

**NOTICE OF MEETING**  
**Tuesday, November 20, 2018**  
**6:00 p.m.**

**AMENDED**

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

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**REGULAR MEETING AGENDA**

- I. CALL TO ORDER
- II. ROLL CALL
- III. ADDITIONS TO THE AGENDA
- IV. PUBLIC COMMENT FOR ITEMS ON AGENDA
- V. CONSENT AGENDA
  - A. Minutes from October 23, 2018 Regular Board Meeting
  - B. Minutes from November 5, 2018 Workshop Meeting
  - C. 2019 Board Meeting Calendar
  - D. IAPD/IPRA Credentials Certification
  - E. Ordinance 18-07 Surplus Property
  - F. Approval of Agreement with Paycom Payroll LLC for Payroll and Human Capital Management Services
  - G. Approval of Purchase of Capital Replacement Vehicles – Two Pick-Up Trucks
  - H. Approval of 2018 Danny Cunniff Tennis Court Drainage Improvements and Rebuild
  - I. Bills and Payroll in the amount of \$ 1,268,140.65
- VI. UNFINISHED BUSINESS
  - A. Resolution 18-04 – Truth in Taxation
  - B. Approval of the Highland Park Country Club Agreements
- VII. TREASURER’S REPORT
- VIII. NEW BUSINESS
  - A. Parks Foundation Update
  - B. Director’s Report
  - C. Board Comments
- IX. OPEN TO PUBLIC TO ADDRESS BOARD
- X. 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.

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XI. ACTION FROM CLOSED SESSION IF ANY

XII. 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.

**PARK DISTRICT OF HIGHLAND PARK  
BOARD OF PARK COMMISSIONERS  
MINUTES OF REGULAR MEETING  
OCTOBER 23, 2018**

The Regular Meeting of the Board of Park Commissioners of the Park District of Highland Park was held in the Board Room at the West Ridge Center, 636 Ridge Road, Highland Park, Illinois.

The meeting was called to order at 6:04 p.m. by President Kaplan.

**ROLL CALL**

**Present:** Vice President Ruttenberg, Commissioner Grossberg, Commissioner Flores Weisskopf, President Kaplan

**Absent:** Commissioner Bernstein

**Staff Present:** Executive Director McElroy; Deputy Director of Operations Donahue; IT Manager Johnson; Director Romes; Assistant Director Carr; Director Gogola; Director Curtis; Assistant Director Smith; Director Voss; Supervisor Fiori; Supervisor Henriques; Supervisor Liang; Coordinator Jerklin

**ADDITIONS TO THE AGENDA** - None

**PUBLIC COMMENT FOR ITEMS ON THE AGENDA**

David Sogin recommends option #3 for the barge replacement. He suggested that Park District Staff develop a list of user needs, priorities of those needs and costs associated with them.

Dave Multack asked if the Board was going to decide on the barge option at this meeting.

Mike Stroz appreciates option #3, but felt this option could use a bit more flushing out before a decision was reached.

**CONSENT AGENDA**

Minutes from September 25, 2018 Regular Board Meeting; Minutes from October 9, 2018 Workshop Meeting; Sunset Woods Park Athletic Light Pole Structural Assessment; Approval of 2018 HPCC Golf Conversion Project: Seed Installation, Monitoring and Management; Bills and Payroll in the amount of \$1,900,998.77.

Motion was made by Vice President Ruttenberg; seconded by Commissioner Grossberg to approve the Consent Agenda.

Roll Call:

Aye: Vice President Ruttenberg, Commissioner Grossberg, Commissioner Flores  
Weisskopf, President Kaplan  
Nay: None  
Absent: Commissioner Bernstein  
Abstain: None

**Motion Carried.**

### **UNFINISHED BUSINESS**

#### **A. Park Avenue Barge**

Assistant Director Smith reported that at the October 9<sup>th</sup> Workshop Meeting, representatives from SmithGroup presented on the four design concepts that were developed. Each concept was examined for ease of design and construction, permitting requirements, service life, and cost.

SmithGroup reported that in their opinion the best concept for the cost is concept 3, cellular sheetpile, as this approach has the highest service life with minimal maintenance. While the most cost-effective option compared to longevity of service is concept 3, the least expensive and quickest to permit and construct is concept 4, filling the remaining structure with rubble. SmithGroup reported that at less than half of the cost of a full replacement, concept 4 is an attractive option.

SmithGroup's recommendation is that should funds be or become available, concept 3 be implemented. However, if the goal is to quickly provide a 'repair' to the existing dilapidated barge to ensure its continued function as wave protection, then concept 4 is the preferred option.

Staff recommend concept 3, cellular sheetpile, be implemented and request that the Park Board authorize the Executive Director to enter into an agreement with SmithGroup for an amount not to exceed \$55,000 for the Construction Documents and Bidding Assistance phases of this project. President Kaplan shared a concern that once a decision is reached, the Finance Committee should get involved to determine the affordability of the project. Assistant Director Smith stated that a decision could be contingent upon Finance Committee's approval.

Vice President Ruttenberg liked concept 3, but has a concern regarding the cost. He stated a list of alternatives, pluses and minuses for concept 3 which include: removal of the rip rap and changing the length of the replacement. Vice President Ruttenberg stated that he would like to see a fifth alternative discussed; perhaps a cove like at Rosewood using large rocks instead of steel. President Kaplan agreed that a fifth alternative was a good idea. He asked

Assistant Director Smith to go back to the SmithGroup to discuss a possible fifth option. Assistant Director Smith stated that if a kick-off date in December were still to occur, the timeline for the project would remain viable. The Commissioners all agreed that something needs to be done and further discussion should occur.

Motion was made by Vice President Ruttenberg; seconded by Commissioner Flores Weisskopf to authorize the Executive Director to enter into an agreement with SmithGroup for an amount not to exceed \$55,000 for the Construction Documents and Bidding Assistance phases for this project.

Roll Call:

Aye: Vice President Ruttenberg, Commissioner Grossberg, Commissioner Flores Weisskopf, President Kaplan  
Nay: None  
Absent: Commissioner Bernstein  
Abstain: None

Motion was made by Vice President Ruttenberg; seconded by Commissioner Grossberg to table this motion.

Roll Call:

Aye: Vice President Ruttenberg, Commissioner Grossberg, Commissioner Flores Weisskopf, President Kaplan  
Nay: None  
Absent: Commissioner Bernstein  
Abstain: None

**Motion Carried.**

### **TREASURER'S REPORT**

Director Curtis reviewed the Projected Year End Report. The bottom-line project year end is \$37,000 over budget or ½%. The projected year end will total 7.25 million. For the last few years the District has implemented a planned use of capital reserves which has resulted in a planned deficit budget. The projected year end capital expenditures are lower than budget at \$243,000 and the operational deficit is \$280,000.

Director Curtis presented the vouchers for checks written September 21, 2018 through October 18, 2018 for an amount totaling \$1,900,998.77. Vice President Ruttenberg has reviewed the report.

## **NEW BUSINESS**

### **A. 2018 Camp Report**

Through District-wide collaboration and partnerships with the North Suburban Special Recreation Association (NSSRA) and NSSD 112 Extended School Year Program, the Park District of Highland Park provided a summer of extraordinary experiences to 1,136 campers in 24 different camps. Camp participation increased by 6% compared to the 2017 season (217 campers). Of these campers, 43 received scholarships, a 19% decrease from 2017.

With parents and campers in mind, an improved Camp Parent Manual was created to strengthen our brand and provide consistent information regarding all Park District camps. To improve communication with parents, all camps held a parent meeting prior to the beginning of the session. To interact with parents, each camp created a Sway page. Each Sway page was a micro-website sharing important information, photos, and frequent updates of our camp days. To ease first day jitters and allow parents to get last-minute questions answered, all camp families were invited to our Splash Into Camp event at Hidden Creek AquaPark.

The overall increase in 2018 camp numbers can largely be attributed to Junior and Senior Crew popularity. The variety of activities in the Crew Camp curriculum attracted participants looking for an all-encompassing camp experience. Junior and Senior Spotlighters campers performed live prior to a WNBA game. Junior campers performed the national anthem; senior campers performed a dance routine.

All camps were enhanced by the amenities the Park District has to offer, including mini golf, tennis instruction, nature discovery programs, gymnastics classes, ice skating, swim lessons, outdoor pool, and lakefront area.

Vice President Ruttenberg asked if there was an open enrollment period at the close of camp. Supervisor Fiori stated that they have considered that idea for the future, but it would not be occurring in 2019.

### **B. 2018 Aquatics End of Season Wrap Up Report**

The Summer aquatics season ran May 26 – September 3. The Aquatics Staff consisted of a team of 89 employees, which included Facility Management, Lifeguards, Slide Attendants, Custodial Services, Maintenance and Customer Service Staff. Staff conducted 76 hours of preseason training during the month of May, including American Red Cross certification for basic lifeguarding, water park lifeguarding and water front lifeguarding.

The goal of 2018 was to focus on maintaining high safety standards. Some of the initiatives included: development of rescue scenario practical exam to ensure competency of lifeguards, the consistent use of three points of contact while getting

on/off lifeguard chair, weekly mandatory in-service trainings for staff, live action drills during shifts to ensure safety preparedness and pre-season and in-season training with the Fire Department.

Pipe repairs were made to the Splash Pad to improve performance of main features. The pool shell was patched and repainted. The Slide Structure storage fences were repainted. There were 40 new deck chairs purchased, the Bath House floor was resurfaced, and interior was repainted.

It was a successful season at Rosewood Beach. Collectively, staff did a great job of managing the beach and creating a safe, quality environment. After evaluating operations in 2017, staff determined that due to distance between Rosewood Beach and Hidden Creek AquaPark the hiring of a seasonal facility manager to be on-site 5 days a week would be a benefit to the daily operations of Rosewood Beach. Having this position in place in 2018 proved to be a significant boost to the operations and will be retained for the 2019 season.

For the second full season, the auto attendant allowed for a fast and secure way for Non-Residents to purchase parking and/or admission to the beach. This also allows staff resources to be focused and allocated to the primary needs of the beach which is public safety. Park District staff does monitor the lots to help enforce that non-resident parking is restricted to the upper lot of rosewood beach.

Once again in 2018, the Park District provided shuttle bus service to transport patrons from the overflow parking lot at Ravinia School to the beach as well as to help those who needed to get from upper Rosewood to the beach.

For a second year the Park District partnered with Uncle Dan's Outfitters to provide stand up paddle board rentals this season. The rental program was improved this year and was in the North/Nature Cove. Concession services were provided by Northshore Catering. We will continue to evaluate our services and options during the offseason for concessions.

Vice President Ruttenberg asked if the Paddleboard Program was successful this past summer. Assistant Director Carr stated that from an operation standpoint Uncle Dan's was very successful with helping Park District staff monitor the beach.

### **C. Parks Foundation Update**

Commissioner Grossberg stated that revenue was earned for the Foundation from the Halloween Hayride. The Parks Foundation is looking for an accounting firm to audit their accounts. A website is in the processing of being created. The Foundation has created its own database. Commissioner Grossberg reported that there is a Champions Banquet Meeting scheduled this week to start discussing plans for the 2019 Banquet.

### **D. Director's Report**

Executive Director McElroy shared that the change in venue for the Halloween Hayride proved to be successful as the event was well attended and brought all areas of staff together.

She stated that the Highland Park Country Club Advisory had three sub-committee meetings this week. There is also an internal staff committee working with Hey and Associates. This coming Friday night is Trick or Treat at West Ridge Center.

Executive Director McElroy stated that lifeguards are needed for winter jobs at the Recreation Center of Highland Park and the Park District will train those who are hired. There will be meeting of a small group at District 112 to discuss programming and opportunities for programs for non-school hours.

President Kaplan asked if the Board could get a Financial report on the Learning Center. Executive Director McElroy said that would be a part of the Budget Report. President Kaplan stated that he wanted to compare 2017 to 2018.

**OPEN TO PUBLIC TO ADDRESS BOARD** – None

**ADJOURNMENT**

There being no further business, a motion was made by Commissioner Bernstein and seconded by Vice President Ruttenberg and approved by unanimous vote. The Board Meeting adjourned at 7:25 p.m.

Respectfully submitted,

Liza McElroy, Secretary

**PARK DISTRICT OF HIGHLAND PARK  
BOARD OF PARK COMMISSIONERS  
MINUTES OF WORKSHOP MEETING  
NOVEMBER 5, 2018**

The Workshop Meeting of the Board of Park Commissioners of the Park District of Highland Park was held in the Board Room at the West Ridge Center, 636 Ridge Road, Highland Park, Illinois.

The meeting was called to order at 6:02 p.m. by President Kaplan.

**ROLL CALL**

**Present:** Vice President Ruttenberg, Commissioner Grossberg, Commissioner Bernstein, Commissioner Flores Weisskopf, President Kaplan

**Absent:** None.

**Staff Present:** Executive Director McElroy; Deputy Director of Operations Donahue; Director Romes; Director Curtis; Assistant Director Carr; Director Gogola

**ADDITIONS TO THE AGENDA** – None

**RESOLUTION 18-04 – TRUTH IN TAXATION**

Director Curtis reported that a Truth in Taxation Resolution must be approved 20 days prior to adopting the tax levy ordinance. Under Illinois law, if a District is considering extending an aggregate tax levy greater than 5% of the preceding year's levy it must publicly disclose its intention and hold a public hearing. The levy request is \$11,661,498 which is 4.26% increase over last year's extension. Director Curtis also explained that the District is not asking for more than is needed, when capturing new growth.

Since the levy requested is less than 5%, the Park District does not have to hold a Truth in Taxation public hearing. Commissioner Bernstein reported that the Finance Committee fully vetted the tax levy. Commissioner Grossberg stated his appreciation for the levy strategy.

**REVIEW OF 2019 DRAFT BUDGET**

Director Curtis reviewed the proposed 2019 Park District of Highland Park Budget. This budget represents the calendar year January 1, 2019 – December 31, 2019.

The General, Special Recreation, and Recreation Debt Service Funds anticipate a combined operation surplus of \$2,617,683. 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 \$7,268,247 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 utilized 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.**

Commissioner Bernstein reported that the Finance Committee had thoroughly reviewed the budget with Staff. Commissioner Grossberg wanted to know how the net pension asset effects future pension liability. Director Curtis explained that it helps keep the District's contribution rates down. Commissioner Bernstein stated that the Finance Committee's decision in 2013 regarding IMRF was a good one. Executive Director McElroy stated that it was a bold decision of the Board to close golf operations at the Highland Park Country Club last year, has proven to provide significant savings for the District.

**REVIEW OF VOUCHERS**

Director Curtis presented the vouchers for checks written October 19, 2018 through November 1, 2018 for an amount totaling \$586,488.00. There were no questions from the Board.

**HIGHLAND PARK COUNTRY CLUB AGREEMENTS**

President Kaplan opened the discussion and asked Executive Director McElroy to review the issues that remain open. These include the shared cost for the parking lot and lights, the Management Fee for Lot 3 and the Shared costs for the replacement of the Roof.

Vice President Ruttenberg suggested that if a third party take over the management lease for Lot 3, management fees could be captured in the budget. All Board members concurred that the parking lot expenses should be split 50-50 per the original agreement. There was also discussion about the shared cost of the roof. Staff was asked to provide the board with some estimated costs on the replacement.

**OPEN TO PUBLIC TO ADDRESS BOARD - None**

**CLOSED SESSION**

Motion was made by Commissioner Bernstein, seconded by Vice President Ruttenberg to adjourn into Closed Session for discussion of 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.  
Roll Call:

Aye: Commissioner Bernstein, Commissioner Grossberg, Vice President Ruttenberg,  
Commissioner Flores Weisskopf, President Kaplan  
Nay: None  
Absent: None  
Abstain: None

Meeting was adjourned into closed session at 7:10 p.m.

**ACTION FROM CLOSED SESSION IF ANY**

**ADJOURNMENT**

There being no further business, a motion was made by Commissioner Bernstein and seconded by Commissioner Grossberg and approved by unanimous vote. The Board Meeting adjourned at 7:20 p.m.

Respectfully submitted,

Liza McElroy, Secretary



# Memorandum

**To:** Board of Park Commissioners  
**From:** Liza McElroy, Executive Director.  
**Date:** November 13, 2018  
**Re:** **2019 Board Meeting Calendar**

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Attached is the proposed PDHP Park Board meeting calendar for 2019. Some dates have been changed to avoid conflict with holidays. All meetings will be held on Tuesdays with a 6:00 pm.

Staff recommends approval of the 2019 Board Meeting Calendar.

**PARK DISTRICT OF HIGHLAND PARK**  
**2019 Workshop and Regular Meeting Dates**  
**West Ridge Center**  
**636 Ridge Road**  
**Highland Park, IL 60035**

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All Meetings begin at 6:00 p.m. Meetings are held at West Ridge Center, 636 Ridge Road, Highland Park, IL 60035 unless otherwise indicated.

TUESDAY, JANUARY 8	Workshop Meeting
TUESDAY, JANUARY 22	Regular Meeting
TUESDAY, FEBRUARY 12	Workshop Meeting
TUESDAY, FEBRUARY 26	Regular Meeting
TUESDAY, MARCH 12	Workshop Meeting
TUESDAY, MARCH 19	Regular Meeting
TUESDAY, APRIL 9	Workshop Meeting
TUESDAY, APRIL 23	Regular Meeting
TUESDAY, MAY 14	Workshop Meeting
TUESDAY, MAY 28	Regular Meeting
TUESDAY, JUNE 11	Workshop Meeting
TUESDAY, JUNE 25	Regular Meeting
TUESDAY, JULY 9	Workshop Meeting
TUESDAY, JULY 23	Regular Meeting
TUESDAY, AUGUST 13	Workshop Meeting
TUESDAY, AUGUST 27	Regular Meeting
TUESDAY, SEPTEMBER 10	Workshop Meeting
TUESDAY, SEPTEMBER 24	Regular Meeting
TUESDAY, OCTOBER 15	Workshop Meeting
TUESDAY, OCTOBER 22	Regular Meeting
TUESDAY, NOVEMBER 5	Workshop Meeting
TUESDAY, NOVEMBER 12	Regular Meeting
TUESDAY, DECEMBER 3	Workshop Meeting
THURSDAY, DECEMBER 12	Regular Meeting



# Memorandum

**To:** Board of Park Commissioners  
**From:** Liza McElroy, Executive Director  
**Date:** November 13, 2018  
**Subject:** **IAPD/IPRA Credentials**

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Attached is our completed annual credentials certification form for the IAPD/IPRA Conference Certification.

As we have done in the past, the President of the Board is given the voting rights at the annual Conference Association business meeting. If the President is unavailable, we've listed the alternates.

This annual procedural process will be on our consent agenda.



TO: ALL MEMBER DISTRICTS

FROM: Peter M. Murphy, President/CEO

DATE: October 10, 2018

RE: **CREDENTIALS CERTIFICATE**

The IAPD/IPRA Soaring to New Heights Conference will be held at the Hyatt Regency Hotel, Chicago, Illinois, January 24-26, 2019.

Article V, Section 3 and 4 of the Constitutional By-Laws of the Illinois Association of Park Districts provides as follows:

"Section 3. Each member district shall be entitled to be represented at all Association meetings and conferences by a delegate or delegates. Delegates of the Association meetings or conference may include members of the governing boards of member districts, the Secretary, Attorney, Treasurer, Director or any paid employee of the member district. Each delegate shall present proper credentials consisting of a certificate by the Secretary of the member district said delegate or delegates represent, with seal of office affixed, showing that the governing board at a special or regular meeting authorized said delegate or delegates to represent said member district. On all questions each member district represented shall have one vote which shall be the majority expression of the delegation from that member district."

"Section 4. No member district shall be entitled to vote by proxy and only delegates of a member district shall cast a ballot for that member district."

Accordingly, we enclose herewith a certificate, which, when properly certified by the Secretary of your agency after its governing board authorizes such delegate and alternates at a regular or special meeting, shall be mailed to the Association's office, 211 East Monroe Street, Springfield, IL 62701.

This certificate will entitle the delegate or, in their absence, an alternate listed thereon to vote on matters presented during the Association's Annual Business meeting to be held on Saturday, January 26, 2019 at 3:30 p.m. in the Grand Ballroom A/B of the Hyatt Regency Hotel, 151 E. Upper Wacker Dr. in Chicago, Illinois.

Your agency must be in good standing, the Credentials Certificate must be signed by the Board President and Secretary with your agency seal affixed.

**NOTE:** If your agency does not have a seal, then write the word "SEAL" and circle it where indicated on the certificate.

Your careful and prompt attention to this important matter is requested.





## MEMORANDUM

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**To:** Board of Commissioners  
**From:** Annette Curtis, Finance Director  
**C:** Liza McElroy, Executive Director  
**Date:** November 20, 2018  
**Re:** Ordinance 18-07: Declaration of surplus personal property and authorization for conveyance or sale.

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### **Background/Analysis**

Pursuant to 70 ILCS 1205/8-22 the Park District of Highland Park disposes of property it deems to be of no use to the Agency. With each item disposed of, the District will determine which method of disposal is in its best interests. As indicated in the ordinance, this could be through sale to the highest bidder, trade-in, or donation. Most of the property has some value, although in most cases it is minimal. If the property cannot be sold or donated, the District will dispose of it in the most economical method possible. Also pursuant to 70 ILCS 1205/8-22 the District must pass the attached ordinance by approval of at least three-fifths of the Park Board.

### **Recommendation**

Approve Ordinance 18-07 authorizing the Park District of Highland Park to dispose of surplus property as indicated in Addendum 1 of the Ordinance.

**PARK DISTRICT OF HIGHLAND PARK  
ORDINANCE #18-07**

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE CONVEYANCE OR  
SALE OF SURPLUS PERSONAL PROPERTY OF THE PARK DISTRICT OF  
HIGHLAND PARK  
LAKE COUNTY, ILLINOIS**

**WHEREAS**, the Park District of Highland Park, Lake County, Illinois (“Park District”) owns personal property as described in Addendum A. hereinafter known as the “Property,” and

**WHEREAS**, pursuant to Section 8-22 of the Park District Code (70 ILCS 1205/8-22)(“Code”), the Park District is authorized to sell, convey or donate any personal property that in the opinion of three-fifths of the members of the Board of Park Commissioners then holding office is no longer necessary, useful to, or for the best interests of the Park District; and

**WHEREAS**, the Board of Park Commissioners (“Board”) has reviewed a staff report finding that the Property is no longer useful to the Park District and recommending its sale, donation or disposal and the Board concurs with that recommendation.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Park Commissioners of the Park District of Highland Park, Lake County, Illinois, as follows:

**Section 1.** The Board finds that all of the recitals contained in the preamble to this Ordinance are true and correct and does hereby incorporate them into this Ordinance by this reference.

**Section 2.** The Board finds that the Property is no longer necessary and useful to the Park District and declares it to be for the best interests of the Park District and its residents to dispose of the Property in the following manner:

Sell the Property to the highest bidder.

or

Trade-In the Property

or

Donate the Property to such person or entity that will make use of the equipment.

or

Dispose of the Property if the District is unable to sell or donate identified equipment.

**Section 3.** The seller, Park District of Highland Park, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. The Park District of Highland Park neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said items.

The buyer agrees to purchase said items in an “**as is**” condition with all faults. The buyer understands that the seller does not expressly or implicitly warrant that the said items meet or comply with any applicable safety standards (examples: ASTM, OSHA, CPSC). The buyer is solely responsible for determining that the said items are appropriate for any and all particular uses.

The buyer further agrees to indemnify, hold harmless and defend the Park District of Highland Park and its officers, agents and employees from any and all claims resulting from injuries, damages and losses arising out of, connected with, or in any other way associated with the use of said items.

**Section 4.** The Board authorizes and directs the Executive Director take such action necessary to sell, donate or dispose of the Property as herein authorized.

**Section 5.** This ordinance shall be in full force and effect from and after its adoption as provided by law.

Adopted this 20th day of November 2018.

Ayes: \_\_\_\_\_  
\_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

\_\_\_\_\_  
President, Board of Park Commissioners  
Park District of Highland Park

ATTEST:

\_\_\_\_\_  
Secretary, Board of Park Commissioners  
Park District of Highland Park

STATE OF ILLINOIS        )  
  )  
COUNTY OF LAKE         )        SS.

SECRETARY’S CERTIFICATE

I, Liza McElroy, do hereby certify that I am Secretary of the Board of Park Commissioners of the Park District of Highland Park, Lake County, Illinois, and as such official I am keeper of the records, ordinances, files and seal of said Park District; and,

**I HEREBY CERTIFY** that the foregoing instrument is a true and correct copy of:

AN ORDINANCE authorizing and providing for the conveyance or sale of surplus personal property of the Park District of Highland Park, Lake County, Illinois

adopted at a duly called Regular Meeting of the Board of Park Commissioners of the Park District, held at West Ridge Center, Highland Park, Illinois, in said District at 6:00 p.m. on the 20th day of November 2018.

**I FURTHER CERTIFY** that the deliberations of the Board on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

**IN WITNESS WHEREOF**, I hereunto affix my official signature and the seal of the Park District of Highland Park, Illinois this 20th day of November 2018.

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Liza McElroy, Secretary  
Board of Park Commissioners  
Park District of Highland Park

(SEAL)





# Memorandum

To: Board of Park Commissioners  
From: Annette Curtis, Director of Finance, Liza McElroy, Executive Director  
Date: November 20, 2018  
Subject: **HRIS and Payroll Processing**

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Feedback received from staff and prospective employees, initiated the search for a new HRIS and Payroll system. A Department head committee including, staff from HR, IT, and the Business Office was formed to research and select a new solution.

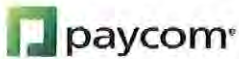
Currently, the district utilizes three systems, Applitrack, ADP E-Time and ADP Work Force Now. The committee began by researching an in-house solution. This would entail simultaneously implementing three new computer systems, without providing remarkable cost savings. The committee then began searching for a third-party solution. Demonstrations and pricing was discussed with three vendors, Paycom, Paylocity and Vibe. After numerous discussions and staff demonstrations the committee has chosen Paycom as the preferred vendor.

The implementation fee of \$14,349 and estimated yearly processing fees of \$110,000 are included in the 2019 budget. Processing charges will be slightly lower than ADP by \$20,000. PDHP will be charged based on the numbers of employees paid during each pay period, as opposed to ADP which charges based on the number of active employees.

A kick off meeting is planned for the first week of December, with a go live date of late March. This will provide staff with an opportunity to become familiar with the system before the summer season.

## **RECOMMENDATION**

**Staff recommends approval for the Executive Director to enter into an agreement with Paycom for HRIS and Payroll Processing services.**



**Payroll and Human Capital Management Services Agreement**

Paycom Payroll, LLC, a Delaware limited liability company whose corporate headquarters is located at 7501 W. Memorial Road, Oklahoma City, OK 73142 (hereinafter "Paycom") and the undersigned Client (hereinafter "Client"), agree as follows with respect to all services provided by Paycom to Client ("Services").

Subject to the General Terms and Conditions and the applicable Service Component Schedules which are each hereby incorporated by reference (collectively, the "Agreement"), Paycom agrees to perform and Client hereby engages and hires Paycom to perform on Client's behalf each of the Services indicated on Client's proposal.

Paycom shall commence performing each Service Component promptly after Client provides Paycom with the information that Paycom requires to begin performing the subject Service Component.

Paycom's Services are based upon information and instructions provided by Client. Client is solely responsible for the accuracy and completeness of all information and instructions provided to Paycom. Notwithstanding anything to the contrary in this Agreement, Paycom shall not be liable or responsible for errors or omissions arising from Paycom's reliance upon Client's instructions or incorrect or incomplete information provided by Client. Paycom shall not be required to amend or refile any tax return or tax filing on behalf of Client unless the erroneous filing was the sole fault of Paycom. Paycom is not responsible for settling any disputes between Client and Client's employees.

LIMITATIONS OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS, LOST ANTICIPATED PROFITS, OR LOST ANTICIPATED SAVINGS), WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EXCEPT FOR THE ITEMS DESCRIBED IN SECTIONS 24.1 THROUGH 24.7 OF THE GENERAL TERMS AND CONDITIONS, THE LIABILITY OF EACH PARTY TO THE OTHER FOR ANY OR ALL LOSSES OR INJURIES FROM ANY ACTS OR OMISSIONS UNDER THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO PAYCOM UNDER THIS AGREEMENT FOR THE SERVICE COMPONENT WHICH IS THE SUBJECT OF THE ALLEGED BREACH DURING THE TWENTY-FOUR MONTH PERIOD IMMEDIATELY PRECEDING THE ALLEGED BREACH.

