland Park staff with guidelines and directions for the acquisitions of goods and services. When used with good judgment and common sense, these policies and procedures will allow the District to obtain needed supplies and services efficiently and economically.~~

~~This document is divided into individual sections dealing with purchasing policies and procedures. The policy sections contain all the purchasing policies as reviewed and recommended by the Park District Board which must be adhered to by staff. The procedure sections provide a "how to" guide for processing purchases including the use of purchasing cards.~~

~~Employees as well as non-employees who carry out the functions of the District are expected to read the policy manual and provide the Department of Finance with feedback on its contents. This document is designed to be fluid in nature and will be modified from time to time to conform to changes in legislation, technology, and actual practice. Although it may not answer every question related to purchasing practices, it does provide general guidelines for purchasing activities. Employees with questions or who need assistance with specific situations not covered in this document should contact the Executive Director or Director of Finance.~~

The Executive Director, or designee, will be the final authority regarding interpretation and enforcement of any of the provisions contained herein. Failure to follow the procedures outlined in this document, can have ramifications which are detrimental to the District. As a result, staff found to be non-compliant with these policies are potentially subject to disciplinary action in accordance with the Park District of Highland Park Employee Personnel Manual.

3.15.2 Code of Ethics

All personnel engaged in purchasing and related activities must conduct business dealings in a manner above reproach in every respect. Transactions relating to expenditure of public funds require the highest degree of public trust to protect the interests of the District and the residents of Highland Park. Park District employees must strive to:

1. Ensure that public money is spent efficiently and effectively and in accordance with applicable statutes, regulations, ordinances and District policies.
2. Not accept gifts or favors from current or potential suppliers which might compromise the integrity of the purchasing process (See Ethics Act, 5 ILCS 430/10-

| 10 et seq.).

3. Specify generic descriptions of goods, use performance specifications, and use “or equal” language whenever possible in lieu of brand names (however, if you believe that purchasing a particular brand is in the best interests of the District, you should

consult with the Executive Director and/or legal counsel concerning the authority of the Park District to do so and the procedures required under the Illinois Park Code).

4. Never allow foreseeable purchases ~~orders~~ for identical goods or services to be split or prepared in a manner that would avoid approvals or otherwise circumvent policy.
5. Purchase without favor or prejudice.
6. Ensure that all potential suppliers are provided with adequate and identical information upon which to base their offer or quotation and that any information provided to one interested and registered vendor is given to all interested and registered vendors.
7. Establish and maintain procedures to ensure that fair and equal consideration is given to each offer received and that selection is based upon the objective criteria and published criteria such as the lowest responsive and responsible bid or the qualifications of the vendor.
8. Offer a prompt and courteous response to all inquiries from potential or existing suppliers.
9. Avoid the appearance of impropriety.
10. Disclose to the Executive Director any direct or indirect financial interest in any contract to be awarded by the Park District and abstain from participating in any part of the procurement process for such contract.

It will be the responsibility of the Executive Director to determine if a violation of this Code of Ethics has occurred and if disciplinary action is necessary in accordance with the District's personnel manual.

3.15.3 Conflict of Interest Policy

Except as may be disclosed to and permitted by the Park Board, it will be a breach of ethical standards for any employee to participate directly or indirectly in the purchasing process when the employee knows that:

1. The employee is employed by, or otherwise has a financial interest in, a bidder, vendor, or contractor involved in the procurement transaction; or
2. The employee, the employee's partner, or any member of the employee's immediate family has a financial interest in, or holds a position with a bidder, or contractor, such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction; or
3. The employee, the employee's partner, or any member of the employee's immediate family has a financial interest arising from the procurement transaction; or
4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning prospective employment with a bidder, vendor, or contractor.
5. The employee has accepted gifts from a vendor in violation of the State Officials and Employees Ethics Act, 5 ILCS 430/10-10 et seq..

An employee's immediate family is defined as a spouse, children, parents, in-laws, brothers and sisters, and any other person living in the same household as the employee.

A financial interest includes any contingent compensation or ownership or investment interest including stock, partnership shares and limited liability company memberships, as well as loans, bonds, or other financial instruments that are secured by an entity's property of revenue.

It is the responsibility of the Executive Director to determine if a violation of this Conflict of Interest policy has occurred and if disciplinary action is necessary in accordance with the District's Personnel Manual.

3.15.4 Multi-Year Contracts

With some specific exceptions set forth in the Illinois Park Code, the Park District is not authorized to enter into multi-year contracts. Consult with legal counsel concerning automatic renewal provisions and other terms extending a contract beyond 1 year.

3.15.5 Prompt Payment

The Park District of Highland Park shall promptly pay its obligations in compliance with the Illinois Local Government Prompt Payment Act.

3.15.6 Policy Encouraging Economizing Purchases

The Park District of Highland Park shall endeavor to maximize its financial resources whenever possible. To this end, the District will seek to economize purchases in appropriate areas. Participation in programs such as the State of Illinois joint purchasing program or the utilities purchasing co-op to mutually share and lower cost is encouraged (there are several joint purchasing groups serving units of government in northern Illinois). Likewise, the District will work towards consolidating purchases of similar items such as office supplies in order to realize better pricing. Whenever possible, the District will use Purchasing Cards to take advantage of their inherent efficiencies and to increase the rebate that comes to the District annually. The District shall strive to be fiscally responsible in its purchases to the extent possible under prevailing market conditions and without jeopardizing any recreation program's performance or customer's satisfaction.

3.15.7 Sole Source Purchasing

Contracts for parts, supplies or equipment that are available only from a single source (such as equipment for which there is no comparable product, utilities, a replacement part for which only the manufacturer can deliver, or compatibility issues such as software) are referred to as sole source purchases. These items are not subject to quotes and bids but purchases must be approved by the Board of Commissioners. ~~The appropriate form for Sole Source Purchases may be obtained from the planning office. (See Appendix A for sample)~~

3.15.8 Emergency Purchases Policy

The Executive Director may override all policy in the event of an emergency requiring the immediate purchase in order to safeguard the public's health and safety. Emergency purchases over \$25,000 should be ratified by a vote of ¾ of the members of the Board.

3.15.9 Approval of District Purchases

An employee shall not purchase goods or services on behalf of the District without obtaining approval as required by this policy. ~~All purchases require advance approval of the appropriate Department Head.~~ All purchases must follow the appropriate procedures ~~(no matter the anticipated cost)~~. Any person responsible for approving purchases at any level may delegate their approval authority to a designee in the event they are unavailable to approve purchases. However, responsibility still lies with the person responsible for approving purchases, not the designee.

Department Heads bear the responsibility for operating within their annual budgets approved by the Board of Commissioners. Thus, items whose order would exceed the total budgeted amount within each Department's budget may not be ordered, except with prior approval by the District Board. The Board may increase a ~~department's~~ Department's budget by approving an appropriate budget amendment subject to compliance with the annual appropriation ordinance. ~~Department Heads also bear full responsibility for all expenditures charged to their individual operations, and accordingly, must document their approval of all disbursements before payment can be made.~~

Contracts: The Board is responsible for signing all contracts. However, it also has the authority to designate a member of the District to sign contracts or amendments to contracts on behalf of the District. The Board has designated the Executive Director to sign all contracts. However, in the interest of efficiency, the Executive Director is given the authority to designate that all contracts less than \$10,000 may be signed by the Deputy Director or appropriate Department Head. Contracts in excess of \$10,000 must be executed by the Executive Director. ~~Confer with the Director of Planning and Projects or the Executive Director as to who should sign the Contract.~~

3.15.10 Prepayments

The District will not pay for goods and services until the goods are completely received and stored or the service is rendered. The District recognizes the following exceptions:

1. Deposits on certain jobs or activities.
2. Memberships, training, books, and periodicals
3. Payments to local, state, and federal agencies
4. Service, Postage and Maintenance Contracts
5. Small orders where the department head approves prepayment
6. Approval by the Director of Finance and IT or Executive Director
7. Approval by the Board of Commissioners

3.15.11 Manual Checks

Manual checks are interim checks issued to vendors as payments for goods delivered or services performed. The checks are issued between normal accounts payable cycles (after Commissioners have approved the voucher list) when an emergency or other extenuating circumstances as

determined by the Director of Finance and IT makes it impractical or unreasonable to process the payment following normal payment methods. As the name implies, manual checks are labor intensive and time consuming to issue, therefore, their use as a method of payment must be restricted to unique and special services.

