

NOTICE OF MEETING
MONDAY, NOVEMBER 5, 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. RESOLUTION 18-04 – TRUTH IN TAXATION
- V. REVIEW OF 2019 DRAFT BUDGET
- VI. HIGHLAND PARK COUNTRY CLUB AGREEMENTS
- VII. REVIEW OF VOUCHERS
- VIII. OPEN TO PUBLIC TO ADDRESS BOARD
- IX. **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.
- X. ACTION FROM CLOSED SESSION IF ANY
- XI. 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 qualified ASL interpreter require five (5) working days advance notice. Telephone number 847-831-3810; fax number 847-831-0818.



Memorandum

To: Board of Commissioners
From: Annette Curtis Director of Finance & IT, Liza McElroy Executive Director
Date: November 5, 2018
Subject: Resolution 18-04- Truth in Taxation Resolution

Background/Explanation

Under Illinois law, if a District is considering extending an aggregate property tax levy more than 5% greater than the preceding year's levy, it must publicly disclose its intention and hold a public hearing. Aggregate levy is defined as real estate taxes, exclusive of the election costs and debt service. Also, the District must prepare a Truth in Taxation Resolution at least 20 days prior to adopting the levy ordinance. The Resolution is presented at November's workshop and then approved at November's board meeting. Followed by adoption of the levy ordinance at December's board meeting.

At October 26, 2018 Finance Committee meeting, the Tax levy was discussed.

The 2018 Truth in Taxation resolution reflects a 4.26% increase over the prior year's extension this represents an increase of \$476,059. This is essentially a cost of living increase based on the CPI while trying to capture new growth. Lake County is estimating new growth of \$19M, which is similar to the previous year's estimate of \$18M.

	FY 2018 Extension	FY 2019 Levy Request	2018 Ext vs 2019 Request
Tax Cap General Fund	4,882,603	5,500,000	617,397
Tax Cap Recreation Fund	5,361,114	5,200,000	(161,114)
Special Recreation	941,722	961,498	19,776
Total	11,185,439	11,661,498	476,059
% change			4.26%

The Tax Cap covers the General and Recreation Funds. The extension is limited to the increase in the Consumer Price Index (CPI) or 5% whichever is less, exclusive of debt and any increase relative to new construction in the district. For tax year 2018 the CPI is 2.1%. Park Districts may levy .04% of the EAV for the Special Recreation Fund. Currently the District is levying the full .04%.

Currently (Tax year 2017, collections during 2018), a home with a market value of \$500,000 receives a tax bill (including Debt Service) of \$835.47 to support the district. If EAV's remain constant and there is no growth the estimated increase for tax year 2018 will be \$32.13. The total tax bill on a market value home of \$500,000 is estimated to be \$867.30.

	FY 2018 Extension	FY 2019 Levy Request	2018 Ext vs 2019 Request
Tax Cap General Fund	4,882,603	5,500,000	617,397
Tax Cap Recreation Fund	5,361,114	5,200,000	(161,114)
Special Recreation	941,722	961,498	19,776
Debt Service	1,529,704	1,551,828	22,124
Total	12,715,143	13,213,326	498,183
% change			3.92%

Determination of the amount to be levied does not guarantee that these funds will be received. In the Spring when property values and tax cap limits are finalized, our tax extension number is calculated. If the extension is lower than the levy requested, the levy requested will be scaled back to the extension.

**PARK DISTRICT OF HIGHLAND PARK
TRUTH IN TAXATION LAW
RESOLUTION #18-04**

RESOLVED, by the Board of Park Commissioners of the Park District of Highland Park, Lake County, Illinois that based upon the most recently ascertainable information, the following determinations are hereby made in accordance with the “Truth in Taxation Law”.

1. The amount of real estate taxes, exclusive of the election costs and debt service levies, extended by the Park District, plus any amount abated by the Park District prior to such extension, upon the final 2017 real estate tax levy of the Park District (2018 FY) is \$11,185,439.

2. The amount of real estate taxes, exclusive of election costs, public commission leases and debt service levies, proposed to be levied by the Park District for FY 2019 (2018 tax bill) is \$11,661,498.

3. Based on the foregoing, the estimated percentage increase in the proposed 2018 aggregate levy over the amount of real estate taxes extended upon the final 2017 aggregate levy is 4.26%.

Passed this 13th day of November 2018

AYES: _____

NAYS: _____

ABSENT: _____

Brian Kaplan, President
Board of Park Commissioners

Attested and filed this 13th day of November 2018:

Liza McElroy, Secretary
Board of Park Commissioners



Memorandum

To: Board of Commissioners

From: Annette Curtis, Director of Finance & IT, and Liza McElroy, Executive Director

Date: November 5, 2018

Subject: Fiscal 2019 Budget- Park District of Highland Park

Staff is pleased to present the proposed 2019 Park District of Highland Park Budget for consideration by the Board of Commissioners. This budget represents the calendar year January 1, 2019- December 31, 2019. Following the budget process, the Finance Committee reviewed the budget in detail at the committee's meeting held on October 26, 2018.

Reflected in the 2019 Budget, shifting community needs are creating opportunities for new programming and rentals. Staff is working to strike a balance between providing good value and quality facilities, programs and activities for the residents. While maximizing revenue opportunities with staff's continued commitment to reduce expenditures.

Per park district code "The governing body of each park district shall, within or before the first quarter of each fiscal year, adopt a combined annual budget and appropriation ordinance." Following the time line established for 2019's budget, adoption of the budget will occur at December's Board Meeting. Until then the budget will remain open for review by the community.



2019 Budget

December 31, 2019
Park District of Highland Park



Park District of Highland Park

2019 Annual Budget

Fiscal Year January 1, 2019 - December 31, 2019

Park Board of Commissioners

Brian Kaplan, President
Barnett Ruttenberg, Vice-President
Calvin Bernstein, Commissioner
Lori Flores Weisskopf, Commissioner
Terry Grossberg, Commissioner

Park District of Highland Park

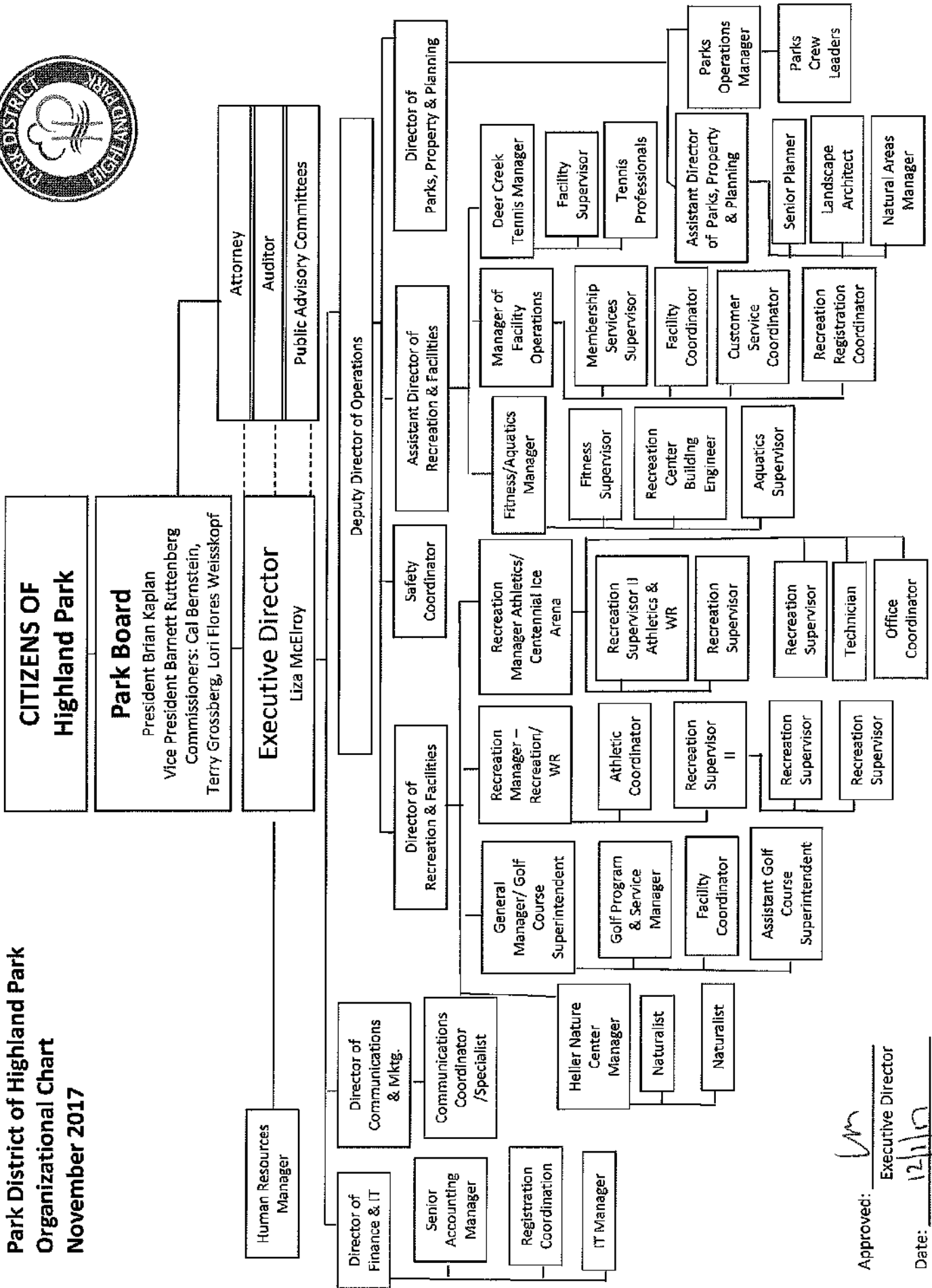
West Ridge Center
636 Ridge Road
Highland Park, IL 60035
847 831-3810
pdhp.org

Park District of Highland Park

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**Park District of Highland Park
Organizational Chart
November 2017**



Approved: *LM*
Executive Director
Date: 12/1/17

Park District of Highland Park

Mission:

To enrich community life through healthy leisure pursuits and an appreciation of the natural world.

Vision:

To provide extraordinary experiences in parks and recreation, consistently exceeding the public's expectations, while:

- Inspiring environmental stewardship and education
- Using nimble decision-making and creative solutions
- Creating a harmonious workplace with passionate, forward-thinking staff that share true camaraderie
- Enriching the quality of life for our community

Values:

Communication: We make earnest efforts to connect regularly and effectively with residents. In addition, within the District, we talk to those impacted by our decisions, we speak openly with one another in a trustworthy environment, and we provide direct feedback to others.

Accountability: We demonstrate responsibility to the District and the community in everything we do. We have congruency between our words and our actions.

Innovation: We create an environment that inspires new ideas, we view the District through a different set of lenses and question why we do things the way we do. In addition, we desire to nimbly change our services in response to continuously changing customer requirements.

Integrity: We deliver on what we promise to do by adhering to the highest ethical standards. This results in trust and respect toward one another.

Teamwork: The District's greater good guides our actions. We respect others and work cooperatively and collaboratively, express our differences of opinion, and listen to one another.

Park District of Highland Park

Park District of Highland Park

District Profile

Established:

The Park District of Highland Park was established in 1909 and is located in the City of Highland Park, Illinois along the north shore of Lake Michigan. The Park District was shaped by such progressive people as Everett Millard, Julius Rosenwald, Jens Jensen, Mary T. Watts, Jesse Lowe Smith and others. Their belief in protecting open space and providing recreation for all the people of Highland Park is as important today as it was 110 years ago.

The Park District was originally named the Highland Park East Park District. It was renamed the Park District of Highland Park in 1935. In 1973, the District began recreational programming. Today, the Park District manages over 762 acres of land, operates ten facilities, and offers nearly 3,000 recreation programs. Neighborhoods throughout Highland Park enjoy proximity and easy access to parks and open spaces that offer both the recreation and solitude that only nature, as noted by our early progressive leaders and naturalists, can provide. According to the Trust for Public Land, 92% of Highland Park residents enjoy living within a 10-minute walk to a local park- well above the national average of 54%.

Governance:

Today, a five-member volunteer Board of Commissioners establishes policy, strategic direction, and creates the ordinances that govern the Park District. Commissioners serve staggered terms of six years with elections every two years. The Board is responsible for the long-term direction of the Park District, elects Board officers, and appoints the Executive Director as well as the Park Board attorney and auditor. Each Commissioner serves as a liaison to the District's various internal and advisory committees. The Park Board meets on the fourth Tuesday of each month and generally holds a workshop (meeting of the whole) on the second Tuesday of each month.

President Brian Kaplan leads the present Park Board, Vice President Barnett Ruttenberg, and Commissioners Calvin Bernstein, Lori Flores Weisskopf, and Terry Grossberg.

Boundaries:

The Park District is located approximately 25 miles north of Chicago and serves the City of Highland Park, Fort Sheridan, a small portion of the Town of Fort Sheridan, and a small portion of the Village of Deerfield.

Population:	According to most recent available information, the Park District serves a population of approximately 30,000.
Demographics:	The Park District serves a highly educated (71% of residents have - post secondary degrees) community with a median household income of \$77,511 and a median age of 45 years. The Park District of Highland Park has approximately 13,000 housing units.
Real Estate:	The 2018 (tax year 2017) Equalized Assessed Valuation (EAV) of real estate is \$2,440,264,291.
Tax Rate:	The 2017 tax rate was \$.521056 per \$100 of assessed value
Fiscal Year Budget:	The fiscal year begins on January 1 and concludes on December 31. The total budget for 2019 is \$23.9 million. Capital improvement and repair budget of \$7.0 million, a debt retirement budget of \$3.0 million and a budget for inter-fund transfers of \$4.6 million.
Debt Rating:	The Park District holds an Aaa bond rating from Moody's Investor Services on its outstanding debt.
Park Resources:	The Park District owns and operates more than 756 acres of land in 44 park areas comprised of community parks, neighborhood parks, play lots, dog parks and passive parks. The Park District also assists other units of local government in maintaining their property.
Programs/Facilities:	<p>The Park District provides a full range of indoor and outdoor activities. Major recreation programs include summer camps, ice skating, athletics, tennis, golf, and aquatics. All told, the Park District offers approximately 3,000 distinct programs. Park District annual events include summer concerts and outdoor movies, annual egg hunt, Fourth of July Festival, a Halloween event, Touch a Truck, Father Daughter Dance, Autumn Fest, Winterfest and a holiday train ride as well as many others.</p> <p>The Park District works with several affiliates to provide a wide range of opportunities and additional services in baseball, hockey, lacrosse and martial arts. The Park District also sponsors the Highland Park Players and Highland Park Strings by providing space and financial support for their community wide productions.</p> <p>The Park District partners with other local governments such as the school districts which provide facilities for Park District use and in turn the Park District maintains many school outdoor spaces.</p>

Unique facilities include the Sunset Valley Golf Club, Deer Creek Racquet Club, Centennial Ice Arena (includes gymnastics), Hidden Creek AquaPark, the Recreation Center of Highland Park, Heller Nature Center, Park Avenue Boat Launch, Rosewood Beach, Highland Park Golf Learning Center and Highland Park Country Club passive natural recreation area. Amenities at the parks include 23 ball diamonds, 14 soccer fields, 39 playgrounds and outdoor tennis courts, and 15 miles of walking and biking trails.

The Park District is a vital part of the community and pays close attention to meeting the needs of all its residents. As the population changes, the Park District adjusts its program offerings and customer service to meet the changing needs, resulting in increased goodwill within the community.

The Park District is a member of the Northern Suburban Special Recreation Association (NSSRA) - providing recreational activities for residents with special needs.

Staff:

The Park District has an appointed Executive Director responsible to the Board of Commissioners for the administration of the District along with 89 full-time staff members. The District employs several hundred part-time, seasonal, and temporary employees as well as many volunteers in three Functions; **Administration** (which includes the Executive Director's support staff, Finance and Information Technology, Human Resources, and Communications & Marketing); **Parks**, and **Recreational Services**.

Affiliations:

The Park District of Highland Park is a member of the National Recreation and Parks Association (NRPA), Illinois Park and Recreation Association (IPRA), and the Illinois Association of Park Districts (IAPD).

Contact:

Park District of Highland Park, 636 Ridge Road, Highland Park, IL 60035. Phone 847-831-3810. Fax 847-831-0818. Email: info@pdhp.org



Park District of Highland Park
636 Ridge Road
Highland Park, Illinois 60035

January 23, 2018

Board of Commissioners
Park District of Highland Park
Highland Park, Illinois 60035

Dear Commissioners:

Following is the proposed 2019 budget for the Park District of Highland Park.

The budget successfully strikes a balance between providing good value and quality facilities, programs and activities for our residents. It also reflects staff's continued commitment to reduce expenditures and seizing new opportunities that have presented themselves with shifts in the community landscape.

Finalization of the Highland Park Country Club agreements have created opportunities as the District converts the property to a passive natural recreation area, and its continued oversight of the Golf Learning Center. As of December 31, 2018, building and banquet operations are returning to the City of Highland Park. Responsibility and accountability for common use areas and utilities between buildings have been identified in the agreements and are reflected in the 2019 Budget.

For the first time, North Shore Community School District 112 began offering full-day Kindergarten, thus eliminating the need for programs supporting the original half-day model. Because residents seem to be concerned with over scheduling their families, after school programming for that age group has been impacted. As a result, staff created the District Wide Child Enrichment Committee to work with patrons and identify new program opportunities helping to create balance for children and families in the community.

All Departments refer to the budget as a planning and a management tool. The baseline of activity is evaluated during the year to increase the likelihood that the Park District's mission is realized, and the District is enjoyed by residents.

2019 Budget Overview

The General, Special Recreation and Recreation Funds anticipate a combined operation surplus of \$4,145,363. Of that surplus, \$3,050,000 will be transferred to the Capital Projects Fund and \$1,556,563 to Debt Service. Debt payments total \$3,078,862 while capital expenditures total \$7,000,007 resulting in a net deficit of \$4,650,563. This is a planned deficit as reserves are being used to support capital projects. The transfer of \$2,500,000 from Recreation Fund to the Capital Projects Fund follows the guidelines of the Fund Balance Policy.

Projects scheduled for 2019 - include replacement and repair projects throughout the district, continued work on the Highland Park Country Club property and planning for the Centennial Ice Arena lobby and gymnastic space. These initiatives take into consideration storm water management concerns, ADA compliance, and public need.

Using a 'just in time' approach to bonding, two issues were completed, one in 2016 and the other in 2017. Proceeds from these bonds provided the District with additional funds to implement the first GreenPrint 2024 projects. With the projects fully funded, there is no need to issue bonds during 2019. Receipts from the debt extension base will be accessed to support bond payments.

A summary of the budget:

- **2019 planned Deficit of \$4,650,563.**
- **Consolidated revenue** for the fiscal year ending 12/31/19 is **\$23.9M.**
- **Consolidated expenditures** for the fiscal year ending 12/31/19 are **\$28.6 million.**
- **Capital expenditures** are estimated to be **\$7 million.**
- **Tax support** for the 2019 fiscal year represents **56%** of total revenues.

Acknowledgements

The 2019 budget is a collaborative effort and involves supervisors, managers, and support staff, throughout the District. The Administration Department, specifically the Finance Office, is responsible for its final preparation as well as the preparation, filing and distribution of the Budget and Appropriations Ordinance. The Budget will be reviewed continuously during the year and could not have been accomplished without the efforts of Park District staff and the support of our Park Board Commissioners.

Respectfully submitted,

Liza McElroy
Executive Director
Park District of Highland Park

Annette Curtis
Director of Finance & IT
Park District of Highland Park

FUTURE PLANNING

The District utilizes two planning mechanisms to stay on course GreenPrint 2024 Comprehensive Master Plan and the 2016-2020 Strategic Plan. Both plans work together to provide the District with a road map to exceed our resident and customers' expectations by delivering extraordinary experiences within our parks and facilities as well as through our programs and services.

GREENPRINT 2024

Adopted by the Board of Commissioners in December 2015, GreenPrint 2024 is the District's comprehensive master plan which represents a new vision for the District and guides future facility and program development over the next ten years. Two tracks of capital projects to be completed over 10 years were identified. As of December 31, 2018, all but two Track One projects have been completed.

Funding strategies identified for Track One projects include grants, partnerships, and non-referendum bonding. Track Two projects remain unfunded.

During 2018, the Planning Department began a refresh of Greenprint 2024. Reviewing GreenPrint projects, Capital Replacement projects, studying community needs and realigning resources to ensure future capital will provide the best service to the community.

Projects Completed

Land Management Plan (2018)

Parks and Golf Maintenance Facility (started 2016, completed 2018)

Recreation Center of Highland Park Fitness Floor (started and completed 2017)

Sunset Valley Golf Club Improvements (started 2016, completed 2018)

Sunset Valley Clubhouse Improvements (started 2017, completed 2018)

Track One projects maybe budgeted in 2019, due to final payments.

Projects in Progress

Track One project included in the 2019 Budget:

- Planning for Centennial Ice Arena lobby and gymnastics renovation

Track Two projects included in the 2019 Budget:

- Conversion of the Highland Park County Club property into a passive recreation nature area. (planning 2018, conversion 2019, grooming 2020-2023)

Planning and Operations Strategy

GreenPrint 2024 identified areas of planning and strategy development: Priorities for 2019 include:

- Management of the program life cycle, addressing shifts in community needs due to introduction of full day Kindergarten.
- Creation of efficiencies through technology, with the introduction of a new payroll processing system.
- Lakefront master planning, the community engagement step was completed in 2018. Comments from residents will be reviewed and recommendation will be developed to update the original 2007 Lakefront Master Plan.
- The District's Planning and Athletics Departments are developing a comprehensive Sport Field Master Plan that will address existing fields to meet current and projected program and rental needs as well as explore potential new field configurations.

STRATEGIC PLAN 2016-2020

The Park District of Highland Park aspires to be an excellent, accountable, ethical, and sustainable organization based on its strong commitment to the District's mission, vision, and values. Reaching & sustaining these aspirations requires ongoing growth. In the coming year, the District will continue implementing the 2016-2020 Strategic Plan which provides the foundation for this growth. The plan was developed around four strategic themes:

- **Customer:** Maximize the Customer Experience
- **Operational:** Effective, Operational Excellence
- **Internal Business:** Unified and Engaged Work Culture
- **Financial:** Sustained Financial Health

The Park District developed a set of initiatives to assist in achieving the 16 objectives outlined in each theme. These objectives are supported by desired measures accomplished through completion of strategic initiatives (tasks). The Park District created cross-department staff committees charged with accomplishing each initiative within a specified timeline.

Objective Statements

Maximize the Customers Experience

Objective 1: Manage the Program Portfolio-

Objective 2: Build/Brand a sense of Community-*2017 completed new PDHP brand standards and park signage standards.*

Objective 3: Create Lasting Impressions-*2018 completed new customer service philosophy which will be the foundation for new customer service standards and training.*

Objective 4: Build a Customer Relationship Management Program

Effective, Operational Excellence

Objective 5: Improve Internal Communication-*throughout 2018 and into 2019 staff is participating in workshops designed to identify issues and define resolution.*

Objective 6: Create Effective Strategies for Employee Recruitment-*Introduction of a new hiring platform, with the payroll system implementation during 2019.*

Objective 7: Implement a User-Friendly Registration Process-*completed 2017*

Objective 8: Create Efficiencies through Innovative Technology-*2018 began utilization of DocuSign for internal paperwork. 2019 creation of a new help desk platform for Parks, IT and support services.*

Objective 9: Create a Green Culture- *2018 Board approval Sustainability Plan 2017-2019.*

Objective 10: Continue Innovative Integrated Marketing Systems-*2017 & 2018 expanded social media reach including utilization to Instagram, social media advertising and geo-fencing advertising.*

Unified and Engaged Work Culture

Objective 11: Create a Plan for Employee Growth and Development

Objective 12: Be the “Employer of Choice”-*Implementation of the Part Time Classification and Compensation Study.*

Objective 13: Integrate Core Values into the Work Culture

Sustained Financial Health

Objective 14: Implement Key Performance Measures-*Introduction of ‘In the Know’ a key performance indicator tutorial for staff during 2019.*

Objective 15: Implement Creative Strategies for Alternative Sources of Revenue-*continued expansion of sponsorship offerings.*

Objective 16: Identify Efficiencies to Reduce Expenses-*continued review of joint purchasing between Centers and vendor pricing.*

OPERATIONS OVERVIEW

Fund Structure

The District, like other local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. A fund is a grouping of related accounts that are utilized to maintain control over resources that have been segregated for specific activities or objectives. All funds of the District are reported as governmental funds.

General Fund is the general operating fund of the District and accounts for all revenues and expenditures of the District which are not accounted for in other funds.

Recreation Fund and Special Recreation Fund are special revenue funds used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes.

Debt Service Fund is used to account for the accumulation of funds for the periodic payment of principal and interest on general long-term debt.

Capital Projects Fund is used to account for financial resources to be used for the acquisition or construction of major capital facilities and replacement capital projects. Financial resources are acquired through bond issuance and budgeted transfers from operations which are to be used for improvements to existing park facilities, maintenance and upkeep of all parks and new capital endeavors.

Within the General and Recreation Funds, operations are further broken down into Centers. Each Center accounts for a specific operation of the District.

General Fund Includes:	Recreation Fund Includes:	
<ul style="list-style-type: none"> • Administrative • Communications • Park Maintenance • Planning 	<ul style="list-style-type: none"> • Athletics • Camps • Centennial Ice Arena • Deer Creek Racquet Club • Heller Nature Center • Hidden Creek AquaPark • West Ridge Center • Park Avenue Beach 	<ul style="list-style-type: none"> • Recreation Center of HP • Rosewood Beach • Rosewood Interpretive Center • Special Events • Sunset Valley Golf Club • HPCC Golf Learning • HPCC Passive Recreation Area

Revenues and expenditures are categorized by Type. Such as, program, camp, contractual, and salaries. General ledger numbers are linked to specific Types. Most Types are a compilation of a numerous general ledger numbers. Throughout the budget, reports are presented by Type categorizes.

To provide readers with relevant information, the budget is also presented by Function. The Administration Function includes activity in the General Fund (less Parks), Special Recreation, Debt Service, and Capital Projects. The Parks Department is split from the General Fund and presented as its own function. The Recreation Fund is presented in its entirety as the Recreation Function.

Budget Guidelines, Process, Policies

Budget and Appropriation Ordinance

The Budget and Appropriation Ordinance appropriates the monies that are necessary to cover the projected expenditures and liabilities the District may incur in its next budget year. The ordinance must be passed and approved within or before the first quarter of each fiscal year and filed with the Lake County Clerk within 30 days of adoption. The ordinance is first prepared in tentative form and made conveniently available for public inspection for at least 30 days prior to final action. Copies of the budget and ordinance will be available for public inspection at the Park District's administrative offices- West Ridge Center, 636 Ridge Road, Highland Park, IL 60035, the Highland Park Library and the District's web site, pdhp.org. The District Board of Commissioners must hold at least one public hearing regarding the ordinance before it can take any final action on it. Notice of the public hearing must be given in a newspaper published in the district at least one week prior. The public hearing can take place as a separate meeting (hearing) prior to the Board's regular meeting.

Along with a certified copy of the Budget and Appropriation Ordinance, the District includes anticipated revenue during the fiscal year covered by the ordinance. The District's -- Treasurer is responsible for certifying the revenue estimate. The ordinance outlines any probable expenditure of grant or development impact fees.

State law prohibits spending beyond the appropriations set forth in the ordinance at any time within the same fiscal year. After the first six months of the fiscal year, the Board of Commissioners has the authority to transfer items in any fund in the appropriation ordinance, with a two-thirds majority vote. Transfers cannot exceed 10% of the total amount appropriated for the fund or item that is having funds reallocated. The Board of Commissioners can amend the Budget and Appropriation Ordinance, using the same procedures followed when the ordinance was adopted.

As noted in Illinois Park District Law Handbook, Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer, P.C. 5th Edition, published 2006

Budget Planning Process

Preparation of the 2019 Capital Replacement Plan (CRP) and Operating Budget run parallel to one another during the budget process. Planning for Park District's CRP began in the summer and resulted in a thoroughly researched list of project recommendations that are presented to the Board of Commissioners prior the budget presentation. The 2019 summarizes operational projects that maintain facilities & parks along with projects that add new amenities desired by the community. The final 2019 CRP for the fiscal year is presented in the Capital section of this document.

Detailed budgeting for program and operational budgets began during the summer months. Departments met individually, developed their budgets, and entered the information into the Park District finance software. In September, staff met with their department heads, business office staff, and

the Executive Director to finalize the draft document that was first presented to the Finance Committee and then to the Board of Commissioners at a Workshop Meeting scheduled November 5, 2018.

Public Meetings Schedule

10/9	Workshop	Capital Budget Presented to Board
10/1-10/15	Business Office	Implements recommended changes
10/16	Budget Completed	Reviewed by Exc. Director and Staff
10/26	Finance Comm.	Budget and Levy Presentation
11/1	Publication	Truth in Taxation Resolution Notice
11/5	Workshop	Truth in Taxation Resolution
11/5	Workshop	Budget Presentation
11/13	Board Meeting	Pass Truth in Taxation Resolution
11/13	Board Meeting	Budget Presentation
12/4	Workshop	Tax Levy Ordinance
12/6	Publication	Budget & Appropriations 30 day notice
12/13	Board Meeting	Pass Tax Levy Ordinance
12/13	Board Meeting	Pass 2019 Budget

Budgetary Control

Park District policy requires the District to adopt a balanced operating budget. Under normal conditions, operating expenditures are less than the non-debt related real estate taxes and fees for services. Surplus from operations primarily funds capital improvements. A deficit total budget, in which expenditures exceed revenues result only from discretionary spending approved by the Board of Commissioners for capital improvements. Any other budget deficit would require Board resolution.