All issues and questions concerning the construction, validity, enforcement, performance and interpretation of the Agreement and the parties' corresponding or contemporaneous agreements shall be governed by, and construed in accordance with, the laws of the State of Oklahoma. Any claim arising out of or related to this Agreement, including without limitation claims related to the Parties' negotiations and inducements to enter into this Agreement, shall be submitted to mandatory, binding arbitration under the auspices of the American Arbitration Association (the "ADR Association"), in a mutually agreed upon location, with the parties sharing equally the costs of arbitration. Arbitration will proceed according to the commercial rules of the ADR Association. This section does not limit either Party's right to provisional or ancillary remedies from a court of competent jurisdiction before, during, or after the pendency of any arbitration, and the exercise of any such remedy does not waive either Party's right to arbitration. Judgment on an arbitration award may be entered by any court with competent jurisdiction. Client and the undersigned individual each represent that the signatory to this Agreement is authorized to enter into such agreement on behalf of Client.

By signing below, Client agrees that it has (1) received, read and understands the Agreement, including any websites or documents incorporated by reference and any amendments and (2) agrees to be bound by the terms of all such documents.

IN WITNESS WHEREOF, Paycom and Client have executed this Agreement to be effective \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date").

**AGREED AND ACCEPTED BY CLIENT:**

\_\_\_\_\_  
COMPANY LEGAL NAME

\_\_\_\_\_  
TYPE OR PRINT NAME TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

**PAYCOM PAYROLL, LLC d/b/a PAYCOM:**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Jon Evans  
\_\_\_\_\_  
TYPE OR PRINT NAME

Reporting Agent  
\_\_\_\_\_  
TITLE

FEIN: \_\_\_\_\_





## General Terms and Conditions

Paycom Payroll, LLC, a Delaware limited liability company whose corporate headquarters is located at 7501 W. Memorial Road, Oklahoma City, OK 73142 (hereinafter "Paycom") and the Client agree as follows with respect to all services provided by Paycom to Client ("Services"). Paycom and Client are referred to herein collectively as the "Parties" and each individually as a "Party."

1. Paycom's Obligations. Subject to these General Terms and Conditions, the Implementation Details included as Exhibit A, and the applicable Service Component Schedules which are incorporated herein by reference (collectively, the "Agreement"), Paycom shall perform the Services in accordance with this Agreement.

2. Paycom Representations and Warranties. Paycom represents and warrants to Client that:

2.1. Paycom shall, upon written request, provide Client with a copy of its most recent Service Organization Control 1 Report for Description of Paycom Software, Inc.'s Payroll Processing System (the "SOC-1 Report"). Paycom shall maintain controls on its payroll processing systems at a similar level to continue to achieve the control objectives described in the SOC-1 Report and it shall make any such future reports or similar industry audit reports available to Client upon Client's request.

2.2. Paycom currently maintains certification for ISO 27001:2013 which governs its physical and technical security controls. Paycom shall maintain controls on its physical and technical security systems at a similar level to continue to achieve the control objectives of ISO 27001:2013.

2.3. Except as otherwise expressly stated herein, Paycom makes no other representations and warranties.

3. As Is, Disclaimers THE SERVICES PROVIDED BY PAYCOM PURSUANT TO THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY STATED HEREIN, TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, PAYCOM DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SYSTEM INTEGRATION, AND NONINFRINGEMENT.

4. Paycom's Intellectual Property. Paycom grants Client a non-exclusive, non-transferable license, exercisable solely during the term of this Agreement, to use applicable Paycom technology solely for the purpose of accessing and using the Services. Client shall have no right to use the Paycom technology for any purpose other than accessing and using the Services. Except for the rights

expressly granted above, this Agreement does not transfer from Paycom to Client any rights to the Paycom technology (or Paycom's licensor's technology), and all rights, titles and interests in and to any Paycom technology shall remain solely with Paycom. Client shall not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or any other intellectual property and/or proprietary information from any of the Paycom technology. Client acknowledges and agrees that Paycom's trademarks, tradenames, service marks, logos, other names and marks, and related product and service names, design marks, and slogans are the sole and exclusive property of Paycom. Client is not authorized to and shall not use any of Paycom's trademarks, tradenames, service marks, logos, other names and/or marks, and/or related product and service names, design marks, and/or slogans in any advertising, publicity, or in any other manner without the prior written consent of Paycom.

5. Paycom's Indemnity Obligation. Subject to the terms and conditions of this Agreement, including the limitations of liability and exclusion of certain types of damages provided for herein, Paycom promises to defend, indemnify and hold Client and its affiliates, and their respective employees and agents harmless from any and all demands, claims, damages or liability directly arising out of or related to: (i) Paycom's breach of any obligation, representation, or warranty under this Agreement Paycom's or (ii) Paycom's employee's negligence or willful misconduct. Paycom shall pay any penalties and/or interest to any Federal, State or Local governmental and/or quasi-governmental authorities (collectively "Taxing Authorities") as a result of untimely or incorrect tax filings but only to the extent caused by Paycom.

6. Reliance on Client's Information. Paycom's Services are based upon information and instructions provided by Client. Client is solely responsible for the accuracy and completeness of all information and instructions provided to Paycom. Notwithstanding anything to the contrary in this Agreement, Paycom shall not be liable or responsible for errors or omissions arising from Paycom's reliance upon Client's instructions or incorrect or incomplete information provided by Client or if applicable, a third party providing information regarding Client. Paycom shall not be required to amend or refile any tax return or tax filing on behalf of Client unless the erroneous filing was the sole fault of Paycom. Paycom is not responsible for settling any disputes between Client and Client's employees, or Client and any Taxing Authorities, or Client and any other regulatory bodies.

7. Client's Registration Obligations. Client is solely responsible for being properly registered with all applicable Taxing Authorities and for obtaining any tax identification numbers

and/or account numbers with applicable Taxing Authorities. Client shall timely provide Paycom with all account numbers issued by Taxing Authorities to Client, whether active or inactive.

8. Term and Termination. This Agreement shall continue in full force and effect until terminated by either Party. Unless otherwise specifically agreed upon in writing, Paycom and Client each shall have the right for any reason or no reason at all to terminate this Agreement upon providing the other Party with ninety (90) calendar days' prior written or electronic notice of termination. In addition to the preceding termination rights, in the event: (i) Client materially breaches its obligations to Paycom; (ii) Client fails to pay or remit any sums due within two (2) business days after the due date; (iii) Client fails to remit to Paycom all funds related to the Services and such failure is not cured within one (1) business day after notification from Paycom; (iv) Client discontinues its use of Paycom's Services for three or more consecutive pay periods; (v) Client asserts, files or threatens any bankruptcy or adverse action against Paycom; (vi) Client fails to timely remit to Paycom the funds required to perform the Services more than one time in any twelve-month period; (vii) any one of Client's affiliated client code entities is in default of its obligations to Paycom; or (viii) Paycom's depository or financial institutions notify Paycom that Paycom may no longer service the Client due to Client's creditworthiness or business reputation; then Paycom shall have the right to suspend the Services for a five (5) day period, followed by immediately terminating this Agreement if such event is not cured. Upon termination of this Agreement in whole or in part (and after expiration of any applicable notice periods), Paycom shall have no further obligation to perform the obligations set forth in the Agreement, or, to the extent such termination was partial, Paycom shall have no further obligation to perform the obligations of the applicable Service Component that has been terminated. Further, upon termination of Services relating to payroll processing, Client will immediately become responsible for all payroll tax deposits and filings then and thereafter due and for all related penalties and interest, and whereupon Paycom shall promptly return to Client any excess monies in Paycom's possession (if any) that are not reasonably subject to potential reversal, return, setoff or recoupment. In the event any monies credited or debited by Paycom and/or in Paycom's possession are subject to potential reversal, return, setoff or recoupment, then Paycom shall have the right to hold said funds during the time period of potential reversal, return, setoff or recoupment and thereafter shall promptly return all remaining funds to Client after the applicable time period has expired. During any time period in which Client is in default of its obligations to Paycom, Paycom shall have the right to suspend the provision of its Services to Client, in whole or in part, pending Client's compliance with this Agreement or pending termination of this

Agreement. In the event a Party terminates the payroll processing Services, then all other Services performed by Paycom shall be terminable, at Paycom's option.

9. NACHA Compliance. The Services provided by Paycom may be subject to the operating rules of the National Automated Clearinghouse Association ("NACHA"). Paycom and Client each agree to comply with the NACHA rules applicable to it with respect to the Services. Information pertaining to NACHA rules and guidelines can be found at [www.nacha.org](http://www.nacha.org). Client's instructions to Paycom and Client's use of Paycom's services shall not violate the NACHA rules or the laws of the United States. Neither Paycom nor any Originating Bank shall be liable to Client for any damages arising from any decision to refrain from or delay originating debit/credit entries with respect to Client's payroll: (1) due to Client's creditworthiness; or (2) after reasonable efforts to verify such entries have failed; or (3) because Paycom has not received timely funds from Client.

10. No Professional Advice. The Services provided by Paycom expressly do not include the rendering of legal, tax, accounting, or investment advice to Client or Client's employees. The federal government, tribal governments, state governments or localities each may impose specific obligations pertaining to employee wage requirements, industry requirements, printed paystubs, or other matters. It remains Client's exclusive obligation to comply with applicable laws, rules, and regulations pertaining to Client and its employees. Additionally, Client shall adopt its own effective internal controls concerning its payroll. The Services should not, will not, and cannot be relied upon to detect or disclose errors, fraud or illegal acts of Client's employees.

11. Required Manner of Notices. Paycom maintains a secure website ("Website Account") through which Client may access information and through which Client shall request transactions electronically. Client's use of the Website Account is required. Except as may otherwise be expressly permitted in a Service Component Schedule, all notices required to be provided to Paycom shall be made in specific accordance with this Agreement and/or through data entry on the Website Account, including but not limited to Client's data entry of payrolls, new employees, contact information for employees, and all other information permitted to be entered through the Website Account. Paycom shall not be required to rely upon any information provided by the Client to Paycom unless the information has been provided to Paycom in the manner expressly provided for herein. Paycom will not be required to rely upon any information provided via telephone or any means other than as specifically set forth herein.

12. Client's Indemnity Obligation. Notwithstanding anything to the contrary herein, Client understands that all Services rendered by Paycom are based upon the information furnished by the Client. Client shall indemnify, defend and hold Paycom and its affiliates, and their respective employees and agents harmless from any and all liabilities, demands, actions, claims, judgments, losses, damages, and costs (including reasonable attorneys' fees) arising out of: (i) Client's breach of any obligation, representation, or warranty under this Agreement; (ii) any claim, demand, cause of action, or allegation that Client violated any applicable law, rule, or regulation; (iii) any failure on the Client's part to fund any payment obligation of Client; (iv) any debit or reversal of payments previously made to Client's employees or others as a result of Client's failure to fund or pay its obligations; (v) any breach of Client's Security Information (as defined in Section 16) caused by Client; (vi) Client's negligence or willful misconduct; (vii) Paycom's acts or omissions in furtherance of Client's instructions and/or (viii) the use of inaccurate information provided by the Client.

13. Client Representations and Warranties. Client represents and warrants that:

13.1. Client shall not use the Services for any illegal purpose, such as but not limited to, terrorism or money laundering.

13.2. Client does not and shall not appear on any terrorism watch list, OFAC list, or similar list maintained by the U.S. Government.

13.3. Client shall comply with all applicable laws, rules, and regulations, including but not limited to Applicable Privacy Laws (as defined in Section 22.9), and shall not violate the laws of the United States.

13.4. Client shall not upload to Paycom's system, including but not limited to, through the Website Account, Data Services (as defined in Section 19), or in any other manner, any documents, information, or materials that are not related to the Services provided.

13.5. Client's use of the Services is for a commercial purpose and specifically not for any personal, family, or household purpose.

14. Fees and Charges. Paycom's initial fees and charges shall be consistent with the final written pricing proposal provided to Client. Except as required by law, Paycom's pricing structure and pricing to Client is confidential and shall be treated by Client as confidential. Client agrees to pay, at regular intervals, Paycom's applicable fees and charges for the Services. Paycom's pricing may be amended from time to time upon prior written or electronic notice to the Client. In the event Client does not consent to Paycom's revised pricing, Client shall have the right to terminate this Agreement by providing Paycom with written notice of termination within fifteen days of Paycom's first communication to Client of the pricing change. As

additional consideration for Paycom's provision of Services to Client, Client assigns to Paycom or Paycom's financial institutions or depositories any benefits derived on the funds maintained in Paycom's client accounts (i.e. any interest or investment income on funds deposited into and held in Paycom's accounts).

15. Payment. To facilitate the payment of the fees, charges, or other amounts due or payable to Paycom under this Agreement, Client will provide Paycom with access to a Client bank account and will notify Paycom of the demand deposit account number and transit routing number for the account. Client irrevocably consents to Paycom's use of Paycom's Client account information and Website Account access for purposes of electronically drawing funds from Client's bank account in accordance with Client's obligations set forth in this Agreement. Client hereby authorizes Paycom to process wires, drawdown wires, and/or ACH debits or credits in connection with the monies (including Paycom's compensation and fees) applicable to this Agreement. Paycom fees for the notification services contemplated by this Agreement may be debited and/or charged at intervals consistent with and together with Paycom's fees and charges for Paycom's payroll processing and other services to Client.

16. Access Restrictions. Maintaining the confidentiality of Client's Client Code, User Name, Password, access keys, and/or other account access information (collectively "Security Information") is the responsibility solely of Client. A person with knowledge of Client's Security Information will be able to access Client's account and initiate transactions and funds transfers on behalf of Client. If an unauthorized person obtains access to Client's Security Information and initiates transactions, Paycom cannot protect Client from the result of any such transactions. Paycom shall rely upon any and all instructions and directions provided using the Client's Security Information. Client agrees:

16.1. Client will not disclose its Security Information to anyone not authorized to request transactions on Client's behalf;

16.2. Client will undertake its own commercially reasonable security measures to prevent the disclosure and/or unauthorized use of its Security Information;

16.3. Client shall, at regular intervals, follow the procedures within the Website Account interface to update and/or revise its Security Information;

16.4. Client may modify its Security Information as many times as Client deems appropriate. If Client suspects that someone has access to Client's Security Information, Client shall immediately make revisions to its Security Information; immediately review all recent and pending transactions, and immediately notify Paycom of its suspicions concerning a potential breach of Client's Security Information.

16.5. Neither Paycom, nor its agents or affiliates shall be liable for any loss, claim, or circumstance in connection with instructions given by Client or anyone else using Client's Security Information. Paycom shall have the absolute right to rely upon all instructions given to Paycom using Client's Security Information.

16.6. Client shall indemnify, defend, and hold Paycom, and its agents and affiliates harmless from any claims, liabilities, losses, or demands arising out of the alleged unauthorized use of Client's Security Information by persons other than Paycom.

17. Security Features. Paycom employs various security features to enhance security and limit access to the Website Account. Client is responsible for adopting its own effective internal controls concerning its payroll, funds, security, and use of the Website Account. Paycom's services should not be relied upon to detect or disclose errors, fraud, or illegal acts of Client's employees or third parties however Paycom's security features may assist Client in mitigating its risks concerning such matters. To the extent Client elects to disable or discontinue the use of certain security features offered by Paycom (including email notifications, IP address verification, masking informational fields, or other features), Client assumes full responsibility arising out of Client's non-use or disabling of any such security feature(s). Paycom disclaims any and all responsibility arising from Client's disabling or non-use of any Paycom security feature. Client does hereby release and forever discharge and hold Paycom harmless from any and all demands, claims, and liabilities of whatever kind or nature, either in law or equity, whether known or unknown, which arise or may hereafter arise from Client's disabling or non-use of any Paycom security feature. Client has the option of reactivating any disabled feature at any time.

18. Internet Access. The Website Account will be accessible from the internet. Client shall be responsible for accessing the internet to utilize Paycom's Services and access the Website Account. Paycom does not warrant and shall not be responsible for the cost and maintenance of any telephone, cable internet provider, wireless tower, or other communication circuits required for dutiful transmission and system access. Data files are transmitted over communication company circuits, which are wholly beyond the control and jurisdiction of Paycom and are maintained by the applicable communications companies. If these communication circuits are not functional for any reason, the data files may not accurately or completely reach Paycom's facilities or equipment. Paycom is not responsible for or in control of the continued operations or functioning of these communication circuits nor the reliability of the data files being received over them. Client shall not hold Paycom responsible in any way for any losses of any kind whatsoever resulting from the failure of any communication circuits or internet service

provider to fully and properly perform, whether the failure of the communications are caused by any provider, whether Client's provider, Paycom's provider, Client's user's providers, Client's employee-user's providers, or any other provider. In the event of interruption of access to the Website Account, Paycom's sole obligation and liability shall be to restore access to the Website Account as soon as reasonably possible. Paycom makes no other warranties, express or implied, with respect to the subject Services or the Website Account and/or the availability of the Website Account.

19. Data Services. As a part of the Services, Paycom may: generate, create, and/or facilitate the creation of certain reports; allow access by Client and/or third parties to certain Website Account and third party data feeds; create or connect Client and/or third party data feeds to the Website Account; create data feed protocols to convert and facilitate the communication of data between Client's and/or third parties' systems and the Website Account; setup and automate scheduled data feed imports and transmissions; and import and transmit data ("Data Services"). Certain Data Services are governed by their own service specific Service Component Schedules, which shall supersede this Agreement to the extent there is a conflict between this Agreement and the service specific Service Component Schedule. Certain Data Services (for example, Paycom's application program interface ("API") and secure file transfer protocol ("SFTP") services) may require the use of an access key to gain access to Client data. These access keys are the sole property of Paycom and may be revoked at Paycom's discretion without notice to Client if Client violates any of the terms herein or Paycom has reason to suspect the access keys have been misused or compromised. The number of API calls or SFTP requests Client is permitted to make may be limited by Paycom as necessary to best provide quality of response. Client is permitted to use the API or SFTP interface to access Client data maintained on the Website Account and to interface with other systems in Client's organization as necessary in the ordinary course of business. Client may work with third parties only as necessary to facilitate Client's API usage, so long as such third parties are subject to the obligations imposed on Client herein. Client shall not use the access keys, or any of the Data Services to attempt to gain access to other data on Paycom's system, or for any other purpose not expressly authorized herein. Client is not permitted to resell applications or services that require the Data Services. Client is not permitted to sell, transfer, or sublicense access to the Website Account or the Data Services. Client shall not commercialize (sell, rent, trade or lease) the content provided via the Website Account or the Data Services. Client shall not decompile, modify, reverse engineer, create derivative works, or otherwise alter the Website Account or Data Services. Client shall not distribute or publish links to the Website Account or Data Services. Client shall not use robots,

spiders, scraping, or other technology to access or use the Website Account, Data Services, or any of Paycom's systems. Client shall not access or attempt to access the account information of other users, or any other unauthorized information. Client's use shall not violate any applicable laws or regulations, including but not limited to those related to privacy and data protection. Client shall not use the Data Services interface in a manner that exceeds reasonable request volume or could be considered excessive or abusive usage. Client shall not distribute or publish automation documentation, including but not limited to, API and SFTP documentation, file import formats, or file export formats to third parties. Paycom does not, by allowing Client to use or access the Website Account and Data Services, transfer any rights or ownership in the Website Account or Data Services, documentation, source code, or Paycom intellectual property. The Website Account and Data Services are and shall at all times remain the property of Paycom and Paycom alone. Paycom may update the structure of the classes, functions, reports, or data provided by the Website Account and Data Services. Paycom may also update the associated documentation or the permitted uses of the Services at any time and without notice to Client. Client acknowledges and accepts that the provision of these Data Services may result in Client's data being stored, transmitted, accessible, and handled in a manner that does not conform to the data security protocols described herein. Paycom makes no warranty or representation as to the sufficiency or adequacy of such nonconforming protocols. Client and such applicable third parties shall be exclusively responsible for adopting their own effective controls concerning access to Client's data. Client acknowledges and accepts all risks and liabilities arising from the nonconforming protocols. Client is responsible and liable for all damages caused by the nonconforming protocols. Notwithstanding anything to the contrary in this Agreement, to the extent Paycom is determined to be liable for any monetary damages arising from the Data Services, Client's remedies for all damages, losses, liabilities, demands, and causes of action, whether in contract, tort, including negligence or otherwise, shall not exceed Fifty Dollars (\$50), regardless of Client's actual losses, liabilities, or injuries. Paycom is not an insurer against Client's risks. To the extent the Client desires Paycom to assume a greater liability or responsibility than as set forth herein, then, an additional fee must be first quoted to Client and paid by Client before such greater responsibility shall apply to Paycom. In addition to Client's indemnification obligations provided herein, Client shall indemnify, defend, and hold Paycom and/or Paycom's respective employees, officers, directors, attorneys, agents, related entities, and affiliates harmless from any and all liabilities, demands, actions, claims, judgments, losses, damages and costs (including attorneys' fees) arising out of any claim, demand, cause of action or allegation resulting from Paycom's provision of the Data Services; that any person or Client

(including its officers, employees, personnel, any entity related to or performing services on behalf of Client, or any Client contractor) was permitted unauthorized access to Client's data arising from the Data Services; that any confidential information transmitted was lost, disclosed, or breached; that any confidential information of others was disclosed to unauthorized persons in connection with the Data Services; or that Client's or third parties' protocols failed to comply with applicable local, state, or federal law or regulation.

20. Implementation. All setup fees paid by Client are non-refundable, in whole or in part. In addition to any other setup fees paid by Client, in the event that Client causes implementation delays that ultimately result in a failure to process payroll on Client's first projected check date, Client shall pay an additional fee which shall be no greater than an amount commensurate with Client's initial setup fee.

21. Client's Review. To the extent Paycom regularly mails or couriers checks, paystubs, and/or reports to Client, upon Client's receipt of checks, paystubs, and/or reports from Paycom, Client shall promptly examine such checks, paystubs, and reports for each applicable pay period or reporting period and shall notify Paycom of any discrepancies between such documents and Client's own records, or any errors, omissions, or miscalculations in said documents as soon as reasonably possible, but in no event later than ten (10) calendar days after Client's receipt of said documents. To the extent checks, paystubs, or reports are not regularly mailed or couriered but instead are regularly available for review through the Website Account, then Client shall regularly review and examine said documents for each applicable pay period and shall notify Paycom of any discrepancies between such documents and Client's own records or any errors, omissions, or miscalculations in said documents as soon as reasonably possible, but in no event later than ten (10) calendar days after said documents become available on the Website Account. Client shall be solely responsible for all damages that result from or could have been avoided had Client timely reviewed its documents and advised Paycom or any other Parties of any such errors, omissions, miscalculations, or discrepancies.

22. Confidentiality. Each Party will take all of the following measures to protect all Confidential Information:

22.1. Hold all Confidential Information in the strictest of confidence;

22.2. Safeguard Confidential Information with the same degree of care to avoid unauthorized disclosure as it uses to protect its own information of a similar nature, but in any event, no less than reasonable care, which necessarily includes the care required by Applicable Privacy Law;

22.3. Except as required by law, not disclose Confidential Information to any of its own employees, agents, contractors, or representatives (“Representatives”), except to those of its Representatives who have signed written confidentiality agreements at least as restrictive and protective as the obligations set forth herein;

22.4. Not use (or assist or permit its Representatives to use) any of the Confidential Information for any purpose other than: (i) the performance of its obligations under this Agreement; and/or (ii) in connection with the defense or prosecution of any claim relating to the subject services. In the event of such use in connection with defense or prosecution of a third party claim, the Party seeking to disclose Confidential Information shall, reasonably in advance, advise the other Party of its intended use of such information and shall not object to the intervention or request for protection of such information in connection with such third party claim or proceeding.

22.5. Each Party will maintain all information subject to Applicable Privacy Law in accordance with standards required by Applicable Privacy Law, even beyond the term of this Agreement.

22.6. The following conditions will apply to Representatives:

22.6.1. Representatives that will have access to Confidential Information shall be informed of the confidential nature of such information.

22.6.2. Each Party will impose on its Representatives, as a binding obligation, confidentiality and non-disclosure obligations consistent with this Agreement.

22.7. The restrictions in this Section shall not apply to any information to the extent that it: is or comes within the public domain other than through a breach of this Section 22; or is in a Party’s possession (with full right to disclose) before receipt from the other; or is lawfully received from a third party (with full right to disclose); or is independently developed without access to or use of the Confidential Information; or is required to be disclosed by law or by a court of competent jurisdiction provided that, unless prohibited by law from doing so, the Party required to disclose such information agrees to give prior written or electronic notice of such disclosure and to take reasonable and lawful actions available to it to avoid and/or minimize the extent of such disclosure.

22.8. Either Party may seek injunctive relief for any actual or reasonably anticipated disclosure by the other, including preliminary and permanent injunctive relief, regardless of whether monetary damages caused by the breach can be determined or proved.

22.9. “Applicable Privacy Law” means any and all applicable federal, state, or local laws, rules and regulations regarding privacy, and any and all applicable requirements of any government authority regarding privacy as to the Confidential Information exchanged in connection with the Services.

22.10. The term “Confidential Information” shall mean all information one Party hereto acquires from the other Party hereto relating to the Services, whether developed by the disclosing Party or by others and whether patented or patentable, including, without limitation, Personal Data (as defined in Section 23), trade secrets, unpublished patent applications, designs, processes, disaster recovery plans, audit reports, information technology structure and hardware, studies and notes containing or reflecting such information, business plans and strategies, financial information, pricing information, specifications, devices, and all information one Party hereto acquires or observes in connection with the Services, regardless of whether such information is designated as Confidential Information at the time of its disclosure.

23. Data Security. To ensure the security of Client’s electronic nonpublic personal information (“Personal Data”), Paycom shall:

23.1 implement reasonable technical and organizational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, or access, in particular, where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;

23.2 encrypt Personal Data while in transport over the internet and, when data is not in transport, store such data on storage that is encrypted;

23.3 upon a complete investigation and validation, promptly notify Client of any facts known to Paycom concerning any accidental or unauthorized disclosure or use, or accidental or unauthorized loss, damage, or destruction of Personal Data by any current or former employee, contractor or agent of Paycom, or by any other person or third party;

23.4 in the event of any accidental or unauthorized disclosure or use, or accidental or unauthorized loss, damage, or destruction of Personal Data by any current or former employee, contractor or agent of Paycom, or by any other person or third party, reasonably cooperate with Client as required by Applicable Privacy Law to: (i) limit the unauthorized disclosure or use, (ii) seek the return of any Personal Data and (iii) assist in providing notice; and

23.5 upon termination or expiration of the Agreement for whatever reason, Paycom shall maintain the confidentiality and data security obligations set forth herein while Paycom retains any Personal Data.

23.6 In addition to the foregoing, Paycom is not and shall not be Client’s official record keeper. Accordingly, Client shall keep copies of all information and Personal Data it deems necessary.

24. Exclusions to Limitations of Liability. Notwithstanding anything to the contrary in this Agreement, neither Party

excludes nor limits its liability to the other for any of the following (and nothing in this Agreement shall be construed as excluding or limiting such liability):

24.1. for personal injury or death resulting from its negligence or that of its employees, agents, or subcontractors;

24.2. for any matter which it would be illegal for that Party to limit its liability;

24.3. for a Party's fraud, fraudulent misrepresentations, defamation, or trade libel;

24.4. for a breach of Section 12 (Client's Indemnity Obligation), Section 13 (Client Representations and Warranties), and/or any Client funding requirements in this Agreement;

24.5. for a Party's fee due and owing for services provided to the other Party;

24.6. for a Party's failure to remit funds and/or satisfy its funding obligations to the other Party; and

24.7. for, after Client remits all applicable tax monies to Paycom and complies with this Agreement in material respects, Paycom's failure to pay and remit said tax monies to applicable Taxing Authorities on Client's behalf.

