

NOTICE OF MEETING
Tuesday, March 31, 2020
6:00 p.m.

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

REGULAR MEETING AGENDA

Members of the public may view a live stream of the Regular Board Meeting by clicking the Tuesday, March 31 Regular Board Meeting Video link found at
<https://www.pdhp.org/park-board/meetings/>

- I. CALL TO ORDER
- II. ROLL CALL
- III. ADDITIONS TO THE AGENDA
- IV. APPROVAL OF RESOLUTION 2020-07 ADOPTING TEMPORARY RULES FOR PUBLIC COMMENT DUE TO COVID-19
- V. PUBLIC COMMENT FOR ITEMS ON AGENDA
For public comment, members of the public should email Brian Romes, Executive Director, at bromes@pdhp.org. Emails will be accepted until 5:45 p.m. on Tuesday, March 31. Email comments will be read aloud during the meeting.
- VI. EMERGENCY OPERATIONS PLANNING AND RESPONSE TO COVID-19
- VII. APPROVAL OF RESOLUTION 2020-06 GRANTING EMERGENCY POWERS TO THE BOARD PRESIDENT AND EXECUTIVE DIRECTOR DURING THE GOVERNOR'S DECLARATION OF EMERGENCY
- VIII. CONSENT AGENDA
 - A. Minutes from February 11, 2020 Workshop Meeting
 - B. Minutes from February 25, 2020 Regular Board Meeting
 - C. Approve 2020 Affiliate and Sponsored Group Agreements
 - D. Approval to Enter into an Agreement with Wadsworth Golf Construction Company for the Construction of the Sunset Valley Youth Golf Development and Short Game Area
 - E. Approval of Ordinance 2020-03 – RCHP Property to be Named the "Preserve of Highland Park"
 - F. Approval of the Northern Illinois Municipal Electric Collaborative (NIMEC) Bid for the Recreation Center of Highland Park
 - G. Approval of the 2020 Landscape Services Bid
 - H. Approval of the 2020 Routine Grounds Maintenance Services Bid
 - I. Approval of the 2020 License Agreement with the North Shore Yacht Club
 - J. Approval of Revision to Policy #5.03 Refunds of District Fees
 - K. Approval of Ordinance 2020-04 Approving the First Amendment to Intergovernmental Agreement By, Between and Among the Lake County Forest Preserve District, The Park District of Highland Park and the City of Highland Park
 - L. Approval of First Student Transportation Services Contract Extension for Summer Camp
 - M. Approval of the 2019 Fire Suppression/Fire Alarm Testing and Maintenance RFP

NOTICE OF MEETING
Tuesday, March 31, 2020
6:00 p.m.

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

N. Bills and Payroll in the amount of \$1,334,067.38

IX. UNFINISHED BUSINESS

- A. 2020 Ice Rink Compressor Replacement Project Bid**
- B. Hidden Creek AquaPark Pool Filtration System Installation Bid**
- C. Resolution 2020-05 Authorizing a Contract for Procurement of the Recreation Center of Highland Park Cycle Equipment and Program**
- D. Approval of the 2020 Park Avenue Dredging Bid**
- E. Approval of Rosewood Park Drainage and Grading Improvements Bid**
- F. Rosewood Beach Recreation Cove Protection Project**

X. TREASURER'S REPORT

XI. NEW BUSINESS

- A. Parks Foundation Update**
- B. Director's Report**
- C. Board Comments**

XII. OPEN TO PUBLIC TO ADDRESS BOARD

XIII. 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.

XIV. ACTION FROM CLOSED SESSION IF ANY

XV. ADJOURNMENT

Persons with disabilities requiring reasonable accommodation to participate in this meeting should contact the Park District's ADA Compliance Officer, Brian Romes, at the Park District's Administrative Office, 636 Ridge Road, Highland Park, IL Monday through Friday from 8:30 a.m. until 5:00 p.m. at least 48 hours prior to the meeting. Requests for a qualified ASL interpreter require five (5) working days advance notice. Telephone number 847-831-3810; fax number 847-831-0818.



Memorandum

To: Board of Park Commissioners

From: Brian Romes, Executive Director

Date: March 31, 2020

Subject: **Request for Approval: Resolution 2020-7 Adopting Temporary Rules for Public comment During the Governor's Declaration of Emergency**

Background

In order to prevent the spread of COVID-19 in the community the Park District will conduct public meetings remotely during the Governor's declaration of emergency. To ensure the District continues to follow the requirements outlined in the Illinois Open Meetings Act, which requires public bodies, including park districts, to provide an opportunity for public comment at each open meeting staff recommends that the Park Board of Commissioners adopt temporary rules for public comment during this time.

Recommendation

Staff recommends approval from the Park Board of Commissioners to immediately adopt and implement Resolution 2020-07 Adopting Temporary Rules for Public Comment During the Governor's Declaration of Emergency.

**PARK DISTRICT OF HIGHLAND PARK
LAKE COUNTY, ILLINOIS**

RESOLUTION No. 2020-07

**A RESOLUTION ADOPTING TEMPORARY RULES FOR PUBLIC COMMENT DURING THE
GOVERNOR'S DECLARATION OF EMERGENCY**

WHEREAS, the Park District of Highland Park is an Illinois unit of local government operating under the Constitution and laws of the State of Illinois; and

WHEREAS, the Illinois Open Meetings Act, 5 ILCS 120/1 et seq. requires public bodies, including park districts, to provide an opportunity for public comment at each open meeting of the public body;

WHEREAS, the Board of Commissioners of the Park District of Highland Park finds that it is in the best interest of the Park District to temporarily adopt such rules only during the term of Executive Order No. 2020-10 (Covid-19 EO No. 8).

NOW, THEREFORE, BE IT RESOLVED by the Board of Park Commissioners of the Park District of Highland Park, as follows:

(1) The United States Center for Disease Control and Prevention (CDC), the United States Department of Health and Human Services (HHS), and the World Health Organization (WHO) have each determined that the SARS-CoV-2 virus causes the COVID-19 respiratory disease. The SARS-CoV-2 virus is a new strain of coronavirus not been previously identified in humans and is easily spread from person to person. The COVID-19 disease can result in serious illness and death.

(2) Dozens of confirmed cases of COVID-19 have been identified in the State of Illinois to date, and many of the cases in Illinois are in the greater Chicagoland area. On January 31, 2020, the Secretary of HHS declared a public health emergency for the entire United States of America concerning COVID-19. On March 9, 2020, Governor Pritzker issued a disaster proclamation concerning the spread of COVID-19 in Illinois. On March 11, 2020, WHO declared that the spread of COVID-19 is a global pandemic. On March 13, 2020, President Trump declared a national emergency concerning the COVID-19 pandemic.

(3) The Illinois Department of Public Health has now confirmed localized community person-to-person transmission of COVID-19 in Illinois, significantly increasing the risk of exposure and infection to Illinois' general public and creating an extreme public health risk in the Village and throughout the State. As has been experienced in other locales in the United States and around the world, the SARS-CoV-2 virus has the potential to infect large numbers of people in a short amount of time, placing extreme burdens on the health care system and the economy.

(4) In order to prevent the spread of COVID-19 in the community, and to protect the residents of the community from disease and death, it is necessary to implement and adopt temporary rules for public comment while the Park District of Highland Park conducts meetings remotely.

**PARK DISTRICT OF HIGHLAND PARK TEMPORARY RULES FOR PUBLIC COMMENT
ONLY DURING EXECUTIVE ORDER NO. 2020-10 (Covid-19 EO No. 8)**

The Park Board of Commissioners welcomes public comments during Regular, Workshop and Special Meetings. The Board has adopted temporary rules for public comment during executive order.

1. All speakers must submit public comments via email to the designated park official from the time the agenda is made public up until 15minutes prior to the scheduled meeting. The email must include the speakers name and address. Public comments will be read aloud by a member of the Park Board or the Executive Director during the scheduled meeting.
2. Each person (or representative) is limited to one (1) email submission for public comment.
3. All comments from the public will be limited to three (3) minutes per person. The President or presiding officer reserves the right to suspend or limit the length of time.
4. All comments must be civil in nature. Email comments will be rejected if the content is slanderous or threatening.

Section 3. Effective Date. The adoption and implementation of this Resolution is a matter of urgent public concern which requires it to take effect immediately upon its passage and approval.

SO RESOLVED this 31st Day of March, 2020.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Board President

ATTEST:

Board Secretary



Memorandum

To: Park Board of Commissioners
From: Brian Romes, Executive Director
Date: March 31, 2020
Subject: **Emergency Operations Planning and Response to COVID-19**

Summary

Executive Director Romes will provide an overview of the Park District's Emergency Operations Planning and response efforts.



Memorandum

To: Park Board of Commissioners
From: Mari-Lynn Peters, Director of Finance; Brian Romes, Executive Director
Date: March 31, 2020
Subject: **Request for Approval: Resolution 2020-06 Granting Emergency Powers to the Board President and Executive Director During the Governor's Declaration of Emergency**

Summary

Due to temporary social distancing and sheltering in place, as ordered by the Illinois Governor, staff is recommending approval of an emergency suspension of general Park District policy, as needed.

For example, Policy 3.08.1 currently states: "Two signatures are required on all payables checks." This resolution allows for changes to this policy, provided the Executive Director and President of the Board agree. Practicing social distancing and sheltering in place will probably not allow for two signatures to be on each payables check and with granting emergency powers, the change can be implemented temporarily, almost immediately.

Recommendation

Staff recommends approval from the Park Board of Commissioners Resolution 2020-06 Granting Emergency Powers to the Board President and Executive Director During the Governor's Declaration of Emergency.

**PARK DISTRICT OF HIGHLAND PARK
LAKE COUNTY, ILLINOIS**

RESOLUTION No. 2020-06

**A RESOLUTION GRANTING EMERGENCY POWERS TO THE BOARD PRESIDENT AND
EXECUTIVE DIRECTOR DURING THE GOVERNOR'S DECLARATION OF EMERGENCY**

WHEREAS, the Park District of Highland Park is an Illinois unit of local government operating under the Constitution and laws of the State of Illinois; and

WHEREAS, the Board of Park Commissioners desires for this Resolution to delegate emergency powers to the Board President and Executive Director, only during the term of Executive Order No. 2020-10 (Covid-19 EO No. 8), to temporarily waive certain policies and procedures to facilitate the continuity of the administration of the Park District in compliance with limitations prescribed in such Executive Order.

NOW, THEREFORE, BE IT RESOLVED by the Board of Park Commissioners of the Park District of Highland Park, as follows:

Section 1. Recitals; Findings.

A. The Board of Park Commissioners incorporate the foregoing recitals as through fully restated herein and adopt them as an expression of the legislative intent for this Resolution and the authority bestowed upon the Board President and Executive Director hereby.

B. Legislative Findings.

(1) The United States Center for Disease Control and Prevention (CDC), the United States Department of Health and Human Services (HHS), and the World Health Organization (WHO) have each determined that the SARS-CoV-2 virus causes the COVID-19 respiratory disease. The SARS-CoV-2 virus is a new strain of coronavirus not been previously identified in humans and is easily spread from person to person. The COVID-19 disease can result in serious illness and death.

(2) Dozens of confirmed cases of COVID-19 have been identified in the State of Illinois to date, and many of the cases in Illinois are in the greater Chicagoland area. On January 31, 2020, the Secretary of HHS declared a public health emergency for the entire United States of America concerning COVID-19. On March 9, 2020, Governor Pritzker issued a disaster proclamation concerning the spread of COVID-19 in Illinois. On March 11, 2020, WHO declared that the spread of COVID-19 is a

global pandemic. On March 13, 2020, President Trump declared a national emergency concerning the COVID-19 pandemic.

(3) The Illinois Department of Public Health has now confirmed localized community person-to-person transmission of COVID-19 in Illinois, significantly increasing the risk of exposure and infection to Illinois' general public and creating an extreme public health risk in the Village and throughout the State. As has been experienced in other locales in the United States and around the world, the SARS-CoV-2 virus has the potential to infect large numbers of people in a short amount of time, placing extreme burdens on the health care system and the economy.

(4) In order to prevent the spread of COVID-19 in the community, and to protect the residents of the community from disease and death, it is necessary to implement emergency regulations and orders under the authority herein granted to the Board President and Executive Director.

Section 2. Emergency Powers.

A. As used in this section, "state of emergency" means during the duration of Executive Order No. 2020-10 (Covid-19 EO No. 8). During a state of emergency, the Board President and Executive Director may jointly exercise the following emergency powers:

a. **Emergency Regulations:** Make and issue rules and regulations on matters affecting the use of Park District property and facilities reasonably related to the protection of life and property as affected by such state of emergency;

b. **Emergency Services:** Require emergency services of any District officer or employee to the extent such services are characterized as an Essential Government Function or Minimum Basic Operations, as such terms are defined in the Executive Order;

c. **Emergency Policy Waivers.** Grant temporary waives of administrative policies to facilitate the continuity of the administration of the Park District in compliance with limitations prescribed in such Executive Order;

d. **Emergency Staffing and Resource Management:** Requisition and allocate necessary personnel, equipment, or material of any District department or agency;

e. **Emergency Spending:** Approve the payment of all current invoices and wages which: are not inconsistent with the appropriations adopted by the Board of Park Commissioners and applicable

law; or are made necessary for the protection of life and property as affected by such state of emergency;

f. Emergency Succession: Prepare an order of succession in the event of the Board President's or Executive Director's inability to perform such powers;

g. Emergency Administrative Power: Temporarily modify licenses and permits granted by the District to the extent reasonably necessary for the protection of life and property as affected by such state of emergency and in compliance with the Executive Order.

B. None of the emergency powers herein described may be exercised until after both the Board President and Executive Director have signed, under oath, a statement describing with specificity the scope and purpose of the emergency action. Such statement shall be filed with the Board Secretary and Board of Park Commissioners as soon as practicable.

C. The emergency powers exercised by the Board President and Executive Director shall only last until the adjournment of the next regular Park Board meeting unless such actions are ratified and, if necessary, extended by the Board of Park Commissioners. In no event shall the emergency powers last past the term of Executive Order No. 2020-10 (Covid-19 EO No. 8).

Section 3. Effective Date. The adoption and implementation of this Resolution is a matter of urgent public concern which requires it to take effect immediately upon its passage and approval.

SO RESOLVED this 31st Day of March, 2020.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Board President

ATTEST:

Board Secretary

**PARK DISTRICT OF HIGHLAND PARK
BOARD OF PARK COMMISSIONERS
MINUTES OF WORKSHOP MEETING
FEBRUARY 11, 2020**

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 6:04 p.m. by Vice President Ruttenberg.

ROLL CALL

Present: Commissioner Bernstein, Vice President Ruttenberg, Commissioner Flores Weisskopf

Absent: President Kaplan, Commissioner Grossberg

Staff Present: Executive Director Romes; Director Smith, Director Peters; Assistant Director Maliszewski, Director Carr; Director Gogola; Director Dunn; Executive Coordinator Hejnowski

Commissioner Grossberg arrived at 6:06 p.m.

RESOLUTION 2020-03 AUTHORIZING A CONTRACT WITH THE LOWEST COST ELECTRICITY PROVIDER

Director Peters reported that electricity at all Park District facilities is currently brokered via E-Quantum Consulting, LLC, except for the Recreation Center of Highland Park (RCHP). RCHP and the Highland Park Country Club (HPCC) building share the same electricity meter. Prior to 2018, the City of Highland Park brokered electricity via Northern Illinois Municipal Electric Collaborative (NIMEC) and billed the Park District for our share of the electricity usage. In 2018, the electricity bill was transferred to the Park District, and we assumed the remainder of the agreement with NIMEC which is expiring February 29, 2020.

Director Peters shared that NIMEC is the largest governmental Collaborative in Northern Illinois which aggregates the energy needs of 170 government members allowing them to secure more competitive pricing. Although the Park District has only been working directly with NIMEC since 2018, the City has been working with them since 2010 and has had a positive relationship. Additionally, Ancel Glink has indicated that several of their clients are members of NIMEC and have also been pleased with the results of their brokering. Staff recommends NIMEC continue to serve as the Park District's broker relative to the acquisition of electricity for RCHP due to their extensive experience and ability to leverage competitive pricing.

Director Peters stated that bidding electric for the consortium takes place over a few hours. Therefore, approval to participate in the NIMEC consortium must take place prior to knowing the awarded supplier and associated rates. The amount of compensation that NIMEC receives is included in the electricity prices from the supplier (roughly 3% of electric supply), so there

will be no direct payment made to NIMEC by the Park District. Since all other Park District facility electric brokerage agreements will expire December 31, 2021, staff recommend entering into an agreement with NIMEC for RCHP with the same expiration date, allowing all facility electric brokerage agreements to be aligned. Staff will recommend approval from the Park Board of Commissioners of Resolution 2020-03 at the February 25 Regular Board Meeting to allow the purchase of electricity for the Recreation Center of Highland Park from Northern Illinois Municipal Electric Collaborative.

Vice President Ruttenberg asked if the solar energy will be for the Recreation Center of Highland Park only at this time. Director Peters answered yes. Commissioner Bernstein asked if the Recreation Center of Highland Park is metered separately from the Clubhouse and Director Peters said it was not. She further explained that the District has been paying each bill in full and asking the City for 20% reimbursement for those bills and the end of the year.

REVIEW OF VOUCHERS

Director Peters presented the vouchers for checks written January 23, 2020, through February 3, 2020, for an amount totaling \$543,373.77. There were no questions from the Board. Vice President Ruttenberg reviewed the vouchers and had no further questions.

ADDITIONS TO THE AGENDA – None

ROSEWOOD BEACH UPDATE

Director Smith reported that at the January 14 Workshop meeting, Margaret Boshek discussed long term solutions for erosion control at Rosewood Beach, focusing on three options. Staff has continued exploring those options and the best approach to take for each cove. Director Smith presented the three options and stated that the cost of the work had not been finalized.

1. Underwater Weir which is a submerged sheet pile placed in between the current breakwaters. This option works as an effective barrier reducing wave energy entering the cove and prevents sand from washing out.
2. Reduced Gap Width is an extension of stone placed along the current breakwaters to minimize the opening, which allows waves into the cove. This is an effective option that would break up wave energy and retain sand. Construction requires installation by a barge. Commissioner Grossberg asked if the price of this option is higher due to the use of a barge. Director Smith said yes and for the cost of the material.
3. Revetment protects the infrastructure, but it does not retain the current sand or prevent erosion of sand on the beach. This is a different approach, strictly to maintain infrastructure.

Director Smith stated that Staff recommends the Interpretive Cove will need an additional stone revetment in front of the Interpretive Center building and a sheet pile revetment along the parking lot to protect the building and parking lot. The estimated cost for this work is \$342,000. If approved, construction could begin this Fall. Commissioner Grossberg asked how the sand was performing/functioning as a result of the nourishment. Director Smith stated that this sand is much denser, is flattening out as expected and there are no longer significant drop-offs.

Commissioner Bernstein asked how the sheet pile revetment will work. Director Smith said that the revetment would be sized and driven into the ground deep enough to withstand the waves. Commissioner Bernstein asked if the sheet pile revetment would protect the parking lot. Director Smith stated yes, there still will be overtopping from high waves, but the sheet pile revetment will protect the foundation. Commissioner Bernstein asked Director Smith to explain the benefit of the additional rock versus what is already at the beach in front of the Interpretive Center. Director Smith shared that the rock revetment will be covered by sand and at a slight slope versus a steel revetment which will result in a steep drop off from the boardwalk.

Director Smith stated that Staff favors the reduced gap width for the Swimming Cove since this option would retain sand. Commissioner Bernstein asked if a stone revetment would be a better option. Director Smith shared that a revetment would protect the guardhouse, restrooms, and concessions; but would do nothing to protect the sand in the cove. Commissioner Bernstein asked if the boardwalk would need protection. Director Smith said if needed, the boards could be replaced as necessary. Commissioner Bernstein asked if there was any danger to the bluff. Director Smith shared that Ms. Boshek feels there is no danger to the bluff as a result of the high lake levels, and that the vegetation is protecting it.

Director Smith reported that the Recreation Cove was not included with the sand nourishment project this past Fall. The underwater weir and reduced gap width are not recommended. Director Smith explained that rocks and geotextile fabric are visible in this cove and the footing of the shade structure covering the playground structures is exposed. Staff is working with SmithGroup for alternative options and the current options include sand replenishment, or to closing the cove for the summer. Another replenishment is estimated at a minimum of \$150,000.

Commissioner Bernstein asked if the lake levels recede, what would the consequences be for this cove. Director Smith stated the most appropriate solution would still be to nourish this cove with additional sand. Commissioner Bernstein asked if the existing sand were moved around would a replenishment still be required. Director Smith said due to the significant loss of sand and the amount of exposed rock a sand nourishment would be needed and that the District has a permit allowing replenishment for 10 years.

Vice President Ruttenberg asked if the plan is to replenish this spring. Executive Director Romes stated that nothing has been approved by the Board, but if so, a decision would have to be made soon. Commissioner Bernstein asked what type of sand would be used. Director Smith stated that it would most likely be a combination of birdseye and torpedo sand. Executive Director Romes said that Staff would like a consensus from the Board to allow SmithGroup to prepare a proposal for design documents.

Vice President Ruttenberg asked if there was a consensus from the Park Board for the Interpretive Cove solution. The Park Board agreed with Staff's recommendation for a back of beach revetment. Vice President Ruttenberg asked if the work in the Interpretive Cove could be completed this Fall. Director Smith said that is the goal. Commissioner Bernstein asked if funds were available for this work. Director Smith reported that there is some money budgeted but depending on the final costs the budget may need to be amended.

Director Smith stated that the Recreational Cove will either need to be replenished with additional sand before the summer season or will need to be closed off. The shade structure and a portion of the playground will also need to be removed. Commissioner Bernstein shared that the issues the District is experiencing are being shared by many towns along the lakeshore of Chicago. Vice President Ruttenberg asked if there was any risk to the access from the stairway to the upper lot parking lot. Executive Director Romes stated that SmithGroup does not feel that this area is currently at risk. Vice President Ruttenberg asked if the cove is closed off will patrons still be able to access the stairway to the upper parking lot. Director Smith stated that the fencing would not block off the access point to the stairway. Director Smith stated that if the Park Board would like to keep this cove open and operating that a sand replenishment would need to be completed before the summer, and approval from the Board would be necessary as soon as possible. Commissioner Bernstein asked if there was money budgeted to replenish the sand. Executive Director Romes stated that there are funds available for sand replenishment.

Director Smith stated that Staff favors the reduced gap width option for the Swimming Cove since staff feels the buildings are not at high risk and this option would help maintain sand from washing out of the cove. Commissioner Grossberg asked if a breakwater could be placed outside of the current gap to help reduce wave energy. Executive Director Romes shared that Staff explored this option, but since the breakwater would be placed outside of District property, permitting will be extremely difficult and costly, therefore it is not recommended. Vice President Ruttenberg and Commissioner Bernstein feel it's necessary to protect the District's investments and prefer the District consider a revetment for the Swimming Cove.

Director Smith stated that Staff will ask for a proposal from SmithGroup for the back of beach revetment for the Interpretive Cove and the Swimming Cove, and for sand nourishment for the Recreational Cove. Director Smith will share the proposals at the February 25 Regular Board Meeting.

SOLAR PANEL PROJECT UPDATE

Director Smith shared that over the past several months staff has investigated the feasibility of installing solar panels at Park District facilities. Several facilities were explored, taking into consideration roof condition, building orientation and energy usage. Deer Creek Racquet Club was determined to be the most ideal facility, in part because the roof is scheduled to be replaced later this year.

Director Smith reported that staff researched both leasing and purchasing the solar panels. As part of this process, meetings were held with Alternative Utility Service and Eco-Solar regarding lease options. Staff also worked with Windfree Solar to explore purchase options. In addition, grant funding opportunities were explored, and staff reached out to the Park District of Oak Park to discuss their successful solar projects.

Director Smith stated that after careful consideration, Staff has determined that the lease option is the most ideal option for the Park District at this time. Staff recommends working with Eco-Solar, an independent solar design and build company. Eco-Solar represents Realgy, a third-party energy marketer that delivers electricity. Eco-Solar has conducted an initial site assessment of Deer Creek Racquet Club. In order to move forward with the process, the Park District must provide a non-binding Letter of Intent. Once this is received, further assessment will be conducted to determine if Realgy chooses to proceed with this project. If so, the Park District would then be asked to enter into a lease agreement with Realgy.

Director Smith stated that staff recommends consensus from the Park Board of Commissioners that the Park Board to provide Realgy a Letter of Intent to further investigate installing solar panels at Deer Creek Racquet Club through a lease agreement with Realgy.

Commissioner Flores Weisskopf stated that it was a good idea to start with one facility and see how things work out. Commissioner Grossberg asked Commissioner Bernstein if he felt satisfied with this decision and Commissioner Bernstein stated he was and agreed that the lease option was the best for the Park District at this time. Vice President Ruttenberg shared that he felt this was the direction the District should follow, as it is in congruence with the District's mission statement and a sustainable way to save money.

RECREATION CENTER OF HIGHLAND PARK LOCKER ROOM PROJECT

Director Car shared that the Recreation Center of Highland Park (RCHP) locker rooms are scheduled for enhancements as part of the 2020 Capital Budget. Many elements and amenities within the current locker room areas are outdated and have met their useful life. Locker room enhancement priorities include the replacement of flooring, lockers, lighting, HVAC, shower tile and shower fixtures as well as the addition of sinks and vanities near the shower areas. Additional amenities have also been identified by a recent RCHP member survey, in which a hot sauna, bath towel service, and additional private/family changing space were identified as newly desired amenities.

Director Carr shared that Staff has been working with architects from Woodhouse Tinucci Architects (WTA) on a conceptual design that would accommodate the replacement components previously listed, as well as the additional desired amenities. Staff presented the process that was used to develop the recommended conceptual design and that it has been reviewed with Park Board Liaisons Vice President Ruttenberg and President Kaplan.

Director Carr explained that Locker Room enhancements were budgeted in the Capital Plan at \$175,000. This budget amount was identified to simply replace carpet, lockers, and fixtures. After engaging with RCHP members, staff is recommending a more comprehensive update to the locker rooms. These updated project details were presented to the Finance Committee on February 4 and include a budget increase by \$375,000. Increasing this project budget in the capital plan will have a small impact on the overall Capital Budget while addressing many member concerns and needs.

Director Carr stated that staff requests consensus from the Park Board to move forward with the recommended conceptual design and will recommend approval from the Park Board of Commissioners at the February 25 Regular Meeting a contract with WTA to develop design and construction documents for the Recreation Center of Highland Park Locker Room Enhancements.

Director Grossberg asked if there would be access from the other side of the locker rooms. Director Carr stated that there will be another doorway from the Country Club side, and it will remain locked. Director Carr further explained that once the Senior Center services transition into the Highland Park Country Club building this will be addressed. Commissioner Grossberg wanted to know if patrons using Community Park could use these restrooms. Director Carr stated no, and Director Smith shared that there will be a restroom available in Community Park. Director Flores Weisskopf stated that she liked the new towel vending machines and asked how patrons will be paying for their towels. Director Carr said that this could be an add-on service incorporated into their membership. Commissioner Flores Weisskopf added that the sauna will be a nice addition to the locker rooms.

CENTENNIAL ICE ARENA COMPRESSOR PROJECT

Assistant Director Maliszewski reported that the compressors at Centennial Ice Arena (CIA) have been in operation for 47 years. Due to the age of the system, along with the phase-out of R-22 (refrigerant) and the United States' commitment to the Montreal Protocol, a new system is needed. The useful life of a compressor system varies, but between 30-50 years can be expected.

The CIA Compressor Replacement Project includes engineering design, removal of the current compressor, installation of a new compressor, and upgrading the system controllers.

Assistant Director Maliszewski stated that the Park District contracted I.B Storey for the engineering and design work. I.B Storey has an extensive background in the ice plant engineering and design field and is a recommended firm through the NHL. I.B. Storey has recommended a two-stage mag bearing Trane compressor system using Opteon XP10. The

benefits of this two-stage system include a minimal footprint which eliminates the need for additional construction, an industry-leading warranty of 10 years for parts and labor, the capacity to add a second sheet of ice in the future, and superior efficiency when compared to other models that are one-stage systems.

Assistant Director Maliszewski shared that the replacement of the current system is budgeted in the 2020 Park District Capital Plan in the amount of \$1,500,000. Design and Engineering services costs for I.B. Storey are \$84,000. Initial cost estimates for the removal of the current system, installation of the new system and upgraded system controllers are \$850,000-\$1,000,000. Therefore, staff anticipates this project to be completed below the approved budget.

Commissioner Grossberg and Vice President Ruttenberg asked if the larger, two-stage system, would provide energy savings. Assistant Maliszewski said yes.

OPEN TO THE PUBLIC TO ADDRESS THE BOARD

The following were comments from the public.

David Sogin, 1092 Wade, Highland Park

Mr. Sogin agreed with the information presented at this meeting regarding Rosewood Beach. He stated that Margaret Boshek has done a good job but encouraged the District to seek another opinion on Rosewood.

Leslie Berish, 111 Vine Avenue, Highland Park

It is her opinion the criteria used when creating Park Avenue Budget does not follow the same criteria for other parks or facilities that have similar usage rates as identified in the District's Attitude and Interest Survey.

Steve Knapp, 700 College Place, Highland Park

Mr. Knapp said he agreed with Ms. Berish. He has concerns about the emergency status of the south parking lot at Park Avenue. He stated that the longer it takes to repair the large hole the more money it will cost.

Peter Mordini, 1853 Sheahen Court, Highland Park

Mr. Mordini expressed his gratitude for the proactive measures being taken at Rosewood. He asked if Margaret Boshek had looked at the cove at the beach at Ft. Sheridan. He asked if the Park District was eligible for the Lake County emergency erosion funds.

Commissioner Flores Weisskopf asked Director Smith what the status of the grant funding was. Executive Director Romes stated that the District is in communication with legislators and submitted an application for emergency repairs at Park Avenue for the parking lot.

Noelle Bond, Oak Street, Highland Park

Ms. Bond stated that the numbers of boats using the boat launch does not reflect the actual number of users.

Laura Knapp, 700 College Place, Highland Park

Ms. Knapp expressed her opinion that the Park District does not place a priority on existing facilities and their maintenance, and places too much importance in developing new facilities. She is concerned that money is being taken from Park Avenue and put toward other projects.

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 8:04 p.m.

Respectfully submitted,

Brian Romes, Secretary

**PARK DISTRICT OF HIGHLAND PARK
BOARD OF PARK COMMISSIONERS
MINUTES OF REGULAR MEETING
FEBRUARY 25, 2020**

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

The meeting was called to order at 6:00 p.m. by President Kaplan

Roll Call:

Present: Commissioner Bernstein, Commissioner Grossberg, Vice President Rутtenberg, Commissioner Flores Weisskopf, President Kaplan

Absent: None

Staff Present: Executive Director Romes; Director Smith; Director Voss; Director Peters; Assistant Director Maliszewski; Assistant Director Henriques; Executive Coordinator Hejnowski; Director Carr, Director Gogola

ADDITIONS TO THE AGENDA – None

PUBLIC COMMENT FOR ITEMS ON THE AGENDA - None

CONSENT AGENDA

Minutes from January 14, 2020 Special Meeting; Minutes from January 14, 2020 Workshop Meeting; Minutes from January 28, 2020 Board Meeting; Minutes from January 28, 2020 Special Meeting; Approval of Ordinance 2020-03 – RCHP Property To Be Named The Preserve of Highland Park; Approval of 2019 Review and Amendment to GreenPrint 2024; Approval of Resolution 2020-03 Authorizing a Contract with the Lowest Cost Electricity Provider; Approval of Third Rider Agreement with Highland Park Bank & Trust, A Branch of Lake Forest Bank & Trust Company, N.A.; Approval of Davis Bancorp Armored Car Services Agreement; Approval of Seed Installation Monitoring and Management for FY 2020 Monitoring and Management; Approval of Agreement with Woodhouse Tinucci Architects for Recreation Center of Highland Park Locker Room Renovations; Approval of Golf Course and Learning Center Maintenance Equipment Purchase; Approval of Resolution 2020-04 – To Grant Non-Exclusive Utility Easement and Covenants; Bills and Payroll in the amount of \$1,609,922.95.

President Kaplan requested that Item E Approval of Ordinance 2020-03 – RCHP Property To Be Named The Preserve of Highland Park be removed from the Consent Agenda and be discussed at the March 10 Workshop Meeting. President Kaplan also requested that Item M Approval of

Resolution 2020-04 – To Grant Non-Exclusivity Utility Easement and Covenants be removed from the Consent Agenda and be voted on separately.

Motion was made by Vice President Ruttenberg seconded by Commissioner Bernstein to approve items A-D, F-L and Item N from the Consent Agenda.

Roll Call:

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

Motion Carried

Commissioner Bernstein recused himself and left the meeting at 6:02 p.m.

Motion was made by Vice President Ruttenberg and seconded by Commissioner Grossberg to approve item M Approval of Resolution 2020-04 – To Grant Non-Exclusivity Utility Easement and Covenants.

Roll Call:

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

Motion Carried

Commissioner Bernstein returned to the meeting at 6:03 p.m.

UNFINISHED BUSINESS

Director Smith reported that Staff continues to work with SmithGroup to address erosion at Rosewood Beach due to near-record high lake levels and increased storm activity in Lake Michigan and discussed options for each cove. After evaluating the underwater weir, reduced gap, the back of beach revetment, and sand nourishment options at each cove, the Park Board expressed the following:

Interpretive Cove: The Park Board favored the construction of a back of beach revetment to protect the Interpretive Center and a stone sheetpile wall along the backside to protect the parking lot. The Park Board requested that staff obtain a proposal from SmithGroup to prepare construction documents with the possibility of construction occurring in the Fall of 2020.

Swimming Cove: The Park Board decided against the underwater weir and reduced gap options and requested more information on the back of beach revetment. The Board requested that staff obtain a proposal from SmithGroup to prepare construction documents for the back of beach revetment.

Recreation Cove: The Park Board did not provide consensus on the underwater weir, reduced gap, or the back of beach revetment. Additional information was requested on sand nourishment with an understanding that the alternative would be closing this cove and removing the playground shade structure.

The Park District has \$550,000 budgeted for Rosewood Beach Protections in the 2020 Capital Budget and \$600,000 allocated in the 2021 Capital Plan.

Director Smith stated the proposed costs for the Interpretive Cove construction documents are \$25,500. The estimated construction would cost \$430,900 for a total of \$456,400. President Kaplan wanted to know the distance of the gap, from the back of beach revetment protecting the Interpretive Center to the sheetpile protecting the parking lot. Director Smith stated that the distance is about 10 feet. Commissioner Bernstein asked why the cost of the work had increased. Director Smith stated that the initial quote did not include mobilization, contingencies, and some other factors.

Director Smith stated the proposed costs for the Swimming Cove construction documents are \$13,200. The estimated construction is \$356,400 for a total of \$369,600. This cost has decreased as the original proposal called for 245 feet of revetment and the new quote calls for 173 feet of revetment. Commissioner Bernstein stated that the wave energy typically comes from the Northeast so the boardwalk in this cove should not be impacted. Director Smith stated that if the District were to move forward with the recommended construction documents for the Interpretive and Swimming Coves, allowing for construction to commence in the Fall, there would be a savings of \$60,000 versus working on stand-alone projects.

Director Smith stated that Smith Group provided two solutions for the Recreation Cove, the first option, which is recommended, is sand nourishment with additional stones placed along the South breakwater creating a cobble barrier. The alternative, which is only a temporary solution, is to replenish sand in the cove. The proposed costs for the Recreation Cove documents for the recommended solution are \$11,200. The estimated construction cost is \$293,000, for a total of \$305,000. The cost of the construction documents for the alternative solution would be \$7,000. Construction would cost \$243,000 and the total is estimated at \$250,000. If work is not completed in this cove, the cove will be fenced off and closed for the summer season. The cost to

erect the fence would be \$13,000. Commissioner Flores Weisskopf asked if the beach could still be accessed from the upper parking lot. Director Smith said yes it could.

Commissioner Bernstein asked about the status of grants to help cover the District's costs. Director Smith shared that the District applied for hazard mitigation funding with the Federal Emergency Management Agency (FEMA). A pre-application was submitted, and the District will be notified in March to see if a full application can be submitted with FEMA. Director Smith said that work could begin prior to funding, and possible reimbursement could be as much as 75% of the cost, but it is unclear which portions of the damages will be reimbursed if any.

Commissioner Grossberg shared his concerns about the sand passing through the breakwaters in the Recreation Cove. Director Smith said that SmithGroup feels that this leaking has been occurring for a few years.

Director Smith stated that Staff needs approval from the Board to move forward with the construction documents. Commissioner Bernstein asked if the cost of the documents would change if the Board decided to wait a year. Director Smith stated that the construction document costs would not change, but the costs of the actual construction would.

Commissioner Grossberg expressed his concerns about committing to any work begin completed this year in the Recreation Cove. Commissioner Bernstein reminded the Board that cities along the shoreline have been dealing with erosion issues, many of them more serious than the District's.

A motion was made by Commissioner Bernstein and seconded by Vice President Ruttenberg to authorize Executive Director Romes to enter into an agreement with SmithGroup for the scope of work including: Task 1a: Interpretive Cove Documents for a fixed fee lump sum of \$25,500 plus reimbursable cash expenses; Task 2a: Swimming Cove Construction Documents for a fixed fee lump sum of \$13,200 plus reimbursable cash expenses; Task 3a: Recreation Cove Construction Documents for a fixed fee lump sum of \$11,200 plus reimbursable cash expenses.

Roll Call:

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

Motion Carried

TREASURER'S REPORT

Director Peters reported the total disbursement for February is 1.6 million. Director Peters presented the vouchers for checks written January 23, 2020 through February 19, 2020 for an amount totaling \$1,609,922.95. There were no questions from the Board. Vice President Ruttenberg reviewed the vouchers and had no further questions.