3.15.12 Independent Contractor Agreement

Regardless of dollar amount, an Independent Contractor Agreement (ICA) and Certificate of Insurance are required for all services occurring on Park district property or for the Park District's benefit. Whether the goods or services are obtained by Request for Proposal (RFP), Invitation for Bid, or a Request for Qualifications (RFQ), or otherwise, the District must receive an executed copy of an approved written contract (typically a purchase order or invoice for modest purchases of goods; or typically one of its Independent Contractor Agreements (ICAs) for services; or an AIA form contract with modifications for large construction projects).

3.15.13 Prevailing Wage

The Park District of Highland Park requires all Contractors (and their subcontractors) performing work on Park District property, or performing maintenance work on the equipment that maintains District property; or performing other work paid for with Park District funds (e.g., intergovernmental agreements or public-private partnerships) to comply, to the extent applicable, with all provisions of the Prevailing Wage Act (810 ILCS 130/1 et seq.). The Prevailing Wage Act further requires that the Park District expressly set forth this compliance requirement in writing in the Request for Proposals/Invitation to Bid and in the contract itself. The Prevailing Wage Act specifies that no less than the General Prevailing Rate of Wages as determined annually by the Park District shall be paid each craft or type of worker or mechanic needed to execute the contract or perform the work. A schedule of the current prevailing rate of wages is maintained in the Planning Department and should be included in each contract.

3.15.14 Budgeted vs. Non-Budgeted Purchases

All Capital items must be individually budgeted. If an item is to be purchased from a Capital account, the item must be specifically identified in the budget or else it is considered a non-budgeted item and subject to the approval of the Executive Director and Board.

PURCHASING/APPROVAL LIMITS- 3.15.15-3.15.20

The type of purchase (Labor & Materials, Equipment & Supplies, or Professional Services) and the amount of anticipated expenditure will determine if a Request for Proposal (RFP), Request for Qualifications (RFQ) or formal Bid is needed. The Purchasing Type Matrix and Project Purchasing Procedure Manual, both of which are incorporated herein by reference, provide procedures to follow, and should be reviewed in conjunction with the Purchasing Policy.

3.15.15 Purchases of less than \$500

- ~~1. The Authorized~~ Authorized purchasers ~~'s direct report has~~ have the authority to ~~approve the~~ purchase of budgeted items under \$500.
2. Telephone or written quotes are not required but staff is advised to make every effort to solicit the lowest price for items purchased.
3. ~~After a price has been agreed upon~~ the purchase is made, the purchaser will submit an invoice or check request to their appropriate supervisor for approval and submission to the Finance office ~~Business Office~~.

3.15.16 Purchases of \$500 to \$2,499.99

1. ~~Department Heads~~Supervisors and Trades & Specialty Staff have the authority to ~~approve the purchase of~~ budgeted items under ~~\$2,500~~. As is the case with purchases less than \$500, telephone or written quotes are not required but staff is advised to make every effort to solicit the lowest price for items purchased.
2. After ~~a price has been agreed upon~~the purchase is made, the purchaser will submit an invoice or check request to their appropriate supervisor or designee for approval and submission to the ~~Finance office~~Business Office.

3.15.17 Purchases of \$2,500 to \$4,999.99

1. ~~The Executive and Finance Directors~~Managers have authority to ~~approve the~~ purchase of budgeted items under ~~\$4,999.5,000~~.
2. A minimum of three written quotes should be obtained and documented on the Price Quote Summary Form:
For purchases of equipment and supplies ("E&S") (without any installation work by the vendor), solicitation of these quotes may be made to local or preferred contractors and should use the "E&S.2500nte19999.RFP"
For projects involving labor and materials ("L&M") (e.g., park facility improvement projects; equipment to be installed by vendor), solicitation of these quotes may be made to local or preferred contractors and should use the "L&M.nte4999.RFP".
For purchases of professional services (e.g., auditors, consultants, testing agencies), use the "Professional Services.RFP".
The Price Quote Summary form should be used to record all quotes received. An original copy from each individual/company submitting a quote on the item(s) must be attached to the Summary form. The form can be located in the personnel policy handbook. Note: Absent a formal bid scenario (see bids), the solicitation and subsequent responses may be sent through alternative means such as email or fax.
3. If authorized by the Executive Director, written quotes may be solicited in person or over the phone. Normally, such permission will only be given if the item can be identified by a specific brand and model number. It is the goal of the Park District that these types of quotes be rarely used (see code of ethics) but when used, they must contain the following information:
 - a. Quantity
 - b. Brand and Model Number
 - c. Detailed Description of item or service to be purchased d. Unit Price
 - e. Number of Days Quote shall be Considered Firm
43. After a price has been agreed upon~~After the purchase is made~~, the purchaser will submit an invoice or a check request and Quote Summary Form to their appropriate supervisor or designee for approval and submission to the Finance Business office.

3.15.18 Purchases of \$5,000 to \$14,999

1. Assistant Directors and Directors have the authority to approve the purchase of budgeted items under \$15,000.
2. A minimum of three written quotes should be obtained and documented on the Quote Summary Form.
3. After the purchase is made, the purchaser will submit an invoice or check request and Quote Summary Form to their appropriate supervisor or designee for approval and submission to the Business Office.

~~1. 3.15.19 Purchases of \$15,000 to \$192,999.99~~

~~2.~~ The Executive Director has the authority to approve the purchase of budgeted items under \$20,000+ .999.

~~1.~~

~~3.~~ ~~2.~~ Based on the purchase type, Labor & Materials, Equipment & Supplies or Professional Services RFP will be utilized. The Purchasing Type Matrix and Project Purchasing Procedure Manual provide direction, and should be followed. A minimum of three written quotes should be obtained. Because of the size of these projects, staff should seek a broader solicitation of proposals rather than just targeting local or preferred vendors.

For purchases of equipment and supplies ("E&S") (without any installation work by the vendor), solicitation of these quotes may be made to local or preferred contractors and should use the "E&S.2500nte19999.RFP"

For projects involving labor and materials ("L&M") (e.g., park facility improvement projects; equipment to be installed by vendor), solicitation of these quotes may be made to local or preferred contractors and should use the "L&M.5k nte19999.RFP". (Be advised that per state statute, Contractors are required to provide surety bonds (performance and payment) for all contracts for labor and materials to improve Park District facilities that are \$5,000 or more, and this is set forth in the RFP.)

For purchases of professional services (e.g., auditors, consultants, testing agencies), use the "Professional Services.RFP".

The Price Quote Summary form should be used to record all quotes received. An original copy from each individual/company submitting a quote on the item(s) must be attached to the Summary form. The form can be located in the personnel policy handbook.

~~4.2.32.~~ If authorized by the Executive Director, written quotes may be solicited in person or over the phone. Normally, such permission will only be given if the item can be identified by a specific brand and model number. It is the goal of this Park District that these types of quotes be rarely used (see code of ethics) but when used, they must contain the following information:

- a. Quantity
- b. Brand and Model Number
- c. Detailed Description of item or service to be purchased
- d. Unit Price
- e. Number of Days Quote shall be Considered Firm

~~3.~~ ~~43.~~

After the purchase is made, the purchaser will submit an invoice or check request along with supporting documentation to the Executive Director for approval and submission to the Business Office.

If authorized in advance by the Executive Director, in person or telephone quotes may be used if deemed appropriate and beneficial to the District. A minimum of three quotes should be obtained. The Price Quote Summary Form should be used.

~~5.~~ After a price has been agreed upon, the purchaser will submit a check request to their appropriate supervisor for approval and submission to the Finance office.

3.1615.20 Purchases of Labor & Materials, Equipment

Purchases in excess of \$20,000 are typically, with a few exceptions, subject to the formal competitive bidding process. For purchases of equipment and supplies ("E&S") (without any installation work by the vendor), use the "E&S.20,000+.1FB". For projects & Supplies in Excess of \$24,999

~~involving labor and materials (“L&M”) (e.g., park facility improvement project) equipment to be installed by vendor), use the “L&M.20,000+.IFB”. For professional services (e.g., auditors, consultants, testing agencies), use the “Professional Services.RFP”. Purchases in excess of \$24,999 may be subject to the bid process or RFQ process. The Purchasing Type Matrix and Project Purchasing Procedure Manual provide direction, and should be followed.~~

3.15.21 Competitive Bidding Exemption

When in the ordinary course of business, no single purchase of, or individual contract for, specific types of supplies and materials exceeds ~~\$24,999~~~~0,000~~, but the total dollar value of all purchases and/or contracts for said specific types of supplies and materials during the fiscal year does exceed ~~\$20,000~~~~24,999~~, the separate purchases may not be subject to the competitive bidding requirement and may not require the Board approval of waiver of bids. Where a bid waiver is determined to not be necessary, said purchases will still be required to obtain best pricing through the quote process. Purchases which are foreseeable should not be separated for the purpose of exploiting the competitive bidding exemption (See the Code of Ethics).