The Park District uses a detailed line item budget for accounting expenditure control. Verification and approval of appropriation amounts occur prior to the expenditure. Each month, all individual account expenditures are compared to budget appropriations. To monitor budget performance, management receives monthly, year-to-date, and prior year reports detailing actual expenditures versus the budget. Expenditures are reviewed twice monthly by a designated Board Commissioner. Any amendments to or creation of financial policies are presented to the Finance Committee for approval and then presented to the entire Board of Commissioners for final approval.

Expenditure Accountability

Staff presents a monthly budget variance report to the Board. Throughout the year, Park District staff gives special presentations to the Board highlighting the activity of a specific program or facility. The Board is also provided updates on the replacement and capital projects.

Operations

A series of financial policies and procedures which adhere to modified accrual accounting standards outlines processes for financial planning, treatment of revenue streams and control of expenditures. Program fees and taxes are proposed each year to exceed general operating expenses. The resulting operating surplus along with excess unrestricted reserves and debt management comprise funding for

the Park District's Capital Replacement Plan (CRP). Capital improvements are discretionary spending, while operating expenses are driven by programs benefitting the community.

Salaries and Wages

Because a properly developed and administered Classification and Compensation plan forms the foundation for managing recruitment and retention, the District implemented its current plan January 1, 2016. Positions were evaluated based on nature of work, principal duties, responsibilities and relative level of difficulty. Similar positions were grouped together creating a classification structure. Based on industry standards salary ranges were determined for each classification. Administration of a classification plan is an ongoing process, adapting to changing conditions. As part of the budget process, a survey of comparable-entities is completed to determine if the Classification and Compensation Study's classifications and salary ranges are still relevant. For 2019, there are no recommended changes to the plan. Salary and wage increases are based on merit a 3% merit pool. Finalized in 2017, a Part Time Compensation and Classification Study was completed. Similar to the Full-Time study, part time positions were classified by skill and pay ranges were defined. Both studies support the Employer of Choice strategic initiative. Salary ranges for both plans can be found in Appendix D.

Fund Balance Policy

The Park District intends to maintain a prudent level of financial resources, when possible, to protect against revenue shortfalls or unpredicted expenses. These levels are defined in the District's Fund Balance Policy and fund balances are expected to be maintained at a level of three to four months of budgeted expenditures.

Investment Policy

During the year, excess funds are held in insured or collateralized Certificates of Deposits, U.S. Government Securities, and Money Market accounts. The securities held by the Park District are consistent with its Investment Policy and are short-term in nature to provide operating cash as needed. The Park District's Investment Policy emphasizes safety of principal, authorized investments, and collateralization of deposits.

Long-Range Planning

The Park District values long-range planning. GreenPrint 2024, a 10-year comprehensive master plan provides guidance for future large capital improvements, program improvements, and operational improvements. As projects are completed, GreenPrint 2024, is reviewed and updated to reflect the District's changing needs. A refresh is planned for 2019.

Mid-Range Planning

Strategic Plan 2016-2020, outlines mid-range planning. Identifying initiatives or tasks to be completed by staff assigned committees. Completion of these initiatives will ensure completion of strategic goals. The purpose of which is the creation of a stronger park district, that provides desired programming, a strong work environment while being fiscally responsible.

Each year the District reviews and revises its five-year Capital Replacement Plan (CRP) that supplements the yearly budget to assist in determining future funding needs. The Board discusses the CRP based on

program needs, community assessments, and an in-depth review of asset replacement schedules. Large expenditure projects are anticipated, planned for, and tracked against project budgets.

Asset Inventory

The Park District regularly updates and maintains its records of personal and real property owned. In 2013, the District undertook a massive inventory of all capital assets so that it may better evaluate its future needs in anticipation of GreenPrint 2024. Major capital assets, including recreation facilities, open recreation venues, and vehicle fleet is reviewed annually for repair proposals. Older facilities are reviewed to develop long-term plans for renovation or expansion.

Diversity of Revenue

A combination of user fees, sale of merchandise, interest income and taxes provide funds for services. Property tax is one of the major sources of revenue for general operations. Each year the Park District can increase its levy for taxes in its operating funds by the CPI or 5%, whichever is lower. The CPI for 2019 (2018 tax year) 2.1%. There is a budgeted levy increase based on the CPI and new growth.

The District has little or no control over the diversity of the tax base except to participate in tax incentives from the City or County to attract or retain business. Taxes are assessed twice per year, late spring and midsummer.

The Park District charges fees for recreation activities and subscribes to a policy of varied fees for those services. Nonresidents may be charged a higher rate for participation. Program and activity fees are reviewed and adjusted as necessary to meet changing operating costs and/or market conditions. Staff may set fees higher than operating costs if there are additional indirect costs, such as operating maintenance, administrative overhead, and use of capital assets. Fees for programs that do not cover all costs are reviewed regularly by staff.

Infrequent Revenue

The Park District occasionally receives revenue that cannot be relied upon for ongoing funding. Examples are grants, contributions to capital projects and development impact fees. The District continually explores grant opportunities to help defray costs of eligible projects. If grants or contributions are designated for a specific project they are held for that project in the fund balance. It is important to note that one of the primary sources of grant revenue is the Open Space Land Acquisition and Development (OSLAD) program.

Other Revenue Opportunities

The Sponsorship Program for special events, golf and athletics continues to expand. The Sponsorship Program provides an opportunity for the District to build stronger relations with community businesses. While providing the sponsor with public facing opportunities.

The Parks Foundation of Highland Park was the first GreenPrint 2024 initiative to be completed in 2016. The Foundation is organized as a not-for-profit corporation, guided by a three-member executive board, the primary purpose of the Foundation is to secure, manage and invest donations, gifts, and bequests in support of the District's programs, services, and facilities. For 2019, anticipated support from the

Foundation will focus on SMILE Grant-in-Aid. SMILE Grant-in-Aid supports participants who are experiencing economic difficulty, with participation scholarships.

Debt Issuance

The real estate tax base supports facility improvements, while program fees support recreation activities. Therefore, the costs associated with acquiring and improving long-term fixed assets are normally funded with the issuance of debt and/or surplus from operations. The Park District reviews its existing obligation structure and future liability levels before making decisions to issue new debt. If debt will be issued, a BINA (Bond Issue Notification Act) hearing will be held, notification of which will be published in the local paper and posted on the District- website. An adopted ordinance authorizing the bond issuance will be approved at a Board meeting and filed with Lake County.

Forecasting

Forecasting starts with certain assumptions based on management's experience, knowledge, and judgement, and then is combined with current financial information to provide a projection of future operations. Throughout the year, as information such as the Comprehensive Annual Financial Report (CAFR), new legislation, or operational concerns become available forecasting models are updated for management. At the fund level, focusing on the interrelationship of operations and capital, models are updated to support staff in planning to ensure both short and long-term goals are met.

DEBT POSITION

Overview

Each year the District invests its capital resources in projects that will help maintain and/or improve existing infrastructure or fund new infrastructure. The Board of Commissioners adheres to a philosophy that facility improvements will be provided from the real estate tax base and program fees will support costs of operating the recreation activities. If there is an operational surplus after costs, the appropriate amount can be transferred to capital. Therefore, costs associated with acquiring and improving long-term fixed assets are met with the issuance of debt. The Park District reviews existing obligation structure, current and projected surplus from operations, and future liability levels before making decisions to issue new debt.

From 2011-2015, the District did not issue bonds to support capital improvement, providing resident tax payers a savings totaling over \$6.5 million. In 2016, various funding approaches were studied to support the implementation of GreenPrint 2024 track one capital projects. The Board chose to follow an ‘issue when needed’ approach. This approach provides for the flexibility to reevaluate the District’s funding needs on an annual basis. With the GreenPrint 2024 refresh in progress, no bonds will be issued during 2019 and future funding will be re-evaluated.

Currently, the District has two debt certificates outstanding; General Obligation Limited Tax Refunding Debt Certificate 2012A and 2013. The 2012A certificate was issued to refund the 2004 and 2005 issuances that were put in place to assist with the construction of the Recreation Center in 2004-2005. The 2013 certificate was issued to replenish the capital projects fund when resources were used to pay down a debt with unfavorable terms. In addition, the General Obligation Ltd Tax Park Bond Series 2016 & 2017 were issued to begin funding for GreenPrint 2024 projects.

Real estate taxes received for debt retirement pass through the Debt Service Fund, supporting the General Obligation Bond issuances. Interest payments will be made during June and December. Principal payments will be made in December.

Current General Obligation Bond Indebtedness

General Obligation Ltd Tax Refunding Debt Certificate 2012A			
			Maturity Date: December 15, 2023
Principle Outstanding at 12/31/2019 \$3,900,000			
FISCAL YEAR	PRINCIPAL	INTEREST	TOTAL
2019	735,000	117,000	852,000
2020	760,000	94,950	854,950
2021	780,000	72,150	852,150
2022	800,000	48,750	848,750
2023	825,000	24,750	849,750

General Obligation Ltd Tax			
Debt Certificate 2013		Maturity Date: December 15, 2027	
Principle Outstanding at 12/31/2019 \$5,565,000			
FISCAL YEAR	PRINCIPAL	INTEREST	TOTAL
2019	550,000	155,563	705,563
2020	560,000	144,563	704,563
2021	585,000	119,138	704,138
2022	600,000	105,975	705,975
2023	615,000	90,975	705,975

General Obligation Ltd Tax			
Park Bonds Series 2016		Maturity Date: December 15, 2020	
Estimated Principle Outstanding at 12/31/2019 \$1,150,000			
FISCAL YEAR	PRINCIPAL	INTEREST	TOTAL
2019	565,000	34,500	599,500
2020	585,000	17,550	602,550

General Obligation Ltd Tax			
Park Bonds Series 2017		Maturity Date: December 15, 2028	
Estimated Principle Outstanding at 12/31/2019 \$6,650,000			
FISCAL YEAR	PRINCIPAL	INTEREST	TOTAL
2019	690,000	229,000	919,000
2020	380,000	208,300	588,300
2021	1,030,000	196,900	1,226,900
2022	1,060,000	166,000	1,226,000
2023	920,000	123,600	1,043,600

The Park District has maintained an Aaa bond rating from Moody’s Investors Service. Moody’s cites a tax base characterized by above average wealth issues, sound financial operations bolstered by ample reserves, and a manageable debt position as reasons for the rating.

Debt Limit

The Park District’s statutory debt limit is 2.875% of the Equalized Assessed Valuation of all taxable property located within the boundaries of the District. Bonds are not included in the computation of statutory indebtedness unless taxes levied to pay for such obligations are extended. All outstanding issues of the District are General Obligation Limited Park Bonds and therefore included in the calculation below.

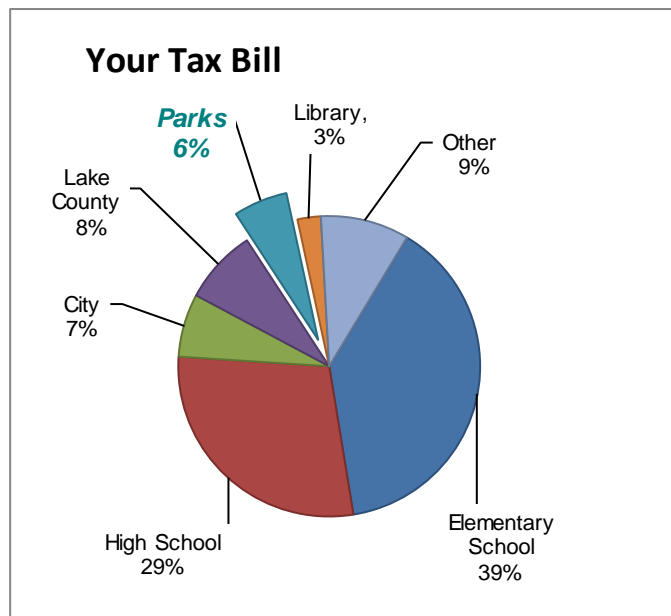
TAX FUNDING

The Levy Ordinance, which details the property tax request by fund, will be presented and approved by the Board of Commissioners on December 13, 2018. The District is subject to two sets of tax limits: **rate limits** on the maximum rates that can be levied for a particular purpose or fund and **tax caps**, which limit the aggregate increase in the levy to the lesser of 5% or the Consumer Price Index (CPI) excluding new construction.

On the following page is a 10-year history of the Park District's (EAV), levy extension, and tax rates. Rate information for budget year 2019, tax year 2018 is not included. The District will receive final levy information during the spring of 2019. The District's property tax collection rate has averaged more than 98% over the past 10 years (see 2017 CAFR for more detail).

From 2005-2010, the District did not raise taxes, as a result the District's tax rate remained relatively flat and residents did not receive an increase. It was not until 2013 that the Special Recreation Fund was levied at the full .4 cents, this was done to support ADA improvements district wide. Beginning in 2016, the Debt Service Extension Base was accessed to support debt repayment associated with General Obligation Ltd Tax Park Bonds Series 2016. This was identified in the GreenPrint 2024 Plan as a funding mechanism.

For 2019, the budgeted tax revenue is \$13,212,680, which is greater than the prior year's extension by 4. % or \$508,183. This is essentially a cost of living increase based on the CPI 2.1%, while trying to capture new growth.



PROPERTY TAX RATE, EAV AND EXTENSION

LEVY YEAR	2008	2009	2010	2011	2012
EAV	2,819,017,917	2,741,900,593	2,587,013,944	2,354,383,357	2,190,455,395
LEVY EXTENSION	10,712,269	10,803,088	9,804,783	9,652,972	9,747,527
CORPORATE	0.1010	0.1030	0.1360	0.1500	0.2560
IMRF	0.0190	0.0220	0.0160	0.0170	-
POLICE PROCETION	0.0090	0.0100	0.0110	0.0120	-
AUDIT	0.0010	0.0010	-	-	-
LIABILITY INSURANCE	0.0160	0.0150	0.0080	0.0090	-
SPECIAL RECREATION	0.0250	0.0240	0.0260	0.0280	0.0180
RECREATION	0.0770	0.0690	0.0740	0.0810	0.1710
RECREATION AND COMMUNTI\	0.0650	0.0820	0.0870	0.0900	-
BONDS AND INTEREST	0.0480	0.0490	-	-	-
MUSEUM	0.0190	0.0190	0.0210	0.0230	-
Total Rate	0.3800	0.3940	0.3790	0.4100	0.4450

LEVY YEAR	2013	2014	2015	2016	2017
EAV	2,089,605,407	2,079,639,753	2,206,882,564	2,344,268,130	2,440,264,291
LEVY EXTENSION	10,385,339	10,566,317	11,482,476	12,395,646	12,715,144
CORPORATE	0.1970	0.2924	0.2628	0.2114	0.2001
IMRF	-	-	-	-	-
POLICE PROCETION	-	-	-	-	-
AUDIT	-	-	-	-	-
LIABILITY INSURANCE	-	-	-	-	-
SPECIAL RECREATION	0.0400	0.0400	0.0400	0.0400	0.0386
RECREATION	0.2600	0.1758	0.1835	0.2134	0.2197
RECREATION AND COMMUNTI\	-	-	-	-	-
BONDS AND INTEREST	-	-	0.03	0.06	0.06
MUSEUM	-	-	-	-	-
Total Rate	0.4970	0.5082	0.5203	0.5288	0.5211

CAPITAL

Expenditures for 2019 are compiled from two sources, Capital Replacement Plan (CRP) and GreenPrint-Project Capital Review. These expenditures are accounted for in the Capital Fund. CRP summarizes districtwide replacement needs for the next five years. As the first step of the budget process, Planning and Facility staff review the need of all facilities and parks, creating and updating repair and replacement schedules. Based on these schedules the CRP is compiled for the year and updated for the next five years.

Appendix A provides a detail listing of the 2019 replacement items that are included in budget. For informational purposes Appendix B provides a summarized schedule of replacement items over the next five years. Appendix C provides the project timeline and costs for GreenPrint projects.

2019 Budget includes two GreenPrint 2024 initiatives:

Conversion of the Highland Park Country Club

Planning for the conversion of the Highland Park Country Club property from a golf course to a passive recreation area began in 2018. Community Attitude and Interest Surveys from 2009, and 2013 ranked walking and biking trails as the most important need by the community. The property conversion plan includes connecting Skokie River Woods and Route 22 to Park Avenue through walking and biking trails. Synergy with Recreation Center of Highland Park offer the opportunity to integrate indoor and outdoor fitness activities. Budgeted expenditures for 2019 total \$920,000.

Centennial Ice Area Lobby & Gymnastics Renovation

Centennial Ice Arena serves a dual role, as the ice skating and gymnastics programming center for the Park District. There are several challenges at the facility due to limitations with the building and site, including potential traffic pattern inefficiencies, size of the existing gymnastics space; condition and size of the lobby, size of staff offices, condition and size of locker rooms, and lack of activity rooms for functions such as birthday parties. Planning will begin in 2019 with renovation beginning in 2020. Budgeted expenditure for 2019 total \$100,000.

2019 BUDGET ANALYSIS

Budget Overview

The 2019 Budget is presented in three different formats:

- Consolidated by Fund
- District Wide Comparison to 2018 projected year end
- Detailed review by Function

Overall, the 2019 Budget represents a net planned deficit of \$4,650,564.

- Net Operations \$4.7 million
Operating Revenue \$23.9 million
Operating Expenditures \$28.6 million
- Debt Extension \$1.5 million
- Debt Retirement \$3.1 million
- Capital Improvements \$7 million
- Inter Fund Transfers \$4.6 million

Budget Opportunities

The introduction of full day Kindergarten by North Shore School District 112 is proving to be an opportunity across the District. Programs that supported or were created around half day Kindergarten are no long needed. Because of the longer school day, there has been an extreme decline in afternoon program registration for that age group. A staff lead District Wide Child Enrichment Committee with the goal to create a holistic approach to recapturing the target market was created. The Committee will work with the community, NSSD 112 and other partners to identify unmet community needs, and develop Park District solutions.

Facility Rentals in Athletics and Centennial Ice have seen a decline during 2018 final quarter. Having a temporary impact on Rental Revenue. Athletics is developing a Field Rental Strategic Plan in conjunction with the Sports Field Master Planning.

In 2018, four operational agreements for the Highland Park Country Club property were finalized with the City of Highland Park.

- Agreement #1- Outlines the purchase of the country club property, and conversion to a passive natural recreation area.
- Agreement #2- Is a lease back to the City of Highland Park, for a portion of the property with the intention of developing a tree nursery.
- Agreement #3– Outlines the operational responsibilities and the surplus split of the Golf Learning Center.
- Agreement #4- Defines the responsibility and spit of operational expenditures for areas within and outside of the HPCC that are considered ‘common’ use by both parties.

Table #1

PROPOSED 2019 BUDGET BY FUND

Presented in a similar format as the CAFR

	General	Recreation	Special Recreation	Debt Service	Capital Projects	Total
Revenue						
TAX	5,628,000	5,200,000	961,498	1,551,182	-	13,340,680
PROGRAMS	-	2,848,850	-	-	-	2,848,850
CAMPS	-	1,707,082	-	-	-	1,707,082
LESSONS	-	383,751	-	-	-	383,751
SPECIAL EVENTS	-	114,739	-	-	-	114,739
FEES & CHARGES	44,800	1,889,671	-	-	-	1,934,471
MEMBERSHIPS	-	1,712,753	-	-	-	1,712,753
RENTALS	-	1,380,774	-	-	-	1,380,774
MERCHANDISING	360	94,274	-	-	-	94,634
INTEREST INCOME	130,000	-	-	-	-	130,000
MISCELLANEOUS INCOME	92,500	104,820	-	-	-	197,320
OTHER INCOME	13,235	49,589	-	-	-	62,824
Revenue Total	5,908,895	15,486,303	961,498	1,551,182	-	23,907,878
Expenditures						
PROGRAMS	-	1,645,635	-	-	-	1,645,635
CAMPS	-	961,148	-	-	-	961,148
LESSONS	-	186,872	-	-	-	186,872
SPECIAL EVENTS	-	218,757	-	-	-	218,757
SALARIES & WAGES	2,792,670	4,979,222	-	-	-	7,771,892
CONTRACTUAL SERVICES	1,066,199	1,028,639	413,765	-	332,400	2,841,003
INSURANCE	1,104,610	1,078,221	-	-	-	2,182,830
MATERIALS & SUPPLIES	246,030	371,599	-	-	-	617,629
MAIN. & LANDSCAPE	125,167	336,250	-	-	-	461,417
UTILITIES	124,342	771,664	-	-	-	896,006
PENSION CONTRIBUTIONS	235,457	421,338	-	-	-	656,795
COST OF GOODS SOLD	-	39,588	-	-	-	39,588
DEBT RETIREMENT	-	-	-	3,078,862	-	3,078,862
CAPITAL OUTLAY	-	64,160	-	-	6,935,847	7,000,007
Expenditure Total	5,694,474	12,103,093	413,765	3,078,862	7,268,247	28,558,442
	214,421	3,383,210	547,733	(1,527,680)	(7,268,247)	(4,650,564)
Other Financing						
DEBT ISSUANCE						-
OPERATING TRANSFERS IN				1,556,563	3,050,000	4,606,563
OPERATING TRANSFERS OUT	(622,625)	(3,433,938)	(550,000)			(4,606,563)
NET SURPLUS (DEFICIT)	(408,205)	(50,728)	(2,267)	28,883	(4,218,247)	(4,650,564)

Table #1: Funds are identified as Major and Non-Major, in accordance with the classification presented in the District's audited financial statements or Comprehensive Annual Financial Report (CAFR). Major Funds include General, Recreation, and Debt Service. The only Non-Major fund is the Special Recreation Fund.

Table #2

Fund Balance Projection as of December 31, 2019

	General	Recreation	Special Recreation	Debt Service	Capital Projects	Total
Estimated Fund Balance 1/1/2019	2,248,754	4,934,869	241,215	167,884	5,362,774	12,955,496
REVENUES	5,908,895	15,486,303	961,498	1,551,182	-	23,907,878
EXPENDITURES	5,694,474	12,103,093	413,765	3,078,862	7,268,247	28,558,442
DEBT ISSUANCE						
TRANSFERS	(622,625)	(3,433,937)	(550,000)	1,556,563	3,050,000	-
Estimated Fund Balance 12/31/2019	<u>1,840,549</u>	<u>4,884,142</u>	<u>238,948</u>	<u>196,767</u>	<u>1,144,527</u>	<u>8,304,933</u>
Fund Balance Policy 25% of Budget Expenditures	1,423,619	3,025,773	103,441	-	-	-

Table #2: Figures presented above include the District's estimated beginning fund balance as of January 1, 2019, the start of the budget period. This balance is combined with proposed revenues, expenditures and transfers, estimating the ending fund balance as of December 31, 2019.

The Park District's philosophy is to maintain a principal operating fund balance equal to approximately 3 months (25%) of annual expenditures. Any excess fund balance is transferred, by Board Resolution, to the Capital Projects Fund.

Table #3

DISTRICT WIDE BUDGET COMPARISON

	2017	2018	2018	2019		Increase/	%
	Total Activity	Budget	Projected	Budget		(Decrease)	Change
Revenue							
100 - PROGRAMS	2,934,838	3,034,812	2,774,134	2,848,850	11.92%	74,715	2.69%
110 - CAMPS	1,441,043	1,549,078	1,560,541	1,707,082	7.14%	146,540	9.39%
120 - LESSONS	323,871	346,685	362,827	383,751	1.61%	20,924	5.77%
130 - SPECIAL EVENTS	93,190	108,288	101,895	114,739	0.48%	12,845	12.61%
410 - TAX	12,454,110	13,072,257	12,744,400	13,340,680	55.80%	596,280	4.68%
420 - FEES & CHARGES	1,273,706	1,270,299	822,862	1,934,471	8.09%	1,111,609	135.09%
440 - MEMBERSHIPS	1,824,847	1,717,654	1,609,100	1,712,753	7.16%	103,653	6.44%
450 - RENTALS	1,440,178	1,263,618	1,248,151	1,380,774	5.78%	132,624	10.63%
460 - MERCHANDISING	1,001,540	66,465	56,376	94,634	0.40%	38,258	67.86%
470 - INTEREST INCOME	154,167	105,000	139,118	130,000	0.54%	(9,118)	-6.55%
480 - MISCELLANEOUS INCOME	707,327	193,400	209,492	197,320	0.83%	(12,172)	-5.81%
510 - OTHER INCOME	462,988	37,380	66,394	62,824	0.26%	(3,570)	-5.38%
520 - BOND/DEBT PROCEEDS	8,713,795	-	5,500	-	0.00%	(5,500)	-100.00%
Total Revenue:	32,825,599	22,764,935	21,700,789	23,907,878	100.00%	2,207,089	10.17%
Expense							
100 - PROGRAMS	1,649,721	1,647,114	1,625,109	1,645,635	5.76%	20,526	1.26%
110 - CAMPS	827,625	882,710	855,487	961,148	3.37%	105,662	12.35%
120 - LESSONS	175,043	159,168	193,523	186,872	0.65%	(6,651)	-3.44%
130 - SPECIAL EVENTS	170,392	214,265	216,238	218,757	0.77%	2,519	1.16%
610 - SALARIES & WAGES	6,740,757	7,537,251	6,943,444	7,771,892	27.21%	828,448	11.93%
620 - CONTRACTUAL SERVICES	5,016,055	2,896,928	2,970,938	2,841,003	9.95%	(129,935)	-4.37%
630 - INSURANCE	1,824,262	2,099,502	1,938,345	2,182,830	7.64%	244,485	12.61%
640 - MATERIALS & SUPPLIES	580,100	588,971	552,160	617,629	2.16%	65,469	11.86%
650 - MAINTENANCE & LANDSCAPING CONTR.	460,133	435,353	469,359	461,417	1.62%	(7,941)	-1.69%
660 - UTILITIES	971,893	980,619	966,140	896,006	3.14%	(70,134)	-7.26%
670 - PENSION CONTRIBUTIONS	817,505	911,369	840,933	656,795	2.30%	(184,138)	-21.90%
680 - COST OF GOODS SOLD	339,341	26,546	24,410	39,588	0.14%	15,178	62.18%
710 - DEBT RETIREMENT	3,041,830	3,077,363	3,077,363	3,078,862	10.78%	1,499	0.05%
720 - CAPITAL OUTLAY	10,056,160	8,560,614	8,317,233	7,000,007	24.51%	(1,317,226)	-15.84%
Total Expense:	32,670,818	30,017,772	28,990,680	28,558,442	100.00%	(432,238)	-1.49%
	154,781	(7,252,837)	(7,289,891)	(4,650,564)		2,639,328	
Transfers							
TRANSFER IN	3,255,513	3,109,013	3,109,013	4,606,563			
TRANSFER OUT	(3,255,513)	(3,109,013)	(3,109,013)	(4,606,563)			
Net Surplus (Deficit)	154,781	(7,252,837)	(7,289,891)	(4,650,564)			

Table #3: The 2019 budget information will be reviewed on a district-wide basis by revenues and expenditures, then in more detail based on Functional Activity, as defined above.

Table #4

CONSOLIDATED REVENUE ANALYSIS

	2017 Total Activity		2018 Total Budget		2018 Projected		2019 Total Budget	2019 Budget vs 2018 Proj	% Change
Revenue									
TAX	12,454,110	51.65%	13,072,257	57.42%	12,744,400	58.73%	13,340,680	596,280	4.68%
PROGRAMS	2,934,838	12.17%	3,034,812	13.33%	2,774,134	12.78%	2,848,850	74,715	2.69%
CAMPS	1,441,043	5.98%	1,549,078	6.80%	1,560,541	7.19%	1,707,082	146,540	9.39%
LESSONS	323,871	1.34%	346,685	1.52%	362,827	1.67%	383,751	20,924	5.77%
SPECIAL EVENTS	93,190	0.39%	108,288	0.48%	101,895	0.47%	114,739	12,845	12.61%
FEES & CHARGES	1,273,706	5.28%	1,270,299	5.58%	822,862	3.79%	1,934,471	1,111,609	135.09%
MEMBERSHIPS	1,824,847	7.57%	1,717,654	7.55%	1,609,100	7.41%	1,712,753	103,653	6.44%
RENTALS	1,440,178	5.97%	1,263,618	5.55%	1,248,151	5.75%	1,380,774	132,624	10.63%
MERCHANDISING	1,001,540	4.15%	66,465	0.29%	56,376	0.26%	94,634	38,258	67.86%
INTEREST INCOME	154,167	0.64%	105,000	0.46%	139,118	0.64%	130,000	(9,118)	-6.55%
MISCELLANEOUS INCOME	707,327	2.93%	193,400	0.85%	209,492	0.97%	197,320	(12,172)	-5.81%
OTHER INCOME	462,988	1.92%	37,380	0.16%	66,394	0.31%	62,824	(3,570)	-5.38%
Revenue Total:	24,111,804	100.00%	22,764,935	100.00%	21,700,789	100.00%	23,907,878	2,212,589	10.20%

Property Tax revenue is increasing due to Lake County’s new growth projection and the CPI of 2.1%.

Popularity of the District’s Special Events continues to grow with a 12% increase from 2018 projected. The Fourth Fest celebration in 2019 will include the City’s 150-year celebration attracting more participants and creating a community focused day of celebration.

As a direct result of Sunset Valley’s first full year of operation, since completion of the course and club house renovations, Fees & Charges reflect a 135% increase over 2018 projected year end. Increases in Rentals and Merchandising are also correlate to Sunset Valley.