NEW BUSINESS

A. Parks Foundation Update

Commissioner Grossberg reported the Parks Foundation is looking for three to four more new members. There is a need for someone to step in an Assistant Treasurer. Upcoming events include: The Champions Banquet which will be held April 30. Chris Chelios is slated as the guest speaker. Commissioner Grossberg stated that the Foundation is looking for attendees, sponsors and raffle donations. There was some discussion about the nomination of coaches for awards. Assistant Director Maliszewski explained that the nature of the event is not specific to one sport.

Commissioner Grossberg shared that the Shrimp Boil will be held at Bluegrass on Sunday, April 5 from Noon to 3:00 p.m. All proceeds will benefit the Parks Foundation. Attendance will need to reach 70 people for a full house.

B. Director's Report

Executive Director Romes reported the District is 29% above the record high for camp enrollments at this time. Nature Playdate on Saturday, March 7 from 10 – 11:30 a.m. at Old Elm Park is a free event for all ages. Children will play games, build a shelter and learn a thing or two about nature. Pie Day is Saturday, March 14 from 2 – 3:30 p.m. at the Heller Nature Center. Come try your hand at making a pudgy pie for Pie Day and see why pie over a fire is so much sweeter. This is an all-ages event. The fee is \$10 per person. Maple Syrup Harvest is Sunday, March 15 from 10 - 11:00 a.m. at the Heller Nature Center. Discover the sweet sugar from maple trees. Listen to a folklore of how maple sap was discovered. Take a short hike to learn about how we know when our trees are ready, how to tap a tree and the process of making the sweet syrup. Taste Heller's very own maple syrup on pancakes. Additional pancakes available for purchase, cash only. The fee is \$12 per person, ages 6 – adult.

Executive Director Romes shared that Sunset Valley's 1390 Restaurant and Bar is hosting the first of a series of "Wisconsin Style" Fish Fry's this Friday, February 28 from 4:30 - 8:30 pm. Fish Fry includes all-you-can-eat fish, vegetable, potato, dessert, soft drink, and coffee. Fee for adults is \$17.50, \$10.50 for children (4-12 years) and free for children age three and under.

Executive Director Romes reported that there are also a variety of Spring Break Programs being offered to the community that can be found on the Park District website and in the Spring Brochure.

C. Board Comments – None

OPEN TO THE PUBLIC TO ADDRESS BOARD

Peter Mordini, 1853 Sheahen Court, Highland Park

Mr. Mordini asked the Park Board the status of emergency funds for Park Avenue. Executive Director Romes stated that a request was submitted to IEMA/FEMA for work on the south pad parking lot. Director Smith explained that this type of relief is different from a typical grant program and would only cover damages related to the January 11, 2020, storm if awarded.

CLOSED SESSION

Motion was made by Vice President Ruttenberg, seconded by Commissioner Bernstein to adjourn into Closed Session for discussion of Section 2(c)21 – the discussion of minutes or for conducting the semi-annual review of 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.

Roll Call:

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

Motion Carried

The meeting adjourned into Closed Session at 7:20 p.m.

The meeting reconvened into Open Session at 7:25 p.m.

ACTION FROM CLOSED SESSION IF ANY

President Kaplan reported that the Board met in Closed Session under of Section 2(c)21 – the discussion of minutes or for conducting the semi-annual review of 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.

A. Consideration of Approval of release of certain Closed Session minutes

Motion was made by Commissioner Bernstein and seconded by Commissioner Vice President Ruttenberg that all closed session minutes reviewed in Closed Session, continue to be left as confidential until further review.

Roll Call:

Aye: Commissioner Bernstein, Commissioner Grossberg, Commissioner Flores Weisskopf, Vice President Ruttenberg, President Kaplan

Nay: None

Absent: None

Abstain: None

Motion Carried

ADJOURNMENT

A motion was made by Vice President Ruttenberg and seconded by Commissioner Bernstein and approved by a unanimous vote. The Board Meeting adjourned at 7:28 p.m.

Respectfully submitted,

Brian Romes, Secretary



Memorandum

To: Board of Park Commissioners

From: Mitch Carr, Director of Recreation and Facilities; Brian Romes, Executive Director

Date: March 31, 2020

Subject: **Affiliate and Sponsored Groups**

Summary

Current and proposed affiliate and sponsored groups attended the March 10, 2020 Workshop Meeting. Each group provided a short presentation to the Park Board of Commissioners regarding their organization's history, impact in the community and request from the Park District in support of providing services to the community.

In accordance with Park District Policy 6.05.04 regarding sponsored and affiliate groups, the proposed agreements are attached from the Highland Park Players, Highland Park Strings, Highland Park Pops, American Youth Soccer Organization (AYSO) and Uptown Music Theater.

Recommendation

Staff recommend the Park Board of Commissioners authorize the Executive Director to enter into an agreement with the Highland Park Strings and Highland Park Players as sponsored groups and Highland Park Pops, American Youth Soccer Organization and Uptown Music Theater for the 2020 calendar year.



Sponsored Organization Agreement with the Highland Park Strings

Memorandum of Understanding

PURPOSE

The Park District of Highland Park (hereafter “Park District”) recognizes that certain Sponsored Organizations exist within the community whose purposes are to serve and enhance recreational opportunities for a specific purpose and group. These Sponsored Organizations are separate and independent from the Park District and provide for their own leadership, Sponsored Organizational and operational structure. Although the stated missions of the Sponsored Organizations may differ, public investment in public recreational facilities and programs creates a mutually beneficial environment in which to provide quality recreation for all the individuals served by the parties, as well as the general public.

The Park District recognizes that at times it is in the best interest of the community that the Park District work with outside Sponsored Organizations in coordinating, integrating and consolidating the planning and provision of recreational facilities and programs when basic functions are compatible and a public benefit may be derived. Through working relationships with outside Sponsored Organizations and joint efforts, each party can contribute to greater public service without relinquishing their separate identities or any of their individual responsibilities.

To this end, the Park District is willing to establish a working relationship and cooperative agreement with the Highland Park Strings (hereafter “Strings” or “Sponsored Organization”). With this agreement, the parties will define the working relationship, mutual expectations, and individual responsibilities. However, this agreement cannot be considered absolute; but shall serve as a frame of reference. Standards outlined herein insure that the parties’ concept of joint planning, use, and maintenance is followed to the maximum extent possible, while retaining the essential freedom of discretion, decision and action in planning, developing and maintaining recreational programs.

I. Criteria and Conditions

- 1.** Sponsored Organization must have a constitution and/or bylaws which shall be submitted for review and approval by the District.
- 2.** The Sponsored Organization shall formulate a roster of staff, volunteer officers and/or board members, and designate a liaison and alternate liaison with the Park District. Telephone numbers and other contact information must be provided to the Park District on an annual basis.
- 3.** At least 90% of the members/participants and/or activities of the Sponsored Organization must reside and/or serve residents of the Park District. A roster of members, participants, and/or list of program, events or activities must be provided to the Park District on an annual basis. Names and addresses must be included.
- 4.** Activities, programs, and events conducted by the sponsored Community Group must:

- a. Be in accordance with the District's philosophy of recreation and be open for participation by any resident of the District.
 - b. Not, other than to adhere to specific membership guidelines, program requirements, or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, sexual orientation, disability, or any other characteristic protected by local, state, or federal law.
- 5.** Sponsored Organization must provide an annual detailed budget to the Park District showing all anticipated revenue and expenditures by August 31 for the following fiscal year. Program planning and budgeting shall be done by the club in conjunction with the administrative staff of the District, and completed by August 31.
- a. Year-end balances of funds should not exceed the amount of finances needed for start-up services for the next program year. When excess funds are available in the Sponsored Organization's treasury, the District will identify special projects in which such funds may be donated to the District for program and/or facility improvements.
 - b. The Sponsored Organization acknowledges and agrees that the group is responsible for any and all expenses, including, but not limited to, the provision of equipment and materials related to the Sponsored Organization activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.
 - c. Any work done by the Parks Department of the District on behalf of any sponsored Organization will be restricted to District limits unless authorized. If the Sponsored Organization's need for maintenance standards are higher than District standards, that Sponsored Organization shall provide the additional maintenance to meet its own standard provided that approval is granted by the Executive Director for this voluntary maintenance work.
 - d. Costs for maintenance of equipment and/or facilities will be charged to the Sponsored Organization
 - e. The Park District will provide an annual stipend of \$15,000 to the Highland Park Strings.
- 6.** If a fee for participation or membership is required to join the Sponsored Organization or attend an event, program or recreational function conducted by the Sponsored Organization, those fees may be deposited in a separate account under that Sponsored Organization's name. All revenues must be reported to the District. All fees shall be deposited in the Sponsored Organization's account in accordance with accepted District standards.
- 7.** The District shall provide the following staff or administrative services to accommodate the activities of the sponsored Organizations commensurate with existing programs offered by the District.
- a. The Park District will collect registration/ticket sales for the annual benefit concert. At the conclusion of the concert all revenues will be distributed back to the Highland Park Strings.
- 8.** All public mailings and publicity by the Sponsored Organizations must meet with District standards and must state their affiliation with or sponsorship by the Park District of Highland Park.
- 9.** The Sponsored Organization or members of the Sponsored Organization will not advertise or solicit participants using the name or logo of the Park District without prior written permission of the Park District.
- 10.** The Sponsored Organization shall not to represent itself or members of the Sponsored Organization as employees, volunteers, or agents of the Park District.

11. Fund-raising for the purpose of supporting an activity must be authorized by the Board. The manner in which fund-raising is to be conducted, the purposes for which the funds are collected and a budget for these funds must be submitted to the District for approval in advance of any fund-raising project. Proceeds from fund-raising may be placed in the sponsored Organization's separate account.
12. The Sponsored Organization agrees and understands that neither the Sponsored Organization nor its officials, officers, members, employees or volunteers (collectively "Sponsored Organization") are entitled to any benefits or protections afforded employees or volunteers of the Park District and are not bound by any obligations as employees of the Park District. The Sponsored Organization will not be covered under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District and that any injury or property damage arising out of any Sponsored Organization activity will be the Sponsored Organization's sole responsibility and not the Park District's. Also, it is understood that the Sponsored Organization is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and therefore, the Sponsored Organization will be solely responsible for its own actions. The Park District will in no way defend the Sponsored Organization in matters of liability.
13. Sponsored Organization shall fully cooperate with any investigation conducted by or on behalf of the Park District and/or the Park District Risk Management Agency "PDRMA". Failure to fully cooperate with any such investigation shall constitute a breach of agreement and in the sole discretion of the Park District, may result in revocation or suspension of any Group privileges under this Agreement
14. Sponsored Organization agrees to conduct criminal background checks for all employees and volunteers eighteen years of age or older and who directly supervise individuals under the age of eighteen (18) years or age. The Sponsored Organization is solely responsible for determining whether any conviction disqualifies any employee/volunteer.
15. Sponsored Organization agrees to cross-reference all staff, employees and volunteers with the federal and state of Illinois Child Offender Databases.
16. Sponsored Organization understands and agrees that it solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any Sponsored Organization position and/or activity and that the Park District is not responsible for any hiring or retention decision.
17. Sponsored Organization shall comply with all applicable local, state, and federal laws, including, but not limited to the Illinois Human Rights Act, the American with Disabilities Act, and the Civil Rights Act of 1964. The Sponsored Organization shall base employment, volunteer, and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, sexual orientation, sex (except as an appropriate division for athletics programming), national origin, age (except as an appropriate division of programming levels for youth athletics programming), marital status, or any other protected characteristic as established by law.

II. Facility Use

1. Sponsored Organization may request the use of a Park District facility. The request will be considered under the following terms:
 - a. Requests shall be made at least 3 months in advance.
 - b. Park District Programs take precedence.
 - c. Facility hours of operations shall be enforced.

- d. If approved, the Sponsored Organization will receive a discount rate of 50% of the regular resident rental rate.
2. It is the sole responsibility of the Sponsored Organization to determine whether any facility, field, or location is safe, suitable, and/or appropriate for any intended use.
3. The Sponsored Organization shall inspect each facility, field, or other location prior to and subsequent to each use and shall promptly report any unsafe condition (holes in sports fields, broken equipment, etc.) to the Park District.
4. The Sponsored Organization is solely responsible for providing supervision and security services, as needed, for any and all Sponsored Organization activities.
5. The Sponsored Organization is solely responsible for the cost of repairs to facility or equipment damaged as a result of its usage.
6. The Park District does not assume any responsibility, care, custody, or control of any Sponsored Organization property or equipment brought upon or stored upon Park District property. The Sponsored Organization is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Park District property.
7. The Sponsored Organization shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures.
8. The use of Park District meeting rooms is based on availability and Park District scheduling concerns. The Park District retains the right to move, cancel or reschedule meetings based upon Park District needs.

III. Insurance and Indemnification

The Sponsored Organization shall procure and maintain for the duration of this agreement, the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with any of Sponsored Organization activities:

1. Commercial General and Umbrella Liability Insurance

Sponsored Organization shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and shall not be endorsed to exclude claims arising from athletic participation.

If the Sponsored Organization intends on distributing, selling, serving or furnishing alcoholic beverages, liquor liability coverage (including Dram Shop coverage) shall also be provided with a limit of not less than \$1,000,000 per occurrence.

The Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the Sponsored Organization insurance and shall not contribute with it.

The CGL policy must include individuals for athletic participation.

2. Business Auto and Umbrella Liability Insurance

If applicable, the Sponsored Organization shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

3. Workers Compensation Insurance

If applicable, the Sponsored Organization shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

4. Other

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this agreement, the Sponsored Organization waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Sponsored Organization use of any Park District property or facility.

5. General Insurance Provisions

a. Evidence of Insurance

Prior to exercising any rights under this Agreement, the Sponsored Organization shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

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

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

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

Failure to maintain the required insurance may result in termination of this agreement at Park District's option.

The Sponsored Organization shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

b. Acceptability of Insurers

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

c. Cross-Liability Coverage

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

d. Deductibles and Self-Insured Retentions

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

6. Indemnification

The Sponsored Organization shall 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 legal fees (reasonable attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the conduct or management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this agreement; (ii) any act, omission wrongful act or negligence of the Sponsored Organization or any of the Sponsored Organization partners, directors, officials, officers, agents, employees, members, volunteers, participants, invitees, licensees, contractors, or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or upon any Park District property or facility, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The Sponsored Organization shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the Sponsored Organization

breach of any of its obligations under, or the Sponsored Organization default of, any provision of this agreement.

IV. No Third Party Beneficiary

This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

V. Termination and Duration

1. The initial term of this Agreement shall commence on the date hereof and end on November 1, 2020. Thereafter, this Agreement shall be deemed automatically renewed for successive one year periods unless either party shall advise the other party in writing of its intention not to renew the Agreement at least 30 days prior to the annual renewal date of its intention not to renew the agreement, or unless the Parties otherwise mutually agree to terminate the Agreement.
2. The Park District retains the right to alter the terms and conditions of this agreement or to terminate this agreement at any time and for any reason, including, but not limited to misconduct of the Sponsored Organization or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of Park District residents, or because the Sponsored Organization has breached any of its obligations under this Agreement.
3. The Sponsored Organization may terminate this agreement by providing a minimum of 30 days written notice.
4. The Sponsored Organization will have financial responsibility to the Park District for any outstanding fees and/or money owed to the Park District and shall promptly reimburse the Park District. Any money owed to the Sponsored Organization by the Park District shall be promptly reimbursed.
5. The Agreement may be amended by the written approval of both Parties.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

Authorized Officer - Highland Park Strings

Director of Recreation and Facilities

Date

Date

Highland Park Strings

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



Sponsored Organization Agreement with the Highland Park Players

Memorandum of Understanding

PURPOSE

The Park District of Highland Park (hereafter “Park District”) recognizes that certain Sponsored Organizations exist within the community whose purposes are to serve and enhance recreational opportunities for a specific purpose and group. These Sponsored Organizations are separate and independent from the Park District and provide for their own leadership, Sponsored Organizational and operational structure. Although the stated missions of the Sponsored Organizations may differ, public investment in public recreational facilities and programs creates a mutually beneficial environment in which to provide quality recreation for all the individuals served by the parties, as well as the general public.

The Park District recognizes that at times it is in the best interest of the community that the Park District work with outside Sponsored Organizations in coordinating, integrating and consolidating the planning and provision of recreational facilities and programs when basic functions are compatible and a public benefit may be derived. Through working relationships with outside Sponsored Organizations and joint efforts, each party can contribute to greater public service without relinquishing their separate identities or any of their individual responsibilities.

To this end, the Park District is willing to establish a working relationship and cooperative agreement with the Highland Park Players (hereafter “Players” or “Sponsored Organization”). With this agreement, the parties will define the working relationship, mutual expectations, and individual responsibilities. However, this agreement cannot be considered absolute; but shall serve as a frame of reference. Standards outlined herein insure that the parties’ concept of joint planning, use, and maintenance is followed to the maximum extent possible, while retaining the essential freedom of discretion, decision and action in planning, developing and maintaining recreational programs.

I. Criteria and Conditions

- 1.** Sponsored Organization must have a constitution and/or bylaws which shall be submitted for review and approval by the District.
- 2.** The Sponsored Organization shall formulate a roster of staff, volunteer officers and/or board members, and designate a liaison and alternate liaison with the Park District. Telephone numbers and other contact information must be provided to the Park District on an annual basis.

3. At least 90% of the members/participants and/or activities of the Sponsored Organization must reside and/or serve residents of the Park District. A roster of members, participants, and/or list of program, events or activities must be provided to the Park District on an annual basis. Names and addresses must be included.
4. Activities, programs, and events conducted by the sponsored Community Group must:
 - a. Be in accordance with the District's philosophy of recreation and be open for participation by any resident of the District.
 - b. Not, other than to adhere to specific membership guidelines, program requirements, or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, sexual orientation, disability, or any other characteristic protected by local, state, or federal law.
5. Sponsored Organization must provide an annual detailed budget to the Park District showing all anticipated revenue and expenditures by August 31 for the following fiscal year. Program planning and budgeting shall be done by the club in conjunction with the administrative staff of the District, and completed by August 31.
 - a. Year-end balances of funds should not exceed the amount of finances needed for start-up services for the next program year. When excess funds are available in the Sponsored Organization's treasury, the District will identify special projects in which such funds may be donated to the District for program and/or facility improvements.
 - b. The Sponsored Organization acknowledges and agrees that the group is responsible for any and all expenses, including, but not limited to, the provision of equipment and materials related to the Sponsored Organization activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.
 - c. Any work done by the Parks Department of the District on behalf of any sponsored Organization will be restricted to District limits unless authorized. If the Sponsored Organization's need for maintenance standards are higher than District standards, that Sponsored Organization shall provide the additional maintenance to meet its own standard provided that approval is granted by the Executive Director for this voluntary maintenance work.
 - d. Costs for maintenance of equipment and/or facilities will be charged to the Sponsored Organization
 - e. The Park District will provide an annual stipend of \$5,000 to the Highland Park Players.
6. If a fee for participation or membership is required to join the Sponsored Organization or attend an event, program or recreational function conducted by the Sponsored Organization, those fees may be deposited in a separate account under that Sponsored Organization's name. All revenues must be reported to the District. All fees shall be deposited in the Sponsored Organization's account in accordance with accepted District standards.
7. The District shall provide the following staff or administrative services to accommodate the activities of the sponsored Organizations commensurate with existing programs offered by the District.
 - a. None

- 8.** All public mailings and publicity by the Sponsored Organizations must meet with District standards and must state their affiliation with or sponsorship by the Park District of Highland Park.
- 9.** The Sponsored Organization or members of the Sponsored Organization will not advertise or solicit participants using the name or logo of the Park District without prior written permission of the Park District.
- 10.** The Sponsored Organization shall not to represent itself or members of the Sponsored Organization as employees, volunteers, or agents of the Park District.
- 11.** Fund-raising for the purpose of supporting an activity must be authorized by the Board. The manner in which fund-raising is to be conducted, the purposes for which the funds are collected and a budget for these funds must be submitted to the District for approval in advance of any fund-raising project. Proceeds from fund-raising may be placed in the sponsored Organization's separate account.
- 12.** The Sponsored Organization agrees and understands that neither the Sponsored Organization nor its officials, officers, members, employees or volunteers (collectively "Sponsored Organization") are entitled to any benefits or protections afforded employees or volunteers of the Park District and are not bound by any obligations as employees of the Park District. The Sponsored Organization will not be covered under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District and that any injury or property damage arising out of any Sponsored Organization activity will be the Sponsored Organization's sole responsibility and not the Park District's. Also, it is understood that the Sponsored Organization is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and therefore, the Sponsored Organization will be solely responsible for its own actions. The Park District will in no way defend the Sponsored Organization in matters of liability.
- 13.** Sponsored Organization shall fully cooperate with any investigation conducted by or on behalf of the Park District and/or the Park District Risk Management Agency "PDRMA". Failure to fully cooperate with any such investigation shall constitute a breach of agreement and in the sole discretion of the Park District, may result in revocation or suspension of any Group privileges under this Agreement
- 14.** Sponsored Organization agrees to conduct criminal background checks for all employees and volunteers eighteen years of age or older and who directly supervise individuals under the age of eighteen (18) years or age. The Sponsored Organization is solely responsible for determining whether any conviction disqualifies any employee/volunteer.
- 15.** Sponsored Organization agrees to cross-reference all staff, employees and volunteers with the federal and state of Illinois Child Offender Databases.
- 16.** Sponsored Organization understands and agrees that it solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any Sponsored Organization position and/or activity and that the Park District is not responsible for any hiring or retention decision.
- 17.** Sponsored Organization shall comply with all applicable local, state, and federal laws, including, but not limited to the Illinois Human Rights Act, the American with Disabilities Act, and the Civil Rights Act of 1964. The Sponsored Organization shall base employment,

volunteer, and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, sexual orientation, sex (except as an appropriate division for athletics programming), national origin, age (except as an appropriate division of programming levels for youth athletics programming), marital status, or any other protected characteristic as established by law.

II. Facility Use

- 1.** The District will provide the following facility and/or storage space:
 - a.** Use of a variety of rooms at West Ridge Center during weekday evenings and during the day on Saturdays for rehearsal and/or workshops. Room will be provided at no cost unless after hours and/or additional staff or other expenses are needed, which will be provided at the expense of the Sponsored Organization.
 - i.** Requests shall be made at least 3 months in advance.
 - ii.** Park District Programs take precedence.
 - iii.** Facility hours of operations shall be enforced.
 - b.** If the Sponsored Organization requests another facility of the Park District, the request will be considered under the following terms:
 - i.** Requests shall be made at least 3 months in advance.
 - ii.** Park District Programs take precedence.
 - iii.** Facility hours of operations shall be enforced.
 - iv.** If approved, the Sponsored Organization will receive a discount rate of 50% of the regular resident rental rate.
- 2.** It is the sole responsibility of the Sponsored Organization to determine whether any facility, field, or location is safe, suitable, and/or appropriate for any intended use.
- 3.** The Sponsored Organization shall inspect each facility, field, or other location prior to and subsequent to each use and shall promptly report any unsafe condition (holes in sports fields, broken equipment, etc.) to the Park District.
- 4.** The Sponsored Organization is solely responsible for providing supervision and security services, as needed, for any and all Sponsored Organization activities.
- 5.** The Sponsored Organization is solely responsible for the cost of repairs to facility or equipment damaged as a result of its usage.
- 6.** The Park District does not assume any responsibility, care, custody, or control of any Sponsored Organization property or equipment brought upon or stored upon Park District property. The Sponsored Organization is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Park District property.

7. The Sponsored Organization shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures.
8. The use of Park District meeting rooms is based on availability and Park District scheduling concerns. The Park District retains the right to move, cancel or reschedule meetings based upon Park District needs.

III. Insurance and Indemnification

The Sponsored Organization shall procure and maintain for the duration of this agreement, the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with any of Sponsored Organization activities:

1. Commercial General and Umbrella Liability Insurance

Sponsored Organization shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and shall not be endorsed to exclude claims arising from athletic participation.

If the Sponsored Organization intends on distributing, selling, serving or furnishing alcoholic beverages, liquor liability coverage (including Dram Shop coverage) shall also be provided with a limit of not less than \$1,000,000 per occurrence.

The Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the Sponsored Organization insurance and shall not contribute with it.

The CGL policy must include individuals for athletic participation.

2. Business Auto and Umbrella Liability Insurance

If applicable, the Sponsored Organization shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If

necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

3. Workers Compensation Insurance

If applicable, the Sponsored Organization shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

4. Other

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this agreement, the Sponsored Organization waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Sponsored Organization use of any Park District property or facility.

5. General Insurance Provisions

a. Evidence of Insurance

Prior to exercising any rights under this Agreement, the Sponsored Organization shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

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

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

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

Failure to maintain the required insurance may result in termination of this agreement at Park District's option.

The Sponsored Organization shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

b. Acceptability of Insurers

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

c. Cross-Liability Coverage

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

d. Deductibles and Self-Insured Retentions

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

6. Indemnification

The Sponsored Organization shall 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 legal fees (reasonable attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the conduct or management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this agreement; (ii) any act, omission wrongful act or negligence of the Sponsored Organization or any of the Sponsored Organization partners, directors, officials, officers, agents, employees, members, volunteers, participants, invitees, licensees, contractors, or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or upon any Park District property or facility, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The Sponsored Organization shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the Sponsored Organization breach of any of its obligations under, or the Sponsored Organization default of, any provision of this agreement.

IV. No Third Party Beneficiary

This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any

kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

V. Termination and Duration

1. The initial term of this Agreement shall commence on the date hereof and end on November 1, 2020. Thereafter, this Agreement shall be deemed automatically renewed for successive one year periods unless either party shall advise the other party in writing of its intention not to renew the Agreement at least 30 days prior to the annual renewal date, or unless the Parties otherwise mutually agree to terminate the Agreement.
2. The Park District retains the right to alter the terms and conditions of this agreement or to terminate this agreement at any time and for any reason, including, but not limited to misconduct of the Sponsored Organization or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of Park District residents, or because the Sponsored Organization has breached any of its obligations under this Agreement.
3. The Sponsored Organization may terminate this agreement by providing a minimum of 30 days written notice.
 - a. The Sponsored Organization will have financial responsibility to the Park District for any outstanding fees and/or money owed to the Park District and shall promptly reimburse the Park District. Any money owed to the Sponsored Organization by the Park District shall be promptly reimbursed.
 - b. The Agreement may be amended by the written approval of both Parties.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

Authorized Officer - Highland Park Players

Director of Recreation and Facilities

Date

Date

Highland Park Players

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



Affiliated Organization Agreement with the Highland Park Pops

Memorandum of Understanding

PURPOSE

The Park District of Highland Park (hereafter “Park District”) recognizes that certain Affiliated Organizations exist within the community whose purposes are to serve and enhance recreational opportunities for a specific purpose and group. These Affiliated Organizations are separate and independent from the Park District and provide for their own leadership, Affiliated Organizational and operational structure. Although the stated missions of the Affiliated Organizations may differ, public investment in public recreational facilities and programs creates a mutually beneficial environment in which to provide quality recreation for all the individuals served by the parties, as well as the general public.

The Park District recognizes that at times it is in the best interest of the community that the Park District work with outside Affiliated Organizations in coordinating, integrating and consolidating the planning and provision of recreational facilities and programs when basic functions are compatible and a public benefit may be derived. Through working relationships with outside Affiliated Organizations and joint efforts, each party can contribute to greater public service without relinquishing their separate identities or any of their individual responsibilities.

To this end, the Park District is willing to establish a working relationship and cooperative agreement with the Highland Park Pops (hereafter “Pops” or “Affiliated Organization”). With this agreement, the parties will define the working relationship, mutual expectations, and individual responsibilities. However, this agreement cannot be considered absolute; but shall serve as a frame of reference. Standards outlined herein insure that the parties’ concept of joint planning, use, and maintenance is followed to the maximum extent possible, while retaining the essential freedom of discretion, decision and action in planning, developing and maintaining recreational programs.

I. Criteria and Conditions

- 1.** Affiliated Organization must have a constitution and/or bylaws which shall be submitted for review and approval by the District.
- 2.** The Affiliated Organization shall formulate a roster of staff, volunteer officers and/or board members, and designate a liaison and alternate liaison with the Park District. Telephone numbers and other contact information must be provided to the Park District on an annual basis.

3. At least 90% of the members/participants and/or activities of the Affiliated Organization must reside and/or serve residents of the Park District. A roster of members, participants, and/or list of program, events or activities must be provided to the Park District on an annual basis. Names and addresses must be included.
4. Activities, programs, and events conducted by the Affiliated Community Group must:
 - a. Be in accordance with the District's philosophy of recreation and be open for participation by any resident of the District.
 - b. Not, other than to adhere to specific membership guidelines, program requirements, or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, sexual orientation, disability, or any other characteristic protected by local, state, or federal law.
5. Affiliated Organization must provide an annual detailed budget to the Park District showing all anticipated revenue and expenditures by August 31 for the following fiscal year. Program planning and budgeting shall be done by the club in conjunction with the administrative staff of the District, and completed by August 31.
 - a. Year-end balances of funds should not exceed the amount of finances needed for start-up services for the next program year. When excess funds are available in the Affiliated Organization's treasury, the District will identify special projects in which such funds may be donated to the District for program and/or facility improvements.
 - b. The Affiliated Organization acknowledges and agrees that the group is responsible for any and all expenses, including, but not limited to, the provision of equipment and materials related to the Affiliated Organization activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.
 - c. Any work done by the Parks Department of the District on behalf of any Affiliated Organization will be restricted to District limits unless authorized. If the Affiliated Organization's need for maintenance standards are higher than District standards, that Affiliated Organization shall provide the additional maintenance to meet its own standard provided that approval is granted by the Executive Director for this voluntary maintenance work.
 - d. Costs for maintenance of equipment and/or facilities will be charged to the Affiliated Organization
6. If a fee for participation or membership is required to join the Affiliated Organization or attend an event, program or recreational function conducted by the Affiliated Organization, those fees may be deposited in a separate account under that Affiliated Organization's name. All revenues must be reported to the District. All fees shall be deposited in the Affiliated Organization's account in accordance with accepted District standards.
7. The District shall provide the following staff or administrative services to accommodate the activities of the Affiliated Organizations commensurate with existing programs offered by the District.
 - a. None

- 8.** All public mailings and publicity by the Affiliated Organizations must meet with District standards and must state their affiliation with or sponsorship by the Park District of Highland Park.
- 9.** The Affiliated Organization or members of the Affiliated Organization will not advertise or solicit participants using the name or logo of the Park District without prior written permission of the Park District.
- 10.** The Organization shall not to represent itself or members of the Affiliated Organization as employees, volunteers, or agents of the Park District.
- 11.** Fund-raising for the purpose of supporting an activity must be authorized by the Board. The manner in which fund-raising is to be conducted, the purposes for which the funds are collected and a budget for these funds must be submitted to the District for approval in advance of any fund-raising project. Proceeds from fund-raising may be placed in the Affiliated Organization's separate account.
- 12.** The Affiliated Organization agrees and understands that neither the Affiliated Organization nor its officials, officers, members, employees or volunteers (collectively "Affiliated Organization") are entitled to any benefits or protections afforded employees or volunteers of the Park District and are not bound by any obligations as employees of the Park District. The Affiliated Organization will not be covered under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District and that any injury or property damage arising out of any Affiliated Organization activity will be the Affiliated Organization's sole responsibility and not the Park District's. Also, it is understood that the Affiliated Organization is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and therefore, the Affiliated Organization will be solely responsible for its own actions. The Park District will in no way defend the Affiliated Organization in matters of liability.
- 13.** Affiliated Organization shall fully cooperate with any investigation conducted by or on behalf of the Park District and/or the Park District Risk Management Agency "PDRMA". Failure to fully cooperate with any such investigation shall constitute a breach of agreement and in the sole discretion of the Park District, may result in revocation or suspension of any Group privileges under this Agreement
- 14.** Affiliated Organization agrees to conduct criminal background checks for all employees and volunteers eighteen years of age or older and who directly supervise individuals under the age of eighteen (18) years or age. The Affiliated Organization is solely responsible for determining whether any conviction disqualifies any employee/volunteer.
- 15.** Affiliated Organization agrees to cross-reference all staff, employees and volunteers with the federal and state of Illinois Child Offender Databases.
- 16.** Affiliated Organization understands and agrees that it solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any Affiliated Organization position and/or activity and that the Park District is not responsible for any hiring or retention decision.
- 17.** Affiliated Organization shall comply with all applicable local, state, and federal laws, including, but not limited to the Illinois Human Rights Act, the American with Disabilities Act, and the Civil Rights Act of 1964. The Affiliated Organization shall base employment, volunteer, and

participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, sexual orientation, sex (except as an appropriate division for athletics programming), national origin, age (except as an appropriate division of programming levels for youth athletics programming), marital status, or any other protected characteristic as established by law.

II. Facility Use

- 1.** The District will provide the following facility and/or storage space:
 - a. Use of a variety of rooms at West Ridge Center during weekday evenings for rehearsals. Room will be provided at no cost unless after hours and/or additional staff or other expenses are needed, which will be provided at the expense of the Affiliated Organization.
 - i. Requests shall be made at least 3 months in advance.
 - ii. Park District Programs take precedence.
 - iii. Facility hours of operations shall be enforced.
 - b. Storage closet is provided at West Ridge Center for Musical Equipment.
 - c. If the Affiliated Organization requests another facility of the Park District, the request will be considered under the following terms:
 - i. Requests shall be made at least 3 months in advance.
 - ii. Park District Programs take precedence.
 - iii. Facility hours of operations shall be enforced.
 - iv. If approved, the Affiliated Organization will receive a discount rate of 50% of the regular resident rental rate.
- 2.** It is the sole responsibility of the Affiliated Organization to determine whether any facility, field, or location is safe, suitable, and/or appropriate for any intended use.
- 3.** The Affiliated Organization shall inspect each facility, field, or other location prior to and subsequent to each use and shall promptly report any unsafe condition (holes in sports fields, broken equipment, etc.) to the Park District.
- 4.** The Affiliated Organization is solely responsible for providing supervision and security services, as needed, for any and all Affiliated Organization activities.
- 5.** The Affiliated Organization is solely responsible for the cost of repairs to facility or equipment damaged as a result of its usage.
- 6.** The Park District does not assume any responsibility, care, custody, or control of any Affiliated Organization property or equipment brought upon or stored upon Park District

property. The Affiliated Organization is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Park District property.

7. The Affiliated Organization shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures.
8. The use of Park District meeting rooms is based on availability and Park District scheduling concerns. The Park District retains the right to move, cancel or reschedule meetings based upon Park District needs.

III. Insurance and Indemnification

The Affiliated Organization shall procure and maintain for the duration of this agreement, the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with any of Affiliated Organization activities:

1. Commercial General and Umbrella Liability Insurance

Affiliated Organization shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and shall not be endorsed to exclude claims arising from athletic participation.

If the Affiliated Organization intends on distributing, selling, serving or furnishing alcoholic beverages, liquor liability coverage (including Dram Shop coverage) shall also be provided with a limit of not less than \$1,000,000 per occurrence.

The Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the Affiliated Organization insurance and shall not contribute with it.

The CGL policy must include individuals for athletic participation.

2. Business Auto and Umbrella Liability Insurance

If applicable, the Affiliated Organization shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

3. Workers Compensation Insurance

If applicable, the Affiliated Organization shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

4. Other

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this agreement, the Affiliated Organization waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Affiliated Organization use of any Park District property or facility.

5. General Insurance Provisions

a. Evidence of Insurance

Prior to exercising any rights under this Agreement, the Affiliated Organization shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

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

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

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

Failure to maintain the required insurance may result in termination of this agreement at Park District's option.

The Affiliated Organization shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

b. Acceptability of Insurers

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

c. Cross-Liability Coverage

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

d. Deductibles and Self-Insured Retentions

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

6. Indemnification

The Affiliated Organization shall 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 legal fees (reasonable attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the conduct or management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this agreement; (ii) any act, omission wrongful act or negligence of the Affiliated Organization or any of the Affiliated Organization partners, directors, officials, officers, agents, employees, members, volunteers, participants, invitees, licensees, contractors, or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or upon any Park District property or facility, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The Affiliated Organization shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the Affiliated Organization breach of any of its obligations under, or the Affiliated Organization default of, any provision of this agreement.

IV. No Third Party Beneficiary

This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

V. Termination and Duration

1. The initial term of this Agreement shall commence on the date hereof and end on November 1, 2020. Thereafter, this Agreement shall be deemed automatically renewed for successive one year periods unless either party shall advise the other party in writing of its intention not to renew the Agreement at least 30 days prior to the annual renewal date, or unless the Parties otherwise mutually agree to terminate the Agreement.
2. The Park District retains the right to alter the terms and conditions of this agreement or to terminate this agreement at any time and for any reason, including, but not limited to misconduct of the Affiliated Organization or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of Park District residents, or because the Affiliated Organization has breached any of its obligations under this Agreement.
3. The Affiliated Organization may terminate this agreement by providing a minimum of 30 days written notice.
 - a. The Affiliated Organization will have financial responsibility to the Park District for any outstanding fees and/or money owed to the Park District and shall promptly reimburse the Park District. Any money owed to the Affiliated Organization by the Park District shall be promptly reimbursed.
 - b. The Agreement may be amended by the written approval of both Parties.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

Authorized Officer - Highland Park Pops

Director of Recreation and Facilities

Date

Date

Highland Park Pops

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



Affiliated Group Agreement with AYSO

PURPOSE

The Park District of Highland Park (hereafter “Park District”) recognizes that certain Affiliate Organizations exist within the community whose purposes are to serve and enhance recreational opportunities for a specific purpose and group. These Affiliate Organizations are separate and independent from the Park District and provide for their own leadership, Affiliate Organizational and operational structure. Although the stated missions of the Affiliate Organizations may differ, public investment in public recreational facilities and programs creates a mutually beneficial environment in which to provide quality recreation for all the individuals served by the parties, as well as the general public.