3.15.22 Waiver of Competitive Bidding

The Board of Commissioners, upon a finding that a particular purchase is by its nature not adapted to competitive bidding, may waive the competitive bidding procedures and enter into a contract or agreement. Such purchases include contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part; contracts for the printing of finance committee reports and departmental reports; contracts for the printing or engraving of bonds, tax warrants and other evidences of indebtedness; contracts for utility services such as water, light, heat, telephone or telegraph; contracts for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and interconnect equipment, software, or services; contracts for duplicating machines and supplies; contracts for goods or services procured from another governmental agency; purchases of equipment previously owned by some entity other than the district itself; and contracts for the purchase of magazines, books, periodicals, pamphlets and reports. Requests for bid waivers will be made only when ~~goods or services are proprietary where standardization is necessary or desirable,~~ in emergencies or, when items have been competitively billed through joint purchasing agreements, ~~or when it is in the District's best interests.~~ A recitation of the facts supporting the finding must be included in the information forwarded to the Board.

3.15.23 Sending out the appropriate package

~~Depending on the purchase type, with an amount of anticipated expenditure over \$15,000~~~~Depending on the type of service or goods to be procured and the amount of the anticipated expenditure,~~ staff must make a determination as to the appropriate document template to use: Refer to the Purchasing Type Matrix and Purchasing Procedure Manual for more information. ~~Invitation to Bid, Request for Proposals (Small or Standard), or an Request For Qualifications.~~

RFP – Equipment and Supplies/Labor and Materials

The appropriate Request for Proposal template should be used for the procurement of equipment and supplies or labor and materials where the anticipated cost is \$15,000 or more, but does not exceed \$24,999.99.

~~An RFP should be used for contracts for equipment and supplies or labor and materials work where the anticipated cost is \$2,500.00 or more, but does not exceed 19,999.99. Separate~~

templates exist for Equipment and Supplies ("E&S") and for projects involving labor and materials ("L&M").

RFP – Professional Services

The RFP-Professional Services.RFP Template should be used for the procurement of professional services highly skilled nature (e.g., auditors, consultants, construction managers) where the anticipated cost is \$15,000 or more. These are services that are not adapted to award by competitive bidding and include contracts for the services of individuals possessing a high degree of professional skill where the education, experience, or character of the individual is a significant factor in determining their ability to meet the District's needs.

The RFP-Professional Services Template should also be used for Architects, Engineers or Surveyors when the anticipated fee is between \$15,000 and \$24,999.99. An RFQ is required when the anticipated fee is over \$25,000.

With respect to firms whom the Park District already has a satisfactory relationship, the RFP-Professional Services Template is not required and proposals may be solicited directly from the firm regardless of the anticipated fee for services.

These are services that are not adapted to award by competitive bidding and include contracts for the services of individuals possessing a high degree of professional skill where the education, experience, or character of the individual is a significant factor in

determining their ability to meet the District's needs (e.g., auditors, consultants, construction managers).

With respect to professional architectural, land surveying, or engineering services, the "Professional Services.RFP" may be used to solicit proposals from architects, land surveyors or engineers with whom the Park District already has a satisfactory relationship for the type of project or work to be performed. The "Professional Services.RFP" may also be used to solicit proposals from other architects, land surveyors, or engineers if the anticipated fee for their services for the project is less than \$25,000.00.

Where architectural, land surveying, or engineering services in amount equal to or greater than \$25,000.00 are required and the Park District desires to evaluate the qualifications of firms other than, or in addition to, those professionals with whom it has a satisfactory relationship, then staff must consult the Director of Planning and Projects concerning the Request For Qualifications ("RFQ") the Park District will issue and the process that will be followed.

The most significant difference between an Invitation For Bid ("IFB") and a Request for Proposal ("RFP") is that in an RFP setting, the District has the ability to negotiate based on price with all of the vendors submitting qualified proposals. Where an Invitation to Bid has been issued, the Park District must award the contract to the lowest responsive and responsible bidder (or reject all bids). Note: The Park District may still seek a further reduction in price from the apparent lowest responsive and responsible bidder if necessary to bring the project within budget.

RFQ-

A Request for Qualifications MUST be used anytime the District seeks submissions from an Architect, Engineer, or Surveyor where the anticipated fee is in excess of \$25,000 and the Park District desires to evaluate the qualifications of firms other than, or in addition to, those professionals with whom it has a satisfactory relationship. This process is governed by the Local Government Professional Services Selection Act and staff must consult the Director of Planning and Projects concerning the RFQ the Park District will issue and the statutory process that must be followed.

An RFQ is also appropriate to obtain the qualifications of vendors of services requiring a high degree of skill where the selection is to be made on the basis of qualification and not just price.

With an RFQ, staff will review the top [three](#) candidates based on qualifications alone as fee is not considered. After the top candidate is selected, negotiations will ensue with the firm staff determines to be most qualified. If an agreement can't be reached, the second firm and then the third firm (assuming agreement can't be reached with the second firm) will have the opportunity to negotiate with the District. Once negotiations are cut off with a particular firm, in the case of negotiations under the Local Government Professional Services Selection Act (i.e., Architects, Engineers, Land Surveyors), once negotiations are ended with a particular firm, that firm, it cannot be reconsidered.

Requirements of the Local Government Professional Services Selection Act may be waived and an RFQ does not have to be completed if an emergency situation exists and a firm must be selected in an expeditious manner. Requirements of the Local Government Professional Services Selection Act may be waived and an RFQ does not have to be completed if the District wishes to engage a professional with which the District has a satisfactory relationship.

When a Formal Bid is requiredBID

All purchase orders or contracts for supplies, materials, equipment or contractual services, and all public improvement contracts involving the expenditure of more than ~~\$20,000~~24,999 will be awarded to the lowest responsible and responsive bidder. The District shall not be required to accept a bid that does not meet the District's established specifications, terms of delivery, quality, and serviceability requirements. The formal bidding process requires publication of a Notice of the Invitation to Bid, use of the Invitation to Bid Template, and the opening of sealed bids at a specified time: at least 10 days before the bid opening date in a newspaper of general circulation in the area of the District.

3.15.25 Preparing the Bid Document

1. ~~It is the responsibility of the respective department to prepare the bid documents in conjunction with the Planning Department. The current version of the approved bid documents can be obtained from the planning department. The Department is responsible for answering all the questions related to a particular bid. With the assistance of the Parks, Planning and Properties Department, it is the responsibility of the respective department to prepare the bid document. Refer to the project Purchasing Procedure Manual for direction.~~
2. All bid documents must contain the following information:
 - a. Invitation to Bid stating the project name, contract period, bid deposit, bond requirements, drawings requirement, and date, time and location of the bid opening.
 - b. Bid legal notice.
 - c. General Terms, Conditions, Instructions and specifications/drawings (as necessary)
 - d. ~~All contractor certification forms (e.g. certification that bidder has not been banned from bidding on contract as a result of a violation of state statute)~~Contractor's Certification of Eligibility Form
 - e. Bid Proposal Form~~forms~~
 - f. ~~Sample Contract and Sample Policy requirements (including FOIA/Prevailing Wage requirements),~~
3. After these documents have been prepared, they will be reviewed and approved by the applicable department head. The department head shall consider the need for review by the Executive Director and/or legal counsel.
4. After approval of the bidding documents, the Department responsible for the bid is also responsible for forwarding the legal notice to a newspaper of local circulation for publication. Such advertisement must be published once. The publication cannot be less than ten calendar days prior to the day fixed for opening the bids. Where the advertisement is for a public improvement, the published notice need give only a general description of the work to be done or the materials to be furnished, but detailed drawings, plans, profiles and specifications must be made available and placed on file in the Planning Office prior to the first publication of such advertisement, and must be available during business hours for inspection. In such advertisement, the right accept all or any part of any bid and the right to reject any or all bids will be expressly reserved.
5. The approved bid document will then be returned to the originator to be mailed to prospective bidders and made available from the District website.