Even though interest rates are on the rise, Interest Income is decreasing as reserved are utilized for capital repair.

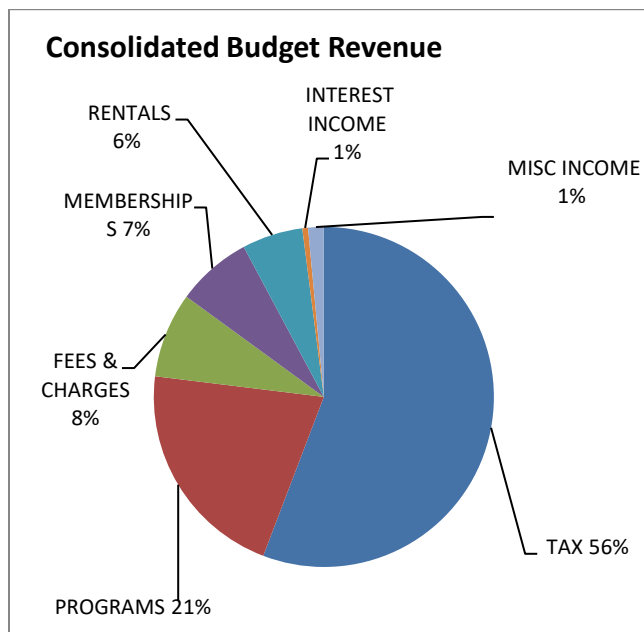


Table #5

CONSOLIDATED EXPENDITURE ANALYSIS

Expense	2017		2018		2018		2019		% Change
	Total Activity		Total Budget		Projected		Total Budget	vs 2018 Budget	
PROGRAMS	1,649,721	5.05%	1,647,114	5.49%	1,625,109	5.61%	1,645,635	20,526	1.26%
CAMPS	827,625	2.53%	882,710	2.94%	855,487	2.95%	961,148	105,662	12.35%
LESSONS	175,043	0.54%	159,168	0.53%	193,523	0.67%	186,872	(6,651)	-3.44%
SPECIAL EVENTS	170,392	0.52%	214,265	0.71%	216,238	0.75%	218,757	2,519	1.16%
SALARIES & WAGES	6,740,757	20.63%	7,537,251	25.11%	6,943,444	23.95%	7,771,892	828,448	11.93%
CONTRACTUAL SERVICES	5,016,055	15.35%	2,896,928	9.65%	2,970,938	10.25%	2,841,003	(129,935)	-4.37%
INSURANCE	1,824,262	5.58%	2,099,502	6.99%	1,938,345	6.69%	2,182,830	244,485	12.61%
MATERIALS & SUPPLIES	580,100	1.78%	588,971	1.96%	552,160	1.90%	617,629	65,469	11.86%
MAINTENANCE & LANDSCAPING CONTRACTS	460,133	1.41%	435,353	1.45%	469,359	1.62%	461,417	(7,941)	-1.69%
UTILITIES	971,893	2.97%	980,619	3.27%	966,140	3.33%	896,006	(70,134)	-7.26%
PENSION CONTRIBUTIONS	817,505	2.50%	911,369	3.04%	840,933	2.90%	656,795	(184,138)	-21.90%
COST OF GOODS SOLD	339,341	1.04%	26,546	0.09%	24,410	0.08%	39,588	15,178	62.18%
DEBT RETIREMENT	3,041,830	9.31%	3,077,363	10.25%	3,077,363	10.62%	3,078,862	1,499	0.05%
CAPITAL OUTLAY	10,056,160	30.78%	8,560,614	28.52%	8,317,233	28.69%	7,000,007	(1,317,226)	-15.84%
Expense Total:	32,670,818	100.00%	30,017,772	100.00%	28,990,680	100.00%	28,558,442	(432,238)	-1.49%

As is typically the case, salaries (23.95%), Contractual Services (10.25%), Debt Retirement (10.62%) and capital (28.69%) represent the largest individual costs to the District.

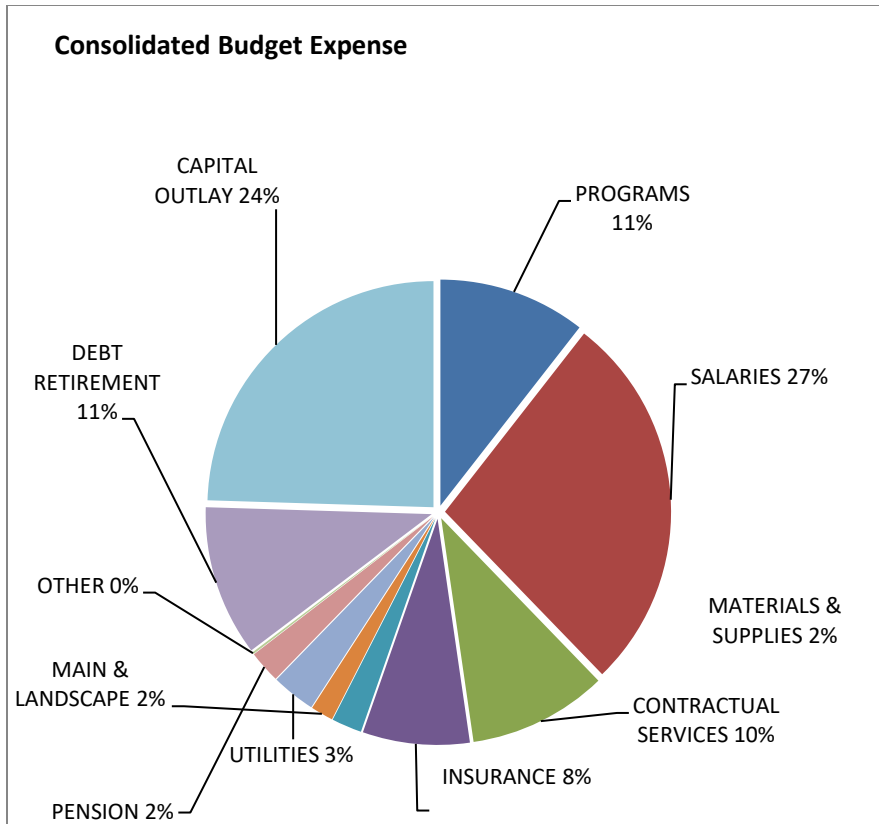
Salaries in 2019 are budgeted to increase by \$828,448 or 11% as compared to projected 2018. This is due in large part by the District’s effort to be fully staffed in 2019. Throughout 2018 positions remained open, or become open with changes in staff. In addition to salaries, full staffing also increases associated health insurance.

Contractual Services which makes up a large portion of the operating budget is decreasing by \$129,934 or 4% as compared to 2018 projected year end. Professional fees associated with capital building are accounted for under Contractual Services and are decreasing during the GreenPrint 2024 refresh.

The insurance line item represents a compilation of health insurance (83%) and property/casualty (17%) of the total expenditure. Health Insurance premiums are increasing by 3% for PPO and 7% for HMO coverage. Changes such as staffing, and employee selection also affect insurance costs. Based on single coverage, the employee contribution rate continues to be 12%.

Premiums associated with property/casualty coverage are decreasing. Increases or decreases in premiums are a direct result of increases and decreases in expenditures. This is based on a two-year cycle. Rates for 2019 are based on 2017 expenditures, resulting in a decrease. Insurance expenditures are continuously monitored, and the District remains committed to keeping them under control.

IMRF (Illinois Municipal Retirement Fund) contribution rate is the lowest in years at 1.06%. The District’s commitment to meet its yearly obligation, and IMRF’s high investment returns during 2017 are contributing factors. As a result, budgeting for Pension Contributions is decreasing by 21.9% compared to 2018 projected a saving of \$184,137.



FUND TRANSFERS

2018 Budget includes the following transfers between funds

- \$622,625 from the General Fund to Debt Service - for payment of Debt Certificate 2012, 2013
- \$933,937 from the Recreation Fund to Debt Service - for payment of Debt Certificate 2012, 2013
- \$2,500,000 from the Recreation Fund to Capital - as directed by the Fund Balance Policy
- \$550,000 from the Special Recreation to Capital - for the ADA portion of capital projects

ANALYSIS BY FUNCTION

For purposes of this document, the Administration Function includes activity in the General Fund (less Parks), Special Recreation, Debt Service, and Capital Projects Fund. The Parks Department is split from the General Fund and presented as its own function. The Recreation Fund is presented in its entirety as the Recreation Function.

Table # 6 **BUDGET BY FUNCTION**

	Administration Function	Parks Function	Recreation Function	Total Function
Revenues	8,360,680	60,895	15,486,303	23,907,878
Expenditures	13,746,831	2,704,578	12,103,093	28,554,502
Surplus/Deficit	-5,386,151	-2,643,683	3,383,210	-4,646,624

ADMINISTRATION FUNCTION

GENERAL RESPONSIBILITIES

The Administration Function is responsible for the management of the District's short and long-term planning, development, financial, human resources, risk management, information systems and marketing and communications activities. The Administration budget includes property tax receipts, grants, development impact fees, and investment income. Expenditures include administrative, operating, and support expenses. Administration is also responsible for membership in the Special Recreation Association (Special Recreation Fund), debt management (Debt Service Fund), and costing/managing large capital projects (Capital Projects Fund).

Administration develops, recommends, and implements policies and procedures. During 2018 a Department Head committee reviewed and updated both Park District of Highland Park's Policy Manual and Personnel Manual. Both documents will be approved by the board and create an operational framework for 2019 and beyond.

Additionally, Administration acts as the primary liaison with the elected Board of Commissioners in setting financial priorities and is responsible for adhering to the Open Meetings Act and Freedom of Information Act requirements. Administration prepares, maintains, and files official Park District records, ordinances, and resolutions in accordance with applicable statutes.

PLANNING

Planning involves strategic planning, and feasibility studies such as land management and park usage, incorporating new trends into development to encourage intergeneration recreation and physical activity; interagency coordination with local, and county governmental agencies; developing and managing implementation of the portions of the CRP, such as asphalt repair, or park equipment

replacement; researching grant opportunities that support capital improvements and overseeing the ADA transition plan and incorporating ADA requirements in all new building. Planning staff also manages all-natural area acreage with the assistance of a volunteer crew.

FINANCE

Finance is responsible for all aspects of accounting, finance, payroll processing, registration, and record keeping for the Park District. Staff implements effective control of receipts and disbursements; reviews and monitors debt management procedures; protects cash and assets through sound internal controls and invests surplus funds to earn a market rate of return and ensure preservation of capital. The department controls the District's financial records in compliance with the Local Government Records Act. District wide registration including maintaining both the in-house and website registration systems is the responsibility of staff.

INFORMATION TECHNOLOGY (IT)

The IT Department maintains all centralized voice, security, and network infrastructure and end-user technologies. IT coordinates all software and hardware purchases and implementation, as well as maintenance of a secure computer environment with reliable usable data. IT also provides strategic support in developing data analytics and serves as principal design and support for multimedia throughout the District.

IT staff is responsible for management of District's telephone communications and voice mail systems, photocopier purchases (leases) and maintenance contracts and security systems of the District including the door locks, keyless entry, alarm, and camera systems.

HUMAN RESOURCES (HR)

HR develops, implements, and communicates benefit programs and policies including health and life insurance, workers' compensation, retirement plans, employee assistance, employee recognition, unemployment insurance, supplemental retirement compensation, vacation, sick time, and all other benefits.

HR develops and administers the compensation management programs for full-time exempt and non-exempt personnel. Monitors documented time for compliance with the Fair Labor Standards Act and other satisfactory internal controls. The department also develops, implements, and communicates personnel policies and procedures to the Park District staff.

RISK MANAGEMENT

Risk Management works with the HR department and coordinates the District-wide loss reduction programs in cooperation with the Park District Risk Management Agency (PDRMA). This includes employee on-the-job safety through education, training, physical assessment, and accident prevention.

MARKETING AND COMMUNICATIONS DEPARTMENT

The Marketing and Communications Department is responsible for promoting all participation & revenue generating opportunities to meet/exceed District budget goal as well as protecting and building the District brand to strengthen its value to the community and with key stakeholders. This includes strategy development and execution of all District marketing, messaging, media relations, community relations, social media, video, print, market research/analytics, advertising, sponsorships, signage, and promotional strategies. Staff conducts market analysis develops marketing opportunities and serves as liaison to several community partners. The department oversees the District website, social media sites and marketing plans in addition to maintaining District brand standards.

SPECIAL RECREATION

The Special Recreation Fund was established to account for the funds used to provide recreational opportunities to those with disabilities.

The Northern Suburban Recreation Association (NSSRA) is an intergovernmental partnership of ten park districts, two cities and one village in the northern suburban area of Chicago. NSSRA provides and facilitates year-round recreation programs and services for children and adults with disabilities who live in the partner communities. Each of the agencies served by NSSRA levy funds to support its operation. The twelve agencies served by NSSRA are: Deerfield, Glencoe, Glenview, Highland Park, Kenilworth, Lake Bluff, Northbrook, Northfield, Wilmette, and Winnetka Park Districts, the City of Lake Forest and the Village of Riverwoods.

The Budget for the Special Recreation Fund includes the Member Agency Contribution (MAC) which provides a significant portion of the operating revenue for NSSRA, funding for specially trained companions to assist those with special needs who participate in Park District of Highland Park programs (inclusion services) as well as funding for facility improvements to make them accessible under the terms of the American with Disabilities Act.

Table #7

ADMINISTRATION FUNCTION

	2017 Final	2018 Budget	2018 Projected	2019 Budget		Increase / (Decrease)	% Change
Revenue							
TAX	7,591,530	7,582,257	7,436,898	8,140,680	97.37%	703,782	9.46%
RENTALS	72,800	60,000	-	-	0.00%	-	0.00%
INTEREST INCOME	154,167	105,000	139,118	130,000	1.55%	(9,118)	-6.55%
MISCELLANEOUS INCOME	482,028	97,500	107,460	89,500	1.07%	(17,960)	-16.71%
OTHER INCOME	450,118	12,735	5,768	500	0.01%	(5,268)	-91.33%
BOND/DEBT PROCEEDS	8,713,795	-	5,500	-	0.00%	(5,500)	-100.00%
Total Revenue:	17,464,438	7,857,492	7,694,744	8,360,680	100.00%	665,936	8.65%
Expense							
SALARIES & WAGES	1,105,796	1,177,519	1,133,631	1,281,104	9%	147,473	13.01%
CONTRACTUAL SERVICES	2,134,763	1,582,484	1,676,239	1,548,872	11%	(127,367)	-7.60%
INSURANCE	660,580	720,272	660,795	652,307	5%	(8,488)	-1.28%
MATERIALS & SUPPLIES	44,667	70,954	47,993	53,727	0%	5,734	11.95%
MAINTENANCE CONTRACTS	17,407	54,800	25,067	51,450	0%	26,383	105.25%
UTILITIES	74,858	30,679	62,348	33,971	0%	(28,377)	-45.51%
PENSION CONTRIBUTIONS	157,471	184,631	137,064	110,691	1%	(26,373)	-19.24%
DEBT RETIREMENT	3,041,830	3,077,363	3,077,363	3,078,862	22%	1,499	0.05%
CAPITAL OUTLAY	10,024,954	8,531,914	8,287,777	6,935,847	50%	(1,351,930)	-16.31%
Total Expense:	17,262,326	15,430,615	15,108,277	13,746,831	100%	(1,361,446)	-9.01%
	202,112	(7,573,123)	(7,413,533)	(5,386,151)		2,027,382	-27.35%
Transfers							
TRANSFER IN	3,255,513	3,109,013	3,109,013	4,606,563		1,497,550	
TRANSFER OUT	(1,372,205)	(1,223,605)	(1,223,605)	(1,172,625)		(50,980)	
Net Surplus (Deficit)	2,085,420	(5,687,715)	(5,528,125)	(1,952,213)		(3,575,912)	

Table #7: ADMINISTRATIVE FUNCTION BUDGET HIGHLIGHTS:**Revenue**

Compared to projected 2018, 2019 total tax revenue is budgeted to increase by \$703,782 or 9.46% as more tax dollars have been allocated.

Salary and Wages

Employee wages are expected to increase by 13% or \$147,473 in 2019 compared to 2018 projected.

Wages are budgeted to increase by 3% based on the District's merit pool. Two open positions in Human Resources resulted in a decrease in actual for 2018. These positions will be fully staffed by a HR Manager and HR Generalist. Work load dictates that the HR Generalist position should be a full time position.

A shift in staffing from Parks to Planning will provided needed support for Natural Areas to better address the needs of the HPCC.

Contractual Services

With GreenPrint 2024 refresh, professional fees are decreasing for 2019. The administration function has budgeted \$1,548,872 in 2019 which is approximately \$127,000 or 7.9% less than projected year end 2018. Included in this line item are such items as professional services related to capital projects, legal

fee, and investment advisors. Also included in contractual services are expenditures for Northern Suburban Special Recreation Association (NSSRA).

Insurance

Premiums associated with property/casualty insurance, which are decreasing by 1.5%, are solely accounted for in the Administration Function. Adjustments to health insurance due to staffing or selection changes are offsetting the decrease, resulting in a net decrease of 1.28% or \$8,488.

Maintenance and Landscaping

2019 budget is in line with 2018 while projected year end 2018 is half as much. Activity budgeted in 2018 did not occur but will be addressed in 2019.

Special Recreation NSSRA member contribution is budgeted at \$303,828, and the inclusion fee is \$92,000. \$550,000 will be transferred from Special Recreation to support capital projects and the ADA transition plan.

PARKS FUNCTION

The mission of the Parks Department is to provide safe, well-maintained recreation areas to meet the Park District of Highland Park's resident needs and - provide support to other District departments.

The Parks Department is responsible for general maintenance and upkeep of all District park areas (including lake front parks) and facilities, except for the Sunset Valley Golf Course. This includes, but is not limited to turf, trees, shrubs, and landscape areas, including those areas belonging to other local government agencies. Maintenance also includes athletic field preparation. The Parks Department responds to service requests for work at facilities for electrical work and other minor repairs. The Parks Department is also responsible for maintaining the District's fleet and equipment and for specialty maintenance such as pest/vegetation control, snow removal, the outdoor ice rink, and special event support.

During the first quarter of 2018, "POGO" the new centralized Parks and Golf Operations Center was completed. The new facility replaced both the Golf Maintenance Facility and the District's Parks Maintenance Facility. POGO is located on the west side of the Sunset Valley Golf Club on Fredrickson. This location moved the Parks building out of a residential neighborhood, while providing easy access to the park system. Due to age, both facilities were inefficient and inadequate for the current and future needs of the Park District. Combining operations reduces overhead costs by one building and provides opportunities for shared equipment and cost savings with purchasing and staffing.

With the acquisition of the HPCC, an additional 100 acres has been added to the District's property inventory. Staffing levels between Parks and Planning Departments have been evaluated and adjusted to accommodate for current Natural Areas needs, as well as the anticipated upkeep of the HPCC.

Table #8

PARKS FUNCTION

	2017 Final	2018 Budget	2018 Projected	2019 Budget		Increase / (Decrease)	% Change
Revenue							
FEES & CHARGES	38,504	39,326	43,300	44,800	74%	1,500	3.46%
MERCHANDISING	43	120	271	360	1%	89	32.84%
MISCELLANEOUS INCOME	3,775	2,200	4,750	3,000	5%	(1,750)	-36.84%
OTHER INCOME	8,870	-	1,195	12,735	21%	11,540	965.69%
Total Revenue:	51,192	41,646	49,516	60,895	100%	11,379	22.98%
Expense							
SALARIES & WAGES	1,295,662	1,566,998	1,370,452	1,511,566	56%	141,114	10.30%
CONTRACTUAL SERVICES	185,428	243,257	229,850	263,492	10%	33,642	14.64%
INSURANCE	376,773	494,458	494,458	452,303	17%	(42,155)	-8.53%
MATERIALS & SUPPLIES	169,258	177,310	183,646	192,303	7%	8,657	4.71%
MAINTENANCE CONTRACTS	73,209	60,398	75,950	73,717	3%	(2,233)	-2.94%
UTILITIES	56,694	92,983	92,983	90,371	3%	(2,613)	-2.81%
PENSION CONTRIBUTIONS	161,094	192,504	192,504	124,765	5%	(67,739)	-35.19%
Total Expense:	2,318,118	2,827,907	2,639,844	2,708,518	100%	68,674	2.60%
Net Surplus (Deficit)	(2,266,926)	(2,786,261)	(2,590,328)	(2,647,623)		(57,295)	

Table #8: PARKS FUNCTION BUDGET HIGHLIGHTS

Revenue

Revenue primarily reflects the sale of permits for the use of picnic shelters and dog licenses, which is included in Fees and Charges.

Salaries and Wages

The bulk of wages budgeted in the Parks Department are for full-time, part-time, and seasonal help primarily between April and November. Salaries and wages reflect a \$141,114 or 10% increase from Projected 2018. In addition to the staffing shift with Planning, Parks plans to hire one full time position, instead of multiple 30-39-hour positions. Historically 30-39-hour positions remain open throughout the year. The new approach results in cost savings in salaries, insurance & pension, and providing the Parks team with consistence staffing.

Contractual Services

Contractual services show a year-over-year increase. The bulk of activity requiring these services are landscape and turf maintenance which occur in the summer and represent 10% of the total expenditures indicated in the budget.

Utilities

The 2019 projected year end represent utility expenditures for the park system. The 2019 Budget includes both the park system and the completed maintenance facility resulting in a decrease of \$2,613 or 2.81%. This facility serves both the golf and parks operations.

RECREATION FUNCTION

The Recreation Function provides Park District of Highland Park residents with the opportunity to learn new skills, gather information, socialize, exercise, learn about and appreciate nature, and spend their available recreation time safely and wisely through quality programs, services, and special events at various Park District facilities.

The Recreation Function is responsible for customer relations, facility operations, and programs and services at West Ridge Center, Heller Nature Center, Recreation Center of Highland Park, Centennial Ice Arena, Deer Creek Racquet Club, Sunset Valley Golf Club, Park Avenue Boating facility, Rosewood Interpretive Center and Beach, Hidden Creek Aquapark, & Highland Park Golf Learning Center.

The District has cooperative relationships with a variety of organizations, including affiliations and sponsored groups. The Recreation Function works closely with these groups, fostering good communication to ensure quality programs and services for our residents.

Opportunities facing Recreation in 2019 are:

- Aquatics has been restructured, with an eye towards efficiencies and customer service. The Aquatics Manager will oversee Recreation Center of Highland Park's indoor pool, Hidden Creek Aqua Park and Rosewood Beach.
- After extensive renovations that were completed in 2018, Sunset Valley Golf Club will be open for its first full season in 2019.
- To be competitive in the job market, across the district wages for seasonal staff, such as camp counselor and life guards will be increasing.

The Recreation Function budgeted information is presented in three formats:

- By revenue and expenditure, to present the Recreation Fund in the same format as the District wide Comparison.
- By Center to present the net surplus or deficit of the center.
- By revenue and expenditure types.

Table #9

RECREATION FUNCTION

	2017 Final	2018 Budget	2018 Projected	2019 Budget		Increase / (Decrease)	% Change
Revenue							
PROGRAMS	2,934,838	3,034,812	2,774,134	2,848,850	18.40%	74,715	2.69%
CAMPS	1,441,043	1,549,078	1,560,541	1,707,082	11.02%	146,540	9.39%
LESSONS	323,871	346,685	362,827	383,751	2.48%	20,924	5.77%
SPECIAL EVENTS	93,190	108,288	101,895	114,739	0.74%	12,845	12.61%
TAX	4,862,579	5,490,000	5,307,502	5,200,000	33.58%	(107,502)	-2.03%
FEES & CHARGES	1,235,202	1,230,973	779,562	1,889,671	12.20%	1,110,109	142.40%
MEMBERSHIPS	1,824,847	1,717,654	1,609,100	1,712,753	11.06%	103,653	6.44%
RENTALS	1,367,378	1,203,618	1,248,151	1,380,774	8.92%	132,624	10.63%
MERCHANDISING	1,001,497	66,345	56,105	94,274	0.61%	38,169	68.03%
MISCELLANEOUS INCOME	221,523	93,700	97,282	104,820	0.68%	7,538	7.75%
OTHER INCOME	4,000	24,645	59,431	49,589	0.32%	(9,842)	-16.56%
Total Revenue:	15,309,968	14,865,797	13,956,529	15,486,303	100.00%	1,529,774	10.96%
Expense							
PROGRAMS	1,649,721	1,647,114	1,625,109	1,645,635	13.60%	20,526	1.26%
CAMPS	827,625	882,710	855,487	961,148	7.94%	105,662	12.35%
LESSONS	175,043	159,168	193,523	186,872	1.54%	(6,651)	-3.44%
SPECIAL EVENTS	170,392	214,265	216,238	218,757	1.81%	2,519	1.16%
SALARIES & WAGES	4,339,299	4,792,734	4,439,361	4,979,222	41.14%	539,861	12.16%
CONTRACTUAL SERVICES	2,695,864	1,071,187	1,064,849	1,028,639	8.50%	(36,210)	-3.40%
INSURANCE	786,909	884,773	783,092	1,078,221	8.91%	295,129	37.69%
MATERIALS & SUPPLIES	366,176	340,707	320,521	371,599	3.07%	51,078	15.94%
MAINTENANCE CONTRACTS	369,517	320,155	368,342	336,250	2.78%	(32,092)	-8.71%
UTILITIES	840,340	856,956	810,808	771,664	6.38%	(39,144)	-4.83%
PENSION CONTRIBUTIONS	498,941	534,234	511,365	421,338	3.48%	(90,026)	-17.61%
COST OF GOODS SOLD	339,341	26,546	24,410	39,588	0.33%	15,178	62.18%
CAPITAL OUTLAY	31,206	28,700	29,456	64,160	0.53%	34,704	117.82%
Total Expense:	13,090,374	11,759,249	11,242,559	12,103,093	100.00%	860,534	7.65%
	2,219,594	3,106,548	2,713,970	3,383,210	-	669,240	24.66%
Transfers							
TRANSFER IN	-	-	-	-		-	
TRANSFER OUT	(1,883,308)	(1,885,408)	(1,885,408)	(3,433,938)		1,548,530	
Net Surplus (Deficit)	336,287	1,221,140	828,562	(50,728)		2,409,064	

BUDGET HIGHLIGHTS- General highlights for the entire Function-**Table #9-** 2019 budget compared to 2018 projected year end**Property Tax**

Due to a reallocation of the tax levy between the General and Recreation Funds to support administration and overhead, Property Tax Revenue for the Recreation Function is budgeted to decrease by \$107,502 or 2% compared with 2018.

Fees & Charges, Rentals and Merchandising

Increased budgeted revenue in all three areas is the direct result of Sunset Valley Golf Club returning to full season operations. Fees & Charges presents a \$1,110,108 or 142% increase as compared to projected 2018.

Other Income

With the Parks Foundation active, accounting between the two organizations has changed. The Park District will be reimbursed for expenditures incurred on behalf of the Foundation. This reimbursement is accounted for in the Recreation Fund under Other Income, resulting in a 16% decrease or \$9,814.

Salaries and wages

Salary and wages represent 41.1% of the Recreation Function's budget. They are increasing by \$539,860 or 12% due to the standard merit pool increase and operating at full staff.

Contractual Services

Per the HPCC agreement starting in 2019, the District will no longer be responsible for banquet operations. Contractual services will be decreasing by \$36,209 or 3.4%.

Insurance

Throughout the District the movement of employees, creating open positions for periods of time results in a favorable 2018 projected year end. In 2019, the District is budgeted for a full staff for the full year, which represents a 38% increase over 2018 projected year end.

Materials & Supplies Cost of Goods Sold

Budgeted expenditures in both areas is increasing as Sunset Valley returns.

Pension Contributions

As mentioned above, overall the district has seen a 21% decrease in pension costs. The \$90,026 or 17.61% decrease within Recreation reflects that decrease as compared to projected 2018 year-end.