25. Third Party Arrangements. To the extent the undersigned signatory is acting on behalf of a third party with respect to servicing that third party's payroll and other service needs, the undersigned signatory hereby warrants and represents to Paycom that the signatory has been appointed as the third party's duly authorized agent and has all the requisite authority to bind said third party to the obligations of this Agreement and hereby does bind said third party to each of the obligations of this Agreement. Additionally, third parties shall be required to enter into separate agreements with Paycom. Client shall provide Paycom a list of any such third parties and any other information as requested by Paycom.

26. Interest. In addition to any other rights or fees provided for herein, if any amount is not paid to Paycom within five calendar days of its due date, Client shall be additionally liable for interest on said unpaid amount at an interest rate of 1½% per month or the highest rate allowed by applicable law, whichever is less, from the due date until paid in full.

27. Force Majeure. Neither Party shall be liable for delays in performance which are caused by natural disasters, strikes, war, terrorism, utility outages, communication outages, or any other circumstances which could not have been reasonably foreseen and avoided by commercially reasonable action, or are beyond the reasonable control of such Party, except that this provision shall not excuse the failure of Client to timely meet all of its funding and cash requirements to Paycom for any payroll submitted by Client to Paycom. If applicable, either Party shall

be excused from performance under this Agreement for the duration of the effects of such circumstances.

28. Waiver. The failure by Client or Paycom to insist upon strict performance of this Agreement shall not constitute a waiver of that provision with respect to demands for future performance.

29. Severability. Each section, subsection and lesser section of this Agreement constitutes a separate and distinct undertaking, covenant or provision hereof. In the event that any provision of this Agreement shall be determined to be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event such a limiting construction is impossible, such invalid or unenforceable provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

30. Independent Contractors. This Agreement establishes an independent contractor relationship only, by which Paycom will perform the Services described in this Agreement. It is not intended as, and shall not be construed to establish a partnership, joint venture, or master/servant relationship. Paycom shall only be required to assist the Client with its obligations and with the perform the specific Services provided for in this Agreement, and no others. It is agreed that Paycom is not an insurer and that the fees Paycom charges are based solely on the value of the services provided for herein. Client and Paycom acknowledge and agree that Paycom is retained under this Agreement to assist Client with certain obligations of Client and that Paycom is not an employer of Client's employees, nor a fiduciary of Client or Client's employees. Paycom is merely providing certain specified services to assist Client. Paycom responsibilities include only the services expressly set forth herein and shall not include any other services, unless agreed to in writing. Nothing contained in this Agreement shall be deemed to permit either Party to conduct business in the name of or on account of the other Party, or to act on behalf of or bind the other Party in any manner whatsoever, except for the taking of actions by Paycom on behalf of Client in the fulfillment of Paycom's specific obligations under this Agreement.

31. No Third Party Beneficiaries. Nothing in this Agreement creates or will be deemed to create third party beneficiaries of or under this Agreement. BY VIRTUE OF THIS AGREEMENT, PAYCOM HAS NO OBLIGATIONS TO ANYONE OTHER THAN THE CLIENT ENTITY SIGNING THIS AGREEMENT. BY VIRTUE OF THIS AGREEMENT, PAYCOM HAS NO OBLIGATION TO ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, TAXING AUTHORITIES AND/OR CLIENT'S EMPLOYEES,

INDEPENDENT CONTRACTORS, AND/OR CONSULTANTS).

32. Assignment. This Agreement shall not be assigned by Client, in whole or in part, without the prior written consent of Paycom, which shall not be unreasonably withheld or delayed.

33. Electronic Signature. Paycom and Client agree to conduct this transaction by electronic means and that an electronic signature of either Party or both Parties, including fax signature, PDF signature, or other electronic means, shall have the same legally binding force and effect as an original signature. An executed copy of this Agreement may be delivered by one or more of the Parties by facsimile, email, or similar instantaneous electronic transmission device pursuant to which the signature of, or on behalf of, the Party can be seen, and such execution and delivery shall be considered valid, legally binding, and effective for all purposes.

34. Entire Agreement, Amendments, and Modifications. This Agreement represents the entire agreement between the Parties, and there are no inducements, representations, or warranties, or any other oral or other written agreements or understandings between the Parties affecting this Agreement, or related to the Services to be provided by Paycom or duties undertaken by Client under this Agreement. Upon 30 days' notice to Client, Paycom may amend the Agreement at any time in its sole discretion, effective upon posting the amended terms to Client's Website Account. Upon receipt of such notice, Client may object in writing to any proposed changes and the Parties may negotiate. However, if Client does not provide a written objection within 30 days of its receipt of notice, Client will be deemed to have consented to any proposed amendments and such changes shall go into effect. With respect to the Services, this Agreement supersedes all previous agreements and negotiations between the Parties. It is understood and agreed that no employee, officer, or director of Paycom has the authority to modify this Agreement orally.

35. Venue; Governing Law. All issues and questions concerning the construction, validity, enforcement, performance, and interpretation of the Agreement or arising from any business dealings by or among the Parties shall be governed by, and construed in accordance with, the laws of the State of Oklahoma. Any claim arising out of or related to this Agreement, including without limitation claims related to the Parties' negotiations and inducements to enter into this Agreement, shall be submitted to mandatory, binding arbitration under the auspices of the American Arbitration Association (the "ADR Association"), in a mutually agreed upon location, with the parties sharing equally the costs of arbitration. Arbitration will proceed according to the commercial rules of the ADR Association. This section does not limit either Party's right to provisional or ancillary remedies from a court of competent jurisdiction before, during, or after the

pendency of any arbitration, and the exercise of any such remedy does not waive either Party's right to arbitration. Judgment on an arbitration award may be entered by any court with competent jurisdiction. Any legal proceedings to resolve or litigate any dispute will be conducted solely on an individual basis. No Party will seek to have any dispute heard as a class action or in any other proceeding in which either Party acts or proposes to act in a representative capacity. *Any and all such rights to proceed on a class-wide basis are hereby waived. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. If any portion of this class action waiver is deemed unenforceable, then that portion will be severed with the remainder remaining in full force and effect.* Client expressly waives any claim of sovereign immunity as to Client's business dealings with Paycom if applicable (i.e. Native American Nations). If either Party brings a legal action to enforce the Agreement, the prevailing Party in such action, as determined by the court, shall be entitled to recover reasonable attorneys' fees and litigation expenses as determined by the court. Client and the undersigned individual each represent that the signatory to this Agreement is authorized to enter into such agreement on behalf of Client.

36. To the extent not prohibited by law, during the term of the Agreement and for the twelve (12) months thereafter, Client shall not knowingly solicit or knowingly hire for employment or as a consultant, any Paycom employee or former Paycom employee who has had dealings with Client in any capacity while employed at Paycom.

37. WAIVER OF JURY TRIAL. PAYCOM AND THE CLIENT EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ISSUE TRIABLE BY A JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT NOW OR HEREAFTER EXISTS WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY PAYCOM AND THE CLIENT AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY MAY OTHERWISE ACCRUE. PAYCOM AND THE CLIENT ARE HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY THE OTHER PARTY.

38. No Publicity. Neither Party shall use the other Party's name, logo, or trademarks, or make or issue any public statement, written or oral, referencing such other Party as a service provider, customer, partner, or the like, without the prior written consent of such other Party.

**AGREED AND ACCEPTED BY CLIENT:**

\_\_\_\_\_  
COMPANY LEGAL NAME

\_\_\_\_\_  
TYPE OR PRINT NAME TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

**PAYCOM PAYROLL, LLC d/b/a PAYCOM:**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Jon Evans  
\_\_\_\_\_  
TYPE OR PRINT NAME

Reporting Agent  
\_\_\_\_\_  
TITLE

FEIN: \_\_\_\_\_



Park District of Highland Park

# Park District of Highland Park Implementation Details

Exhibit A





## PHASE I: DATA COLLECTION

### Kick Off Meeting

An onsite work session that sets the tone and confirms all dates on the calendar for the project (i.e. setting onsite training times for staff and administrators, scheduling product setup and training). You will meet the remaining members of your implementation team and onsite data collection out of ADP will be completed by the Sales Rep & Transition Specialist.

The target date for PDHP is a go-live of March 2019 but this date can be amended as seen fit by the client based on timeline in the Kickoff Meeting.

### Critical information we will gather in this phase:

- Client Information**
  - General Information
  - Payroll Schedules/Banking Information
- Year to Dates**
  - Most Recent QTDs
  - Each Payroll Register in current quarter
- POAs/8821/PA Local**
  - Federal Proof
  - State/Local Proof
- Setup Spreadsheet**
  - Earnings & Deduction Codes
  - Labor Allocation Information
  - Federal, State, & Local Tax Information
- Employee Data Pull**
  - Employee Demographic Data
  - Scheduled Earnings & Deduction Data
  - Direct Deposit Data
- ACA Setup & Agreement**
  - Enhanced ACA Setup
  - ACA Agreement
  - Historical ACA Data
- Retirement Plan**
  - Basic Policy Information
  - Match Policy
- GL Setup**
  - GL Sample String & File



### PHASE II: NCS Team Building System

#### **IRC Meeting**

During the Implementation Review Call the client, Sales Representative, Transition Specialist, and New Client Setup Specialist will be on a call to review any questions regarding the data that was initially collected in Phase One. Items for discussion include but are not limited to: discussing and confirming tax treatment of earning and deduction codes, confirming department/cost center setup, tax accounts, client bank account information etc.

#### **Building Process Begins**

New Client Setup Team is now ready to build out the system with all employee and company information.



## PHASE III: PRODUCT SETUP

### Product Setup

During Product Setup phase, the TSR will continue to host individual product setup meetings with the appropriate team members at PDHP and go through testing phases to ensure proper setup.

During the Kickoff Meeting, the schedule of product roll-out and prioritization will be decided together and official dates for setup meetings will be scheduled. As a client adds product during their tenure, the same process will stay in place: Product Setup Meeting and product training for all users to follow.



### PHASE III: Logins, Verification, and Training

#### **Logins**

The client receives administrative logins. That day, we will conduct on-site system overview training for admins to lay the foundation for using Paycom. We will cover items like issuing employee logins, setting up users and user access groups, running reports, and making individual and batch changes.

#### **Verification**

Prior to receiving logins to the system, Paycom will complete a secondary data pull to capture any changes made within ADP since the initial data pull in Phase One. Paycom will then assist in pulling data verification reports to ensure that the data that migrated from ADP to Paycom is verified and up to date. This phase will also include running test payrolls prior to going live to ensure all items are processing perfectly.

#### **Employee/Manager Trainings**

We will execute previously planned employee and manager trainings during this time.



### PHASE IV: PAYROLL & PRODUCT SETUP

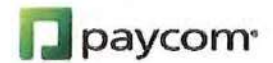
#### **Payroll Training**

Paycom will provide on-site assistance for the entire first payroll process. This phase will also be the tail-end of any test payrolls that need to be run/verified.

#### **Post Payroll Meeting & Product Training**

Following the first payroll, Paycom and the client will have a post-payroll meeting which will include the Paycom transition team and the client's transition team. This is a time to de-brief and cooperatively put an action plan together for any further training desired in transition and begin the process of handing off to your long-term Paycom support team.





Proposal Valid For 30 Days

Client Signature
Printed Name

Title
Date

**Human Capital Management Solution**

Solution	Base	Per Pay	Per Payroll Fee	
Single Application HCM System			Included	
Dedicated Paycom Specialist			Included	
Analytics Dashboard			Included	
Applicant Tracking			Included	
New Hire Reporting			Included	
Employee Self Service			Included	
Document & Task Management			Included	
Time and Attendance			Included	
Schedule Exchange			Included	
Time Off Accrual Tracking			Included	
Time Off Requests			Included	
Payroll Processing			Included	
- Check Vouchers			Included	
- Federal Electronic Tax Depositing (941,940)			Included	
- Deposit and File State Tax Deposits			Included	
- Deposit and File SUTA (State Unemployment)			Included	
- Quarterly Federal/State Deposit Statements			Included	
- Quarterly 941s Signed and Filed			Included	
- Jurisdiction Filing (\$6 per additional Jurisdiction)	Jurisdictions: 1		\$ -	
Payroll Gross to Net			Included	
General Ledger Concierge			Included	
Check Stuffing			Included	
Advanced Report Center			Included	
Workers Comp Tracking			Included	
401(k) Standard Report			Included	
Enhanced Affordable Care Act			Included	
Government & Compliance			Included	
Expense Management			Included	
Performance & Compensation			Included	
Personnel Action Forms			Included	
	514	\$ 136.06	\$ 6.26	\$ 3,353.70
Direct Deposits (\$7 base+\$0.25 per additional deposit)	324 Direct Deposit			Included
Full Garnishments \$10/Garnishments	4 Garnishment			Included
<b>Total</b>				<b>\$ 3,481.70</b>

Hardware			
Solution	Option	Quantity	Per Payroll Fee
Hardware Clock with Fingerprint Reader	Lease Per Month	11	Included
<b>Total Clocks Per Payroll</b>			<b>\$ 761.54</b>

<b>Grand Total Per Payroll</b>	<b>\$ 4,243.24</b>
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Proposal Prepared for Valued Partner - Park District of Highland Park  
 Proposal #514-136.06-6.26-4243.24-75895  
 Frequency: BI-WEEKLY / Number of Pays: 514



One-Time Conversion, Set-Up and Training				
Solution	Option	Quantity	Per Unit Charge	Fee
Client Conversion	Included			\$ 14,348.71
Training	Included			Included
Hardware Clock with Fingerprint Reader	Security Deposit	11	\$ 500.94	\$ 5,510.34
<b>Total Initial Investment</b>				<b>\$ 19,859.05</b>

Annually			
Solution	Option		Annual Fee
940 Filed	Included		Included
2018 W-3 Transmittal	Included		\$ 75.00
2018 Employee/Employer W-2s	Included	Per W-2	\$ 6.95
2018 ACA Form 1094 (B or C)	Included		\$ 75.00
2018 ACA Form 1095 (B or C)	Included	Per 1095 Form	\$ 6.95

All Pricing is subject to change with written or electronic notice. Note: Delivery fee will be based on actual delivery costs. Additional processing fees may apply.

All applicable taxes, including but not limited to sales or service taxes, are not included in the above proposal (unless specified otherwise). Client is responsible for applicable taxes in addition to the fees outlined in the proposal. Applicable taxes may vary by jurisdiction.



# Memorandum

**To:** Board of Park Commissioners  
**From:** Dan Voss, Director of Parks & Properties, Kathy Donahue, Deputy Director of Operations, Liza McElroy, Executive Director.  
**Date:** November 13, 2018  
**Re:** **RECOMMENDATION: PURCHASE OF CAPITAL REPLACEMENT VEHICLES – Two (2) Pick-up Trucks**

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## **Summary**

Staff is recommending the purchase of one (1) 2019 F250 XL 4x2 pick-up truck with service body and one (1) F250 XL 4x4 pick-up truck with extended cab and plow from Landmark Ford for a total cost of \$74,564.00 through the State Purchase Program, and to accept trade-in total value of \$3000.00, for a final purchase price of \$71,564.00. The two new trucks will replace one (1) 2008 Ford F150 pick-up truck and one (1) 2005 Chevrolet C1500 pick-up.

The State has already performed the public bid requirements. The State Bid Program allows public agencies to directly purchase items, products, equipment, etc. directly with the State's preferred vendor. Note: A hybrid or electric pick-up trucks are not available options through the State Purchase Program.

## **Recommendation**

**Staff recommends acceptance of the low bid from Landmark Ford in the amount of \$71,564.00**

## **Budget Impact**

Total Available Budgeted Funds for these projects	\$76,000.00
Purchase Price	<u>\$71,564.00</u>
<b>Anticipated Amount over/<u>under</u> Budget</b>	<b>\$4,436.00</b>



# Memorandum

To: Board of Park Commissioners

From: Amalia Schwartz, Senior Planner; Jeff Smith, Assistant Director of Parks, Properties & Planning; Dan Voss, Director of Parks, Properties and Planning; Kathy Donahue, Deputy Director of Operations; Liza McElroy, Executive Director

Date: November 13, 2018

Subject: **2018 Danny Cunniff Tennis Court Drainage Improvements and Rebuild**

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## **Summary**

The Park District of Highland Park's Danny Cunniff Park hosts twelve outdoor tennis courts located just south of the playground and east of the basketball court. For the past 10 years, the courts are consistently flooded after heavy rain storms and drain slowly. Due to the poor drainage after heavy storms, some of the courts can remain out of play for multiple days. The frequent standing water results in premature deterioration of the court surface.

The courts were installed when the park was developed and opened in 1969. Since then the courts have been maintained with a cycle of repaving and coloring/stripping/patching. The courts were last paved in 1998 and most recently colored and striped in 2014.

The courts are due for new paving and color/stripping. As due diligence, in advance of investing in the courts, the Park District entered into a contract with Gewalt Hamilton Associates (GHA) to assess the drainage and condition of the courts at Danny Cunniff park and to provide solutions to improve drainage to extend the life of the court surface.

The resulting report found that the water flooding the courts originates from the courts themselves; and therefore, points to need for storm sewer repair. GHA conducted underground televising to identify repairs to the underground storm sewer pipes to improve drainage of the courts after heavy storms (estimated costs for storm sewer repair \$35K). GHA also evaluated various pavement repair options including asphalt replacement (estimated construction cost: \$475K), full reconstruction (\$835K), and pulverizing the existing asphalt in place (\$720K). The asphalt replacement option is the most cost-effective remedy and will address the needs of the courts. The proposed improvements are expected to extend the life of the courts and reduce costs for future improvements and repairs – saving the district an estimated \$100K over the next 10 years. The estimated costs of construction for the storm sewer repairs and the asphalt replacement totals \$510K which is within the 2019 budget for construction.

The proposed contract with GHA is the next step in this project to develop construction drawings and specification for the drainage improvements and tennis court asphalt replacement as well as associated

construction administration. The proposed timeline is to address the drainage improvements in Spring 2019 and complete the court rebuild in Fall 2019 after the summer season.

**Recommendation**

Staff recommend that the Park Board authorize the Executive Director to enter into an agreement with Gewalt Hamilton for \$31,200 for the Construction Documents, Permitting and Construction Administration. The budget for the study is \$50,000.



To: Board of Park Commissioners

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

Date: November 13, 2018

Subject: Bills and Payroll Disbursements authorized by Finance Committee Member(s). Checks written October 19, 2018 through November 8, 2018 to be presented to the Board for approval on November 13, 2018.

**BILLS**

<b><u>DATE</u></b>	<b><u>AMOUNT</u></b>
October 22, 2018	\$ 350.00
October 22, 2018	\$ 275.00
November 1, 2018	\$ 1,382.18
November 1, 2018	\$ 308,977.72
November 8, 2018	\$ 69,093.67
Void Payments	\$ (432.02)
Bank Drafts	\$ 58,269.06
P-Card	\$ 217,234.66
<b>TOTAL</b>	<b>\$ 655,150.27</b>

**PAYROLL DISBURSEMENTS**

October 12, 2018	\$ 303,521.23
October 26, 2018	\$ 309,469.15
<b>TOTAL</b>	<b>\$ 612,990.38</b>
<b>GRAND TOTAL</b>	<b>\$ 1,268,140.65</b>

To the Treasurer:

The payment of the above listed accounts is hereby approved by the below named Finance Committee member as of 11-13-18 and you are hereby authorized to release the checks from the appropriate funds.

\_\_\_\_\_  
Finance Committee Member

ATTEST: \_\_\_\_\_  
Secretary



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
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>350.00</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	10/2018	350.00
			<hr/>
			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	
<b>Bank Code: AP-AP BANK</b>						
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
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>275.00</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	10/2018	275.00
			<u>275.00</u>



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
	<u>1</u>	<u>1</u>	<u>0.00</u>	<u>1,382.18</u>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	11/2018	1,382.18
			<u>1,382.18</u>



Park District of Highland Park, IL

# Check Register

Packet: APPKT01780 - 20181101 2

By Check Number

Vendor Number Payable #	Vendor DBA Name Payable Type	Payment Date Payable Date	Payment Type Payable Description	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
<b>Bank Code: AP-AP BANK</b>						
17336 <u>639172</u>	1000 DEERFIELD ROAD CONDO ASSC Invoice	11/01/2018 10/26/2018	Regular Refund	0.00 0.00	20.00 20.00	182428
10006 <u>101918</u>	3301-NCPERS - IL IMRF Invoice	11/01/2018 10/19/2018	Regular NCPERS Group Life Insurance	0.00 0.00	32.00 32.00	182429
17606 <u>642769</u>	ANN SHAFER Invoice	11/01/2018 10/30/2018	Regular Refund	0.00 0.00	22.95 22.95	182430
10420 <u>7064771</u>	CENTERPOINT ENERGY SERVICES, IN Invoice	11/01/2018 10/26/2018	Regular 09/01/18-09/30/18	0.00 0.00	3,753.78 3,753.78	182431
10502 <u>504436</u>	CITY OF HIGHLAND PARK Invoice	11/01/2018 10/23/2018	Regular 29-78 Golf Cart Sales	0.00 0.00	1,200.00 1,200.00	182432
17592 <u>5698</u>	CLASSIC TILE INC Invoice	11/01/2018 10/18/2018	Regular 326 Tile wall supplies	0.00 0.00	107.00 107.00	182433
17594 <u>641864</u>	COLLEEN MANN Invoice	11/01/2018 10/29/2018	Regular Refund	0.00 0.00	6.00 6.00	182434
10537 <u>2990529007_102</u>	COMED Invoice	11/01/2018 10/22/2018	Regular Rec Center 09/21/18-10/22/18	0.00 0.00	1,382.19 1,382.19	182435
10537 <u>1814767015_101</u> <u>7261044014_102</u>	COMED Invoice Invoice	11/01/2018 10/19/2018 10/22/2018	Regular Egandale Sec Light at Boat Beach,Cuniff09 1240 Fredrickson 09/21/18-10/22/18	0.00 0.00 0.00	752.06 65.47 686.59	182436
16142 <u>13012543801</u> <u>13012543801_10</u>	CONSTELLATION NEWENERGY INC Invoice Invoice	11/01/2018 10/20/2018 10/20/2018	Regular September-October 2018 August-September 2018	0.00 0.00 0.00	20,351.92 7,462.53 12,889.39	182437
10673 <u>101218</u>	DEERFIELD HIGH SCHOOL - CHORUS Invoice	11/01/2018 10/12/2018	Regular 801 10/12/18 event volunteer actors	0.00 0.00	1,000.00 1,000.00	182438
17596 <u>638430</u>	ELLEN ROMICK Invoice	11/01/2018 10/25/2018	Regular Refund	0.00 0.00	5.87 5.87	182439
17589 <u>8776</u>	FAIRYTALE ENTERTAINMENT PARTY Invoice	11/01/2018 10/09/2018	Regular 823 07/04/19 entertainment deposit	0.00 0.00	760.00 760.00	182440
17426 <u>2</u>	GENESIS ELECTRIC INC Invoice	11/01/2018 10/10/2018	Regular Sunset Valley Cart Barn Electric final paym	0.00 0.00	13,702.80 13,702.80	182441
10974 <u>5430.100-2G</u>	GEWALT HAMILTON ASSOCIATES, IN Invoice	11/01/2018 10/18/2018	Regular 70-11 PDHP Danny Cuniff Tennis Design	0.00 0.00	6,177.50 6,177.50	182442
17541 <u>2636529</u> <u>2646399</u>	GOVTEMPS USA, LLC Invoice Invoice	11/01/2018 10/11/2018 10/25/2018	Regular 01-11 09/24/18-10/07/18 01-11 10/08/18-10/21/18	0.00 0.00 0.00	10,430.00 4,847.50 5,582.50	182443
11009 <u>1503805</u> <u>1503834</u>	GRANDI BROS. Invoice Invoice	11/01/2018 10/17/2018 10/17/2018	Regular 01-14 Spark plugs 01-14 Oil cap,gas cap,belts,chains - chain	0.00 0.00 0.00	335.18 125.00 210.18	182444
17556 <u>18-0054-9323</u>	HEY AND ASSOCIATES, INC Invoice	11/01/2018 10/16/2018	Regular 70-11 HPCC Planning	0.00 0.00	9,920.00 9,920.00	182445
11109	HIGHLAND PARK HIGH SCHOOL	11/01/2018	Regular	0.00	1,000.00	182446

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

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Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>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	

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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
	<b>76</b>	<b>64</b>	<b>0.00</b>	<b>308,977.72</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	11/2018	308,977.72
			<u>308,977.72</u>



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By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP-AP BANK						
15147	ABC PRINTING COMPANY	11/08/2018	Regular	0.00	802.41	182493
<u>229172</u>	Invoice	10/04/2018	01-13 5 Walking Path Signs	0.00	38.97	
<u>229373</u>	Invoice	10/10/2018	01-22 250 Blue totes	0.00	298.52	
<u>229386</u>	Invoice	10/11/2018	29-29 8 X-Fearience/Hayride Signs	0.00	91.68	
<u>229389</u>	Invoice	10/11/2018	29-34 2 No Swimming Signs-Park Ave	0.00	77.32	
<u>229390</u>	Invoice	10/11/2018	70-11 10 HPCC Spraying Signs	0.00	84.42	
<u>229964</u>	Invoice	10/30/2018	29-61 3 HNC Signs	0.00	211.50	
10049	ADP, INC.	11/08/2018	Regular	0.00	9,724.95	182494
<u>524059132</u>	Invoice	11/02/2018	October 2018 Payroll Services	0.00	9,724.95	
17615	AMANDA KEE	11/08/2018	Regular	0.00	39.00	182495
<u>650929</u>	Invoice	11/07/2018	Refund	0.00	39.00	
17612	BRITTANY ZELWIN	11/08/2018	Regular	0.00	250.00	182496
<u>649661</u>	Invoice	11/06/2018	Refund	0.00	250.00	
17051	CARLOS CERVANTES	11/08/2018	Regular	0.00	28.85	182497
<u>648698</u>	Invoice	11/05/2018	Refund	0.00	28.85	
17608	SOKOL CENTRAL DISTRICT	11/08/2018	Regular	0.00	225.00	182498
<u>041418</u>	Invoice	10/30/2018	098 04/14/19 Gymnastics meet fees	0.00	225.00	
17613	DAVID POTOCEK	11/08/2018	Regular	0.00	100.00	182499
<u>649674</u>	Invoice	11/06/2018	Refund	0.00	100.00	
17476	ELIJAH HANDELSMAN	11/08/2018	Regular	0.00	51.00	182500
<u>650938</u>	Invoice	11/07/2018	Refund	0.00	51.00	
10868	FAULKS BRDS. CONSTRUCTION, INC	11/08/2018	Regular	0.00	1,100.15	182501
<u>306776</u>	Invoice	08/09/2018	29-41 Sand topdressing	0.00	1,100.15	
11009	GRANDI BROS.	11/08/2018	Regular	0.00	219.80	182502
<u>1503947</u>	Invoice	10/19/2018	01-14 exhaust cover, coupler, trimmer he	0.00	219.80	
11060	HALLORAN & YAUCH, INC.	11/08/2018	Regular	0.00	3,882.21	182503
<u>12926</u>	Invoice	10/26/2018	29-74 HPGLC Irrigation Winterization	0.00	2,400.00	
<u>9910</u>	Invoice	06/07/2018	29-41 Labor/Material/Repair #10 Fairway	0.00	1,482.21	
17609	JODI COPLAN	11/08/2018	Regular	0.00	6.80	182504
<u>645826</u>	Invoice	11/02/2018	Refund	0.00	6.80	
11541	LANER MUCHIN, LTD	11/08/2018	Regular	0.00	60.00	182505
<u>548562</u>	Invoice	10/01/2018	Professional services thru 09/20/18	0.00	60.00	
11612	LITTLE TOMMY'S PLUMBING	11/08/2018	Regular	0.00	835.00	182506
<u>1022-41681</u>	Invoice	10/25/2018	70-11 Reroute downspout into storm sew	0.00	835.00	
16928	E-QUANTUM CONSULTING, LLC	11/08/2018	Regular	0.00	165.00	182507
<u>4887</u>	Invoice	11/01/2018	01-11 Natural Gas Consulting Services	0.00	165.00	
11860	MUTUAL ACE HARDWARE	11/08/2018	Regular	0.00	32.63	182508
<u>1191 103118</u>	Invoice	10/31/2018	Supplies	0.00	32.63	
13604	NORTH SHDRE GAS	11/08/2018	Regular	0.00	222.75	182509
<u>0601145072-000</u>	Invoice	10/01/2018	1240 Fredrickson Pl 07/02/18-09/01/18	0.00	7.74	
<u>0602225773-000</u>	Invoice	10/01/2018	1390 Sunset Rd 08/02/18-09/01/18 ACT R	0.00	54.23	