The Park District recognizes that at times it is in the best interest of the community that the Park District work with outside Affiliate Organizations in coordinating, integrating and consolidating the planning and provision of recreational facilities and programs when basic functions are compatible, and a public benefit may be derived. Through working relationships with outside Affiliate Organizations and joint efforts, each party can contribute to greater public service without relinquishing their separate identities or any of their individual responsibilities.

To this end, the Park District is willing to establish a working relationship and cooperative agreement with AYSO (hereafter “AYSO” or “Affiliate Organization”). With this agreement, the parties will define the working relationship, mutual expectations, and individual responsibilities. However, this agreement cannot be considered absolute; but shall serve as a frame of reference. Standards outlined herein ensure that the parties’ concept of joint planning, use, and maintenance is followed to the maximum extent possible, while retaining the essential freedom of discretion, decision and action in planning, developing and maintaining recreational programs.

I. Criteria and Conditions

1. Affiliate Organization must have a constitution and/or bylaws which shall be submitted for review and approval by the District.
2. The Affiliate Organization shall formulate a roster of staff, volunteer officers and/or board members, and designate a liaison and alternate liaison with the Park District. Telephone numbers and other contact information must be provided to the Park District on an annual basis.

3. At least 90% of the members/participants of the Affiliate Organization must reside and/or serve residents of the Park District. A roster of members, participants, and/or list of programs, events or activities must be provided to the Park District on an annual basis. Names and addresses must be included.
4. Activities, programs, and events conducted by the sponsored Community Group must:
 - a. Be in accordance with the District's philosophy of recreation and be open for participation by any resident of the District.
 - b. Not, other than to adhere to specific membership guidelines, program requirements, or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, sexual orientation, disability, or any other characteristic protected by local, state, or federal law.
5. Affiliate Organization must provide an annual detailed budget to the Park District showing all anticipated revenue and expenditures by August 31 for the following fiscal year. Program planning and budgeting shall be done by the club in conjunction with the administrative staff of the District and completed by August 31.
 - a. Year-end balances of funds should not exceed the amount of finances needed for startup services for the next program year. When excess funds are available in the Affiliate Organization's treasury, the District will identify special projects in which such funds may be donated to the District for program and/or facility improvements.
 - b. The Affiliate acknowledges and agrees that the group is responsible for any and all expenses, including, but not limited to, the provision of equipment and materials related to the Community Group's/Affiliate's activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.
 - c. Any work done by the Parks Department of the District on behalf of any affiliated or sponsored Affiliate Organization will be restricted to District limits unless authorized. If the Affiliate Organization's need for maintenance standards are higher than District standards, that Affiliate Organization shall provide the additional maintenance to meet its own standard provided that approval is granted by the Executive Director for this voluntary maintenance work.
 - d. Costs for maintenance of equipment and/or facilities will be charged to the Affiliate.
6. If a fee for participation or membership is required to join the Affiliate Organization or attend an event, program or recreational function conducted by the Affiliate Organization, those fees may be deposited in a separate account under that Affiliate Organization's name. All revenues must be reported to the District. All fees shall be deposited in the Affiliate Organization's account in accordance with accepted District standards.
7. The District shall provide the following staff or administrative services to accommodate the activities of the sponsored Affiliate Organizations commensurate with existing programs offered by the District.

- a. Park District staff will move AYSO soccer goals on a seasonal basis. The Park District will invoice AYSO for labor associated with moving goals.
8. All public mailings and publicity by the Affiliate Organizations must meet with District standards and must state their affiliation with or sponsorship by the Park District of Highland Park.
9. The Affiliate Organization or members of the Affiliate Organization will not advertise or solicit participants using the name or logo of the Park District without prior written permission of the Park District.
10. The Affiliate shall not to represent itself or members of the Affiliate Organization as employees, volunteers, or agents of the Park District.
11. Fund-raising for the purpose of supporting an activity must be authorized by the Park District. The way fund-raising is to be conducted, the purposes for which the funds are collected and a budget for these funds must be submitted to the District for approval in advance of any fund-raising project. Proceeds from fund-raising may be placed in the affiliated or sponsored Affiliate Organization's separate account.
12. The Affiliate Organization agrees and understands that neither the Affiliate Organization nor its officials, officers, members, employees or volunteers (collectively "Affiliate") are entitled to any benefits or protections afforded employees or volunteers of the Park District and are not bound by any obligations as employees of the Park District. The Affiliate Organization will not be covered under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District and that any injury or property damage arising out of any Affiliate activity will be the Affiliate Organization's sole responsibility and not the Park District's. Also, it is understood that the Affiliate is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and therefore, the Affiliate Organization will be solely responsible for its own actions. The Park District will in no way defend the Affiliate Organization in matters of liability.
13. Affiliate Organization shall fully cooperate with any investigation conducted by or on behalf of the Park District and/or the Park District Risk Management Agency "PDRMA". Failure to fully cooperate with any such investigation shall constitute a breach of agreement and in the sole discretion of the Park District, may result in revocation or suspension of any Group privileges under this Agreement
14. Affiliate Organization agrees to conduct criminal background checks for all employees and volunteers eighteen years of age or older and who directly supervise individuals under the age of eighteen (18) years or age. The Affiliate is solely responsible for determining whether any conviction disqualifies any employee/volunteer.
15. Affiliate Organization agrees to cross-reference all staff, employees and volunteers with the federal and state of Illinois Child Offender Databases.

16. Affiliate Organization understands and agrees that it solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any Affiliate position and/or activity and that the Park District is not responsible for any hiring or retention decision.
17. Affiliate Organization shall comply with all applicable local, state, and federal laws, including, but not limited to the Illinois Human Rights Act, the American with Disabilities Act, and the Civil Rights Act of 1964. The Affiliate Organization shall base employment, volunteer, and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, sexual orientation, sex (except as an appropriate division for athletics programming), national origin, age (except as an appropriate division of programming levels for youth athletics programming), marital status, or any other protected characteristic as established by law.

II. Facility Use

1. The District will provide the following facility and/or storage space
 - b. Seasons of Play: This agreement is intended to include both a fall and spring season. The requested start/end dates and details of days, times, fields and other facility or capital needs must be submitted to the Assistant Director of Recreation and Facilities at the Park District at least 120 days prior to the start of each season and are subject to the Park District's approval.
 - c. Days of Play: Practices and games will be held during the week and on weekends. A requested schedule of field use must be submitted in writing to the Assistant Director of Recreation and Facilities with the Park District a minimum of 120 days prior to the start of each season.
 - d. Playing Sites: This agreement includes only outdoor sites to be assigned by the Park District including Olson Park and Kennedy soccer fields. Requests for additional fields and/or use of lights must be submitted 120 days in advance to the Assistant Director of Recreation and Facilities with the Park District.
 - e. No fee will be charged to AYSO for the use of soccer fields for games and/or practices.
 - f. Meeting space will be provided to the AYSO board for no additional charge.
2. Requests shall be made at least 3 months in advance to ensure availability. Park District Programs take precedence. The Affiliate will receive a discount rate and priority for use of fields, courts, rooms or other Park District facilities.
3. It is the sole responsibility of the Affiliate Organization to determine whether any facility, field, or location is safe, suitable, and/or appropriate for any intended use.
4. The Affiliate Organization shall inspect each facility, field, or other location prior to and subsequent to each use and shall promptly report any unsafe condition (holes in sports fields, broken equipment, etc.) to the Park District.

5. The Affiliate Organization is solely responsible for providing supervision and security services, as needed, for any and all Affiliate activities.
6. The Park District does not assume any responsibility, care, custody, or control of any Affiliate Organization property or equipment brought upon or stored upon Park District property. The Affiliate is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Park District property.
7. The Affiliate Organization shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures.
8. The use of Park District meeting rooms is based on availability and Park District scheduling concerns. The Park District retains the right to move, cancel or reschedule meetings based upon Park District needs.

V. Insurance and Indemnification

The Affiliate Organization shall procure and maintain for the duration of this agreement, the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with any of Community Group's/Affiliate's activities:

A. Commercial General and Umbrella Liability Insurance

Affiliate shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and shall not be endorsed to exclude claims arising from athletic participation.

If the Affiliate intends on distributing, selling, serving or furnishing alcoholic beverages, liquor liability coverage (including Dram Shop coverage) shall also be provided with a limit of not less than \$1,000,000 per occurrence.

The Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the Community Group's/Affiliate's insurance and shall not contribute with it.

The CGL policy must include individuals for athletic participation.

B. Business Auto and Umbrella Liability Insurance

If applicable, the Affiliate shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

If applicable, the Affiliate shall maintain workers compensation and employer's liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

D. Other

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this agreement, the Affiliate waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Community Group's/Affiliate's use of any Park District property or facility.

E. General Insurance Provisions

1. Evidence of Insurance

Prior to exercising any rights under this Agreement, the Affiliate shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

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

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

The Park District shall have the right, but not the obligation, of prohibiting the Affiliate from using the premises until such certificates or other evidence that insurance has

been placed in complete compliance with these requirements is received and approved by Park District.

Failure to maintain the required insurance may result in termination of this agreement at Park District's option.

The Affiliate shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

2. Acceptability of Insurers

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

3. Cross-Liability Coverage

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

4. Deductibles and Self-Insured Retentions

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

F. Indemnification

The Affiliate shall 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 legal fees (reasonable attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the conduct or management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this agreement; (ii) any act, omission wrongful act or negligence of the Affiliate or any of the Community Group's/Affiliate's partners, directors, officials, officers, agents, employees, members, volunteers, participants, invitees, licensees, contractors, or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or upon any Park District property or facility, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The Affiliate shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials,

employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the Community Group's/Affiliate's breach of any of its obligations under, or the Community Group's/Affiliate's default of, any provision of this agreement.

VI. Other [Below are Examples of Miscellaneous Provisions]

- Affiliate is responsible for ensuring that soccer goals are securely anchored before all games and practices
- Affiliate is responsible for following the Park District's severe weather protocol
- Affiliate is responsible for all field/turf maintenance including grass mowing, field striping and turf management.

VII. No Third-Party Beneficiary

This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

VIII. Termination and Duration

- a. The initial term of this Agreement shall commence on the date hereof and end on April 1, 2020. Thereafter, this Agreement shall be deemed automatically renewed for successive one year periods unless either party shall advise the other party in writing of its intention not to renew the Agreement at least 90 days prior to the annual renewal date of its intention not to renew the agreement, or unless the Parties otherwise mutually agree to terminate the Agreement.
- b. The Park District retains the right to alter the terms and conditions of this agreement or to terminate this agreement at any time and for any reason, including, but not limited to misconduct of the Affiliate or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of Park District residents, or because the Affiliate has breached any of its obligations under this Agreement.

The Affiliate may terminate this agreement by providing a minimum of 45 days written notice.

- c. The Affiliate will have financial responsibility to the Park District for any outstanding fees and/or money owed to the Park District and shall promptly reimburse the Park District. Any money owed to the Affiliate by the Park District shall be promptly reimbursed.
- d. The Agreement may be amended by the written approval of both Parties.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

Authorized Signature of Affiliate/Date

Authorized Signature of Park District/Date



Affiliated Organization Agreement with the Uptown Music Theater of Highland Park

Memorandum of Understanding

PURPOSE

The Park District of Highland Park (hereafter “Park District”) recognizes that certain Affiliated Organizations exist within the community whose purposes are to serve and enhance recreational opportunities for a specific purpose and group. These Affiliated Organizations are separate and independent from the Park District and provide for their own leadership, Affiliated Organizational and operational structure. Although the stated missions of the Affiliated Organizations may differ, public investment in public recreational facilities and programs creates a mutually beneficial environment in which to provide quality recreation for all the individuals served by the parties, as well as the general public.

The Park District recognizes that at times it is in the best interest of the community that the Park District work with outside Affiliated Organizations in coordinating, integrating and consolidating the planning and provision of recreational facilities and programs when basic functions are compatible and a public benefit may be derived. Through working relationships with outside Affiliated Organizations and joint efforts, each party can contribute to greater public service without relinquishing their separate identities or any of their individual responsibilities.

To this end, the Park District is willing to establish a working relationship and cooperative agreement with the Uptown Music Theater of Highland Park (hereafter “Affiliated Organization”). With this agreement, the parties will define the working relationship, mutual expectations, and individual responsibilities. However, this agreement cannot be considered absolute; but shall serve as a frame of reference. Standards outlined herein insure that the parties’ concept of joint planning, use, and maintenance is followed to the maximum extent possible, while retaining the essential freedom of discretion, decision and action in planning, developing and maintaining recreational programs.

I. Criteria and Conditions

- 1.** Affiliated Organization must have a constitution and/or bylaws which shall be submitted for review and approval by the District.
- 2.** The Affiliated Organization shall formulate a roster of staff, volunteer officers and/or board members, and designate a liaison and alternate liaison with the Park District. Telephone numbers and other contact information must be provided to the Park District on an annual basis.

3. At least 90% of the members/participants and/or activities of the Affiliated Organization must reside and/or serve residents of the Park District. A roster of members, participants, and/or list of program, events or activities must be provided to the Park District on an annual basis. Names and addresses must be included.
4. Activities, programs, and events conducted by the Affiliated Community Group must:
 - a. Be in accordance with the District's philosophy of recreation and be open for participation by any resident of the District.
 - b. Not, other than to adhere to specific membership guidelines, program requirements, or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, sexual orientation, disability, or any other characteristic protected by local, state, or federal law.
5. Affiliated Organization must provide an annual detailed budget to the Park District showing all anticipated revenue and expenditures by August 31 for the following fiscal year. Program planning and budgeting shall be done by the club in conjunction with the administrative staff of the District and completed by August 31.
 - a. Year-end balances of funds should not exceed the amount of finances needed for start-up services for the next program year. When excess funds are available in the Affiliated Organization's treasury, the District will identify special projects in which such funds may be donated to the District for program and/or facility improvements.
 - b. The Affiliated Organization acknowledges and agrees that the group is responsible for any and all expenses, including, but not limited to, the provision of equipment and materials related to the Affiliated Organization activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.
 - c. Any work done by the Parks Department of the District on behalf of any Affiliated Organization will be restricted to District limits unless authorized. If the Affiliated Organization's need for maintenance standards are higher than District standards, that Affiliated Organization shall provide the additional maintenance to meet its own standard provided that approval is granted by the Executive Director for this voluntary maintenance work.
 - d. Costs for maintenance of equipment and/or facilities will be charged to the Affiliated Organization
6. If a fee for participation or membership is required to join the Affiliated Organization or attend an event, program or recreational function conducted by the Affiliated Organization, those fees may be deposited in a separate account under that Affiliated Organization's name. All revenues must be reported to the District. All fees shall be deposited in the Affiliated Organization's account in accordance with accepted District standards.
7. The District shall provide the following staff or administrative services to accommodate the activities of the Affiliated Organizations commensurate with existing programs offered by the District.
 - a. None

- 8.** All public mailings and publicity by the Affiliated Organizations must meet with District standards and must state their affiliation with or sponsorship by the Park District of Highland Park.
- 9.** The Affiliated Organization or members of the Affiliated Organization will not advertise or solicit participants using the name or logo of the Park District without prior written permission of the Park District.
- 10.** The Organization shall not to represent itself or members of the Affiliated Organization as employees, volunteers, or agents of the Park District.
- 11.** Fund-raising for the purpose of supporting an activity must be authorized by the Board. The manner in which fund-raising is to be conducted, the purposes for which the funds are collected and a budget for these funds must be submitted to the District for approval in advance of any fund-raising project. Proceeds from fund-raising may be placed in the Affiliated Organization's separate account.
- 12.** The Affiliated Organization agrees and understands that neither the Affiliated Organization nor its officials, officers, members, employees or volunteers (collectively "Affiliated Organization") are entitled to any benefits or protections afforded employees or volunteers of the Park District and are not bound by any obligations as employees of the Park District. The Affiliated Organization will not be covered under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District and that any injury or property damage arising out of any Affiliated Organization activity will be the Affiliated Organization's sole responsibility and not the Park District's. Also, it is understood that the Affiliated Organization is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and therefore, the Affiliated Organization will be solely responsible for its own actions. The Park District will in no way defend the Affiliated Organization in matters of liability.
- 13.** Affiliated Organization shall fully cooperate with any investigation conducted by or on behalf of the Park District and/or the Park District Risk Management Agency "PDRMA". Failure to fully cooperate with any such investigation shall constitute a breach of agreement and in the sole discretion of the Park District, may result in revocation or suspension of any Group privileges under this Agreement
- 14.** Affiliated Organization agrees to conduct criminal background checks for all employees and volunteers eighteen years of age or older and who directly supervise individuals under the age of eighteen (18) years or age. The Affiliated Organization is solely responsible for determining whether any conviction disqualifies any employee/volunteer.
- 15.** Affiliated Organization agrees to cross-reference all staff, employees and volunteers with the federal and state of Illinois Child Offender Databases.
- 16.** Affiliated Organization understands and agrees that it solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any Affiliated Organization position and/or activity and that the Park District is not responsible for any hiring or retention decision.
- 17.** Affiliated Organization shall comply with all applicable local, state, and federal laws, including, but not limited to the Illinois Human Rights Act, the American with Disabilities Act, and the Civil Rights Act of 1964. The Affiliated Organization shall base employment, volunteer, and

participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, sexual orientation, sex (except as an appropriate division for athletics programming), national origin, age (except as an appropriate division of programming levels for youth athletics programming), marital status, or any other protected characteristic as established by law.

II. Facility Use

- 1.** The District will provide the following facility and/or storage space:
 - a.** Use of a variety of rooms at West Ridge Center during weekday evenings for rehearsals. Room will be provided at no cost unless after hours and/or additional staff or other expenses are needed, which will be provided at the expense of the Affiliated Organization.
 - i.** Requests shall be made at least 3 months in advance.
 - ii.** Park District Programs take precedence.
 - iii.** Facility hours of operations shall be enforced.
 - b.** If the Affiliated Organization requests another facility of the Park District, the request will be considered under the following terms:
 - i.** Requests shall be made at least 3 months in advance.
 - ii.** Park District Programs take precedence.
 - iii.** Facility hours of operations shall be enforced.
 - iv.** If approved, the Affiliated Organization will receive a discount rate of 50% of the regular resident rental rate.
- 2.** It is the sole responsibility of the Affiliated Organization to determine whether any facility, field, or location is safe, suitable, and/or appropriate for any intended use.
- 3.** The Affiliated Organization shall inspect each facility, field, or other location prior to and subsequent to each use and shall promptly report any unsafe condition (holes in sports fields, broken equipment, etc.) to the Park District.
- 4.** The Affiliated Organization is solely responsible for providing supervision and security services, as needed, for any and all Affiliated Organization activities.
- 5.** The Affiliated Organization is solely responsible for the cost of repairs to facility or equipment damaged as a result of its usage.
- 6.** The Park District does not assume any responsibility, care, custody, or control of any Affiliated Organization property or equipment brought upon or stored upon Park District property. The Affiliated Organization is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Park District property.

7. The Affiliated Organization shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures.
8. The use of Park District meeting rooms is based on availability and Park District scheduling concerns. The Park District retains the right to move, cancel or reschedule meetings based upon Park District needs.

III. Insurance and Indemnification

The Affiliated Organization shall procure and maintain for the duration of this agreement, the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with any of Affiliated Organization activities:

1. Commercial General and Umbrella Liability Insurance

Affiliated Organization shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and shall not be endorsed to exclude claims arising from athletic participation.

If the Affiliated Organization intends on distributing, selling, serving or furnishing alcoholic beverages, liquor liability coverage (including Dram Shop coverage) shall also be provided with a limit of not less than \$1,000,000 per occurrence.

The Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the Affiliated Organization insurance and shall not contribute with it.

The CGL policy must include individuals for athletic participation.

2. Business Auto and Umbrella Liability Insurance

If applicable, the Affiliated Organization shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If

necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

3. Workers Compensation Insurance

If applicable, the Affiliated Organization shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

4. Other

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this agreement, the Affiliated Organization waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Affiliated Organization use of any Park District property or facility.

5. General Insurance Provisions

a. Evidence of Insurance

Prior to exercising any rights under this Agreement, the Affiliated Organization shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

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

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

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

Failure to maintain the required insurance may result in termination of this agreement at Park District's option.

The Affiliated Organization shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

b. Acceptability of Insurers

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

c. Cross-Liability Coverage

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

d. Deductibles and Self-Insured Retentions

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

6. Indemnification

The Affiliated Organization shall 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 legal fees (reasonable attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the conduct or management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this agreement; (ii) any act, omission wrongful act or negligence of the Affiliated Organization or any of the Affiliated Organization partners, directors, officials, officers, agents, employees, members, volunteers, participants, invitees, licensees, contractors, or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or upon any Park District property or facility, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The Affiliated Organization shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the Affiliated Organization breach of any of its obligations under, or the Affiliated Organization default of, any provision of this agreement.

IV. No Third Party Beneficiary

This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

V. Termination and Duration

1. The initial term of this Agreement shall commence on the date hereof and end on November 1, 2020. Thereafter, this Agreement shall be deemed automatically renewed for successive one year periods unless either party shall advise the other party in writing of its intention not to renew the Agreement at least 30 days prior to the annual renewal date, or unless the Parties otherwise mutually agree to terminate the Agreement.
2. The Park District retains the right to alter the terms and conditions of this agreement or to terminate this agreement at any time and for any reason, including, but not limited to misconduct of the Affiliated Organization or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of Park District residents, or because the Affiliated Organization has breached any of its obligations under this Agreement.
3. The Affiliated Organization may terminate this agreement by providing a minimum of 30 days written notice.
 - a. The Affiliated Organization will have financial responsibility to the Park District for any outstanding fees and/or money owed to the Park District and shall promptly reimburse the Park District. Any money owed to the Affiliated Organization by the Park District shall be promptly reimbursed.
 - b. The Agreement may be amended by the written approval of both Parties.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

Authorized Officer - Uptown Music Theater
of Highland Park

Director of Recreation and Facilities

Date

Date

Uptown Music Theater of Highland Park

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



Memorandum

To: Park Board of Commissioners

From: Ryan Ochs, General Manager/Superintendent of Golf Sunset Valley Golf Club;
Brian Romes, Executive Director

Date: March 31, 2020

Subject: **Request for Approval: to Enter into an Agreement with Wadsworth Golf Construction Company for the Construction of the Sunset Valley Youth Golf Development and Short Game Area**

Background

The Parks Foundation of Highland Park, with significant contribution from Illinois Golf Hall of Famer, Joel Hirsch has been raising funds for a new state-of-the-art Youth Golf Development and Short Game Area at the Sunset Valley Golf Club. This facility is designed to encourage younger and newer golfers, as well as entice more seasoned golfers who wish to concentrate on their short game. This area will also be used by the Highland Park High School golf teams to warm up before they begin their matches. Golfers will be able to access the new “Youth Golf Development and Short Game Area” very easily, as it is planned to be adjacent to the south parking lot at Sunset Valley Golf Club. Staff has contracted Rick Jacobson to design and develop the short game area. Bids for construction were released to the public on February 11, 2020.

Bid Results

Staff received two bids for the Sunset Valley Youth Golf Development and Short Game Area on March 3, 202 from two golf course construction companies. The lowest responsible bidder was Wadsworth Golf Construction at \$148,046.50. Staff reviewed the bid with Wadsworth, and after negotiating cost-saving measures, Wadsworth has reduced the overall base bid to \$123,578.50. Wadsworth was also the Golf Course Construction Company for Sunset Valley Golf Club in 2017 and has worked on numerous local golf course renovations. Staff has been pleased with their results.

Financial Impact

This project is solely funded by donations received by the Parks Foundation of Highland Park, and a grant. The estimated overall budget for all hard costs and soft costs is \$200,000. Currently, the Parks Foundation has received approximately \$175,000 in donations and grant funds for the Sunset Valley Youth Golf Development and Short Game Area. The Parks Foundation continues to accept donations for the necessary construction funding including a golf outing scheduled on July 27, 2020.

Revenues

	<u>Budget</u>	<u>YTD</u>	<u>Projected</u>
Donations	\$150,000	\$125,000	\$150,000 +
Grants	\$50,000	\$50,000	\$50,000
Total	\$200,000	\$175,000	\$200,000

Expenses

	<u>Budget</u>	<u>YTD</u>	<u>Projected</u>
Architectural Fees	\$18,000	\$12,000	\$18,000
Construction	\$150,000.00	0	\$123,578.50
Brick Paver Pathway	\$25,000	0	\$25,000
Contingency	\$7,000	0	\$33,421.50
Total	\$200,000	\$12,000	\$200,000

Project Timeline

- February/March – Bidding and Permitting
- End of March – Contract Approved
- July – Project Start
- August – Project Complete
- Late Spring 2021 – Sunset Valley Youth Golf and Short Game Area Opened

Recommendation

Staff recommends approval from the Park Board of Commissioners authorization for the Executive Director to enter into an agreement with Wadsworth Golf Construction Company for the construction of the Sunset Valley Youth Golf Development and Short Game Area in the amount of \$123,578.50.



Memorandum

To: Board of Park Commissioners

From: Liz Gogola, Director of Communication & Marketing; Rebecca Grill, Natural Areas Manager

Date: March 31, 2020

Subject: **Request for Approval: Ordinance 2020-03 RCHP Property To Be Named The Preserve of Highland Park**

Summary

In accordance with the Park District’s GreenPrint 2024 Master Plan and as part of the Park District’s Capital Development Initiative to convert the property previously known as the Highland Park Country Club, currently referred to as Community Park at the Recreation Center of Highland Park to a one-of-a-kind passive recreation area, staff was tasked to develop a new name for the property. The naming of the property was led by seven staff members from the Planning, Natural Areas, and Marketing Departments who were involved in the property development planning. Five residents, who also served on the Property Project Advisory Committee, volunteered to serve on the Property Naming Resident Advisory Committee. Nine staff members volunteered to serve on a Naming Staff Advisory Committee as well. Over a series of meetings, the committees considered a new name for the property that meets the criteria of the Park District Naming Policy, best reflects the interest of the community and ensures a worthy and enduring legacy for the District’s park and recreation system including; ensuring the property is easily identified and located and providing a name that will engender a strong public image and will have public support

The Committees’ final recommended name “The Preserve of Highland Park” was presented by Director Gogola at the December 3, 2019 Board of Park Commissioners Workshop Meeting. The recommendation reflects the property’s unique nature as a one-of-a-kind green space and passive recreation destination for the public. The name also provides a classic distinction that is representative of the Highland Park community and the entities adjacent to the property – Recreation Center of Highland Park, Highland Park Country Club banquet facilities, and the future Senior Center.

Recommendation

Staff recommends approval from the Park Board of Commissioners Ordinance 2020-03 to name the park property (currently referred to as Community Park at the Recreation Center of Highland Park) The Preserve of Highland Park.

PARK DISTRICT OF HIGHLAND PARK

ORDINANCE NO. 2020-03

**AN ORDINANCE NAMING A PARK OF THE
PARK DISTRICT OF HIGHLAND PARK**

WHEREAS, Park District of Highland Park (Park District) owns and operates a Park currently referred to as Community Park (“Park”); and

WHEREAS, the Park District desires to name the Park “The Preserve of Highland Park”; and

WHEREAS, the naming and/or renaming of Park District Parks is governed by Park District Policy 4.02 “Policy for Naming or Renaming Parks, Buildings, and Facilities” (“Policy”); and

WHEREAS, section 4.02.2 of the Park District of Highland Park Policy & Procedure Manual authorizes the naming of a Park District Park by the affirmative vote of a four-fifths majority of the Board of Commissioners after discussion and a wait of at least sixty days before voting; and

WHEREAS, the Park District Board of Commissioners finds that it is in the best interest of the Park District and its residents to name the Park “The Preserve of Highland Park”;

THEREFORE BE IT ORDAINED by the Board of Commissioners of the Park District of Highland Park that:

1. The naming of the Park was first discussed by the Board of Commissioners at a meeting on December 3, 2019. At least sixty days have passed since that discussion.
2. The Park that is referred to as “Community Park” is hereby named “The Preserve of Highland Park”.
3. The Park District Executive Director or his designee is hereby authorized to take all action required to name the Park, including but not limited to, changing signs and logos, and notifying Park users and the general public of the name.

PASSED by roll call vote this 25nd day of February 2020.

ROLL CALL VOTE:

AYE: _____

NAY: _____

ABSENT: _____

APPROVED this 25th of February 2020

President, Board of Park Commissioners of the
Park District of Highland Park

ATTESTED and RECORDED this
25th of February 2020
and published in pamphlet form.

Secretary, Park District of Highland Park



Memorandum

To: Park Board of Commissioners
From: Mari-Lynn Peters, Director of Finance; Brian Romes, Executive Director
Date: March 31, 2020
Subject: **Northern Illinois Municipal Electric Collaborative (NIMEC) Bid for the RCHP**

Summary

The electric bid via NIMEC (Northern Illinois Municipal Electric Collaborative) for the Recreation Center came in at a lower rate than we currently pay and is secured through December 31, 2021. At that time, all-electric for all facilities will be up for bid.

Financial Impact

Currently, the District pays 5.664 cents/Kwh. The new rate came in at 5.4030 cents/Kwh. That equates to a .5% savings or annual expected savings of roughly \$5,000. Constellation had the lowest pricing. Commonwealth Edison's current fixed rate for similar accounts is 7.1 cents/Kwh and is expected to drop to approximately 6.7 cents/Kwh starting in June. The District has only had a rate this low once in the last 20 years.

Please note that NIMEC receives compensation from the electric supplier and no NIMEC representative is employed by Commonwealth Edison.

Recommendation

Staff recommends approval from the Park Board of Commissioners of the Constellation bid via NIMEC for RCHP in the amount of 5.4030 cents/Kwh.



Agreement Is Not
Valid Unless
Executed by Seller

**Constellation NewEnergy, Inc.
Electricity Supply Agreement – Fixed Price Solutions**

PARK DISTRICT OF HIGHLAND PARK ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. **We will apply all appropriate Taxes unless and until you provide a valid certification of tax exempt status.** Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1 Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Auction Revenue Rights Credits	Fixed
Capacity Costs	Fixed
Transmission Costs	Fixed
Transmission Loss Credits	Fixed
Line Loss Costs	Fixed
FERC Order 745 Costs	Fixed
Balancing Congestion Costs	Fixed
Transmission Reallocation Costs	Fixed

The contract prices contained in the Account Schedule include credit costs and margin. Any applicable RMR Costs are also included in the contract prices. Selecting "Transmission Costs" as "Fixed" means that these costs are included in your contract price and are not subject to change unless there has been a Change in Law pursuant to Section 5 of the General Terms and Conditions below. For clarity, we will not pass through any future changes in Transmission Costs based on the UDC's regular adjustments to Network Transmission Service and Transmission Enhancement rates.

Renewable Portfolio Standards Costs ("RPS Costs"). Pursuant to the Future Energy Jobs Bill (Illinois Public Act 099-0906) charges for RPS Costs are now collected as UDC Delivery Charges ("RPS UDC Charges"). If during the term of this Agreement, some or all of the RPS UDC Charges are no longer invoiced as UDC Delivery Charges, Seller will pass those charges through to Customer.

FOR INTERNAL USE ONLY

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the ISO-published Day Ahead Locational Based Marginal Price for the applicable residual zone ("LMP") + \$.017000/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). If you have elected to receive a single bill from us for one or more of the Account(s) served hereunder, we will invoice you for all UDC Charges and related Taxes for those Account(s) ("Seller Consolidated Billing"). If you have elected to receive a single bill from the UDC for one or more of the Account(s) served hereunder, the UDC will invoice you for all of our charges and all UDC Charges and related Taxes for those Account(s) ("UDC Consolidated Billing"). Otherwise, we will invoice you for all our charges and the UDC will invoice you for all UDC Charges and related Taxes for those Account(s) which we refer to as "Dual Billing." Initially all your Account(s) will be billed as follows, which may change based on your Account(s) eligibility: **Seller Consolidated Billing.** All amounts charged are due in full within sixty (60) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less; and we may withhold any payments due to the UDC until we receive such payments. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Illinois, your aggregate consumption and usage during any 12 month period is greater than 15,000 kilowatt-hours and that the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at CustomerCare@Constellation.com.

Authorization. You authorize the UDC to provide us with your historical and future energy billing and usage data (which includes your electricity usage levels for distinct time periods as short as 30 minutes, to the extent that this information has been recorded and retained by the UDC). This authorization is for purposes of the development and provision of current and future products or services in connection with the services contemplated in this Agreement, and will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-844-6-ENERGY. We reserve the right to cancel this Agreement in the event you rescind the authorization.

FOR INTERNAL USE ONLY

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Commonwealth Edison	COMED	1-800-334-7661

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]


FOR INTERNAL USE ONLY

Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: Park District of Highland Park

Signature: _____

Signature: 

Printed Name:

Printed Name: *Brian Romes*

Title:

Title: *Executive Director*

Address: 1001 Louisiana St. Constellation Suite 2300
Houston, TX 77002

Date: *3/3/20*

Attn: Contracts Administration

Address: 636 RIDGE RD
HIGHLAND PARK, IL 60035-4361

Fax: 888-829-8738

Fax: *847 831 9817*

Phone: 844-636-3749

Phone: *847 579 3138*

Email: *BRomes@PdHp.org*

FOR INTERNAL USE ONLY

©2020 Constellation Energy Resources, LLC. All rights reserved.

Errors and omissions excepted. Std. Short Form_v.2010 Rev Nov-01-2017 ()

Sales Rep: Jason Bessert

G326544.45816.0 Printed: 3/2/2020

General Terms and Conditions

1. Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights Credits" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be reasonably calculated by us as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by an Account's applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by us.

"Balancing Congestion Costs" means any costs or charges imposed by the ISO in complying with the Federal Energy Regulatory Commission's Order on Rehearing and Compliance regarding Docket Nos. EL16-6-002, EL16-6-003 and ER16-121-001 (January 31, 2017).

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015).

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule.

"FERC Order 745 Costs" means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed," the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

"Non Time Of Use" or "NTOU" means all hours of each day.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC.

"Renewable Portfolio Standards Costs" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law.

"RMR Costs" or "Reliability-Must-Run Costs" means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"Transmission Costs" means the charge for Network Transmission Service and Transmission Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below.

"Transmission Loss Credits" means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

"Transmission Reallocation Costs" means a charge or credit, as applicable, imposed by the ISO specifically for: (i) the Current Recovery Charges; and (ii) the Transmission Enhancement Charge Adjustments (each of (i) and (ii) as defined in the settlement agreement approved by FERC as of May 31, 2018 in Docket Number EL05-121-009 for the time periods identified therein and implemented in the OATT Schedule 12-C Appendices A and C, respectively, and as may subsequently be amended). Any modifications or conditions to the treatment of the Transmission Reallocation Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 below.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days

FOR INTERNAL USE ONLY

written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if

such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution,

FOR INTERNAL USE ONLY

©2020 Constellation Energy Resources, LLC. All rights reserved.

Errors and omissions excepted. Std. Short Form_v.2010 Rev Nov-01-2017 ()

Sales Rep: Jason Bessert

G326544.45816.0 Printed: 3/2/2020

delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and

FOR INTERNAL USE ONLY

ACCOUNT SCHEDULE:

For: Park District of Highland Park

The Pricing set forth below is only valid until 5:00 PM Central Prevailing Time on March 2, 2020

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.

Please verify that your specific information is COMPLETE and ACCURATE.

Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 1

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
COMED	2990529007	1201 PARK AVE W, HIGHLAND PARK, IL 600352204	05/27/20	12/26/21	\$0.05403

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to Glenview Consulting Corp. ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

FOR INTERNAL USE ONLY



Memorandum

To: Park Board of Commissioners

From: Dan Voss, Director of Parks; Brian Romes, Executive Director

Date: March 31, 2020

Subject: **2020 Landscape Services Bid**

Summary/Background

The Park District of Highland Park received four bids on March 17, 2020, for the 2020 Landscape Services Bid. The bid proposal specifies weekly mowing and additional landscaping tasks, including weeding, edging, pruning, mulching, perennial maintenance and leaf collection at twelve (12) park sites and eleven (11) alternate Park District sites.

The base bid sites include the following parks: Brown, Carrol Snyder, Central, Devonshire, Founder's, Jens Jensen, Laurel, Moraine and Rory David Deutsch. Facility sites included in the base bid include the following: Hidden Creek Aquapark, Recreation Center of Highland Park and West Ridge Center.

Alternate site locations include the entrances at Centennial Ice Arena and Deercreek Racquet Club and the following parks: Cloverdale, Community, Lincoln Park, Memorial, Mooney, Old Elm, Rosewood, West Ridge and the garden areas at Sunset Woods Park.

Landscaping services at NSSRA's new building on Lake Cook Road was also included as an alternate. If selected, NSSRA would create a separate contract with the awarded bidder.

The work specified in the bid would take place primarily over 26 weeks, beginning approximately the third week of April and continuing through the second week of October.