Table #10

RECREATION FUNCTION by CENTER

		2017	2018	2018	2019	2019 Budget	%
		Total Activity	Total Budget	Projected	Total Budget	vs 2018 Projected	Change
ADMINISTRATIVE	Revenue	4,898,699	5,529,000	5,347,068	5,240,000	(107,068)	-2.00%
	Expense	3,741,777	3,649,089	3,508,005	5,162,801	1,654,796	47.17%
	Suprlus (deficit):	1,156,922	1,879,911	1,839,063	77,199	(1,761,864)	-95.80%
	Net Revenue	24%	34%	34%	1%		
WEST RIDGE CENTER	Revenue	534,939	540,503	481,115	431,541	(49,574)	-10.30%
	Expense	771,435	849,990	805,224	826,729	21,504	2.67%
	Suprlus (deficit):	(236,496)	(309,487)	(324,109)	(395,188)	(71,078)	21.93%
	Net Revenue	-44%	-57%	-67%	-92%		
ATHLETICS	Revenue	964,109	995,801	951,069	958,379	7,310	0.77%
	Expense	886,460	951,805	903,580	922,942	19,362	2.14%
	Suprlus (deficit):	77,649	43,996	47,489	35,437	(12,052)	-25.38%
	Net Revenue	8%	4%	5%	4%		
CAMPS	Revenue	823,753	893,222	886,616	808,416	(78,200)	-8.82%
	Expense	605,891	650,063	626,123	587,252	(38,871)	-6.21%
	Suprlus (deficit):	217,862	243,159	260,493	221,164	(39,329)	-15.10%
	Net Revenue	26%	27%	29%	27%		
SPECIAL EVENTS	Revenue	50,636	69,033	50,323	60,305	9,982	19.84%
	Expense	189,216	218,607	208,126	210,304	2,178	1.05%
	Suprlus (deficit):	(138,580)	(149,574)	(157,803)	(149,999)	7,804	-4.95%
	Net Revenue	-274%	-217%	-314%	-249%		
HIDDEN CREEK AQUAPARK	Revenue	376,920	457,333	341,235	387,467	46,232	13.55%
	Expense	486,260	480,719	460,733	471,161	10,428	2.26%
	Suprlus (deficit):	(109,339)	(23,386)	(119,498)	(83,694)	35,804	-29.96%
	Net Revenue	-29%	-5%	-35%	-22%		
ROSEWOOD INTERPRETIVE CENTER	Revenue	112,803	111,566	95,150	121,238	26,088	27.42%
	Expense	102,446	107,343	93,026	99,583	6,558	7.05%
	Suprlus (deficit):	10,356	4,223	2,124	21,654	19,530	919.28%
	Net Revenue	9%	4%	2%	18%		
ROSEWOOD BEACH	Revenue	55,773	72,570	66,863	75,271	8,408	12.57%
	Expense	114,076	116,597	91,692	124,068	32,376	35.31%
	Suprlus (deficit):	(58,302)	(44,027)	(24,829)	(48,797)	(23,968)	96.53%
	Net Revenue	-105%	-61%	-37%	-65%		

Table #10

RECREATION FUNCTION by CENTER

		2017 Total Activity	2018 Total Budget	2018 Projected	2019 Total Budget	2019 Budget vs 2018 Projected	% Change
PARK AVENUE	Revenue	84,015	93,280	96,423	106,068	9,645	10.00%
	Expense	70,334	72,921	70,083	112,812	42,729	60.97%
	Suprlus (deficit):	13,681	20,359	26,340	(6,744)	(33,084)	-125.60%
	Net Revenue	16%	22%	27%	-6%		
ICE ARENA	Revenue	1,152,872	1,271,589	1,180,190	1,359,999	179,809	15.24%
	Expense	978,360	977,946	1,004,933	1,164,840	159,907	15.91%
	Suprlus (deficit):	174,512	293,643	175,258	195,160	19,902	11.36%
	Net Revenue	15%	23%	15%	14%		
MAINTENANCE	Revenue	175	-	-	-	-	
	Expense	508,906	615,251	638,136	806,561	168,424	26.39%
	Suprlus (deficit):	(508,731)	(615,251)	(638,136)	(806,561)	(168,424)	26.39%
	Net Revenue	-290704%	0%	0%	0%		
PRO SHOP	Revenue	35	565,017	279,336	1,518,909	1,239,573	443.76%
	Expense	31,845	364,521	356,912	562,922	206,010	57.72%
	Suprlus (deficit):	(31,810)	200,496	(77,576)	955,987	1,033,563	-1332.33%
	Net Revenue	-89655%	35%	-28%	63%		
RECREATION CENTER ADMIN	Revenue	166,799	190,645	166,944	201,753	34,809	20.85%
	Expense	1,068,295	1,145,869	1,029,131	1,243,783	214,652	20.86%
	Suprlus (deficit):	(901,495)	(955,224)	(862,188)	(1,042,030)	(179,842)	20.86%
	Net Revenue	-540%	-501%	-516%	-516%		
RECREATION CENTER FITNESS	Revenue	1,928,488	1,897,881	1,741,292	1,877,352	136,060	7.81%
	Expense	679,050	735,657	672,347	739,066	66,720	9.92%
	Suprlus (deficit):	1,249,438	1,162,224	1,068,945	1,138,286	69,340	6.49%
	Net Revenue	65%	61%	61%	61%		
RECREATION CENTER AQUATICS	Revenue	205,900	243,738	213,726	231,370	17,644	8.26%
	Expense	288,021	341,583	283,338	313,329	29,991	10.58%
	Suprlus (deficit):	(82,121)	(97,845)	(69,613)	(81,959)	(12,347)	17.74%
	Net Revenue	-40%	-40%	-33%	-35%		
INDOOR TENNIS	Revenue	1,247,551	1,248,037	1,283,028	1,314,679	31,651	2.47%
	Expense	994,042	1,001,713	1,010,736	1,055,275	44,539	4.41%
	Suprlus (deficit):	253,510	246,324	272,293	259,404	(12,889)	-4.73%
	Net Revenue	20%	20%	21%	20%		
OUTDOOR TENNIS	Revenue	217,443	188,852	202,847	215,880	13,033	6.43%
	Expense	174,846	147,686	171,138	166,067	(5,072)	-2.96%
	Suprlus (deficit):	42,597	41,166	31,708	49,813	18,105	57.10%
	Net Revenue	20%	22%	16%	23%		

Table #10

RECREATION FUNCTION by CENTER

		2017 Total Activity	2018 Total Budget	2018 Projected	2019 Total Budget	2019 Budget vs 2018 Projected	% Change
HELLER NATURE CENTER	Revenue	257,931	291,631	275,769	308,048	32,279	11.70%
	Expense	615,458	672,274	610,895	668,307	57,412	9.40%
	Suprlus (deficit):	(357,527)	(380,643)	(335,126)	(360,259)	(25,133)	7.50%
	Net Revenue	-139%	-131%	-122%	-117%		
HPCC COURSE & GROUNDS	Revenue	883,697	-	-	-	0	0.00%
	Expense	999,368	-	-	-	0	0.00%
	Suprlus (deficit):	(115,670)	-	-	-	0	0.00%
	Net Revenue	-13%	0%	0%	0%		
HPCC LEARNING CENTER	Revenue	178,788	206,100	215,981	248,750	32,769	15.17%
	Expense	110,122	266,740	240,262	278,349	38,087	15.85%
	Suprlus (deficit):	68,666	(60,640)	(24,281)	(29,599)	(5,318)	21.90%
	Net Revenue	38%	-29%	-11%	-12%		
HPCC BUILDING	Revenue	939	-	81,554	20,879	(60,675)	-74.40%
	Expense	560,644	278,283	343,546	20,879	(322,667)	-93.92%
	Suprlus (deficit):	(559,705)	(278,283)	(261,992)	-	261,992	-100.00%
	Net Revenue	-59610%	0%	-321%	0%		
HPCC BANQUETS	Revenue	1,063,289	-	-	-	0	0.00%
	Expense	933,942	-	-	-	0	0.00%
	Suprlus (deficit):	129,347	-	-	-	0	0.00%
	Net Revenue	12%	0%	0%	0%		
HPCC CAFE	Revenue	104,411	-	-	-	0	0.00%
	Expense	62,887	-	-	-	0	0.00%
	Suprlus (deficit):	41,524	-	-	-	0	0.00%
	Net Revenue	40%	0%	0%	0%		
Revenue Total		15,309,968	14,865,797	13,956,529	15,486,303	1,529,774	
Expenditure Total		14,973,681	13,644,657	13,127,967	15,537,031	2,409,064	
Surplus (Deficit)		336,287	1,221,140	828,562	(50,728)	(879,290)	

Table #11

RECREATION FUNCTION by TYPE

	2017	2018	2018	2019	2019 Budget vs	%
	Total Activity	Total Budget	Projected Year End	Total Budget	2018 Projected	Change
PROGRAMS						
Revenue	2,934,838	3,034,812	2,774,134	2,848,850	74,715	3%
Expense	1,649,721	1,647,114	1,625,109	1,645,635	20,526	1%
Surplus (Deficit):	1,285,118	1,387,698	1,149,025	1,203,214	54,189	5%
Net Revenue:	44%	46%	41%	42%		
CAMPS						
Revenue	1,441,043	1,549,078	1,560,541	1,707,082	146,540	9%
Expense	827,625	882,710	855,487	961,148	105,662	12%
Surplus (Deficit):	613,418	666,368	705,055	745,934	40,879	6%
Net Revenue:	43%	43%	45%	44%		
LESSONS						
Revenue	323,871	346,685	362,827	383,751	20,924	6%
Expense	175,043	159,168	193,523	186,872	(6,651)	-3%
Surplus (Deficit):	148,828	187,517	169,304	196,879	27,576	16%
Net Revenue:	46%	54%	47%	51%		
SPECIAL EVENTS						
Revenue	93,190	108,288	101,895	114,739	12,845	13%
Expense	170,392	214,265	216,238	218,757	2,519	1%
Surplus (Deficit):	(77,202)	(105,977)	(114,343)	(104,018)	10,326	-9%
Net Revenue:	-83%	-98%	-112%	-91%		
OTHER REVENUES						
TAX	4,862,579	5,490,000	5,307,502	5,200,000	(107,502)	-2%
FEES & CHARGES	1,235,202	1,230,973	779,562	1,889,671	1,110,109	142%
MEMBERSHIPS	1,824,847	1,717,654	1,609,100	1,712,753	103,653	6%
RENTALS	1,367,378	1,203,618	1,248,151	1,380,774	132,624	11%
MERCHANDISING	1,001,497	66,345	56,105	94,274	38,169	68%
MISCELLANEOUS INCOME	221,523	93,700	97,282	104,820	7,538	8%
OTHER INCOME	4,000	24,645	59,431	49,589	(9,842)	-17%
Other Revenue Total:	10,517,027	9,826,935	9,157,132	10,431,881	1,274,749	14%
OTHER EXPENSES						
SALARIES & WAGES	4,339,299	4,792,734	4,439,361	4,979,222	539,861	12%
CONTRACTUAL SERVICES	2,695,864	1,071,187	1,064,849	1,028,639	(36,210)	-3%
INSURANCE	786,909	884,773	783,092	1,078,221	295,129	38%
MATERIALS & SUPPLIES	366,176	340,707	320,521	371,599	51,078	16%
MAINTENANCE & LANDSCAPING CONTR.	369,517	320,155	368,342	336,250	(32,092)	-9%
UTILITIES	840,340	856,956	810,808	771,664	(39,144)	-5%
PENSION CONTRIBUTIONS	498,941	534,234	511,365	421,338	(90,026)	-18%
COST OF GOODS SOLD	339,341	26,546	24,410	39,588	15,178	62%
CAPITAL OUTLAY	31,206	28,700	29,456	64,160	34,704	118%
Other Expense Total:	10,267,594	8,855,993	8,352,203	9,090,681	738,478	9%
Surplus (Deficit):	249,433	970,942	804,929	1,341,200	536,271	
Net Revenue:	2%	10%	9%	13%		
Revenue Total	15,309,968	14,865,797	13,956,529	15,486,303		
Expenditure Total	13,090,374	11,759,249	11,242,559	12,103,093		
Surplus (Deficit)	2,219,594	3,106,548	2,713,970	3,383,210		

Table #10 and Table #11- 2019 budget compared to 2018 projected year end

West Ridge Center

West Ridge Center (WR) was built in the early 1930s and was acquired from the school district in 1979. In addition to programming, the facility houses the District administration offices and is home to Jammin' Jungle indoor tots play area and Safety Town. Due to the large administration presence, the budget for WR is always a deficit.

West Ridge Center generates revenues from child enrichment programs, room rentals, various adult and youth programs such as art and dance. Goals for 2018 include implementing the Strategic Plan's Objective and Managing the Program Portfolio by evaluating program life cycle and re-designing or eliminating declining programs to create operational efficiencies. During 2018, five individual programs were eliminated due to lack of registration for more than one season. Goals for 2019 include recapturing Kindergarten audience and increasing 1st-5th grade participation by creating new K-5th grade after school programming. WR reflects a deficit budget of \$395,187 while Projected 2018 is \$324,109 an increase of \$71,000.

Athletics

Athletics manages a variety of sports programs and camps. Revenue is generated from program fees, field and gym rentals. Overall, the 2019 budget for athletics reflects a surplus of \$35,438 a 25% decrease compared to Projected 2018 of \$47,489. During 2018 two organizations did not renew their field rental agreements. As a result, Projected 2018 Rental Revenue is 39% unfavorable to budget and 2019 Rental Revenue is 28% unfavorable to Projected 2018.

2019 goals include the development and implementation of a Field Rental Strategic Plan and increasing adult programming. Working from the success of the adult Volleyball League, plans are in place to expand to Spike Ball and 3v3 Basketball.

Camps- WR

The Park District offers 21 different camps; 7 camps fall under the West Ridge Camp Center and are managed by the West Ridge recreation staff. A variety of camps from a traditional summer experience to theme specific are offered to children from preschool through middle school. Door-to-door bus service is available for Highland Park residents. Camp sites are located throughout the community, at park district and school facilities. Before and after care is offered to support programming.

The Park District's 2018 goal of redesigning camp curriculum and investing in experiences that drive customer satisfaction was successful. Specifically, Crew Camp's Projected 2018 net surplus was 70% favorable to 2018 Budget. Goals for 2019 include capitalizing on demand for Crew Camp by expanding offerings to 8th graders and working with Registration to create a simplified fee structure and loyalty program. Beginning in 2019, responsibility and accounting for Circus Camp has been transferred to Centennial Ice and Gymnastics. A \$36,000 surplus is now accounted for under Centennial. Camps WR continues to be a surplus generating Center, 2019 budgeted net revenue is \$221,164 slightly lower than 2018 Projected of \$230,000 but is well above the prior 3-year range of \$157,000- \$164,000. 2019 camp registration will begin December 2018.

Note this budget does not include facility specific camps such as athletics, golf, tennis, circus, or nature camps, which are accounted for within the specific operational Center.

Special Events

The District has several special events, offered to the public for free or at a minimum charge. The Park District's goal is to spend approximately \$5 per park district resident on community events each year. Special events are primarily managed by West Ridge staff and are accounted for in the Special Events Center. 2019 includes collaborating with all Centers to eliminate internal competition and increase opportunities for cross promotion. The 2019 Budget totals a \$149,999 deficit, 2018 Projected is \$157,000 deficit.

It is very difficult to track the number of people that attend District special events due to the size and the scope of the activities. It is estimated that thousands are served by these events and they are embraced by the community.

Hidden Creek AquaPark

Hidden Creek AquaPark is the District's only outdoor water park. The facility boasts two water slides, zero depth entry, water playground, six lap lanes, a splash pad, and concessions. As is the case with most outdoor pools, the success or failure of the facility is weather dependent. To create efficiencies, Hidden Creek's management and operational teams also operate Recreation Center of Highland Park's indoor pool and Rosewood Beach's swimming area.

The 2019 Budget estimates a deficit of \$83,694 as compared to a projected deficit of \$119,487 in 2018. Staffing for both management and safety is the largest expenditure, 50% of overall expenditures are allocated to salaries and wages. The increase in the minimum wage and competition in the area for reliable summer staffing has resulted in a higher base wage. The Center's 2019 goals of developing and promoting specialty parties and increasing daily attendance supports budgeted revenue.

Rosewood Interpretive Center and Beach

The Rosewood Interpretive Center (RIC) and beach provides unique experiences on the lakefront through programs, events, rentals, and open swim.

Of the total budgeted revenue at the Interpretive Center, revenue from camps is 40%, programs 38% and rentals 22% of the total \$121,238. Rental activity continues to grow as the word spreads about the extraordinary location. Goals for RIC include retooling the scout and custom programs to create new program offerings in 2019. Projected 2018 net revenue is \$2,124, 2019 budget net revenue is increasing to \$21,654.

A portion of the beach focuses on the natural beauty of the lakefront with passive and non-intrusive activities. Another portion of the beach serves as the only guarded swimming beach for the District. The beach generates its revenues primarily from nonresident parking fees & admission and open swim opportunities through camps. Similar to Hidden Creek AquaPark, salaries and wages represent 61% of overall expenditures of \$124,068. This is the direct result of the increase in minimum wage and the need to provide the community with well-trained life guards. Rosewood Beach operations reflect a budgeted deficit of \$48,796, higher than Projected 2018 of \$24,829.

Park Avenue Boating Facility

Park Avenue Boating Facility features a concrete ramp and sand launching ramp, two parking lots, and two boat storage areas. It is also home to the North Shore Yacht Club. The Park Avenue Clubhouse is available to the public for private rentals.

The 2019 budget reflects Park Avenue open for sailing and boating with a deficit budget of \$6,744, while 2018 projected net revenue is \$26,340. Beginning 2019, to better match revenue and expenditures, yearly dredging of \$35,000 to \$40,000 will be accounted for in operations and not Capital. Given the nearly 100% occupancy rate for boat storage during 2018, a higher premium for boat storage will be charged in 2019 helping to offset the dredging expenditure.

Centennial Ice Arena

Centennial Ice Arena was built in 1973 and houses indoor ice for hockey, figure skating, and public skate as well as the District's gymnastics program. Programs include a United States Figure Skating Association Basic Skills skating school and skill level gymnastics programs as well as the annual ice show event. Centennial is also home to the Highland Park Giants Hockey Club and Falcons Hockey Association.

Centennial Ice Arena reflects a surplus of \$195,160 for 2019, 11% higher than Projected 2018 \$175,258. Rental income is derived from affiliated organizations and the public. Due to increase competition in the area, Centennial has been negatively impacted with the loss of one organization and another splitting ice time between facilities. Because Rental income makes up 42% of revenue or \$ 577,676, one of 2019's goals is to recapture rentals with new outreach and creative space rental. Overall revenue for Daily Fees is increasing by 48% compared to Projected 2018. Figure skaters affiliated with an ice club will purchase ice time directly through the District and fees will be accounted for as Daily Fees. Previously ice time was purchased by the club and recorded under Rentals.

Centennial Ice Arena is also home to the District's gymnastics program which has a strong local following. During 2018 staff redesigned the programming aligning with USA gymnastics, and developed a competitive gymnastic team, providing a higher-level gymnastics experience. With the introduction of full day Kindergarten, enrollment for after school programs has decreased, while Saturday programs have wait lists. During 2019, programming will shift to capture the weekend registration. With programming adjustments 2019 budgeted net surplus will increase by 36% from Projected 2018 of \$85,190 to 2019 Budget of \$116,294.

Sunset Valley Golf Club

Sunset Valley Golf Club has been a premier North Shore golf course since 1920. After an extensive \$7 million renovation to the 18-hole course and clubhouse, the new Sunset Valley Golf Club opened in August 2018. The new course reflects a unique British Heathland design which harken back to the character and aesthetic appeal of the course's original 1920's era golf course architecture. It is a distinctive course accommodating every level of golfer with unique features while addressing and correcting the necessary infrastructure improvements identified in GreenPrint 2024. This 18-hole, par 72 course hosts the annual North Shore Amateur Tournament and golf outings. Sunset Valley Golf Club receives revenue from green fees, permanent tee times and rentals. Golf course maintenance is included in the course's budget.

With the outstanding response from the golfing public, 2019 goals include reaching 30,000 rounds for the year. Capitalizing on opportunities such as target marketing, creating a customer loyalty program and promotion of the new course should support the 30,000-round goal. Budgeted net revenue for 2019 totals \$146,826.

Recreation Center of Highland Park

The Recreation Center of Highland Park was built in 2005 and operations include administrative, fitness, and aquatics. Members and guests benefit from a full range of fitness equipment, personal training, group exercise classes, a swimming pool, a walking track and basketball courts.

While personal training and group exercise continues to have a strong following, aquatics has seen a decline in participation. This is due to staffing challenges and the introduction of full-day Kindergarten. Management has taken this opportunity to reorganize, creating a dedicated Aquatics Manager position. This position will oversee RCHP indoor pool, Hidden Creek AquaPark and Rosewood Beach swimming area, creating efficiencies between operations and programming.

Goals for 2019 include; rejuvenate the Learn-to-Swim program by introducing Mermaid Swim Lessons with updated curriculum. Research, evaluate and educate staff for faster implementation of fitness trends for continued growth in the fitness industry.

With the introduction of HPCC Agreement #4- expenditures identified as 'common' will be split 80/20. These additional expenditures are reflected in the budget. With numerous changes and opportunities on the rise, the 2019 net revenue is \$14,296 compared to Projected 2018 of \$137,145.

Deer Creek Racquet Club

Deer Creek Racquet Club was built in 1976 and boasts six indoor tennis, and three racquetball courts. Leagues, lessons, camps, and events are offered for all ages and skill levels.

In 2018, the facility moved to full year operation. Positively received, 2018 projected net revenue is greater than budget by 10%. For 2019, Deer Creek continues to operate at a profit with revenues budgeted to exceed expenditures by \$256,544. As the facility least impacted by the shift to full day Kindergarten, and with year-round customer focused programming, tennis programs represent 58% of budgeted revenue. Deer Creek has continued to be a revenue generating facility for the district. Outdoor tennis continues to be very popular in the community. Lesson and programs represent 30% of total revenue, while camp represents 68%. Annually net revenue from Outdoor Tennis is between \$42,000 - \$49,000.

Heller Nature Center

Heller Nature Center was built in 1980 and is surrounded by a 97-acre nature preserve. Built as an environmental learning facility, Heller hosts an indoor nature exhibit, environmental programs, events, campfires, Wander Woods, and a working bee colony. Like West Ridge Center, Heller Nature Center is a facility that generates revenue primarily from program and specialty camps, with some additional revenue earned from rentals and the sale of merchandise (Heller Honey). Heller Nature Center is also feeling the impact of full day Kindergarten and will be included in the District Wide Child Enrichment initiatives. This budget reflects a deficit of \$362,339, while Project 2018 deficit is \$335,126. Goals for the Center include reduction of overall deficit, ADA improvements to the Teams Course, increasing participation and development of new programming.

Golf Learning Center

The HPCC golf course operations closed in 2018. Per lease Agreement #3 with the City of Highland Park, the District will continue to operate the Golf Learning Center, while the banquet facility will become the responsibility of the City of Highland Park. A seasonal weather dependent operation, the Golf Learning Center 2018 budget reflected a \$60,000 deficit. Due to careful planning and staffing the projected year

end is \$24,000 deficit. Budgeting for 2019 has been conservative and reflects a \$30,000 deficit. Goals for 2019 include the expansion of golf camp, offering a PGA half day program.

Programs and Facilities-Table #11

The Revenue Policy states that recreational programming is to achieve 30% net revenue (revenue less direct program expenditures). Direct wages, operational expenditures, IMRF, FICA and health insurance are charged to the program. Not all programs or special events meet the 30% goal; however, these programs support the mission of the District and are important for that reason.

Overall, within the 2019 Budget the program net is 42%, camp is 44% and lessons is 51%. Since staff has been following the Revenue Policy, the percentage of net revenue has been steadily increasing. Providing increased support for overhead not accounted for at the Cost Center level.

SUMMARY

Per Park District Code, each district shall within or before the quarter of each fiscal year, adopt a combined annual budget and appropriation ordinance. Following the timeline for 2019's budget, adoption of the budget will occur at December 2108 board meeting, well within the established deadline.

With new opportunities in an ever-changing community landscape, Park District of Highland Park strives provide relevant programs, facilities and parks. 2019 Budget is a mix of back to basic programming, and future planning.

Preparation of the 2019 Budget was made possible by the dedicated Park District of Highland Park staff and coordinated by the Finance staff. Many thanks to the Board of Commissioners for their dedication, support and service to the District.

Park District of Highland Park		
Capital Projects		
Fiscal Years Ending December 31, 2019		Appendix A
Description	2019	Total
District Wide/Annual		
ADA Transition Plan	50,000	50,000
Emerald Ash Borer Removal/General Tree Removal	75,000	75,000
District Wide Park Sign Replacement	40,000	40,000
Storm Water Management Improvements	100,000	100,000
District Wide Bridge Inspection	10,000	10,000
Total District Wide	275,000	275,000
Technology		
PCI Compliance Penetration & Audit Testing	11,000	11,000
Total Technology	11,000	11,000
Parks-Equipment		
Medium Duty Truck-Refuse-855	40,000	40,000
Cargo Van-104	32,000	32,000
John Deere Backhoe-857	100,000	100,000
Light Duty Truck w/lift-840	24,000	24,000
Zero Turn Mower392	15,000	15,000
Zero Turn Mower 393	15,000	15,000
Zero Turn Mower 394	15,000	15,000
Zero Turn Mower (propane) 395	15,000	15,000
Zero Turn Mower (propane) 396	15,000	15,000
Kubota F2680E Mower 397	15,000	15,000
Total Parks Equipment	286,000	286,000
D. Cuniff Park		
Basketball Ball Grind/Overlay/Color/Stripe	23,000	23,000
Tennis Court Rebuild (Study and Design) - Stormwater Management	39,400	39,400
Tennis Court Rebuild (Construction) - Stormwater Management	550,000	550,000
Total D. Cuniff Park	612,400	612,400

Park District of Highland Park		
Capital Projects		
Fiscal Years Ending December 31, 2019	Appendix A	
L. Fink Park		
Basketball Court Grind/Overlay/Color/Stripe	23,000	23,000
Asphalt Allowance - Entrance Drive Section 1	40,000	40,000
Total L. Fink Park	63,000	63,000
Lincoln Park		
Basketball Court Patch/Color/Stripe	5,000	5,000
Total Lincoln Park	5,000	5,000
Moraine Park		
Repair Retaining Walls/Beach Walk (Construction)	390,000	390,000
Feailbility Study	17,000	17,000
Replace Wooden Stairs	100,000	100,000
Total Moraine Park	507,000	507,000
Mooney Park		
Basketball Court Grind/Overlay/Color/Stripe	23,000	23,000
Total Mooney Park	23,000	23,000
Rosewood Beach		
Beach Monitoring/Replenishment	83,050	83,050
Total Rosewood Beach	83,050	83,050
Rosewood Park		
Bluff Staircase Rebuild	200,000	200,000
Ravine Path Drainage Improvments	250,000	250,000
Total Rosewood Park	450,000	450,000
Skokie River Woods		
North-South Trail Development	262,000	262,000
Total Skokie River Woods	262,000	262,000
West Ridge Park		
Basketball Court Patch/Color/Stripe	5,000	5,000
Total West Ridge Park	5,000	5,000
Woodridge Park		
Tennis Court Patch/Color/Stripe	25,000	25,000
Total Woodridge Park	25,000	25,000
Total Parks	2,321,450	2,321,450
Totals-District Wide, Technology and Parks	2,607,450	2,607,450

Park District of Highland Park		
Capital Projects		
Fiscal Years Ending December 31, 2019	Appendix A	
FACILITIES		
Deer Creek Racquet Club		
Painting of Ceiling in Courts	20,000	20,000
Total Deer Creek Racquet Club	20,000	20,000
Heller Nature Center		
Lobby Exhibit Repairs and Improvements	65,000	65,000
Compound Fence/Gate Replacement	13,000	13,000
John Deere Tractor/Loader/Mower	23,000	23,000
Total Heller Nature Center	101,000	101,000
Hidden Creek		
Filter Sand Replacement	425,000	425,000
Body Slide Pump Rebuild	11,500	11,500
Speed Slide Pump	11,500	11,500
Bath House Roof Replacement	40,000	40,000
Filter House Roof Replacement	25,000	25,000
Feature Pump	11,500	11,500
Total Hidden Creek	524,500	524,500
Highland Park Country Club		
Share Expenditure Roof Replacement	50,000	50,000
Asphalt Allowance - Path Repair and Removal	160,000	160,000
Total Highland Park Country Club	210,000	210,000
Park Avenue Beach		
Barge Engineering Services	80,000	80,000
Barge Repair	1,420,000	1,420,000
Garage Storage	20,000	20,000
Total Park Avenue Beach	1,520,000	1,520,000
Park Operations Center		
Waste and Recycling Containers	25,000	25,000
Total Park Operation Center	25,000	25,000
RCHP		
Equipment Upgrade/Replacement	60,000	60,000
HVAC replacement	90,000	90,000
Basketball Goal Replacements	48,000	48,000
ADA Automatic Openers	16,800	16,800
Locker Room Renovations Planning	10,000	10,000
Total RCHP	224,800	224,800

Park District of Highland Park		
Capital Projects		
Fiscal Years Ending December 31, 2019	Appendix A	
SVGC		
Walk Green Mowers-lease	18,737	18,737
Golf Cart-lease	72,085	72,085
Fairway Machine 2	52,000	52,000
Erosion Control	75,000	75,000
Fescue Mower	42,000	42,000
Heavy Duty Workman 1	28,500	28,500
Total SVGC	288,322	288,322
West Ridge Center		
Facility Maintenance Fund	75,000	75,000
HVAC/Furance Replacements	32,175	32,175
Security Enhancements - Entrance Security	70,000	70,000
Facility Improvements Master Planning	50,000	50,000
Total West Ridge Center	227,175	227,175
Total Facilities	3,140,797	3,140,797
Grand Totals	5,748,247	5,748,247