3.15.26 Additional Requirements for the Bid Document

1. ~~1. **Bid deposit-** For Labor and Materials bids, A~~ cashier's check, certified check, or other approved security in an amount equal to 10% of the bid is customary required to guarantee the successful bidder will sign a contract. All cashier check or cash bid deposits will be returned and are the responsibility of the Contractor to collect.
- 4.2. ~~1.2. **Prevailing Wage** – For Labor bids, a Notice to Contractors regarding the obligation to comply with the Prevailing Wage Act to the extent applicable, shall be included in the bid specifications. See §3.15.13. The bid deposit of all except the three lowest bidders on each contract will be returned within twenty calendar days after the opening of the bids. The remaining bid deposits on each contract will be returned, with the exception of the accepted bidder, after the contract is awarded. The bid deposit of the successful bidder will be returned upon execution of the contract and receipt of performance and materials and labor bonds.~~
23. ~~**Surety Bond-** For Labor and Materials bids, it is recommended that Department making the purchase consider whether the contractor awarded the contract be required to provide a Performance Bond and a Labor and Materials Bond. In instances where the bid is for work over \$50,000, the contractor must provide these bonds. These bonds, issued by a surety company, stipulate a legal, written obligation to guarantee 100% payment for any financial loss caused by default of the contractor. When assigned to the Park District of Highland Park, it grants an assurance as to the performance and successful completion of the terms of the contract and assures the payment of the performance of the work associated with the contract and payment of labor and materials to employees, subcontractors, and suppliers. When preparing the bid document, the originator should consider whether to require contractors to provide a surety bond if awarded the contract. In instances where the proposal or bid is for work over \$5,000, it is customary to require the contractor to prove a surety bond. Occasionally, this requirement may apply to contracts with architects or engineers. A surety bond, issued by a surety company, stipulates a legal, written obligation to guarantee 100% payment for any financial loss caused by default of the contractor. When assigned to the Park District of Highland Park, it grants an assurance as to the performance and successful completion of the terms of the contract and assures the payment of the taxes, licenses, or assessments associated with the contract and payment of labor and materials to employees, subcontractors, and suppliers.~~
34. ~~**Sealed Bids-** All companies or individuals who wish to bid on a good or service must submit their bids in a sealed opaque envelope with the project title on the face, following information on the face: bidder's name, address, subject matter of bid, designated date of bid opening and hour designated for bid opening. If a list of bidders is maintained, all vendors on the list should be sent a copy of the bid document. It is the responsibility of each department to maintain bid lists for those goods or services for which they are responsible.~~
45. ~~**Pre-Bid Conference/Meeting-** If a pre-bid conference meeting is conducted, attendance is a mandatory condition of bidding if so stated. At the pre-bid conference meeting, the responsible department should ensure that all attendees sign a "sign-in" sheet to ensure compliance with this requirement of bidding. Failure to attend a mandatory pre-bid conference meeting will disqualify a bidder from being awarded the contract. Specification clarifications and questions material to the project answered during the pre-bid meeting will be published on the District's website and sent to all registered plan holders.~~
56. ~~**References-** The bid document must instruct the bidder to provide references.~~

3.15.27 Bid Opening Procedures

Bid Opening Procedures

1. All bids and proposals will be kept in the ~~finance office~~Business Office until the date of the opening. All sealed bids will be publicly opened by the Executive Director or a designee at the time stated in the legal notice. At least one other employee must serve as a witness and tabulate the bid results. A summary bid form must be completed. All proposals/bids will be open to public inspection to the extent required by the Freedom of Information Act.
2. All bids must be received by the deadline on the day of the bid. Front desk personnel should be notified of the time and place of the bid opening for that day and reminded that no bids are to be accepted after the deadline for accepting bids. All bid deposits are forwarded to the

~~Finance Department~~Business Office immediately following the bid opening.

3.15.28 Post Bid Opening Requirements

1. After the bid opening has taken place, the responsible employee must prepare ~~an analysis summarizing~~summary of the bids and a recommendation as to who should receive the award. If the District has engaged an architect, engineer or other professional consultant to assist with the evaluation of the bids, the professional shall provide a recommendation regarding the lowest responsive and responsible bidder in consideration of all applicable selection criteria.
2. All bid files should be maintained for ~~ten years~~the length of time required by Illinois State Statute following the completion of the project. Following the award, the originator of the bid results will contact the successful bidder to have contracts signed and notify all other bidders. The signed contract will be maintained in the administrative offices.
3. All contracts ~~for work materials or supplies exceeding \$5,000~~, must be executed in writing and must be signed by the Executive Director or designee. One copy will be maintained by the ~~Administration Department~~District with a second copy delivered to the contractor. All signed contracts, certificates of insurance, and surety bonds must be obtained prior to work beginning.

3.15.29 Summary

As stewards of public monies and for legal reasons, it is critical that all staff follow these policies as well as procedures outlined in the ~~Purchasing~~Purchasing Type Matric and the Project Purchasing Procedure Manual.

3.15.30 Purchasing Card

The Purchasing Card or P-card is intended to streamline and simplify the purchasing and payment processes. It is not intended to avoid or bypass appropriate purchasing or payment procedures. See PP 3.15A.



Memorandum

To: Board of Park Commissioners

From: Ryan Ochs, Superintendent of Golf;
Brian Romes, Director of Recreation and Facilities;
Kathy Donahue, Deputy Director of Operations; Liza McElroy, Executive Director

Date: July 10, 2018

Subject: **SUNSET VALLEY GOLF CLUB – COURSE RENOVATION UPDATE**

Staff will present an overview of the course conditions. Staff will be available to answer any questions.



Memorandum

To: Board of Park Commissioners

From: Brian Romes, Director of Recreation and Facilities;
Kathy Donahue, Deputy Director of Operations; Liza McElroy, Executive Director

Date: July 10, 2018

Subject: **SUNSET VALLEY GOLF CLUB RENOVATION PROJECT UPDATE**

RENOVATION PROGRESS

The Clubhouse renovation at Sunset Valley Golf Club continued to show significant progress in the month of June. Outside the Clubhouse the patio and knee wall have been completed. The trellis is 90% complete and will be done by the first week of July. The East and North walls on the outside of the building have been painted. The concrete tent pad was poured and cut. New curbing was installed along the first tee box and grading on the west side of the building has been completed and prepared for asphalt cart paths to be poured in July. By July 20 new gutters will be installed, the trellis will be completed, the concrete tent pad will be stained, and the entire building will be painted. After July 20 landscaping will be planted and installed on the entire site.

On the inside, the walls have all been painted, floors have been prepped for new carpet and tile, bathroom flooring and wall tile has been installed, and kitchen FRP walls have been installed. Pro shop, lounge and bar flooring will be completed the first week of July. The week after, kitchen and bar equipment, the bar and pro shop desk millwork, lighting, televisions, and reclaimed wood in the lounge area will be installed. Substantial completion and permitting is scheduled for July 20, after which indoor and outdoor furniture will be delivered. The entire Clubhouse project remains on schedule to be completed by August 3.

Other progress on the Clubhouse site includes the completion of the cart barn conversion for the new electric golf carts, demolition of the Parks building and installation of a new sewer drain in the south and east parking lots. New curbing and asphalt will be completed in the parking lot(s) by mid-July, along with installation of the parking lot lights and painting the cart barn.

FINANCIAL REPORT

A variety of change orders were initiated in June due to minor project additions. The most significant additions were new gutters and downspouts on the roof and outdoor hose spigots to the building exterior. The total change orders to date are summarized below and have increased the project total by a net sum of \$23,820.

Change Order Summary

ITEM NO.	CHANGE ORDER DESCRIPTION	REASON	AMOUNT
1	Patio Value Engineering; Track Light Revision	Value Engineering; Discontinued Fixture	\$ (2,522)
2	Structural Repair Issues	Fix Discovered Structural Problems	\$ 9,849
3	F03 Light Fixture and Attic Insulation Revisions	Per Discovered Ceiling Conditions	\$ (14,607)
4	Delete Millwork Shelving	Per PDHP	\$ (1,777)
5	Add Electrical Receptacles at Patio	Per PDHP	\$ 1,385
6	Replace Existing Gutter and Downspouts	Per PDHP	\$ 16,989
7	Door and Hardware Revisions per City & Submittals	Required by Permit Review	\$ 5,459
8	Structural Steel Revisions	Per Discovered Conditions	\$ (1,434)
9	Provide Attic Catwalks; Relocate & Replace Ladder	Discovered Conditions	\$ 4,220
10	FRP Wall Panels	Per PDHP	\$ 3,610
11	Revisions to Concrete Tent Pad	Per PDHP	\$ 2,648
TOTAL CHANGE ORDERS			\$ 23,820

The Park District’s Owner Contingency for the SVGC Renovation project is \$90,892 of which \$62,042 is remaining at the end of June. With one month of construction remaining, staff is confident the project will be completed within budget.