Bid Results

2020 Landscape Services Bid Tabulation - Base Bid													
Tuesday, March 17, 2020 @ 2:00pm													
Contractor Name	Brown Park	Carroll Snyder Park	Central Park	Devonshire Park	Founder's Park	Hidden Creek Aquapark	Jens Jensen Park	Laurel Park	Moraine Park	Recreation Center of HP	Rory David Duetsch Park	West Ridge Center	Base Proposal
Langton Group, Woodstock	\$ 13,006.00	\$ 4,278.00	\$ 6,402.00	\$ 4,319.00	\$ 1,742.00	\$ 14,970.00	\$ 6,034.00	\$ 9,115.00	\$ 11,026.00	\$ 5,907.00	\$ 1,742.00	\$ 6,229.00	\$ 84,770.00
Twin Oaks Landscaping, Oswego	\$ 13,521.00	\$ 6,644.00	\$ 8,230.00	\$ 9,117.00	\$ 3,240.00	\$ 19,103.00	\$ 8,680.00	\$ 13,568.00	\$ 14,725.00	\$ 11,247.00	\$ 1,785.00	\$ 8,385.00	\$ 118,245.00
Fleck's Landscaping, Wheeling	\$ 14,308.00	\$ 4,747.00	\$ 4,238.00	\$ 2,489.00	\$ 1,645.00	\$ 10,408.00	\$ 3,827.00	\$ 6,816.00	\$ 9,604.00	\$ 5,928.00	\$ 551.00	\$ 5,024.00	\$ 69,585.00
Landscape Concepts Management, Grayslake	\$ 14,468.00	\$ 7,220.00	\$ 5,368.00	\$ 3,835.00	\$ 3,315.00	\$ 12,477.00	\$ 7,881.00	\$ 5,862.00	\$ 16,806.00	\$ 5,742.00	\$ 2,879.00	\$ 18,526.00	\$ 104,379.00

2020 Landscape Services Bid Tabulation - Alternates													
Tuesday, March 17, 2020 @ 2:00pm													
Contractor Name	Alternate 1 Centennial Ice Arena	Alternate 2 Cloverdale Park	Alternate 3 - Community Park	Alternate 4 Deercreek Racquet Club / Fink Park	Alternate 5 Lincoln Park	Alternate 6 Memorial Park	Alternate 7 Mooney Park	Alternate 8 NSSRA	Alternate 9 Old Elm Park	Alternate 10 - Rosewood Park	Alternate 11 - Schwartz Garden @ Sunset	Alternate 12 - West Ridge Park	
Langton Group	\$ 1,742.00	\$ 6,097.00	\$ 43,550.00	\$ 14,300.00	\$ 6,435.00	\$ 6,422.00	\$ 8,710.00	\$ 1,742.00	\$ 9,715.00	\$ 12,643.00	\$ 1,742.00	\$ 12,797.00	
Twin Oaks Landscaping	\$ 4,025.00	\$ 7,471.00	\$ 23,790.00	\$ 11,760.00	\$ 9,550.00	\$ 7,045.00	\$ 9,078.00	\$ 4,888.00	\$ 4,768.00	\$ 8,335.00	\$ 2,250.00	\$ 13,230.00	
Fleck's Landscaping	\$ 1,652.00	no bid	no bid	\$ 5,924.00	\$ 3,618.00	\$ 2,727.00	\$ 4,482.00	\$ 762.00	\$ 6,853.00	\$ 5,058.00	\$ 805.00	\$ 9,055.00	
Landscape Concepts Management	\$ 7,198.00	\$ 6,882.00	\$ 37,050.00	\$ 17,906.00	\$ 6,563.00	\$ 6,518.00	\$ 7,592.00	\$ 2,459.00	\$ 11,450.00	\$ 11,176.00	\$ 1,825.00	\$ 5,863.00	

Financial Impact

Total Available Budgeted Funds for Landscape Services	\$101,000.00
Base Bid Proposal Price	\$ 69,585.00
Alternates 1, 4-7, 9-11	<u>\$ 31,119.00</u>
Total Proposal Price	\$100,704.00
Anticipated Amount under budget	<u>\$ 296.00</u>

Recommendation

Staff recommends approval from the Park Board of Commissioners acceptance of the base bid proposal and alternates 1, 4-7, 9-11 from Fleck's Landscaping in the total amount of \$100,704.00. Staff recommends rejecting alternates 2, 3, and 12. NSSRA intends to proceed with alternate 8. References were favorable to the performance of Fleck's Landscaping.



Memorandum

To: Park Board of Commissioners

From: Dan Voss, Director of Parks; Brian Romes, Executive Director

Date: March 31, 2020

Subject: **2020 Routine Grounds Maintenance Service Bid**

Summary

The Park District of Highland Park received four bids on March 17, 2020 for the Routine Grounds Maintenance Services Bid. The bid proposal specifies weekly mowing and string trimming at 22 park sites and 9 alternate sites.

The work specified in the bid would take place primarily over 26 weeks, beginning approximately the third week of April and continuing through the second week of October.

Bid Results

2020 Routine Grounds Maintenance Services Bid Tabulation										
Tuesday, March 17, 2020 @ 2:00pm										
Contractor Name	Base Proposal	Alternate 1 - Cloverdale Park	Alternate 2 - Danny Cunniff Park east parkway	Alternate 3 - Fink Park	Alternate 4 - Heller Nature Center	Alternate 5 - Kennedy Park	Alternate 6 - Lincoln Park	Alternate 7 - Millard Park	Alternate 8 - Mooney Park	Alternate 9 - Sleepy Hollow Park
Langton Group, Woodstock	\$ 107,250.00	\$ 3,484.00	\$ 19,510.40	\$ 14,981.20	\$ 1,742.00	\$ 10,452.00	\$ 6,968.00	\$ 3,484.00	\$ 9,058.40	\$ 6,097.00
Landscape Concepts Management, Grayslake	\$ 130,104.00	\$ 5,928.00	\$ 5,200.00	\$ 15,496.00	\$ 3,640.00	\$ 9,464.00	\$ 8,164.00	\$ 3,692.00	\$ 9,464.00	\$ 7,280.00
Fleck's Landscaping, Wheeling	\$ 76,544.00	\$ 2,496.00	\$ 13,962.00	\$ 13,754.00	\$ 910.00	\$ 6,240.00	\$ 5,330.00	\$ 2,002.00	\$ 6,552.00	\$ 4,368.00
Balanced Environments, Inc., Old Mill Creek	\$ 45,501.56	\$ 1,499.94	\$ 8,399.99	\$ 6,450.00	\$ 374.92	\$ 3,750.00	\$ 3,000.40	\$ 1,200.00	\$ 3,900.00	\$ 2,625.00

References from the lowest bidder, Balanced Environments, Inc. were favorable.

Financial Impact

Total Budgeted Funds for Routine Grounds	\$69,542.47
Base Bid Proposal Price	\$45,501.56
Alternates 1-5, 7, 9	<u>\$24,299.85</u>
Total Proposal Price	\$69,801.41
Anticipated Amount <u>over</u> budget	\$ 258.94

Recommendation

Staff recommends approval from the Park Board of Commissioners acceptance of the base bid proposal and alternates 1-5, 7, 9 from Balanced Environments, Inc. in the amount of \$69,801.41.



Memorandum

To: Board of Park Commissioners

From: Mitch Carr Director of Recreation and Facilities; Brian Romes, Executive Director

Date: March 31, 2020

Subject: **2020 License Agreement with the North Shore Yacht Club**

Background

The North Shore Yacht Club (NSYC) is a not-for-profit organization that promotes and encourages safe boating techniques and has a long history of providing boating education for its members, and the Highland Park community. In addition, the NSYC provides recreational program opportunities in the area of non-motorized boating to the general public for which the Park District of Highland Park (PDHP) does not otherwise provide. The attached License Agreement allows the NSYC to exclusively use Park District of Highland Park property during certain identified times as outline in the agreement, as well as the ability to store NSYC equipment on the property for purposes of delivering programming to the boating community. Substantial changes in the 2020 agreement when compared to the 2019 agreement are as follows:

- The Agreement term will be from April 1, 2020 – December 31, 2020 to allow future contract terms to begin on the Park Districts fiscal calendar year.
- The Park District has agreed to provide standard season opening and season closing duties for the building and beach, as well as provide routine maintenance of the building and weekly grooming of the beach throughout the boating season. However, “Emergency” maintenance requests that may be needed to the sand ramp or dock that specifically support NSYC events, and are outside the District’s scheduled maintenance, will be billed as additional fees to NSYC.

Financial Impact

The License Agreement Fee for NSYC is \$6,500 in line with what was budgeted for 2020.

Recommendation

Staff recommends approval from the Park Board of Commissioners authorization for the Executive Director to enter into the 2020 License Agreement with the North Shore Yacht Club.

2020 LICENSE AGREEMENT

This License Agreement (“Agreement”) is made as of this _____ day of ____ 2020, but is effective April 1, 2020 by and between the PARK DISTRICT OF HIGHLAND PARK, an Illinois park district and unit of local government (“District”) and NORTH SHORE YACHT CLUB an Illinois not-for-profit corporation (“NSYC”). District and NSYC are hereinafter sometimes referred to individually as a “Party” and together as the “Parties.”

Recitals

WHEREAS, District is the lessee of certain property owned by the City of Highland Park located at 8 Park Avenue, Highland Park, IL (the “Property”) and the owner of certain personal property and buildings located on the Property which is maintained and operated by District as a public boating and fishing facility; and

WHEREAS, NSYC is a not-for-profit corporation that promotes and encourages boating and safe boating techniques and has a history of providing boating education and activities related to boating for its members and the general public; and

WHEREAS, NSYC has for many years been an affiliate organization of the District and as such provides recreational program opportunities to the general public which the District is permitted to but might not otherwise provide; and

WHEREAS, NSYC has warranted to the District that its membership and activities are open and available to all persons on an equal basis; and

WHEREAS, District has for many years permitted NSYC to use various portions of the Property to conduct activities consistent with NSYC’s charter and the District’s recreational mission, including the provision of boating lessons for NSYC program participants, NSYC business related to its boating activities, and social events related to its boating activities (collectively, the “Licensed Activities”) during days and times as agreed to by the District; and

WHEREAS, NSYC desires to be able to continue to conduct the Licensed Activities including the provision of boating lessons for NSYC program participants, at and from the Property, and District has determined that permitting such continued use on and subject to the terms and conditions hereinafter set forth in this Agreement is in the District’s and the public’s interest.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated into this Agreement, and made part hereof, and all covenants, terms, conditions and provisions hereinafter contained shall be interpreted and construed in accordance therewith.

2. Term. This Agreement shall commence effective April 1, 2020 and, unless sooner terminated as provided in this Agreement, shall expire at midnight on December 31st, 2020. The term of this Agreement shall automatically renew for additional one (1) year terms (each commencing on January 1) unless the Park District delivers notice of non-renewal at least thirty (30) days prior to the expiration of the term or any renewal term. If the Park District elects not to renew and this Agreement terminates on December 31 of any year, the Park District shall permit NSYC to holdover for not more than 120 days, but only for the purpose of storing personal property and not for operating any programs.

3. Licenses and Permission. District hereby grants NSYC and NSYC accepts from the District --subject to the terms, covenants and agreements herein contained—1) a non-exclusive, non-assignable license to use the building commonly known as the “Clubhouse” and 2) an exclusive, non-assignable license to use following portions of the Property: A) designated space in the “garage” building located immediately south of the Clubhouse (“Garage”); B) the room adjacent to the Clubhouse containing storage lockers (“Locker Room”); C) 18 spaces in the District’s boat storage racks located on the beach proximate to the Clubhouse (“Boat Rack”); D) designated spaces on the cable lock-up fixture located on the beach proximate to the Clubhouse (“Cable Lock-Up”); E) space number 102 on the south parking pad (“Space 102”); F) two storage spaces (“Spaces 103 and 104) suitable for storing an 18-foot sailboat on a trailer and one additional empty trailer; and G) if available, additional storage space for the NSYC committee boat on the south pad or, if unavailable, the use of the 50/50 lot behind the reclamation building (the “Alternative Storage Spaces”), all as more specifically depicted on Schedule F. The licenses granted herein are collectively referred to as the “License” and the portions of the Property for which the License is granted is sometimes collectively referred to as the “Licensed Facilities” or individually as a “Licensed Facility”.

NSYC may not use any other areas of the Property for storage purposes without prior written approval of the Park District. In addition, the NSYC agrees and covenants to comply with the maximum Yacht Club building occupancy, posted by the Highland Park Fire Department, of 60 members/guests at any given time.

The District reserves the right, but shall be under no obligation, to enter upon the Licensed Facilities at any time(s) to inspect them for compliance by NSYC with the provisions of this Agreement, to make such repairs as the District shall deem necessary or advisable, and for all other lawful reasons.

4. Fee. In consideration of the License granted NSYC under this Agreement, NSYC shall pay a fee to District (“License Fee”). The fee shall be in the amount of Six Thousand Five Hundred Dollars (\$6,500) per year. The License Fee shall be paid in two equal installments each as follows:

2020:

First Payment of \$3,250 Due on or before: April 1, 2020

Second Payment of \$3,250 Due on or before: August 1, 2020

If NSYC is delinquent in any payment more than ten (10) days past the date for payment specified above, a notice will be sent to NSYC at the physical address and email address set forth in this Agreement (“Notice of Non-Payment”). If the NSYC does not satisfy any delinquent payment within five (5) business days after receipt of the Notice of Non-Payment, the District shall have the option to suspend the License or terminate this Agreement immediately upon notice to NSYC.

5. No Assignments/Agreements without District Consent. NSYC shall not license or grant to third parties, in whole or in part, its rights under this agreement other than to rent lockers in the Locker Room to NSYC members. Further, NSYC shall permit only members, their guests, and program participants to use the Licensed Facilities. In particular, neither NSYC nor its members shall use any portion of the Licensed Facilities to store any equipment or personal property (including but not limited to sails, Stand Up Paddle masts, oars, rudders or life jackets) that is not owned by NSYC, its members, or the District. Further, NSYC shall not enter into any agreements concerning the Licensed Facilities or teaching programs which compete with similar Park District programs with any person, entity, contractor or subcontractor (other than the locker rentals) without the express prior written consent of the District.
6. Use of Licensed Facilities/Specified Times. NSYC shall have use of the Clubhouse at the times specified in Schedule “A” attached to and incorporated in this Agreement. NSYC shall have the use of Garage, Locker Room, Boat Rack, Cable Lock-Up, Spaces 102, 103, and 104, as depicted in Schedule “F” and, if available, the Alternative Storage Spaces, at all times. District reserves the right to use or permit third parties to use, the Clubhouse at any time or times when not in use by NSYC pursuant to the schedule set forth in Schedule “A”. Any requests for alterations of the set schedule for the NSYC must be in writing to the District at least 10 (10) business days prior to the NSYC committing to the use of the facility. NSYC must receive prior approval from District prior to scheduling any activity on dates/times not identified on Schedule “A”. Schedule “A” may be modified in writing by agreement of NSYC and District. The Parties acknowledge that NSYC may decide to cancel a scheduled use of the Clubhouse. In that event it is essential that the Clubhouse be available for use by the District or other persons. Accordingly, NSYC shall inform District immediately if it will not be using the Clubhouse for a Social Event Date on any of the dates/times scheduled for NSYC’s use, but not later than ten (10) business days before the scheduled event. District acknowledges that other reserved dates/times for the use of the Clubhouse are weather dependent and that advance notice of non-use may not be feasible.
7. Condition of Licensed Facilities. As of the date hereof, NSYC is aware of the following condition issues identified in Schedule E and, subject to the terms of this section, accepts the Licensed Facilities in an as-is, where-is condition, with all faults. The District shall perform the repairs as listed in Schedule E. Within five (5) days from discovery, NSYC shall advise District of any additional safety or repair issues in written format to District.

NSYC shall not use extension cords in the Licensed Facilities except in compliance with manufacturer recommendations and for Temporary Use (“Temporary Use” being defined as an extension cord being plugged in for no more than 12 consecutive hours and no more than 40 total hours out of any 72-consecutive hour time period) unless such use is approved by the District.

8. Insurance. NSYC shall obtain and maintain the insurance as set forth on Schedule “B”. All liability insurance maintained by NSYC shall name the District, its officers, agents, and employees and volunteers as an additional insured. It shall be a condition of the License that Licensee shall provide District with certificates of insurance demonstrating compliance with the minimum insurance requirements set forth in Schedule “B”. A copy of the certificate of insurance must be provided to the District upon renewal of each term of the Agreement. Upon NSYC’s failure to obtain or maintain the required insurance, the District shall have the option to suspend the License or terminate this Agreement immediately upon notice to NSYC. Alternatively, the District has the option, but not the obligation, to obtain such insurance for NSYC and charge NSYC 110% of the cost thereof, which amount shall be paid on demand.
9. Custodial Fees. NSYC shall pay all custodial/maintenance fees in accordance with the attached Schedule “C” for the current boating season. This fee must be paid in full by August 1, 2020.
10. Maintenance. Maintenance responsibilities shall be shared by the Parties as follows:

- a. Except for damage or misuse caused by NSYC or its members or as otherwise provided in this License Agreement, District shall be responsible for maintaining the Licensed Facilities and its systems in good repair and for cleaning the Licensed Facilities (except as noted in the attached Schedule C and Section 9 herein”).

Maintenance required because of breakage, vandalism or other unanticipated circumstances must be directed by NSYC to District’s Park Avenue Manager. Action on such requests will be at the reasonable discretion of the District, subject to budgetary and appropriation constraints. In the event District determines not to perform any repair/replacement for which it receives notice from NSYC in a reasonable time, NSYC shall have the option to terminate the License by giving no less than 14 days prior written notice thereof to District and, except for accrued obligations of the Parties under this License, the Agreement shall thereupon cease.

- b. Except as otherwise provided in subparagraph 10.a above, NSYC shall at all times be responsible for maintaining in a clean, neat and sanitary condition the Licensed Facilities, including the storage areas reserved for use by NSYC and/or its members in the Clubhouse and

including the kitchen after use by NSYC. NSYC shall, after any licensed use, remove all food waste and other garbage from the Clubhouse by placing same in the dumpsters located on the south parking pad. The NSYC shall sweep out the Yacht Club building at the end of every day its members use the facility. It is understood that the NSYC is not responsible for the general cleaning of the Clubhouse restrooms. However, if it is determined by the Park District staff, that the Yacht Club building was not cleaned properly, as described above, the NSYC will be subject to an additional \$50 cleaning fee (not covered by Schedule C custodial/maintenance fees) for each occurrence.

- c. A maintenance checklist form as provided by District shall be used for establishing standards for clean-up and evaluating the Licensed Facilities' condition following licensed usage.

11. Items of Personal Property. The District shall have no liability to NSYC, its members, guests or other NSYC patrons regarding any stolen, missing, lost or broken items of personal property. NSYC, its members, guests or other NSYC patrons shall have no claim for loss of value, loss of use, consequential damages, or any other claim against the District for any item of personal property. NSYC shall indemnify and hold the District harmless against any claim by its members, patrons or guests arising or resulting from any stolen, missing, lost or broken items of personal property. Nothing herein shall be construed to characterize the District as a bailee or NSYC, and its members, patrons and guests, as bailors.
12. Rules and Regulations. Except as otherwise expressly provided in this License Agreement, both NSYC and any member(s) of NSYC reserving a Licensed Facility for their own use, shall comply with and adhere to the general procedures, rules and regulations of the District governing application for use of Licensed Facility. NSYC shall comply with all other applicable laws, ordinances, rules and regulations in the conduct of its activities at and its use of the Property. District reserves the right to revise its current rules and regulations pertaining to the Licensed Facilities and to promulgate such other and additional rules and regulations as in its reasonable judgment may from time to time be needed for safety, care, cleanliness and reputation of the Property, including without limitation the Licensed Facilities, and for the preservation of good order therein and to ensure that its use is in conformity with all applicable laws. Provided, however, that NSYC may terminate this License Agreement upon five (5) days prior written notice, if in the reasonable opinion of NSYC any of the rules and regulations singularly or together, effectively deny the NSYC continued use of the Licensed Facilities as contemplated by this License and, in such event, NSYC shall be responsible only for such payments and the performance of such other obligations as shall have accrued prior to the date of termination. All rules and regulations shall be binding upon the Parties with the same force and effect as if they had been inserted herein at the time of the execution of this License Agreement.

13. Hold Harmless. To the fullest extent permitted by law, NSYC shall defend, indemnify and hold harmless District, its officers, employees and agents and their successors and assigns, from and against any and all claims or demands of whatsoever nature, including without limitation claims or demands for loss of, or damage to property or for injury or death to any person from any cause whatsoever directly or indirectly arising from, related to or connected with NSYC's use of the Licensed Facilities, or the conduct by NSYC of its organized activities or events on the Property and/or Licensed Facilities, or the grant of the License hereunder. NSYC shall pay all costs and expenses, including without limitation court costs and attorney's fees, which shall be incurred by or imposed on District either in enforcing the terms of this License or in any litigation or other proceeding to which District may be made a party relating to the License or NSYC's use of the Property (other than proceedings brought by District or NSYC to enforce the provisions of this License Agreement where judgment is entered on all counts in favor of NSYC). Provided, however, that NSYC shall have no liability hereunder for bodily injuries sustained or property damage suffered by, or the death of, any person where such injury, death or damage resulted from an intentional wrongful act of willful and wanton conduct of the District or its employees or agents. Further provided that NSYC shall have no liability for bodily injuries sustained or property damage suffered by, or the death of any member of the general public using the Licensed Facilities, unless such injuries, damage or death occurred by reason of damage to the Property or Licensed Premises caused by NSYC, its officers, members, invitees or guests, or during an activity sponsored, organized or supervised by NSYC. Nothing herein provided is intended to waive nor shall it waive any of the immunities afforded District under the "Local Government and Governmental Employees Tort Immunity Act" and District shall continue to have all of the protections and immunities provided by said Act as now or hereafter amended. The scope of the indemnity herein described shall not be limited by the insurance coverage required herein, the parties agreeing and acknowledging that such coverage being only a minimum amount reasonably necessary to cover the risks for the activities permitted under this License.
14. Alcohol. NSYC shall not make available for consumption on the Property any alcoholic beverages unless NSYC shall have first complied with the District's "Application to Serve Alcoholic Beverages and Acquire Host Liquor/Liquor Liability Insurance", attached hereto as Schedule "D", and any and all other ordinances, rules or regulations, as modified from time to time by District as otherwise modified by the terms of this License Agreement, as the same relate to sale, delivery, or consumption of alcoholic beverages. If the District permits NSYC to deliver alcohol on the Property, NSYC will be solely responsible for compliance with all applicable State and local licensing requirements.
15. Alterations to Licensed Facility. NSYC shall make no alterations in or additions to the Licensed Facilities or any other part of the Property without District's prior written consent. Any alterations permitted by the District shall become the property of the District and NSYC shall have no claim for payment or reimbursement for any costs related thereto.
16. Property Loss. If the Clubhouse is made unusable or untenable by fire or other casualty, District may elect to terminate the License as of the date of the fire or casualty by giving

notice to NSYC within forty-five (45) days after that date. If District elects to repair, restore or rehabilitate the Clubhouse at District's expense within one hundred twenty (120) days after District is enabled to take possession of the Clubhouse and undertake reconstruction or repairs, this License shall not terminate, but the License Fee shall be abated on a per diem basis while the Clubhouse is unusable or untenable. District shall advise NSYC promptly in writing of the date District was enabled to take possession of the Clubhouse and undertake reconstruction or repairs. If District elects to repair, restore or rehabilitate the Premises and does not substantially complete the work within the one hundred twenty (120) day period, NSYC may terminate the License as of the date of the fire or casualty provided NSYC gives written notice to District no later than one hundred thirty (130) days after District is enabled to take possession of the Clubhouse and undertake reconstruction or repairs. In the event of termination of the License pursuant to this paragraph, the License Fee shall be apportioned on a per diem basis and be paid to the date of such fire or casualty. If District elects not to repair NSYC may terminate the License by giving written notice to District within thirty (30) days after NSYC is advised by District of its election not to repair. Notwithstanding the foregoing, in order to continue to use portions of the Licensed Facilities to perform its Licensed Activities, NSYC may elect to terminate this License as to that part of the Licensed Facilities that are so damaged, and the Licensed Fee shall be adjusted in a reasonable manner.

With respect to any loss generally covered under the classification "Fire and Extended Coverage Insurance," the one suffering said loss releases the other of and from any and all claims and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof.

17. State of Imminent Danger of Loss of Life or Property. In the event of a bona fide emergency (which for purposes of this paragraph shall mean reasonably perceived state of imminent danger of loss of life or property), District may, but shall not be obligated to, cure without notice any uncured default by NSYC under this License and whenever District so elects, all costs and expenses incurred, including attorneys' fees, shall be paid by NSYC to District on demand. Alternatively, in the event of a bona fide emergency, as herein defined, District shall have the option to suspend the License or terminate this Agreement immediately upon notice to NSYC.
18. Damage to Property. NSYC shall be responsible for all damage caused by NSYC, its members or its or their invitees done to any of the District's furniture, fixtures and equipment located in or about the Licensed Facilities, ordinary wear and tear and loss by fire or other casualty not the fault of NSYC excepted. NSYC shall also be responsible for any and all damage done to all or any part of the Licensed Facilities or Property by NSYC, its employees, agents, members and invitees, and NSYC shall promptly reimburse District for the full cost for repair of all such damages or replacement. NSYC shall return the Licensed Facilities fixtures and equipment to District at the termination of the License in as good a condition as it received same, reasonable wear and tear and damage by fire or other casualty not the fault of NSYC and poor condition cause by failure of the District to carry out its repair and maintenance obligations under this Agreement excepted.

19. Written Notices. All notices, requests, demands, payments, donations, or other communications with respect to this Agreement shall be in writing and shall be deemed to have been duly given upon delivery or refusal of addressee to accept delivery, addressed as follows (or to such other persons or addressees as may be designated by notice given to the other Party in accordance with this Paragraph 13): Notice may be sent by personal delivery, fax or email notice is deemed received with proof of receipt by the intended recipient.

A. NORTH SHORE YACHT CLUB
PO BOX 12
Highland Park, IL 60035

And to:

Attention: Laura Knapp, NSYC Commodore
700 College Place
Highland Park, IL 60035
laura@studiohp.net
847-757-0480

B. PARK DISTRICT OF HIGHLAND PARK
636 Ridge Road
Highland Park, IL 60035
Attention: Brian Romes, Executive Director
bromes@pdhp.org

With Copy to:

Adam Simon
Ancel, Glink
140 S. Dearborn
6th Floor
Chicago, Illinois 60603
asimon@ancelglink.com

20. Miscellaneous Provisions

A. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof, and supersedes any and all previous communications and understandings, oral or written, between the Parties. This Agreement cannot be modified or amended unless in writing signed by both Parties and dates a date subsequent to the date of this Agreement.

- B. The headings of the paragraphs of this Agreement are for convenience and reference only, do not form any part of the Agreement, and in no way modify, interpret or construe the meaning of any provision of this Agreement, or the intent of the Parties.
- C. Nothing contained in this Agreement is intended, or shall be interpreted or construed, as creating any partnership or joint venture between the Parties, or as either expressly or implicitly providing any right, privilege or benefit of any kind whatsoever to any person or entity that is not a Party to this Agreement, or as acknowledging, establishing or imposing any legal duty or obligation on the part of either Party to any third party.
- D. This Agreement shall inure to the benefit of, and be binding upon the Parties and their respective permitted successors and assigns, provided however that neither this Agreement nor any right, interest or obligation of NSYC under this Agreement may be assigned in whole or in part by NSYC to any third party without the prior written consent of the District which the District may grant or withhold in its sole discretion, other than as provided in Section 5.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any dispute arising under this Agreement shall be exclusively in the Circuit Court of Lake County, Illinois.
- F. Survival. All repair and restoration, insurance and indemnification obligations, and all releases and waivers, described herein shall survive the expiration or earlier termination of this Agreement.
- G. CONTRACT CONSTRUCTION.
The rule of contract law that any ambiguity in an agreement shall be construed against the party drafting the Agreement shall not be applicable to construction of this Agreement, as the Parties acknowledge they have been represented by counsel in regard to the negotiation and finalizing of this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof, as of the year and date first above written.

NORTH SHORE YACHT CLUB

PARK DISTRICT OF HIGHLAND PARK

By: _____

By: _____

Its: _____

Its: _____

Attest: _____
Secretary, Board of Park Commissioners

SCHEDULE “A”
April 1, 2020 through December 31, 2020

Clubhouse: The North Shore Yacht Club shall have use of the clubhouse during the boating season at the following times:

1. NSYC Reserved Time: These are the times reserved at the beginning of the season for regular club activities.

Tuesday: 5:00 p.m. - 10:00p.m.

Thursday: 5:00 p.m. - 10:00p.m

Saturday: 8:00 a.m. - 2:00 p.m.

Sunday: 8:00a.m. - 10:00 p.m.

Saturday Evenings: The PARK DISTRICT shall reserve the Clubhouse for NSYC Events one Saturday evening per month for the months of June, July, September, October, and November, and for two Saturday evenings in August. These Dates may be reserved in advance of the public reservations which begin on February 1 of each year. The Saturday evening must be used for NSYC activities. Reserved time not used by NSYC will be made available to the PARK DISTRICT. The Clubhouse must be cleaned up (beginning 30 minutes prior to departure) and vacated on Friday nights by 10:00pm and Saturday nights by 11:00pm.

2. Open Time: All times not listed above are available and must be scheduled individually through the PARK DISTRICT. The PARK DISTRICT may reserve time for other activities in the Clubhouse. Open times not reserved will be made available to the North Shore Yacht Club at the discretion of the PARK DISTRICT. The availability of Open Time not reserved by the public may be reserved three weeks or less prior to the date desired and must be done through the PARK DISTRICT by a designated NSYC representative. If attendance for this request will exceed 15 individuals, normal rental procedures and fees may be required as determined by the PARK DISTRICT. The PARK DISTRICT will set its policies for making reservations.
3. Material Distribution: The NSYC will provide, upon request, the PARK DISTRICT with all membership and promotional material available for distribution. The PARK DISTRICT must be informed of proposed promotions, events and advertisements.
4. Season Parking Decals: PARK DISTRICT season parking decals are available through the PARK DISTRICT. Season parking decals (will be made available to non-resident NSYC members at a \$75 discount. Non-NSYC members attending Club events may request a complimentary one-day parking pass *on-site* through the NSYC Commodore or NSYC event manager

5. General: The PARK DISTRICT representative and NSYC Commodore will meet to arrange for day-to-day building usage items including, but not limited to: closets in the clubhouse, kitchen, locks, closing time, daily sweeping of the building and furniture.

SCHEDULE “B”
NOT-FOR-PROFIT ORGANIZATIONS/COMMUNITY GROUPS

I. Commercial General Liability Including: *Limits:*

- Bodily injury \$1,000,000 per occurrence
- Property damage \$2,000,000 annual aggregate
- Personal injury Occurrence Form
- Advertising injury
- Medical payments
- Marine
- ATHLETIC PARTICIPATION EXCLUSION DELETED (for athletic groups, programs, leagues)

1. Coverage to be considered if these exposures exist as a result of the group’s operations:

- Ownership, use or maintenance of property
- Incidental medical malpractice
- Sexual abuse and molestation (for the group, not the individual)
- Consumption or use of food products
- Liquor liability
- Workers Compensation

2. Accident Medical Insurance:

Sports groups should also consider purchasing Accident Medical Insurance that pays the medical bills of an injured participant or staff member as excess coverage after benefits are paid under any other collectible insurance. This coverage is often required in many sports liability insurance programs.

II. Directors and Officers Liability *Limits:*

- Wrongful acts \$1,000,000 per occurrence
 - Errors and omissions \$2,000,000 annual aggregate
- Claims-made Form

III. Liquor Liability *Limits:*

- Host liquor liability (serve liquor) \$1,000,000 or statutory
- Dram shop liability (sell liquor)
- Workers Compensation

SCHEDULE C

The PARK DISTRICT shall assign fixed rates regarding custodial and utility expenses incurred at the Clubhouse. The NSYC portion will be determined by using the expenses incurred one year prior to the current license agreement.

In addition, since staffing ceases on Labor Day weekend, all custodial service for the Clubhouse will also end. However, custodial service will still be provided for an occasional Clubhouse rental until the boating season ends during the second week of November.

Since Park Avenue staffing ends on Labor Day and the NSYC has continued use of the Clubhouse until the second weekend of November, the Park District will provide custodial service one day per week for these ten (10) remaining weeks. This additional custodial service will be solely incurred by the NSYC.

Finally, The PARK DISTRICT will provide season opening and closing services for the beach areas. These services include the installation of the beach cables, sand ramp for small craft vessel launching and the boat racks. The PARK DISTRICT will also provide weekly grooming services. These services should be considered customary for all small craft vessel patrons and not specific to NSYC. In the event that a severe weather event or large lake waves cause damage to any of the beach area, the PARK DISTRICT will conduct repairs and grooming services as soon as administratively possible for boating patrons. If the NSYC is in need of emergency repair services for their programs the PARK DISTRICT can provide these services. Direct costs for these services will be billed to the NSYC.

Electrical

\$ 407.62 NSYC usage: 30% (\$1,358.72) utility expense from previous year)

Custodial

\$ 600.00 NSYC portion: Opening Day to Labor Day

\$ 360.00 Additional NSYC usage (Labor Day through 2nd Saturday of November =
(Cleaned: 1x per week x 2 hours x 10 weeks x \$18.00/hr = \$360 yr.)

\$1,367.62 **NSYC Total Portion** (this fixed amount will be added to annual payments).

This fee must be paid in full by August 1, 2020.



Schedule D

**Park District of Highland Park
Application to Serve Alcoholic Beverages and Acquire
Host Liquor/Liquor Liability Insurance**

Serving

Anyone serving alcoholic beverages at a Park District facility must fill out the attached forms and obtain Host Liquor/Liquor Liability Insurance. This insurance is available through the Park District Risk Management Agency (PDRMA) Policy #ESE010658 for a fee of \$195 per event (maximum of 100 attendees) (\$215 per event for over 100 attendees). Fill out the attached form with payment and check made out to the Park District of Highland Park or credit card information. Application must be made a minimum of 10 business days before the event.

Selling

Anyone selling alcoholic beverages, even if by tickets, or as part of a paid meal, must obtain a license from the City of Highland Park. Authorization for a 48-hour "Class D" liquor license may be obtained from the City by sending a copy of the approved Park District of Highland Park's Special Permit For Serving Alcoholic Beverages at Functions to:

Mayor Nancy R. Rotering
City of Highland Park
1707 St. Johns Avenue
Highland Park, IL 60035

Include a check in the amount of \$25 per day made payable to the City of Highland Park.

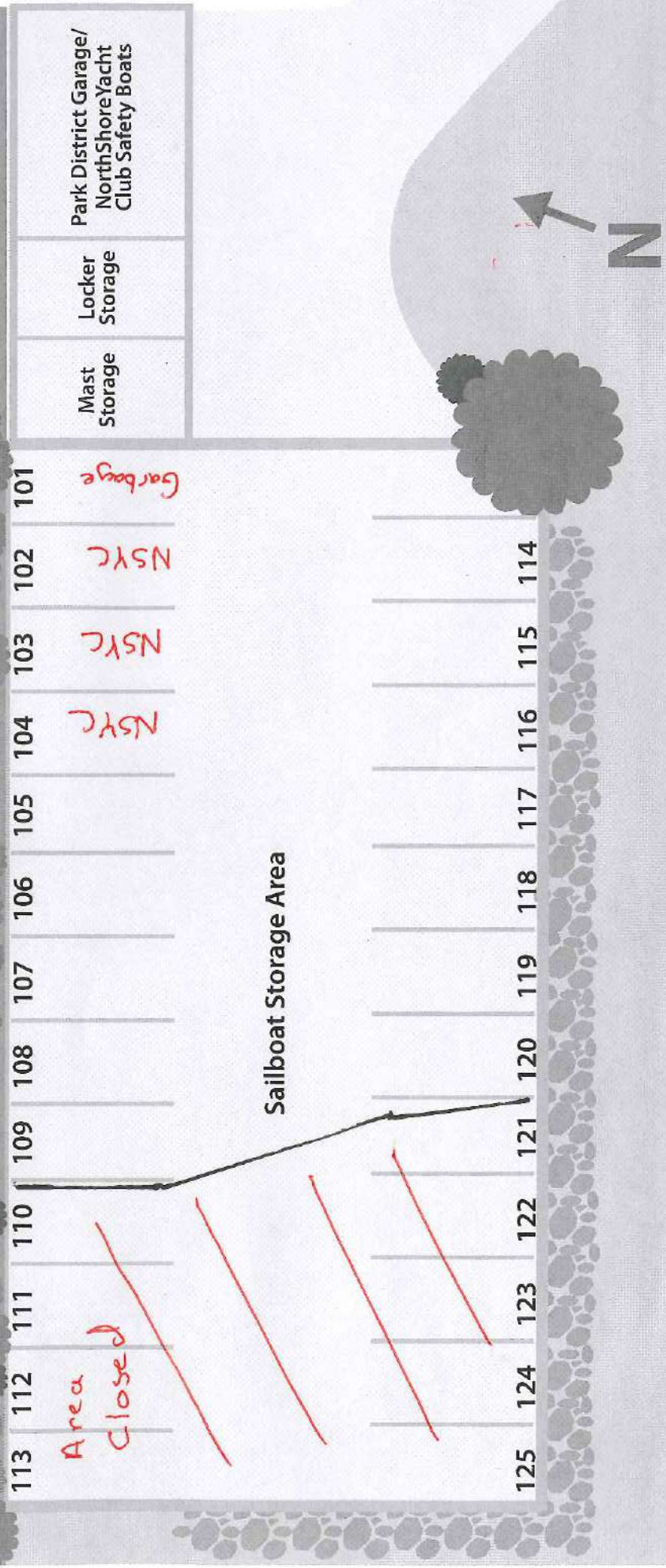
Dram Insurance in addition to the Host Liquor/Liquor Liability Insurance is required for any event where alcoholic beverages are sold. Total insurance cost for events of up to 100 people is \$365.

SCHEDULE E

Items for repair and timing of those repairs as discussed in meeting between Park District of Highland Park and North Shore Yacht Club on January 31, 2020.