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>0602225773-000</u>	Invoice	10/08/2018	1390 Sunset Rd 09/02/18-10/01/18	0.00	160.78	
11998	PARK DISTRICT RISK MGMT AGCY	11/08/2018	Regular	0.00	35.00	182510
<u>1535046591</u>	Invoice	10/04/2018	29-61 10/04/18 Training- J. Castrejon	0.00	35.00	
12091	POSTMASTER OF HIGHLAND PARK	11/08/2018	Regular	0.00	10,000.00	182511
<u>Permit 127 11061</u>	Invoice	11/06/2018	29-11 Replenish Bulk Mail Permit 127	0.00	10,000.00	
12211	RICOH USA, INC	11/08/2018	Regular	0.00	732.89	182512
<u>5054846639</u>	Invoice	10/18/2018	Copies 09/17/18-10/16/18	0.00	732.89	
17607	SCHAUMBURG PARK DISTRICT	11/08/2018	Regular	0.00	200.00	182513
<u>030119</u>	Invoice	10/30/2018	098 Gymnastics fees -March 2019 meet	0.00	200.00	
12393	SMITHGROUP, INC.	11/08/2018	Regular	0.00	8,435.38	182514
<u>0134355</u>	Invoice	10/24/2018	Professional services 09/01/18-10/12/18	0.00	6,125.38	
<u>0134357</u>	Invoice	10/24/2018	Professional services 09/01/18-09/28/18	0.00	2,310.00	
12493	SUNSET FOOD MART INC	11/08/2018	Regular	0.00	780.35	182515
<u>16200 103118</u>	Invoice	10/31/2018	Supplies	0.00	780.35	
17614	TRACY FAIRMAN	11/08/2018	Regular	0.00	90.00	182516
<u>650928</u>	Invoice	11/07/2018	Refund	0.00	90.00	
17610	TRAVIS HEBERLING VIDEO & PHOTO	11/08/2018	Regular	0.00	700.00	182517
<u>4</u>	Invoice	10/22/2018	29-42 Sunset Valley Drone Photographpy	0.00	700.00	
16255	VIDEO AND SOUND SERVICE, INC	11/08/2018	Regular	0.00	10,649.28	182518
<u>88354</u>	Invoice	08/15/2018	70-11 SVGC Security Camera Licenses	0.00	10,649.28	
12732	W.B. OLSON, INC.	11/08/2018	Regular	0.00	18,805.00	182519
<u>589 7</u>	Invoice	10/16/2018	70-11 Sunset Valley Golf Club	0.00	18,805.00	
17301	WILSON SPORTING GOODS	11/08/2018	Regular	0.00	430.22	182520
<u>4526009389</u>	Invoice	09/18/2018	29-55 Raquet	0.00	118.31	
<u>4526090316</u>	Invoice	09/28/2018	29-55 Overgrips	0.00	99.20	
<u>4526139808-1</u>	Invoice	10/05/2018	29-55 Raquet	0.00	118.31	
<u>4526142392</u>	Invoice	10/06/2018	29-55 Overgrips	0.00	94.40	
15286	YOUTH BASKETBALL TOURNAMENT:	11/08/2018	Regular	0.00	490.00	182521
<u>110118</u>	Invoice	11/01/2018	131 NIGFBA league fee- 9th grade	0.00	490.00	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	41	29	0.00	69,093.67
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>41</b>	<b>29</b>	<b>0.00</b>	<b>69,093.67</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	11/2018	69,093.67
			<u>69,093.67</u>



Park District of Highland Park, IL

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Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP-AP BANK 17301	WILSON SPORTING GOODS	11/01/2018	Regular	0.00	-432.02	182490

**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	1	0.00	-432.02
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>0</b>	<b>1</b>	<b>0.00</b>	<b>-432.02</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	11/2018	-432.02
			<u>-432.02</u>



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By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<b>Bank Code: PAYROLL-PAYROLL BANK</b>						
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
	<b>4</b>	<b>4</b>	<b>0.00</b>	<b>58,269.06</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	10/2018	58,269.06
			<u>58,269.06</u>



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
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>217,234.66</b>

## 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**



# Memorandum

To: Board of Commissioners  
From: Annette Curtis Director of Finance & IT, Liza McElroy Executive Director  
Date: November 13, 2018  
Subject: Resolution 18-04- Truth in Taxation Resolution

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## 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.

At October 26, 2018 Finance Committee meeting, the Tax levy was discussed. The Resolution was presented at November's workshop and tonight for approval. Followed by adoption of the levy ordinance at December's board meeting.

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.

	<b>FY 2018 Extension</b>	<b>FY 2019 Levy Request</b>	<b>2018 Ext vs 2019 Request</b>
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
<b>Total</b>	<b>11,185,439</b>	<b>11,661,498</b>	<b>476,059</b>
<b>% change</b>			<b>4.26%</b>

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.

	<b>FY 2018 Extension</b>	<b>FY 2019 Levy Request</b>	<b>2018 Ext vs 2019 Request</b>
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
<b>Total</b>	<b>12,715,143</b>	<b>13,213,326</b>	<b>498,183</b>
<b>% change</b>			<b>3.92%</b>

Determination of the levy request 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.

Staff Recommendation:

Staff recommends Board of Commissioner approval of Resolution 18-04, Truth in Taxation.

**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 20<sup>th</sup> day of November 2018

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Brian Kaplan, President  
Board of Park Commissioners

Attested and filed this 20<sup>th</sup> day of November 2018:

\_\_\_\_\_  
Liza McElroy, Secretary  
Board of Park Commissioners



# Memorandum

To: Board of Park Commissioners  
From: Liza McElroy, Executive Director  
Date: November 13, 2018  
Subject: **HIGHLAND PARK COUNTRY CLUB AGREEMENTS**

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## **Background & Recommendation**

The Park District of Highland Park and City of Highland Park have been operating pursuant to a 1996 Intergovernmental Agreement pertaining to Highland Park Country Club (HPCC).

For several years, the Park District was operating the banquet services and golf course operations. With the renovation of the Sunset Valley Golf Course, the Park District provided notice to the City of its intention to discontinue golf services at the HPCC for the 2018 year. The golf course property was proposed to be transformed to a nature preserve to be owned and managed by the Park District. For the 2018 year, the Park District continued to manage a contract for banquet operations at the Clubhouse. Effective January 1, 2019 the City will assume oversight of banquet operations at the Clubhouse.

Several agreements have been negotiated between the parties and are recommended for approval.

Following is a summary:

- The golf course is proposed to be sold to the Park District in the amount of \$500,010. The Park District intends to redesign the golf course into a Natural Preserve for walking trails and other passive recreational activities.
- The City will lease a portion of the green space to operate a tree nursery at the far north end of the green space property, adjacent to the City's Public Services Building.
- The City will continue to own and operate the Clubhouse. The banquet operations will be conducted by a third-party, managed by the City.
- A Shared Use Agreement has been drafted that articulates the shared space within and adjoining the Clubhouse which includes but is not limited to the locker rooms, entryway, parking lot and other areas as set forth in the agreement.
- The property along Rt 41, currently home to the golf dome, driving range and mini-golf will be leased to the Park District.

In consideration of the new agreements, it is recommended that the Master Agreement between the parties and the Country Club current lease be terminated.

The following agreements are recommended for approval:

1. Intergovernmental Agreement for the Transfer of Property, Exhibit A
2. Lot 3 Lease Agreement pertaining to the Rt. 41 properties, Exhibit B
3. Lot 4 Shared Use Agreement pertaining to the Clubhouse, Exhibit C
4. Tree Nursery Lease Agreement, Exhibit D
5. Master Agreement Termination Agreement, Exhibit E
6. Country Club Lease Termination, Exhibit F

Highlights of the Agreements were discussed at several Park District public meetings.

**CITY OF HIGHLAND PARK**

**ORDINANCE NO. 18-08**

**AN ORDINANCE APPROVING AGREEMENTS BETWEEN THE CITY AND THE PARK DISTRICT OF HIGHLAND PARK CONCERNING THE HIGHLAND PARK COUNTRY CLUB PROPERTY AND AUTHORIZING THE SALE OF A PORTION OF THE HIGHLAND PARK COUNTRY CLUB PROPERTY TO THE PARK DISTRICT OF HIGHLAND PARK**

**WHEREAS**, the City is the record title owner of those certain parcels of real property commonly known as the Highland Park Country Club (the "**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 (the "**Plat**"); and

**WHEREAS**, On September 30, 1996, the Parties entered into an Intergovernmental Agreement for the Exchange, Improvement, Lease and Management of Real Estate, which has been amended by the Parties by the First, Second, Third, Fourth, Fifth, and Sixth Amendments (collectively, the "**Master Agreement**"), which provided, among other things, for the City to lease to the 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); and

**WHEREAS**, 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 (the "**Country Club Lease**") to lease from the City the Property; and

**WHEREAS**, the City desires to sell a portion of the Property, consisting of Lots 1, 2, 6 and 7, as identified on the Plat (collectively, such portions are hereinafter referred to as the "**Transfer Property**"), to the Park District of Highland Park ("**Park District**") pursuant to, and in accordance with, the terms, provisions, and conditions negotiated by and between the City and the Park District; and

**WHEREAS**, the City also desires to lease a portion of the Property, consisting of Lot 3, as identified on the Plat ("**Lot 3**"), to the Park District pursuant to, and in accordance with, the terms, provisions and conditions negotiated by and between the City and the Park District; and

**WHEREAS**, the City also desires to provide for the shared use, by the City and the Park District, of a portion of the Property, consisting of Lot 4, as identified on the Plat ("**Lot 4**"), pursuant to, and in accordance with, the terms, provisions and conditions negotiated by and between the City and the Park District; and

**WHEREAS**, the City desires to lease from the Park District, following the sale of the Transfer Property, a portion of the Transfer Property, consisting of a portion of Lot 1, as identified on the Plat, located adjacent to the City's public services center (the "**Tree**

*Nursery*”), pursuant to, and in accordance with, the terms, provisions and conditions negotiated by and between the City and the Park District; and

**WHEREAS**, in connection with the transactions contemplated in and authorized by this Ordinance, the City and the Park District desire to terminate (i) the Master Agreement and (ii) the Country Club Lease; and

**WHEREAS**, pursuant to the home rule authority of the City, the City Council has determined that it is appropriate for, and is in the best interest of, the City to sell the Transfer Property to the Park District, to lease Lot 3 to the Park District, to share use of Lot 4 with the Park District, to leaseback the Tree Nursery from the Park District; to terminate the Master Agreement, and to terminate the Country Club Lease.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS**, as follows:

**SECTION ONE: RECITALS.** The foregoing recitals are incorporated into, and made a part of, this Ordinance as findings of the City Council.

**SECTION TWO: APPROVAL OF SALE AGREEMENTS.**

A. The Intergovernmental Agreement for the Transfer of Property by and between the City and the Park District is hereby approved in substantially the form attached to this Ordinance as **Exhibit A** (the “*Transfer Agreement*”).

B. The Lot 3 Lease Agreement by and between the City and the Park District is hereby approved in substantially the form attached to this Ordinance as **Exhibit B**.

C. The Lot 4 Shared Use Agreement by and between the City and the Park District is hereby approved in substantially the form attached to this Ordinance as **Exhibit C**.

D. The Tree Nursery Lease Agreement by and between the City and the Park District is hereby approved in substantially the form attached to this Ordinance as **Exhibit D**.

E. The Master Agreement Termination Agreement by and between the City and the Park District is hereby approved in substantially the form attached to this Ordinance as **Exhibit E**.

F. The Country Club Lease Termination Agreement by and between the City and the Park District is hereby approved in substantially the form attached to this Ordinance as **Exhibit F**.

**SECTION THREE: APPROVAL OF THE SALE OF THE TRANSFER PROPERTY.** The City Council hereby approves the sale of the Transfer Property to the Park District, in the manner and upon such terms as are set forth in the Transfer Agreement, subject to, and only upon satisfaction of, the conditions precedent set forth in the Transfer Agreement.

**SECTION FOUR: EXECUTION AND IMPLEMENTATION OF THE SALE AGREEMENTS AND OF THE SALE OF THE TRANSFER PROPERTY.** The City Manager, the Deputy City Clerk, the City Finance Director, and the Corporation Counsel, as appropriate, are hereby authorized and directed to: (i) execute and attest, on behalf of the City, each of the Agreements referenced and set forth in Section Two of this Ordinance; (ii) execute all documentation for, and take all action necessary to consummate, the sale of the Transfer Property to the Park District, as may be required by applicable law and by the Transfer Agreement, including, without limitation, execution of the Declaration of Restrictive Covenant in substantially the form attached to this Ordinance as **Exhibit G**; and (iii) to initiate and take all other steps and obligations required of the City under the respective Agreements including, without limitation, the City's obligations with respect to closing of the sale of the Transfer Property as set forth in the Transfer Agreement, the leasing of Lot 3 to the Park District, the shared use of Lot 4 with the Park District, and the leasing of the Tree Nursery from the Park District. Such authorization and direction pertain only to those actions that are within the respective authority of the City Manager and the City Clerk, it being acknowledged that certain steps and obligations required of the City under the Sale Agreements will require further action by the City Council.

**SECTION FIVE: EXERCISE OF HOME RULE AUTHORITY.** The City Council hereby declares that the approvals granted herein, the consummation of the transactions contemplated thereby, the sale of the Transfer Property, and the adoption of this Ordinance are made pursuant to the home rule authority and powers of the City.

**SECTION SIX: PUBLICATION.** The City Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

**SECTION SEVEN: EFFECTIVE DATE.** This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

PUBLISHED IN PAMPHLET FORM:

ORDINANCE NO.

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Nancy R. Roterling, Mayor

ATTEST:

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Ghida S. Neukirch, City Clerk

**EXHIBIT A**  
**TRANSFER AGREEMENT**

**EXHIBIT B**

**LOT 3 LEASE AGREEMENT**

**EXHIBIT C**

**LOT 4 SHARED USE AGREEMENT**

**EXHIBIT D**

**TREE NURSERY LEASE AGREEMENT**

**EXHIBIT E**

**MASTER AGREEMENT TERMINATION AGREEMENT**

**EXHIBIT F**

**COUNTRY CLUB LEASE TERMINATION AGREEMENT**

**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”). 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 general depiction of the Property and the respective Lots is attached hereto as **Exhibit B**.

C. On September 30, 1996, the Parties entered into an Intergovernmental Agreement for the Exchange, Improvement, Lease and Management of Real Estate, which has been amended by the Parties by the First, Second, Third, Fourth, Fifth, and Sixth Amendments (collectively, the “Master Agreement”), which provided, among other

things, for the City to lease to the 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 (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. 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, the lease of the Nursery Property (hereinafter defined) which is described in paragraph G below, and the Restrictive Covenant (hereinafter defined).

C. Subject to Sections 3 and 4 of this Agreement, the conveyance of the Transfer Property to the Park District 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 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 (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 D**. If either Party requests a survey, the cost shall be borne by the City. The lease shall commence on the Closing Date and continue for a term of 99 years except as otherwise provided in the lease agreement executed by the Parties.

**Section 3. Contingencies.** The City will have no obligation to convey the Transfer Property to the 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 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 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 (the “Bike Path”) which lies on Lot 1 or Lot 2 (the “PD Bike Path”) continues in existence in substantially the same form and location as existing on the date hereof, and (ii) maintain the PD Bike Path in good condition and repair by, among other things, providing general maintenance services with respect to the PD Bike Path that are substantially similar to those provided by the Park District with

respect to its other bike and pedestrian paths: provided, however, that such obligations of the Park District shall only be applicable for so long as the portion of the Bike Path which lies on Lot 4 is then in existence.

E. The Parties shall have entered into a lease agreement for the lease by the Park District from the City of Lot 3 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 Use Agreement, effective as of the Closing Date, for the building and facilities on Lot 4 in the form attached as **Exhibit G**.

G. The Parties shall have entered into an agreement by which the 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. 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**.

J. The 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"), after the Transfer Property is no longer used for golf course purposes.

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. 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.

L. 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 M**. 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. If, not less than 10 days prior to the Closing, the Park District notifies the City in writing about exceptions to title disclosed by the Transfer Property Title Commitment that are objectionable, then the Parties will promptly take all necessary actions to have those title defects cured or insured over, and the City and the Park District will extend the 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 N**, attached hereto.

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 that are objectionable, then the Parties will promptly take all necessary actions to have those title defects cured or insured over, and the City and the

Park District will extend the 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 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 the Closing (including, without limitation, an ALTA Statement and PTAX-203). The costs relating to the Closing will be borne equally by both Parties, and the Park District will bear the cost of recording the deed. All documents described in Section 3 which are intended to be recorded shall be delivered to Closing and be recorded together with the special warranty deed, and the recording cost 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 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 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, 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 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 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, the representations and warranties of each Party in Sections 7, 8, 9, and 10 of this Agreement must be true and correct at the time of the Closing. Each Party must promptly notify the other in the event that either Party has actual knowledge that a representation or warranty of that Party set forth in Section 7 or 8 is not true and correct. The representations, warranties and agreements in Sections 7, 8, 9 and 10 of this Agreement will survive and shall not merge with the deed after Closing.

**Section 12. Default/Remedy**

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

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

### **Section 13. General Provisions**

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

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

Park District of Highland Park  
Attention: Liza McElroy, Executive Director  
636 Ridge Road  
Highland Park, IL 60035  
email: lmcclroy@pdhp.org

With a copy to:

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

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

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

With a copy to:

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

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

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

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

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

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

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

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

**I. Force Majeure.** Neither Party shall be held in default under, or in noncompliance with, the provisions of the Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including liquidated damages, termination, cancellation or revocation), where such noncompliance or alleged defaults occurred or were caused by “Force Majeure,” defined 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’s ability to anticipate or control. Non-compliance or default attributable to Force Majeure shall be corrected as soon as practicable. The Party suffering the Force Majeure shall send notice as soon as reasonably practicable following the onset and conclusion of the Force Majeure.

**J. As-Is, Where-Is.** THE 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 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 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 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 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 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).

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

**PARK DISTRICT OF HIGHLAND PARK**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: President

Attest:

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: Secretary

**CITY OF HIGHLAND PARK**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: Mayor

Attest:

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: City Clerk

**LIST OF EXHIBITS**

- EXHIBIT A Legal Description of 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

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 B---Graphic depiction of Property and Lots

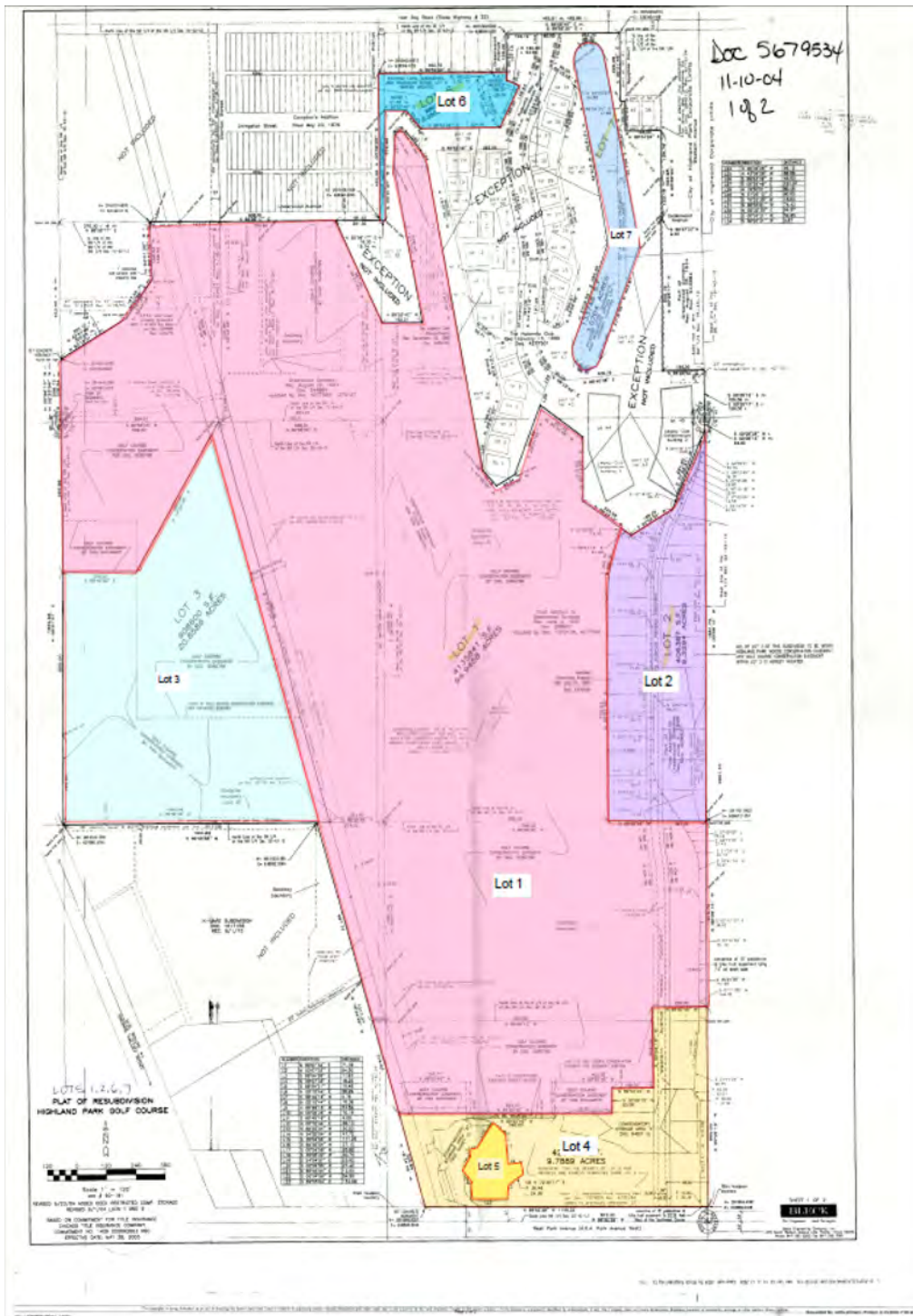


EXHIBIT C --- Personal Property Schedule

<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

Equipment List @ HPCC

<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---Depiction of Location of Nursery Property

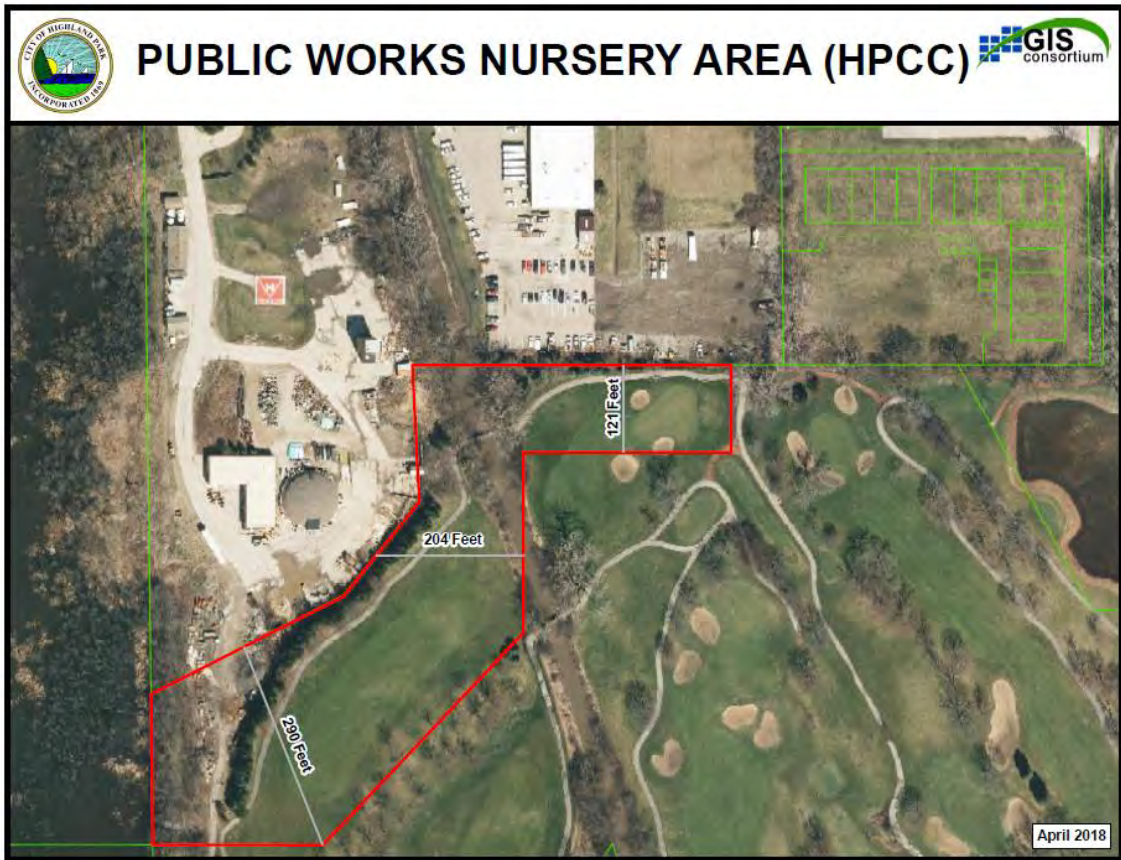


EXHIBIT E---Restrictive Covenant

(See Attached)

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

ANCEL, GLINK, DIAMOND,  
BUSH,  
          DICIANNI &  
KRAFTHOFER, 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 (which shall include, but not be limited to, operations and management) 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 (the "Bike Path") which lies on Lot 1 or Lot 2 (the "PD Bike Path") continues in existence in substantially the same form and location as existing on the date hereof, and (ii) so long as the portion of the Bike Path which lies on Lot 4 is then in existence, maintain the PD Bike Path in good condition and repair by, among other things, providing general maintenance services with respect to the PD Bike Path that are substantially similar to those provided by the Park District with respect to its other bike and pedestrian paths. The foregoing obligations of the Park District shall only be applicable for so long as the portion of the Bike Path which lies on Lot 4 is then in existence.*

**IN WITNESS WHEREOF**, the City has executed this Declaration on \_\_\_\_\_, 2018.

**CITY OF HIGHLAND PARK**

By:

\_\_\_\_\_  
Mayor

**ATTEST:**

| ~~October 25~~, November 14, 2018

---

— City Clerk

**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

EXHIBIT F---Lot 3 Lease Agreement

[TO BE INSERTED – SEPARATE AGREEMENT]

EXHIBIT G---Lot 4 Shared Use Agreement

[TO BE INSERTED – SEPARATE AGREEMENT]

EXHIBIT H---Country Club Lease Termination Agreement

[TO BE INSERTED – SEPARATE AGREEMENT]

EXHIBIT I---Master Agreement Termination Agreement

[TO BE INSERTED – SEPARATE AGREEMENT]

EXHIBIT J---Tree Nursery Lease Agreement

[TO BE INSERTED – SEPARATE AGREEMENT]

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 (the “Park District”).

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 Park 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, the Park 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.

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. The Park 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”). Notwithstanding the foregoing, the Easement shall not permit the Grantees to place any above-ground utilities on the Transfer Property without the Park District’s prior written consent, which shall not be unreasonably withheld, conditioned or delayed. 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 Park District’s express written consent, which may be granted or denied in the Park District’s sole discretion.
3. City Fiber Optic Easement. The Park 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, in accordance with City custom and practice regarding the insurance requirements and standards for third party contractors, and according to a schedule for work approved by the ~~District~~ Park District. Without limitation of the foregoing, the City shall include a provision in third party contractor contracts entered into after the date of dedication of this Easement concerning work on any portion of the Transfer Property that the Park District, its officers, officials, employees, and agents shall be covered as additional insureds. A Grantee shall give the Park 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 Park 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, 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; and replace any existing plants removed by such Grantee with plants that as closely as possible resemble the plants that were removed. 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 Park District. The Park District covenants, warrants and represents that the Park 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 the Park 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. The Park 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.

IN WITNESS WHEREOF, the Park 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

**Exhibit A to Exhibit L**

Transfer Property

**Exhibit B to Exhibit L**  
City Fiber Optic Cable Easement

### EXHIBIT M---Location of Fiber Optic Cable



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.