<u>SVGC Clubhouse Renovation</u>	<u>Budget</u>	<u>Project YTD</u>	<u>Variance</u>
Total Hard Costs (GMP)	\$ 1,832,234	\$ 1,360,000	\$ (472,234)
Contingency	\$ 90,892	\$ 28,850	\$ (62,042)
Other Soft Costs	\$ 269,426	\$ 147,300	\$ (122,127)
<u>Total SVGC Clubhouse Renovation</u>	<u>\$ 2,192,552</u>	<u>\$ 1,512,329</u>	<u>\$ (680,224)</u>

PROJECT TIMELINE

Parking Lot Asphalt work to begin	July 9, 2018
Parking Lot Lighting, Cart Barn Conversion and Car Charging work completed	July 13, 2018
Landscaping work to begin	July 16, 2018
Clubhouse building/site construction substantial completion	July 20, 2018
All site work/projects completed	August 3, 2018
Grand Opening	August 17, 2018



To: Board of Park Commissioners

From: Karen Lakoske - Accounts Payable Administrator
Annette Curtis - Finance Director
Liza McElroy - Executive Director

Date: July 10, 2018

Subject: Bills presented for the Board's review on July 10, 2018.
Checks written June 22, 2018 through July 5, 2018.

BILLS

<u>DATE</u>	<u>AMOUNT</u>
June 26, 2018	\$ 4,000.00
July 5, 2018	\$ 629.66
July 5, 2018	\$ 643,414.51
Void Payments	\$ -
Bank Drafts	\$ 62,237.67
P-Card	\$ 252,645.32
TOTAL	\$ 962,927.16

PAYROLL DISBURSEMENTS

TOTAL

GRAND TOTAL \$ **962,927.16**



Park District of Highland Park, IL

Check Register

Packet: APPKT01630 - 20180626 3

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP-AP BANK						
12623	SINFUL SAINTS DIXIELAND BAND	06/26/2018	Regular	0.00	2,200.00	181818
<u>062618</u>	Invoice	06/26/2018	07/04/18 event	0.00	2,200.00	
15686	CIRQUES EXPERIENCE	06/26/2018	Regular	0.00	1,800.00	181819
<u>062618</u>	Invoice	06/26/2018	07/04/18 event	0.00	1,800.00	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	4,000.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	2	0.00	4,000.00



Park District of Highland Park, IL

Check Register

Packet: APPKT01639 - 07052018 2 HPCC

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP-AP BANK						
17055	COMED*	07/05/2018	Regular	0.00	455.51	181820
<u>0203254004061</u>	Invoice	06/14/2018	Golf Learning 05/15/18-06/14/18	0.00	455.51	
17119	JOHNSON CONTROLS	07/05/2018	Regular	0.00	174.15	181821
<u>30687258</u>	Invoice	06/09/2018	29-76 Quarterly Billing 07/01/18-09/30/1	0.00	174.15	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	629.66
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	2	0.00	629.66



Park District of Highland Park, IL

Check Register

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By Check Number

Vendor Number Payable #	Vendor DBA Name Payable Type	Payment Date Payable Date	Payment Type Payable Description	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
Bank Code: AP-AP BANK						
17336 <u>512692</u>	1000 DEERFIELD ROAD CONDO ASSC Invoice	07/05/2018 06/21/2018	Regular Refund	0.00 0.00	20.00 20.00	181822
10006 <u>062118</u>	3301-NCPERS - IL IMRF Invoice	07/05/2018 06/21/2018	Regular NCPERS Group Life Insurance	0.00 0.00	32.00 32.00	181823
15147 <u>224872</u> <u>225462</u>	ABC PRINTING COMPANY Invoice Invoice	07/05/2018 05/31/2018 06/19/2018	Regular Business Cards-Dumas,Gogola,Laue,Liang, 01-11 Evnelopes w/ return address	0.00 0.00 0.00	456.21 236.95 219.26	181824
10034 <u>1062718</u>	ABSOLUTE HOME IMPROVEMENTS I Invoice	07/05/2018 06/27/2018	Regular 29-34 Replace exterior door	0.00 0.00	2,000.00 2,000.00	181825
17329 <u>519343</u>	AMY CURZI Invoice	07/05/2018 06/28/2018	Regular Refund	0.00 0.00	63.70 63.70	181826
10149 <u>64239</u>	ANCEL, GLINK, DIAMOND, BUSH, DICU Invoice	07/05/2018 06/08/2018	Regular Professional fees thru May 31, 2018	0.00 0.00	13,185.85 13,185.85	181827
16949 <u>7075087</u>	ANDERSON LOCK Invoice	07/05/2018 06/23/2018	Regular 70-11 4 Doors installed	0.00 0.00	9,047.00 9,047.00	181828
14716 <u>173109</u>	AQUA PURE ENTERPRISES, INC Invoice	07/05/2018 05/14/2018	Regular 29-31 2018 Pool Opening	0.00 0.00	1,836.00 1,836.00	181829
17340 <u>516042</u>	BARRY SMITH Invoice	07/05/2018 06/25/2018	Regular Refund	0.00 0.00	83.78 83.78	181830
17224 <u>519006</u> <u>519008</u>	BRANDY WALKER Invoice Invoice	07/05/2018 06/28/2018 06/28/2018	Regular Refund Refund	0.00 0.00 0.00	148.00 64.00 84.00	181831
10330 <u>062018</u>	BRIAN KAPLAN Invoice	07/05/2018 06/20/2018	Regular 29-26 Tournament gifts reimbursed	0.00 0.00	158.00 158.00	181832
16078 <u>516141</u>	CAROLINE BORTZ Invoice	07/05/2018 06/25/2018	Regular Refund	0.00 0.00	32.00 32.00	181833
10420 <u>6928321</u>	CENTERPOINT ENERGY SERVICES, IN Invoice	07/05/2018 06/28/2018	Regular 05/01/18-05/31/18	0.00 0.00	6,581.15 6,581.15	181834
17304 <u>26878</u> <u>26879</u>	CHICAGOSTYLE WEDDINGS Invoice Invoice	07/05/2018 06/01/2018 07/01/2018	Regular 29-74 July 2018 Advertising 29-74 July 2018 Advertising	0.00 0.00 0.00	2,250.00 1,125.00 1,125.00	181835
14371 <u>062018</u> <u>06202018</u>	CHILDREN'S THEATRE COMPANY invoice invoice	07/05/2018 06/20/2018 06/20/2018	Regular 29-24 Spring 2018 Theatre class fees 29-24 Spring 2018 Dance class fees	0.00 0.00 0.00	3,386.50 780.00 2,606.50	181836
17261 <u>062018</u>	CHRIS MALISZEWSKI Invoice	07/05/2018 06/20/2018	Regular 29-26 Employee welcome breakfast reim	0.00 0.00	49.80 49.80	181837
17338 <u>516044</u>	CHRISTIAN BIONDI Invoice	07/05/2018 06/25/2018	Regular Refund	0.00 0.00	38.44 38.44	181838
10537 <u>1814767015 062</u> <u>7261044014 062</u>	COMED Invoice invoice	07/05/2018 06/26/2018 06/22/2018	Regular Egandale Sec Light at Boat Beach, Cuniff 5 1240 Fredrickson 05/23/18-06/22/18	0.00 0.00 0.00	1,171.17 188.35 982.82	181839