Park District of Highland Park							
FIVE YEAR CAPITAL REPLACEMENT							
Fiscal Years Ending December 31, 2019-2024							
						Appendix B	
Description	2019	2020	2021	2022	2023	2024	Total
Total District Wide	275,000	433,500	470,000	1,445,000	455,000	460,000	3,538,500
Total Technology	11,000	11,000	31,000	31,000	11,000	11,000	106,000
Total Parks Equipment	286,000	235,000	24,000	235,000	224,000	131,500	1,135,500
Total Brown Park	0	0	0	0	0	25,000	25,000
Total Cloverdale Park	0	0	0	0	0	405,000	405,000
Total D. Cuniiff Park	612,400	15,000	60,000	0	0	70,000	757,400
Total Kennedy Park	0	0	0	0	0	5,000	5,000
Total L. Fink Park	63,000	0	0	0	0	925,000	948,000
Total Lincoln Park	5,000	0	0	200,000	0	0	205,000
Total Moraine Park	507,000	0	375,000	0	0	0	882,000
Total Mooney Park	23,000	0	0	0	0	0	23,000
Total Moroney Park	0	0	250,000	0	0	0	250,000
Total Old Elm Park	0	0	0	0	400,000	30,000	430,000
Total Port Clinton Park	0	0	350,000	0	0	0	350,000
Total R. Deutsch Park	0	300,000	0	0	0	0	300,000
Total Rosewood Beach	83,050	50,000	0	0	200,000	0	333,050
Total Rosewood Park	450,000	0	0	0	300,000	0	750,000
Total Skokie River Woods	262,000	0	0	0	0	0	262,000
Total Sunset Woods Park	0	954,000	0	80,000	0	0	1,034,000
Total West Ridge Park	5,000	0	0	0	0	0	5,000
Total Woodridge Park	25,000	0	0	0	0	30,000	55,000
Total Parks	2,321,450	1,554,000	1,059,000	515,000	1,124,000	1,621,500	8,154,950
Totals-District Wide, Technology and Parks	2,607,450	1,998,500	1,560,000	1,991,000	1,590,000	2,092,500	11,799,450
FACILITIES							
Total Centennial	0	1,805,500	0	0	400,000	0	2,205,500
Total Deer Creek Racquet Club	20,000	540,000	360,000	0	0	24,000	944,000
Total Golf Learning Center	0	0	129,000	0	0	0	129,000
Total Heller Nature Center	101,000	0	34,000	0	0	0	135,000
Total Hidden Creek	524,500	82,000	292,500	53,000	6,000	0	958,000
Total Highland Park Country Club	210,000	0	0	375,000	0	0	585,000
Total Park Avenue Beach	1,520,000	0	0	0	0	0	1,520,000
Total Park Operation Center	25,000	55,000	25,000	25,000	25,000	25,000	180,000
Total RCHP	224,800	317,000	130,000	65,000	68,000	325,000	1,129,800
Total Rosewood Interpretive Center	0	0	0	50,000	0	0	50,000
Total SVGC	288,322	188,322	123,015	187,085	115,000	157,500	1,059,244
Total West Ridge Center	227,175	285,000	660,000	335,000	285,000	25,000	1,817,175
Total Facilities	3,140,797	3,272,822	1,753,515	1,090,085	524,000	556,500	10,712,719
5 Year Captial Grand Totals	5,748,247	5,271,322	3,313,515	3,081,085	2,114,000	2,649,000	22,512,169

Green Print-Project Capital Review		Appendix C	
Project			
Sunset Valley Golf Course - Clubhouse Improvements			
Carryover expenditure from 2018	Q1	2019	\$500,000
HPCC-Property Conversion			
			\$1,940,000
Purchase HPCC Property Lot 1 and Lot 2		2018	\$500,000
Project start, planning, and programming		2018	\$170,000
Pre-construction maintenance		2018	\$50,000
Construction	Q1-Q4	2019	\$920,000
Maintenance (year 2)		2020	\$100,000
Maintenance (year 3)		2021	\$100,000
Maintenance (year 4)		2022	\$100,000
Centennial Ice Arena - Lobby and Gymnastics Space Improvements			
			\$3,172,000
Project start, planning, and programming	Q2	2019	\$25,000
Design development, budget, permits, and entitlements	Q3	2019	\$37,500
Construction documents, bidding, and negotiation	Q4	2019	\$37,500
Construction	Q1	2020	\$3,027,000
GreenPrint Project Total :			\$1,520,000

**PARK DISTRICT OF HIGHLAND PARK
PAY RANGES BY GRADE LEVEL**

APPENDIX D

JUNE 2018 REVISED

Specialists and Support Staff			
1	\$37,500		\$52,500
2	\$39,375		\$55,125
3	\$41,344		\$57,881
4	\$43,411		\$60,775
5	\$45,581		\$63,814
Supervisors and Advanced Technical Staff			
6	\$51,000		\$71,400
7	\$56,100		\$78,540
8	\$61,710		\$86,394
Managers			
9	\$72,500		\$101,500
10	\$79,750		\$111,650
Senior Management			
11	\$110,000		\$154,000
12	\$121,000		\$169,400
Executive Director			
13	\$150,000		\$210,000

PART TIME GRADE SCALE	Salary Range	
	Minimum	Maximum
GRADE 1	\$9.00	\$12.60
GRADE 2	\$10.00	\$14.00
GRADE 3	\$11.00	\$15.40
GRADE 4	\$13.00	\$18.20
GRADE 5	\$15.00	\$25.20
GRADE 6	\$18.00	\$30.60
LABOR AND MAINTENANCE	\$9.00	\$18.20
SPECIALIZED INSTRUCTION	\$15.00	\$60.00
PRIVATE INSTRUCTION	\$14.00	\$70.00

EMPLOYEE STATISTICS

The Park District of Highland Park has several employee classifications. Distinctions relate to the number of hours an employee is scheduled to work and whether an employee is full-time, part-time, or seasonal.

1. Full-Time Employees 40 or more hours per week receive vacation, holiday, health insurance benefits and other paid time off. These employees also, contribute to and eventually may be eligible for retirement benefits from IMRF (Illinois Municipal Retirement Fund).
2. Full-Time Employees 30 to 39 hours are eligible to participate in health insurance and IMRF.
3. Part-Time Employees working up 20 hours a week, or 1,000 hours per year may be eligible for IMRF.
4. Short-term or Seasonal Employees are hired for a specific period of time, generally less than six months, regardless of expected hours per week. Included in this group are camp counselors and park staff.

The table below illustrates the allocation of full-time and part-time IMRF positions by Function for the two previous, current and upcoming budget years. Information is presented based on the employee home department.

IMRF STAFF ALLOCATION				
	Administration	Parks	Recreation	Total
2016 Budget				
FT-IMRF	20	21	34	75
PT IMRF	2	6	41	49
Total 2016	22	27	75	124
2017 Budget				
FT-IMRF	18	22	41	81
PT IMRF	2	7	32	41
Total 2017	20	29	73	122
2018 Budget				
FT-IMRF	23	29	36	88
PT IMRF	3	3	34	40
Total 2018	26	32	70	128
2019 Budget				
FT-IMRF	22	28	55	105
PT IMRF	1	0	19	20
Total 2019	23	28	74	125

2019 Fee and Charges by Center

Appendix F

	<u>Potential Minimum Fee</u>	<u>Potential Maximum Fee</u>		<u>Potential Minimum Fee</u>	<u>Potential Maximum Fee</u>
<u>Parks</u>					
Fee & Charges	\$45.00	\$150.00			
<u>West Ridge Center</u>					
Programs	\$8.00	\$985.71			
Rentals	\$64.00	\$75.00			
<u>Athletics</u>					
Programs	\$25.00	\$1,375.00			
Camps	\$1,082.00	\$3,009.00			
Rentals	\$63.00	\$92.00			
<u>Camps</u>					
Camps	\$409.00	\$2,841.00			
<u>Special Events</u>					
Programs	\$18.00	\$52.00			
Special Events	\$0.00	\$145.00			
<u>Hidden Creek</u>					
Fee & Charges	\$4.00	\$126.00			
Memberships	\$99.00	\$415.00			
Rentals	\$75.00	\$200.00			
Merchandising	\$4.00	\$6.00			
<u>Rosewood IC</u>					
Programs	\$5.50	\$253.00			
Camps	\$2,419.00	\$3,527.00			
Rentals	\$220.00	\$800.00			
<u>Rosewood Beach</u>					
Fee & Charges	\$6.00	\$275.00			
<u>Park Avenue Boating</u>					
Fee & Charges	\$45.00	\$1,570.00			
Rentals	\$250.00	\$550.00			
<u>Centennial Ice</u>					
Programs	\$45.00	\$189.00			
Camps	\$1,890.00	\$3,612.00			
Lessons	\$60.00	\$70.00			
Fee & Charges	\$6.00	\$17.00			
Rentals	\$3.00	\$345.00			
<u>SVGC - Pro Shop</u>					
Special Events	\$0.00	\$2,500.00			
Fee & Charges	\$21.00	\$600.00			
Rentals	\$5.00	\$21,562.00			
			<u>RCHP-Admin</u>		
			Programs	\$0.00	\$20.00
			Fee & Charges	\$5.00	\$50.00
			Rentals	\$82.00	\$2,000.00
			<u>RCHP-Fitness</u>		
			Programs	\$30.00	\$12,900.00
			Fee & Charges	\$12.00	\$120.00
			Membership	\$195.00	\$1,404.00
			<u>RCHP-Aquatics</u>		
			Camps	\$381.00	\$518.00
			Lessons	\$10.50	\$1,000.00
			Fee & Charges	\$6.00	\$70.00
			Membership	\$360.00	\$720.00
			Rentals	\$250.00	\$1,500.00
			<u>Indoor Tennis</u>		
			Programs	\$11.00	\$37.00
			Camps	\$12.00	\$75.00
			Lessons	\$75.00	\$85.00
			Fee & Charges	\$6.00	\$500.00
			Membership	\$77.00	\$445.00
			Rentals	\$5.00	\$100.00
			Merchandising	\$2.50	\$180.00
			<u>Outdoor Tennis</u>		
			Programs	\$15.00	\$259.00
			Camps	\$425.00	\$2,998.00
			Lessons	\$75.00	\$85.00
			Fee & Charges	\$0.00	\$750.00
			Rentals	\$100.00	\$250.00
			<u>Heller Nature Center</u>		
			Programs	\$10.00	\$345.00
			Camps	\$530.00	\$4,336.30
			Special Events	\$7.00	\$12.00
			Rentals	\$9.00	\$450.00
			<u>Learning Center</u>		
			Camps	\$350.00	\$270.00
			Lessons	\$55.00	\$120.00
			Fee & Charges	\$5.00	\$150.00
			Rentals	\$60.00	\$750.00

Appendix G

GLOSSARY

Annual Budget: -A plan proposed by the Park District Board of Commissioners for raising and expending monies for the recreation interests of residents.

Appropriations: -Amounts expended for the administration, maintenance and management of properties and programs for the Park District of Highland Park.

B & A: -Budget and Appropriations Ordinance considered by the Board of Commissioners.

Board of Commissioners: -Independent board of five, elected at-large by residents of the Park District of Highland Park.

CAFR: -Comprehensive Annual Financial Report

CRP: -CRP is the acronym for the Park District of Highland Park's district-wide Capital Improvement Plan.

CPRP: -Certified Park and Recreation Professional, a designation for professionals with a bachelor's or higher degree that meets certain years of experience and successfully pass an NRPA examination.

Deferred Projects: -Capital projects that were appropriated and considered important enough for continued work in the next fiscal year.

EAV: -Equalized Assessed Valuation, property value on which real estate taxes are levied.

Fund: -Fiscal and accounting tool with a self-balancing set of accounts to record revenue and expenditures.

GFOA: -Government Finance Officers Association, a group that promotes the professional management of governments for the public benefit.

IAPD: -Illinois Association of Park Districts, a statewide organization of park districts that promotes quality of life through education, research, and advocacy.

IMRF: -Illinois Municipal Retirement Fund, a state-established retirement fund for municipal workers. (Employees and the District pay into this defined benefit plan.)

IPRA: -Illinois Parks and Recreation Association a statewide organization of park and recreation professional advocating the benefits of parks, recreation, and conservation.

Major/Non-Major Funds: -A fund is considered major if it is the primary operating fund of the District or its assets, liabilities, revenues, or expenses are at least 10% of the corresponding total for all funds.

Modified Accrual Accounting: -An accounting method commonly used by government agencies. Revenues are recognized when they become available and measurable; expenditures generally are recognized when liabilities are incurred.

NRPA: -National Parks and Recreation Association, an organization of citizen boards and professionals interested in parks and recreation operations in the United States.

NSSRA: -Northern Suburban Special Recreation Association, an association of 12 park districts and villages that pool resources to serve adults and children with disabilities.

PDRMA: -Park District Risk Management Association, an association of more than 150 park and conservation districts that pool resources to maximize safe park conditions while managing the risk of recreation activities.

Tax Levy: -The amount the Park District requests from property owners, commercial and residential, to fund recreation activities of the communities.

Tax Rates: -The rate derived from dividing the tax levy by the EAV (The tax rate, combined for all funds, is multiplied by the equalized assessed valuation of each real estate parcel to arrive at the taxes owed by each parcel owner. Amounts are billed semiannually, usually in May and August.)



Memorandum

To: Board of Park Commissioners
From: Liza McElroy, Executive Director
Date: November 5, 2018
Subject: **HIGHLAND PARK COUNTRY CLUB AGREEMENTS**

President Kaplan will provide an update on the Highland Park Country Club agreements.

**LOT 3 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~~intergovernmental Lot 3 Lease Agreement (~~the~~this "Lease") is entered into as of ~~_____~~, ~~2018~~the Effective Date (hereinafter defined) 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 Park 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~~Lease 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, driving range and miniature golf facilities and, possibly, that portion of Lot 1 of the Property ~~on~~, north of Lot 3, which ~~golf~~was previously

~~occupied by~~ holes 13 and 14 of the golf course known as the Highland Park Country Club ~~are located~~(the “Lot 1 Property”), are referred to collectively as the “*Enterprises*”); and

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 Park 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 Park District and HP Indoor Facility, LLC (“Dome Agreement”); and

WHEREAS, in connection with that certain Intergovernmental Agreement for Transfer of Property dated as of _____, 2018 by and between the City and the Park District (the “Transfer Agreement”), each of the Parties has determined that it is appropriate and in its best interest that the Park 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.
 - a. The City leases to the Park District and the Park District leases from the City, for the ~~term~~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 any references in~~ this Lease ~~to the word~~term "*Enterprise Property*" shall ~~mean~~be deemed to refer to the Enterprise Property, together with all improvements and other assets, real and personal, located thereon.
 - c. ~~The~~This Lease shall be subject to the Dome Agreement. The City hereby assigns to the Park 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 Park 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 the later of (i) Closing Date (as defined in the Transfer Agreement), or (ii) January 1, 2019 (the "*Effective Date*") and ending December 31, 2118 (the "*Term*").
3. Annual Rent. The Park 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 the Park District has received from its independent auditor its certified report of the Park District's financial statements, including a separate statement of the Net Revenue of the Enterprises for the Park District's prior fiscal year. ~~Provided:~~ provided, however, that in recognition and consideration of the benefit derived by the City and the public from the Park District's planning, establishing, managing, operating and maintaining the Enterprise Property and the Enterprises, in the event there is no Net Revenue in a given year, the inability of the Park 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 the Park District of its obligation to pay rent under this ~~Agreement.~~ ~~There~~ Lease and, accordingly, there shall be no minimum rent required for any part of the ~~term~~ 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 Park 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 Park District programs. All money received directly by non-Park District independent contractors, vendors or other third parties performing Park District permitted activities directly to others shall not be considered Revenue. ~~Any:~~ provided, however, that any fees, rents, commission

or other monies paid by such persons/entities to the Park District for use of Park District property shall be considered Revenue.

- b. "Expenses" shall include the actual reasonable and necessary costs and expenses incurred by the Park District in operating, conducting, managing and maintaining the Enterprise Property, including, but not limited to, the following, all related to the operation of the Enterprise Property; all costs and expenses paid by the Park District in connection with actions required or permitted to be taken by the Park 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 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~~

- c. The Parties agree that the Park District shall be paid an annual management fee so long as the Park District is managing and operating the Enterprise Property. During the first five years of the Term of this Lease (the "Initial Management Period"), the Parties agree that the District shall be paid an annual management fee equal to shall be an amount that is equal to 5% of the annual Expenses; provided, however, that if, at any time during the

Initial Management Period, the Park District enters into, or has entered into, an arrangement pursuant to Section 7.c of this Lease to assign the management and operations of the Enterprise Property to another entity, then the Parties shall collectively reevaluate what amount, if any, should be paid as the annual management fee for the remainder of the Initial Management Period after the effective date of the assigned management or operations agreement. TheIn no event shall the annual management fee in any year during the Initial Management Period exceed \$20,000.00. The percentage amount of the annual management fee ~~thereafter, if any, after the Initial Management Period~~ shall be determined collectively by the Parties based on performance during ~~the first two years.~~ such Initial Management Period.

d. ~~e.~~ 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~~Term of this ~~lease~~Lease when the Park District has outstanding obligations related to Minor or Major Capital Projects (as defined in Section 8.e and 8.f below, respectively) 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~~Term of ~~the lease~~this Lease, the Revenue Share shall be equal to 50% of Net Revenues. For confirmation of the Revenue Share for each year of the ~~term~~Term, the Park District shall deliver to the City a certified report, prepared by its independent auditor, of the Park District's financial statements ~~including~~for the Park District's prior fiscal year, which report shall include a separate statement of the Net Revenue of the Enterprises for ~~the District's prior~~such fiscal year. Such report shall describe whether the Park District has outstanding obligations related to Minor or Major Capital Projects. For any year in which the Park District has outstanding major and/or minor Capital Expenses and there is a positive ~~Annual~~annual Net Revenue, ~~not including a~~ without taking into consideration ~~for any such~~ major and/or minor Capital Expenses, the City shall receive 25% of said Net Revenue, the Park 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 such Capital Expenses are 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 Park District, provided they are not inconsistent with generally accepted accounting principles.
7. Use.
 - a. The Park District shall use the Enterprise Property only for purposes connected with the provision of park and recreational services and programs determined

appropriate by the Park District and which are not inconsistent with any applicable land use covenants and zoning regulations.

- b. Except as limited by subparagraph 7.~~ba~~, the Park 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.
- c. In the event that the Park District desires or intends to assign the operation of any activity on the Enterprise Property to an ~~outsider~~outside vendor, or enter into a management agreement for the performance of any activity on the Enterprise Property, the Park District shall first engage in a “request for proposal” process with qualified bidders, prospects, or applicants.

8. Condition; Maintenance; Improvements.

- a. The Park 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 Park 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 Park District pursuant to this subparagraph b shall be considered to be “Expenses.”

- c. The Park 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 Park District shall provide customary maintenance to all of the Enterprise Property, 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 Park 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 parking area as described in this subparagraph 8.d shall be considered to be "Expenses."
- e. Minor Capital Projects. Subject to the limitations otherwise described herein, the Park 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 Park 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~~ for capital improvements or capital repairs, the City shall be granted thirty (30) days to request

additions to the Park District's design ~~for capital improvements or capital repairs~~therefor, but the City may not prevent the Park District from performing any such Minor Capital Projects. If the City's additions to the Park 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 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 considered "*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 Park District from performing a Major Capital Project if the Park District elects to pay for it itself. The Park 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~~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 Park District shall perform emergency repairs, the cost for which shall be considered an Expense.

9. Surrender. On the termination date of this Lease, the Park District shall surrender the Enterprise Property ~~except for, not to include~~ any portion of the Lot 1 Property which was ever included in the ~~Enterprise Property~~Enterprises, to the City in the then prevailing condition and additions or alterations made by the Park District, notwithstanding any investment into such ~~alternations~~alterations paid for by the City.

10. Utilities. On a timely basis, the Park 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 Park 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 and Access to Books and Records concerning Enterprise Property.

a. Notwithstanding the Park 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~~Term of ~~the~~this Lease for the purpose of inspecting the Enterprise Property and for the enforcement of ~~the~~this Lease; provided, however, that in entering upon the Enterprise Property, the persons shall not unreasonably interfere with the Park District's use of the Enterprise Property.

- b. The Park District shall make available to the City or its designated representatives, all books and records of the Park District pertaining to the Enterprises and the Enterprise Property to enable the City to determine compliance with the provisions of this Lease, and to enable the City to conduct an independent review of the calculation of Revenues and Expenses.

13. Alterations and Improvements. The Park District shall be permitted to make alterations and additions to the Enterprise Property consistent with the terms of this Lease without the consent of the City, provided that such 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 Park District must receive the prior written consent of the City, which consent may be withheld at the City's sole discretion. Any alterations or additions made to the Enterprise Property by the Park District, except to Lot 1 Property, and not removed by the Park District upon the termination of 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~~ Term of this Lease, the City will provide to the Park 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 Park District.
16. Insurance. The Park 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 Park District (or such longer period of time as may be necessary to cure such default by applying consistent, uninterrupted diligence), the Park District, at its option, may seek all available legal and equitable remedies.
 - b. Park District Default. In the event of a default by the Park District in the performance or observance of any of the Park District's duties or obligations herein contained, and upon the failure of the Park 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~~Lease.

18. Termination. 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 Park District or as provided in ~~sub-paragraphs~~subparagraphs a- c below:

- a. If, at any time, after the first seven (7) years of ~~this Lease, Annual~~the Term, annual Expenses, not including Capital Expenses, have exceeded ~~Annual~~annual Revenues for any period of at least three (3) consecutive years, the City shall be entitled to terminate this Lease, provided that written notice of such termination is given to the Park District no less than 180 days prior to the stated date of termination. In the event that the City terminates ~~the~~this Lease as set forth in this sub-paragraph, the City shall make the Park District whole for any outstanding Capital Expenses, net of any applicable depreciation (as presented by the Park District and verified by the City) within thirty (30) days after the stated termination date.
- b. Either ~~party~~Party shall have the right to terminate this Lease prior to the expiration of the Term once every ten (10) years, on each 10th anniversary of the Effective Date, provided that written notice of such termination is given to the other ~~party~~Party no less than 180 days prior to the 10th year anniversary date. In the event that the City terminates ~~the~~this Lease at any 10th year anniversary date as set forth in this sub-paragraph, the City shall make the Park District whole for

any outstanding Capital Expenses, net of any applicable depreciation (as presented by the Park District and verified by the City), within thirty (30) days after the stated termination date. No Capital Expenses shall be incurred at any time after the date on which a written notice of termination is given pursuant to this sub-paragraph.

- c. 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 Park 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 Park District no less than 120 days' notice to so terminate ~~the~~this Lease, and the Park 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~~Lease or in any applicable law, the Park 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 Hazardous Substances (as defined below) on, under or around the Enterprise Property or resulting from Hazardous Substances being generated, stored, disposed of or transported to, 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 Park District.

- b. For purposes of this ~~Agreement~~Lease, “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. For the purposes of this Lease, “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.
- c. The Park 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 Park 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 Park District or anyone for whose acts the Park District may be liable. Any such lawsuit or claim shall be tendered by the City and accepted for defense and indemnification by the Park 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 Park 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. The City shall defend, indemnify and hold harmless the Park 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 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 Park District and accepted for defense and indemnification by the City in a timely manner at no cost to the Park District. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Park 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 Park District, the prevailing ~~party~~ 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 Park 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 Park District shall not constitute a sublet or assignment. Notwithstanding the foregoing, the Park 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 Park 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~~Party has the right to change the address or the addressee, or both, for all future notices and communications to such ~~party~~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 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 Park District's insurance purchased pursuant to Paragraph ~~14~~16 of this Lease, City and Park 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~~Lease and terminate the ~~Lease~~leasing of the Enterprise Property by the Park District in accordance herewith.

24. Governing Law. This ~~Agreement~~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.

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

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

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

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

29. Force Majeure. Neither ~~party~~Party shall be held in default under, or in noncompliance with, the provisions of ~~the Agreement~~this 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," which, for the purposes of this Lease, is 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~~Party's ability to anticipate or control. Non-compliance or default attributable to Force Majeure shall be corrected as soon as practicable. The ~~party~~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.~~31. Existing Management Agreement. The Existing Management Agreement shall remain in effect until ~~December 31,~~ 2018the Effective Date and shall, without further action of either Party, terminate at

~~July 22,~~October 25, 2018

~~midnight on December 31, 2018.~~11:59 P.M. Central Time on the day immediately preceding
the Effective Date.

[SIGNATURE PAGE TO FOLLOW]

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

~~July 22,~~October 25, 2018

Lots 1, 2, 3, 4, 6 and 7 as identified on the Highland Park Golf Course Plat of Resubdivision recorded November 10, 2004 as document number 5679534, in Lake County, Illinois.

EXHIBIT "B"

GRAPHIC DEPICTION OF PROPERTY AND LOTS

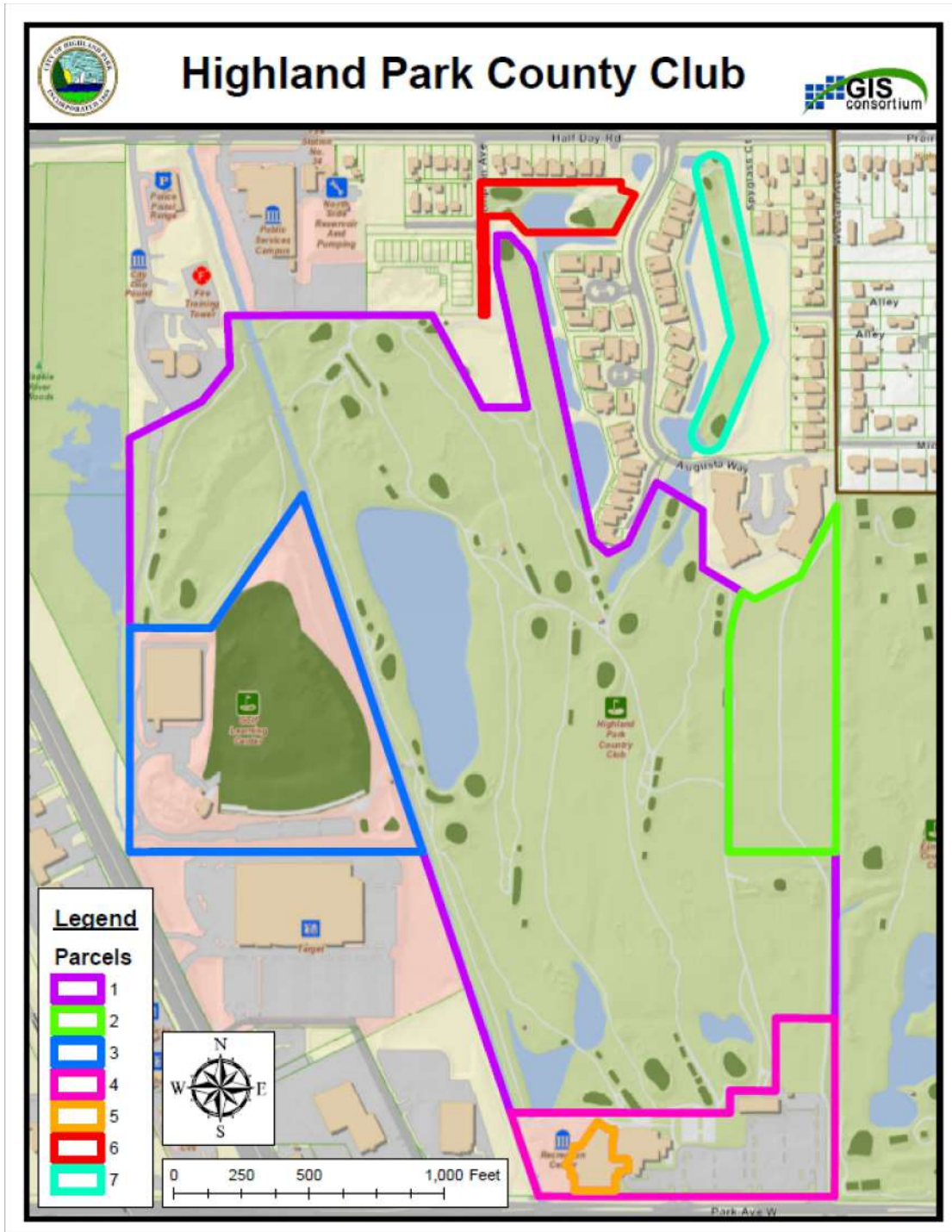


EXHIBIT "C"

PERMITTED ENCUMBRANCES

[TO BE INSERTED]

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

[The Park](#) 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:

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 the Park 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 the Park 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 Park 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 Park 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, the Park 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.

Document comparison by Workshare Compare on Thursday, October 25, 2018
11:21:43 AM

Input:	
Document 1 ID	interwovenSite://HKDMS/Active/58966659/2
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Document 2 ID	interwovenSite://HKDMS/Active/58966659/6
Description	#58966659v6<Active> - HPCC Lot 3 Agreement October 2018
Rendering set	Standard

Legend:	
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	Deletion
	Moved from
	<u>Moved to</u>
	Style change
	Format change
	Moved deletion
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	250
Deletions	109
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	361

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.