#58966632\_v57

**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 Lot 3 Lease Agreement (this "*Lease*") is entered into as of 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 "*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") (any references to Lots 1 through 7 in this Lease shall mean Lots 1 through 7 as identified on the Plat). A general 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, north of Lot 3, which was previously

occupied by holes 13 and 14 of the golf course known as the Highland Park Country Club (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 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, any references in this Lease to the term "*Enterprise Property*" shall be deemed to refer to the Enterprise Property, together with all improvements and other assets, real and personal, located thereon.
  - c. 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, 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 Lease and, accordingly, there shall be no minimum rent required for any part of the Term of this Lease.

4. Net Revenue. For purposes of this Lease, the term "*Net Revenue*" is defined as the positive difference between Revenues and Expenses, as described below:
  - a. "Revenues" shall include all revenue derived by the 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; 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; deductions for refunds, returns and uncollectible accounts receivable; and the cost of insurance, risk management services, utilities, taxes and other assessments (collectively, the “*Expenses*” and individually, an “*Expense*”).
- 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 annual management fee 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. In 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, if any, after the Initial Management Period shall be determined collectively by the Parties based on performance during such Initial Management Period.

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

5. Revenue Share.

- a. For any year during the Term of this Lease when the 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 of 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, the Park District shall deliver to the City a certified report, prepared by

its independent auditor, of the Park District's financial statements for the Park District's prior fiscal year, which report shall include a separate statement of the Net Revenue of the Enterprises for 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 Net Revenue, without taking into consideration 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.a, 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 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 (including, without limitation, snow and ice removal) 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 for capital improvements or capital repairs, the City shall be granted thirty (30) days to request additions to the Park District's design 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 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, not to include any portion of the Lot 1 Property which was ever included in the Enterprises, to the City in the then prevailing condition and additions or alterations made by the Park District, notwithstanding any investment into such 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 of this Lease for the purpose of inspecting the Enterprise Property and for the enforcement of 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 of this Lease, the City will provide to the Park District continued access to 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 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 subparagraphs a-c below:

- a. If, at any time, after the first seven (7) years of the Term, annual Expenses, not including Capital Expenses, have exceeded 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 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 shall have the right to terminate this Lease prior to the expiration of the Term once every ten (10) years, on each 10<sup>th</sup> anniversary of the Effective Date, provided that written notice of such termination is given to the other Party no less than 180 days prior to the 10<sup>th</sup> year anniversary date. In the event that the City terminates this Lease at any 10<sup>th</sup> 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 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 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 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 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 has the right to change the address or the addressee, or both, for all future notices and communications to such Party, but no notice of a change of addressee or address will be effective until actually received.

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

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

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

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

22. Certifications. The Parties certify hereby that they are not barred from entering into this Lease 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 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 Lease and terminate the leasing of the Enterprise Property by the Park District in accordance herewith.

24. 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.

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

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

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

28. 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.

29. Force Majeure. Neither Party shall be held in default under, or in noncompliance with, the provisions of 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’s ability to anticipate or control. Non-compliance or default attributable to Force Majeure shall be corrected as soon as practicable. The Party suffering the Force Majeure shall send notice as soon as reasonably practicable following the onset and conclusion of the Force Majeure.

30. Existing Management Agreement. The Existing Management Agreement shall remain in effect until the Effective Date and shall, without further action of either Party, terminate at 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

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 "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.

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 Lot 4 Shared Use Agreement (this "*Agreement*") is entered into as of 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 "*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 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") (any references to Lots 1 through 7 in this Agreement shall mean Lots 1 through 7 as identified on the Plat). A general depiction of the Property and the respective Lots is attached hereto as **Exhibit B**; and

WHEREAS, Lot 5 as identified on the 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, 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 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 understand that, during the Term of this Agreement, circumstances may change so as to suggest alteration of this Agreement to be in the best interests of the Parties and the community. Therefore, during the year of every ten (10) year anniversary of this Agreement, the Parties shall meet to discuss whether amending this Agreement in any way would be in the best interests of the Parties and the community. In the absence of any agreed upon changes, this Agreement shall remain in full force and effect. In addition, if the Parties shall mutually agree, such meetings may occur more frequently than every ten years.
2. Common Areas and Common Facilities.
  - a. Common Areas. For purposes of this Agreement, the following areas shall be "Common Areas": (i) All joint party walls located between the Clubhouse located on Lot 4 and the RCHP located on Lot 5; (ii) the elevator and corresponding entry

areas (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; (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 Group Exhibit E. 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~~Except as otherwise provided in Section 3.g below concerning the scheduled replacement of the Clubhouse roof and the scheduled resurfacing of the parking lot, 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, 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 allocation of the costs for maintenance of the Common Areas and Common Facilities 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 maintenance costs within their respective jurisdiction, and deliver a copy of such budget to the 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 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 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 Management Fee, are greater or less than the 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 complete or partial relocation of the Senior Center or any other City program use of the Facilities to the Clubhouse, the Parties agree to meet and implement any revisions to Exhibit F that may be necessary. Within one (1) year following a complete relocation of the Senior Center or any other City program use of the Facilities to the Clubhouse, the Parties agree to meet and to

select an independent professional accounting, auditing or other appropriate person or entity to do a revised study as to the relative expected use of all Common Areas and Common Facilities and to recommend, based upon such findings, a revised formula or method for distributing the costs of all maintenance and capital improvements of said Common Areas and Common Facilities. The cost of such study shall be borne equally by the Parties. Upon receipt of the study, the Parties agree to meet and implement any revisions to Exhibit F as may be necessary. Furthermore, the Parties agree to review the formula described in Exhibit F no less than one (1) time every ten (10) years, or upon any material change in the use of the Clubhouse or the RCHP and, upon such review, to meet and implement any revisions to Exhibit F as may be necessary.

- e. 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. ~~The~~ Except as otherwise provided in Section 3.g below, 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 performed by the Park District and the cost shall be allocated as per Exhibit F.
- f. 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.

g. The Parties acknowledge and agree that the following scheduled capital repairs and replacements (collectively, the “Scheduled Capital Work”) will be performed by or on behalf of the City during the Term of this Agreement: (i) one-time replacement of the Clubhouse roof (the “Scheduled Roof Replacement”); and (ii) one-time resurfacing of the parking lot located on Lot 4 (the “Scheduled Parking Lot Resurfacing”). Notwithstanding anything in this Agreement to the contrary, the costs associated with the Scheduled Capital Work shall be allocated between the Parties as follows: (i) with respect to the Scheduled Parking Lot Resurfacing, the Park District and the City shall each be responsible for 50% of the costs; and (ii) with respect to the Scheduled Roof Replacement, the City shall initially pay the entire cost, and the Park District shall, upon receipt of a written reimbursement request by the City, reimburse the City for \$100,000.00 of such cost which approximates the Park District’s share of the replacement cost based upon the portion of the Clubhouse roof designated as a “Common Area” in Section 2(b)(x) of this Agreement.

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 G**, 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 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~~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~~December 31, 2018. 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.~~

- ~~b.~~ ~~e.~~ 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.
- ~~c.~~ ~~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 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 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.~~

~~d. g. Notwithstanding the provisions of subparagraphs 6.e and 6.f, the~~ 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 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 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~~ After the earlier to occur of (i) four (4) years following the Effective Date, or (ii) the Park District's restoration of the Transfer Property to a Natural Passive Area, 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 shall purchase insurance or self-insurance protection as provided in **Exhibit 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, 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 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~~ time periods that are mutually agreed to by the City and the Park District. This agreement must be completed before the Senior Center occupies the 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 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 portion of Lot 4 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 “*Demarcation Line*” shall be the line through Lot 4 as depicted on Exhibit 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 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, and except for the Scheduled Parking Lot Resurfacing as described in Section 3.g above. 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: in accordance with the provisions of Section 3.e of this Agreement.

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 G as the “Entrance to Passive Natural Area.”
- b. Subject to the obligation described in subsection 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 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 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 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 Party has the right to change the address or the addressee, or both, for all future notices and communications to such Party, but no notice of a change of addressee or address will be effective until actually received.

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

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

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

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

18. Incorporation of Exhibits. Exhibits A through J attached to this Agreement are incorporated into and made a part of this Agreement by this reference.
19. Amendments and Modifications. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all applicable statutory procedures.
20. Governing Law. This Agreement is governed by and enforced in accordance with the internal laws of, but not the conflicts of the laws rules of, the State of Illinois.

21. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and this Agreement supersedes every prior agreement and negotiation between the Parties, whether written or oral, relating to the subject matter of this Agreement.
22. Force Majeure. Neither Party shall be held in default under, or in noncompliance with, the provisions of 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’s ability to anticipate or control. Non-compliance or default attributable to Force Majeure shall be corrected as soon as practicable. The Party suffering the Force Majeure shall send notice as soon as reasonably practicable following the onset and conclusion of the Force Majeure.
23. Casualty.
  - a. The City shall obtain and maintain throughout the Term of this Agreement property and casualty insurance coverage equal to the full replacement value of the Clubhouse, including, but not limited to, the Common Areas and Common Facilities. The City shall cause the 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 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.

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

**PARK DISTRICT OF HIGHLAND PARK**

Signature: \_\_\_\_\_  
Printed Name: Brian Kaplan  
Title: President

Attest:

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: Secretary

**CITY OF HIGHLAND PARK**

Signature: \_\_\_\_\_  
Printed Name: Nancy R. Rotering  
Title: Mayor

Attest:

Signature: \_\_\_\_\_  
Printed Name: Ghida S. Neukirch  
Title: City Manager/City Clerk

**List of Exhibits**

<b>EXHIBIT A</b>	Legal Description of the Property
<b>EXHIBIT B</b>	Graphic Depiction of the Property and Lots
<b>EXHIBIT C</b>	Intentionally Omitted
<b>EXHIBIT D</b>	Intentionally Omitted
<b>GROUP EXHIBIT E</b>	Description of Common Areas and Common Facilities
<b>EXHIBIT F</b>	Common Area and Common Facilities Maintenance Costs and Allocation
<b>EXHIBIT G</b>	Depiction of Golf Maintenance Shed Area, Far West Parking Area and Monument Sign
<b>EXHIBIT H</b>	Golf Equipment Inventory List
<b>EXHIBIT I</b>	Insurance Requirements
<b>EXHIBIT J</b>	Permitted Title Exceptions

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 B  
Graphic depiction of Property and Lots

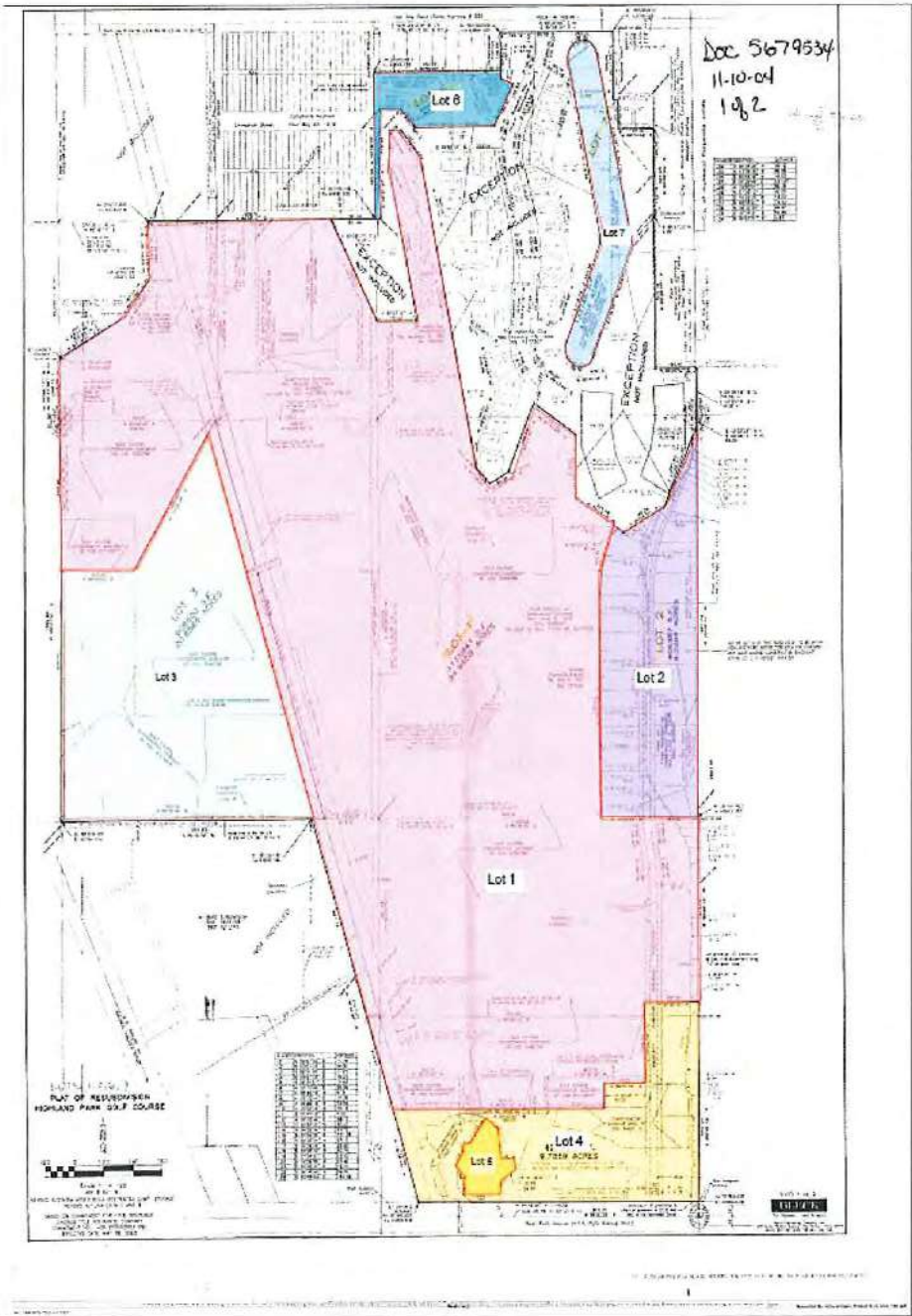


EXHIBIT C

Intentionally Omitted

EXHIBIT D

Intentionally Omitted

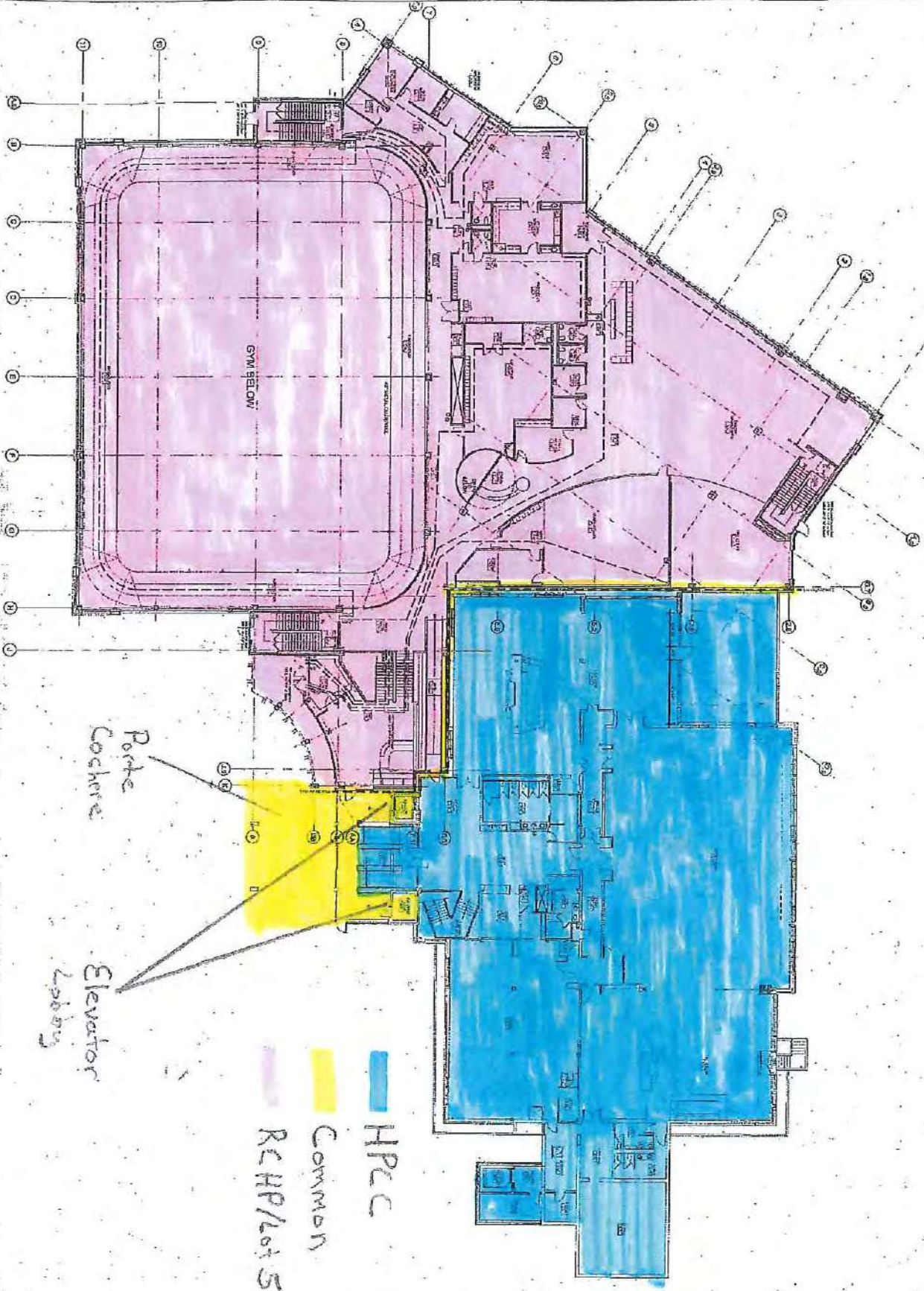
GROUP EXHIBIT E

Description of Common Areas and Common Facilities

[TO BE PROVIDED BY PARK DISTRICT]

Lot 4  
 Exhibit E - Common Areas - Main + Upper Level

UPPER LEVEL EGRESS FLOOR PLAN



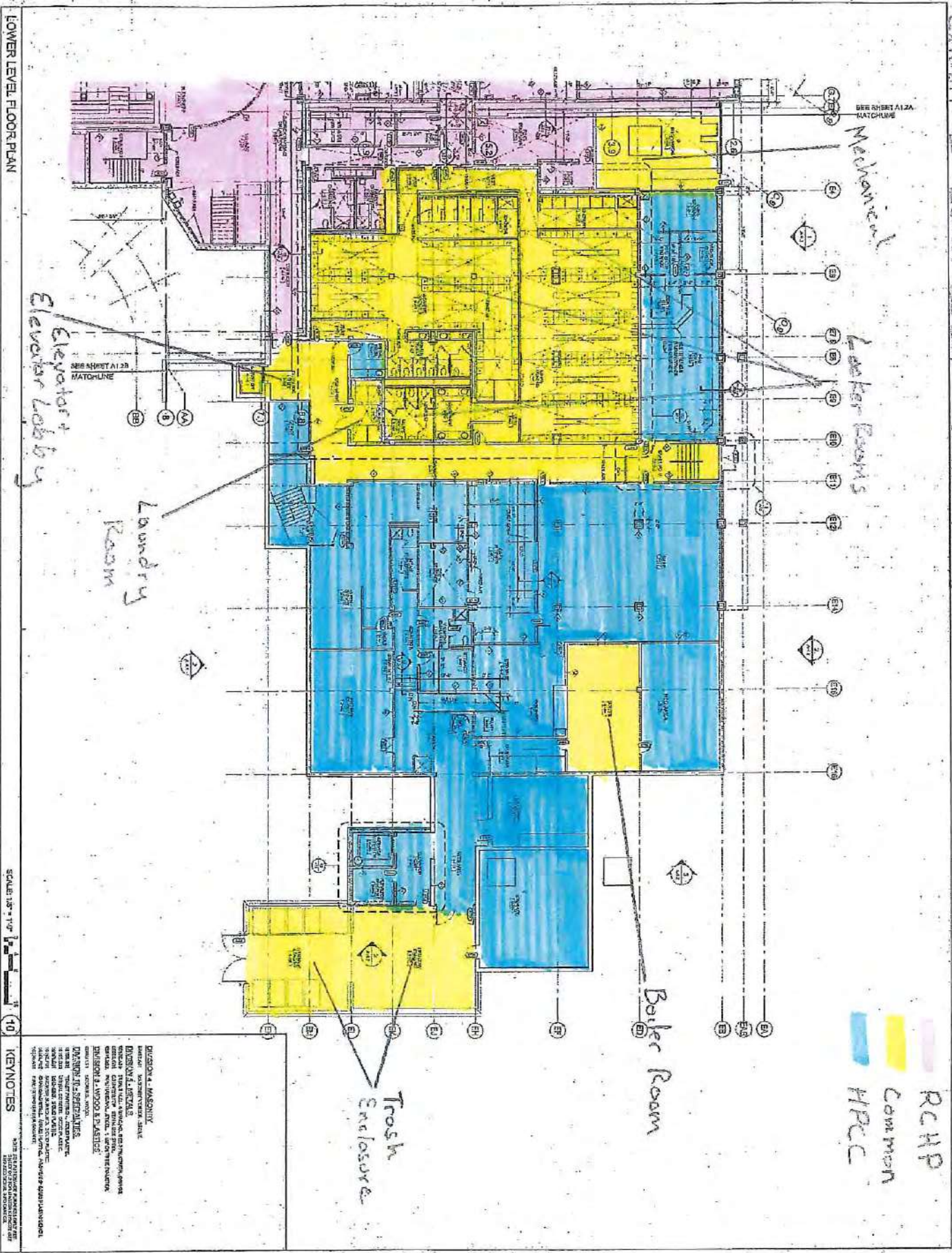
Poke  
 Cochere  
 Elevator

HPC  
 Common  
 RCHP/lot 5

SCALE 3/32" = 1'-0"

	<p><b>WILLIAMS ARCHITECTS</b>          ARCHITECTS PLANNERS          215 S. GARDNER ST., CHICAGO, ILL. 60607          PHONE 312-321-3333 FAX 312-321-1122</p>	<p>CITY OF HIGHLAND PARK          PARK DISTRICT OF HIGHLAND PARK          COMMUNITY RECREATION CENTER          1201 PARK AVENUE WEST          HIGHLAND PARK ILLINOIS</p>	<p>DATE: 10/14/04          DRAWN BY: [unclear]          CHECKED BY: [unclear]          APPROVED BY: [unclear]</p>
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Lot 4  
 Exhibit E - Lower Level - Common Areas



RCHP  
 Common  
 HPRC

LOWER LEVEL FLOOR PLAN

SCALE 1/8" = 1'-0"

**KEYNOTES**

10 THE SHOWN CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS.

**DISVISION 4 - MASONRY**  
 SECTION 4100 - MASONRY  
 PART 1 - SUMMARY  
 A. SECTION INCLUDES  
 1. EXTERIOR MASONRY WALLS  
 2. INTERIOR MASONRY WALLS  
 3. INTERIOR MASONRY PARTITIONS  
 4. INTERIOR MASONRY CHIMNEYS  
 5. INTERIOR MASONRY FIREPLACES  
 6. INTERIOR MASONRY SMOKESTACKS  
 7. INTERIOR MASONRY TOWER LIGHTS  
 8. INTERIOR MASONRY TOWER LIGHTS  
 9. INTERIOR MASONRY TOWER LIGHTS  
 10. INTERIOR MASONRY TOWER LIGHTS

**DISVISION 5 - METALS**  
 SECTION 5100 - METALS  
 PART 1 - SUMMARY  
 A. SECTION INCLUDES  
 1. METAL DECKING  
 2. METAL PANELS  
 3. METAL PARTITIONS  
 4. METAL ROOFING  
 5. METAL SLOTTED STEEL DECKING  
 6. METAL SLOTTED STEEL DECKING  
 7. METAL SLOTTED STEEL DECKING  
 8. METAL SLOTTED STEEL DECKING  
 9. METAL SLOTTED STEEL DECKING  
 10. METAL SLOTTED STEEL DECKING

**DISVISION 6 - FINISHES**  
 SECTION 6100 - FINISHES  
 PART 1 - SUMMARY  
 A. SECTION INCLUDES  
 1. INTERIOR FINISHES  
 2. EXTERIOR FINISHES  
 3. INTERIOR FINISHES  
 4. EXTERIOR FINISHES  
 5. INTERIOR FINISHES  
 6. EXTERIOR FINISHES  
 7. INTERIOR FINISHES  
 8. EXTERIOR FINISHES  
 9. INTERIOR FINISHES  
 10. EXTERIOR FINISHES

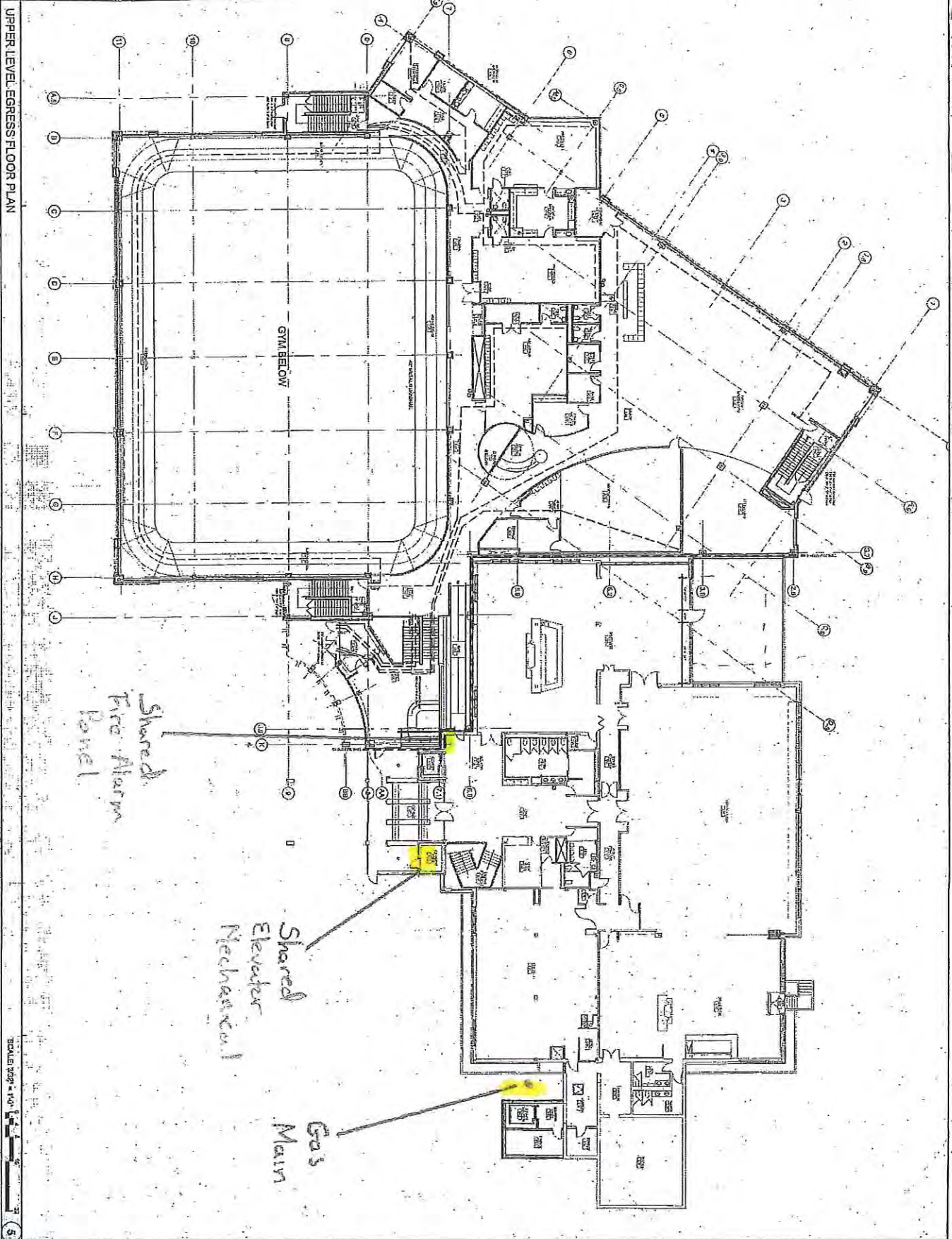
**WILLIAMS ARCHITECTS PLANNERS**  
 ARCHITECTS PLANNERS  
 426 S. STATE ST. CHICAGO, ILL. 60607  
 PHONE (312) 467-1177 FAX (312) 467-1178

**CITY OF HIGHLAND PARK**  
 PARK DISTRICT OF HIGHLAND PARK  
 COMMUNITY RECREATION CENTER  
 1201 PARK AVENUE WEST  
 HIGHLAND PARK ILLINOIS

**AT:JC**

**ZONE-C**

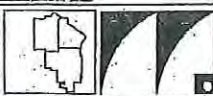
Exhibit E - Common Facilities - Lower Level



UPPER LEVEL EGRESS FLOOR PLAN

SCALE 1/8" = 1'-0"

A0.2



**WILLIAMS ARCHITECTS**  
 ARCHITECTS PLANNERS  
 411 S. Eastman St., Oak Brook, Illinois 60151  
 Phone: 630-571-1111 / Fax: 630-571-1121

DATE	REVISION
01/11/01	ISSUED FOR BIDDING
02/01/01	ISSUED FOR BIDDING
03/01/01	ISSUED FOR BIDDING
04/01/01	ISSUED FOR BIDDING
05/01/01	ISSUED FOR BIDDING
06/01/01	ISSUED FOR BIDDING
07/01/01	ISSUED FOR BIDDING
08/01/01	ISSUED FOR BIDDING
09/01/01	ISSUED FOR BIDDING
10/01/01	ISSUED FOR BIDDING
11/01/01	ISSUED FOR BIDDING
12/01/01	ISSUED FOR BIDDING

CITY OF HIGHLAND PARK  
 PARK DISTRICT OF HIGHLAND PARK  
 COMMUNITY RECREATION CENTER  
 1201 PARK AVENUE WEST  
 HIGHLAND PARK ILLINOIS

DATE PLOTTED: 01/11/01



# Lot 4 IGA Exhibits E, G, and J

Lot 4

→ Ingress/Egress

Far West Parking Area

Shed Property

Demarcation Line

Monument Sign

Park Ave W



EXHIBIT F

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), unless specifically provided otherwise in the Agreement to which this Exhibit F is attached:

Party	Cost Share
City	20%
Park District	80%

**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, Notwithstanding the foregoing, so long as there is a single meter therefor, costs for water, gas and electric service shall be divided as follows: 20% to the City and 80% to the Park District.