Check Register

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
16142	CONSTELLATION NEWENERGY INC	07/05/2018	Regular	0.00	27,247.42	181840
<u>12288319601</u>	Invoice	06/20/2018	May-June 2018	0.00	8,060.34	
<u>12288319601.06</u>	Invoice	06/20/2018	April-May 2018	0.00	19,187.08	
15193	DAVID SOGIN	07/05/2018	Regular	0.00	189.94	181841
<u>062518</u>	Invoice	06/28/2018	29-34 Winch hardware reimbursed	0.00	189.94	
10725	DK CONTRACTORS INC	07/05/2018	Regular	0.00	30,355.00	181842
<u>218027.001</u>	Invoice	06/05/2018	70-11 2018 Park Ave Dredging	0.00	30,355.00	
14619	SOUND PLANNING ASSOCIATES, INC	07/05/2018	Regular	0.00	7,298.50	181843
<u>41971</u>	Invoice	04/10/2018	29-31 HCAP sound system upgrade balan	0.00	7,298.50	
10878	FERRET BACKGROUND CHECK	07/05/2018	Regular	0.00	110.45	181844
<u>PDHIPRO70118-1</u>	Invoice	07/01/2018	01-11 Applicant profiles 06/01/18-06/30/	0.00	110.45	
10974	GEWALT HAMILTON ASSOCIATES, IN	07/05/2018	Regular	0.00	3,100.00	181845
<u>5121.110-1</u>	Invoice	06/14/2018	70-11 SVGC Clubhouse storm sewers	0.00	3,100.00	
11048	ZINGARI LLC	07/05/2018	Regular	0.00	3,000.00	181846
<u>042118</u>	Invoice	04/21/2018	325 07/09/18-07/13/18 Riding lessons fe	0.00	3,000.00	
11048	ZINGARI LLC	07/05/2018	Regular	0.00	3,000.00	181847
<u>042218</u>	Invoice	04/22/2018	325 07/16/18-07/20/18 Riding lessons fe	0.00	3,000.00	
15070	JENNIFER LAMB	07/05/2018	Regular	0.00	56.94	181848
<u>520695</u>	Invoice	06/29/2018	Refund	0.00	56.94	
17332	JESUS CORTES	07/05/2018	Regular	0.00	50.00	181849
<u>524233</u>	Invoice	07/02/2018	Refund	0.00	50.00	
17339	JOSE RODRIGUEZ	07/05/2018	Regular	0.00	59.50	181850
<u>516131</u>	Invoice	06/25/2018	Refund	0.00	59.50	
17335	JULIA SMITH	07/05/2018	Regular	0.00	190.00	181851
<u>516031</u>	Invoice	06/25/2018	Refund	0.00	190.00	
17328	JULIE CROSSEN	07/05/2018	Regular	0.00	17.14	181852
<u>519341</u>	Invoice	06/28/2018	Refund	0.00	17.14	
11431	KAPLAN PAVEMENT SERVICES	07/05/2018	Regular	0.00	9,127.95	181853
<u>180660</u>	Invoice	05/23/2018	70-11 Color coat street print surface	0.00	3,599.00	
<u>180711</u>	Invoice	06/06/2018	70-11 3" Excavate & Pave 813 sf 2017 bal	0.00	5,528.95	
14997	KOMPAN, INC	07/05/2018	Regular	0.00	2,558.00	181854
<u>INV92440</u>	Invoice	06/19/2018	01-14 Plastic yellow slide - Sunset Woods	0.00	2,558.00	
17303	KOPPEL ADVERTISING INC	07/05/2018	Regular	0.00	3,684.56	181855
<u>22075</u>	Invoice	06/04/2018	583 Imprinted camper backpacks	0.00	3,684.56	
16119	LAMP INC	07/05/2018	Regular	0.00	111,013.00	181856
<u>13</u>	Invoice	05/31/2018	POGO-HP General Construction	0.00	111,013.00	
11559	LAUTERBACH & AMEN, LLP	07/05/2018	Regular	0.00	2,500.00	181857
<u>29081</u>	Invoice	06/18/2018	Professional services rendered-Final bill F	0.00	2,500.00	
17334	LEE GIMBEL	07/05/2018	Regular	0.00	45.60	181858
<u>516035</u>	Invoice	06/25/2018	Refund	0.00	45.60	
17298	LEGACY TEAM SALES	07/05/2018	Regular	0.00	88.28	181859
<u>S33488</u>	Invoice	06/18/2018	823 12 T-shirts	0.00	88.28	
17333	LINDA BADESCH	07/05/2018	Regular	0.00	84.75	181860
<u>516036</u>	Invoice	06/25/2018	Refund	0.00	32.78	
<u>516039</u>	Invoice	06/25/2018	Refund	0.00	51.97	
17341	LORI KAY PADEN	07/05/2018	Regular	0.00	5,220.00	181861

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Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>070218</u>	Invoice	07/02/2018	FC Trainings	0.00	5,220.00	
17330	LYNN ANN WAGNER	07/05/2018	Regular	0.00	103.60	181862
<u>520703</u>	Invoice	06/29/2018	Refund	0.00	103.60	
16875	MARIANA HENRIQUES - PETTY CASH	07/05/2018	Regular	0.00	273.80	181863
<u>062518</u>	Invoice	06/25/2018	Petty cash reimbursed	0.00	273.80	
16928	E-QUANTUM CONSULTING, LLC	07/05/2018	Regular	0.00	165.00	181864
<u>4580</u>	Invoice	07/01/2018	01-11 Natural Gas Consulting Services	0.00	165.00	
11901	NELS J JOHNSON TREE EXPERT INC	07/05/2018	Regular	0.00	1,592.50	181865
<u>121900</u>	Invoice	07/05/2018	70-11 Remove & dispose of dead trees -	0.00	1,592.50	
13604	NORTH SHORE GAS	07/05/2018	Regular	0.00	1,442.33	181866
<u>0601145072-000</u>	Invoice	06/15/2018	Deer Creek 05/01/18-06/01/18	0.00	303.51	
<u>0601145072-000</u>	Invoice	06/16/2018	RCHP 05/01/18-06/01/18	0.00	795.17	
<u>0602225773-000</u>	Invoice	06/14/2018	1390 Sunset Rd 05/01/18-06/01/18	0.00	33.90	
<u>0602225773-000</u>	Invoice	06/20/2018	1390 Sunset Rd Maint Bldg FINAL BILL	0.00	40.00	
<u>0602405421-000</u>	Invoice	06/15/2018	2900 Trail Way,Cunniff Park Shelter 5/01-	0.00	55.13	
<u>0602405421-000</u>	Invoice	05/31/2018	1377 Clavey Rd 05/01/18-05/31/18	0.00	33.92	
<u>0602405421-000</u>	Invoice	05/31/2018	3100 Trail Way 05/01/18-05/31/18	0.00	33.92	
<u>0602405421-000</u>	Invoice	06/15/2018	Aquatic Park 05/01/18-06/01/18	0.00	112.86	
<u>0608197647-000</u>	Invoice	05/31/2018	Sunset Rd N of Bldg 05/01/18-05/31/18	0.00	33.92	
14914	NORTH SHORE WATER RECLAMATIC	07/05/2018	Regular	0.00	683.92	181867
<u>3818386</u>	Invoice	06/30/2018	1377 Deer Creek Pkwy(Maint) 12/20/17-0	0.00	9.39	
<u>3820550</u>	Invoice	06/30/2018	Golf Learning Center 12/20/17-03/16/18	0.00	68.86	
<u>3820554</u>	Invoice	06/30/2018	1390 Sunset Rd 12/20/17-03/16/18	0.00	6.26	
<u>3820929</u>	Invoice	06/30/2018	1390 Sunset Rd 12/20/17-03/16/18	0.00	23.48	
<u>3820930</u>	Invoice	06/30/2018	1801 Sunset Rd(Sunset Woods) 12/20/17-	0.00	380.30	
<u>3821086</u>	Invoice	06/30/2018	3100 Trail Way 12/20/17-03/16/18	0.00	9.39	
<u>3821107</u>	Invoice	06/30/2018	2700 Trail Way 12/20/17-03/16/18	0.00	115.81	
<u>3821154</u>	Invoice	06/30/2018	1377 Deer Creek Pkwy 12/20/17-03/16/1	0.00	70.43	
11959	NSSRA	07/05/2018	Regular	0.00	147,489.74	181868
<u>106</u>	Invoice	05/21/2018	2nd installment 2018 Member Agency Co	0.00	147,489.74	
11959	NSSRA	07/05/2018	Regular	0.00	39,343.39	181869
<u>105</u>	Invoice	05/21/2018	2018 Inclusion billing 1st installment	0.00	39,343.39	
16436	PAM MEYERSON	07/05/2018	Regular	0.00	240.00	181870
<u>512513</u>	Invoice	06/21/2018	Refund	0.00	240.00	
11998	PARK DISTRICT RISK MGMT AGCY	07/05/2018	Regular	0.00	30,537.26	181871
<u>0618133</u>	Invoice	06/30/2018	Property/Liability/Workers Comp/Emp	0.00	30,537.26	
11998	PARK DISTRICT RISK MGMT AGCY	07/05/2018	Regular	0.00	2,040.92	181872
<u>070118</u>	Invoice	07/01/2018	Health Invoice	0.00	2,040.92	
11998	PARK DISTRICT RISK MGMT AGCY	07/05/2018	Regular	0.00	149,273.94	181873
<u>0618133H</u>	Invoice	06/30/2018	Health Invoice	0.00	149,273.94	
17337	REBECCA HEVER	07/05/2018	Regular	0.00	12.00	181874
<u>516143</u>	Invoice	06/25/2018	Refund	0.00	12.00	
12254	RONDOUT SERVICE CENTER	07/05/2018	Regular	0.00	70.50	181875
<u>13106</u>	Invoice	05/03/2018	01-14 Vehicle inspection sticker	0.00	23.50	
<u>13109</u>	Invoice	05/03/2018	01-14 Vehicle inspection sticker	0.00	23.50	
<u>13125</u>	Invoice	05/01/2018	01-14 Vehicle inspection sticker	0.00	23.50	
16769	ROXANNE HYSERT	07/05/2018	Regular	0.00	50.00	181876
<u>517236</u>	Invoice	06/26/2018	Refund	0.00	50.00	
12409	SPECIALTY FLOORS, INC	07/05/2018	Regular	0.00	14,995.00	181877