1. Deck Condition. District will continue to maintain the deck, including refinishing and repainting, as needed.
2. Gutters. District will ensure all gutters are cleaned prior to the start of season and regularly check and clear debris throughout the season.
3. Lighting. District will ensure the navigation light by the hut is operational and repair and optimize light fixtures on and around the NSYC grounds prior to start of season.
4. Dampness. District will regularly inspect the clubhouse for dampness and dehumidify as needed. District will maintain as much clearance above the foundation on the rear of the clubhouse as possible.
5. Fireplace. District will clean the flue and repair the doors of the clubhouse fireplace prior to start of season.
6. Bathrooms. District will ensure clubhouse toilets are operational and do not “run”, showers and shower heads are operational, and stall locks are working prior to start of season.
7. Doors. District will maintain exit doors and door hardware for proper operation.
8. Window Screens. District will repair any torn or missing screens and install on all windows, prior to start of season.
9. Firepit. District will maintain firepit enclosure and metal cover, as needed.
10. Trees. District will evaluate and address any hazardous trees, as needed.
11. Beach Storage. District will tighten storage cables and replace space markers prior to start of season. District will replace broken rollers on tiered racks prior to start of season.
12. Sand Ramp. Complete installation of entire ramp, including all tiles, steel grates, and will be maintained prior to start of season, throughout season, subject to provisions outlined in schedule C

SCHEDULE F



Park Avenue Boating Facility
Park District of Highland Park
South Pad Storage



Memorandum

To: Park Board of Commissioners

From: Stephanie Rendler, Registration Supervisor; Mitch Carr, Director of Recreation & Facilities; Mari-Lynn Peters, Director of Finance

Date: March 31, 2020

Subject: **Revision to Policy #5.03 Refunds of District Fees**

Summary

The Park District amended its refund policy in 2018 to enact a minimum refund amount of \$3.00. Staff is proposing an increase of this minimum amount to \$10.00. At the current threshold, the cost of processing the refund is higher than the actual amount returned to the customer. Additionally, when refund checks are issued for less than \$10.00, they often are returned to the state as unclaimed property because those checks typically go uncashed by the recipient. 84 refunds under \$10 were issued to customers in 2019, the average amount returned was \$6.50.

For customers who have a refund due to less than \$10, customers will be offered a promotional coupon to use on Park District programs and services, instead of issuing a refund. The value of the promotional coupon may exceed the amount that would have been returned to the customer. Staff recommended guidelines are that all refund amounts less than \$5 receive a \$5 promotion coupon and refunds between \$5 and \$10, receive a \$10 promotion coupon.

Recommendation

Staff recommends approval from the Park Board of Commissioners a revision to Park District Policy #5.03 Refunds on District Fees, to reflect an increase to the minimum refund amount to \$10.00.



Memorandum

To: Park Board of Commissioners

From: Jeff Smith, Director of Planning and Projects; and Brian Romes, Executive Director

Date: March 31, 2020

Subject: **Request for Approval: Ordinance 2020-04 Approving the First Amendment to Intergovernmental Agreement By, Between and Among the Lake County Forest Preserve District, The Park District of Highland Park and the City of Highland Park**

Background

In 2002, the Park District of Highland Park entered into an Intergovernmental Agreement (IGA) with the Lake County Forest Preserve District (Forest Preserve) and the City of Highland Park (City) regarding Skokie River Woods. Under the IGA, the City acquired Skokie River Woods, with the Forest Preserve contributing towards the purchase. The City also granted conservation easements to the Forest Preserve over the Skokie River Woods Parcel as well as the adjacent Highland Park Country Club and Highland Park Woods Parcels. Under the IGA, the Park District agreed to maintain Skokie River Woods and construct trails on the property.

Since that time, the Park District has completed substantial restoration work within Skokie River Woods. Due to the high-quality condition of this area, all parties have agreed that trails should no longer be constructed through this property. In order to remove this obligation and make needed changes to the IGA to allow for the Park District to proceed with the planned conversion of the former Highland Park Country Club property to a passive recreation area, an amendment is required.

IGA Amendment

The Forest Preserve and City have negotiated and prepared the attached First Amendment to the IGA. The Amendment would:

- Acknowledge the change of ownership of the Golf Course and Highland Park Woods Parcels
- Amend the Golf Course Conservation Easement to allow the Park District to construct improvements in accordance with the Park District's Master Plan
- Remove the Park District's obligation to construct trails through the Skokie River Woods Parcel

- Obligate the Park District to construct a trail connection to Half Day Road along Compton Avenue
- Obligate the Park District to conduct a feasibility study of a trail connection between Half Day Road and Old Elm Road
- Obligate the City, in any future plans for the intersection of Half Day Road and Route 41, to accommodate a trail connection along Half Day Road that would connect to other regional trails and Forest Preserve properties
- Provide Forest Preserve approval of the City's plan to construct and operate a tree nursery on a leased portion of the Golf Course parcel

The IGA Amendment was approved on Tuesday, March 10, 2020, by the Lake County Forest Preserve District's Board. Upon approval by the Park Board of Commissioners, the IGA Amendment will go to the City Council for approval in April.

Recommendation

Staff recommends approval from the Park Board of Commissioners of the Ordinance No. 2020-04: Approving The First Amendment To An Intergovernmental Agreement By, Between And Among The Lake County Forest Preserve District, The Park District Of Highland Park, and The City Of Highland Park.

PARK DISTRICT OF HIGHLAND PARK

ORDINANCE NO. 2020-04

**AN ORDINANCE APPROVING THE FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
BY, BETWEEN AND AMONG
THE LAKE COUNTY FOREST PRESERVE DISTRICT,
THE PARK DISTRICT OF HIGHLAND PARK
AND THE CITY OF HIGHLAND PARK
(Southeast Corner Half Day Road and U.S. Route 41)**

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF PARK COMMISSIONERS OF THE PARK DISTRICT OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS.

A. The Parties to the First Amendment entered into that certain “INTERGOVERNMENTAL AGREEMENT BY, BETWEEN AND AMONG THE LAKE COUNTY FOREST PRESERVE DISTRICT, THE PARK DISTRICT OF HIGHLAND PARK AND THE CITY OF HIGHLAND PARK (Southeast Corner Half Day Road and U.S. Route 41)” dated as of the 22nd day of April, 2002 (the “Agreement”).

B. The Agreement provided for, among other matters, the Park District to cause to be improved pedestrian and bicycle trails and appurtenant improvements across, over and through the Lushing Combined Parcel, now known as the “Skokie River Woods” property, according to a proposed schedule of construction. The Lushing Combined Parcel is owned by the City.

C. The Agreement described the proposed design of the pedestrian and bicycle trails and related improvements to be constructed within the Lushing Combined Parcel in Exhibit L, referred to as the “Proposed Hiking and Biking Trails Improvement Plan,” and described the proposed construction schedule for such trails and improvements in Exhibit M, referred to as the “Park District Proposed Construction Schedule.”

D. The Parties now wish to delete from the Agreement the Park District’s obligation and right to construct pedestrian and bicycle trails through the Lushing Combined Parcel.

E. The Agreement provided for the Park District to cause to be improved pedestrian and bicycle trails and appurtenant improvements across, over and through the IDOT Parcel.

F. The Parties agree that the proposed improvements to the IDOT Parcel no longer have any efficacy or value for the Parties’ intended users and invitees and desire to delete from the Agreement the Park District’s obligation and right to construct such trails and improvements.

G. The Agreement also resulted in the recording (via Document No. 5080789, as amended by Document Nos. 5776327 and 6195870) of the Golf Course Conservation Easement over the Golf Course Parcel, now known as the “Community Park at the Recreation Center of Highland Park,” for the purpose of protecting the Conservation Values (as defined in the third WHEREAS clause of the Golf Course Conservation

Easement) of the Golf Course Parcel. When the Agreement was approved, the City owned the Golf Course Parcel.

H. The Golf Course Conservation Easement grants the Forest Preserve District the right and power to enforce the Golf Course Conservation Easement. The Golf Course Conservation Easement allows the owner of the Golf Course Parcel to use the Golf Course Parcel for certain alternative active recreational uses, but does not expressly authorize the use of alternative passive recreational uses.

I. The Park District purchased the Golf Course Parcel from the City on December 18, 2018, and has declared its intent to convert the Golf Course Parcel from a golf course to a natural area with new and existing pedestrian and biking trails and other improvements designed to enhance the public's use and enjoyment of the Golf Course Parcel, all in accordance with the "Master Plan" for the redevelopment of the Golf Course Parcel prepared by Hey and Associates, Inc. and dated 12/20/2019 and attached to this Amendment as Exhibit L-1 (the "Park District Master Plan").

J. On April 10, 2018, the Forest Preserve District Board of Commissioners unanimously approved "A RESOLUTION APPROVING THE PARK DISTRICT OF HIGHLAND PARK'S CONVERSION OF THE HIGHLAND PARK COUNTRY CLUB PARCEL TO A PASSIVE NATURAL AREA WITH BIKING AND HIKING TRAILS," whereby the Forest Preserve District Board of Commissioners granted conceptual approval of the conversion of the Golf Course Parcel into a natural area with existing and new biking and walking trails and the general location of the "Gateway Path" on the Golf Course Parcel, as depicted in the Resolution.

K. Upon selling the Golf Course Parcel to the Park District, the City leased back from the Park District a certain portion of the Golf Course Parcel, the boundaries and dimensions of which are specifically depicted and described as the "Nursery Property" in Exhibit L-2 to this Amendment (the "Nursery Plan"), pursuant to that Tree Nursery Lease Agreement dated December 18, 2018 (the "Nursery Lease"), for the purpose of planting, operating and maintaining a tree nursery.

L. The Parties now wish to approve of the use of the Golf Course Parcel in accordance with the Park District Master Plan and the Nursery Plan and make the corresponding amendments to the Agreement and the Golf Course Conservation Easement.

M. In the Agreement, the Parties contemplated that their transactions would accommodate links to the Forest Preserve District's Prairie Wolf Slough Forest Preserve, Des Plaines River Trail, Berkeley Prairie, and Fort Sheridan Forest Preserve.

N. The Parties desire to identify additional obligations to promote linkage of the Country Club Property to these and other Forest Preserve District properties and to other recreational improvements, including (i) a future bicycle and pedestrian path to be owned by the City and located along Half Day Road connecting Compton Avenue on the east to a trail segment located west of the railroad tracks (which may include the enhancement or expansion of existing sidewalks along Half Day Road) to accommodate safe bicycle and pedestrian access (the "Half Day-Route 41 Connection") and (ii) the existing bicycle and pedestrian path known as the "Skokie Valley Bike Path." The existing location of the Skokie Valley Bike Path and a conceptual location of the Half Day-Route 41 Connection are generally depicted on Exhibit L-4 attached to this Amendment.

SECTION TWO: APPROVAL OF THE FIRST AMENDMENT. The First Amendment To Intergovernmental Agreement By, Between And Among The Lake County Forest Preserve District, The Park District Of Highland Park And The City Of Highland Park is hereby approved in substantially the form attached to this Ordinance as **Exhibit A** (the "***First Amendment***").

SECTION THREE: EXECUTION AND IMPLEMENTATION OF THE SALE AGREEMENTS AND OF THE PURCHASE OF THE TRANSFER PROPERTY. The Executive Director and the President of the Board of Park Commissioners are hereby delegated all and sufficient authority and directed to execute and attest, on behalf of the Park District, the First Amendment referenced and set forth in Section Two of this Ordinance.

SECTION FOUR: EXERCISE OF STATUTORY AUTHORITY. The Board of Park Commissioners hereby declares that the approvals granted herein and the adoption of this Ordinance are made pursuant to the authority and powers of the Park District under the intergovernmental cooperation provisions of the Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.), the Park District Code (70 ILCS 1205/1-1, et seq.) and all laws supplemental thereto.

SECTION FIVE: 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: _____

ORDINANCE NO. _____

ATTEST:

Brian Kaplan, President
Board of Park Commissioners

Brian Romes, Secretary
Board of Park Commissioners

EXHIBIT A

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BY, BETWEEN
AND AMONG THE LAKE COUNTY FOREST PRESERVE DISTRICT, THE PARK
DISTRICT OF HIGHLAND PARK AND THE CITY OF HIGHLAND PARK**

Prepared By and
After recording, return to:

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

This space reserved for Recorder's use only.

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
BY, BETWEEN AND AMONG
THE LAKE COUNTY FOREST PRESERVE DISTRICT,
THE PARK DISTRICT OF HIGHLAND PARK
AND THE CITY OF HIGHLAND PARK
(Southeast Corner Half Day Road and U.S. Route 41)**

DATED AS OF _____, 2020

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
BY, BETWEEN AND AMONG
THE LAKE COUNTY FOREST PRESERVE DISTRICT,
THE PARK DISTRICT OF HIGHLAND PARK
AND THE CITY OF HIGHLAND PARK
(Southeast Corner Half Day Road and U.S. Route 41)**

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BY, BETWEEN AND AMONG THE LAKE COUNTY FOREST PRESERVE DISTRICT, THE PARK DISTRICT OF HIGHLAND PARK AND THE CITY OF HIGHLAND PARK (Southeast Corner Half Day Road and U.S. Route 41) (this “Amendment”) is made and entered into as of the ____ day of _____, 2020 (the “First Amendment Effective Date”), and is by and between the LAKE COUNTY FOREST PRESERVE DISTRICT, a body politic and corporate organized and existing under the Downstate Forest Preserve Act, 70 ILCS 805/0.001 et seq., having an address at 1899 West Winchester Road, Libertyville, Illinois (the “Forest Preserve District”), the PARK DISTRICT OF HIGHLAND PARK, an Illinois special district organized and existing under the Illinois Park District Code, 70 ILCS 1205 et seq., having an address at 636 Ridge Road, Highland Park, Illinois 60035 (the “Park District”), and the CITY OF HIGHLAND PARK, an Illinois home rule municipal corporation organized and existing under the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., having an address at 1707 St. John’s Avenue, Highland Park, Illinois 60035 (the “City”). The Forest Preserve District, Park District and City are sometimes collectively referred to herein as the “Parties.” In consideration of the provisions below, the Parties agree as follows:

Section 1. Recitals.

A. The Parties to this Amendment entered into that certain “INTERGOVERNMENTAL AGREEMENT BY, BETWEEN AND AMONG THE LAKE COUNTY FOREST PRESERVE DISTRICT, THE PARK DISTRICT OF HIGHLAND PARK AND THE CITY OF HIGHLAND PARK (Southeast Corner Half Day Road and U.S. Route 41)” dated as of the 22nd day of April, 2002 (the “Agreement”).

B. The Agreement provided for, among other matters, the Park District to cause to be improved pedestrian and bicycle trails and appurtenant improvements across, over and through the Lushing Combined Parcel, now known as the “Skokie River Woods” property, according to a proposed schedule of construction. The Lushing Combined Parcel is owned by the City.

C. The Agreement described the proposed design of the pedestrian and bicycle trails and related improvements to be constructed within the Lushing Combined Parcel in Exhibit L, referred to as the “Proposed Hiking and Biking Trails Improvement Plan,” and described the proposed construction schedule for such trails and improvements in Exhibit M, referred to as the “Park District Proposed Construction Schedule.”

D. The Parties now wish to delete from the Agreement the Park District’s obligation and right to construct pedestrian and bicycle trails through the Lushing Combined Parcel.

E. The Agreement provided for the Park District to cause to be improved pedestrian and bicycle trails and appurtenant improvements across, over and through the IDOT Parcel.

F. The Parties agree that the proposed improvements to the IDOT Parcel no longer have any efficacy or value for the Parties' intended users and invitees and desire to delete from the Agreement the Park District's obligation and right to construct such trails and improvements.

G. The Agreement also resulted in the recording (via Document No. 5080789, as amended by Document Nos. 5776327 and 6195870) of the Golf Course Conservation Easement over the Golf Course Parcel, now known as the "Community Park at the Recreation Center of Highland Park," for the purpose of protecting the Conservation Values (as defined in the third WHEREAS clause of the Golf Course Conservation Easement) of the Golf Course Parcel. When the Agreement was approved, the City owned the Golf Course Parcel.

H. The Golf Course Conservation Easement grants the Forest Preserve District the right and power to enforce the Golf Course Conservation Easement. The Golf Course Conservation Easement allows the owner of the Golf Course Parcel to use the Golf Course Parcel for certain alternative active recreational uses, but does not expressly authorize the use of alternative passive recreational uses.

I. The Park District purchased the Golf Course Parcel from the City on December 18, 2018, and has declared its intent to convert the Golf Course Parcel from a golf course to a natural area with new and existing pedestrian and biking trails and other improvements designed to enhance the public's use and enjoyment of the Golf Course Parcel, all in accordance with the "Master Plan" for the redevelopment of the Golf Course Parcel prepared by Hey and Associates, Inc. and dated 12/20/2019 and attached to this Amendment as Exhibit L-1 (the "Park District Master Plan").

J. Prior to selling the Course Property to the Park District, the City recorded that certain Declaration of Restrictive Covenant, recorded as Document Number 7533756 in Lake County, Illinois (the "Restrictive Covenant").

K. On April 10, 2018, the Forest Preserve District Board of Commissioners unanimously approved "A RESOLUTION APPROVING THE PARK DISTRICT OF HIGHLAND PARK'S CONVERSION OF THE HIGHLAND PARK COUNTRY CLUB PARCEL TO A PASSIVE NATURAL AREA WITH BIKING AND HIKING TRAILS," whereby the Forest Preserve District Board of Commissioners granted conceptual approval of the conversion of the Golf Course Parcel into a natural area with existing and new biking and walking trails and the general location of the "Gateway Path" on the Golf Course Parcel, as depicted in the Resolution.

L. Upon selling the Golf Course Parcel to the Park District, the City leased back from the Park District a certain portion of the Golf Course Parcel, the boundaries and dimensions of which are specifically depicted and described as the "Nursery Property" in Exhibit L-2 to this Amendment (the "Nursery Plan"), pursuant to that Tree Nursery Lease Agreement dated December 18, 2018 (the "Nursery Lease"), for the purpose of planting, operating and maintaining a tree nursery.

M. The Parties now wish to approve of the use of the Golf Course Parcel in accordance with the Park District Master Plan and the Nursery Plan and make the corresponding amendments to the Agreement and the Golf Course Conservation Easement.

N. In the Agreement, the Parties contemplated that their transactions would accommodate links to the Forest Preserve District's Prairie Wolf Slough Forest Preserve, Des Plaines River Trail, Berkeley Prairie, and Fort Sheridan Forest Preserve.

O. The Parties desire to identify additional obligations to promote linkage of the Country Club Property to these and other Forest Preserve District properties and to other recreational improvements, including (i) a future bicycle and pedestrian path to be owned by the City and located along Half Day Road connecting Compton Avenue on the east to a trail segment located west of the railroad tracks (which may include the enhancement or expansion of existing sidewalks along Half Day Road) to accommodate safe bicycle and pedestrian access (the "Half Day-Route 41 Connection") and (ii) the existing bicycle and pedestrian path known as the "Skokie Valley Bike Path." The existing location of the Skokie Valley Bike Path and a conceptual location of the Half Day-Route 41 Connection are generally depicted on Exhibit L-4 attached to this Amendment.

P. All defined terms used herein that are not otherwise defined shall have the same meaning ascribed to them in the Agreement.

Section 2. Affirmation.

A. The Parties hereby affirm that the Agreement, as amended by this Amendment, remains in full force and effect.

B. The Parties hereby affirm that the Golf Course Conservation Easement, as amended by Exhibit A to this Amendment, remains in full force and effect.

C. The Parties hereby affirm that the Lushing Combined Parcel Conservation Easement, as (i) amended by Exhibit B to this Amendment (or such alternative form of amendment as described in Section 5 below) or (ii) limited by the Waiver of Rights Under Conservation Easement (defined in Section 5), remains in full force and effect.

D. The Parties acknowledge that they have satisfied their obligations pursuant to Section 6.D of the Agreement.

E. The Parties acknowledge that the pedestrian and bicycle trails, associated directional and information signage, and other improvements within the Highland Park Woods Parcel have been installed in accordance with section 7.A.

F. The parcels subject to the Agreement and affected by this Amendment and their updated common names and legal descriptions are identified on Exhibit C to this Amendment.

Section 3. First Amendment to Agreement. The Agreement is amended as follows:

A. Section 6.C. of the Agreement is deleted in its entirety.

B. Exhibit L and Exhibit M to the Agreement are deleted in their entirety. Exhibit L is replaced with Exhibits L-1 and L-2 attached hereto. Exhibit M is replaced with Exhibit M-1 attached hereto.

C. Section 7.B of the Agreement is deleted and replaced with the following new Section 7.B:

B. Golf Course Parcel.

1. Prohibition on Development. In accordance with the Golf Course Conservation Easement, no development of any kind shall be permitted on any portion of the Golf Course Parcel except as expressly allowed in Section 7.B of this Agreement.

2. Development of the Golf Course Parcel.

a. Conversion of Golf Course. The Park District shall have the right, power and authority to, and shall, use and improve the Golf Course Parcel for (i) the recreational uses depicted in the Park District Master Plan, in accordance with the Park District Master Plan and (ii) utility improvements necessary therefor, subject to compliance with the Restrictive Covenant. The Parties agree that the Park District Master Plan promotes the Conservation Values of the Golf Course Parcel. The Park District shall complete the improvements depicted in the Park District Master Plan in accordance with the schedule included in Exhibit M-1; provided the Parties agree the Future Potential Flood Storage areas are conceptual only and are not identified in Exhibit M-1. Without additional amendments to this Agreement, the Forest Preserve District's Executive Director may approve minor changes to the improvements depicted in the Park District Master Plan that, in his or her reasonable discretion, do not impair the Conservation Values; however, the Park District may change the uses depicted in the Park District Master Plan only upon an amendment to this Agreement and the conservation easement.

b. Tree Nursery. The City shall have the right, power and authority to use the Nursery Property if such use complies with (i) the Nursery Plan attached to this Easement as Exhibit L-2 and (ii) the Nursery Lease. The Parties agree that such operation of the Nursery Property does not affect or impair the Conservation Values of the Golf Course Parcel.

c. Half Day Road Access Trail.

i. General Obligation. If the Park District obtains the Trail Easement (defined below), then, within five years after the First Amendment Effective Date, it shall design and construct (i) a biking and pedestrian trail segment within that portion of the "Future Half Day Road Access Trail" depicted on the Park District Master Plan and located within property not owned by the Park District (the "Access

Trail”) and (ii) one or more wayfinding signs so that the public can readily identify the location of the Access Trail (the “Wayfinding Signs”). After construction of the Access Trail, the Park District shall use, operate, maintain, and replace the Access Trail according to the same standards the Park District applies to its other biking and pedestrian trails.

ii. Park District’s Land Acquisition

Obligation. To the extent necessary, the Park District shall exercise commercially reasonable efforts to obtain, within two years after the First Amendment Effective Date, fee simple, or easement rights or, if it cannot timely obtain fee simple or easement rights, a contractual right, to allow the Park District to construct, operate, use, maintain, and replace the Access Trail (the “Trail Easement”). If, despite commercially reasonable efforts, the Park District is unable to obtain the Trail Easement in that location, then it shall seek to obtain the Trail Easement in another location mutually agreed to by the Park District and the Forest Preserve District. The Parties shall cooperate to agree on a location for the Wayfinding Signs on property owned or controlled by one of the Parties pursuant to an easement, license, permit, or other right allowing the Park District to operate, maintain, and replace the Wayfinding Signs.

iii. Design and Planning of Access Trail and

Wayfinding Sign. The Park District shall design and construct, or cause construction of, the Access Trail and Way Finding Signs in accordance with plans that have been reviewed and approved by the Forest Preserve District, which shall not unreasonably withhold, condition or delay its approval. The Access Trail will be designed (i) with an asphalt surface, (ii) so the surface of the Access Trail will be at least eight (8) feet in width, except that the surface width may be narrower for short distances to the extent reasonably necessary to avoid damage to, relocation of, or interference with an existing tree, landscape screening, a utility pole or another obstruction, (iii) so that it is not shared with any portion of the Compton Avenue right of way used for vehicular traffic, and (iv) so that it is, to the extent practical, within public property, except, as stated above, the Access Trail will not share any area with a vehicular right of way.

3. Future Trail Connections.

a. Old Elm Road Trail Connection. On or before the third anniversary of the First Amendment Effective Date, the Park District shall complete, and provide to the Forest Preserve District and the City for their review and comment, a feasibility study to determine the following with respect to a trail segment that starts at the northern terminus of the Access Trail, and runs west from there along Half Day Road to a location on the east side of the Skokie River, then north along the Skokie River to Old Elm Road (the “Old Elm Road Trail Connection”): (a) whether there are one or more feasible routes for the Old Elm Road Trail Connection and, if so, the locations of such feasible routes, (b) whether members of the public support the installation and operation of the Old Elm Road Trail Connection, (c) a preliminary engineer’s opinion of probable cost, and (c)

whether owners of property rights necessary for the construction and operation of the Old Elm Road Trail Connection are willing to convey such rights to the Park District or the City for such purposes (the “Feasibility Study”). A conceptual location of the Old Elm Road Trail Connection is depicted on Page 1 of Exhibit L-3). To determine whether members of the public support the installation and operation of the Old Elm Road Trail Connection the Park District, City and Forest Preserve District shall, (a) hold one or more public open houses at which the Park District will present the potential Old Elm Road Trail Connection to the public, (b) invite and accept public comments regarding the Old Elm Road Trail Connection at each open house and through the Park District’s website, and (c) prior to each such open house, provide public notice on its website and through other reasonable means, and personal notice to all addresses within one-half mile of the potential Old Elm Road Trail Connection, of the date, time, and place of such open house. In conjunction with the Feasibility Study, and before the open house, the Park District shall provide to the District and the City for their review and comment, concept plans for the Old Elm Road Trail Connection. If the Feasibility Study concludes that the Old Elm Road Trail Connection is feasible, then (i) the Park District, Forest Preserve District, and City each shall consider participating in the funding and construction of the Old Elm Trail Connection pursuant to its capital improvement plan, (ii) the Park District, the City, and the Forest Preserve District shall cooperate to have the Old Elm Road Trail Connection designated within the Chicago Metropolitan Agency for Planning’s (CMAP) Northeastern Illinois Regional Greenways and Trails Plan, and the Forest Preserve District will provide reasonable staff assistance in support of such effort, all to increase the likelihood that the Parties can successfully apply for and receive grant funding for the design and construction of the Old Elm Road Trail Connection, and (iii) the Forest Preserve District will assist in identifying potential Congestion Mitigation and Air Quality (CMAQ), Illinois Transportation Enhancement Program (ITEP), and other grant funding for the Old Elm Road Trail Connection. For clarification and to avoid ambiguity, (i) if the Feasibility Study concludes that the Old Elm Road Trail Connection is feasible, each Party shall consider participating in the funding of the Old Elm Road Trail Connection when it prepares its next long-term capital improvement plan after the completion of the Feasibility Study and (ii) a Party’s obligation to consider funding does not obligate it to actually expend capital funds for construction, either on its own or in conjunction with any other Party or entity. If the Feasibility Study concludes that the Old Elm Road Trail Connection is not feasible, then, within ten years after the completion of that Feasibility Study, the Park District shall complete a second Feasibility Study that considers, in addition to the considerations identified above, whether pedestrian and bicycle usage and demand has increased or otherwise changed, as a result of the Park District’s improvements to the Golf Course Parcel.

b. Half Day – Route 41 Improvements. In conjunction with any plans by the Illinois Department of Transportation (“IDOT”) to make improvements to or in the vicinity of the intersection of Route 41 and Half Day Road, the City shall use commercially reasonable efforts to (i) ensure that the IDOT permit for such improvements will allow, and such improvements are designed to accommodate, the design and construction of the Half Day-Route 41

Connection and (ii) cause the design, construction, and operation of the Half Day-Route 41 Connection, funded either by (a) IDOT, (b) grant funding (such as Congestion Mitigation and Air Quality (CMAQ), Illinois Transportation Enhancement Program (ITEP), and other grant funding).

c. Connection to Target Property. The Parties acknowledge, without creating any obligations pursuant to this Agreement, their mutual desire that a trail be constructed connecting the existing and future trails within the Golf Learning Center Parcel to the “Target Property” located immediately south of the Golf Learning Center Parcel (a “Target Connection”). A conceptual Target Connection is generally depicted on page 2 of Exhibit L-3.

D. Section 9 of the Agreement shall be stricken in its entirety and replaced with the following:

SECTION 9. IDOT PARCEL. In accordance with the IDOT Parcel Restrictive Covenant, no new development of any kind shall be permitted on any portion of the IDOT Parcel.

E. Section 10.B. of the Agreement shall be stricken in its entirety and replaced with the following:

B. Time of the Essence; Force Majeure. Time is of the essence in the performance of all terms and provisions of this Agreement. However, if a party to this Agreement (for purposes of this Section 10.B, the “Non-Performing Party”) is unable to perform one of its obligations under this Agreement because of (i) casualty, (ii) national emergency, (iii) change in laws (other than a change by the Non-Performing Party) after the date that the obligation was approved by the parties, (iv) unusual and unreasonable delay by or refusal of a governmental authority to issue a necessary permit or approval, (v) war, enemy action, terrorism, or civil commotion, (vi) extraordinary weather or natural events, which may include without limitation a flood or earthquake, that experience, prescience, or care cannot reasonably foresee or prevent, and (vii) other causes beyond the control of the Non-Performing Party (each, a “Force Majeure”), then the Non-Performing Party will not be deemed to be in default for its failure to perform such obligation and the time for performance of such obligation will be extended by one day for each day that Force Majeure prevents performance. A Non-Performing Party may claim the benefit of Force Majeure only when it continuously and diligently uses commercially reasonable efforts to overcome the Force Majeure.

Section 4. Third Amendment to Golf Course Conservation Easement.

Promptly on or after the First Amendment Effective Date, the Parties shall execute and cause recordation of the Third Amendment to the Golf Course Conservation Easement, in substantially the form attached hereto as Exhibit A.

Section 5. First Amendment to Lushing Combined Parcel Conservation Easement

Promptly, but no later than 90 days after the First Amendment Effective Date, the City and the Forest Preserve District shall (i) prepare and deliver to IDNR for its approval as to form a First Amendment to the Lushing Combined Parcel Conservation Easement deleting Section 5(a)3 of the Lushing Combined Parcel Conservation Easement in its entirety (and no other changes) and (ii) if IDNR approves the First Amendment to the Lushing Combined Parcel Conservation Easement in such form, execute such Amendment, obtain IDNR's execution of such Amendment, and cause it to be recorded against the Lushing Combined Parcel. If, by the date that is one year after the First Amendment Effective Date, the Forest Preserve District, the City, and IDNR have not executed a First Amendment to the Lushing Combined Parcel Conservation Easement, then (i) the City shall execute a "Waiver of Rights Under Conservation Easement" pursuant to which the City waives its rights under only Section 5(a)3 of the Lushing Combined Parcel Conservation Easement and (ii) the City and the Forest Preserve District shall cause the executed Waiver of Rights Under Conservation Easement to be recorded against the Lushing Combined Parcel.

Section 6. General Provisions

A. Severability. If any provision, covenant, agreement, or portion of this Amendment or its application to any person, entity, or property is held invalid by a court of competent jurisdiction, the remaining provisions of this Amendment and the validity, enforceability, and application to any person, entity, or property shall not be impaired thereby, but such remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement and this Amendment to the greatest extent permitted by applicable law.

B. Interpretation. This Amendment shall be construed without regard to the identity of the Party who drafted the various provisions of this Amendment. Moreover, each and every provision of this Amendment shall be construed as though all Parties to this Amendment participated equally in the drafting of this Amendment. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Amendment.

C. Headings. The table of contents, heading, titles, and captions in this Amendment have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Amendment.

D. Exhibits. The exhibits attached to this Amendment are, by this reference, incorporated in and made a part of this Amendment. In the event of a conflict between an exhibit and the text of this Amendment, the text of this Amendment shall control.

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

F. Authority to Execute. Each person executing this Amendment warrants and represents to the Parties that: (i) they have been properly authorized to do so by their respective corporate authorities; (ii) the Party on whose behalf they are executing has the full and complete right, power, and authority to enter into this Amendment and to agree to the terms, provisions and conditions set forth in this Amendment; (iii) all legal actions needed to authorize the execution, delivery and performance of this Amendment have been taken by the Party on whose behalf they are executing; and (iv) that neither the execution of this Amendment nor the performance of the obligations assumed by the Party on whose behalf they are executing will (a) result in a breach or default or (b) violate any statute, law, restriction, court order or agreement to which such Party may be subject.

G. Counterpart Signatures. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

The Parties hereto have executed this Amendment as of the latest date on this signature page, which will be the First Amendment Effective Date.

ATTEST:

CITY OF HIGHLAND PARK

City Clerk

Mayor

Date: _____

ATTEST:

PARK DISTRICT OF HIGHLAND PARK

Secretary, Board of Park Commissioners

President, Board of Park Commissioners

Date: _____

ATTEST:

LAKE COUNTY FOREST PRESERVE
DISTRICT

Secretary

President

Date: _____

EXHIBIT A

(to First Amendment to Intergovernmental Agreement)

THIRD AMENDMENT TO GRANT OF CONSERVATION RIGHT AND EASEMENT **(HIGHLAND PARK COUNTRY CLUB GOLF COURSE PARCEL)**

THIS THIRD AMENDMENT TO GRANT OF CONSERVATION RIGHT AND EASEMENT (“Amendment”) is made and entered into as of the ___ day of _____, 2020, by the PARK DISTRICT OF HIGHLAND PARK (“Grantor”), an Illinois special district organized and existing under the Illinois Park District Code, 70 ILCS 1205 et seq., having an address at 636 Ridge Road, Highland Park, Illinois 60035 and LAKE COUNTY FOREST PRESERVE DISTRICT (“Grantee”), a body politic and corporate organized and existing under the Illinois Downstate Forest Preserve Act, 70 ILCS 805/0.001 et seq., having an address at 1899 West Winchester Road, Libertyville, Illinois. Grantor and Grantee are the “Parties.” In consideration of the provisions below, the Parties agree as follows:

Section 1. Recitals.

A. As required by that certain Intergovernmental Agreement dated as of April 22, 2002 (“Intergovernmental Agreement”) between Grantor, Grantee, and the City of Highland Park (the “City”), the City, as the then owner of the Property, conveyed to Grantee the right to preserve and protect the Conservation Values of the Property by that certain “Grant of Conservation Right and Easement (Highland Park Country Club Golf Course Parcel)” dated June 18, 2002 and recorded in the Lake County Recorder of Deeds Office on December 23, 2002 as Document Number 5080789 (the “Original Conservation Easement”), as amended by that certain First Amendment to Grant of Conservation Right and Easement dated April 25, 2005, and recorded in the Lake County Recorder of Deeds Office on May 5, 2005 as Document Number 5776327 (the “First Amendment”), and that certain Second Amendment to Grant of Conservation Right and Easement dated April 9, 2007, and recorded in the Lake County Recorder of Deeds Office on June 12, 2007 as Document Number 6195870 (“Second Amendment”; the Original Conservation Easement, as amended by the First Amendment and the Second Amendment is collectively, the “Conservation Easement”).

B. The Property that is subject to the Conservation Easement is (i) legally described in Exhibit A to the Second Amendment, which Exhibit A, for convenience, is also attached to this Amendment and (ii) is also legally described as Lot 1, 6 and 7 of the Highland Park Golf Course Plat of Resubdivision, recorded November 10, 2004 as document number 5679534, in Lake County, Illinois.

C. After approval of the Second Amendment, the City (which was the original grantor of the Conservation Easement) sold the Property to Grantor. As such, Grantor is the successor to the City under the Conservation Easement and, pursuant to the Conservation Easement, including without limitation Section 21(f) of the Conservation Easement, bound by the Conservation Easement.

D. Grantor and Grantee desire to amend the Conservation Easement to change the allowed uses on the Property.

Section 2. Amendments to Golf Course Conservation Right and Easement.

A. The second WHEREAS clause of the Conservation Easement is hereby deleted and replaced with the following:

WHEREAS, Grantor has caused to be prepared the “Master Plan” for the redevelopment of the Property prepared by Hey and Associates, Inc. and dated 12/20/2019 and attached to this Conservation Easement as Exhibit G (the “Park District Master Plan”); and

B. The third WHEREAS clause of the Conservation Easement is hereby deleted and replaced with the following:

WHEREAS, the Property has significant recreational, scenic and aesthetic value to Grantor, Grantee, and to the general public, and, specifically, the recreational values are those recreational uses on that portion of the Golf Course Property (excluding the Nursery Property, defined below) that are generally depicted in the Park District Master Plan (collectively, the “Conservation Values”); and

C. The following new WHEREAS clause is added to the Conservation Easement:

WHEREAS, Grantor desires to use a certain portion of the Property (the “Nursery Property”) pursuant to that Tree Nursery Lease Agreement dated December 18, 2018, and attached to this Conservation Easement as Exhibit H (the “Nursery Lease”), for the purpose of planting, operating and maintaining a tree nursery in accordance with the plan attached to this Conservation Easement as Exhibit I (the “Nursery Plan”);

D. Section 1 of the Easement is hereby deleted and replaced with the following new Section 1:

1. PURPOSE.

It is the purpose of this Conservation Easement to assure that the Property will be retained forever predominantly in its scenic and open space condition, operated as public recreational open space in substantial accordance with the Park District Master Plan and that any plant and animal communities located on the Property which are indigenous to northeastern Illinois will be preserved to the extent feasible.

E. Section 2 of the Easement is hereby amended by deleting sub-paragraph (f) and replacing it with the following:

(f) To preserve the public recreational aspects of the Property as a venue for the recreational uses depicted in the Park District Master Plan;

F. Section 3 of the Easement is hereby amended by deleting sub-paragraph (f) and replacing it with the following:

(f) Operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other type of motorized vehicles except for (i) emergency vehicles and (ii) vehicles used in connection with the construction, maintenance, replacement and repair of the improvements within the Property.

G. Section 4 of the Easement is amended by striking and replacing the last sentence with the following:

Notwithstanding anything in this Section 4 to the contrary, upon written approval of Grantor's corporate authorities, Grantor may elect to cease using the Property for recreational purposes, in which case (i) the Property may then (a) be used solely for passive open space purposes or (b) be allowed to revert to a natural setting, (ii) Grantor shall promptly remove all unused recreational improvements from the Property, and (iii) all other restrictions set forth in this Conservation Easement shall remain in full force and effect.