**LOT 4 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~~intergovernmental Lot 4 Shared Use Agreement (~~the~~this "Agreement") is entered into as of _____, ~~2018~~ the "Effective Date" (as hereinafter defined) 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 Park 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~~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~~ as identified on the Property Plat 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~~ locker 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 the Park District previously entered into that certain Intergovernmental Lease Agreement dated December 31, 2014 (the “Country Club Lease”) which provided, inter alia, for the Park District’s operation of banquets in the Clubhouse; and

WHEREAS, in accordance with that certain Intergovernmental Agreement for Transfer of Property dated as of _____, 2018 by and between the City and the Park District (the “Transfer

Agreement”), the City and the Park District have determined to terminate the Country Club Lease effective as of the Closing Date (as defined in the Transfer Agreement):

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 Closing Date (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 Park District is still operating the RCHP, then the City may not terminate this Agreement without the Park District’s consent. The ~~parties~~ Parties understand that, during the ~~term~~ Term of this Agreement, circumstances may change so as to suggest alteration of this Agreement to be in the best interests of the ~~parties~~ Parties and the community. Therefore, during the year of every ten (10) year anniversary of this Agreement, the ~~parties~~ Parties shall meet to discuss whether amending this Agreement in any way would be in the best interests of the ~~parties~~ 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~~ 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 ~~5,5~~; (ii) the elevator and corresponding entry areas; (including the main entrance door and vestibule in the Clubhouse; (iii) the trash enclosure; (iv) the parking lot; and landscaping; (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 Park District; (viii) the porte cochere located over the common entryway to the Clubhouse and RCHP; ~~and (ix) the monument sign with changeable copy~~; (ix) the Monument Sign; and (x) those portions of the Clubhouse roof that are over areas that are included within this definition of “Common Areas.” 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 Park 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, HVAC, public utilities, and fire suppression and alarm monitoring systems and equipment in the Clubhouse 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 Park 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 Park 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 Park 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 Park 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 Park 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, 5~~, 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 Park 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 Park District and City agree that the ~~cost~~allocation of the costs for maintenance of the Common Areas and Common Facilities ~~are attached hereto~~ as shall be as set forth in Exhibit F attached hereto and incorporated by reference. The Park District and the City shall each prepare an annual budget for the ~~line items described in Exhibit F~~ maintenance costs within their respective jurisdiction, and deliver a copy ~~thereof~~of such budget to the ~~City~~other Party prior to August 15 of each year during the Term (collectively, the "Annual Budget"). The City shall remit to the Park District, on or before June 30 and December 31 of each year, semi-annual payments equal to one half of the ~~annual Budget to the District on June 30 and December 31 each year~~ City's allocated expense as set forth in the Annual Budget. By not later than March 31 of each year, the Park District shall compare the ~~annual~~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~~Management Fee, are greater or less than the ~~annual budget~~Annual Budget by more than 3%, the Park 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. Prior to the anticipated relocation of the Senior Center to the Clubhouse, the Parties agree to meet and implement any revisions to Exhibit F that may be necessary.
 - ~~de.~~ 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 Annual Budget shall require prior approval from both ~~parties~~ Parties. The City and the Park 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 Park District and the cost shall be allocated as per Exhibit F.
 - ~~ef.~~ For calendar year 2018, the Park 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 Annual Budget ~~described in Exhibit F~~.
4. Designated Park District Office. The City shall designate an area on the lower level of the Clubhouse which shall be for the exclusive and uninterrupted use of the Park District, at no cost to the Park District, for an office for the Park District's Passive Nature Area (as defined in the Transfer Agreement).
 5. Monument Sign. Possession and management of the Monument Sign more specifically depicted on **Exhibit EG**, shall be jointly shared between the City and the Park District

during the Term of this Agreement. The Monument Sign may be requested to be replaced by either Party throughout the ~~term~~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 Park District shall continue to be responsible for general banquet operations until December 31, 2018. The Park 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 Park District responsibility. All banquet contracts considered for acceptance by the Park 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 Park 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 Park District and

set forth in a written document executed by both the City and the Park 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 Park 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 Park District shall have no obligation for the operation of banquets, unless the Park 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~~Term during which the Park District is operating the banquet facilities, the Park 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 Park 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 Park District's design for the Minor Capital Project. If the City's additions to the Park 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~~Term during which the Park 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 Park District from performing a Major Capital Project if the Park District elects to pay for it itself. The Park 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 Park District shall perform emergency repairs at all times during which the Park 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 Park District, and the Park 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~~G. For and in consideration for the license of the Shed Property, the Park 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~~H, which the Park District actually sells. The Park 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 the City gives the Park District ninety (90) days advance notice.

8. Insurance. Each ~~party~~Party shall purchase insurance or self-insurance protection as provided in ~~Exhibit G~~I.
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 ~~4.4~~, unless the Parties mutually agree otherwise, in writing. Except as expressly provided herein, all such parking spaces will be available for multiple-shared uses, including, without limitation, in support of the Park District's RCHP on Lot 5 and the future Passive Natural Area to be constructed by the Park District on Lots 1 and 2. In anticipation of the Senior Center moving to the ~~Highland Park Country Club~~Clubhouse, the City and the Park 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. At a minimum, this agreement must provide that not more than 35 of the 324 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. This agreement must be completed before the Senior Center occupies the ~~Highland Park Country Club~~ Clubhouse. 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 Park District and City facilities located at the RCHP, the Clubhouse and the Passive 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 Park 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~~ portion of Lot 4 (~~as shown on Exhibit X~~ that is west of the Demarcation Line (as hereinafter defined)). 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 Park 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~~ “Demarcation Line” shall be the line through Lot 4 as depicted on Exhibit ~~B~~ G.
- c. The City and the Park 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~~ G (such

areas, the “Far West Parking Areas”) 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 Park 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 Park 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, the City shall not adopt, without the prior written approval of the Park District, which approval shall not be unreasonably withheld, any regulations prohibiting or limiting the Park District patrons from using any portion of the parking lot or requiring any of the Park District patrons to use any designated portion of the parking lot or requiring any specified vehicle identification system for patrons to use any portion of the parking lot.
- f. Except for any parking deck which the City may construct, the City and the Park 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 (~~9.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~~G as the “Entrance to Passive Natural Area.”
- b. Subject to the obligation described in subsection (~~a~~)10.a above, 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 Park District.

- e. The Park 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 Park District uses at least a portion of Lot 5 for recreational purposes and portions of Lots 1 and 2 as a Passive 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 Park District on Lot 5.
13. Taxes and Assessments. It is agreed by the Parties that the City and the Park District shall each pay its respective pro-rata share of all real estate taxes, special taxes or special assessments which may be assessed against Lot ~~4~~, which pro-rata share shall be based on the amount of area used by each Party. Such agreement shall not be taken as the Park District's or the City'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.J.

15. Assignment. The Park 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 Park District may execute management agreements with third parties for the operation of banquets, provided that such management agreements shall not release the Park District from its obligations under this ~~Lease~~Agreement.
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 Park District (or such longer period of time as may be necessary to cure such default by applying consistent, uninterrupted diligence), the Park District may pursue all legal and equitable remedies.
- b. Park District Default. In the event of a default by the Park District in the performance or observance of any of the Park District's duties or obligations herein contained, and upon the failure of the Park 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 partyParty has the right to change the address or the addressee, or both, for all future notices and communications to such partyParty, 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

18. Incorporation of Exhibits. Exhibits A through FJ 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 partiesParties 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~~Parties with respect to the subject matter hereof, and this Agreement supersedes every prior agreement and negotiation between the ~~parties~~Parties, whether written or oral, relating to the subject matter of this Agreement.
22. Force Majeure. Neither ~~party~~Party shall be held in default under, or in noncompliance with, the provisions of ~~the~~this 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*,” which for the purposes hereof is 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~~Party’s ability to anticipate or control. Non-compliance or default attributable to Force Majeure shall be corrected as soon as practicable. The ~~party~~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~~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 Park 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 Park 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 Park 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 Park 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.

July 22, October 25, 2018

~~26. Master Agreement. To the extent there are any inconsistencies between the Master Agreement and this document, this document shall control.~~

~~July 22,~~October 25, 2018

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

PARK DISTRICT OF ~~HIGHAND~~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

List of Exhibits

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

EXHIBIT B Graphic Depiction of the Property and Lots

EXHIBIT C Intentionally Omitted

EXHIBIT D Intentionally Omitted

GROUP EXHIBIT E Description of Common Areas and Common Facilities

EXHIBIT F Common Area and Common Facilities Maintenance Costs and Allocation

EXHIBIT G Depiction of Golf Maintenance Shed Area, Far West Parking Area and Monument Sign

EXHIBIT H Golf Equipment Inventory List

EXHIBIT I Insurance Requirements

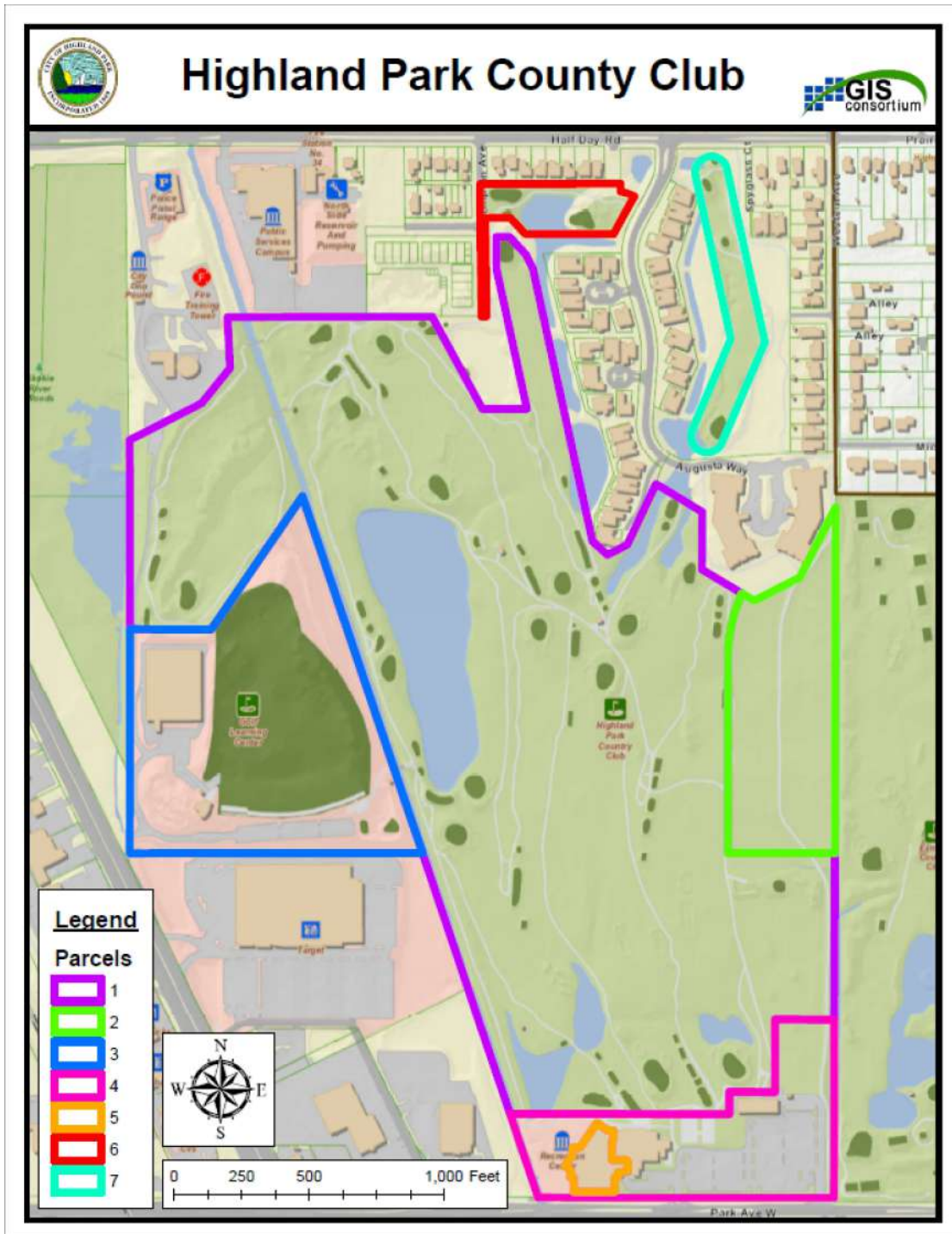
EXHIBIT J Permitted Title Exceptions

July 22, October 25, 2018

EXHIBIT "~~B~~" ~~Graphic depiction~~A
Legal Description of the Property ~~and Lots~~

Lots 1, 2, 3, 4, 6 and 7 as identified on the Highland Park Golf Course Plat of Resubdivision recorded November 10, 2004 as document number 5679534, in Lake County, Illinois.

EXHIBIT B
Graphic depiction of Property and Lots



July 22, October 25, 2018

EXHIBIT ~~“C”~~ Permitted Title ExceptionsC

Intentionally Omitted

July 22, October 25, 2018

EXHIBIT ~~“D”~~ Golf Equipment Inventory ListD

Intentionally Omitted

July 22, October 25, 2018

GROUP EXHIBIT ~~“E”~~ E

Description of Common Areas and Common Facilities ~~Diagrams~~

[TO BE PROVIDED BY PARK DISTRICT]

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.~~

COMMON AREAS AND COMMON FACILITIES MAINTENANCE COSTS AND ALLOCATION

In August 2018, the City and the Park District jointly contracted for and accepted a utility consumption study for the Highland Park Country Club Clubhouse building. The analysis was performed to understand the share of utilities consumed by the Country Club as a percentage of the total consumption by the Country Club and the adjoining Recreational Center operated by the Park District. The analysis was performed using engineering calculations based on the actual building information gathered during the site visit in September, 2018. The utility consumption calculations take into account the building configuration, local climatic data, type of construction, composition of exterior wall, design of the building, HVAC system, domestic water heating system and the average daily occupancy during the calendar year 2017.

I. Allocation of Costs for Maintenance

Based on the analysis conducted, the Parties hereby agree to the following allocation of the costs and maintenance of the Common Areas and the Common Facilities (as defined in this Agreement):

<u>Party</u>	<u>Cost Share</u>
<u>City</u>	<u>20%</u>
<u>Park District</u>	<u>80%</u>

II. Allocation of Costs for Utilities

The division of costs for utilities and services including but not limited to electric, natural gas and domestic water shall be as set forth in the Annual Budget.

III. General Management Fee

The amount of the General Management Fee shall be \$0.00

IV. Allocation of Costs for Emergency Repairs

The allocation of costs for emergency repairs shall be as follows:

<u>Party</u>	<u>Cost Share</u>
<u>City</u>	<u>20%</u>

July 22, October 25, 2018

Park District

80%

~~July 22,~~October 25, 2018

EXHIBIT "~~G~~"G

DESCRIPTION OF GOLF MAINTENANCE SHED AREA, FAR WEST PARKING AREA
AND MONUMENT SIGN

[TO BE INSERTED]

EXHIBIT H

GOLF EQUIPMENT INVENTORY LIST

<u>QTY</u>	<u>Equipment</u>
1	McLane edger
1	Honda rototiller (for small flower beds)
1	Honda FG500 rototiller
2	Honda HRC216 pushmower
1	Ryan sod cutter
1	Honda HS520 snowblower
1	Honda GX160 water pump
1	Mitsubishi MGE4800 generator
2	Honda WX10 water pump
2	Rigid Kollman pipe auger
8	Redmax backpack blower
6	Stihl weedeater
2	Edgemax edger
1	Stihl HT101 polesaw
1	Stihl HL100K brush edger
1	Stihl HL94 brush edger
1	Stihl TS400 concrete saw
1	Stihl HS81R hedge trimmer
1	Stihl HS80 hedge trimmer
1	Stihl HS45 hedge trimmer
1	Stihl MS180C chainsaw
1	Stihl MS291 chainsaw
1	Stihl MS391 chainsaw
1	Stihl MS390 chainsaw
1	Stihl MS290 chainsaw

<u>Equipment List @ HPCC</u>	
<u>Qty</u>	<u>Equipment</u>
1	Jacobsen Turfcut T628D rotary mower
8	Jacobsen walking mowers
1	Jacobsen HR-511 rotary mower
1	Jacobsen LF3400 reel mower
1	Jacobsen LF1200 reel mower
1	Quickpass topdresser
1	Toro Multipro 1100 sprayer
1	Buffalo blower (tow behind)
1	Kubota L3710 Tractor with bucket attachment
1	John Deere 1200 bunker rake
1	Smithco Superstar bunker rake
1	Ditch Witch trencher
1	John Deere Aercore 800 aerator
1	Cushman GA60 fairway aerator
1	Jacobsen Greens King IV reel mower
1	Jacobsen TriKing 1900D reel mower
1	John Deere 2653A rotary mower
1	Lastec Articulator rotary
2	Toro Workman utility vehicles
1	John Deere Pro Gator 2020A utility vehicle
1	Anglemaster 3000 bedknife grinder
1	Express Dual 3000 reel grinder
1	Golf Lift
2	EZ Go golf range carts
78	Golf Carts
12	EZ Go golf carts (back of maintenance building)
1	EZ Go beverage cart (back of maintenance building)
1	Cushman Truckster (back of maintenance building)
1	John Deere Gator 6x4 (back of maintenance building)

EXHIBIT I---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/Park 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 Agreement shall be primary insurance as respects the City/Park District, (as applicable) its officers, officials, employees, and agents. Any insurance or self-insurance maintained by City/Park District, (as applicable) its officers, officials, employees, or agents shall be excess of CITY's/PARK DISTRICT's insurance and shall not contribute with it.

- c. Coverage shall state that the CITY's/PARK 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/PARK DISTRICT shall furnish City/Park 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 22,~~October 25, 2018

EXHIBIT J

PERMITTED TITLE EXCEPTIONS

[TO BE INSERTED]

#58966550_v~~26~~

Document comparison by Workshare Compare on Thursday, October 25, 2018
11:20:07 AM

Input:	
Document 1 ID	interwovenSite://HKDMS/Active/58966550/2
Description	#58966550v2<Active> - HPCC Lot 4 Shared Use Agreement June 2018
Document 2 ID	interwovenSite://HKDMS/Active/58966550/6
Description	#58966550v6<Active> - HPCC Lot 4 Shared Use Agreement October 2018
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
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Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
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Padding cell	

Statistics:	
	Count
Insertions	255
Deletions	100
Moved from	3
Moved to	3
Style change	0
Format changed	0
Total changes	361

**INTERGOVERNMENTAL AGREEMENT FOR THE
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 INTERGOVERNMENTAL AGREEMENT (~~FOR THE TRANSFER~~
OF PROPERTY (this “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~~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 Park 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 Park 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 Park 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~~ At Closing (hereinafter defined), 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 of the Nursery Property (hereinafter defined) which is described in paragraph G below, and the Restrictive Covenant (hereinafter defined).

C. ~~The closing date for~~ Subject to Sections 3 and 4 of this Agreement, the conveyance of the Transfer Property to the Park District ~~will be no later than _____, 2018~~, in accordance herewith (the "Closing") will occur on December 14, 2018, or such other date as may be mutually agreed by the Parties ("Closing Date").

D. The purchase price for the Transfer Property (the "Purchase Price") 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~~ Closing and any other transactions contemplated hereby shall be consummated by a deed and money escrow at the office of the Title Company (as hereinafter defined). 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 Park 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 FD. If either ~~party~~ Party requests a survey, the cost shall be borne by the City. The lease shall commence on the ~~date of~~ Closing Date and continue for a term of 99 years except as otherwise provided in the ~~Lease Agreement~~ lease agreement executed by the Parties.

Section 3. Contingencies. The City will have no obligation to convey the Transfer Property to the Park District, and the Park 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 Park 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 Park District shall deliver to the City a restrictive covenant or some appropriate document to be recorded against the Transfer Property at Closing (the “Restrictive Covenant”), in a form attached hereto as **Exhibit ~~_____~~E**, containing the following ~~four~~five provisions:

1. Restriction on Sale or Transfer. A 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 the Park District, revert to the City in the event that the Park 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 Park District an amount that is the exact amount of the Purchase Price.

2. Storm Water Management. A 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 provision that acknowledges the right of the Park District to use the portion of Lot 1 of the property (north of Lot 3) on which Golf Holes 13 and 14 ~~are~~were previously located as part of the “Enterprise Property”, as defined in the Lot 3 lease agreement referenced in Section 3.E of this Agreement.

4. Vendor Contracts. A provision that acknowledges the right of the Park District to enter into contracts with third parties to provide services on the Transfer Property.

5. Maintenance of Bike Path. A provision that memorializes the Park District’s obligation to (i) ensure that the portion of the bike and pedestrian path currently running between Park Avenue West to Half Day Road/Route 22 which lies on Lot 1 or Lot 2 (the “Bike Path”) continues in existence in substantially the same form and location as existing on the date hereof, and (ii) maintain the Bike Path in good condition and repair by, among other things, providing general

maintenance services with respect to the Bike Path that are substantially similar to those provided by the Park District with respect to its other bike and pedestrian paths.

E. The Parties shall have entered into a lease agreement ~~attached as Exhibit _____, effective as of the Closing Date,~~ for the lease by the Park District from the City of Lot 3 ~~of the Resubdivision of the Highland Park Country Club~~ for a term commencing as of the later of (i) the Closing Date, or (ii) January 1, 2019, in the form attached as Exhibit F.

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

G. The Parties shall have entered into an agreement by which the ~~County~~ Country Club Lease is terminated, effective as of the Closing Date, in the form attached as Exhibit H.

H. The Parties shall have entered into an agreement by which the Master Agreement is terminated, effective as of the Closing Date, in the form attached as Exhibit I.

I. H. The Parties shall have entered into a lease agreement, effective as of the Closing Date, for the lease by the City from the Park District of the Nursery Property in the form attached as ~~Exhibit _____~~ J.

I. 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 Title Company shall have insured that the Park District, in connection with its ownership of the Transfer Property, can continue to use 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.~~ Further, the City shall have recorded or caused 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.

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

~~KL.~~ A permanent blanket utility easement, attached hereto as ~~Exhibit _____~~ L., 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 GM.~~ The

blanket utility easement shall not allow for the installation of any above ground utilities without the prior written consent of the Park 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 Park 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 (the "Title Company") dated after the Execution Date for an ALTA Commitment Form for the Transfer Property in the amount of the Purchase Price ("Transfer Property Title Commitment"), 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~~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~~Closing Date 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 DN, attached hereto ~~and incorporated by reference.~~

B. The City has obtained and delivered to the Park District, at the City's expense, a survey of the Transfer Property (the "Survey"). 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~~ Survey that are objectionable, then the ~~parties~~ 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~~ Closing Date 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~~ 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, the Closing~~ (including, without limitation, an ALTA Statement and PTAX-203-203). The costs relating to the Closing will be borne equally by both ~~parties~~ 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 of such documents 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 Park District's or the City'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 Date:

- 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 and those other agreements that are contemplated by or described in 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 Date:

- 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~~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 Park 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 Park District's intent to plan, develop and use the Transfer Property as a passive natural area (the "Passive Natural Area"). The Park District has represented to the City that it intends to invest approximately ~~\$1.4~~One Million Four Hundred Thousand Dollars (\$1,400,000) 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 Park District for the Purchase Price. Such investment may be from cash on hand, grants, bequests, in-kind services or other valuable sources. The Park 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~~delays caused by Force Majeure (as hereinafter defined). Within one year after the Closing Date, the Park 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~~Party, the representations and warranties of each ~~party~~Party in Sections 7, 8, 9, and 10 of this Agreement must be true and correct at the time of the Closing. Each ~~party~~Party must promptly notify the other in the event that either ~~party~~Party has actual knowledge that a representation or warranty of that ~~party~~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~~Party has the right to change the address or the addressee, or both, for all future notices and communications to such ~~party~~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: lmcElroy@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~~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~~Parties, whether written or oral, relating to the subject matter of this Agreement.

E. Incorporation of Exhibits. Exhibits A through GN 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~~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~~Parties.

I. **Force Majeure.** Neither ~~party~~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 for the purposes hereof 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~~Party’s ability to anticipate or control. Non-compliance or default attributable to Force Majeure shall be corrected as soon as practicable. The ~~party~~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 PARK 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 ~~SUBJECT~~TRANSFER 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 PARK 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 PARK DISTRICT IS NOT RELYING ON ANY WARRANTY OR REPRESENTATION WHATSOEVER OTHER THAN MAY BE SPECIFICALLY SET FORTH OF THIS AGREEMENT, AND (B) THE PARK 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 TRANSFER 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 Park 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 Hazardous Substances (as defined below) on, under or around the Transfer Property or resulting from Hazardous 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 [Park](#) 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~~ [Hazardous Substances Law \(hereinafter defined\)](#), as the same may hereafter be amended. [As used herein, the term](#) "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) The Park 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, investigation or remediation costs, legal fees (attorney's and paralegal's fees, expert fees and court costs), arising out of or resulting from the actions of the Park 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 Park District or anyone for whose acts the Park District may be liable. Any such lawsuit or claim shall be tendered by the City and accepted for defense and indemnification by the Park 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 Park District, the prevailing ~~party~~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) The City shall defend, indemnify and hold harmless the Park 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 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, 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 City or anyone for whose acts the City may be liable. Any such lawsuit or claim shall be tendered by the Park District and accepted for defense and indemnification by the City in a timely manner at no cost to the Park District. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Park 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 Park District, the prevailing ~~party~~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 Park 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 Park 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 Park 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~~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.~~

IN WITNESS WHEREOF, the ~~parties~~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

LIST OF EXHIBITS

EXHIBIT ~~“A”~~ Legal Description of ~~the~~ Property

EXHIBIT B Graphic Description of Property/Plat

EXHIBIT C Personal Property

EXHIBIT D Depiction of Location of Nursery Property

EXHIBIT E Restrictive Covenant

EXHIBIT F Lot 3 Lease Agreement

EXHIBIT G Lot 4 Shared Use Agreement

EXHIBIT H Country Club Lease Termination Agreement

EXHIBIT I Master Agreement Termination Agreement

EXHIBIT J Tree Nursery Lease Agreement

EXHIBIT K Intentionally Omitted

EXHIBIT L Permanent Blanket Utility Easement

EXHIBIT M Location of Fiber Optic Cable

EXHIBIT N Transfer Property Permitted Exceptions

~~July 22,~~October 25, 2018

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

Lots 1, 2, 3, 4, 6 and 7 as identified on the Highland Park Golf Course Plat of Resubdivision recorded November 10, 2004 as document number 5679534, in Lake County, Illinois.

EXHIBIT B²²---Graphic depiction of Property and Lots

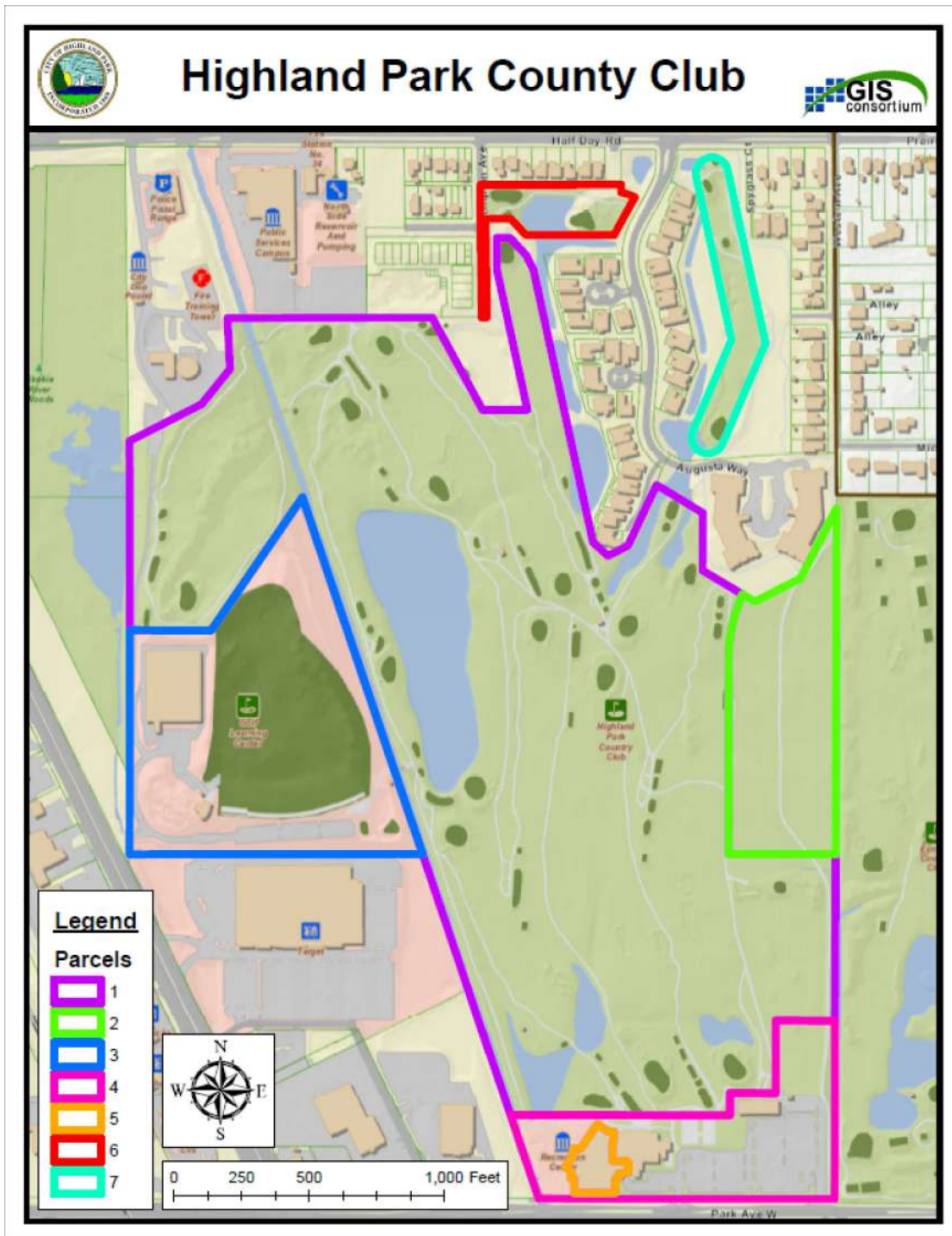
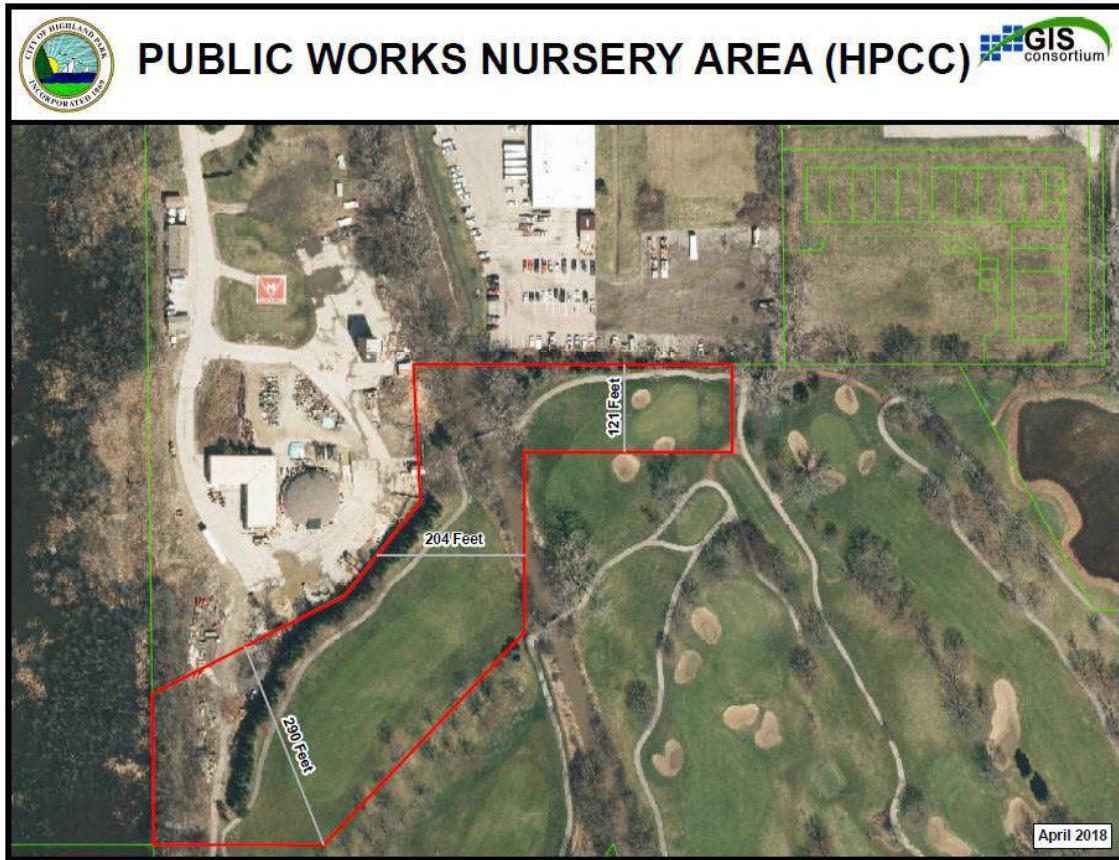