**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:

Party	Cost Share
City	20%
Park District	80%

EXHIBIT G

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

[TO BE INSERTED]

# Lot 4 IGA Exhibits E, G, and J

Lot 4

→ Ingress/Egress

Far West Parking Area

Shed Property

Demarcation Line

Monument Sign

Park Ave W



PARK DISTRICT of HIGHLAND PARK Department of Parks, Properties, and Planning A. Schwartz, October 2018

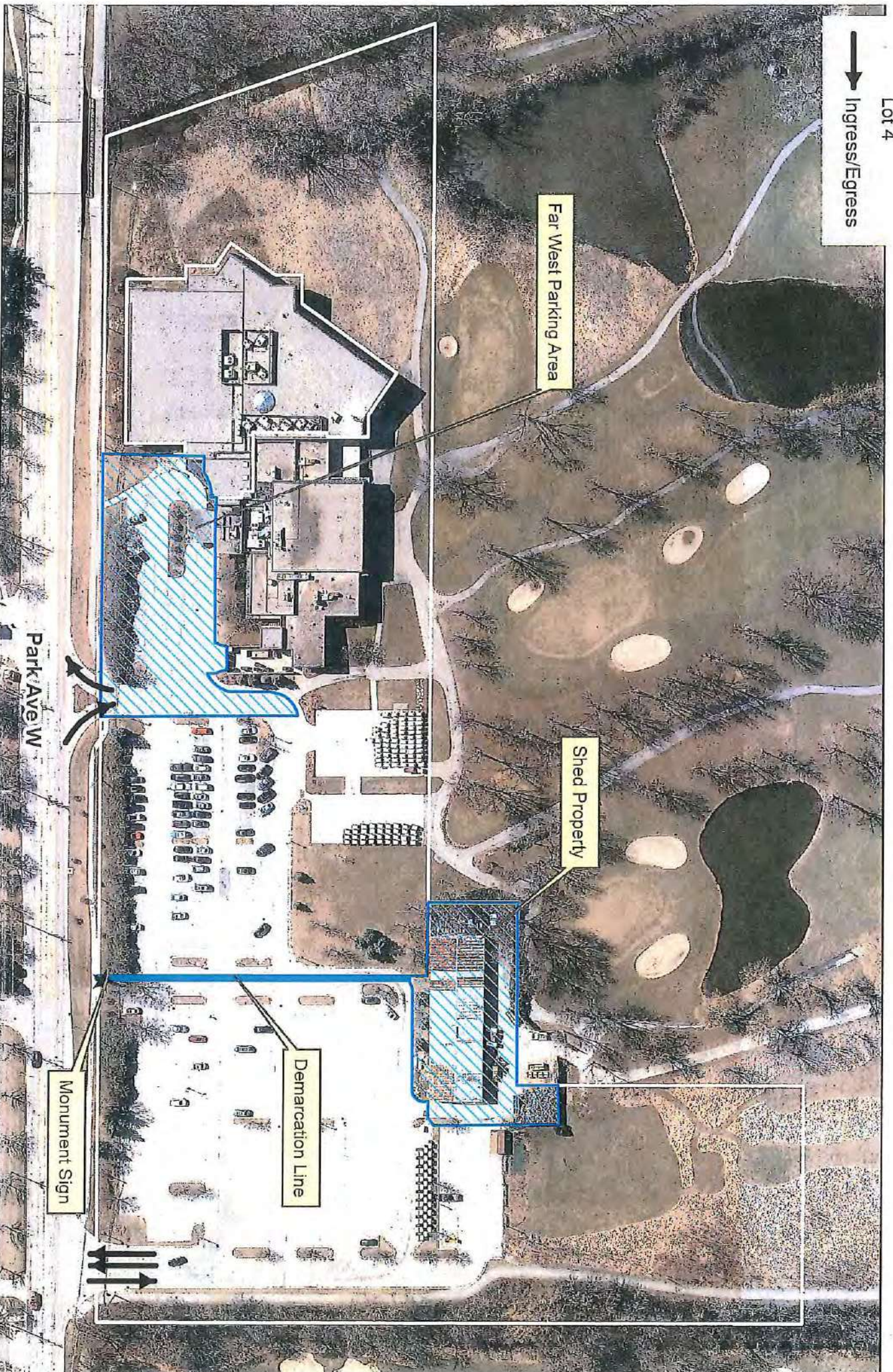


EXHIBIT H

GOLF EQUIPMENT INVENTORY LIST

<u>Small Equipment List @ HPCC</u>	
<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>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 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.

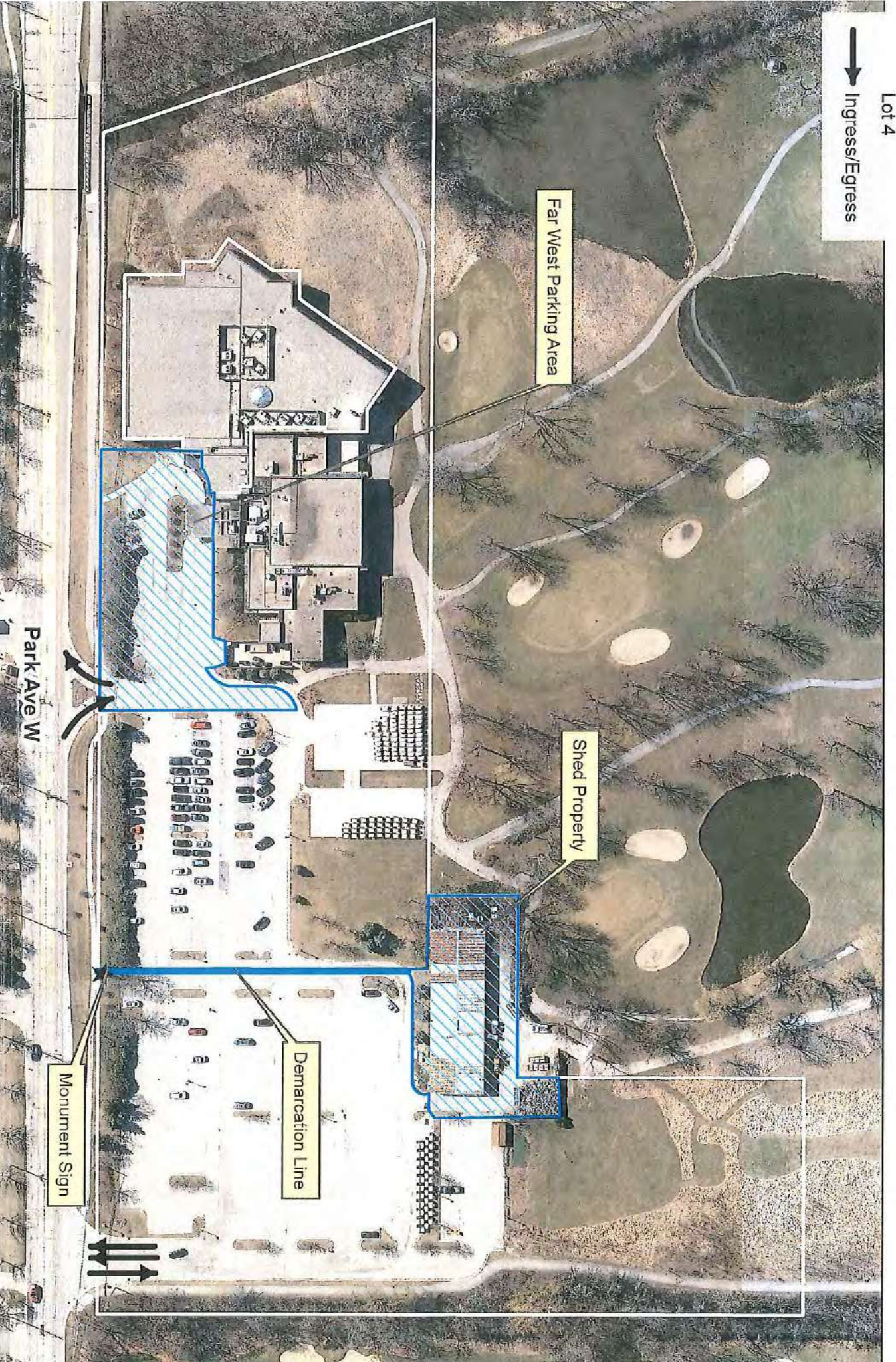
EXHIBIT J  
PERMITTED TITLE EXCEPTIONS  
[TO BE INSERTED]

#58966550\_v611

# Lot 4 IGA Exhibits E, G, and J

Lot 4

→ Ingress/Egress



Far West Parking Area

Shed Property

Demarcation Line

Monument Sign

Park Ave W



**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

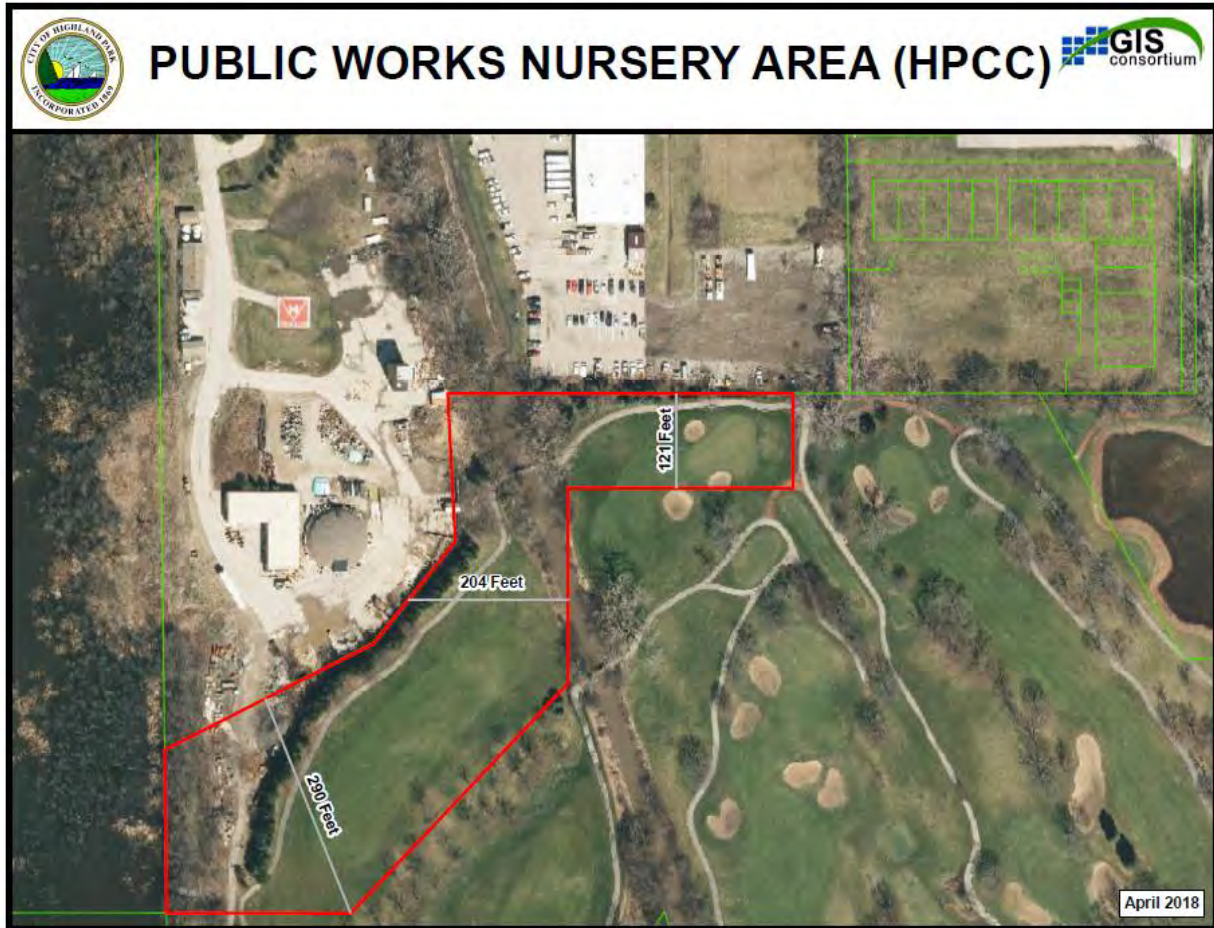
EXHIBIT B Intentionally Omitted

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

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

This **COUNTRY CLUB LEASE TERMINATION AGREEMENT** (this “Agreement”) is made as of \_\_\_\_\_ 2018 (the “Execution Date”) by and between the Park District of Highland Park, an Illinois unit of local government (“Park District”) and the City of Highland Park, an Illinois home rule municipal corporation (“City”). The Park District and City are sometimes collectively referred to as the “Parties” and separately as a “Party.”

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and covenants herein described, and other good and valuable consideration in hand paid, the Park District and City hereby agree as follows:

**Section 1. Recitals**

A. The 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 Agreement, any references to Lots 1 through 7 in this Agreement shall mean Lots 1 through 7 as identified on the Plat).

C. On September 30, 1996, the Parties entered into an Intergovernmental Agreement for the Exchange, Improvement, Lease and Management of Real Estate (as amended by the Parties pursuant to the First, Second, Third, Fourth, Fifth, and Sixth Amendments thereto, the “Master Agreement”), that 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. In accordance with a notice previously sent by the Park District pursuant to the terms of the Country Club Lease, the Country Club Lease is currently scheduled to terminate as of December 31, 2018 (the “Scheduled Termination Date”).

F. Pursuant to that certain Intergovernmental Agreement for the Transfer of Property dated as of \_\_\_\_\_, 2018 by and between the City and the Park District (the “Transfer Agreement”), the City has agreed to sell, and the Park District has agreed to purchase, Lots 1, 2, 6 and 7 (collectively, the “Transfer Property”).

G. Following the sale and purchase of the Transfer Property, and as a result of other events not germane to the Transfer Property, the Country Club Lease will no longer be relevant or necessary to operate and maintain.

**Section 2. Termination.** The Parties hereby agree that, if the Closing (as defined in the Transfer Agreement) occurs prior to the Scheduled Termination Date, then the Country Club Lease shall, without any further action of the Parties, terminate upon the Closing. If the Closing does not occur prior to the Scheduled Termination Date, then this Agreement shall be null and void and of no further force or effect and the Country Club Lease shall terminate on the Scheduled Termination Date as if this Agreement had never been executed.

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

**PARK DISTRICT OF HIGHLAND PARK**

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

Printed Name: Brian Kaplan

Title: President

Attest:

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

Printed Name: Liza McElroy

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

**MASTER AGREEMENT TERMINATION AGREEMENT  
BY AND BETWEEN  
THE PARK DISTRICT OF HIGHLAND PARK AND  
THE CITY OF HIGHLAND PARK**

This **MASTER AGREEMENT TERMINATION AGREEMENT** (this “Agreement”) is made as of \_\_\_\_\_, 2018 (the “Execution Date”) by and between the Park District of Highland Park, an Illinois unit of local government (“Park District”) and the City of Highland Park, an Illinois home rule municipal corporation (“City”). The Park District and City are sometimes collectively referred to as the “Parties” and separately as a “Party.”

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and covenants herein described, and other good and valuable consideration in hand paid, the Park District and City hereby agree as follows:

**Section 1. Recitals**

A. The 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 Agreement, any references to Lots 1 through 7 in this Agreement shall mean Lots 1 through 7 as identified on the Plat).

C. On September 30, 1996, the Parties entered into an Intergovernmental Agreement for the Exchange, Improvement, Lease and Management of Real Estate (as amended by the Parties pursuant to the First, Second, Third, Fourth, Fifth, and Sixth Amendments thereto, the “Master Agreement”) that 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 that certain Intergovernmental Agreement for the Transfer of Property dated as of \_\_\_\_\_, 2018 by and between the City and the Park District (the “Transfer Agreement”), the City has agreed to sell, and the Park District has agreed to purchase, Lots 1, 2, 6 and 7 (collectively, the “Transfer Property”).

E. Following the sale and purchase of the Transfer Property, and as a result of other events not germane to the Transfer Property, the Master Agreement will no longer be relevant or necessary to operate and maintain.

**Section 2. Termination.** The Parties hereby agree that the Master Agreement shall, without any further action of the Parties, terminate upon the Closing (as defined in the Transfer Agreement). In the event that the Closing does not occur on or before the date which is six (6) months after the Execution Date, this Agreement shall be null and void and of no further force or effect and the Master Agreement shall remain in full force and effect as if this Agreement had never been executed.

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

**PARK DISTRICT OF HIGHAND PARK**

Signature: \_\_\_\_\_  
Printed Name: Brian Kaplan  
Title: President

Attest:

Signature: \_\_\_\_\_  
Printed Name: Liza McElroy  
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



Park District of Highland Park, IL

# Income Statement

Current Period Ending 10/31/2018

Typ...	Month		Year To Date			Annual Budget	Prior Year	
	Actual	Budget	Actual	Budget	Variance Favorable (Unfavorable)		Month	YTD
<b>Revenue</b>								
100 - PROGRAMS	240,245.93	143,851.30	2,645,952.71	2,659,399.15	-13,446.44	3,034,811.59	287,404.78	2,918,532.81
110 - CAMPS	-1,773.00	11,314.30	1,552,273.95	1,521,796.28	30,477.67	1,549,078.00	0.00	1,434,018.29
120 - LESSONS	27,385.35	34,329.62	304,368.00	287,578.70	16,789.30	346,684.50	27,214.83	283,004.39
130 - SPECIAL EVENTS	5,903.00	2,919.07	76,623.50	74,237.84	2,385.66	108,288.00	7,193.00	73,748.05
410 - TAX	203,068.98	1,089,884.49	12,608,125.44	10,893,282.53	1,714,842.91	13,072,257.00	269,093.54	12,288,681.27
420 - FEES & CHARGES	71,057.27	104,736.46	787,650.90	1,181,447.55	-393,796.65	1,270,299.20	60,170.67	1,154,248.82
440 - MEMBERSHIPS	124,886.10	130,915.33	1,336,392.67	1,449,347.30	-112,954.63	1,717,654.00	150,439.39	1,488,040.87
450 - RENTALS	110,068.35	103,058.54	1,034,472.13	1,072,705.98	-38,233.85	1,263,617.75	160,652.67	1,267,517.34
460 - MERCHANDISING	5,036.81	5,376.33	55,860.04	57,945.66	-2,085.62	66,465.00	90,964.77	883,727.83
470 - INTEREST INCOME	37,849.79	8,750.00	164,535.07	87,500.00	77,035.07	105,000.00	4,917.73	60,868.85
480 - MISCELLANEOUS INCOME	6,074.40	24,616.46	200,409.70	160,394.63	40,015.07	193,400.00	22,655.74	664,777.78
510 - OTHER INCOME	11,758.51	1,060.82	73,777.41	35,253.20	38,524.21	37,380.00	8,870.02	462,987.99
520 - BOND/DEBT PROCEEDS	0.00	0.00	5,500.42	0.00	5,500.42	0.00	4,728.91	8,694,323.01
<b>Total Revenue:</b>	<b>841,561.49</b>	<b>1,660,812.72</b>	<b>20,845,941.94</b>	<b>19,480,888.82</b>	<b>1,365,053.12</b>	<b>22,764,935.04</b>	<b>1,094,306.05</b>	<b>31,674,477.30</b>
<b>Expense</b>								
100 - PROGRAMS	134,376.46	131,959.63	1,271,952.53	1,362,361.10	90,408.57	1,647,113.92	138,681.95	1,308,319.44
110 - CAMPS	16,524.19	13,082.51	847,263.92	861,194.17	13,930.25	882,710.33	23,610.83	820,850.59
120 - LESSONS	18,335.18	15,109.75	169,123.23	128,651.46	-40,471.77	159,167.83	16,286.45	141,486.17
130 - SPECIAL EVENTS	17,201.59	17,722.62	205,745.46	179,728.46	-26,017.00	214,264.61	10,454.89	149,773.39
610 - SALARIES & WAGES	511,790.55	594,250.94	5,695,697.12	6,389,262.88	693,565.76	7,537,251.07	506,168.18	5,429,853.60
620 - CONTRACTUAL SERVICES	323,773.75	261,021.41	2,570,173.67	2,481,732.20	-88,441.47	2,896,927.79	321,342.96	4,123,532.89
630 - INSURANCE	357,734.66	174,888.80	1,791,653.15	1,748,923.19	-42,729.96	2,099,502.41	171,143.67	1,570,571.36
640 - MATERIALS & SUPPLIES	45,476.38	42,614.96	457,388.56	501,832.29	44,443.73	588,970.66	54,136.66	461,907.00
650 - MAINTENANCE & LANDSCAPING CONTRACTS	44,528.71	35,695.71	426,899.31	389,356.27	-37,543.04	435,352.52	47,350.17	351,874.30
660 - UTILITIES	122,249.87	83,080.40	750,449.24	789,637.28	39,188.04	980,619.05	91,679.87	699,385.51
670 - PENSION CONTRIBUTIONS	57,666.11	74,584.47	624,215.48	745,359.94	121,144.46	911,368.95	57,616.40	621,440.37
680 - COST OF GOODS SOLD	567.98	1,117.07	24,560.49	23,975.80	-584.69	26,546.00	24,784.32	289,713.40
710 - DEBT RETIREMENT	0.00	0.00	296,181.25	296,181.25	0.00	3,077,362.50	0.00	256,048.61
720 - CAPITAL OUTLAY	476,046.20	456,920.67	6,042,820.38	7,644,426.28	1,601,605.90	8,560,614.00	1,544,648.93	4,770,681.36
<b>Total Expense:</b>	<b>2,126,271.63</b>	<b>1,902,048.94</b>	<b>21,174,123.79</b>	<b>23,542,622.57</b>	<b>2,368,498.78</b>	<b>30,017,771.64</b>	<b>3,007,905.28</b>	<b>20,995,437.99</b>
<b>Report Total:</b>	<b>-1,284,710.14</b>	<b>-241,236.22</b>	<b>-328,181.85</b>	<b>-4,061,733.75</b>	<b>3,733,551.90</b>	<b>-7,252,836.60</b>	<b>-1,913,599.23</b>	<b>10,679,039.31</b>

**Fund Summary**

Fund	Month		Year To Date			Annual Budget	Prior Year	
	Actual	Budget	Actual	Budget	Variance Favorable (Unfavorable)		Month	YTD
01 - GENERAL CORPORATE	-429,299.38	-32,173.82	941,888.12	-316,148.44	1,258,036.56	-382,023.74	-241,567.06	1,501,838.82
25 - SPECIAL RECREATION	-56,443.31	19,900.36	519,510.03	389,883.43	129,626.60	546,866.00	1,372.18	582,368.34
29 - RECREATION	-272,798.15	137,093.45	3,640,718.93	2,873,321.10	767,397.83	3,106,547.64	-139,432.62	3,768,381.38
60 - DEBT SERVICE	21,910.12	126,313.47	1,204,352.75	965,893.25	238,459.50	-1,562,812.50	30,403.59	1,212,563.47
70 - CAPITAL PROJECTS	-548,079.42	-492,369.68	-6,634,651.68	-7,974,683.09	1,340,031.41	-8,961,414.00	-1,564,375.32	3,613,887.30
<b>Report Total:</b>	<b>-1,284,710.14</b>	<b>-241,236.22</b>	<b>-328,181.85</b>	<b>-4,061,733.75</b>	<b>3,733,551.90</b>	<b>-7,252,836.60</b>	<b>-1,913,599.23</b>	<b>10,679,039.31</b>



Park District of Highland Park, IL

F01 GENERAL

# Income Statement

Current Period Ending 10/31/2018

Typ...	Month		Year To Date			Annual Budget	Prior Year	
	Actual	Budget	Actual	Budget	Variance Favorable (Unfavorable)		Month	YTD
<b>Revenue</b>								
410 - TAX	90,882.65	427,166.66	4,924,944.22	4,271,666.60	653,277.62	5,126,000.00	120,178.92	5,095,523.73
420 - FEES & CHARGES	3,499.72	3,275.87	39,588.53	32,758.70	6,829.83	39,326.20	2,174.69	34,616.39
450 - RENTALS	0.00	5,000.00	0.00	50,000.00	-50,000.00	60,000.00	33,600.00	72,300.00
460 - MERCHANDISING	43.21	9.99	389.53	99.90	289.63	120.00	0.00	43.02
470 - INTEREST INCOME	37,849.79	8,750.00	164,535.07	87,500.00	77,035.07	105,000.00	4,917.73	60,868.85
480 - MISCELLANEOUS INCOME	41.80	8,308.26	99,486.63	83,082.60	16,404.03	99,700.00	0.00	66,441.44
510 - OTHER INCOME	0.00	1,060.82	2,520.96	10,608.20	-8,087.24	12,735.00	8,870.02	9,201.24
<b>Total Revenue:</b>	<b>132,317.17</b>	<b>453,571.60</b>	<b>5,231,464.94</b>	<b>4,535,716.00</b>	<b>695,748.94</b>	<b>5,442,881.20</b>	<b>169,741.36</b>	<b>5,338,994.67</b>
<b>Expense</b>								
610 - SALARIES & WAGES	186,643.16	229,122.31	1,998,675.51	2,285,633.34	286,957.83	2,744,517.07	177,250.74	1,917,021.49
620 - CONTRACTUAL SERVICES	97,934.06	83,436.22	649,238.50	834,362.20	185,123.70	1,001,399.70	61,575.46	498,510.54
630 - INSURANCE	207,791.82	101,187.22	1,035,187.22	1,011,872.20	-23,315.02	1,214,729.83	95,176.74	870,726.49
640 - MATERIALS & SUPPLIES	21,438.28	20,682.40	181,492.89	206,824.00	25,331.11	248,263.36	30,015.59	162,897.97
650 - MAINTENANCE & LANDSCAPING CONTRACTS	10,360.40	9,597.95	82,612.66	95,979.50	13,366.84	115,197.52	9,952.72	60,777.36
660 - UTILITIES	15,797.46	10,303.57	110,878.19	103,035.70	-7,842.49	123,662.61	10,580.25	89,851.59
670 - PENSION CONTRIBUTIONS	21,651.37	31,415.75	231,491.85	314,157.50	82,665.65	377,134.85	26,756.92	237,370.41
<b>Total Expense:</b>	<b>561,616.55</b>	<b>485,745.42</b>	<b>4,289,576.82</b>	<b>4,851,864.44</b>	<b>562,287.62</b>	<b>5,824,904.94</b>	<b>411,308.42</b>	<b>3,837,155.85</b>
<b>Report Total:</b>	<b>-429,299.38</b>	<b>-32,173.82</b>	<b>941,888.12</b>	<b>-316,148.44</b>	<b>1,258,036.56</b>	<b>-382,023.74</b>	<b>-241,567.06</b>	<b>1,501,838.82</b>

The General Fund is the general operating fund of the District. It accounts for all revenues and expenditures of the District which are not accounted for by other funds. This fund accounts for administrative, planning and park expenditures.