H. Section 5(a)(3) of the Easement is stricken and replaced with the following:

3. The right to construct, operate, maintain, and replace on the Property:

- (i) the recreational uses and improvements depicted on the Park District Master Plan; however, without additional amendments to this Conservation Easement, the Grantee (through its Executive Director or other authorized person) may approve, in writing, minor changes to the improvements depicted in the Park District Master Plan that, in its reasonable discretion, do not impair the Conservation Values; however, the Grantor may change the uses depicted in the Park District Master Plan only upon an amendment to this Conservation Easement,
- (ii) within the Nursery Property, a tree nursery, in accordance with both (a) the Nursery Plan attached to this Easement as Exhibit I and (b) the Nursery Lease attached to this Conservation Easement as Exhibit H; the Parties agree that such operation of the Nursery Property does not affect or impair the Conservation Values of the Golf Course Parcel.

I. Section 5(a)(4) of the Easement is stricken and replaced with the following:

4. The right to remove live trees as necessary to protect the Conservation Values of the Property, or where necessary to remove any limbs or trees which are an impediment to the use of the Property in accordance with the Park District Master Plan, so long as the Park District uses all reasonable efforts to minimize the damage to such trees in taking such actions.

J. Section 5(a)(9) of the Easement is hereby stricken in its entirety.

K. Section 18 of the Easement is amended by adding/amending the following notice recipients:

To Grantor: Park District of Highland Park
636 Ridge Road
Highland Park, Illinois 60035
Attn: Executive Director

With a copy to: Adam B. Simon, Esq.
Ancel Glink, P.C.
175 E. Hawthorn Parkway, Suite 145
Vernon Hills, Illinois 60061

To Grantee: Lake County Forest Preserve District
1899 W. Winchester Road
Libertyville, Illinois 60048
Attn: Executive Director

With a copy to: Matthew E. Norton, Esq.
Burke, Warren, MacKay & Serritella, P.C.
330 N. Wabash Avenue, 21st Floor
Chicago, Illinois 60611

L. Section 21(b) of the Easement is hereby amended by deleting the first sentence and replacing it with the following:

Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the purpose of this Conservation Easement and the policy and purpose of 765 ILCS 120/1 – 120/6 and the Statute. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

M. Section 21(k) of the Easement is hereby deleted and replaced with the following:

(k) Approval by Grantee. The Parties to this instrument acknowledge and agree that whenever the consent or approval of Grantee is required hereunder, and the authority to consent or approve is not delegated to a particular officer, employee, or other representative of Grantee, then, such consent or approval will be deemed to have been provided only by (i) the affirmative vote of at least two-thirds (2/3rds) in number of the members of the Grantee's Planning Committee (or if such committee no longer exists at the time consent or approval is sought, such equivalent committee or subsidiary body designated by Grantee's Executive Director (or if such position no longer exists at the time of consent or approval is sought, Grantee's chief executive officer or chief administrative officer) or (ii) failing such affirmative vote, the approval of the Grantee's corporate authorities.

Section 3. Amendments to Exhibits. The following amendments are made to the exhibits to the Conservation Easement:

A. Park District Master Plan. Exhibit G (Park District Master Plan) attached to this Amendment is added to the Conservation Easement.

B. Nursery Lease. Exhibit H (Nursery Lease) attached to this Amendment is added to the Conservation Easement.

C. Nursery Plan. Exhibit I (Nursery Plan) attached to this Amendment is added to the Conservation Easement.

Section 4. General Provisions.

A. Recording. Grantee shall record this Amendment in the Office of the Lake County Recorder of Deeds, Illinois, and may re-record it at any time or times as Grantee may, in its sole discretion, deem it advisable to preserve its rights in this Amendment. Grantee may, prior to the fortieth (40th) anniversary of the date of this Amendment and at such other times as Grantee deems necessary, record a claim pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/13-I 18, for the purpose of preserving the lien of this Amendment in perpetuity. Nothing contained in this paragraph shall be deemed to constitute an acknowledgment that any such recording is necessary, however, and Grantor and Grantee expressly acknowledge that no such recording is necessary in order to perpetuate the validity or enforceability of this Amendment.

B. Ratification. The Conservation Easement, as amended by this Amendment, is hereby ratified and confirmed. Except as expressly modified or amended in this Amendment, all terms, conditions, and provisions of the Conservation Easement shall remain in full force and effect; provided, however, that any provision of the Conservation Easement shall be deemed modified as necessary to give practical effect to the provisions of this Amendment. To the extent a term or provision of this Amendment conflicts with the rest of the Conservation Easement, the term or provision of this Amendment shall control.

[SIGNATURE PAGES FOLLOW]

The Parties hereto have executed this Amendment as of the latest date on this signature page, which will be the First Amendment Effective Date.

Attest:

PARK DISTRICT OF HIGHLAND PARK

_____ By: _____
Secretary President, Board of Park Commissioners

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me on _____, 2020, by _____, the President, Board of Park Commissioners City Manager and _____, the Secretary, Board of Park Commissioners of **PARK DISTRICT OF HIGHLAND PARK**, which individuals are known to me to be the identical persons who signed the foregoing instrument as such officers of the township for and on behalf of said park district, and that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of the township, for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of _____, 2020.

Signature of Notary

SEAL

My Commission expires: _____

Attest:

LAKE COUNTY FOREST PRESERVE DISTRICT

Its: _____

By: _____
Angelo D. Kyle, President

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me on _____, 2020, by Angelo D. Kyle, the President and _____, the _____ of the **Lake County Forest Preserve District**, an Illinois unit of local government, which individuals are known to me to be the identical persons who signed the foregoing instrument as such officers of the District for and on behalf of said District, and that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of the District, for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of _____, 2020.

Signature of Notary

SEAL

My Commission expires: _____

**EXHIBITS TO THIRD AMENDMENT TO
GRANT OF CONSERVATION RIGHT AND EASEMENT:
TO BE ATTACHED**

EXHIBIT C

(to First Amendment to Intergovernmental Agreement)

Identification and Legal Descriptions of Parcels Affected by
First Amendment to Intergovernmental Agreement

Parcel (as identified in Agreement)	Parcel (as identified in Amendment)	Current Legal Description of Parcel
Lushing Combined Parcel	Skokie River Woods	<p>PARCEL 1: THAT PART OF LOT 18 IN SCHOOL TRUSTEES' SUBDIVISION IN SECTION 16, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF ROUTE 41 (KNOWN AS SKOKIE HIGHWAY), IN LAKE COUNTY, ILLINOIS.</p> <p>PARCEL 2: THAT PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF ROUTE 41 (KNOWN AS SKOKIE HIGHWAY), IN LAKE COUNTY, ILLINOIS.</p> <p>EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:</p> <p>THAT PART OF LOT 18 IN SCHOOL TRUSTEES SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 43 NORTH, RANGE 12 EAST AND PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 21; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST (ASSUMED) 1230.27 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16 TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES, 23 MINUTES, 17 SECONDS WEST 338.05 FEET; THENCE SOUTH 00 DEGREES, 36 MINUTES, 43 SECONDS WEST 10.00 FEET; THENCE NORTH 89 DEGREES, 23 MINUTES, 17 SECONDS WEST 250.00; THENCE SOUTH 00 DEGREES, 36 MINUTES, 43 SECONDS WEST 225.98 FEET; THENCE SOUTH 40 DEGREES, 49 MINUTES, 13 SECONDS WEST 384.20 FEET; THENCE SOUTH 25 DEGREES, 32 MINUTES, 30 SECONDS EAST 1923.89 FEET ALONG A LINE LYING 150.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE EXISTING NORTHEAST RIGHT-OF-WAY LINE OF U.S. ROUTE 41 (RECORDED AS DOCUMENT NO. 385225) TO THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 21; THENCE SOUTH 00 DEGREES, 40 MINUTES, 47 SECONDS WEST 339.48 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 25 DEGREES, 32 MINUTES, 30 SECONDS WEST 2995.93 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE NORTH LINE OF SAID LOT 18; THENCE SOUTH 89 DEGREES, 26 MINUTES, 59 SECONDS EAST 1308.00 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST 94.81 FEET ALONG SAID EAST LINE TO SAID POINT OF BEGINNING.</p> <p>ACCESS CONTROL LINE:</p> <p>THAT PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS BEGINNING ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21, 338.46 FEET NORTH (AS MEASURED ALONG SAID EAST LINE) OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 41 (SKOKIE HIGHWAY) PER DOCUMENT NO. 385225; THENCE NORTH 25 DEGREES, 32 MINUTES, 30 SECONDS WEST 1923.82 FEET PARALLEL WITH AND 150.00 FEET EASTERLY OF SAID RIGHT-OF-WAY; THENCE NORTH 40 DEGREES, 49 MINUTES, 13 SECONDS EAST 384.20 FEET; THENCE NORTH 00 DEGREES, 36 MINUTES, 43 SECONDS EAST 225.98 FEET; THENCE SOUTH 89 DEGREES, 23 MINUTES, 17 SECONDS EAST 250.00 FEET TO THE POINT OF TERMINUS, IN LAKE COUNTY, ILLINOIS.</p>
Golf Course Parcel	Community Park at the Recreation Center at Highland Park	Lot 1, 6 and 7 of the Highland Park Golf Course Plat of Resubdivision, recorded November 10, 2004 as document number 5679534, in Lake County, Illinois.

EXHIBIT L-1

(to First Amendment to Intergovernmental Agreement)

PARK DISTRICT MASTER PLAN

Exhibit L-1 Park District Master Plan With Flood Storage

Half Day Road



Quiet/Habitat Zone

Family Zone

Activity Zone

- | | |
|--|--|
| Connector Trail
(.75 mile @ 8' wide) | |
| Gateway Path
(.15 mile @ 10' wide) | |
| Destination Pathways
(1 mile existing primary routes) | |
| Observation Pathways
(3 miles existing cart paths) | |
| Proposed Pathways
(.25 mile new pathway connectors) | |
| Cross-country Loop
(1 mile mowed/light surface) | |
| Future Half Day Road
Access Trail | |
| Interactive Pathways | |
| Programming | |
| Intergenerational Nature Play | |
| Turf Gathering Areas | |
| Small Group Areas | |
| Benches | |
| Park Signage | |
| Park Entrance | |
| Natural Features | |
| Pond | |
| Shoreline Restoration
(BPA 219 Grant Funded) | |
| Trees | |
| Future Potential Flood Storage | |
| Hemi-Marsh Footprint | |
| Mesic Prairie | |
| Extent of Excavation | |
| Hydrology | |
| Floodplain Boundary | |
| Floodway Boundary | |

EXHIBIT L-2

(to First Amendment to Intergovernmental Agreement)

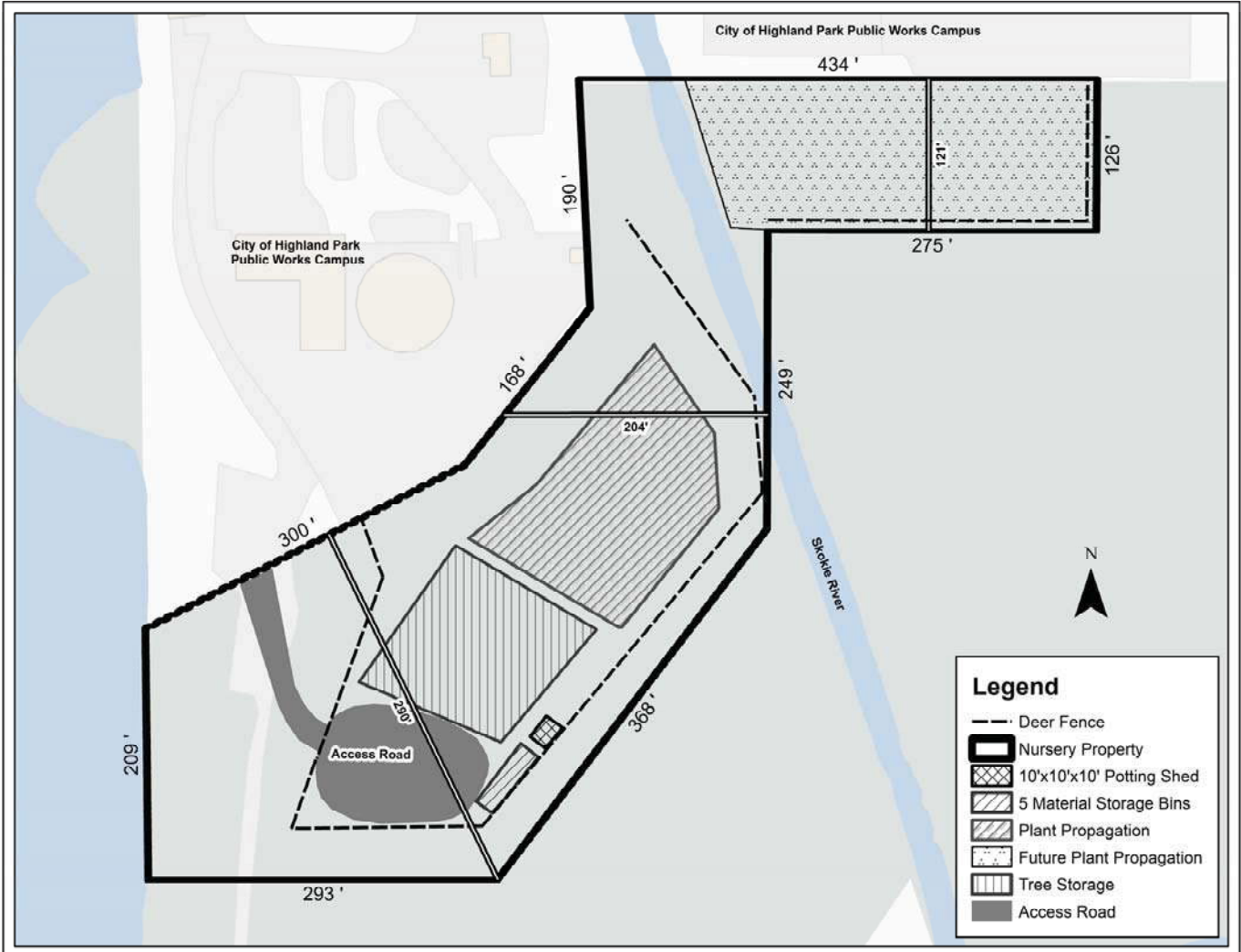




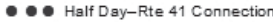



EXHIBIT L-3

(to First Amendment to Intergovernmental Agreement)

CONCEPTUAL LOCATIONS OF OLD ELM ROAD
TRAIL CONNECTION AND TARGET CONNECTION

Exhibit L-3 Page 1

Legend

-  Skokie River Woods
-  Skokie Valley Bike Path
-  Half Day—Rte 41 Connection
-  Existing Trails
-  Old Elm Rd Trail Connection Concept
-  Access Trail

Lake County Forest Preserve District
1899 W Winchester Rd
Libertyville, Illinois 60048
847-968-3351
www.lcfd.org

Courtesy Copy Only.
Property boundaries indicated are provided for general location purposes. Wetland and flood limits shown are approximate and should not be used to determine setbacks for structure or as a basis for purchasing property.

Prepared using information from:
Lake County Department of Information & Technology: GIS/Mapping Division
18 North County Street
Waukegan, Illinois 60085-4357
847-377-2373



2017 Aerial Photo





Map Prepared 19 February 2020



Exhibit L-3 Page 2

Lake County Forest Preserve District
Land Preservation and Special Projects
1899 W Winchester Rd
Libertyville, Illinois 60048
847-968-3351

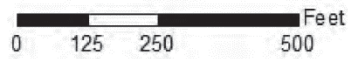
Legend

-  Skokie River Woods
-  Planned Gateway Trail
-  Planned Sidewalk
-  Target Connection



Courtesy Copy Only.
Property boundaries indicated are provided for general location purposes. Wetland and flood limits shown are approximate and should not be used to determine setbacks for structure or as a basis for purchasing property.

Prepared using information from Nearmap & Lake County Department of Information and Technology: GIS/Mapping Division
18 North County Street
Waukegan, Illinois 60085-4357
847-377-2373



2019 Aerial Photo

Map Prepared 17 January 2020










EXHIBIT L-4

(to First Amendment to Intergovernmental Agreement)

CONCEPTUAL LOCATION OF HALF DAY-ROUTE 41 CONNECTION

Exhibit L-4

Legend

-  Skokie River Woods
-  Half Day-Rte 41 Connection
-  Connector Trail
-  Existing Trail
-  Old Elm Rd Trail Connection Concept
-  Access Trail
-  Skokie Valley Bike Path

Lake County Forest Preserve District
 Land Preservation and Special Projects
 1899 W Winchester Rd
 Libertyville, Illinois 60048
 847-968-3351

Courtesy Copy Only.
 Property boundaries indicated are provided
 for general location purposes. Wetland
 and flood limits shown are approximate and
 should not be used to determine setbacks for
 structure or as a basis for purchasing property.

Prepared using information from:
 Lake County Department of Information
 & Technology: GIS/Mapping Division
 18 North County Street
 Waukegan, Illinois 60085-4357
 847-377-2373



2017 Aerial Photo

Map Prepared 19 February 2020

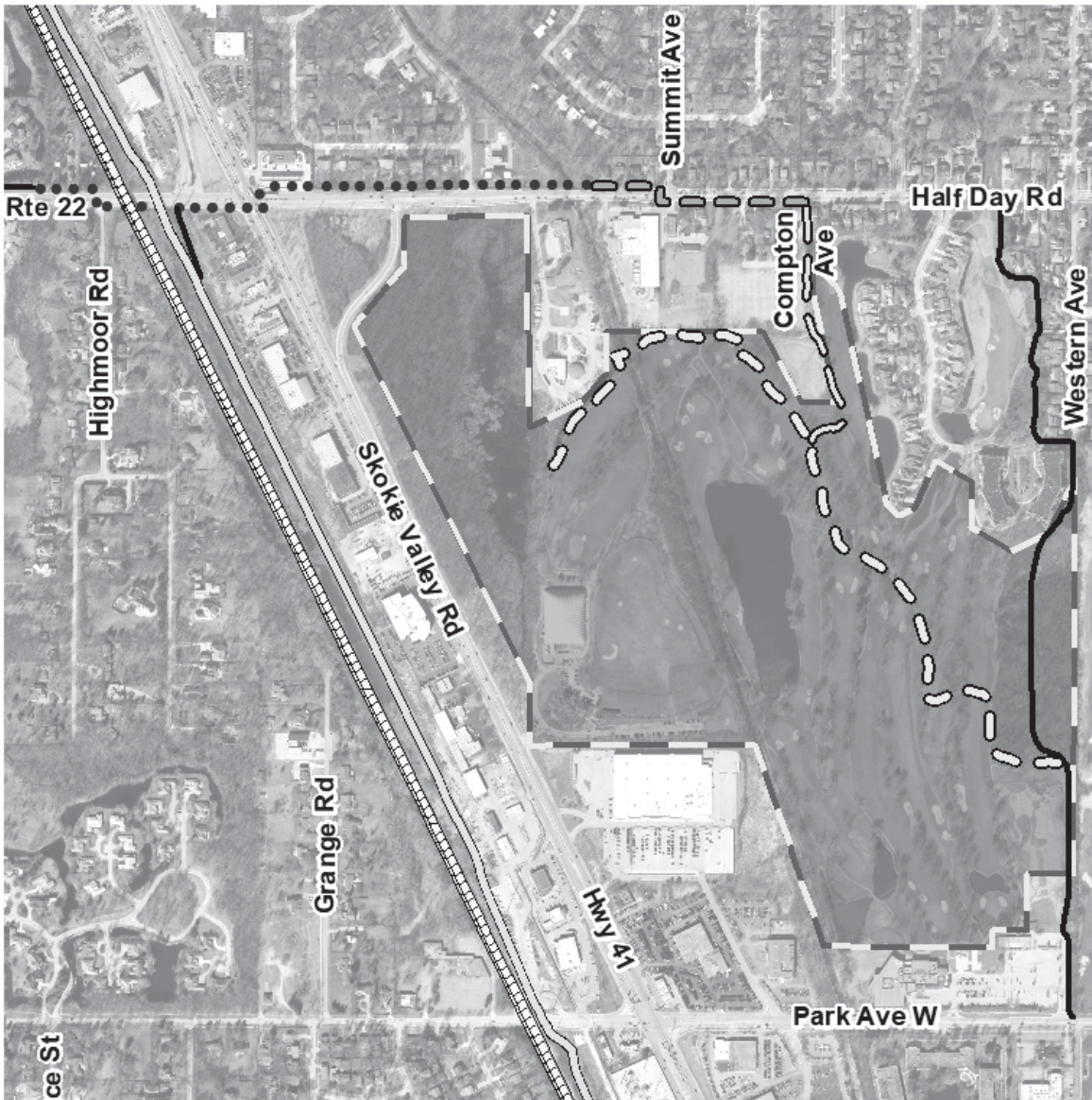


EXHIBIT M-1

Construction Schedule for Construction of Improvements Depicted in Park District Master Plan

Exhibit M-1: Schedule for Construction of Improvements Depicted in Park District Master Plan

Spring 2020	Final Approvals and Permitting
Summer 2020	Bid/Award Project
Summer 2020 - Winter 2020/21	Installation of Park and Programming Features Shoreline Restoration Seeding, Monitoring and Maintenance
Spring 2021	Trail and Pathway Development Including Gateway Path (except that the construction schedule for the Access Trail as defined in the Intergovernmental Agreement is set forth in Section 7.B.2.c of the Intergovernmental Agreement.) Installation of Landscaping and Live Plants
Late Summer 2021	Completion of All Master Plan Improvements Opening Event
2021 – 2023	Establishment and Maintenance of Restored Areas



Memorandum

To: Park Board of Commissioners

From: Mitch Carr, Director of Recreation and Facilities; Brian Romes, Executive Director

Date: March 31, 2020

Subject: **First Student Transportation Services Contract Extension for Summer Camp**

Summary/Background

Since 2015, First Student Inc. has provided transportation services for both School District 112 and the Park District of Highland Park. Services provided to the Park District include AM and PM bus routes that provide home to camp transportation for Highland Park residents, transportation of campers between before/aftercare and their day camp locations, and daily transportation of all campers to and from field trips, off-site activities, and overnight trips.

Park District's experience with First Student Inc. has been very satisfactory. Staff believes they are responsive to our requests and professional in our interactions.

In July 2018, School District 112 extended its contract with First Student, until July 2020. In 2020, School District 112 extended its contract with First Student once more, until July 2021. The proposed extension will extend the current contract with the Park District till August 31, 2021, covering transportation services for the entire 2021 camp season.

Financial Impact

Current 2020 summer camp bus contract (per bus per day)	\$285.61
Proposed 2021 summer camp bus contract (per bus per day)	\$316.64

The current extension for the 2021 camp season will reflect a 7.9% increase from our 2020 cost, bringing the cost up to \$316.64 per bus per day.

The final cost of busing for each camp season varies depending on the final number of buses needed, however, based on the staff analysis of need, we expect the total cost per season to be between \$180,000 and \$200,000. The 2021 budget, when developed, would reflect this increase in the bus contract.

Recommendation

Staff recommends approval from the Board of Park Commissioners to extend our agreement with First Student Inc. for the 2021 camp season.

**INDEPENDENT CONTRACTOR AGREEMENT
AMENDMENT AND EXTENSION TO THE TRANSPORTATION SERVICES
AGREEMENT BETWEEN PARK DISTRICT OF HIGHLAND PARK AND FIRST
STUDENT, Inc.**

THIS AGREEMENT entered into by and between First Student Inc. (hereafter “CONTRACTOR”) and THE PARK DISTRICT OF HIGHLAND PARK (hereafter “AGENCY”).

WHEREAS, CONTRACTOR will continue performing transportation services and work for AGENCY in accordance with the contract dated April 20th, 2015 for Request for Proposal: 2015-2017 Summer Bus Services Specification (hereafter “RFP”), and CONTRACTOR’s Proposal (hereafter “Proposal”), all of which are attached hereto as **Exhibit B** and incorporated herein and, with this document, collectively referred to as the “Agreement.”

WHEREAS, the parties wish to extend the terms thereof and amend the agreement further:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, CONTRACTOR hereby agrees:

1. **TERM:** The term of the agreement shall extend for one (1) additional year, commencing August 15, 2020 and continuing through August 31, 2021. Thereafter this agreement may be extended on a year-to-year basis by mutual agreement of the Parties.
 2. **COMPENSATION:** Commencing August 15, 2020 the rates of compensation payable hereunder during the ensuing Contract year shall be those set forth in **Exhibit ‘A’**. Rates will increase 7.9% for the 2021 Camp season, over the 2020 camp season rates.
 3. **EQUIPMENT:** AGENCY and CONTRACTOR have agreed to move forward with fleet not more than 5 years in age, and with functioning air conditioning.
 4. **NOTICE TO PARTIES:** All notices to be given by the parties to this Agreement shall be in writing and serviced by depositing same in the United States Mail, certified mail.
 - a. Notices to AGENCY shall be addressed to:
Cathy Fiori – Recreation Program Manager
Park District of Highland Park
636 Ridge Road.
Highland Park, Illinois 60035
 - b. Notices to CONTRACTOR shall be addressed to:
Leslie Norgren
Area General Manager
First Student, Inc.
1717 Park Street, Suite 225
Naperville, IL 60563
- With a copy to:
General Counsel
First Student, Inc.
600 Vine St.
Cincinnati, OH 45202

5. **ASSIGNMENT:** This agreement shall not be assigned by the parties hereto, without the written consent of the AGENCY, which consent shall not be unreasonably withheld or delayed. However, the CONTRACTOR may assign this agreement if the assignment is made to a parent company, subsidiary, related or affiliated company.

6. **CHANGES IN SERVICES:** the AGENCY may increase or decrease services to be provided by CONTRACTOR under this agreement. However, where such increases or decreases materially impact the service levels or equipment levels required of CONTRACTOR under assumed routes, schedules, and vehicle requirements contained in this Agreement, CONTRACTOR shall be permitted to adjust rates at which services are provided to cover increase or decreases in cost structure associated with such changes by the AGENCY.

7. **TERMINATION FOR CONVENIENCE:** Either party may terminate this agreement at the end of any service year, without cause, upon sixty (60) days written notice to the other party.

8. **NO OTHER MODIFICATIONS:** All terms of the Agreement shall remain in full force and effect except to the extent modified herein. This amendment shall become a part of and integrated into the Agreement.

IT IS MUTUALLY UNDERSTOOD AND AGREED that CONTRACTOR or its employees, representatives or Subcontractors are in no sense employees of AGENCY, it being specifically agreed that CONTRACTOR bears the relationship of an independent CONTRACTOR to AGENCY.

This Amendment shall be in full force and effect from the _____ day of _____, 20____ until such time as it is terminated by AGENCY.

IN WITNESS WHEREOF, THE PARTIES have executed this Agreement this _____ day of _____, 20_____.

PARK DISTRICT OF HIGHLAND PARK

FIRST STUDENT, Inc.

Signature

Signature

Printed Name

Printed Name

Title

Title

Exhibit A

Park District of Highland Park	
Compensation rates for Transportation services (cost per bus, per day)	
2020 Camp Season	2021 Camp Season
Current Season	7.9% increase
June-August 2020	Aug. 15, 2020 – Aug 31 2021
\$293.46	\$316.64

Exhibit B



Memorandum

To: Park Board of Commissioners

From: Tony Matzke, Facilities Maintenance Manager; Dan Voss, Director of Parks; Mitch Carr, Director of Recreation & Facilities; Brian Romes, Executive Director

Date: March 31, 2020

Subject: **Renewal of the 2019 Fire Suppression/Fire Alarm Testing and Maintenance RFP**

Summary

In 2019, the Park District of Highland Park received two proposals for fire suppression/fire alarm testing and maintenance as well as Ansul inspections and fire extinguisher inspection and maintenance for the District's facilities.

American Backflow and Fire Prevention, Wauconda, IL submitted the low proposal and was under contract in 2019. Staff has been pleased with their services.

Financial Impact

Staff budgeted \$9,875.00 to complete the necessary inspections and possible repairs in 2020. The base proposal was \$7,595.00. However, the exact pricing will vary based on the determined testing requirements per extinguisher. The cost figured into the proposed total was determined by using the base inspection cost for each of the approximate 200 extinguishers within the District.

Recommendation

Staff recommends approval from the Park Board of Commissioners authorization for the Executive Director to renew contracts for the 2020 season for fire suppression/fire alarm testing and maintenance as well as Ansul inspections and fire extinguisher inspection and maintenance with American Backflow and Fire Prevention.



To: Board of Park Commissioners

From: Karen Lakoske - Accounts Payable Administrator
Mari-Lynn Peters - Finance Director
Brian Romes - Executive Director

Date: March 31, 2020

Subject: Bills and Payroll Disbursements authorized by Finance Committee Member(s). Checks written February 20, 2020 through March 20, 2020 to be presented to the Board for approval on March 31, 2020.

BILLS

<u>DATE</u>	<u>AMOUNT</u>
March 5, 2020	\$ 295,311.83
March 9, 2020	\$ 390.81
March 20, 2020	\$ 81,765.16
Void Payments	\$ (1,540.00)
Bank Drafts	\$ 69,930.19
P-Card	\$ 237,304.80
TOTAL	\$ 683,162.79

PAYROLL DISBURSEMENTS

February 14, 2020	\$ 322,475.39
February 28, 2020	\$ 328,429.20
TOTAL	\$ 650,904.59

GRAND TOTAL	\$ 1,334,067.38
--------------------	------------------------

To the Treasurer:

The payment of the above listed accounts is hereby approved by the below named Finance Committee member as of 03-31-20 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: APPKT02284 - 20200304 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						
15147	ABC PRINTING COMPANY	03/04/2020	Regular	0.00	427.15	184500
244921	Invoice	02/17/2020	500 Inserts - HNC & Rosewood Interpretive ...	0.00	145.49	
244922	Invoice	02/17/2020	500 Trifold brochures	0.00	140.72	
244923	Invoice	02/17/2020	500 Trifold brochures - Rosewood Interpreti...	0.00	140.94	
10149	ANCEL, GLINK, DIAMOND, BUSH,	03/04/2020	Regular	0.00	3,065.13	184501
74429	Invoice	02/12/2020	Professional fees thru January 31, 2020	0.00	3,065.13	
18450	ASHLEY HEATON	03/04/2020	Regular	0.00	318.00	184502
1119620	Invoice	03/02/2020	Refund	0.00	20.00	
1119620.1	Invoice	03/02/2020	Refund	0.00	20.00	
1119651	Invoice	03/02/2020	Refund	0.00	278.00	
18451	BARKING DOG EXHIBITS	03/04/2020	Regular	0.00	4,648.00	184503
14575	Invoice	02/20/2020	20 Storywalk angle mounted frames	0.00	4,648.00	
18239	BRINK'S INC	03/04/2020	Regular	0.00	1,458.14	184504
11030261	Invoice	02/01/2020	February 2020 - a	0.00	1,144.31	
3114510	Invoice	01/31/2020	January 2020 #1-b	0.00	313.83	
10989	CHICAGO KILN SERVICE INC	03/04/2020	Regular	0.00	7,175.00	184505
25682	Invoice	01/22/2020	50% Deposit - Kiln construction	0.00	7,175.00	
18448	CHARLES LETTVIN	03/04/2020	Regular	0.00	65.00	184506
1109526	Invoice	02/21/2020	Refund	0.00	65.00	
14971	CHILDREN'S THEATRE COMPANY	03/04/2020	Regular	0.00	936.00	184507
021820	Invoice	02/18/2020	Winter 2020 Theatre workshop class	0.00	936.00	
10502	CITY OF HIGHLAND PARK	03/04/2020	Regular	0.00	4,929.56	184508
006463 030120	Invoice	03/01/2020	Water/Sewer 12/01/19-02/29/20 0 Cloverda...	0.00	63.10	
002039 030120	Invoice	03/01/2020	Water/Sewer 12/01/19-02/29/20 3420 Kren...	0.00	62.77	
007271 030120	Invoice	03/01/2020	Water/Sewer 12/01/19-02/29/20 0 Kent Ave...	0.00	25.50	
008032 030120	Invoice	03/01/2020	Water/Sewer 12/01/19-02/29/20 636 Ridge ...	0.00	1,402.24	
008037 030120	Invoice	03/01/2020	Water/Sewer 12/01/19-02/29/20 636 Ridge ...	0.00	657.74	
008912 030120	Invoice	03/01/2020	Water/Sewer 12/01/19-02/29/20 150 Barbe...	0.00	144.26	
009261 030120	Invoice	03/01/2020	Water/Sewer 12/01/19-02/29/20 2821 Ridge..	0.00	629.80	
024593 030120	Invoice	03/01/2020	Water/Sewer 02/01/20-02/29/20 1755 St Jo...	0.00	8.50	
026564 030120	Invoice	03/01/2020	Water/Sewer 12/01/19-02/29/20 2755 Trail...	0.00	25.50	
028582 030120	Invoice	03/01/2020	Water/Sewer 12/01/19-02/29/20 1556 Grov...	0.00	25.50	
026585 030120	Invoice	03/01/2020	Water/Sewer 12/1/19-2/29/20 1240 Fredric...	0.00	1,859.15	
026603 030120	Invoice	03/01/2020	Water/Sewer 12/01/19-02/29/20 850 Clavey...	0.00	25.50	
10537	COMMONWEALTH EDISON COMPANY	03/04/2020	Regular	0.00	1,602.95	184509
0203254004 0217...	Invoice	02/17/2020	HPGLC/Dog Park Lights 01/16/20-02/17/20	0.00	1,602.95	
16142	CONSTELLATION NEWENERGY INC	03/04/2020	Regular	0.00	7,323.34	184510
16253016601	Invoice	02/26/2020	1201 Park Ave W 01/27/20-02/25/20	0.00	7,323.34	
18414	DANA BRECKINRIDGE	03/04/2020	Regular	0.00	100.00	184511
1107411	Invoice	02/19/2020	Refund	0.00	100.00	
10687	DEMUTH INC	03/04/2020	Regular	0.00	2,100.00	184512
V-1568	Invoice	02/07/2020	01/03/20 Service call	0.00	2,100.00	
16163	DEREK SCHMIEDER	03/04/2020	Regular	0.00	151.00	184513

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	
1120821	Invoice	03/03/2020	Refund	0.00	151.00	
18336	EXECUTIVE COACHING CONNECTIONS	03/04/2020	Regular	0.00	5,891.76	184514
8801	Invoice	02/26/2020	Final half coaching & team development	0.00	5,381.76	
17719	CONSTELLATION NEWENERGY - GAS D	03/04/2020	Regular	0.00	9,570.70	184515
2825187	Invoice	02/19/2020	January 2020	0.00	1,846.65	
2826020	Invoice	02/20/2020	01/01/20-01/31/20	0.00	7,724.05	
16915	FALCONS HOCKEY ASSOCIATION	03/04/2020	Regular	0.00	4,236.70	184516
022720	Invoice	02/27/2020	Winter 2020 Hockey classes	0.00	4,236.70	
18368	I.B. STOREY US INC	03/04/2020	Regular	0.00	33,600.00	184517
2020-03	Invoice	01/02/2020	Rink engineering compressor replacement #1	0.00	33,600.00	
15996	IBJF HEALTH PERFORMANCE INSTITUTE	03/04/2020	Regular	0.00	7,250.00	184518
143567	Invoice	02/18/2020	01/14/20-03/19/20 Training sessions	0.00	7,250.00	
11247	JACOBSON GOLF COURSE DESIGN INC	03/04/2020	Regular	0.00	6,025.50	184519
INV-0071	Invoice	01/03/2020	Short Game area construction documents	0.00	6,025.50	
18449	LIZ DRUMMOND	03/04/2020	Regular	0.00	25.00	184520
1114470	Invoice	02/26/2020	Refund	0.00	25.00	
11696	MARKET ACCESS CORP.	03/04/2020	Regular	0.00	175.00	184521
6511	Invoice	01/07/2020	Supplies	0.00	175.00	
16928	E-QUANTUM CONSULTING, LLC	03/04/2020	Regular	0.00	330.00	184522
6239	Invoice	03/01/2020	Electric Consulting Service	0.00	330.00	
14647	MIDWEST FENCING CLUB	03/04/2020	Regular	0.00	1,357.20	184523
40	Invoice	02/24/2019	2020 Winter session 01/10/20-02/07/20	0.00	1,357.20	
17710	MNI TECHNOLOGIES DIRECT, INC	03/04/2020	Regular	0.00	210.00	184524
0003714559	Invoice	02/13/2020	Lenovo 5yr extended service-EZ Links POS te...	0.00	210.00	
10006	NCPERS GROUP LIFE INSURANCE	03/04/2020	Regular	0.00	112.00	184525
021320	Invoice	02/13/2020	NCPERS Group Life Insurance	0.00	112.00	
13604	NORTH SHORE GAS	03/04/2020	Regular	0.00	4,995.27	184526
0601145072-0000	Invoice	02/14/2020	Dear Creek 01/17/20-02/12/20 #1	0.00	1,641.45	
0601145072-0000	Invoice	02/14/2020	RCHP 01/17/20-02/13/20 #1	0.00	1,434.80	
0601145072-0001	Invoice	02/14/2020	1240 Fredrickson Pl 01/17/20-02/12/20	0.00	1,233.79	
0602225773-0000	Invoice	02/14/2020	1390 Sunset Rd 01/16/20-02/12/20 #1	0.00	227.60	
0602405421-0000	Invoice	02/17/2020	2900 Trail Way, Cunniff Prk Shelter 1/15/20-...	0.00	155.03	
0602405421-0000	Invoice	02/14/2020	1377 Clavey Rd 01/17/20-02/12/20 #1	0.00	164.61	
0602405421-0000	Invoice	02/14/2020	3100 Trail Way 01/16/20-02/12/20 #1	0.00	137.99	
11998	PARK DISTRICT RISK MGMT AGCY	03/04/2020	Regular	0.00	152,525.14	184527
0220133H	Invoice	02/29/2020	Health Invoice	0.00	152,525.14	
11998	PARK DISTRICT RISK MGMT AGCY	03/04/2020	Regular	0.00	30,797.77	184528
0220133	Invoice	02/29/2020	Property/Liability/Workers Comp/Emp	0.00	30,797.77	
15146	PETER E HERNANDEZ	03/04/2020	Regular	0.00	262.50	184529
02152000043	Invoice	02/13/2020	02/13/20 Photo shoot	0.00	262.50	
12211	RICOH USA, INC	03/04/2020	Regular	0.00	774.84	184530
5058861679	Invoice	02/17/2020	Copies 01/17/20-02/16/20	0.00	774.84	
12467	STEVE OLSON PRINTING & DESIGN	03/04/2020	Regular	0.00	841.00	184531
17373	Invoice	02/04/2020	4,000 Member for day cards, 2,000 envelopes	0.00	841.00	
12703	UNITED WAY OF METRO CHICAGO	03/04/2020	Regular	0.00	44.00	184532
050320	Invoice	03/03/2020	United Way	0.00	44.00	