Check Register

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>1911</u>	Invoice	06/15/2018	29-55 Sand,seal coats,paint RB lines,finis	0.00	14,995.00	
12489	SUNBURST SPORTSWEAR, INC	07/05/2018	Regular	0.00	107.28	181878
<u>118122</u>	Invoice	06/25/2018	341 Jr Varsity Camp T-Shirts	0.00	48.80	
<u>118123</u>	Invoice	06/25/2018	165 Girls Play Strong Camp T-Shirts	0.00	50.80	
<u>118124</u>	Invoice	06/25/2018	186 Little Sluggers T-Shirts	0.00	7.68	
17331	SVETLANA ZAVIN	07/05/2018	Regular	0.00	18.70	181879
<u>520706</u>	Invoice	06/29/2018	Refund	0.00	18.70	
17305	TEDDIE KOSSOF SALON SPA	07/05/2018	Regular	0.00	1,380.00	181880
<u>201806194833</u>	Invoice	06/19/2018	326 06/19/18 Camp Field Trip	0.00	1,380.00	
12640	TOWNSHIP HIGH SCHOOL DISTRICT	07/05/2018	Regular	0.00	1,456.00	181881
<u>20171</u>	Invoice	06/19/2018	29-31 Use of pool & classroom May, 201	0.00	1,456.00	
12640	TOWNSHIP HIGH SCHOOL DISTRICT	07/05/2018	Regular	0.00	2,568.00	181882
<u>20170</u>	Invoice	06/19/2018	416 & 420 05/04-05/06 event custodial	0.00	2,568.00	
12703	UNITED WAY OF METRO CHICAGO	07/05/2018	Regular	0.00	34.00	181883
<u>062818</u>	Invoice	06/28/2018	United Way	0.00	34.00	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	89	62	0.00	643,414.51
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	89	62	0.00	643,414.51



Park District of Highland Park, IL

Check Register

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By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: PAYROLL-PAYROLL BANK						
11161	ICMA RETIREMENT TRUST #302037	06/22/2018	Bank Draft	0.00	8,363.38	DFT0001831
<u>ICMA 457 06221</u>	Invoice	06/22/2018	Wire Transfer ICMA 457 Deferred Comp	0.00	8,363.38	
12825	ICMA RETIREMENT TRUST #705568	06/22/2018	Bank Draft	0.00	325.00	DFT0001832
<u>ICMA Roth 06221</u>	Invoice	06/22/2018	Wire Transfer ICMA Roth	0.00	325.00	
11177	ILL MUNICIPAL RETIREMENT FUND	06/22/2018	Bank Draft	0.00	52,211.84	DFT0001833
<u>IMRF June 2018</u>	Invoice	06/22/2018	IMRF 06/22/18	0.00	52,211.84	

Bank Code PAYROLL Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	3	3	0.00	60,900.22
EFT's	0	0	0.00	0.00
	3	3	0.00	60,900.22



Park District of Highland Park, IL

Check Register

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By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: PAYROLL-PAYROLL BANK						
10058	AFLAC	06/28/2018	Bank Draft	0.00	1,337.45	DFT0001835
<u>AFLAC 062818</u>	Invoice	06/28/2018	AFLAC 062818	0.00	1,337.45	

Bank Code PAYROLL Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	1,337.45
EFT's	0	0	0.00	0.00
	<u>1</u>	<u>1</u>	<u>0.00</u>	<u>1,337.45</u>



Park District of Highland Park, IL

Check Register

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By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP-AP BANK						
10313	BOA P-CARD STATEMENTS	06/26/2018	Bank Draft	0.00	252,645.32	DFT0001834
<u>060718</u>	Invoice	06/07/2018	P-Card with PA	0.00	252,645.32	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	252,645.32
EFT's	0	0	0.00	0.00
	1	1	0.00	252,645.32

P-Card Transactions
05/08/18-06/07/18

Vendor Name	Transaction Count	Amount Total
#03475 JEWEL	3	\$51.09
10-S TENNIS SUPPLY	1	\$1,463.51
4IMPRINT	1	\$703.85
802 - BOWLERO - EC - B	2	\$98.46
9183 Dominos Pizza	1	\$43.55
ABC BUSINESS FORMS INC	8	\$586.04
About Faces Entertainm	1	\$275.00
ACT Mundelein Parks	1	\$50.00
ACUSHNET COMPANY	1	\$455.98
AFFILIATED PARTS LLC	1	\$111.00
AMAZON MKTPLACE PMTS	10	\$1,666.44
AMAZON MKTPLACE PMTS W	10	\$441.43
Amazon.com	1	\$129.95
AMAZON.COM AMZN.COM/BI	9	\$1,628.51
AMERICAN BUILDING SERV	2	\$1,281.34
AMERICAN GASES CORP	1	\$26.48
ANDERSON LOCK CO	4	\$6,559.34
ANTIGUA CREDIT DEPARTM	1	\$502.15
APA LEARNING SYSTEM	1	\$950.00
AQUA VISIONS AQUATIC S	1	\$339.20
ARC SERVICES/TRAINING	8	\$881.00
ARTHUR CLESEN - MA	2	\$171.00
Associated Electrical	1	\$345.00
AT&T PREMIER EBIL	1	\$1,548.30
ATT BUS PHONE PMT	5	\$2,273.71
AVALON PETROLEUM	1	\$3,837.66
AWARDS CO	1	\$50.89
A-Z ENTERTAINMENT LTD	1	\$385.00
BANNER PLUMBING SUPPLY	1	\$2.49
BATTERIES PLUS #0457	1	\$47.94
BEST BUY MHT 00011650	1	\$32.46
BHFX #10	2	\$95.00
BLS SPAMTITAN	1	\$180.00
BP#8934507HIGHLAND QPS	1	\$20.00
BP#8935488HIGHLAND QPS	1	\$25.01
BSN SPORT SUPPLY GROUP	1	\$959.98
BUCK BROS INC LIBERTYV	1	\$1,658.35
BUFFOS	3	\$217.80
BULBS.COM INC	1	\$149.40
CABLE TIES 866-455-843	1	\$946.46
CANTEEN COFFEE78052560	2	\$358.00
CAROLINA BIOLOGIC SUPP	1	\$221.30
CERAMIC SUPPLY CHICAGO	1	\$879.50
CERAMIC SUPPLY CHICAGO	1	\$100.95
CHARLES J. FIORE CO	3	\$10,010.00
CITY OF HIGHLAND PARK	8	\$418.89
COE FINANCIAL GROUP	1	\$1,000.00
COLUMBIA CASCADE COMPA	1	\$755.00
COMCAST	1	\$11,670.79
COMCAST CHICAGO	1	\$144.85
COMCAST CHICAGO CS 1X	10	\$2,170.78

P-Card Transactions
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CONSERV FS INC	1	\$177.00
CONTAINERSTORENORTHBRO	1	\$18.06
CRAFTWOOD LUMBER & HAR	43	\$1,174.22
CRAIGSLIST.ORG	1	\$45.00
CRATE & BARREL #106	3	\$2,769.77
CVS/PHARMACY #04787	4	\$142.25
CYGANY INC	1	\$570.00
DBC BLICK ART MATERIAL	1	\$170.52
DICK'S CLOTHING&SPORTI	1	\$34.95
DIRECT FITNESS SOLUTIO	1	\$513.88
DISPLAYS2GO	1	\$194.75
DLT SOLUTIONS 703-773-	1	\$2,620.69
DNH GODADDY.COM	1	\$40.34
DOHENYS LLC	1	\$175.99
DOLLAR TREE	3	\$29.00
DOMESTIC UNIFORM IL	1	\$177.00
DOMINO'S 2765	3	\$105.55
DOMINO'S 9183	1	\$42.66
DOORDASH MICHAELS CHIC	1	\$66.80
DROPBOX JHLYJYSCGHTY	1	\$9.99
DSW VILLAGE SQ OF NORT	1	\$99.99
DTV DIRECTV SERVICE	2	\$452.95
DUNBAR ARMORED	1	\$1,336.99
ECOLAB INC MF	4	\$2,035.73
EDWARD DON AND COMPANY	3	(\$810.18)
EMERGENCY MEDICAL PROD	1	\$758.01
EXXONMOBIL 97473870	1	\$14.21
FACEBK KZX9SFW3D2	1	\$114.31
FACEBK MZX9SFW3D2	1	\$32.91
FELLERS INC	1	(\$10.80)
FISH TECH	4	\$43.36
FOX VALLEY FIRE AND SA	1	\$140.00
FUN EXPRESS	2	\$449.19
FUNTOPIA	1	\$100.00
G&O THERMAL SUPPLY CO	3	\$344.67
GCI MUSICIAN'S FRIEND	3	\$2.76
GEMPLER'S	1	\$326.15
GOOGLE SVCSAPPS_pdhp.	1	\$4.16
GRAPHIC MARKING SYSTEM	1	\$172.89
GROOT INDUSTRIES INCOR	1	\$46.21
GROWER EQUIPMENT & SUP	1	\$479.99
GUITAR CENTER #337	1	\$14.99
HALF PRICE BOOKS #101	1	\$26.94
HALOGEN SUPPLY COMPANY	1	\$431.15
HARBOR FREIGHT TOOLS 5	1	\$132.86
HARRELLS LLC	2	\$4,661.60
HEINEN'S #43	1	\$15.00
HOBBY-LOBBY #0195	1	\$64.24
HOUSE OF RENTAL	1	\$239.00
HOUSTON PROTECTION & I	2	\$658.75
Howard Industries	2	\$3,791.72
HUMPHRYS COVERSPTS G	1	\$119.34