Fund Balance 1/1/2018 \$ 2,886,931

YTD Activity \$ 941,888

Fund Balance 10/31/2018 \$ 3,828,819

Due to budget timing of property taxes, YTD Revenue is favorable to budget by \$695,748 or 15%. This should level out over the next two months. Largely due to open staff positions, expenditures are favorable to budget by \$562,287 or 12%.



Park District of Highland Park, IL

F25 SPECIAL RECREATION

# Income Statement

Current Period Ending 10/31/2018

Typ...	Month		Year To Date		Variance Favorable (Unfavorable)	Annual Budget	Prior Year	
	Actual	Budget	Actual	Budget			Month	YTD
<b>Revenue</b>								
410 - TAX	13,488.39	78,538.36	923,764.60	784,724.43	139,040.17	941,707.00	19,009.67	918,241.24
<b>Total Revenue:</b>	<b>13,488.39</b>	<b>78,538.36</b>	<b>923,764.60</b>	<b>784,724.43</b>	<b>139,040.17</b>	<b>941,707.00</b>	<b>19,009.67</b>	<b>918,241.24</b>
<b>Expense</b>								
620 - CONTRACTUAL SERVICES	69,931.70	58,638.00	404,254.57	394,841.00	-9,413.57	394,841.00	17,637.49	335,872.90
<b>Total Expense:</b>	<b>69,931.70</b>	<b>58,638.00</b>	<b>404,254.57</b>	<b>394,841.00</b>	<b>-9,413.57</b>	<b>394,841.00</b>	<b>17,637.49</b>	<b>335,872.90</b>
<b>Report Total:</b>	<b>-56,443.31</b>	<b>19,900.36</b>	<b>519,510.03</b>	<b>389,883.43</b>	<b>129,626.60</b>	<b>546,866.00</b>	<b>1,372.18</b>	<b>582,368.34</b>

The Special Recreation Fund is used to account for revenues derived from a special annual property tax levy and the expenditures of these monies to Northern Suburban Recreation Association for recreation services for the disabled.

Fund Balance 1/1/2018 \$ 294,333

Year to Date Activity \$ 519,510

Fund Balance 10/31/2018 \$ 813,043

October's activity, receipt of property tax revenue, companion fees and building fund contribution.



Park District of Highland Park, IL

F29 RECREATION

# Income Statement

Current Period Ending 10/31/2018

Typ...	Month		Year To Date			Annual Budget	Prior Year	
	Actual	Budget	Actual	Budget	Variance Favorable (Unfavorable)		Month	YTD
<b>Revenue</b>								
100 - PROGRAMS	240,245.93	143,851.30	2,645,952.71	2,659,399.15	-13,446.44	3,034,811.59	287,404.78	2,918,532.81
110 - CAMPS	-1,773.00	11,314.30	1,552,273.95	1,521,796.28	30,477.67	1,549,078.00	0.00	1,434,018.29
120 - LESSONS	27,385.35	34,329.62	304,368.00	287,578.70	16,789.30	346,684.50	27,214.83	283,004.39
130 - SPECIAL EVENTS	5,903.00	2,919.07	76,623.50	74,237.84	2,385.66	108,288.00	7,193.00	73,748.05
410 - TAX	76,787.82	457,866.00	5,258,882.62	4,574,817.00	684,065.62	5,490,000.00	99,501.36	4,806,304.22
420 - FEES & CHARGES	67,557.55	101,460.59	748,062.37	1,148,688.85	-400,626.48	1,230,973.00	57,995.98	1,119,632.43
440 - MEMBERSHIPS	124,886.10	130,915.33	1,336,392.67	1,449,347.30	-112,954.63	1,717,654.00	150,439.39	1,488,040.87
450 - RENTALS	110,068.35	98,058.54	1,034,472.13	1,022,705.98	11,766.15	1,203,617.75	127,052.67	1,195,217.34
460 - MERCHANDISING	4,993.60	5,366.34	55,470.51	57,845.76	-2,375.25	66,345.00	90,964.77	883,684.81
480 - MISCELLANEOUS INCOME	6,032.60	16,308.20	99,963.07	77,312.03	22,651.04	93,700.00	22,655.74	180,936.34
510 - OTHER INCOME	8,958.51	0.00	63,988.45	24,645.00	39,343.45	24,645.00	0.00	4,000.00
<b>Total Revenue:</b>	<b>671,045.81</b>	<b>1,002,389.29</b>	<b>13,176,449.98</b>	<b>12,898,373.89</b>	<b>278,076.09</b>	<b>14,865,796.84</b>	<b>870,422.52</b>	<b>14,387,119.55</b>
<b>Expense</b>								
100 - PROGRAMS	134,376.46	131,959.63	1,271,952.53	1,362,361.10	90,408.57	1,647,113.92	138,681.95	1,308,319.44
110 - CAMPS	16,524.19	13,082.51	847,263.92	861,194.17	13,930.25	882,710.33	23,610.83	820,850.59
120 - LESSONS	18,335.18	15,109.75	169,123.23	128,651.46	-40,471.77	159,167.83	16,286.45	141,486.17
130 - SPECIAL EVENTS	17,201.59	17,722.62	205,745.46	179,728.46	-26,017.00	214,264.61	10,454.89	149,773.39
610 - SALARIES & WAGES	325,147.39	365,128.63	3,697,021.61	4,103,629.54	406,607.93	4,792,734.00	328,917.44	3,512,832.11
620 - CONTRACTUAL SERVICES	77,197.49	82,681.68	889,235.62	895,706.65	6,471.03	1,071,187.09	217,674.71	2,098,650.81
630 - INSURANCE	149,942.84	73,701.58	756,465.93	737,050.99	-19,414.94	884,772.58	75,966.93	699,844.87
640 - MATERIALS & SUPPLIES	24,038.10	21,932.56	275,895.67	295,008.29	19,112.62	340,707.30	24,121.07	299,009.03
650 - MAINTENANCE & LANDSCAPING CONTRACTS	34,168.31	26,097.76	344,286.65	293,376.77	-50,909.88	320,155.00	37,397.45	291,096.94
660 - UTILITIES	106,452.41	72,776.83	639,571.05	686,601.58	47,030.53	856,956.44	81,099.62	609,533.92
670 - PENSION CONTRIBUTIONS	36,014.74	43,168.72	392,723.63	431,202.44	38,478.81	534,234.10	30,859.48	384,069.96
680 - COST OF GOODS SOLD	567.98	1,117.07	24,560.49	23,975.80	-584.69	26,546.00	24,784.32	289,713.40
720 - CAPITAL OUTLAY	3,877.28	816.50	21,885.26	26,565.54	4,680.28	28,700.00	0.00	13,557.54
<b>Total Expense:</b>	<b>943,843.96</b>	<b>865,295.84</b>	<b>9,535,731.05</b>	<b>10,025,052.79</b>	<b>489,321.74</b>	<b>11,759,249.20</b>	<b>1,009,855.14</b>	<b>10,618,738.17</b>
<b>Report Total:</b>	<b>-272,798.15</b>	<b>137,093.45</b>	<b>3,640,718.93</b>	<b>2,873,321.10</b>	<b>767,397.83</b>	<b>3,106,547.64</b>	<b>-139,432.62</b>	<b>3,768,381.38</b>

**Fund Summary**

Fund	Month		Year To Date		Variance Favorable (Unfavorable)	Annual Budget	Prior Year	
	Actual	Budget	Actual	Budget			Month	YTD
29 - RECREATION	-272,798.15	137,093.45	3,640,718.93	2,873,321.10	767,397.83	3,106,547.64	-139,432.62	3,768,381.38
<b>Report Total:</b>	<b>-272,798.15</b>	<b>137,093.45</b>	<b>3,640,718.93</b>	<b>2,873,321.10</b>	<b>767,397.83</b>	<b>3,106,547.64</b>	<b>-139,432.62</b>	<b>3,768,381.38</b>

The Recreation Fund is used to account for the operations of the facilities and programs. Financing is provided primarily from an annual property tax levy and from fees charged for programs and activities.

Fund Balance 1/1/2018 \$ 4,106,307

Year to Date Activity \$ 3,640,719

Fund Balance 10/31/2018 \$ 7,747,026

YTD revenue is favorable to budget by \$278,076 or 2%. Greater than budgeted property tax revenue is offsetting fees & charges and memberships. Fees and charges are unfavorable because of SV's delayed opening. Early June weather negatively impacted Hidden Creek memberships, while RCHP is working to address membership shifts. Expenditures continue to be favorable to budget. The largest savings has been in salaries, as positions remain open.



Park District of Highland Park, IL

F60 DEBT SERVICE

# Income Statement

Current Period Ending 10/31/2018

Typ...	Month		Year To Date		Variance Favorable (Unfavorable)	Annual Budget	Prior Year	
	Actual	Budget	Actual	Budget			Month	YTD
<b>Revenue</b>								
410 - TAX	21,910.12	126,313.47	1,500,534.00	1,262,074.50	238,459.50	1,514,550.00	30,403.59	1,468,612.08
<b>Total Revenue:</b>	<b>21,910.12</b>	<b>126,313.47</b>	<b>1,500,534.00</b>	<b>1,262,074.50</b>	<b>238,459.50</b>	<b>1,514,550.00</b>	<b>30,403.59</b>	<b>1,468,612.08</b>
<b>Expense</b>								
710 - DEBT RETIREMENT	0.00	0.00	296,181.25	296,181.25	0.00	3,077,362.50	0.00	256,048.61
<b>Total Expense:</b>	<b>0.00</b>	<b>0.00</b>	<b>296,181.25</b>	<b>296,181.25</b>	<b>0.00</b>	<b>3,077,362.50</b>	<b>0.00</b>	<b>256,048.61</b>
<b>Report Total:</b>	<b>21,910.12</b>	<b>126,313.47</b>	<b>1,204,352.75</b>	<b>965,893.25</b>	<b>238,459.50</b>	<b>-1,562,812.50</b>	<b>30,403.59</b>	<b>1,212,563.47</b>

The Debt Service Fund is used to account for the accumulation of resources for and the payment of general long term debt principal and interest.

Fund Balance 1/1/2018                   \$ 156,530

Year to Date Activity                   \$ 1,204,352

Fund Balance 10/31/2018           \$ 1,360,882

October's activity includes receipt of Property Tax revenue.



Park District of Highland Park, IL

F70 CAPITAL

# Income Statement

Current Period Ending 10/31/2018

Typ...	Month		Year To Date		Variance Favorable (Unfavorable)	Annual Budget	Prior Year	
	Actual	Budget	Actual	Budget			Month	YTD
<b>Revenue</b>								
480 - MISCELLANEOUS INCOME	0.00	0.00	960.00	0.00	960.00	0.00	0.00	417,400.00
510 - OTHER INCOME	2,800.00	0.00	7,268.00	0.00	7,268.00	0.00	0.00	449,786.75
520 - BOND/DEBT PROCEEDS	0.00	0.00	5,500.42	0.00	5,500.42	0.00	4,728.91	8,694,323.01
<b>Total Revenue:</b>	<b>2,800.00</b>	<b>0.00</b>	<b>13,728.42</b>	<b>0.00</b>	<b>13,728.42</b>	<b>0.00</b>	<b>4,728.91</b>	<b>9,561,509.76</b>
<b>Expense</b>								
620 - CONTRACTUAL SERVICES	78,710.50	36,265.51	627,444.98	356,822.35	-270,622.63	429,500.00	24,455.30	1,190,498.64
720 - CAPITAL OUTLAY	472,168.92	456,104.17	6,020,935.12	7,617,860.74	1,596,925.62	8,531,914.00	1,544,648.93	4,757,123.82
<b>Total Expense:</b>	<b>550,879.42</b>	<b>492,369.68</b>	<b>6,648,380.10</b>	<b>7,974,683.09</b>	<b>1,326,302.99</b>	<b>8,961,414.00</b>	<b>1,569,104.23</b>	<b>5,947,622.46</b>
<b>Report Total:</b>	<b>-548,079.42</b>	<b>-492,369.68</b>	<b>-6,634,651.68</b>	<b>-7,974,683.09</b>	<b>1,340,031.41</b>	<b>-8,961,414.00</b>	<b>-1,564,375.32</b>	<b>3,613,887.30</b>

The Capital Projects Fund is used to account for financial resources acquired through bond issues and excess surpluses in the Recreation Fund per the District's Fund Balance Policy. These resources are to be used for improvements to existing park facilities, maintenance supplies and staff for the general upkeep of all parks within the District.

Fund Balance 1/1/2018 \$12,801,286

Year to Date Activity \$(6,634,652)

Fund Balance 10/31/2018 \$ 6,166,634

Activity during October includes, Cunniff tennis court design, fence projects at Cloverdale & Sunset Woods, Heller teams course equipment, outside recycle garbage cans, Old Elm pickle ball courts, and pump replacement at Golf Learning Center.



# Y-T-D October 2018

Park District of Highland Park, IL

For Fiscal: 2018 Period Ending: 10/31/2018

	2016	2017	2017	2018	2018
	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity
<b>Center: 11 - ADMINISTRATIVE</b>					
Revenue	4,088,850.02	4,988,000.00	4,898,698.69	5,529,000.00	5,274,462.75
Expense	3,731,447.31	3,723,325.86	3,741,777.08	3,649,089.19	1,366,057.29
<b>Center: 11 - ADMINISTRATIVE Surplus (Deficit):</b>	<b>357,402.71</b>	<b>1,264,674.14</b>	<b>1,156,921.61</b>	<b>1,879,910.81</b>	<b>3,908,405.46</b>
<b>Net Revenue:</b>	<b>8.74%</b>	<b>25.35%</b>	<b>23.62%</b>	<b>34.00%</b>	<b>74.10%</b>
<b>Center: 24 - WEST RIDGE CENTER</b>					
Revenue	496,429.30	475,282.00	534,939.03	540,503.00	508,428.31
Expense	731,339.91	713,275.05	771,435.36	849,990.37	635,109.73
<b>Center: 24 - WEST RIDGE CENTER Surplus (Deficit):</b>	<b>(234,910.61)</b>	<b>(237,993.05)</b>	<b>(236,496.33)</b>	<b>(309,487.37)</b>	<b>-126,681.42</b>
<b>Net Revenue:</b>	<b>-47.32%</b>	<b>-50.07%</b>	<b>-44.21%</b>	<b>-57.26%</b>	<b>-24.92%</b>
<b>Center: 26 - ATHLETICS</b>					
Revenue	978,018.43	1,040,734.00	964,109.06	995,801.00	914,127.24
Expense	900,515.72	999,216.03	886,460.18	951,805.08	715,498.81
<b>Center: 26 - ATHLETICS Surplus (Deficit):</b>	<b>77,502.71</b>	<b>41,517.97</b>	<b>77,648.88</b>	<b>43,995.92</b>	<b>198,628.43</b>
<b>Net Revenue:</b>	<b>7.92%</b>	<b>3.99%</b>	<b>8.05%</b>	<b>4.42%</b>	<b>21.73%</b>
<b>Center: 28 - CAMPS</b>					
Revenue	822,693.52	905,963.00	823,752.55	893,222.00	884,843.15
Expense	573,287.63	658,770.02	605,891.05	650,062.97	593,378.52
<b>Center: 28 - CAMPS Surplus (Deficit):</b>	<b>249,405.89</b>	<b>247,192.98</b>	<b>217,861.50</b>	<b>243,159.03</b>	<b>291,464.63</b>
<b>Net Revenue:</b>	<b>30.32%</b>	<b>27.29%</b>	<b>26.45%</b>	<b>27.22%</b>	<b>32.94%</b>
<b>Center: 29 - SPECIAL EVENTS</b>					
Revenue	75,078.55	102,303.00	50,636.35	69,033.00	35,788.00
Expense	224,868.85	251,186.42	189,216.19	218,607.10	175,951.42
<b>Center: 29 - SPECIAL EVENTS Surplus (Deficit):</b>	<b>(149,790.30)</b>	<b>(148,883.42)</b>	<b>(138,579.84)</b>	<b>(149,574.10)</b>	<b>-140,163.42</b>
<b>Net Revenue:</b>	<b>-199.51%</b>	<b>-145.53%</b>	<b>-273.68%</b>	<b>-216.67%</b>	<b>-391.65%</b>
<b>Center: 31 - HIDDEN CREEK AQUAPARK</b>					
Revenue	457,278.58	469,775.88	376,920.41	457,333.00	334,710.74
Expense	512,339.54	629,831.12	486,259.75	480,719.33	437,676.25
<b>Center: 31 - HIDDEN CREEK AQUAPARK Surplus (Deficit):</b>	<b>(55,060.96)</b>	<b>(160,055.24)</b>	<b>(109,339.34)</b>	<b>(23,386.33)</b>	<b>-102,965.51</b>
<b>Net Revenue:</b>	<b>-12.04%</b>	<b>-34.07%</b>	<b>-29.01%</b>	<b>-5.11%</b>	<b>-30.76%</b>
<b>Center: 32 - ROSEWOOD INTERPRETIVE CENTER</b>					
Revenue	109,597.77	113,943.50	112,802.80	111,565.55	98,676.92
Expense	100,576.04	106,036.52	102,446.35	107,342.88	83,396.31
<b>Center: 32 - ROSEWOOD INTERPRETIVE CENTER Surplus (Deficit):</b>	<b>9,021.73</b>	<b>7,906.98</b>	<b>10,356.45</b>	<b>4,222.67</b>	<b>15,280.61</b>
<b>Net Revenue:</b>	<b>8.23%</b>	<b>6.94%</b>	<b>9.18%</b>	<b>3.78%</b>	<b>15.49%</b>
<b>Center: 33 - ROSEWOOD BEACH</b>					
Revenue	26,249.79	57,925.00	55,773.38	72,570.00	66,466.25
Expense	110,926.27	156,165.49	114,075.82	116,597.00	89,240.84
<b>Center: 33 - ROSEWOOD BEACH Surplus (Deficit):</b>	<b>(84,676.48)</b>	<b>(98,240.49)</b>	<b>(58,302.44)</b>	<b>(44,027.00)</b>	<b>-22,774.59</b>

	<b>Net Revenue:</b>	<b>-322.58%</b>	<b>-169.60%</b>	<b>-104.53%</b>	<b>-60.67%</b>	<b>-34.26%</b>
<b>Center: 34 - PARK AVENUE</b>						
Revenue		75,423.67	88,318.61	84,015.44	93,279.58	104,985.56
Expense		77,233.72	88,781.77	70,334.33	72,920.78	62,432.85
	<b>Center: 34 - PARK AVENUE Surplus (Deficit):</b>	<b>(1,810.05)</b>	<b>(463.16)</b>	<b>13,681.11</b>	<b>20,358.80</b>	<b>42,552.71</b>
	<b>Net Revenue:</b>	<b>-2.40%</b>	<b>-0.52%</b>	<b>16.28%</b>	<b>21.83%</b>	<b>40.53%</b>
<b>Center: 38 - ICE ARENA</b>						
Revenue		1,276,453.64	1,254,735.00	1,152,872.37	1,271,588.73	1,083,520.06
Expense		961,771.93	919,115.54	978,360.41	977,945.77	786,519.04
	<b>Center: 38 - ICE ARENA Surplus (Deficit):</b>	<b>314,681.71</b>	<b>335,619.46</b>	<b>174,511.96</b>	<b>293,642.96</b>	<b>297,001.02</b>
	<b>Net Revenue:</b>	<b>24.65%</b>	<b>26.75%</b>	<b>15.14%</b>	<b>23.09%</b>	<b>27.41%</b>
<b>Center: 41 - MAINTENANCE</b>						
Revenue		886.25	-	175.00	-	817.41
Expense		578,544.26	556,842.90	508,906.42	615,250.76	525,929.38
	<b>Center: 41 - MAINTENANCE Surplus (Deficit):</b>	<b>(577,658.01)</b>	<b>(556,842.90)</b>	<b>(508,731.42)</b>	<b>(615,250.76)</b>	<b>-525,111.97</b>
	<b>Net Revenue:</b>	<b>-65,180.03%</b>	<b>0.00%</b>	<b>-290,703.67%</b>	<b>0.00%</b>	<b>-64,240.95%</b>
<b>Center: 42 - PRO SHOP</b>						
Revenue		874,395.22	-	35.48	565,017.00	256,778.63
Expense		355,128.47	17,610.36	31,844.98	364,520.68	292,039.12
	<b>Center: 42 - PRO SHOP Surplus (Deficit):</b>	<b>519,266.75</b>	<b>(17,610.36)</b>	<b>(31,809.50)</b>	<b>200,496.32</b>	<b>-35,260.49</b>
	<b>Net Revenue:</b>	<b>59.39%</b>	<b>0.00%</b>	<b>-89,654.74%</b>	<b>35.49%</b>	<b>-13.73%</b>
<b>Center: 49 - RECREATION CENTER ADMIN</b>						
Revenue		182,132.54	179,852.00	166,799.31	190,645.00	130,345.48
Expense		1,112,491.80	1,193,443.66	1,068,294.56	1,145,869.29	881,914.45
	<b>Center: 49 - RECREATION CENTER ADMIN Surplus (Deficit):</b>	<b>(930,359.26)</b>	<b>(1,013,591.66)</b>	<b>(901,495.25)</b>	<b>(955,224.29)</b>	<b>-751,568.97</b>
	<b>Net Revenue:</b>	<b>-510.81%</b>	<b>-563.57%</b>	<b>-540.47%</b>	<b>-501.05%</b>	<b>-576.60%</b>
<b>Center: 51 - RECREATION CENTER FITNESS</b>						
Revenue		1,771,299.16	1,809,907.00	1,928,487.89	1,897,881.00	1,424,712.70
Expense		639,044.89	678,982.77	679,050.04	735,656.88	570,630.08
	<b>Center: 51 - RECREATION CENTER FITNESS Surplus (Deficit):</b>	<b>1,132,254.27</b>	<b>1,130,924.23</b>	<b>1,249,437.85</b>	<b>1,162,224.12</b>	<b>854,082.62</b>
	<b>Net Revenue:</b>	<b>63.92%</b>	<b>62.49%</b>	<b>64.79%</b>	<b>61.24%</b>	<b>59.95%</b>
<b>Center: 53 - RECREATION CENTER AQUATICS</b>						
Revenue		225,398.07	258,849.20	205,900.37	243,738.00	176,727.52
Expense		327,472.40	353,190.09	288,021.08	341,582.54	246,401.55
	<b>Center: 53 - RECREATION CENTER AQUATICS Surplus (Deficit):</b>	<b>(102,074.33)</b>	<b>(94,340.89)</b>	<b>(82,120.71)</b>	<b>(97,844.54)</b>	<b>-69,674.03</b>
	<b>Net Revenue:</b>	<b>-45.29%</b>	<b>-36.45%</b>	<b>-39.88%</b>	<b>-40.14%</b>	<b>-39.42%</b>
<b>Center: 55 - INDOOR TENNIS</b>						
Revenue		1,203,353.29	1,235,896.55	1,247,551.43	1,248,037.44	1,086,107.40
Expense		983,930.08	989,311.68	994,041.70	1,001,713.47	832,891.36
	<b>Center: 55 - INDOOR TENNIS Surplus (Deficit):</b>	<b>219,423.21</b>	<b>246,584.87</b>	<b>253,509.73</b>	<b>246,323.97</b>	<b>253,216.04</b>
	<b>Net Revenue:</b>	<b>18.23%</b>	<b>19.95%</b>	<b>20.32%</b>	<b>19.74%</b>	<b>23.31%</b>
<b>Center: 56 - OUTDOOR TENNIS</b>						
Revenue		183,700.21	216,932.00	217,443.11	188,852.00	202,846.76
Expense		175,109.23	191,963.89	174,846.09	147,686.44	170,218.78
	<b>Center: 56 - OUTDOOR TENNIS Surplus (Deficit):</b>	<b>8,590.98</b>	<b>24,968.11</b>	<b>42,597.02</b>	<b>41,165.56</b>	<b>32,627.98</b>
	<b>Net Revenue:</b>	<b>4.68%</b>	<b>11.51%</b>	<b>19.59%</b>	<b>21.80%</b>	<b>16.09%</b>
<b>Center: 61 - HELLER NATURE CENTER</b>						

Revenue		275,247.10	322,406.34	257,930.59	291,630.54	279,293.35
Expense		646,345.38	701,240.46	615,457.77	672,273.55	500,930.68
	<b>Center: 61 - HELLER NATURE CENTER Surplus (Deficit):</b>	<b>(371,098.28)</b>	<b>(378,834.12)</b>	<b>(357,527.18)</b>	<b>(380,643.01)</b>	<b>-221,637.33</b>
	<b>Net Revenue:</b>	<b>-134.82%</b>	<b>-117.50%</b>	<b>-138.61%</b>	<b>-130.52%</b>	<b>-79.36%</b>
<b>Center: 72 - HPCC COURSE &amp; GROUNDS</b>						
Revenue		799,694.64	874,253.42	883,697.48	-	-
Expense		864,540.19	949,889.58	999,367.61	-	-
	<b>Center: 72 - HPCC COURSE &amp; GROUNDS Surplus (Deficit):</b>	<b>(64,845.55)</b>	<b>(75,636.16)</b>	<b>(115,670.13)</b>	<b>-</b>	<b>-</b>
	<b>Net Revenue:</b>	<b>-8.11%</b>	<b>-8.65%</b>	<b>-13.09%</b>	<b>0.00%</b>	<b>0.00%</b>
<b>Center: 74 - HPCC LEARNING CENTER</b>						
Revenue		162,904.91	233,907.81	178,788.00	206,100.00	194,042.40
Expense		105,853.82	143,023.69	110,121.71	266,740.12	249,555.02
	<b>Center: 74 - HPCC LEARNING CENTER Surplus (Deficit):</b>	<b>57,051.09</b>	<b>90,884.12</b>	<b>68,666.29</b>	<b>(60,640.12)</b>	<b>-55,512.62</b>
	<b>Net Revenue:</b>	<b>35.02%</b>	<b>38.85%</b>	<b>38.41%</b>	<b>-29.42%</b>	<b>-28.61%</b>
<b>Center: 76 - HPCC BUILDING</b>						
Revenue		1,451.84	1,134.39	938.95	-	74,969.35
Expense		503,847.95	543,948.51	560,644.21	278,282.80	272,905.57
	<b>Center: 76 - HPCC BUILDING Surplus (Deficit):</b>	<b>(502,396.11)</b>	<b>(542,814.12)</b>	<b>(559,705.26)</b>	<b>(278,282.80)</b>	<b>-197,936.22</b>
	<b>Net Revenue:</b>	<b>-34,604.10%</b>	<b>-47,850.75%</b>	<b>-59,609.70%</b>	<b>0.00%</b>	<b>-264.02%</b>



Sunset Valley Golf Course

	2017 Total Budget	2017 Total Activity	2018 Total Budget	2018 YTD Activity
Revenue	-00	350.00	565,017.00	257,596.00
Expense	574,453.26	540,575.00	979,772.00	817,968.00
<b>Report Surplus (Deficit):</b>	<b>(574,453.26)</b>	<b>(540,225.00)</b>	<b>(414,755.00)</b>	<b>(560,372.00)</b>

Recreation Center of HP

	Total Budget	Total Activity	Total Budget	YTD Activity
Revenue	2,248,608.20	2,301,186.00	2,332,264.00	1,731,786.00
Expense	2,225,616.52	2,035,365.00	2,223,108.00	1,698,946.00
<b>Report Surplus (Deficit):</b>	<b>22,991.68</b>	<b>265,821.00</b>	<b>109,156.00</b>	<b>32,840.00</b>