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	
17515	WINDSTREAM	03/04/2020	Regular	0.00	2,548.18	184533
72296481	Invoice	02/22/2020	February 2020	0.00	2,548.18	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	57	34	0.00	295,311.83
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
	57	34	0.00	295,311.83



Park District of Highland Park, IL

Check Register

Packet: APPKT02288 - 20200309 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						
10502	CITY OF HIGHLAND PARK	03/09/2020	Regular	0.00	390.81	184534
030420	Invoice	03/04/2020	Lots 3 & 4 2019 Est Maint & Mgmt fee corre...	0.00	390.81	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	390.81
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	390.81



Park District of Highland Park, IL

Check Register

Packet: APPKT02304 - 3/20/20

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						
18471	ADAM HEARN	03/20/2020	Regular	0.00	32.06	184535
1124139	Invoice	03/06/2020	Refund	0.00	32.06	
10111	AMALGAMATED BANK OF CHICAGO	03/20/2020	Regular	0.00	376.04	184536
1256069003 0301	Invoice	03/01/2020	Annual Administrative Fee	0.00	376.04	
10111	AMALGAMATED BANK OF CHICAGO	03/20/2020	Regular	0.00	475.00	184537
1256444003 0301	Invoice	03/01/2020	Annual Administrative Fee	0.00	475.00	
17885	AQJTY RESEARCH & INSIGHTS INC	03/20/2020	Regular	0.00	2,350.00	184538
20009	Invoice	03/06/2020	2020 PDHP Focus Groups - Final	0.00	2,350.00	
10185	AQUATIC ECOSYSTEMS MANAGEMEN	03/20/2020	Regular	0.00	6,970.00	184539
20200013	Invoice	02/13/2020	Shoreline clearing project - HPCC	0.00	6,970.00	
18239	BRINK'S INC	03/20/2020	Regular	0.00	202.84	184540
3162988	Invoice	02/29/2020	February 2020 - b	0.00	202.84	
10378	CALL ONE	03/20/2020	Regular	0.00	129.89	184541
1210674 031320	Invoice	03/15/2020	March/April 2020	0.00	129.89	
14371	CHILDREN'S THEATRE COMPANY	03/20/2020	Regular	0.00	1,716.00	184542
031120	Invoice	03/11/2020	Winter 2020 Theatre class fee	0.00	1,716.00	
17122	DYNEGY ENERGY SERVICES	03/20/2020	Regular	0.00	22,896.51	184543
331665720021	Invoice	02/27/2020	January-February 2020	0.00	22,896.51	
17719	CONSTELLATION NEWENERGY - GAS D	03/20/2020	Regular	0.00	8,960.43	184544
2848751	Invoice	03/16/2020	February 2020	0.00	1,856.24	
2848936	Invoice	03/16/2020	02/01/20-02/29/20	0.00	7,104.19	
18478	JORI HUTTER	03/20/2020	Regular	0.00	415.00	184545
1129624	Invoice	03/13/2020	Refund	0.00	415.00	
18477	KIKI KATZ	03/20/2020	Regular	0.00	524.00	184546
1129615	Invoice	03/13/2020	Refund	0.00	524.00	
17870	LATA VARGHESE	03/20/2020	Regular	0.00	49.54	184547
1124159	Invoice	03/06/2020	Refund	0.00	49.54	
18473	LENUTA UNGUREANU	03/20/2020	Regular	0.00	47.00	184548
1128275	Invoice	03/11/2020	Refund	0.00	47.00	
18449	LIZ DRUMMOND	03/20/2020	Regular	0.00	20.00	184549
1129611	Invoice	03/13/2020	Refund	0.00	10.00	
1129611-1	Invoice	03/13/2020	Refund	0.00	10.00	
18474	LAKESHORE RECYCLING SYSTEMS, LLC	03/20/2020	Regular	0.00	1,310.27	184550
0004389575	Invoice	02/29/2020	Garbage & Recycling 03/01/20-03/31/20	0.00	68.85	
0004389576	Invoice	02/29/2020	Garbage Removal 03/01/20-03/31/20	0.00	43.70	
0004389577	Invoice	02/29/2020	Garbage & Recycling 03/01/20-03/31/20	0.00	71.10	
0004389578	Invoice	02/29/2020	Garbage & Recycling 03/01/20-03/31/20	0.00	124.16	
0004389580	Invoice	02/29/2020	Garbage Removal 03/01/20-03/31/20	0.00	292.90	
0004389582	Invoice	02/29/2020	Landscape Roll Off Container	0.00	513.23	
0004389583	Invoice	02/29/2020	Garbage & Recycling 03/01/20-03/31/20	0.00	196.33	
18476	LST 393 VETERANS MUSEUM	03/20/2020	Regular	0.00	100.00	184551

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>07152020</u>	Invoice	03/18/2020	07/15/20 Overnight deposit	0.00	100.00	
18470	MARK GREENBAUM	03/20/2020	Regular	0.00	83.28	184552
<u>1123226</u>	Invoice	03/05/2020	Refund	0.00	83.28	
18480	MATTHEW COHEN	03/20/2020	Regular	0.00	100.00	184553
<u>1129678</u>	Invoice	03/13/2020	Refund	0.00	100.00	
13604	NORTH SHORE GAS	03/20/2020	Regular	0.00	661.82	184554
<u>0602105421-0000</u>	Invoice	03/09/2020	Aquatic Park 02/02/20-03/01/20	0.00	333.76	
<u>0608197647-0000</u>	Invoice	03/03/2020	Sunset Rd N of Bldg 02/02/20-03/01/20	0.00	328.06	
11933	NORTH SHORE SCHOOL DIST 112	03/20/2020	Regular	0.00	192.50	184555
<u>030120</u>	Invoice	03/01/2020	03/01/20 School gym rental	0.00	192.50	
11998	PARK DISTRICT RISK MGMT AGCY	03/20/2020	Regular	0.00	60.00	184556
<u>1579122771</u>	Invoice	02/04/2020	02/04/20 Training - E. Rodriguez	0.00	15.00	
<u>1579122796</u>	Invoice	02/04/2020	02/04/20 Training - J. Leguizamo	0.00	15.00	
<u>1579122819</u>	Invoice	02/04/2020	02/04/20 Training - A. Hernandez	0.00	15.00	
<u>1580232690</u>	Invoice	02/04/2020	02/04/20 Training - R. Maldonado	0.00	15.00	
11998	PARK DISTRICT RISK MGMT AGCY	03/20/2020	Regular	0.00	4,327.14	184557
<u>04012020</u>	Invoice	03/11/2020	Health Invoice	0.00	4,327.14	
12159	RAY LASETER	03/20/2020	Regular	0.00	308.00	184558
<u>031420</u>	Invoice	03/14/2020	March 2020 Travel Basketball Games	0.00	308.00	
16239	RICOH USA, INC.	03/20/2020	Regular	0.00	3,337.90	184559
<u>102404988</u>	Invoice	03/06/2020	Ricoh Lease 03/25/20-04/24/20	0.00	3,337.90	
16459	SANTO SPORT STORE	03/20/2020	Regular	0.00	8,878.40	184560
<u>703815</u>	Invoice	02/05/2020	78 Jerseys Adult & Youth	0.00	2,194.00	
<u>703816</u>	Invoice	02/05/2020	77 Jerseys Adult & Youth	0.00	2,167.00	
<u>703817</u>	Invoice	02/05/2020	131 Pants Adult & Youth	0.00	2,841.00	
<u>703818</u>	Invoice	02/05/2020	77 Shirts Adult & Youth	0.00	1,155.00	
<u>703821</u>	Invoice	02/05/2020	75 Belts Adult & Youth	0.00	521.40	
18479	SOLOMON SCHECHTER PTO	03/20/2020	Regular	0.00	690.00	184561
<u>1129691</u>	Invoice	03/13/2020	Refund	0.00	690.00	
18411	STUDIO E 15, LLC	03/20/2020	Regular	0.00	325.00	184562
<u>SVGC_FININV</u>	Invoice	03/06/2020	30 second TV commercial - Final	0.00	325.00	
17431	SUE MONSEN - PETTY CASH	03/20/2020	Regular	0.00	9.87	184563
<u>031120</u>	Invoice	03/11/2020	Petty Cash Reimbursed	0.00	9.87	
18475	CHICAGO KIDS	03/20/2020	Regular	0.00	500.00	184564
<u>2851</u>	Invoice	12/18/2019	ADVERTISING - EBLAST	0.00	500.00	
10587	CREEKSIDE PRINTING	03/20/2020	Regular	0.00	13,609.18	184565
<u>1566</u>	Invoice	02/03/2020	13,400 Spring Brochures 2020	0.00	13,609.18	
18238	VERA SCHMIDT	03/20/2020	Regular	0.00	546.00	184566
<u>031720</u>	Invoice	03/17/2020	Winter 2020 Adult Ballroom Dance	0.00	546.00	
16823	WELLS FARGO EQUIPMENT FINANCE II	03/20/2020	Regular	0.00	515.26	184567
<u>5099491897</u>	Invoice	03/04/2020	Walking green's mower lease	0.00	515.26	
16823	WELLS FARGO EQUIPMENT FINANCE II	03/20/2020	Regular	0.00	1,046.23	184568

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	
5009491832	Invoice	03/04/2020	Walking green's mower lease	0.00	1,046.23	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	50	34	0.00	81,765.16
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
	50	34	0.00	81,765.16



Park District of Highland Park, IL

Check Register

Packet: APPKT02271 - 20200225 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 11901	NELS J JOHNSON TREE EXPERT INC	02/06/2020	Regular	0.00	-1,060.00	184422

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	-1,060.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	0	1	0.00	-1,060.00



Park District of Highland Park, IL

Check Register

Packet: APPKT02289 - 03102020 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	
11901	NELS J JOHNSON TREE EXPERT INC	02/19/2020	Regular	0.00	-480.00	184476

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	-480.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	0	1	0.00	-480.00



Park District of Highland Park, IL

Check Register

Packet: APPKT02278 - 20200302 2

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: PAYROLL-PAYROLL BANK						
10058	AFLAC	03/02/2020	Bank Draft	0.00	874.72	DFT0002508
<u>AFLAC 022820</u>	Invoice	02/28/2020	AFLAC 02/28/20	0.00	874.72	
11161	ICMA RETIREMENT TRUST #302037	03/02/2020	Bank Draft	0.00	5,466.52	DFT0002509
<u>ICMA 457 022820</u>	Invoice	02/28/2020	Wire Transfer ICMA 457 Deferred Comp	0.00	5,466.52	
12825	ICMA RETIREMENT TRUST #705568	03/02/2020	Bank Draft	0.00	335.00	DFT0002510
<u>ICMA Roth 022820</u>	Invoice	02/28/2020	Wire Transfer ICMA Roth	0.00	335.00	

Bank Code PAYROLL Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	3	3	0.00	6,676.24
EFT's	0	0	0.00	0.00
	3	3	0.00	6,676.24



Park District of Highland Park, IL

Check Register

Packet: APPKT02286 - 20200306 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: PAYROLL-PAYROLL BANK						
11177	ILL MUNICIPAL RETIREMENT FUND	03/06/2020	Bank Draft	0.00	52,174.41	DFT0002511
IMRF February 20...	Invoice	02/28/2020	IMRF 02/28/20	0.00	52,174.41	

Bank Code PAYROLL Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	52,174.41
EFT's	0	0	0.00	0.00
	1	1	0.00	52,174.41



Park District of Highland Park, IL

Check Register

Packet: APPKT02294 - 20200311 5

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						
11188	ILLINOIS DEPT. OF REVENUE	03/11/2020	Bank Draft	0.00	62.00	DFT0002512
February 2020	Invoice	03/11/2020	February 2020	0.00	62.00	

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	62.00
EFT's	0	0	0.00	0.00
	1	1	0.00	62.00



Park District of Highland Park, IL

Check Register

Packet: APPKT02295 - 20200311 6

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						
15487	I.D.E.S.	03/11/2020	Bank Draft	0.00	5,133.00	DFT0002513
<u>201900781</u>	Invoice	02/07/2020	Unemployment compensation 4th qtr 2019	0.00	5,133.00	

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	5,133.00
EFT's	0	0	0.00	0.00
	1	1	0.00	5,133.00



Park District of Highland Park, IL

Check Register

Packet: APPKT02299 - 20200313 2

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: PAYROLL-PAYROLL BANK						
11161	ICMA RETIREMENT TRUST #302087	03/13/2020	Bank Draft	0.00	5,549.54	DFT0002526
<u>ICMA 457 031320</u>	Invoice	03/13/2020	Wire Transfer ICMA 457 Deferred Comp	0.00	5,549.54	
12825	ICMA RETIREMENT TRUST #705568	03/13/2020	Bank Draft	0.00	335.00	DFT0002527
<u>ICMA Roth 031320</u>	Invoice	03/13/2020	Wire Transfer ICMA Roth	0.00	335.00	

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	2	2	0.00	5,884.54
EFT's	0	0	0.00	0.00
	2	2	0.00	5,884.54



Park District of Highland Park, IL

Check Register

Packet: APPKT02274 - 20200226 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	02/26/2020	Bank Draft	0.00	100,666.70	DFT0002494
020720	Invoice	02/07/2020	P-Card with PA	0.00	100,666.70	

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	100,666.70
EFT's	0	0	0.00	0.00
	1	1	0.00	100,666.70



Park District of Highland Park, IL

Check Register

Packet: APPKT02275 - 20200226 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						
10313	BOA P-CARD STATEMENTS	02/26/2020	Bank Draft	0.00	136,638.10	DFT0002495
<u>02072020</u>	Invoice	02/07/2020	P-Card w/tn PA	0.00	136,638.10	

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	136,638.10
EFT's	0	0	0.00	0.00
	1	1	0.00	136,638.10

P-Card Transactions
01/08/20 - 02/07/20

Vendor Name	Transaction Count	Amount Total
1000BULBS.COM	1	\$180.81
2XL CORP/CARE-GYMWIPES	1	\$840.00
4IMPRINT	2	\$733.41
72821 - GRANT PARK NOR	1	\$47.00
ADOBE ACROPRO SUBS	1	\$100.02
AIR COMFORT CORPORATIO	2	\$4,130.00
ALAMO RENT-A-CAR RENTA	1	\$214.72
ALLSTATE ARENA	1	\$675.00
AMAZON.COM 0A9I13ER3 A	1	\$31.89
AMAZON.COM 5E4JD2J93 A	1	\$25.99
AMAZON.COM 680ZM1Q03 A	1	\$64.08
AMAZON.COM 791D42ZV3 A	1	\$15.98
AMAZON.COM AMZN.COM/BI	1	(\$19.99)
AMAZON.COM ED8UN1NX3 A	1	\$159.45
AMAZON.COM EK8885VD3 A	1	\$29.89
AMAZON.COM FP4288T03 A	1	\$198.99
AMAZON.COM KM8Q20AB3 A	1	\$57.34
AMAZON.COM ME8NU13Q2 A	1	\$35.78
AMAZON.COM QR31Q1V93 A	1	\$91.88
AMAZON.COM US9OL8VD3 A	1	\$44.71
AMAZON.COM V10T997T3 A	1	\$243.29
AMAZON.COM XV55Y38Z3 A	1	\$39.54
AMERICAN RED CROSS	1	\$76.00
AMZN Mktp US	3	(\$245.22)
AMZN Mktp US 091257HD3	1	\$26.85
AMZN MKTP US 0L9ME8WD3	1	\$42.68
AMZN Mktp US 0M9EG3SB3	1	\$44.99
AMZN Mktp US 1504X80T3	1	\$68.50
AMZN Mktp US 2A28V4OA3	1	\$188.76
AMZN Mktp US 2V3TT9VU3	1	\$58.99
AMZN MKTP US 3H9YG8QH3	1	\$385.68
AMZN Mktp US 403HJ1HN3	1	\$63.76
AMZN Mktp US 4P46C6063	1	\$21.49
AMZN MKTP US 4U1HY3XZ3	1	\$187.95
AMZN MKTP US 513QL1FQ3	1	\$31.86
AMZN Mktp US 5D1MT4LQ3	1	\$17.98
AMZN MKTP US 637F67AV3	1	\$72.72
AMZN MKTP US 7G8YZ9LW3	1	\$69.98
AMZN MKTP US 7T39S2D13	1	\$29.93
AMZN MKTP US 9D8IF21E3	1	\$69.13
AMZN Mktp US A34NX5U03	1	\$98.95
AMZN MKTP US AY3DS69F3	1	\$48.32
AMZN MKTP US BB3MP5GC3	1	\$20.98
AMZN Mktp US C65H21JQ3	1	\$58.99
AMZN MKTP US DR6O96QB3	1	\$23.10
AMZN MKTP US FO1854Z23	1	\$92.08
AMZN MKTP US GZ3D48LS3	1	\$11.28
AMZN Mktp US GZ7IK9K33	1	\$33.94
AMZN Mktp US HB4ZC9FM3	1	\$553.77

P-Card Transactions
01/08/20 - 02/07/20

AMZN Mktp US HK76D0013	1	\$530.00
AMZN Mktp US IB8YS3873	1	\$98.88
AMZN MKTP US JO1364D03	1	\$36.79
AMZN Mktp US K86F13CN3	1	\$32.99
AMZN Mktp US KB8TX9TE3	1	\$161.15
AMZN MKTP US KR3921453	1	\$43.96
AMZN Mktp US L59B49P43	1	\$86.49
AMZN Mktp US M16G72893	1	\$21.51
AMZN Mktp US M98BY1XA2	1	\$550.87
AMZN MKTP US ME8849CC3	1	\$23.62
AMZN Mktp US ME8GF1FQ0	1	\$70.00
AMZN MKTP US ME8ZQ1J42	1	\$57.16
AMZN Mktp US MI4XG7HQ3	1	\$129.90
AMZN Mktp US NZ8ZP9VS3	1	\$102.15
AMZN MKTP US O96UO6LS3	1	\$52.89
AMZN MKTP US OH18E2RN3	1	\$66.46
AMZN Mktp US OJ7DQ80O3	1	\$17.99
AMZN MKTP US P54VH2913	1	\$85.97
AMZN MKTP US P94F388E3	1	\$42.39
AMZN MKTP US PI1FQ6U33	1	\$22.99
AMZN Mktp US PT3DI4KM3	1	\$35.95
AMZN MKTP US QO86660Y3	1	\$126.71
AMZN MKTP US R28K35193	1	\$39.32
AMZN MKTP US RB8JI8RB3	1	\$43.92
AMZN Mktp US SL4B241Y3	1	\$250.24
AMZN MKTP US SM65K05M3	1	\$29.88
AMZN MKTP US T18IS0AI3	1	\$27.97
AMZN Mktp US TD9P98Q73	1	\$14.14
AMZN Mktp US TU7DQ1UE3	1	\$177.51
AMZN Mktp US U07ZE0903	1	\$79.94
AMZN MKTP US U443E7MA3	1	\$30.74
AMZN MKTP US UQ8DW28F3	1	\$23.98
AMZN MKTP US VB8JW2813	1	\$552.55
AMZN Mktp US VP1IU9NF3	1	\$5.79
AMZN Mktp US WB4HY0L23	1	\$199.00
AMZN MKTP US WI3QL9MO3	1	\$19.99
AMZN MKTP US XG04H53H3	1	\$66.92
AMZN Mktp US XW9HZ1LJ3	1	\$93.64
AMZN MKTP US YE2NF9DZ3	1	\$77.54
AMZN MKTP US YG50I65I3	1	\$175.99
AMZN Mktp US Z01O032R3	1	\$71.98
AMZN Mktp US Z99IG61R3	1	\$73.98
AMZN MKTP US ZA9O42HU3	1	\$20.98
AMZN MKTP US ZC35P6YF3	1	\$18.98
ANDERSON LOCK CO	1	\$6,524.34
APPLE.COM/US	1	\$99.00
ARTHUR CLESEN- LINCOLN	1	\$11.00
ASCAP LICENSE FEE	1	\$391.18
AT&T PREMIER EBIL	1	\$1,024.61
ATT BUS PHONE PMT	3	\$224.53

P-Card Transactions
01/08/20 - 02/07/20

AVALON PETROLEUM	1	\$3,088.79
BABOLAT VS NORTH AMERI	1	\$477.08
BARNES & NOBLE #2020	2	\$45.69
BATTERIES PLUS #0456	1	\$274.95
BHFX #10	2	\$95.00
BLP BUSINESS WEEK	1	\$70.00
BLS MAGISTO	1	\$15.00
BLUEGRASS	1	\$40.72
BRIDGE ST MARKET #650	1	\$15.11
BSN SPORTS LLC	1	\$918.27
BURRIS EQUIPMENT CO	3	\$301.45
BUTCHERS UNION	1	\$51.20
CASEYS NORTH UTICA	1	\$64.68
CDW GOVT #WHX9610	1	\$325.00
CERAMIC SUPPLY CHICAGO	1	\$163.50
CHEMCRAFT INDUSTRIES I	1	\$357.06
CHI TAXI 1504	1	\$7.75
CHI TAXI 3011	1	\$11.25
CHI TAXI 4291	1	\$8.00
CHICAGO FSC	3	\$424.00
CHICAGO SKY	1	\$203.00
CHICAGO TRIB SUBSCRIPT	1	\$15.96
CITY HOME VACUUM	1	\$24.95
CITY OF HIGHLAND PARK	2	\$201.00
CLAIM ADJ/EZREGISTER	1	(\$46.00)
CLEAN CUT TREE CARE IN	7	\$40,360.00
CLEANITSUPPLY.COM	2	\$250.27
CLIFFORD WALD AND COMP	1	\$1,134.52
CLUCKERS CHARCOAL CHIC	1	\$119.51
COMCAST	1	\$12,331.90
COMCAST CHICAGO	1	\$148.35
COMCAST CHICAGO CS 1X	12	\$2,479.31
COMPLETE LIGHTING	1	\$1,120.20
COMPLIANCE SIGNS.COM	3	\$1,338.87
COSTUME GALLERY	2	\$1,345.00
COUNTRY KITCHEN HP LLC	1	\$48.99
CRAFTWOOD LUMBER & HAR	28	\$1,528.97
CURTAIN CALL COSTUMES	1	\$1,643.48
CUSTOMINK LLC	1	(\$1.00)
CUSTOMTHROW	1	\$599.85
CUTLER WORKWEAR	1	\$150.00
CVS/PHARMACY #04787	1	\$87.94
CYGANY INC	1	\$570.00
DANSCO	2	\$1,228.83
DAVE & BUSTER'S, INC.	1	\$299.88
DAVEY TREE EXPERT COMP	1	\$4,368.00
DEERFIELD AUTO AND TIR	2	\$721.00
DIRECT FITNESS SOLUTIO	3	\$695.40
DISCOUNTMUGS.COM	1	\$1,080.40
DNH GODADDY.COM	1	\$739.98

P-Card Transactions
01/08/20 - 02/07/20

DNR WS2 PRK PARKS EPAY	2	\$523.25
DOLLAR TREE	3	\$42.00
DOMESTIC UNIFORM 5	1	\$167.80
DOMINO'S 2765	2	\$107.21
DROPBOX T4DCRVXXTR6K	1	\$11.99
DTV DIRECTV SERVICE	3	\$625.93
DUNBAR SECURITY PRODUC	1	\$108.46
DUNLOP SPORTS	2	\$1,928.88
EASTER EGG	1	\$65.00
EIG FATCOW	1	\$194.39
EINSTEIN BROS BAGELS07	1	\$24.12
EMPIRE COOLER SERVICE	2	\$300.00
ENERGY PRODUCTIONS	1	\$675.00
Etsy.com	1	\$18.59
EXCHEQUER PUB	1	\$600.00
EZREGISTER	1	\$61.00
FACEBK 77EM5Q2XU2	1	\$100.00
FACEBK CPGB5REWU2	1	\$59.89
FACEBK ETXJCPSQ62	1	\$125.00
FACTORY CLEANING EQUIP	1	\$238.00
FEDEX 503671187	1	\$27.25
FEDEX 779745478510	1	\$49.67
FELLERS INC	1	\$104.99
FISHTECH	1	\$11.58
FLASHINGBLINKYLIGHTS.C	5	\$975.70
FUNTOPIA	1	\$100.00
GCSAA EIFG	1	\$500.00
GLENVIEW PARK DISTRICT	2	\$80.00
GOLFKNICKERS COM	2	\$1,258.50
Google LLC	1	\$4.16
GROWER EQUIPMENT & SUP	5	\$1,561.33
HALOGEN SUPPLY COMPANY	1	\$602.70
HEY AND ASSOCIATES INC	3	\$28,990.00
HIGHLAND PARK FORD LIN	1	\$314.30
HILTON LAS PALMERAS FD	1	\$516.01
HOMWOOD SUITES	1	\$281.90
HORNUNG S GOLF PRODS	2	\$79.90
HP CHAMBER OF COMMERCE	1	\$10.00
HYATT REGENCY CHICAGO	8	\$1,760.19
HYATT REGENCY CHICAGO	16	\$243.50
ID WHOLESALER	1	\$145.71
IDLEWOOD ELECTRIC SUPP	7	\$707.96
IL CAMPING OR MUSEUM	1	\$170.00
ILIPRA.ORG	2	\$530.00
ILLINOIS ASSOC OF PARK	1	\$85.00
ILLINOIS ASSOCIATION O	3	\$35.00
IN MAGBOOTH	1	\$1,550.00
IN THE LOCAL MOMS NET	1	\$100.00
INT IN ARCO MECHANICA	1	\$2,091.00
INT IN GALLUS GOLF LL	2	\$2,325.00

P-Card Transactions
01/08/20 - 02/07/20

INT IN ILLINOIS PUMP	1	\$1,893.31
INT IN PROBLEM SOLVER	1	\$24.77
INT IN SOUND OF MUSIC	1	\$38.00
INT IN TGF FORESTRY &	1	\$1,540.00
INTERNATIONAL TRANSACTION	1	\$1.44
JEWEL-OSCO	10	\$210.85
JORSON AND CARLSON COM	1	\$143.04
K & M PRINTING	1	\$175.00
KELLE	1	\$136.92
KNOX COMPANY	1	\$412.00
LAKE FOREST ACUTE CARE	1	\$1,130.00
LAKESHORE IT SOLUTIONS	2	\$3,595.10
LAKESHORE RECYCLING SY	11	\$3,417.61
LAZ PARKING 600428	1	\$17.00
LAZ PARKING AT THE HYA	2	\$124.00
LCHD FINANCE	2	\$1,185.00
LEARN TO SKATE USA	1	\$33.50
LIFE FITNESS	2	\$410.07
LIFEGUARDING CLASSES	1	\$222.00
LIGHTING2LIGHTBULBS LL	1	\$115.50
LINKEDIN-507 7217413	1	(\$299.88)
LITTLE TOMMY S PLUMBIN	2	\$1,572.00
LPC GOLD COAST GAL T	1	\$26.50
MAILCHIMP MONTHLY	1	\$285.81
MARATHON SPORTSWEAR	1	\$2,024.31
MARIANOS #542	2	\$107.80
MARK VEND CO.	1	\$191.20
MENARDS 3327	6	\$115.43
MENARDS GURNEE IL	1	\$110.88
MENONI & MOCOJNI, INC.	1	\$86.45
METRA OGVIE QPS	1	\$5.50
METRA UNION STATION	2	\$14.50
MEXO	1	\$83.14
MICHAELS #9490	1	\$20.44
MICHAELS STORES 2037	3	\$161.31
MICHAELS STORES 9961	2	\$77.38
MID TOWN PETROLEUM ACQ	1	\$575.55
MUTT MITT	1	\$128.39
MUTUAL ACE HARDWARE &	27	\$1,652.18
NAPA AUTO PRTS HIGHLAN	56	\$4,577.76
NATIONAL PEN CO., LLC	1	\$1,695.49
NBX 110% 7203042167	1	\$1,854.00
NELS J JOHNSON TREE EX	1	\$1,540.00
NIU OUTREACH	1	\$120.00
NORTHSHORE PHYSICIAN	2	\$767.00
NTLREST SERVS SAFE	1	\$12.00
OFFICESUPPLY.COM	7	\$993.71
ONCOURT OFFCOURT	1	\$165.70
ONE DAY SHOOTOUTS	2	\$268.00
PANERA BREAD #203281	1	\$150.70

P-Card Transactions
01/08/20 - 02/07/20

PANERA BREAD #204019	1	\$100.85
PANERA BREAD #204027	1	\$196.05
PANERA BREAD #601763	1	\$119.95
PARK DISTRICT OF HIGHL	1	\$1.00
Park District Risk Man	14	\$748.00
PARTY CITY 1002	3	\$168.52
PARTY CITY 168	3	\$223.88
PARTY CITY BOPIS	2	\$0.00
PAYPAL CAVE MOUNDS	1	\$100.00
PAYPAL DAVEBROOKE	1	\$2,212.65
PAYPAL IADOREWHATI	1	\$375.00
PAYPAL MAGCS	1	\$125.00
PETERSON PRODUCTS	1	\$81.81
PIEROS PIZZA - MOTO	2	\$349.09
PITNEY BOWES PI	2	\$2,028.90
PLAYGROUND GAMES	1	\$1,947.50
POS REMARKETING GROUP	1	\$31.56
Power Systems	1	\$1,210.08
R&R SPECIALTIES OF WIS	1	\$889.75
READY CARE-PURE FIJI	1	\$456.00
REINDERS - SUSSEX AR	1	\$1,174.22
REINDERS - SUSSEX CS	5	\$2,128.75
RENAISSANCE SCHAUMB F&	2	\$60.66
REVDANCE.TENTH HOUSE	2	\$4,736.14
RIVER TRAILS PARK DIST	2	\$200.00
ROSATIS PIZZA - BANNOC	1	\$55.23
ROSE PEST SOLUTIONS	1	\$110.00
RS ELECTRIC MOTOR SERV	1	\$325.56
SAMS CLUB #8184	1	\$86.91
SAMSCLUB.COM	1	\$249.48
SANTO SPORT STORE	11	\$8,012.25
SHELL OIL 57445014103	1	\$53.68
SIPLAY (TM)-TOURNEYFEE	1	\$600.00
SKATIUM ICE ARENA	1	\$340.00
SKILLPATH / NATIONAL	1	\$40.00
SMITHEREEN PEST MANAGE	2	\$108.00
SOCIETYFORHUMANRESOURC	1	\$1,550.00
SoundCloud Inc	3	\$432.00
SP HOLABIRD SPORTS	1	\$25.75
SPAMTITAN	1	\$180.00
SPEEDWAY 06661 LAPORTE	1	\$23.95
SPOTHERO 844-356-8054	9	\$50.50
SPRAYSMARTER.COM	1	\$140.55
SQ BENT FORK BAKERY	1	\$1,500.00
SQ RIVEREDGE NATURE C	1	\$50.00
SQ SQ DEVILS LAKE CL	1	\$500.00
SQ SUN TAXI	1	\$30.00
SQ TAXI AND LIMO SERV	1	\$30.00
STAND UP DESK STORE	1	\$227.59
STAPLES 00116616	8	\$199.18

P-Card Transactions
01/08/20 - 02/07/20

STU STUMPS	1	\$565.11
STUDIO SPIN	1	\$25.00
SUNSET FOODS #1	3	\$43.53
TAKEFORM	1	\$715.16
TARGET 00011684	13	\$1,493.44
TAXI SVC CHICAGO	4	\$47.50
TEAMSNAP	2	\$126.87
TEAMSNAP KENILWORTHWI	2	\$1,198.00
THE ART OF EDUCATION	1	\$149.00
THE HOME DEPOT #1926	14	\$404.92
THE HOME DEPOT 1926	2	\$502.56
THE HOME DEPOT 1941	1	\$256.22
THE LEGO STORE	1	\$61.96
THE UPS STORE #1714	1	\$325.64
TLBC #3	1	\$7.80
TRADER JOE'S #682 QPS	1	\$35.94
TRIBUNE PUBLISHING COM	1	\$65.38
TRUCKNTOW.COM, INC	1	\$269.09
U OF IL ONLINE PAYMENT	1	\$150.00
ULINE SHIP SUPPLIES	4	\$365.37
UNDERWATER SAFARIS ON	1	\$250.00
USPS PO 1636060035	3	\$18.05
VILLAGEOFLIBERTYVILLE-	1	\$2.00
WALGREENS #5428	1	\$28.96
WAL-MART #1735	1	\$38.78
WAL-MART #3893	1	\$59.85
WALMART.COM	1	\$109.53
WAREHOUSE DIRECT	24	\$3,083.69
WAUKEGAN TIRE #2	1	\$218.50
WCI ACCURATEDOCDEST	1	\$59.20
WESTSIDE TRACTOR SALES	1	\$47.47
WILDMAN ADVENTURE RSRT	1	\$1,011.22
WM SUPERCENTER #1735	1	\$27.49
WM SUPERCENTER #3893	3	\$167.17
WWW.NORTHERNSAFETY.COM	1	\$526.40
YA YA E FAVORMART	1	\$574.04
YOUR ADVANTAGE II LT	1	\$189.00
TOTAL		\$237,304.80



Memorandum

To: Board of Park Commissioners

From: Jeff Smith; Director of Planning and Projects; Chris Maliszewski, Assistant Director of Recreation and Facilities; Mitch Carr Director of Recreation and Facilities; Brian Romes, Executive Director

Date: March 31, 2020

Subject: **2020 Ice Rink Compressor Replacement Project Bid**

Summary

The compressors at Centennial Ice Arena (CIA) have been in operation for 47 years. Due to the age of the system, along with the phase-out of R-22 (refrigerant) and the United States' commitment to the Montreal Protocol, a new system is needed. The useful life of a compressor system varies, but between 30-50 years can be expected. In December 2019, the Park District contracted I.B Storey to engineer and design a new system.

On Thursday, March 12, 2020, the Park District received two (2) sealed bids for the 2020 Ice Rink Compressor Replacement Project for materials and labor to install the newly designed system. The project includes removal of the current compressor, installation of a new compressor, and upgrading the system controllers.

Bid Results

Company	<u>Base Bid</u> Refrigeration System Upgrade	<u>Alternate A</u> Mechanical Bearing Chiller	<u>Alternate B</u> Cold Floor Pump Install
Davis Mechanical Service, Inc.	\$2,497,500	\$359,700	\$17,700
Stellar Industrial Solutions, Inc.	\$2,250,000	\$330,000	\$15,000

I.B. Storey and Park District staff reached out to the low bidder, Stellar Industrial Solutions, Inc., to understand the bid results and negotiate a lower price. The contractor reduced the Base Bid by \$422,000 for an updated Base Bid amount of \$1,828,000.

Financial Impact

Total Available Budgeted Funds for this project	\$1,500,000
I.B. Storey Engineering Fees	\$84,000
Bid Recommendation	<u>\$1,828,000</u>
Anticipated Amount <u>over</u> budget	-\$412,000

Recommendation

Staff recommends approval of the Base Bid from Stellar Industrial Solutions, Inc., in the amount of \$1,828,000. References for this contractor were favorable. Construction is anticipated to begin early June and be completed in early August.



Memorandum

To: Park Board of Commissioners
From: Mitch Carr, Director of Recreation and Facilities; Brian Romes, Executive Director
Date: March 31, 2020
Subject: **Hidden Creek AquaPark Pool Filtration System Installation Bid**

Background

The water filtration system at Hidden Creek Aqua Park (HCAP) has been servicing the pool for 22 seasons. The recent performance of the filters, along with an inspection of the internal filtration system indicates that the system is nearing the end of its useful life. As a result, staff has been planning for a replacement of the current sand filtration system, circulation pumps, and valves as well as reworking and upgrading the system controller.

A goal in the replacement of the current system is to install a system that provides the most up to date technologies, delivering the cleanest and safest water possible. Additionally, staff is seeking a system that provides sustainability improvements through energy efficiency, reduction of chemical usage and water loss through filtration. Staff contracted an engineering and design firm, WT Group, to develop our desired specifications for this commercial pool filtration system.

Staff discussed with the Park Board of Commissioners the benefits of a regenerative filtration system versus a sand filtration system at the January 14, 2020 workshop board meeting. It was recommended that the board approve staff to move forward with a regenerative filtration system, manufactured by Paddock Filtrix Systems. This recommendation was approved at the January 28, 2020, Regular Board Meeting.

Construction and formal bid documents were released on February 21, 2020. Bids were due on March 17, 2020, and at that time two bids were received. Stuckey Construction Company presented the lowest qualified bid at \$177,000. WT Group, the Park Districts' contracted engineering firm, has had extensive experience working with Stuckey Construction on similar projects and is comfortable recommending Stuckey Construction to complete this work.

Currently, the circulation pumps for this project are still on backorder, due to supply chain distribution issues. This may impact the completion of this project prior to the start of the 2020 Hidden Creek Aqua Park Season. The current system is still operational and would be able to sustain an additional season if the project was not able to be completed due to equipment delays.