EXHIBIT “C” --- Personal Property Schedule

<u>QTY</u>	<u>Equipment</u>
1	McLane edger
1	Honda rototiller (for small flower beds)
1	Honda FG500 rototiller
2	Honda HRC216 pushmower
1	Ryan sod cutter
1	Honda HS520 snowblower
1	Honda GX160 water pump
1	Mitsubishi MGE4800 generator
2	Honda WX10 water pump
2	Rigid Kollman pipe auger
8	Redmax backpack blower
6	Stihl weedeater
2	Edgemax edger
1	Stihl HT101 polesaw
1	Stihl HL100K brush edger
1	Stihl HL94 brush edger
1	Stihl TS400 concrete saw
1	Stihl HS81R hedge trimmer
1	Stihl HS80 hedge trimmer
1	Stihl HS45 hedge trimmer
1	Stihl MS180C chainsaw
1	Stihl MS291 chainsaw
1	Stihl MS391 chainsaw
1	Stihl MS390 chainsaw
1	Stihl MS290 chainsaw

<u>Equipment List @ HPCC</u>	
<u>Qty</u>	<u>Equipment</u>
1	Jacobsen Turfcut T628D rotary mower
8	Jacobsen walking mowers
1	Jacobsen HR-511 rotary mower
1	Jacobsen LF3400 reel mower
1	Jacobsen LF1200 reel mower
1	Quickpass topdresser
1	Toro Multipro 1100 sprayer
1	Buffalo blower (tow behind)
1	Kubota L3710 Tractor with bucket attachment
1	John Deere 1200 bunker rake
1	Smithco Superstar bunker rake
1	Ditch Witch trencher
1	John Deere Aercore 800 aerator
1	Cushman GA60 fairway aerator
1	Jacobsen Greens King IV reel mower
1	Jacobsen TriKing 1900D reel mower
1	John Deere 2653A rotary mower
1	Lastec Articulator rotary
2	Toro Workman utility vehicles
1	John Deere Pro Gator 2020A utility vehicle
1	Anglemaster 3000 bedknife grinder
1	Express Dual 3000 reel grinder
1	Golf Lift
2	EZ Go golf range carts
78	Golf Carts
12	EZ Go golf carts (back of maintenance building)
1	EZ Go beverage cart (back of maintenance building)
1	Cushman Truckster (back of maintenance building)
1	John Deere Gator 6x4 (back of maintenance building)

EXHIBIT "D" ~~Permitted Exceptions~~ Depiction of Location of Nursery Property



~~July 22,~~October 25, 2018

EXHIBIT E---Restrictive Covenant

(See Attached)

**Prepared by and Return
After Recording To:**

ANCEL, GLINK, DIAMOND,
BUSH, _____
_____ DICIANNI &
KRAFTHEFER, P.C.
140 South Dearborn Street,
Sixth Floor
Chicago, Illinois 60603
Attn: Robert K. Bush

This space reserved for Recorder's use only.

DECLARATION OF RESTRICTIVE COVENANT

A. The City of Highland Park ("City") is the fee simple owner of record of the property commonly known as the Highland Park Country Club ("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 Declaration, any references to Lots 1 through 7 in this Declaration 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 A.

C. The City and the Park District of Highland Park (the "Park District") are parties to that certain Intergovernmental Agreement for Transfer of Property by the City Of Highland Park to the Park District Of Highland Park, dated _____, 2018 (the "Agreement"), by which the City will transfer and convey to the Park District certain parts of the Property (the "Transfer Property"), including but not limited to Lots 1 and 2, which are more specifically described in Exhibit B to this Declaration.

D. Section 3.D of the Agreement requires Lots 1 and 2 to be impressed with a covenant designed to restrict the future alienation and use of such lots.

E. The City desires to establish the following restrictive covenant on Lots 1 and 2, which shall run with and bind the owners of Lots 1 and 2, and their heirs, devisees, legal representatives, successors, and assigns in perpetuity.

F. If any provision of this Declaration, or the application of any such provision, shall be held invalid, the remainder of this Declaration or the application of such provision shall not be held invalid.

G. This Declaration shall be for the sole benefit of the City and the Park District and no claim as a third-party beneficiary hereunder by any person, firm or corporation may be made, or be valid, against the City or the Park District.

NOW, THEREFORE, the City of Highland Park hereby declares Lot 1 and Lot 2 to be encumbered by the following covenant:

1. Title to Lot 1 and Lot 2 will, upon written demand from City and failure to cease its attempt by District, revert to the City in the event that the Park District, or any successor owner, attempts to convey, lease, license, or assign any portion of Lot 1 and Lot 2 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.
2. The owner of Lot 1 and Lot 2 may enter into contracts with third parties to provide services on such property without violating the conditions in paragraph 1 hereof.
3. That portion of Lot 1 currently occupied and used for golf holes 13 and 14 as more specifically depicted on Exhibit B, attached hereto and incorporated by reference, may be used as part of the Enterprise Property for the operation of Enterprises, as more specifically described in Section 3.E of the Agreement.
4. Storm Water Management Provisions. 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 Park 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:
 - a. Storm water management improvements shall be constructed at no expense to the Park District.

b. 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.

c. 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.

5. The Park District shall (i) ensure that the portion of the bike and pedestrian path currently running between Park Avenue West to Half Day Road/Route 22 which lies on Lot 1 or Lot 2 (the "Bike Path") continues in existence in substantially the same form and location as existing on the date hereof, and (ii) maintain the Bike Path in good condition and repair by, among other things, providing general maintenance services with respect to the Bike Path that are substantially similar to those provided by the Park District with respect to its other bike and pedestrian paths.

IN WITNESS WHEREOF, the City has executed this Declaration on _____, 2018.

CITY OF HIGHLAND PARK

By: _____

Mayor

ATTEST:

City Clerk

~~July 22,~~October 25, 2018

Exhibit A to Exhibit E
Highland Park Golf Course Plat of Resubdivision

Exhibit B to Exhibit E
Legal Description of Lots 1 and 2

LOT 1 AND LOT 2 OF THE RESUBDIVISION OF HIGHLAND PARK GOLF COURSE,
ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 10, 2004, AS
DOCUMENT 5734339, IN LAKE COUNTY, ILLINOIS

P.I.N. 16-22-101-058; 16-22-101-059

| ~~July 22,~~October 25, 2018

| EXHIBIT F---Lot 3 Lease Agreement

| [TO BE INSERTED – SEPARATE AGREEMENT]

~~July 22,~~October 25, 2018

EXHIBIT G---Lot 4 Shared Use Agreement

[TO BE INSERTED – SEPARATE AGREEMENT]

| ~~July 22,~~October 25, 2018

| EXHIBIT H---Country Club Lease Termination Agreement

| [TO BE INSERTED – SEPARATE AGREEMENT]

~~July 22,~~October 25, 2018

EXHIBIT I---Master Agreement Termination Agreement

[TO BE INSERTED – SEPARATE AGREEMENT]

| ~~July 22,~~October 25, 2018

| EXHIBIT J---Tree Nursery Lease Agreement

| [TO BE INSERTED – SEPARATE AGREEMENT]

~~July 22,~~October 25, 2018

EXHIBIT K---Intentionally Omitted

EXHIBIT L---Permanent Blanket Utility Easement

Prepared by and Return to:

ANCEL, GLINK
140 South Dearborn Street, Sixth Floor
Chicago, Illinois 60603
Attn: Robert K. Bush

**DEDICATION OF
NON-EXCLUSIVE BLANKET UTILITY EASEMENT**

THIS NON-EXCLUSIVE BLANKET UTILITY EASEMENT is made and dedicated this ____ day of _____, 2018, by the Park District of Highland Park.

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, as more specifically described in Exhibit A, attached hereto and incorporated by reference (the "Transfer Property"); and

WHEREAS, pursuant to that certain purchase and sale agreement for the Transfer Property, the Park District shall record a permanent blanket utility easement over the Transfer Property for the purpose of allowing the continued existence and operation of only the existing 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; and

WHEREAS, District shall also grant a utility easement to the City to grant the right to install, maintain, repair and replace a new fiber optic cable under the Transfer Property on or around the location described in Exhibit B.

310963 Prairie Rebuild

NOW, THEREFORE, the Park District of Highland Park hereby dedicates a non-exclusive blanket utility easement across, through and under the Transfer Property according to the terms and conditions set forth below:

1. **Grant of Easement.** District hereby dedicates to the City, and to the owners of the currently existing public and private water, sewer, cable, electrical, gas, and telecommunication equipment and facilities (collectively, the "Grantee Facilities") who have placed such facilities under an agreement, permit, license or franchise (collectively the "Grantees"), a permanent, non-exclusive easement together with all reasonable rights of ingress and egress over, along, upon, and across that portion of the Transfer Property adjacent to the Grantee Facilities necessary for the exercise of the rights herein granted, for the operation, maintenance, repair, modification, replacement, and removal, but not relocation, by the Grantees of the Grantees' Facilities, under and across the Transfer Property (the "Easement"). This easement, and the rights granted herein, shall be assignable by a Grantee to any public or private utility company to further effect this provision.

2. **Designation of Location of Grantees' Facilities.** It is the intent of the Park District to dedicate the Easement described herein to permit the continued maintenance of the Grantee Facilities in their current location, but not to permit the relocation of a Grantee Facility without the District's express written consent, which may be granted or denied in the District's sole discretion.

3. **City Fiber Optic Easement.** District hereby dedicates to the City a permanent, non-exclusive ten foot (10') utility easement to permit and grant the City the right to install, maintain, repair and replace a new fiber optic cable under the Transfer Property on or around the location described in Exhibit B. Once the final location of the fiber optic cable has been determined, Exhibit B shall be replaced with Exhibit B-1 containing a legal description of the ten foot (10') wide easement, the centerline of which shall be the location of the fiber optic cable. Exhibit B-1 shall be subject to approval by both parties. This Non-Exclusive Blanket Utility Easement shall not be recorded until Exhibit B is replaced with Exhibit B-1. The recording of this Non-Exclusive Blanket Utility Easement with an attached Exhibit B-1 shall be conclusive evidence that all parties have agreed to the final location of the fiber optic utility easement. For the purpose of this easement, the City Fiber Optic line shall be considered a Grantee Facility.

4. **Construction.** Any work performed on the Grantee Facilities shall be done and completed in a good and workmanlike manner and according to a schedule for work approved by the District. A Grantee shall give the District not less than 30 days notice of the intent to work on a Grantee Facility and request a schedule for when such work shall not result in an unreasonable interference with the District's use of the Transfer Property. Any replacement of the Grantee Facilities shall be performed utilizing a directional boring or augering method of installation, all at the sole expense of the Grantee.

5. **Restoration; Removal.** Upon completion of any activity on the Transfer Property by a Grantee, its authorized agents, servants, employees, or contractors, such Grantee agrees to (a) replace and grade all topsoil removed by such Grantee; (b) restore all fences,

310963 Prairie Rebuild

roads, plantings, landscaping, and improvements to the condition existing prior to the work if damaged or removed by such Grantee; (c) replace any and all sod removed by such Grantee with sod of like quality; and (d) replace any and all natural grass removed by such Grantee by seeding with a good quality seed. In the event that a Grantee no longer utilizes the Grantee Facilities within the Transfer Property, such Grantee shall either (i) completely remove the Grantee Facilities from the Transfer Property or (ii) otherwise properly abandon the Grantee Facilities in such a manner so as to eliminate the possibility of any damage to the Transfer Property, including without limitation collapse.

6. **Duration.** The duration of the Easement granted herein (the "Term") shall be perpetual, unless any Grantee provides written, recordable notice of its intent to terminate the easement running in such Grantee's favor, in which event all obligations of such Grantee hereunder shall terminate upon such Grantee's recordation of any such notice, save for the obligations described in paragraphs 5 and 10, which shall expressly survive the termination of this Non-Exclusive Blanket Utility Easement.

7. **Successors Bound.** This Easement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this easement, shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners.

8. **Representation of District.** District covenants, warrants and represents that District is seized of the Transfer Property in fee simple and has the right to convey this easement over the same as described herein.

9. **Assignment.** Each Grantee may assign this Agreement, in whole or in part, to any person or entity at any time without the prior written consent of District, including but not limited to an affiliate of Grantee. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all responsibility hereunder. District shall be given written notice of all assignments not less than ten (10) days before the effective date of such assignment.

10. **Hold Harmless.** By exercising the rights herein granted, each Grantee shall be deemed to have agreed to indemnify and save harmless the Park District against all claims, causes of action, suits, damages, demands costs, and expenses (including attorneys' fees), and other charges that may arise, or be alleged to have arisen, out of or in connection with the actions or inactions of the Grantee or its authorized agents, servants, employees, or contractors in the course of exercising the authority granted by this Agreement.

11. **Reservation of Rights.** The Park District hereby reserves the right to use the Transfer Property in any manner that will not prevent or interfere with the exercise by the Grantee of the rights granted hereunder. The Park District shall have the right to grant other non-exclusive easements over, along, upon, or across the Transfer Property, provided such other easements shall not prevent or interfere with the Grantee's use or maintenance of the Grantee Facilities.

310963 Prairie Rebuild

IN WITNESS WHEREOF, the District has executed this Easement under seal as of the day and year set forth below.

PARK DISTRICT OF HIGHLAND PARK

Print Name: Brian Kaplan

Title: President

Date:

ATTEST:

Print Name:

Title: Secretary

[AFFIX CORPORATE SEAL]

State of Illinois)
)
County of Lake)

This instrument was acknowledged before me by Brian Kaplan, who is the President of the Board of Park Commissioners of the Park District of Highland Park, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this ____ day of _____, 2018.

Signature _____

My commission expires: _____

NOTARY SEAL

310963 Prairie Rebuild

Exhibit A
Transfer Property

310963 Prairie Rebuild

Exhibit B
City Fiber Optic Cable Easement

4828-2854-8192, v. 1

310963 Prairie Rebuild

EXHIBIT M---Location of Fiber Optic Cable

Pre-Detailed Design Draft - Proposed Fiber Run - Country Club

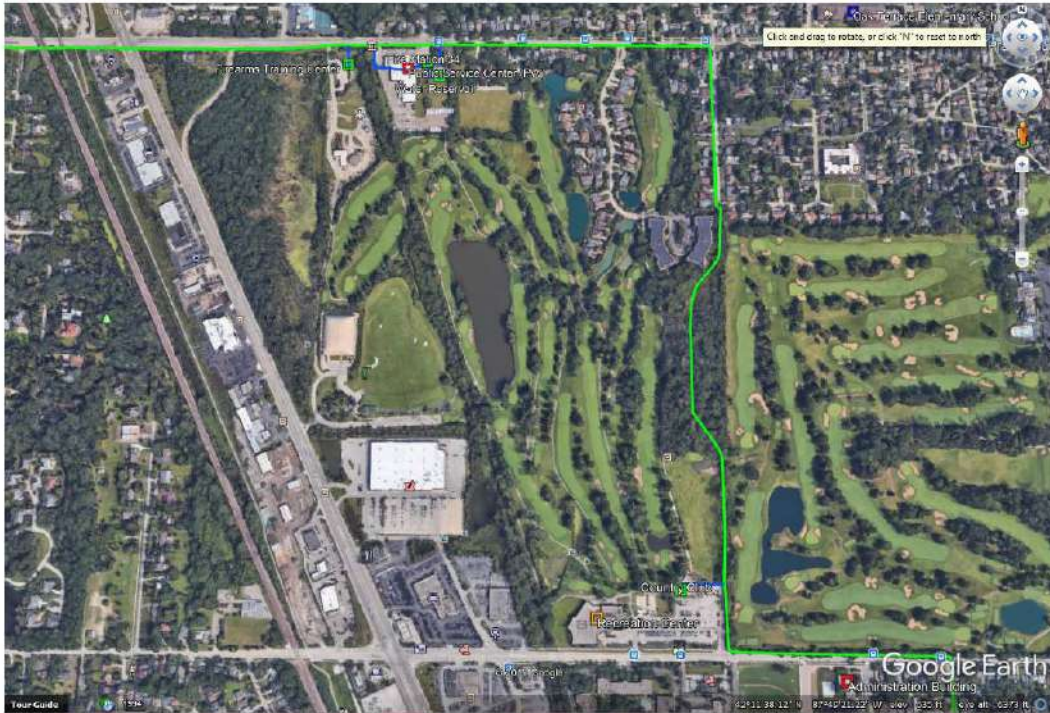


EXHIBIT N---Transfer Property Permitted Exceptions

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.~~
- ~~e. 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 22, October 25, 2018

Exhibit F-
-
Depiction of Nursery Property

July 22, October 25, 2018

EXHIBIT G

~~LOCATION OF FIBER OPTIC CABLE EASEMENT~~

#58966632_v25

Document comparison by Workshare Compare on Thursday, October 25, 2018
3:01:12 PM

Input:	
Document 1 ID	interwovenSite://HKDMS/Active/58966632/2
Description	#58966632v2<Active> - HPCC Transfer Agreement
Document 2 ID	interwovenSite://HKDMS/Active/58966632/5
Description	#58966632v5<Active> - HPCC Transfer Agreement October 2018
Rendering set	Standard

Legend:	
	<u>Insertion</u>
	Deletion
	Moved from
	<u>Moved to</u>
	Style change
	Format change
	Moved deletion
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
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Deletions	116
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	365

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

(Tree Nursery)

This ~~Intergovernmental~~intergovernmental Tree Nursery Lease Agreement (the "Lease") is entered into as of _____, 2018, (the "Effective ~~Eate~~"Date (as hereinafter defined)) 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 Park District are sometimes hereinafter referred to individually as a "Party" or jointly as the "Parties";.

WITNESSETH:

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

WHEREAS, pursuant to ~~the purchase and sale agreement~~that certain Intergovernmental Agreement for ~~the~~ Transfer of Property, the dated as of _____, 2018 by and between the City and the Park District (the "Transfer Agreement"), the Park District shall lease back 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 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 Park District leases to the City and the City leases from the Park District for the ~~term~~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 Closing Date (as defined in the Transfer Agreement) (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, then the Park District may not terminate ~~the~~this Lease without the City's consent. The ~~parties~~Parties understand that during the ~~term~~Term of this Lease circumstances may change so as to suggest alteration of the ~~agreement~~terms hereof to be in the best interests of the ~~parties~~Parties and the community. Therefore, during the year of every ten (10) year anniversary of this ~~agreement~~Lease, the ~~parties~~Parties shall meet to discuss whether amending this Lease in any way would be in the best interests of the ~~parties~~Parties and the community. In the absence of any agreed upon changes, ~~the~~this Lease shall remain in full

force and effect. In addition, if the ~~parties~~ 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 maintenance of all of the grounds ~~and complying with Exhibit B.~~
4. Use. Except as otherwise provided herein or with the Park District's prior written consent, which consent may be withheld in the Park District's sole discretion, the City shall operate the Nursery Property as a tree nursery, subject to the ~~condition~~ conditions set forth below:
 - ~~a. — The terms and conditions of the City's use of the Nursery Property are set forth on attached Exhibit D;~~
 - a. ~~b.~~ The Nursery Property shall be available to the Park District, its officers, employees, invitees and guests for educational purposes in furtherance of the Park District's public recreational purpose and mission, provided such educational use shall not unreasonably interfere with the City's use of the Nursery Property;
 - b. ~~e.~~ The City shall not store or stage equipment on the Nursery Property when it is not needed for active nursery operations;
 - c. ~~d.~~ The City shall provide vehicular and pedestrian access, solely for maintenance purposes, from the Public Services Center across the Nursery Property to the

remainder of Lot 1 of the Transfer Property, provided that ~~notification~~notice of access is provided to the City a minimum of 24 hours in advance;

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

e. ~~f.~~The City shall not operate the Nursery Property in a manner that is 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 PARK 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 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~~EXPIRATION OR EARLIER TERMINATION OF THIS ~~AGREEMENT~~LEASE.

6. Surrender. On the termination date of this Lease, the City shall surrender the Nursery Property to the Park 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 Park 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 Park District and its agents and employees and independent contractors designated by the Park District shall have the right to enter upon the Nursery Property and all portions thereof at any time during the ~~term~~Term of ~~the~~this Lease, provided notice is ~~provided~~given to the City in advance, for the purpose of inspecting the Nursery Property and for the enforcement of ~~the~~this 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 Park District for such new alternations or additions, which consent shall not be unreasonably withheld.
11. Insurance. The Parties shall obtain and maintain during the Term insurance coverages in accordance with Exhibit ED. 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. Park District Default. In the event of a default by the Park District in the performance or observance of any of the Park District's duties or obligations herein contained, and upon the failure of the 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, 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 City to cure such default within ten (10) days following written notice thereof from the Park District (or such longer period of time as may be necessary to cure such default by applying consistent, uninterrupted diligence), the Park District, at its option, may seek all available legal and equitable remedies.
13. Termination.

- a. Except as ~~previed~~provided in this Section 13, 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 Park 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 Park 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 Nursery Property at the City's sole cost and expense.
 - c. This Lease may be terminated by the Park District if, in the Park 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 Park District shall give the City no less than 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 Nursery Property. After termination, the Park District may remove and dispose, at the City's expense, any items not previously removed by the City.
14. Assignment. The City may not sublet or assign all or any portion of its interest in this Lease. For purposes of this ~~paragraph~~Section 14, 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.

15. ~~CONTRACTOR INSURANCE~~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~~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~~Party as an additional insured on all required coverages.

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 the date of actual receipt during normal business hours. By notice complying with the requirements of this Section, each ~~party~~Party has the right to change the address or the addressee, or both, for all future notices and communications to such ~~party~~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

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.
18. Entire Agreement. This Lease constitutes the entire agreement between the ~~parties~~Parties with respect to the ~~lease~~leasing of the Nursery Property by the City, and this Lease supersedes every prior agreement and negotiation between the ~~parties~~Parties, whether written or oral, relating to the subject matter of this Lease.
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.
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~~Parties to this Lease in accordance with all applicable statutory procedures.
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.
22. Force Majeure. Neither ~~party~~Party shall be held in default under, or in noncompliance with, the provisions of ~~the~~this 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~~Party’s ability to anticipate or control. Non-compliance or default attributable to Force Majeure shall be corrected as soon as practicable. The ~~party~~Party suffering the Force Majeure shall send notice as soon as reasonably practicable following the onset and conclusion of the Force Majeure.

| ~~July 22,~~October 26, 2018

| [SIGNATURE PAGE TO FOLLOW]

~~July 22,~~October 26, 2018

IN WITNESS WHEREOF, each of the Parties has caused this ~~Agreement~~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

~~July 22,~~October 26, 2018

LIST OF EXHIBITS

EXHIBIT A: Depiction of the Nursery Property

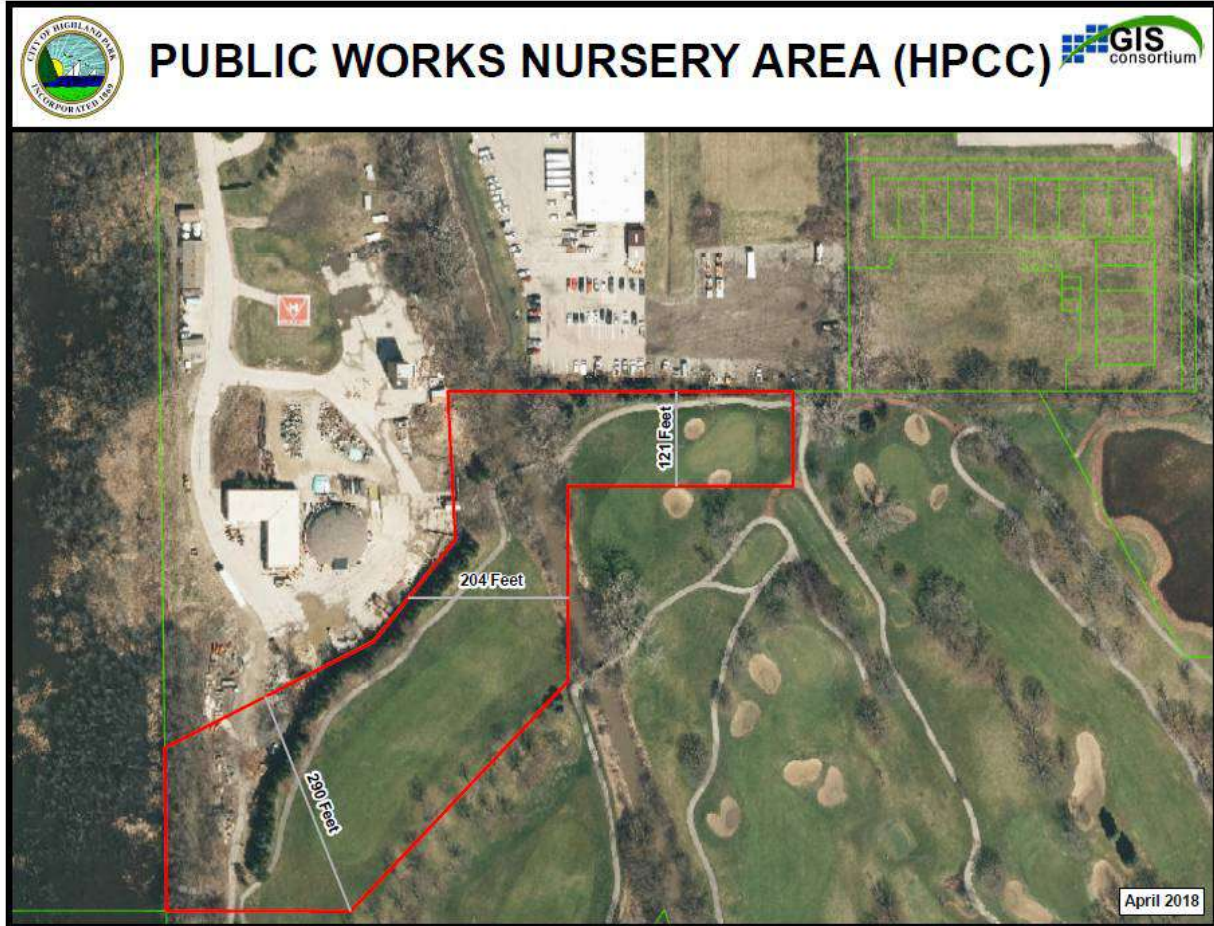
EXHIBIT B Intentionally Omitted

EXHIBIT C Conservation Easements

EXHIBIT D Insurance Coverages

EXHIBIT "A"

~~LEGAL DESCRIPTION AND~~ DEPICTION OF THE NURSERY PROPERTY



~~July 22,~~October 26, 2018

EXHIBIT "B"

INTENTIONALLY OMITTED

EXHIBIT "C"
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.

EXHIBIT “~~E~~D”

INSURANCE COVERAGES

A. Minimum Limits of Insurance

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.
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 both 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. Each Party, its officers, officials, employees, and agents are to be covered as additional insureds on all coverages/policies of the other Party.
- b. Coverage shall state that 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.

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, each Party shall furnish the other Party with certificates of insurance and with original endorsements if applicable effecting coverage

July 22, October 26, 2018

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.

4813-7950-5516, v. 1-6305-6236, v. 1
#58966780_v25

Document comparison by Workshare Compare on Friday, October 26, 2018
7:11:13 AM

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Document 1 ID	interwovenSite://HKDMS/Active/58966780/2
Description	#58966780v2<Active> - HPCC Tree Nursery Lease July 2018
Document 2 ID	interwovenSite://HKDMS/Active/58966780/5
Description	#58966780v5<Active> - HPCC Tree Nursery Lease October 2018
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	102
Deletions	61
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	163



To: Board of Park Commissioners

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

Date: November 5, 2018

Subject: Bills presented for the Board's review on November 5, 2018.
Checks written October 19, 2018 through November 1, 2018.