P-Card Transactions
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ID WHOLESALER	1	\$58.51
IDLEWOOD ELECTRIC S-HP	10	\$1,020.40
ILLINOIS BASSET COURSE	2	\$27.26
IM IMPROVEMENTS	1	\$439.99
INDUSTRIALZONE.COM	1	\$146.52
INT IN FLUORECYCLE, I	1	\$74.25
INT IN ILLINOIS PUMP	1	\$651.26
INT IN MRS. GROSSMAN'	1	\$35.68
INT IN NORTHSTAR FLAG	1	\$316.13
INT IN THE MULCH CENT	1	\$90.00
INT IN WIRED TECHNOLO	1	\$153.62
INTERNATIONAL TRANSACTION	2	\$4.29
IRON OAKS	1	\$400.00
IVANHOE NURSERY	1	\$1,000.00
J2 EFAQ SERVICES	1	\$33.90
JEWEL #3459	1	\$27.01
JEWEL-OSCO	11	\$238.52
JOHNSTONE SUPPLY OF VH	6	\$524.83
JORSON AND CARLSON COM	1	\$105.03
JUDY'S PIZZERIA	1	\$116.72
K & M PRINTING	3	\$865.00
KEYTH TECHNOLOGIES	1	\$575.00
KEYTH TECHNOLOGIES	2	\$132.00
KULLY SUPPLY	1	\$392.50
LAKESHORE IT SOLUTIONS	4	\$1,099.16
LAKESHORE RECYCLING SY	3	\$891.72
LIFE FITNESS	2	\$365.00
LIFEGUARD STORE - ONLI	1	\$842.39
LITTLE TOMMY S PLUMBIN	2	\$6,015.00
MAHONEY ENVIRONMEN	1	\$153.00
MAILCHIMP MONTHLY	1	\$240.00
MARIANOS #542	4	\$90.13
MARK VEND CO.	4	\$1,191.73
MENARDS GURNEE IL	2	\$182.60
MENONI AND MOCOGNI	13	\$2,046.72
METAVANTE-TDS CONV FEE	3	\$5.85
MICHAELS STORES 9048	1	\$14.47
MIDWEST GROUNDCOVERS L	2	\$4,137.04
MID-WEST SIGN SUPPLY C	1	\$176.40
MOBILE AIR INC	1	\$2,496.96
MORTON SUGGESTION CO L	2	\$2,806.25
MUTUAL ACE HARDWARE &	52	\$1,997.42
MYSTIC WATERS FAMILY A	1	\$50.00
NAPA AUTO PARTS	43	\$4,126.61
NATURE'S LITTLE RECYCL	1	(\$2.05)
NELS J JOHNSON TREE EX	1	\$295.00
NORTH SHORE FAUCETS	1	\$44.68
NORTHSHORE PHYSICIAN	2	\$1,020.00
OFFICESUPPLY.COM	8	\$1,806.12
P & W GOLF SUPPLY LLC	1	\$1,151.27
PALOS SPORTS	1	\$186.50
PANERA BREAD #204019	1	\$143.23

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PAPA JOHN'S #04792	2	\$102.42
PAPER DIRECT	1	\$27.18
PARK DISTRICT OF HIGHL	3	\$3.00
PARTY CITY	5	\$197.32
PESCHE'S GARDEN CENTER	1	\$59.99
PGA MEMBER INFO SRVCS	1	\$739.00
PICKLEBALLCENTRAL	1	\$98.97
PITMAN	2	\$540.42
PLANETIZEN 8772607526	1	\$19.95
POTBELLY #42	1	\$198.10
PRESTWICK GROUP	1	\$9,260.50
PVI INDUSTRIES	1	\$17,465.39
RapidAir	1	\$112.59
RAVINIA PLUMBING AND H	1	\$1,458.34
READY CARE-PURE FIJI	1	\$399.80
READYREFRESH BY NESTLE	1	\$222.75
REDS GARDEN CENTER	2	\$184.95
REINDERS - SUSSEX AR	2	\$63,747.84
REINDERS - SUSSEX CS	4	\$2,697.31
RELIANCE FOUNDRY CO LT	1	\$356.00
RSVPIFY	1	\$34.00
SAFETYPRODUCTS	1	\$90.00
SANTO SPORT STORE	11	\$4,903.85
SCHWAAB STAMP INC	1	\$82.72
SEARS ROEBUCK 1620	2	(\$17.89)
SEARS ROEBUCK 1802	1	\$107.88
SHELL OIL 57444090906	2	\$99.84
SHELL OIL 57444168900	2	\$110.73
SHELL OIL 57444168900	1	\$21.08
SIGNSONTHECHEAP.COM	1	\$525.21
SITEONE LANDSCAPE S	1	\$110.74
SKOKIE VALLEY CLEANERS	2	\$2,033.10
SKUTT CERAMICS	1	\$342.01
SMARTSHEET	1	\$145.88
SMITHEREEN PEST MANAGE	4	\$226.00
SPARTAN ATHLETIC CO	1	\$1,680.00
SPORTS & FITNESS INDUS	1	\$1,015.00
SQ SQ CHICAGO SU	1	\$520.00
STAPLES 00116616	14	\$855.53
SUNSET FOODS #1	3	\$58.99
T C FURLONG INC	1	\$373.00
TARGET 00011684	6	\$256.79
TARGET 00024901	2	\$101.50
TDS PAYMENT	3	\$2,046.84
TEACHERSPAYTEACHERS.CO	1	\$3.25
TEAMSNAP	1	\$19.98
TERMINAL SUPPLY - TR	3	\$675.34
THE HOME DEPOT #1916	1	\$34.80
THE HOME DEPOT #1922	1	\$162.59
THE HOME DEPOT #1926	20	\$1,312.17
THE HOME DEPOT #1938	1	\$7.46
THERMAL APPLICATIONS G	2	\$1,304.68

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THORNTONS #0312	7	\$341.31
TREK OF HIGHLAND PARK	1	\$18.98
TRIBUNE PUBLISHING COM	1	\$44.00
U.S. KIDS GOLF - OUTLE	1	\$171.70
ULINE SHIP SUPPLIES	1	\$316.00
UNITED LABORATORIES	1	\$249.86
UPS 1ZD8F35T0303225766	1	\$10.72
USPS PO 1620160015	1	\$7.41
USPS PO 1636060035	2	\$40.63
VERIZON ONETIMEPAYMENT	1	\$283.24
WAL-MART #3893	2	\$60.00
WALMART.COM	1	\$9.40
WAREHOUSE DIRECT	35	\$4,235.85
WATERSAFETY	1	\$325.11
WATERTECH OF AMERICA	2	\$1,975.00
WEB NETWORKSOLUTIONS	1	\$11.98
WHEELING PARK DISTRICT	1	\$200.00
WM SUPERCENTER #1735	1	\$52.88
WM SUPERCENTER #3893	2	\$158.73
WRISTBAND.COM	1	\$103.11
WWW.1877FLOORGUY.CO	1	\$182.08
WWW.NORTHERNSAFETY.COM	4	\$1,077.93
YOUR ADVANTAGE II LTD	1	\$204.00
ZUBRIC, INC.	1	\$140.55
TOTAL		\$252,645.32