Deer Creek Raquet Club

	Total Budget	Total Activity	Total Budget	YTD Activity
Revenue	1,452,829.00	1,464,994.00	1,436,889.00	1,288,952.00
Expense	1,181,276.00	1,168,887.00	1,149,399.00	1,003,110.00
<b>Report Surplus (Deficit):</b>	<b>271,553.00</b>	<b>296,107.00</b>	<b>287,490.00</b>	<b>285,842.00</b>

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Park District of Highland Park  
Investment Schedule  
October 31, 2018

Security	Type		Purchase Date	Maturity Date	Interest Rate	Effective Yield to Mat	Purchase Price	Amortized Book Value	Par Value	Monthly Interest	Expected Interest
Discover Bank (DE)	CD	365	1/31/18	1/31/19	1.80%	1.80%	246,000.00	246,000.00	246,000.00	376.08	4,428.00
Goldman Sachs Bank NY	CD	365	1/31/18	1/31/19	1.80%	1.80%	246,000.00	246,000.00	246,000.00	376.08	4,428.00
Safra National Bank of NY	CD	454	1/31/18	4/30/19	1.89%	1.89%	247,000.00	247,000.00	247,000.00	396.49	5,806.60
Southwest National Bank KS	CD	546	2/2/18	8/2/19	2.00%	2.00%	247,000.00	247,000.00	247,000.00	419.56	7,389.70
Live Oak Banking Co	CD	546	2/9/18	8/9/19	2.00%	2.00%	247,000.00	247,000.00	247,000.00	420.19	7,400.78
Bankvista, Sartell MN	CD	638	2/7/18	11/7/19	2.00%	2.00%	247,000.00	247,000.00	247,000.00	419.56	8,634.85
First Commerce Bank	CD	638	2/7/18	11/7/19	2.00%	2.00%	247,000.00	247,000.00	247,000.00	419.56	8,634.85
Granite Community Bank	CD	365	10/3/17	10/3/18	1.41%	1.40%	246,000.00	246,000.00	246,000.00	28.51	3,468.60
Landmark Community Bank TN	CD	365	10/3/17	10/3/18	1.40%	1.40%	246,000.00	246,000.00	246,000.00	28.31	3,444.00
Security State Bank, Wewoka OK	CD	365	10/5/17	10/5/18	1.40%	1.40%	246,000.00	246,000.00	246,000.00	47.18	3,444.00
Pacific Enterprises Bank CA	CD	690	12/1/16	10/22/18	1.11%	1.11%	244,000.00	244,000.00	244,000.00	163.25	5,119.99
CFG Community Bank, MD	CD	455	8/11/17	11/9/18	1.50%	1.50%	244,000.00	244,000.00	244,000.00	310.85	4,562.47
Longview Bank	CD	455	8/11/17	11/9/18	1.45%	1.45%	244,000.00	244,000.00	244,000.00	300.49	4,410.38
Exchange Bank, Gibbon NE	CD	1095	12/1/15	11/30/18	1.54%	1.54%	238,000.00	238,000.00	238,000.00	311.29	10,995.60
Stearns Bank NA St Cloud MN	CD	1095	12/1/15	11/30/18	1.45%	1.45%	239,000.00	239,000.00	239,000.00	294.33	10,396.50
Southside Bank Tyler TX	CD	1095	12/1/15	11/30/18	1.40%	1.40%	239,000.00	239,000.00	239,000.00	284.18	10,038.00
Great Midwe. Bank Ssb, Brookfield WI	CD	1095	12/1/15	11/30/18	1.35%	1.35%	240,000.00	240,000.00	240,000.00	275.18	9,720.00
Community West Bank NA Goleta CA	CD	1095	12/1/15	11/30/18	1.33%	1.33%	240,000.00	240,000.00	240,000.00	271.10	9,576.00
Gbc International Bank LA. CA.	CD	1095	12/1/15	11/30/18	1.30%	1.30%	240,000.00	240,000.00	240,000.00	264.99	9,360.00
First National Bank of McGregor, TX	CD	270	3/15/18	12/10/18	1.95%	1.95%	246,000.00	246,000.00	246,000.00	407.42	3,548.47
Western Alliance Bank, Phoenix	CD	365	12/14/17	12/14/18	1.65%	1.65%	245,000.00	245,000.00	245,000.00	343.34	4,042.50
T Bank, Tollway, TX	CD	365	12/14/17	12/14/18	1.61%	1.61%	245,000.00	245,000.00	245,000.00	335.01	3,944.50
United Bank of Iowa Ida Grove IA	CD	545	8/11/17	2/7/19	1.50%	1.50%	243,000.00	243,000.00	243,000.00	309.58	5,442.53
Native Amcn Bank CO	CD	545	8/11/17	2/7/19	1.45%	1.45%	243,000.00	243,000.00	243,000.00	299.26	5,261.12
Capital Bank , Jacinto City TX	CD	545	8/24/17	2/20/19	1.60%	1.60%	243,000.00	243,000.00	243,000.00	330.21	5,805.37
Mission National Bank, San Francisco CA	CD	545	8/23/17	2/19/19	1.45%	1.45%	244,000.00	244,000.00	244,000.00	300.49	5,282.77
Foresight Bank, Plainview MN	CD	455	12/14/17	3/14/19	1.57%	1.57%	244,000.00	244,000.00	244,000.00	325.36	4,775.38
Fieldpoint Private Bank & Trust CT	CD	528	10/3/17	3/15/19	1.45%	1.45%	244,000.00	244,000.00	244,000.00	300.49	5,117.98
Security Bank & Trust	CD	528	10/3/17	3/15/19	1.43%	1.43%	244,000.00	244,000.00	244,000.00	296.34	5,047.39
Bank Leuni USA, NY	CD	367	3/23/18	3/25/19	2.15%	2.15%	244,000.00	244,000.00	244,000.00	445.55	5,274.75
Orrstown Bank, Shippensburg PA	CD	556	10/3/17	4/12/19	1.49%	1.49%	243,000.00	243,000.00	243,000.00	307.51	5,515.37
Cibc(Acquired Private Bank & Trust Chgo	CD	556	10/3/17	4/12/19	1.45%	1.45%	244,000.00	244,000.00	244,000.00	300.49	5,389.39
Mound City Bank	CD	554	10/5/17	4/12/19	1.65%	1.65%	243,000.00	243,000.00	243,000.00	340.53	6,085.65
First National Bank Paragould AR	CD	554	10/5/17	4/12/19	1.44%	1.44%	244,000.00	244,000.00	244,000.00	298.42	5,332.97
Pacific Western Bank, LA	CD	365	4/25/18	4/25/19	2.20%	2.20%	244,000.00	244,000.00	244,000.00	455.91	5,368.00
Cornerstone Bank,	CD	365	5/24/18	5/24/19	2.35%	2.35%	243,000.00	243,000.00	243,000.00	485.00	5,710.50
American Metro Bank, Chicago	CD	365	5/24/18	5/24/19	2.35%	2.35%	243,000.00	243,000.00	243,000.00	485.00	5,710.50
First Exchange Bank of Alabama, Louisville AL	CD	545	12/14/17	6/12/19	1.75%	1.75%	243,000.00	243,000.00	243,000.00	361.17	6,349.62
Crestmark Bank, Troy MI	CD	545	12/14/17	6/12/19	1.60%	1.60%	243,000.00	243,000.00	243,000.00	330.21	5,805.37
Luana Savings Bank, Luana IA	CD	545	12/14/17	6/12/19	1.55%	1.55%	243,000.00	243,000.00	243,000.00	319.89	5,623.95
Stearns Bank Holdingford NA	CD	545	12/14/17	6/12/19	1.55%	1.55%	243,000.00	243,000.00	243,000.00	319.89	5,623.95
Platinum Bank, Oakdale MN	CD	455	3/23/18	6/21/19	2.20%	2.20%	242,000.00	242,000.00	242,000.00	452.18	6,636.77
Capital Community Bank, Provo UT	CD	455	3/23/18	6/21/19	1.96%	1.96%	243,000.00	243,000.00	243,000.00	404.51	5,937.19
Mid-America Bank, MO	CD	485	4/25/18	8/23/19	2.30%	2.30%	241,000.00	241,000.00	241,000.00	470.78	7,365.36
Farmers & Merchants Union Bank	CD	540	3/28/18	9/19/19	2.20%	2.20%	241,000.00	241,000.00	241,000.00	450.31	7,844.05
First Internet of Indiana, IN	CD	545	4/25/18	10/22/19	2.40%	2.40%	240,000.00	240,000.00	240,000.00	489.21	8,600.55

Financial Federal Savings Bank, TN	CD	545	5/24/18	11/20/19	2.50%	2.50%	240,000.00	240,000.00	240,000.00	509.59	8,958.90
Sonabank, McLean VA	CD	545	5/24/18	11/20/19	2.50%	2.50%	240,000.00	240,000.00	240,000.00	509.59	8,958.90
Uinta Bank, Mountain View WY	CD	545	6/19/18	12/16/19	2.55%	2.55%	240,000.00	240,000.00	240,000.00	519.78	9,138.08
Franklin Synergy Bank, Franklin TN	CD	545	6/19/18	12/16/19	2.55%	2.55%	240,000.00	240,000.00	240,000.00	519.78	9,138.08
							12,161,000.00		12,161,000.00	17,429.94	319,894.24

# EXECUTIVE DIRECTOR'S MONTHLY REPORT

## NOVEMBER 9, 2018

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### UPCOMING MEETINGS AND DATES

- November 13, 2018/6:00 p.m./West Ridge Center/Regular Meeting
- December 4, 2018/6:00 p.m./West Ridge Center/Workshop Meeting
- December 13, 2018/6:00 p.m./West Ridge Center/Regular Meeting
- January 8, 2019/6:00 p.m./West Ridge Center/Workshop Meeting

### FACILITIES

#### DEER CREEK RACQUET CLUB – NOVEMBER 2018

<b>October Activity</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
<b>Daily Court Rentals (Hours)</b>			
<b>Tennis</b>	<b>N/A</b>	<b>93</b>	<b>112.25</b>
<b>Racquetball</b>	<b>N/A</b>	<b>47.50</b>	<b>49.50</b>
<b>Private Lessons (Hours)</b>	<b>N/A</b>	<b>163.75</b>	<b>208</b>
<b>Drop-Ins</b>	<b>N/A</b>	<b>511</b>	<b>604</b>
<b>Memberships</b>	<b>672</b>	<b>622</b>	<b>536</b>

### News & Events

- Deer Creek Racquet Club's Halloween Monster Bash event on Saturday, October 27 was a huge success with over 20 kids participating. Pro staff did a great job of promoting the event.
- Winter Registration began Monday, October 27 for members currently in a class.

## CENTENNIAL ICE ARENA

	<u>2016</u>	<u>2017</u>	<u>2018</u>
Daily Drop in Fees			
Public Skate	x	297	347
Freestyle	x	126	39
Open Hockey	x	0	7
Open Gymnastics	x	36	33
Skate Rental	x	X	X
Punch Passes			
Public Skate	x	0	29
Freestyle	x	0	29
Skate Rental	x	0	27
Facility Rentals			
<b>Total Hours</b>	x	<b>191.5</b>	<b>190.1</b>

### News & Events

- Fall 2 session began Monday, October 22 and runs until Friday, December 21.
- Over 100 people dressed up and participated in the annual Scary Skate on October 27<sup>th</sup>.
- The World Invitational Hockey Tournament held hockey games at Centennial Ice Arena on Friday, November 2 and Saturday, November 3. Teams from across the US and other countries participate in the tournament, which is held at several rinks throughout the Chicagoland area.
- Thanksgiving weekend will have public skate hours on Thursday, November 22, 10:30am-Noon; Friday, November 23, Noon-1:30pm; Saturday, November 24, Noon-1:30pm; and Sunday, November 25, Noon-1:30pm.

## RECREATION CENTER OF HIGHLAND PARK

<u>Memberships</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Annual	1969	1961	2001
Non-Annual	51	51	55
NorthShore Grant	15	29	27
<b>Total Memberships</b>	<b>2035</b>	<b>2041</b>	<b>2083</b>
Kid Fit Memberships	79	59	91

<u>Active Members</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Annual	3169	3220	3287
Non-Annual	51	51	55
NorthShore Grant	15	29	27
<b>Total Members</b>	<b>3235</b>	<b>3300</b>	<b>3369</b>
Kid Fit Members	141	91	158

<u>Punch Pass/Day Pass</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Fitness/Aquatics Punch	30	64	47
Track Pass	-	-	75
Open Gym Punch	5	9	6
Kid Fit Punch Pass	3	3	6
Facility Day Pass	129	129	125
Aquatics Day Pass	147	36	67
Open Gym Day Pass	314	369	398
Kid Fit Day Pass	53	32	46
Kid Fit Time Out	1	13	18

<u>Facility Usage</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Fitness/Aquatics	12700	14447	15614
Track Pass	-	-	1399

<b>Kid Fit</b>	<b>923</b>	<b>691</b>	<b>511</b>
<b>Group Exercise</b>	<b>5507</b>	<b>6330</b>	<b>5507</b>
<b>Water Aerobics (Per class)</b>	<b>12</b>	<b>12.1</b>	<b>12.8</b>
<b>Free Day Passes</b>	<b>172</b>	<b>140</b>	<b>106</b>
<b>Group Exercise Average</b>	<b>12.1</b>	<b>12.9</b>	<b>10.5</b>

<u>Personal Training/Programs</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
<b>Personal Training Units Sold</b>	<b>458.5</b>	<b>504.75</b>	<b>507</b>
<b>Personal Training Visits</b>	<b>805</b>	<b>865</b>	<b>757</b>
<b>Small Group Units Sold</b>	<b>NA</b>	<b>NA</b>	<b>16</b>
<b>Rental Bookings (hours)</b>	<b>112.25</b>	<b>47.5</b>	<b>82.6</b>

## News & Events

- Memberships have increased 2% from October 2017 (2001 in 2018 vs. 1961 in 2017). There has been a 2.1% increase in total members (3,369 in 2018 vs. 3,300 in 2017). Total Memberships for October 2018 have increased from October 2017 by 2.1% (2083 in October 2018 vs 2041 in October 2017). This is due to increasing of staffing levels at the Aquatics desk which helps with pass check in, improved membership service team communication on pass memberships, and improvement of staff training to ensure that all memberships are valid upon scanning in.
- 1,890 Track Passes have been sold since we began recording. Track usage continues to be high at a total of 1,399. The drop in temperature is driving an increase in usage compared to September 2018 at 878, and word of mouth is continuing to spread about our free track for residents in the active older adult population.
- Open Gym Day Passes have increased from October 2017 by 7.9% (398 in 2018 vs. 369 in 2017), and aquatics day passes have increased 86% (67 in October 2018 and 36 in October 2017). This is primarily due to proper staffing at the Aquatics desk. Consistency and communication at the front desk has helped ensure all open gym participants are paying and signing in correctly.
- Both Personal Training units sold and visits have *increased* since last month - September 2018: units sold by 16%. Personal Training units sold has gone up slightly since October 2017. Personal training visits have decreased by 13% since September 2017. Total Group Exercise participation has increased by 24% since last month (5507 vs. 4230) but has decreased by 14% since last year.
- Rental Bookings are up from September 2017 by 73.9%. Rental bookings have increased due to café space and one large event.

# HELLER NATURE CENTER

## School Programs

	<u>2016</u>	<u>2017</u>	<u>2018</u>
<b>HELLER NATURE CENTER</b>			
In-District Schools	0	0	0
Out-of-District Schools	13 classes	7 classes	21 classes
<b>TOTAL</b>	13 classes	7 classes	21 classes
<b>ROSEWOOD INTERPRETIVE CENTER</b>			
In-District School	0	4 classes	0
Out of District	0	0	0
<b>Total</b>	0	4	0

## Custom/Scout Programs

	<u>2016</u>	<u>2017</u>	<u>2018</u>
<b>HELLER NATURE CENTER</b>			
Number of Programs	19	2	7
<b>ROSEWOOD INTERPRETIVE CENTER</b>			
Number of Programs	1	0	0

## Teams Course Programs

	<u>2016</u>	<u>2017</u>	<u>2018</u>
<b>HELLER NATURE CENTER</b>			
Number of Programs	10	6	43

## Facility Rentals

	<u>2016</u>	<u>2017</u>	<u>2018</u>
<b>HELLER NATURE CENTER</b>			
Rentals	13	7	11
Birthday Party Package	5	3	3
<b>Total</b>	18	10	14
<b>ROSEWOOD INTERPRETIVE CENTER</b>			
Rentals	5	3	8
Birthday Party Package	2	2	1
<b>Total</b>	7	5	9

## News & Events

- Heller Nature Center hired a new naturalist, Amy Banner.
- Park District Staff tried Heller’s new crate staking element on the Teams Course.
- Heller had 32 classes from New Trier come out to Heller’s Teams Course this Fall.

## WEST RIDGE CENTER OCTOBER RENTALS

	2016	2017	2018
Rental Bookings (hrs)	22	24	22

## GRANT-IN-AID OCTOBER 2018

	2017	2018
Total YTD Subsidy	\$108,104	\$86,646
Households		
100% Subsidy YTD	74	74
50% Subsidy YTD	16	11
Total YTD	90	85

## News & Events:

- Overall scholarship usage is down 22%.
- This is due in part to a decrease in the number of households approved for a SMILE Grant-In-Aid scholarship.
- Less scholarship recipients are allocating their funds towards camp. This has decreased from 53 enrollments in 2017 to 43 enrollments in 2018, or approximately -\$16,191 in scholarship funds.
- At the same time, there has been an increase in subsidized Recreation Center fitness memberships– 45 in 2017 vs. 55 in 2018. More scholarship recipients are choosing to allocate their funds towards an annual fitness membership, which is less costly than most camps or travel athletic programs.
- 2019 application packets were distributed this month to all current scholarship recipients. Registration for 2019 programs begins in November.

## HIGHLAND PARK LEARNING CENTER DRIVING RANGE MONTHLY SALES REPORT (BUCKETS SOLD)

	<u>2017 Actual</u>	<u>2018 Budget</u>	<u>2018 Actual</u>
March			
April		400	327
May		2,400	1,167
June		5,000	1,468
July		5,000	1,763
August		4,200	1,330
September		1,800	983
October		980	384
November			
<b>Totals</b>		<b>19,780</b>	<b>7,422</b>

## MINI GOLF MONTHLY SALES REPORT (ROUNDS SOLD)

	<u>2017 Actual</u>	<u>2018 Budget</u>	<u>2018 Actual</u>
March			
April		50	18
May		450	400
June		1,600	644
July		1,700	1,047
August		1,600	1,116
September		400	734
October		200	312
November			
<b>Totals</b>		<b>6,000</b>	<b>4,271</b>

### News & Events:

- Weather was cooler than normal. There was frost on the grass many mornings. The range and miniature golf closed for the season October 31<sup>st</sup>.

## PARKS & PLANNING

### News & Events

- Staff continue to work with Hey and Associates on planning for the Highland Park Country Club Conversion. Staff plan to start site preparation for seeding this fall.
- Staff are completing the community engagement phase of the Lakefront Master Plan Update this month and will begin to review feedback received and compile recommendations.
- The Annual District-Wide Asphalt project is underway. Tennis and basketball court replacements or recoloring include Cloverdale Park, Fink Park, Kennedy Park, Old Elm Park and Woodridge Park. In addition, the parking lot is being replaced at Hidden Creek AquaPark and fencing is being replaced at the Sunset Woods Skate Park.
- An engineering firm is currently evaluating the current condition of the Danny Cunniff Pond Deck and developing a recommendation for repair.
- An engineering firm is currently evaluating the Danny Cunniff Park Tennis Courts and developing a plan for drainage improvements.
- Ordering of capital replacement vehicles and equipment, including two pick-up trucks, large dump truck used for wintering salting and a tractor.
- Soliciting contractors for proposals for tree removals at Fink and Kennedy Parks.
- Staff is assisting in the winterizing of the Golf Learning Center, including the irrigation and waterfall feature.
- Winterizing water fountains and park bathroom facilities continues. It is a three to four process to complete all fountains, irrigation systems and park bathrooms.
- Winterizing procedures have begun on athletic fields and courts, including the removal of batting cages, backstop blue screens, tennis windscreens and pole pads.
- Staff is working on the Fink screenings walking path, adding material to fill low spots and ruts.

## RECREATION EVENTS OCTOBER 2018

	<u>2017</u>	<u>2018</u>	<u>Variance</u>
WRC Open House	300	280	-20
Hayride	N/A	200	200
Total Registrations	300	480	180

### News & Events

- Our First Annual Halloween Hayride event was held on Friday, October 12<sup>th</sup>, at the Highland Park Country Club. Guests enjoyed a haunted hayride through the Country Club grounds, as well as a movie by the fire. The Parks Foundation was on site selling smores kits. Food and drinks were available for purchase. Estimated attendance was 200 participants.
- The West Ridge Trick-or-Treat Event was held on Friday, October 26<sup>th</sup>. Approximately 250+ families attended, which was close to the number who participated in 2017. Participants had their faces painted, received twisted balloons, and enjoyed games and projects in the West Ridge classrooms with the Childhood Enrichment staff.
- Winter/Spring registration begins on November 14 for residents.

# Marketing & Communications (Oct 12 – Nov 5)

**Social Media**

<b>3,480</b>	<b>853</b>	<b>754</b>	<b>177</b>
Likes	Followers	Followers	Views

**Email**

<b>37,477</b>	<b>47,834</b>	<b>7,303</b>	<b>653</b>
Total Audience	Emails Delivered	Emails Opened	Clicks to pdhp.org

**pdhp.org**

<b>8,590</b>	<b>12,758</b>	<b>28,769</b>
Visitors	Visits	Pageviews

**Digital Brochures**

FALL

<b>187</b>	<b>11</b>
Views	Clicks to Register

## Graphics



**Refer a friend & enjoy 1 FREE MONTH!**

SHARE THE ADVANTAGES & FUN OF BEING A MEMBER!

- Exercise studio equipped with state-of-the-art Queenax machines.
- Fitness floor with dedicated stretching area, larger free weight area, and new line of strength equipment.
- Lap and open swim times available seven days a week.
- Running/walking track.
- Extensive drop-in group exercise schedule led by renowned instructors.
- Personal training.
- Open gym time.
- Indoor cycling studio.

RECREATION CENTER OF HIGHLAND PARK

*It's a New Year, are you ready for a New YOU?*

**FITFIX**

6-week fitness & wellness journey

**JOIN TODAY!**

RECREATION CENTER OF HIGHLAND PARK

**BOOK YOUR Holiday Party WITH US!**

Bring your holiday party to life at the new, trendy restaurant located at Sunset Valley Golf Club. Dine, drink, relax & celebrate with dining rooms of the golf course. Treat your guests to the unique spirit and atmosphere you will never forget!

Menu of breakfast, lunch, dinner, cocktail reception options available.

Book your holiday event today, call 847.422.7140.

SUNSET VALLEY GOLF CLUB

**Winter REGISTRATION BEGINS**

**Wed Nov 14:** Childhood Enrichment, Dance, Theatre, Athletics, Golf Lessons, Fitness, Tennis, Nature Programs, Swim Lessons, Art, Ice Skating, Gymnastics

Register at pdhp.org

PARK DISTRICT OF HIGHLAND PARK

**Deer Creek Racquet Club WINTER REGISTRATION**

Oct 29 - Nov 11  
**Current Members Only**

Nov 5 - Nov 11  
**Current Students**

Wed Nov 14  
**Online & Walk-in Registration Begins**

Visit pdhp.org

DEER CREEK RACQUET CLUB

**FREE! Try SKATING & GYMNASTICS Day**

**MON NOV 12 - 11-12:30PM**  
CENTENNIAL ICE ARENA - 3100 TRAIL WAY

FREE beginner skating and gymnastics lessons!

Skating Lessons   Age 4-Adult	Gymnastics Lessons   Age 7-12
4677000-A	4699000-A
4677000-B	4699000-B
4677000-C	4699000-C
4677000-D	4699000-D

Pre-register online. Walk-ins welcome, if spots are available. For more information, call 847.422.4790.

PARK DISTRICT OF HIGHLAND PARK

Page	Pageviews	Unique Pageviews	Avg. Time on Page
	<b>28,569</b> % of Total: 100.00% (28,569)	<b>22,702</b> % of Total: 100.00% (22,702)	<b>00:01:36</b> Avg for View: 00:01:36 (0.00%)
1. /	<b>5,684</b> (19.90%)	<b>4,408</b> (19.42%)	00:01:30
2. /recreation-center-highland-park-fitness-pool/	<b>2,289</b> (8.01%)	<b>1,778</b> (7.83%)	00:02:39
3. /centennial-ice-arena/	<b>1,777</b> (6.22%)	<b>1,350</b> (5.95%)	00:02:09
4. /programs/	<b>1,657</b> (5.80%)	<b>1,196</b> (5.27%)	00:00:27
5. /facilitiesparks/	<b>807</b> (2.82%)	<b>672</b> (2.96%)	00:00:21
6. /heller-nature-center/	<b>772</b> (2.70%)	<b>580</b> (2.55%)	00:02:05
7. /highland-park-country-club/	<b>567</b> (1.98%)	<b>425</b> (1.87%)	00:01:29
8. /recreation-center-highland-park-fitness-pool/group-exercise/	<b>529</b> (1.85%)	<b>398</b> (1.75%)	00:02:33
9. /event/west-ridge-trick-or-treat/	<b>504</b> (1.76%)	<b>454</b> (2.00%)	00:03:33
10. /staff-directory/	<b>496</b> (1.74%)	<b>451</b> (1.99%)	00:04:10
11. /athletics/	<b>495</b> (1.73%)	<b>390</b> (1.72%)	00:00:22
12. /deer-creek-racquet-club/	<b>469</b> (1.64%)	<b>364</b> (1.60%)	00:02:13
13. /join-our-team/	<b>464</b> (1.62%)	<b>379</b> (1.67%)	00:03:44
14. /youth-sports/youth-basketball/	<b>442</b> (1.55%)	<b>315</b> (1.39%)	00:02:23
15. /parties-rentals/	<b>405</b> (1.42%)	<b>315</b> (1.39%)	00:00:52
16. /event/new-haunted-hayride/	<b>348</b> (1.22%)	<b>310</b> (1.37%)	00:03:44
17. /events/	<b>336</b> (1.18%)	<b>280</b> (1.23%)	00:01:12
18. /west-ridge-center/	<b>335</b> (1.17%)	<b>284</b> (1.25%)	00:01:56
19. /centennial-ice-arena/gymnastics/	<b>294</b> (1.03%)	<b>219</b> (0.96%)	00:02:11
20. /rosewood-beach-2/	<b>278</b> (0.97%)	<b>242</b> (1.07%)	00:02:44
21. /find-listing/	<b>254</b> (0.89%)	<b>217</b> (0.96%)	00:01:24
22. /pdhp-internal-staff-documents/	<b>253</b> (0.89%)	<b>121</b> (0.53%)	00:04:34
23. /bids-rfps/	<b>223</b> (0.78%)	<b>191</b> (0.84%)	00:01:42
24. /about-us/	<b>219</b> (0.77%)	<b>169</b> (0.74%)	00:00:30
25. /404.html?page=/centennial-ice-arena/learn-to-skate&from=http://www.pdhp.org/programs/	<b>212</b> (0.74%)	<b>132</b> (0.58%)	00:01:14
26. /camps/	<b>202</b> (0.71%)	<b>134</b> (0.59%)	00:02:11
27. /event/halloween-scary-skate/	<b>194</b> (0.68%)	<b>180</b> (0.79%)	00:02:53
28. /youth-sports/youth-football/	<b>189</b> (0.66%)	<b>137</b> (0.60%)	00:03:38
29. /golf-learning-center/	<b>183</b> (0.64%)	<b>163</b> (0.72%)	00:02:28
30. /program-guides/	<b>155</b> (0.54%)	<b>132</b> (0.58%)	00:03:42
31. /beaches/	<b>153</b> (0.54%)	<b>121</b> (0.53%)	00:00:52
32. /youth-sports/youth-baseball/	<b>146</b> (0.51%)	<b>107</b> (0.47%)	00:01:49