BILLS

<u>DATE</u>	<u>AMOUNT</u>
October 22, 2018	\$ 350.00
October 22, 2018	\$ 275.00
November 1, 2018	\$ 1,382.18
November 1, 2018	\$ 308,977.72
Void Payments	\$ -
Bank Drafts	\$ 58,269.06
P-Card	\$ 217,234.66
TOTAL	\$ 586,488.62

PAYROLL DISBURSEMENTS

TOTAL

GRAND TOTAL



Park District of Highland Park, IL

Check Register

Packet: APPKT01769 - 20181022 2

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP-AP BANK						
15750	LUDY GERARDI	10/22/2018	Regular	0.00	350.00	182426
<u>FTSF181026</u>	Invoice	10/18/2018	797 10/26/18 event	0.00	350.00	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	350.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	350.00



Park District of Highland Park, IL

Check Register

Packet: APPKT01771 - 20181022 4

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						
15530	JENSEN ENTERTAINMENT INC	10/22/2018	Regular	0.00	275.00	182427
<u>18-337</u>	Invoice	10/22/2018	797 10/26/18 event	0.00	275.00	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	275.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	275.00



Park District of Highland Park, IL

Check Register

Packet: APPKT01781 - 11012018 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*	11/01/2018	Regular	0.00	1,382.18	182492
<u>2990529007 102</u>	Invoice	10/22/2018	1201 Park Ave W 09/21/18-10/22/18	0.00	1,382.18	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	1,382.18
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	1,382.18



Park District of Highland Park, IL

Check Register

Packet: APPKT01780 - 20181101 2

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP-AP BANK						
17336	1000 DEERFIELD ROAD CONDO ASSC	11/01/2018	Regular	0.00	20.00	182428
<u>639172</u>	Invoice	10/26/2018	Refund	0.00	20.00	
10006	3301-NCPERS - IL IMRF	11/01/2018	Regular	0.00	32.00	182429
<u>101918</u>	Invoice	10/19/2018	NCPERS Group Life Insurance	0.00	32.00	
17606	ANN SHAFER	11/01/2018	Regular	0.00	22.95	182430
<u>642769</u>	Invoice	10/30/2018	Refund	0.00	22.95	
10420	CENTERPOINT ENERGY SERVICES, IN	11/01/2018	Regular	0.00	3,753.78	182431
<u>7064771</u>	Invoice	10/26/2018	09/01/18-09/30/18	0.00	3,753.78	
10502	CITY OF HIGHLAND PARK	11/01/2018	Regular	0.00	1,200.00	182432
<u>504436</u>	Invoice	10/23/2018	29-78 Golf Cart Sales	0.00	1,200.00	
17592	CLASSIC TILE INC	11/01/2018	Regular	0.00	107.00	182433
<u>5698</u>	Invoice	10/18/2018	326 Tile wall supplies	0.00	107.00	
17594	COLLEEN MANN	11/01/2018	Regular	0.00	6.00	182434
<u>641864</u>	Invoice	10/29/2018	Refund	0.00	6.00	
10537	COMED	11/01/2018	Regular	0.00	1,382.19	182435
<u>2990529007 102</u>	Invoice	10/22/2018	Rec Center 09/21/18-10/22/18	0.00	1,382.19	
10537	COMED	11/01/2018	Regular	0.00	752.06	182436
<u>1814767015 101</u>	Invoice	10/19/2018	Egandale Sec Light at Boat Beach,Cuniff09	0.00	65.47	
<u>7261044014 102</u>	Invoice	10/22/2018	1240 Fredrickson 09/21/18-10/22/18	0.00	686.59	
16142	CONSTELLATION NEWENERGY INC	11/01/2018	Regular	0.00	20,351.92	182437
<u>13012543801</u>	Invoice	10/20/2018	September-October 2018	0.00	7,462.53	
<u>13012543801 10</u>	Invoice	10/20/2018	August-September 2018	0.00	12,889.39	
10673	DEERFIELD HIGH SCHOOL - CHORUS	11/01/2018	Regular	0.00	1,000.00	182438
<u>101218</u>	Invoice	10/12/2018	801 10/12/18 event volunteer actors	0.00	1,000.00	
17596	ELLEN ROMICK	11/01/2018	Regular	0.00	5.87	182439
<u>638430</u>	Invoice	10/25/2018	Refund	0.00	5.87	
17589	FAIRYTALE ENTERTAINMENT PARTY:	11/01/2018	Regular	0.00	760.00	182440
<u>8776</u>	Invoice	10/09/2018	823 07/04/19 entertainment deposit	0.00	760.00	
17426	GENESIS ELECTRIC INC	11/01/2018	Regular	0.00	13,702.80	182441
<u>2</u>	Invoice	10/10/2018	Sunset Valley Cart Barn Electric final pay	0.00	13,702.80	
10974	GEWALT HAMILTON ASSOCIATES, IN	11/01/2018	Regular	0.00	6,177.50	182442
<u>5430_100-2G</u>	Invoice	10/18/2018	70-11 PDHP Danny Cuniff Tennis Desig	0.00	6,177.50	
17541	GOVTEMPS USA, LLC	11/01/2018	Regular	0.00	10,430.00	182443
<u>2636529</u>	Invoice	10/11/2018	01-11 09/24/18-10/07/18	0.00	4,847.50	
<u>2646399</u>	Invoice	10/25/2018	01-11 10/08/18-10/21/18	0.00	5,582.50	
11009	GRANDI BROS.	11/01/2018	Regular	0.00	335.18	182444
<u>1503805</u>	Invoice	10/17/2018	01-14 Spark plugs	0.00	125.00	
<u>1503834</u>	Invoice	10/17/2018	01-14 Oil cap,gas cap,belts,chains - chain	0.00	210.18	
17556	HEY AND ASSOCIATES, INC	11/01/2018	Regular	0.00	9,920.00	182445
<u>18-0054-9323</u>	Invoice	10/15/2018	70-11 HPCC Planning	0.00	9,920.00	
11109	HIGHLAND PARK HIGH SCHOOL	11/01/2018	Regular	0.00	1,000.00	182446

Check Register

Vendor Number Payable #	Vendor DBA Name Payable Type	Payment Date Payable Date	Payment Type Payable Description	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
<u>101218</u>	Invoice	10/12/2018	801 10/12/18 event volunteer actors	0.00	1,000.00	
11179 <u>200008731</u>	ILLINOIS ASSOC OF PARK DIST. Invoice	11/01/2018 10/19/2018	Regular 01-11 Executive Director search service -	0.00 0.00	5,200.00 5,200.00	182447
11189 <u>1103</u>	ILLINOIS GIRLS LACROSSE ASSOC. Invoice	11/01/2018 09/26/2018	Regular 2018 Fall league fees	0.00 0.00	1,935.05 1,935.05	182448
17582 <u>631013</u>	JACKIE EISENBERG Invoice	11/01/2018 10/18/2018	Regular Refund	0.00 0.00	58.00 58.00	182449
17600 <u>638246</u>	JCC AT AM SHALOM Invoice	11/01/2018 10/25/2018	Regular Refund	0.00 0.00	43.00 43.00	182450
16866 <u>101218</u>	JEFF COHEN CREATIVE LTD Invoice	11/01/2018 10/12/2018	Regular 01-22 13ninety Food photography	0.00 0.00	495.00 495.00	182451
17605 <u>101618</u>	JENNIFER SCHOTT Invoice	11/01/2018 10/16/2018	Regular Refund	0.00 0.00	5.00 5.00	182452
15278 <u>634745</u>	JOE HARRISON Invoice	11/01/2018 10/22/2018	Regular Refund	0.00 0.00	100.00 100.00	182453
17578 <u>630935</u>	JOHN FRANKE Invoice	11/01/2018 10/18/2018	Regular Refund	0.00 0.00	65.62 65.62	182454
17593 <u>641973</u> <u>641978</u>	JULIA CLAYBORNE Invoice Invoice	11/01/2018 10/29/2018 10/29/2018	Regular Refund Refund	0.00 0.00 0.00	38.60 9.60 29.00	182455
17213 <u>636244</u>	KAREN GOLDBERG Invoice	11/01/2018 10/23/2018	Regular Refund	0.00 0.00	19.95 19.95	182456
17076 <u>#PAR073118</u>	KACE COMMUNICATIONS LLC Invoice	11/01/2018 07/31/2018	Regular 70-11 SVGC Clubhouse V/D,Speakers,TV'	0.00 0.00	25,694.00 25,694.00	182457
11612 <u>1022-41170</u>	LITTLE TOMMY'S PLUMBING Invoice	11/01/2018 09/10/2018	Regular 70-11 Excavate sewer,install backwater c	0.00 0.00	3,489.00 3,489.00	182458
17341 <u>200 101918</u>	LORI KAY PADEN Invoice	11/01/2018 10/19/2018	Regular FC Trainings	0.00 0.00	1,075.00 1,075.00	182459
16889 <u>637061</u>	MANORS OF HIGHLAND PARK Invoice	11/01/2018 10/24/2018	Regular Refund	0.00 0.00	50.00 50.00	182460
16937 <u>636256</u>	MARIA RUBIO Invoice	11/01/2018 10/23/2018	Regular Refund	0.00 0.00	16.39 16.39	182461
16875 <u>103018</u>	MARIANA HENRIQUES - PETTY CASH Invoice	11/01/2018 10/30/2018	Regular Petty cash reimbursed	0.00 0.00	197.83 197.83	182462
17599 <u>638461</u>	MARK MEHLMAN Invoice	11/01/2018 10/25/2018	Regular Refund	0.00 0.00	43.00 43.00	182463
15060 <u>20318</u>	NORTH SHORE TROPHY Invoice	11/01/2018 10/08/2018	Regular 01-22 & 29-42 2 plaques	0.00 0.00	1,951.00 1,951.00	182464
16809 <u>636198</u>	MICHAEL WEST Invoice	11/01/2018 10/23/2018	Regular Refund	0.00 0.00	100.00 100.00	182465
17581 <u>631005</u>	MICHELLE VAIL Invoice	11/01/2018 10/18/2018	Regular Refund	0.00 0.00	30.30 30.30	182466
17106 <u>102418</u>	MISS CATHY MUSIC INC Invoice	11/01/2018 10/24/2018	Regular 308 2018 Fall class fee	0.00 0.00	873.60 873.60	182467
17580	NANCY PASTROFF	11/01/2018	Regular	0.00	84.00	182468

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>630997</u>	Invoice	10/18/2018	Refund	0.00	84.00	
11901	NELS J JOHNSON TREE EXPERT INC	11/01/2018	Regular	0.00	1,075.00	182469
<u>124168</u>	Invoice	10/16/2018	70-11 Tree removal	0.00	1,075.00	
13604	NORTH SHORE GAS	11/01/2018	Regular	0.00	886.89	182470
<u>0601145072-000</u>	Invoice	10/18/2018	RCHP 09/13/18-10/15/18	0.00	886.89	
17602	NUESTRO VERANO CAMP	11/01/2018	Regular	0.00	70.00	182471
<u>638213</u>	Invoice	10/25/2018	Refund	0.00	70.00	
17601	OASIS SUMMER DAY CAMP	11/01/2018	Regular	0.00	200.00	182472
<u>638235</u>	Invoice	10/25/2018	Refund	0.00	100.00	
<u>638235-1</u>	Invoice	10/25/2018	Refund	0.00	100.00	
17604	OSKAR HRACH	11/01/2018	Regular	0.00	255.00	182473
<u>636253</u>	Invoice	10/23/2018	Refund	0.00	255.00	
11998	PARK DISTRICT RISK MGMT AGCY	11/01/2018	Regular	0.00	147,006.69	182474
<u>1018133H</u>	Invoice	10/30/2018	Health Invoice	0.00	147,006.69	
11998	PARK DISTRICT RISK MGMT AGCY	11/01/2018	Regular	0.00	210.00	182475
<u>1535045715</u>	Invoice	09/20/2018	01-14 09/20/18 Training - A. Gilland	0.00	35.00	
<u>1535045936</u>	Invoice	09/20/2018	01-14 09/20/18 Training - B. Dumas	0.00	35.00	
<u>1535046020</u>	Invoice	09/20/2018	01-14 09/20/18 Training - J. Hackbarth	0.00	35.00	
<u>1535046066</u>	Invoice	09/20/2018	01-14 09/20/18 Training - R. Maldonado	0.00	35.00	
<u>1535046089</u>	Invoice	09/20/2018	01-14 09/20/18 Training - R. Mathy	0.00	35.00	
<u>1535046116</u>	Invoice	09/20/2018	01-14 09/20/18 Training - A. Gross	0.00	35.00	
11998	PARK DISTRICT RISK MGMT AGCY	11/01/2018	Regular	0.00	2,040.92	182476
<u>110118</u>	Invoice	11/01/2018	Health Invoice	0.00	2,040.92	
11998	PARK DISTRICT RISK MGMT AGCY	11/01/2018	Regular	0.00	30,537.26	182477
<u>1018133</u>	Invoice	10/30/2018	Property/Liability/Workers Comp/Emp	0.00	30,537.26	
16993	POLSINELLI PC	11/01/2018	Regular	0.00	1,980.00	182478
<u>1580218</u>	Invoice	10/06/2018	Professional Services	0.00	1,980.00	
17598	PRERNA PASULKA	11/01/2018	Regular	0.00	96.00	182479
<u>638454</u>	Invoice	10/25/2018	Refund	0.00	96.00	
17579	RITA HOVORKA	11/01/2018	Regular	0.00	32.30	182480
<u>630945</u>	Invoice	10/18/2018	Refund	0.00	32.30	
15260	SANDRA ARELLANO	11/01/2018	Regular	0.00	124.90	182481
<u>644023</u>	Invoice	10/31/2018	Refund	0.00	38.20	
<u>644024</u>	Invoice	10/31/2018	Refund	0.00	86.70	
17431	SUE MONSEN - PETTY CASH	11/01/2018	Regular	0.00	20.39	182482
<u>102418</u>	Invoice	10/24/2018	Petty Cash Reimbursed	0.00	20.39	
17597	SUSAN SOLOMON	11/01/2018	Regular	0.00	82.00	182483
<u>638440</u>	Invoice	10/25/2018	Refund	0.00	82.00	
12551	THE BRAVE WAY, LLC	11/01/2018	Regular	0.00	60.45	182484
<u>181013-01</u>	Invoice	10/15/2018	557 10/15/18 Class Instructor fee	0.00	60.45	
17603	THOMAS DECKER	11/01/2018	Regular	0.00	30.60	182485
<u>636258</u>	Invoice	10/23/2018	Refund	0.00	30.60	
12665	TYLER TECHNOLOGIES, INC	11/01/2018	Regular	0.00	9,284.06	182486
<u>025-236428</u>	Invoice	10/01/2018	Maintenance 11/01/18-10/31/19	0.00	9,284.06	
12703	UNITED WAY OF METRO CHICAGO	11/01/2018	Regular	0.00	24.00	182487
<u>102618</u>	Invoice	10/26/2018	United Way	0.00	24.00	

Check Register

Packet: APPKT01780-20181101 2

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
17591 <u>101118</u>	ALL IN ATHLETICS Invoice	11/01/2018 10/11/2018	Regular 127 4 Travel basketball tournaments	0.00 0.00	850.00 850.00	182488
17595 <u>641856</u>	WILLIAM WHITT Invoice	11/01/2018 10/29/2018	Regular Refund	0.00 0.00	33.31 33.31	182489
17301 <u>4526139808</u>	WILSON SPORTING GOODS Invoice	11/01/2018 10/05/2018	Regular 29-55 Grips, Racquets	0.00 0.00	432.02 432.02	182490
17515 <u>70629993</u>	WINDSTREAM Invoice	11/01/2018 10/22/2018	Regular October 2018	0.00 0.00	1,122.34 1,122.34	182491

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	76	64	0.00	308,977.72
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
	76	64	0.00	308,977.72



Park District of Highland Park, IL

Check Register

Packet: APPKT01775 - 10302018 2

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: PAYROLL-PAYROLL BANK						
10058	AFLAC	10/30/2018	Bank Draft	0.00	1,130.79	DFT0001911
<u>AFLAC 102618</u>	Invoice	10/26/2018	AFLAC 10/26/18	0.00	1,130.79	
11161	ICMA RETIREMENT TRUST #302037	10/30/2018	Bank Draft	0.00	7,176.29	DFT0001912
<u>ICMA 457 10261</u>	Invoice	10/26/2018	Wire Transfer ICMA 457 Deferred Comp	0.00	7,176.29	
12825	ICMA RETIREMENT TRUST #705568	10/30/2018	Bank Draft	0.00	325.00	DFT0001913
<u>ICMA Roth 10261</u>	Invoice	10/26/2018	Wire Transfer ICMA Roth	0.00	325.00	
11177	ILL MUNICIPAL RETIREMENT FUND	10/30/2018	Bank Draft	0.00	49,636.98	DFT0001914
<u>IMRF October 20</u>	Invoice	10/26/2018	IMRF 10/26/18	0.00	49,636.98	

Bank Code PAYROLL Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	4	4	0.00	58,269.06
EFT's	0	0	0.00	0.00
	4	4	0.00	58,269.06



Park District of Highland Park, IL

Check Register

Packet: APPKT01767 - 20181022 1

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP-AP BANK						
10313	BOA P-CARD STATEMENTS	10/22/2018	Bank Draft	0.00	217,234.66	DFT0001900
<u>100518</u>	Invoice	10/05/2018	P-Card with PA	0.00	217,234.66	

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	217,234.66
EFT's	0	0	0.00	0.00
	1	1	0.00	217,234.66

P-Card Transactions
09/08/18 - 10/07/18

Vendor Name	Transaction Count	Amount Total
13 NINETY	1	\$500.00
13 NINETY BY OPEN KITC	1	\$79.50
2XL CORP/CARE-GYMWIPES	1	\$700.00
4IMPRINT	1	\$739.41
AAU MEMBERSHIPS	1	\$16.00
ABC BUSINESS FORMS INC	2	\$154.01
ACT USTA TOURN	3	\$84.00
AGFA CORP	2	\$245.30
AIR COMFORT CORPORATIO	1	\$3,687.76
ALL IN ATHLETICS LLC	2	\$1,735.00
ALPHA PRIME WIRELESS C	1	\$610.00
AMAZON.COM AMZN.COM/BI	3	\$495.81
AMAZON.COM MT0C42HF1 A	1	\$37.36
AMAZON.COM MT3FE5X20 A	1	\$272.50
AMAZON.COM MT3KA61K0 A	1	\$119.84
AMAZON.COM MT4S45PJ0 A	1	\$175.12
AMAZON.COM MT5MI63J0 A	1	\$2,608.55
AMAZON.COM MT7ZZ2DO2 A	1	\$25.15
AMERICAN BUILDING SERV	2	\$136.00
AMERICAN HOTEL REGISTE	1	\$248.94
AMZN Mktp US	3	(\$25.73)
AMZN MKTP US AMZN.COM/	5	\$497.74
AMZN MKTP US MT0AH1GW0	1	\$111.12
AMZN Mktp US MT0EZ21E1	1	\$40.54
AMZN Mktp US MT0TK6AQ2	1	\$34.14
AMZN Mktp US MT25J7621	1	\$99.84
AMZN MKTP US MT2XG4CB0	1	\$49.79
AMZN Mktp US MT3CG6FO2	1	\$86.62
AMZN Mktp US MT3HM3QI2	1	\$599.96
AMZN Mktp US MT4PG1QX1	1	\$19.99
AMZN MKTP US MT5G24XW1	1	\$29.99
AMZN Mktp US MT5J66NK0	1	\$43.52
AMZN Mktp US MT5JO5TJ1	1	\$5.87
AMZN Mktp US MT5MK6JO1	1	\$24.22
AMZN Mktp US MT5TC5BQ2	1	\$13.95
AMZN MKTP US MT5XD1AE1	1	\$189.52
AMZN MKTP US MT5ZV8Q00	1	\$121.12
AMZN Mktp US MT6R42652	1	\$100.89
AMZN Mktp US MT7MK0EA0	1	\$59.99
AMZN Mktp US MT7U385D0	1	\$24.23
AMZN Mktp US MT8XF9QF0	1	\$53.34
AMZN MKTP US MT95L6EA0	1	\$20.98
AMZN MKTP US MT99W98X2	1	\$15.98
AMZN Mktp US MT9EC2V82	1	\$6.39
ANCHOR INDUSTRIES	1	\$1,905.00
ANDERSON LOCK CO	1	\$323.41
ANDERSON PEST SOLUTION	1	\$415.59
ANTONS FRUIT RANCH	1	\$15.65
AQUAVISIONS	1	\$196.25
Associated Electrical	1	\$9,160.00
AT&T PREMIER EBIL	1	\$1,438.68

P-Card Transactions

09/08/18 - 10/07/18

ATT BUS PHONE PMT	3	\$2,187.54
AUTOMATIC ICEMAKERS	1	\$300.00
AVALON PETROLEUM	1	\$7,118.28
BANNER PLUMBING SUPPLY	4	\$77.94
BATTERIES PLUS #0576	1	\$67.47
BEST BUY MHT 00008490	1	\$50.00
BHFX #10	2	\$95.00
BIG ASS FANS	1	\$4,130.00
BLS SPAMTITAN	1	\$180.00
BSN SPORTS LLC	1	\$121.97
BUCK BROS INC LIBERTYV	1	\$44.80
BURRIS EQUIPMENT CO	1	\$157.69
CHICAGO TRIB SUBSCRIPT	1	\$51.87
CLIFFORD WALD AND COMP	1	\$296.99
CLUCKERS CHARCOAL CHIC	1	\$113.49
COMCAST	1	\$11,685.04
COMCAST CHICAGO	1	\$144.85
COMCAST CHICAGO CS 1X	8	\$1,607.28
CONSERV FS INC	1	\$2,428.00
CONTAINERSTORENORTHBRO	1	\$11.94
COSTUME GALLERY	1	\$225.00
CRAFTWOOD LUMBER & HAR	29	\$601.74
CRAINS CHIC SUBSCRIP	1	\$84.00
CVS/PHARMACY #08980	1	\$5.73
CYGANY INC	1	\$570.00
DADANT AMERICAN BEE J	1	\$793.55
DIDIER FARMS.	2	\$1,104.48
DIGILOCK	1	\$692.75
DIRECT FITNESS SOLUTIO	1	\$3,500.00
DISCOUNTMUGS.COM	1	\$189.00
DISPLAYS2GO	1	\$106.92
DK ORGANICS	10	\$3,585.60
DOLLAR TREE	2	\$67.00
DOMESTIC UNIFORM IL	1	\$231.50
DROP ZONE	3	\$675.00
DROPBOX MJFZ3P6PV48G	1	\$9.99
DTV DIRECTV SERVICE	3	\$772.17
DUNBAR ARMORED	1	\$2,056.61
DUNKIN #352356	1	\$30.98
ECOLAB INC MF	3	\$1,929.58
ENERGY PRODUCTIONS	1	\$1,025.00
ENTRYEEZE	1	\$125.00
Everything Engravable	1	\$23.00
FACEBK 3FJ3WGS4D2	1	\$237.48
FACEBK XHYNMGN4D2	1	\$750.00
FACTORY CLEANING EQUIP	1	\$305.22
FISH TECH	3	\$26.91
FLOOR INNOVATIONS INC	1	\$1,847.70
FOOD AT ROSATIS PIZZA	1	\$108.70
FORE SUPPLY CO.	1	\$54.80
FORESTRY SUPPLIERS INC	1	\$204.49
FOX VALLEY FIRE AND SA	2	\$879.50

P-Card Transactions

09/08/18 - 10/07/18

G&O THERMAL SUPPLY CO	2	\$409.74
GOLF ASSOCIATES ADVERT	1	\$924.00
GOODWILL RETAIL #091	1	\$162.25
GOOGLE GSUITE PDHP.ORG	1	\$4.16
GREAT LAKE TURF LLC	1	\$411.13
GROWER EQUIPMENT & SUP	1	\$251.26
HALDEMAN-HM ANDERSON L	1	\$6,411.00
HALOGEN SUPPLY COMPANY	2	\$420.00
HOMEDEPOT.COM	1	\$219.49
HOUSTON PROTECTION & I	1	\$988.12
HUNZINGER WILLIAMS INC	1	\$2,197.50
IDLEWOOD ELECTRIC SUPP	10	\$821.92
IMPERIAL SURVEILLANCE,	7	\$4,715.00
INDEED	3	\$239.72
INT IN EXTRACTOR CORP	2	\$2,500.00
INT IN IRELAND HEATIN	3	\$1,853.10
INT IN ROCKSOLID LLC	1	\$159.70
INT IN SOUND OF MUSIC	2	\$30,100.00
INT IN T2 SITE AMENIT	1	\$10,501.68
INT IN THE POTTER'S S	1	\$84.70
INTEGRITY FITNESS	2	\$620.63
INTERNATIONAL TRANSACTION	1	\$1.44
IPRA	1	\$9.00
J2 EFAX SERVICES	1	\$33.90
JEWEL-OSCO	13	\$320.70
JEWEL-OSCO # 3475	1	\$5.00
JOHNSTONE SUPPLY OF VH	1	\$26.25
JORSON AND CARLSON COM	1	\$427.52
K & M PRINTING	1	\$159.00
KEYTH TECHNOLOGIES	1	\$890.00
LAKESHORE IT SOLUTIONS	2	\$6,460.13
LAKESHORE RECYCLING SY	14	\$4,632.95
LIFE FITNESS	1	\$100.23
LIFEGUARD STORE - ONLI	1	(\$67.79)
LINKSOUL	3	\$1,242.30
LITTLE TOMMY S PLUMBIN	1	\$649.00
MAILCHIMP MONTHLY	1	\$240.00
MARIANOS #533	2	\$42.02
MARIANOS #542	1	\$14.97
MARK VEND CO.	2	\$309.38
MASTER CLEANERS	1	\$50.00
MENARDS 3327	1	\$39.96
MENONI AND MOCOJNI	7	\$1,233.43
METAVANTE-TDS CONV FEE	1	\$1.95
MJLLCDBANEW	2	\$590.00
MONOPRICE, INC.	1	\$95.48
MUTUAL ACE HARDWARE &	26	\$1,028.43
NAPA AUTO PARTS	37	\$1,999.86
NIKEGOLF	1	\$1,859.49
NORTH SHORE FAUCETS	2	\$254.88
NORTH SHORE POOL &	1	\$3,580.00
OFFICESUPPLY.COM	3	\$807.10

P-Card Transactions

09/08/18 - 10/07/18

OTC BRANDS, INC.	2	\$297.38
P & W GOLF SUPPLY LLC	3	\$2,045.44
PARK DISTRICT OF HIGHL	3	\$3.00
PARTSTREE COM	1	\$206.01
PARTY CITY 168	1	\$50.97
PERFECT PROMOTIONS	1	\$98.12
PICKLEBALLCENTRAL	1	\$91.98
PIER 1 IMPORTS00012617	2	\$9.72
PIEROS PIZZA - MOTO	1	\$85.75
POSITIVE PROMOTIONS IN	1	\$67.95
QUICKSCORES COM	3	\$142.00
READYREFRESH BY NESTLE	2	\$252.10
Recycle Away, LLC	1	\$1,203.45
REINDERS - BUFFALO GRO	1	\$169.50
REINDERS - SUSSEX CS	3	\$1,437.80
ROSATIS PIZZA - BANNOC	1	\$150.91
RUSH TRK CTR HUNTLEY	1	\$6,954.73
S&S WORLDWIDE	2	\$336.50
SAMS CLUB #8184	1	\$329.64
SANTO SPORT STORE	9	\$9,803.77
SENNECA HOLDINGS	1	\$539.94
SHELL OIL 57444168207	1	\$47.44
SIPLAY (TM)-TOURNEYFEE	2	\$1,649.84
SKOKIE VALLEY CLEANERS	1	\$892.35
SLE EQUIPMENT	1	\$345.99
SMITHEREEN PEST MANAGE	3	\$162.00
SNAP GEOFILTERS	1	\$25.13
SP TINYPIECES	1	\$74.00
SPIRIT HALLOWEEN 60636	1	\$1,560.86
SQ SQ DEERFIELDLOCKS	2	\$246.12
STAPLES 00116616	1	\$20.98
TARGET 00008656	1	\$32.00
TARGET 00011684	9	\$227.00
TARGET 00013425	1	\$106.06
TDS PAYMENT	1	\$795.80
TEE TIME- EZLINKS	1	\$4,876.00
TELEPHONEONHOLD.COM	1	\$177.00
THE HOME DEPOT #1926	13	\$706.07
THE MORTON ARBORETUM -	1	\$75.00
THE WEBSTAUANT STORE	1	(\$24.00)
THORNTONS #0312	2	\$99.62
TST REAL URBAN BBQ HP	1	\$95.43
TYCOINTEGRATEDSECURITY	1	\$174.16
USA GYMNASTICS	1	\$33.54
VERIZON ONETIMEPAYMENT	1	\$281.26
W P MUSCLE & FITNESS	1	\$17.97
WAL-MART #1735	1	\$21.70
WAL-MART #3893	3	\$124.01
WAREHOUSE DIRECT	28	\$6,434.48
WEB NETWORKSOLUTIONS	1	\$11.98
WWW.1877FLOORGUY.CO	1	\$132.15
YOUR ADVANTAGE II LTD	1	\$466.00

P-Card Transactions
09/08/18 - 10/07/18

TOTAL

\$217,234.66