Financial Impact

The anticipated project expense in the 2020 capital budget is \$425,000. The purchase of the equipment for \$235,000 was approved at the January 28, 2020 Regular Board Meeting. Since that time, a change order in the amount of \$4,700 was approved for piping and flange replacement. This was not discovered until after the approval of the purchase.

The cost of equipment installation was anticipated at \$220,000. Stuckey Construction's proposal of \$177,000 is \$43,000 below the anticipated installation costs. In addition to the replacement of the water filtration system, the replacement of circulation pumps was anticipated and budgeted in the 5 Year Capital Plan for Fiscal Year 2022. However, after the engineering and design work by WT Engineering, it was determined that the pump replacement, in conjunction with the filter replacement, is required.

Below is a breakdown of projected project expenses. While this project is \$10,200 over budget, when the circulation pumps (budgeted in 2022 Capital Budget) are included, the total project will fall within the total amount in the 5 year capital plan by \$12,800.

Project budget	\$425,000
Engineering	(\$18,500)
Equipment (including circulation pumps)	(\$239,700)
Installation	(\$177,000)
<hr/>	
Total estimated project expenses	(\$435,200)
Current amount <u>Over</u> Budget	(10,200)
<i>Circulation pumps budgeted in 2022 Capital Budget</i>	<i>\$23,000</i>

Timeline

March 31, 2020	Approval by Board of Commissioners for equipment installation
April 2020	Demolition and installation
May 2020	System testing and Hidden Creek opening preparations
May 23rd, 2020	Hidden Creek Aqua Park Opening day

Recommendation

Staff recommends approval from the Park Board of Commissioners the Hidden Creek Filtration installation bid by Stuckey Construction in the amount of \$177,000.



Memorandum

To: Park Board of Commissioners

From: Chris Maliszewski, Assistant Director of Recreation and Facilities; Mitch Carr, Director of Recreation and Facilities; Brian Romes, Executive Director

Date: March 31, 2020

Subject: **Request for Approval: Resolution 2020-05 Authorizing a Contract for Procurement of the Recreation Center of Highland Park Cycle Equipment and Program**

Background

Currently, there are 33 Keiser cycles located at the Recreation Center of Highland Park which were purchased in 2013. The cycles have met their useful life. As a result, staff has been planning for a replacement of the cycles and associated programming.

Summary

At the March 10, 2020 Board Workshop Meeting staff provided the Park Board of Commissioners an update regarding the options to replace the current cycles at the Recreation Center of Highland Park. At that time, staff shared the process taken to support a recommendation to replace the current cycles with Stages equipment and the associated Flight software. Staff presented three separate options for cycle replacement and associated software.

Budget Impact

2020 Capital Budget:	\$60,000
Stages Equipment (28 cycles)	\$51,925
Flight Program and Hardware	\$9,090
Freight and Installation	\$5,755
Equipment Trade-In Credit	(\$9,000)
Project Expense Total	\$57,770
Amount <u>under</u> budget	(\$2,230)

Recommendation

Staff recommend approval from the Park Board of Commissioners Resolution 2020-05, authorizing a contract with Direct Fitness Solutions for procurement of the Stages cycle equipment and Flight program software in the amount of \$57,770.



February 10th, 2020

To: **Chris Maliszewski** | *Assistant Director of Recreation and Facilities*

Park District of Highland Park

West Ridge Center | 636 Ridge Road, Highland Park, IL 60035

847.579.3108

FR: Chris Van Harte – Business Development Manager

Stages Cycling

Chris,

Direct Fitness Solutions (DFS) is the sole distributor for Stages Indoor Cycling Products in the state of Illinois.

If you have any questions, or need further clarification, please do not hesitate to reach out directly to me.

Thank you!

Chris Van Harte – Business Development Manager - USA

cvanharte@stagescycling.com

303-981-7738 Office

**PARK DISTRICT OF HIGHLAND PARK
RESOLUTION No. 2020-05**

**RESOLUTION AUTHORIZING A CONTRACT
FOR PROCUREMENT OF CYCLE EQUIPMENT AND PROGRAM**

WHEREAS, the Park District of Highland Park (“Park District”) is an Illinois Park District governed by the Illinois Park District Code, 70 ILCS 1205/1 et seq. and other applicable laws; and

WHEREAS, Section 8-1(c) of the Park District Code governs contracts involving expenditures in excess of \$25,000.00 and generally requires that such contracts be let to the lowest responsible bidder after due advertisement of a competitive bid; and

WHEREAS, under the provisions of Section 8-1(c), contracts which by their nature are not adapted to award by competitive bidding are not subject to competitive bidding; and

WHEREAS, the Park District is in need of certain materials to replace the cycle equipment at the Recreation Center of Highland Park; (“Project”) and

WHEREAS, the original equipment manufacturer of the supplies or equipment needed for the Project operates a geographic-based, exclusive distributorship network that results in procurement of such property not being well-adapted for competitive bidding; and

WHEREAS, the Park District’s Board of Park Commissioners (“Board”) finds it to be necessary and in the best interest of the Park District and its residents to award a contract for the Project without competitive bidding;

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

SECTION 1. The recitals set forth above are incorporated into this Resolution as the material legislative findings of the Board as though fully restated herein.

SECTION 3. The Board finds and determines that Direct Fitness Solutions is the exclusive distributor within the state of Illinois of the Stages Cycles and Flight Program needed for the Project. The Board finds and determines that for the foregoing reasons the procurement of the cycles and software for the Project is not subject to competitive bidding.

SECTION 4. The Executive Director or his designee is hereby authorized and directed to enter into a contract with Direct Fitness Solutions in an amount not to exceed \$57,770 to acquire the cycles and software necessary for the completion of the Project.

SECTION 5. All resolutions and ordinances that conflict with this Resolution are hereby waived to the extent of such conflict.

PRESENTED to and **PASSED** by the Park District of Highland Park Board of Park Commissioners, this 31 day of March, 2020.

AYES: _____

NAYS: _____

ABSTENTIONS: _____

APPROVED:

President, Brian Kaplan, President

ATTEST:

Secretary, Board of Park Commissioners



Memorandum

To: Park Board of Commissioners

From: Michael Evans, Landscape Architect; Jeff Smith, Director of Planning and Projects; and Brian Romes, Executive Director

Date: March 31, 2020

Subject: **2020 Park Avenue Dredging Bid**

Summary

The Park District of Highland Park received three (3) sealed bids on Thursday, February 13, 2020, for materials and labor to complete the 2020 Park Avenue Dredging Project. The objective of this annual project is to remove and relocate lake bottom sand to provide enough depth of water for recreational boats to enter and exit the boat ramp. All removed sand will be relocated into Lake Michigan per the Park District's permit. This work is anticipated to take place on May 11, 2020, through May 15, 2020.

Bid Results

Company Name	Base Bid Item #1 Mobilize/Demobilize	Base Bid Item #2 Transport and Place Dredge Material <i>Up to 1,800 CY</i>	Total Base Bid
John Keno and company	\$11,700	\$11.50/CY Up To \$20,700	\$32,400
DK Contractors, Inc.	\$35,046	\$1.00/CY Up To \$1,800	\$36,846
Copenhaver Construction, Inc.	\$39,000	\$14.00/CY Up To \$25,200	\$64,200

References from the lowest bidder, John Keno and Company, are favorable and they have adequate experience in the planned work.

Financial Impact

Total Available Budgeted Funds for this project	\$37,000
Bid Recommendation	<u>\$32,400</u>
Anticipated Amount <u>under</u> budget	\$ 4,600

Recommendation

Staff recommends the Park Board of Commissioners accept Base Bid Item #1 and #2 from John Keno and Company, Inc., in the total amount of up to \$32,400.



Memorandum

To: Park Board of Commissioners
From: Jeff Smith, Director of Planning and Projects; and Brian Romes, Executive Director
Date: March 31, 2020
Subject: **2020 Rosewood Park Drainage and Grading Improvements Bid**

Background

The Rosewood Park Ravine Path regularly experiences washout damage during rainstorms from water traveling down the path and over the bluff. Staff has worked with Dan Creaney Company to develop a solution that will mitigate the impacts storms have on the trail and bluff. The plan calls for regrading and installation of drains in portions of the park. Water will be diverted to a drainpipe daylighting into the ravine. Additionally, a 75-foot portion of the path is steep and regularly poses challenges for patrons. Staff has worked with Dan Creaney Company to develop plans to regrade this portion of the path.

This project was bid out and four fully responsive sealed bids were received February 13, 2020. Drainage improvements was included in the Base Bid and Alternate #1 was path regrading. Construction documents are attached for review.

Bid Results

Company Name	Base Bid	Alternate #1	Total Bid
Kloepfer Construction, Inc.	\$276,500	\$43,500	\$320,000
Joel Kennedy Construction Corp.	\$276,556	\$33,935	\$310,491
DK Contractors, Inc.	\$318,500	\$28,420	\$346,920
Copenhaver Construction, Inc.	\$335,000	\$53,000	\$388,000

Staff reached out to the low bidder for both the Base Bid and Alternate #1, Joel Kennedy Construction Corp., to negotiate a lower price. The contractor reduced the cost of Alternate #1 by \$10,600 for an updated Total Bid amount of \$299,881. References for this contractor were favorable. The work is anticipated to begin early April and be completed in early May.

Recommendation

Staff recommends approval from the Park Board of Commissioners the Base Bid and Alternate #1 from Joel Kennedy Construction Corp in the amount of \$299,881.



Memorandum

To: Board of Park Commissioners
From: Jeff Smith, Director of Planning and Projects; Brian Romes, Executive Director
Date: March 31, 2020
Subject: **Rosewood Beach Recreation Cove Protection Project**

Summary

At the March 10, 2020 Workshop Meeting, the Park Board directed staff to proceed with plans to nourish the Recreation Cove at Rosewood Beach to protect infrastructure in this cove. This project will include the placement of stone along the interior of the south breakwater to mitigate the passage of sand through this area, and the placement of “birdseye” sand in the cove. This work is scheduled to occur April 6, 2020, through April 24, 2020.

Two separate invitations to bid were released:

- *2020 Rosewood Beach Sand and Stone Purchase Bid* to purchase material for the project
- *2020 Rosewood Beach Nourishment Bid* to hire a contractor to place the material

Seal bids were received on Tuesday, March 24, 2020. One (1) complete and two (2) incomplete bids were received for the 2020 Rosewood Beach Sand and Stone Purchase Bid and two (2) complete bids were received for the 2020 Rosewood Beach Nourishment Bid.

Bid Results

2020 Rosewood Beach Sand and Stone Purchase Bid

Company	Sand		Stone		Bedding Stone		Net Delivered Price
	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	
John Keno Company, Inc.	\$18.80	\$145,230.00	\$65.30	\$21,549.00	\$37.70	\$6,032.00	\$172,811.00
Thelen Materials	\$17.95	\$138,663.75	No Bid	No Bid	No Bid	No Bid	\$138,663.75
Green Dream	\$24.94	\$192,661.50	No Bid	No Bid	No Bid	No Bid	\$192,661.50

2020 Rosewood Beach Nourishment Project Bid

Company	Mobilize, Access, Demobilize	Placement & Grading of 7725 Tons of Sand	Placement of 160 Tons of Bedding Stone	Placement of 330 Tons of Stone	TOTAL BASE PROPOSAL	Alternate 1 - Placement & Grading of Additional Sand	Alternate 2 - Placement of Additional Bedding Stone	Alternate 3- Placement of Additional Sand
John Keno Company, Inc.	\$46,280	\$74,160	\$4,144	\$8,448	\$133,032	\$44.25 per ton	\$44.25 per ton	\$44.25 per ton
Kovilic Construction	\$40,000	\$210,000	\$9,600	\$19,800	\$279,400	\$30 per ton	\$70 per ton	\$60 per ton

The lowest, complete bid for both projects was John Keno and Company. The Park District has worked with them in the past, including the 2019 Rosewood Beach Emergency Sand Placement Project, and has been satisfied with their work.

Financial Impact

Budgeted Capital Funds	\$350,000
Sand and Stone Purchase Bid Recommendation	\$172,811
Nourishment Bid Recommendation	<u>\$133,032</u>
Total	\$305,843
Anticipated amount <u>under</u> budget	\$44,157

Recommendation

Staff recommends approval from the Park Board of Commissioners the **2020 Rosewood Beach Sand and Stone Purchase** Base Bid and the **2020 Rosewood Beach Nourishment Project** Base Bid and Alternates 1, 2 and 3 from John Keno and Company, Inc., in the total amount of \$305,843.



Park District of Highland Park, IL

DISTRICT WIDE

Income Statement

Current Period Ending 02/29/2020

Typ...	Month		Year To Date			Annual Budget	Prior Year	
	Actual	Budget	Actual	Budget	Variance Favorable (Unfavorable)		Month	YTD
Revenue								
100 - PROGRAMS	110,433.64	47,239.09	983,594.23	885,700.72	97,893.51	2,927,414.43	65,881.82	756,005.04
110 - CAMPS	100.00	0.00	2,332.50	0.00	2,332.50	1,911,333.50	50.00	3,497.50
120 - LESSONS	39,756.65	35,740.12	76,981.83	72,811.17	4,170.66	374,985.50	30,203.00	63,532.90
130 - SPECIAL EVENTS	11,223.00	17,190.30	11,685.00	17,190.30	-5,505.30	112,105.00	12,523.00	13,183.00
410 - TAX	0.00	0.00	25,564.01	20,000.00	5,564.01	13,523,199.00	0.00	17,175.03
420 - FEES & CHARGES	48,074.22	38,551.74	96,113.93	79,980.89	16,133.04	1,870,237.00	26,571.13	65,381.75
440 - MEMBERSHIPS	112,180.88	126,641.06	232,739.13	253,282.12	-20,542.99	1,635,001.20	117,324.38	241,473.21
450 - RENTALS	92,155.51	96,853.84	197,067.36	195,900.43	1,166.93	1,361,334.70	95,300.65	208,761.19
460 - MERCHANDISING	2,189.98	5,354.05	19,765.38	10,694.13	9,071.25	175,519.00	2,941.18	16,826.46
470 - INTEREST INCOME	35,759.08	14,161.00	52,321.30	28,322.00	23,999.30	170,000.00	29,242.05	56,400.52
480 - MISCELLANEOUS INCOME	20,487.78	17,221.85	41,166.54	35,416.63	5,749.91	306,117.43	16,749.37	43,310.77
510 - OTHER INCOME	955,291.45	0.00	955,327.45	0.00	955,327.45	73,978.13	0.00	0.00
520 - BOND/DEBT PROCEEDS	6,446,669.60	7,100,000.00	6,446,669.60	7,100,000.00	-653,330.40	7,100,000.00	0.00	0.00
Total Revenue:	7,874,321.79	7,498,953.05	9,141,328.26	8,699,298.39	442,029.87	31,541,224.89	396,786.58	1,485,547.37
Expense								
100 - PROGRAMS	151,257.57	165,468.07	268,560.64	361,622.54	93,061.90	1,742,372.36	130,417.45	169,060.55
110 - CAMPS	15,973.57	5,660.83	19,216.49	20,279.84	1,063.35	1,036,564.89	1,385.80	7,684.15
120 - LESSONS	20,271.28	16,794.40	33,063.55	32,974.90	-88.65	191,345.95	19,409.40	23,414.63
130 - SPECIAL EVENTS	44,388.27	30,928.23	45,995.62	48,331.06	2,335.44	236,312.08	18,813.10	40,118.09
610 - SALARIES & WAGES	528,458.92	589,815.33	974,869.93	1,174,446.93	199,577.00	8,154,729.26	545,761.19	741,906.12
620 - CONTRACTUAL SERVICES	281,772.37	282,061.89	519,103.30	647,116.80	128,013.50	2,944,773.67	76,765.61	318,852.48
630 - INSURANCE	167,606.75	188,434.66	146,937.47	376,869.32	229,931.85	2,323,922.96	177,914.96	179,993.96
640 - MATERIALS & SUPPLIES	34,004.92	27,792.86	35,957.09	54,411.77	18,454.68	602,514.61	38,153.85	39,733.69
650 - MAINTENANCE & LANDSCAPING CONTRACTS	20,747.57	19,615.99	20,967.06	38,702.90	17,735.84	425,817.47	19,562.03	19,562.03
660 - UTILITIES	42,486.94	59,447.04	47,827.28	116,064.88	68,237.60	920,634.66	14,287.49	19,516.86
670 - PENSION CONTRIBUTIONS	58,481.94	67,767.83	108,777.51	129,558.37	20,780.86	891,036.45	63,517.94	86,587.26
680 - COST OF GOODS SOLD	792.11	1,176.80	957.11	2,353.60	1,396.49	42,427.50	1,890.14	1,890.14
710 - DEBT RETIREMENT	0.00	0.00	0.00	0.00	0.00	3,273,044.50	0.00	0.00
720 - CAPITAL OUTLAY	23,518.83	636,513.65	48,585.17	1,273,427.30	1,224,842.13	7,694,927.00	12,113.99	16,679.89
Total Expense:	1,389,761.04	2,091,477.58	2,270,818.22	4,276,160.21	2,005,341.99	30,480,423.36	1,119,992.95	1,664,999.85
Report Total:	6,484,560.75	5,407,475.47	6,870,510.04	4,423,138.18	2,447,371.86	1,060,801.53	-723,206.37	-179,452.48

Fund Summary

Fund	Month		Year To Date			Annual Budget	Prior Year	
	Actual	Budget	Actual	Budget	Variance Favorable (Unfavorable)		Month	YTD
01 - GENERAL CORPORATE	-329,863.97	-404,066.47	-472,505.63	-791,455.58	318,949.95	312,539.98	-351,159.04	-409,467.86
25 - SPECIAL RECREATION	0.00	0.00	-162,455.01	-162,137.31	-317.70	556,988.38	0.00	-152,959.73
29 - RECREATION	-421,178.08	-524,557.74	298,214.22	-301,968.29	600,182.51	2,781,889.24	-357,043.34	411,084.00
60 - DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	-1,692,390.50	0.00	0.00
70 - CAPITAL PROJECTS	7,235,602.80	6,336,099.68	7,207,256.46	5,678,699.36	1,528,557.10	-898,225.57	-15,003.99	-28,108.89
Report Total:	6,484,560.75	5,407,475.47	6,870,510.04	4,423,138.18	2,447,371.86	1,060,801.53	-723,206.37	-179,452.48

In the general fund, interest income is trending high due to a lot of money in capital earning interest that had been planned to be spent last year. With plummeting interest rates, this variance will probably narrow over the year. The general and recreation funds include monthly budget allocations for payroll that are spread equally over the year. As discussed last month the difference to budget gap should close as the year progresses due to a large portion of January payroll being accrued back to December. Also, causing more than a \$100,000 variance in the general and recreation funds is the absence of the Park District's Health and Risk Management Monthly Insurance premium payment to PDRMA. The February insurance was paid in March, while the budgeted amount is allocated evenly over the year. Also, not all positions are filled. Additionally, contractual services are largely under budget due to less than anticipated legal fees of \$27,000. Police service fees are under budget by \$18,000 as the first payment does not get paid until March, but the amount is budgeted over all 12 months. Contingencies are under budget by \$8,000, as no contingency dollars have been used. Finally, ecological restoration is under budget by \$8,000.

In recreation, program revenue is far over budget largely as a result of Park School being over budget by \$33,000 due to the allowance of early registration. Additionally, while adjustments have been made, some variations are partially due to budgets needing to be reallocated. Fees and charges are largely overbudget due to permanent tee times sitting at \$13,000 over budget. Personal training wages are under budget by \$12,000. Utilities difference is due to a timing difference of bill receipt of roughly \$50,000. Finally, pension contributions are trending down with unfilled positions and turnover from Tier A staff to Tier B staff replacements.

The Capital Projects fund spending came in under budget as timing and billing for each project is difficult to determine. We will continue to spend more on capital in March.



Park District of Highland Park, IL

01 - GENERAL FUND

Income Statement

Current Period Ending 02/29/2020

Typ...	Month		Year To Date			Annual Budget	Prior Year	
	Actual	Budget	Actual	Budget	Variance Favorable (Unfavorable)		Month	YTD
Revenue								
410 - TAX	0.00	0.00	25,564.01	20,000.00	5,564.01	5,760,000.00	0.00	17,175.03
420 - FEES & CHARGES	2,158.62	2,299.08	4,511.04	4,598.16	-87.12	36,600.00	2,819.52	5,971.95
460 - MERCHANDISING	45.82	16.90	77.72	32.50	45.22	540.00	43.25	69.88
470 - INTEREST INCOME	35,759.08	14,161.00	52,321.30	28,322.00	23,999.30	170,000.00	29,242.05	56,400.52
480 - MISCELLANEOUS INCOME	1,776.28	128.18	5,499.48	4,560.25	939.23	53,300.00	1,564.90	15,629.90
510 - OTHER INCOME	0.00	0.00	0.00	0.00	0.00	10,425.00	0.00	0.00
Total Revenue:	39,739.80	16,605.16	87,973.55	57,512.91	30,460.64	6,030,865.00	33,669.72	95,247.28
Expense								
610 - SALARIES & WAGES	188,227.17	215,949.17	350,244.46	431,898.34	81,653.88	2,795,046.32	215,255.39	288,721.18
620 - CONTRACTUAL SERVICES	45,455.98	61,143.48	60,234.76	145,041.13	84,806.37	1,012,140.62	22,598.66	55,992.25
630 - INSURANCE	85,288.43	94,767.81	76,096.70	189,535.62	113,438.92	1,137,666.82	90,772.63	92,851.63
640 - MATERIALS & SUPPLIES	13,435.26	13,961.59	14,467.21	20,557.27	6,090.06	234,973.90	14,803.41	15,593.32
650 - MAINTENANCE & LANDSCAPING CONTRACTS	11,043.47	6,820.95	11,262.96	12,298.54	1,035.58	98,817.47	11,147.28	11,147.28
660 - UTILITIES	4,735.92	4,481.66	7,943.88	8,529.90	586.02	122,705.60	4,518.43	5,841.30
670 - PENSION CONTRIBUTIONS	21,417.54	23,546.97	40,229.21	41,107.69	878.48	316,974.29	25,732.96	34,568.18
Total Expense:	369,603.77	420,671.63	560,479.18	848,968.49	288,489.31	5,718,325.02	384,828.76	504,715.14
Report Total:	-329,863.97	-404,066.47	-472,505.63	-791,455.58	318,949.95	312,539.98	-351,159.04	-409,467.86

Interest income is trending high due to a lot of money in capital earning interest that had been planned to be spent last year. With plummeting interest rates, this variance will probably narrow over the year.

The general fund includes monthly budget allocations for payroll that are spread equally over the year. As discussed last month the difference to budget gap should close as the year progresses due to a large portion of January payroll being accrued back to December. Also, causing more than a \$113,000 variance in the General Fund is the absence of the Park District's Health and Risk Management Monthly Insurance premium payment to PDRMA. The February insurance was paid in March, while the budgeted amount is allocated evenly over the year. Additionally, not all positions are filled.

Contractual services is largely under budget due to less than anticipated legal fees of \$27,000. Additionally, police service fees are under budget by \$18,000 as the first payment does not get paid until March, but the amount is budgeted over all 12 months. Contingencies are under budget by \$8,000, as no contingency dollars have been used. Finally, ecological restoration is under budget.



Park District of Highland Park, IL

25 - SPECIAL RECREATION

Income Statement

Current Period Ending 02/29/2020

Typ...	Month		Year To Date		Variance Favorable (Unfavorable)	Annual Budget	Prior Year	
	Actual	Budget	Actual	Budget			Month	YTD
Revenue								
410 - TAX	0.00	0.00	0.00	0.00	0.00	971,263.00	0.00	0.00
Total Revenue:	0.00	0.00	0.00	0.00	0.00	971,263.00	0.00	0.00
Expense								
620 - CONTRACTUAL SERVICES	0.00	0.00	162,455.01	162,137.31	-317.70	414,274.62	0.00	152,959.73
Total Expense:	0.00	0.00	162,455.01	162,137.31	-317.70	414,274.62	0.00	152,959.73
Report Total:	0.00	0.00	-162,455.01	-162,137.31	-317.70	556,988.38	0.00	-152,959.73

Special Recreation expenditures are almost equal to the NSSRA budgeted amount for each member district.



Park District of Highland Park, IL

29 - RECREATION FUND

Income Statement

Current Period Ending 02/29/2020

Typ...	Month		Year To Date			Annual Budget	Prior Year	
	Actual	Budget	Actual	Budget	Variance Favorable (Unfavorable)		Month	YTD
Revenue								
100 - PROGRAMS	110,433.64	47,239.09	983,594.23	885,700.72	97,893.51	2,927,414.43	65,881.82	756,005.04
110 - CAMPS	100.00	0.00	2,332.50	0.00	2,332.50	1,911,333.50	50.00	3,497.50
120 - LESSONS	39,756.65	35,740.12	76,981.83	72,811.17	4,170.66	374,985.50	30,203.00	63,532.90
130 - SPECIAL EVENTS	11,223.00	17,190.30	11,685.00	17,190.30	-5,505.30	112,105.00	12,523.00	13,183.00
410 - TAX	0.00	0.00	0.00	0.00	0.00	5,211,282.00	0.00	0.00
420 - FEES & CHARGES	45,915.60	36,252.66	91,602.89	75,382.73	16,220.16	1,833,637.00	23,751.61	59,409.80
440 - MEMBERSHIPS	112,180.88	126,641.06	232,739.13	253,282.12	-20,542.99	1,635,001.20	117,324.38	241,473.21
450 - RENTALS	92,155.51	96,853.84	197,067.36	195,900.43	1,166.93	1,361,334.70	95,300.65	208,761.19
460 - MERCHANDISING	2,144.16	5,337.15	19,687.66	10,661.63	9,026.03	174,979.00	2,897.93	16,756.58
480 - MISCELLANEOUS INCOME	18,711.50	5,042.46	35,667.06	6,753.96	28,913.10	108,145.00	15,184.47	27,680.87
510 - OTHER INCOME	4,810.95	0.00	4,846.95	0.00	4,846.95	63,553.13	0.00	0.00
Total Revenue:	437,431.89	370,296.68	1,656,204.61	1,517,683.06	138,521.55	15,713,770.46	363,116.86	1,390,300.09
Expense								
100 - PROGRAMS	151,257.57	165,468.07	268,560.64	361,622.54	93,061.90	1,742,372.36	130,417.45	169,060.55
110 - CAMPS	15,973.57	5,660.83	19,216.49	20,279.84	1,063.35	1,036,564.89	1,385.80	7,684.15
120 - LESSONS	20,271.28	16,794.40	33,063.55	32,974.90	-88.65	191,345.95	19,409.40	23,414.63
130 - SPECIAL EVENTS	44,388.27	30,928.23	45,995.62	48,331.06	2,335.44	236,312.08	18,813.10	40,118.09
610 - SALARIES & WAGES	340,231.75	373,866.16	624,625.47	742,548.59	117,923.12	5,359,682.94	330,505.80	453,184.94
620 - CONTRACTUAL SERVICES	98,287.92	80,647.50	155,105.06	165,896.54	10,791.48	1,006,607.43	51,276.95	98,471.50
630 - INSURANCE	82,318.32	93,666.85	70,840.77	187,333.70	116,492.93	1,186,256.14	87,142.33	87,142.33
640 - MATERIALS & SUPPLIES	20,569.66	13,831.27	21,489.88	33,854.50	12,364.62	367,540.71	23,350.44	24,140.37
650 - MAINTENANCE & LANDSCAPING CONTRACTS	9,704.10	12,795.04	9,704.10	26,404.36	16,700.26	327,000.00	8,414.75	8,414.75
660 - UTILITIES	37,751.02	54,965.38	39,883.40	107,534.98	67,651.58	797,929.06	9,769.06	13,675.56
670 - PENSION CONTRIBUTIONS	37,064.40	44,220.86	68,548.30	88,450.68	19,902.38	574,062.16	37,784.98	52,019.08
680 - COST OF GOODS SOLD	792.11	1,176.80	957.11	2,353.60	1,396.49	42,427.50	1,890.14	1,890.14
720 - CAPITAL OUTLAY	0.00	833.03	0.00	2,066.06	2,066.06	63,780.00	0.00	0.00
Total Expense:	858,609.97	894,854.42	1,357,990.39	1,819,651.35	461,660.96	12,931,881.22	720,160.20	979,216.09
Report Total:	-421,178.08	-524,557.74	298,214.22	-301,968.29	600,182.51	2,781,889.24	-357,043.34	411,084.00

Fund Summary

Fund	Month		Year To Date		Variance Favorable (Unfavorable)	Annual Budget	Prior Year	
	Actual	Budget	Actual	Budget			Month	YTD
29 - RECREATION	-421,178.08	-524,557.74	298,214.22	-301,968.29	600,182.51	2,781,889.24	-357,043.34	411,084.00
Report Total:	-421,178.08	-524,557.74	298,214.22	-301,968.29	600,182.51	2,781,889.24	-357,043.34	411,084.00

Program revenue is far over budget due to Park School being over budget by \$33,000 because of early registration. Also, basketball - feeder is over budget by \$19,000 because of the way the deferral was made. Finally, youth and adult tennis are significantly over budget partially due to having more lessons sold, but partially due to the budget needing to be reallocated.

Fees and charges are largely overbudget due to permanent tee times sitting at \$13,000 over budget.

Miscellaneous income is overbudget largely due to receiving sponsorships for back brochure covers and 4th fest by two local banks ahead of the budgeted months for about \$24,000.

Program expenses are largely underbudget due to performing arts independent contractor budgeted to be hired, but was not, for \$15,000 at 2/28. This expense usually occurs in May and December. Travel boy's baseball is under budget by \$10,000, as many of the bills hit in March that were budgeted for in February. The martial arts independent contractor was budgeted equally throughout the year and as such, it appears to be underbudget. Personal training wages are under budget by \$12,000. Tennis wages appear to be underbudget by \$18,000, as their wages were budgeted equally throughout the year. This should even out as the year goes by.

The Recreation fund includes monthly budget allocations for payroll that are spread equally over the year. As discussed last month the difference to budget gap should close as the year progresses due to a large portion of January payroll being accrued back to December. There is also a positive variance because 2 full time custodian positions are open and another reduced hours from 38 to 16 per week. Also causing more than a \$116,000 variance in the Recreation Fund is the absence of the Park District's Health and Risk Management Monthly Insurance premium payment to PDRMA. The February insurance was paid in March, while the budgeted amount is allocated evenly over the year. Additionally, not all positions are filled. Utilities difference is due to a timing difference of bill receipt of roughly \$50,000. Finally, pension contributions are trending down with unfilled positions and turnover from Tier A staff to Tier B staff replacements.



Park District of Highland Park, IL

60 - DEBT SERVICE FUND

Income Statement

Current Period Ending 02/29/2020

Typ...	Month		Year To Date		Variance Favorable (Unfavorable)	Annual Budget	Prior Year	
	Actual	Budget	Actual	Budget			Month	YTD
Revenue								
410 - TAX	0.00	0.00	0.00	0.00	0.00	1,580,654.00	0.00	0.00
Total Revenue:	0.00	0.00	0.00	0.00	0.00	1,580,654.00	0.00	0.00
Expense								
710 - DEBT RETIREMENT	0.00	0.00	0.00	0.00	0.00	3,273,044.50	0.00	0.00
Total Expense:	0.00	0.00	0.00	0.00	0.00	3,273,044.50	0.00	0.00
Report Total:	0.00	0.00	0.00	0.00	0.00	-1,692,390.50	0.00	0.00

Debt payments are only made in June and December. Therefore, this fund is spot on with projections.



Park District of Highland Park, IL

70 - CAPITAL FUND

Income Statement

Current Period Ending 02/29/2020

Typ...	Month		Year To Date		Variance Favorable (Unfavorable)	Annual Budget	Prior Year	
	Actual	Budget	Actual	Budget			Month	YTD
Revenue								
480 - MISCELLANEOUS INCOME	0.00	12,051.21	0.00	24,102.42	-24,102.42	144,672.43	0.00	0.00
510 - OTHER INCOME	950,480.50	0.00	950,480.50	0.00	950,480.50	0.00	0.00	0.00
520 - BOND/DEBT PROCEEDS	6,446,669.60	7,100,000.00	6,446,669.60	7,100,000.00	-653,330.40	7,100,000.00	0.00	0.00
Total Revenue:	7,397,150.10	7,112,051.21	7,397,150.10	7,124,102.42	273,047.68	7,244,672.43	0.00	0.00
Expense								
620 - CONTRACTUAL SERVICES	138,028.47	140,270.91	141,308.47	174,041.82	32,733.35	511,751.00	2,890.00	11,429.00
720 - CAPITAL OUTLAY	23,518.83	635,680.62	48,585.17	1,271,361.24	1,222,776.07	7,631,147.00	12,113.99	16,679.89
Total Expense:	161,547.30	775,951.53	189,893.64	1,445,403.06	1,255,509.42	8,142,898.00	15,003.99	28,108.89
Report Total:	7,235,602.80	6,336,099.68	7,207,256.46	5,678,699.36	1,528,557.10	-898,225.57	-15,003.99	-28,108.89

Bond/Debt proceeds budget number of \$7.1 million was exceeded because our bonds sold at a premium. The miscellaneous income is interest that was spread evenly over the year. Since the bond proceeds were not received until late February and now that interest rates are next to zero, the interest income budgeted may not come to fruition.

The Capital Projects fund came in under budget as timing and billing for each project is difficult to determine. We will continue to spend more on capital in March.



RECREATION FUND BY CENTER

Park District of Highland Park, IL

Y-T-D FEBRUARY 2020

Account Type	2019 Total Budget	2019 YTD Activity	2020 Total Budget	2020 YTD Activity
Center: 11 - ADMINISTRATIVE				
Revenue	5,240,000.00	11,608.47	5,271,282.00	19,136.50
Expense	5,162,801.24	196,999.93	5,569,944.00	265,777.33
Center: 11 - ADMINISTRATIVE Surplus (Deficit):	77,198.76	(185,391.46)	(298,662.00)	(246,640.83)
Net Revenue:	1.47%	-1,597.04%	-5.67%	-1,288.85%
Center: 24 - WEST RIDGE CENTER				
Revenue	431,541.00	148,534.41	525,565.96	225,045.42
Expense	826,728.70	66,757.84	875,789.65	95,270.68
Center: 24 - WEST RIDGE CENTER Surplus (Deficit):	(395,187.70)	81,776.57	(350,223.69)	129,774.74
Net Revenue:	-91.58%	55.06%	-66.64%	57.67%
Center: 26 - ATHLETICS				
Revenue	958,379.00	183,151.80	955,092.97	305,257.34
Expense	922,942.28	81,475.04	914,819.32	110,309.87
Center: 26 - ATHLETICS Surplus (Deficit):	35,436.72	101,676.76	40,273.65	194,947.47
Net Revenue:	3.70%	55.52%	4.22%	63.86%
Center: 28 - CAMPS				
Revenue	808,416.00	1,600.00	987,541.00	50.50
Expense	587,252.22	19,588.08	657,076.00	17,607.58
Center: 28 - CAMPS Surplus (Deficit):	221,163.78	(17,988.08)	330,465.00	(17,557.08)
Net Revenue:	27.36%	-1,124.26%	33.46%	-34,766.50%
Center: 29 - SPECIAL EVENTS				
Revenue	60,305.00	21,318.00	64,285.00	23,465.00
Expense	210,304.34	39,052.44	190,993.66	36,794.99
Center: 29 - SPECIAL EVENTS Surplus (Deficit):	(149,999.34)	(17,734.44)	(126,708.66)	(13,329.99)
Net Revenue:	-248.73%	-83.19%	-197.10%	-56.81%
Center: 31 - HIDDEN CREEK AQUAPARK				
Revenue	387,467.00	1,449.06	427,880.00	1,532.51
Expense	471,161.18	7,034.12	563,474.68	18,112.67
Center: 31 - HIDDEN CREEK AQUAPARK Surplus (Deficit):	(83,694.18)	(5,585.06)	(135,594.68)	(16,580.16)
Net Revenue:	-21.60%	-385.43%	-31.69%	-1,081.90%
Center: 32 - ROSEWOOD INTERPRETIVE CENTER				
Revenue	121,237.50	4,793.50	143,640.50	2,965.37
Expense	99,583.28	4,100.64	134,451.45	8,260.21
Center: 32 - ROSEWOOD INTERPRETIVE CENTER Surplus (Deficit):	21,654.22	692.86	9,189.05	(5,294.84)
Net Revenue:	17.86%	14.45%	6.40%	-178.56%

Account Type	2019	2019	2020	2020
	Total Budget	YTD Activity	Total Budget	YTD Activity
Center: 33 - ROSEWOOD BEACH				
Revenue	75,271.00	115.00	86,515.00	-
Expense	124,067.86	2,545.47	144,011.88	8,338.87
Center: 33 - ROSEWOOD BEACH Surplus (Deficit):	(48,796.86)	(2,430.47)	(57,496.88)	(8,338.87)
Net Revenue:	-64.83%	-2,113.45%	-66.46%	0.00%
Center: 34 - PARK AVENUE				
Revenue	106,068.00	17,719.89	104,681.00	10,085.05
Expense	112,812.05	4,538.11	120,079.51	3,324.16
Center: 34 - PARK AVENUE Surplus (Deficit):	(6,744.05)	13,181.78	(15,398.51)	6,760.89
Net Revenue:	-6.36%	74.39%	-14.71%	67.04%
Center: 38 - ICE ARENA				
Revenue	1,359,999.10	297,878.93	1,236,655.20	314,183.99
Expense	1,164,839.51	98,337.62	1,078,636.25	162,719.53
Center: 38 - ICE ARENA Surplus (Deficit):	195,159.59	199,541.31	158,018.95	151,464.46
Net Revenue:	14.35%	66.99%	12.78%	48.21%
Center: 41 - MAINTENANCE				
Revenue	-	-	-	-
Expense	806,560.88	44,460.36	776,887.19	60,750.85
Center: 41 - MAINTENANCE Surplus (Deficit):	(806,560.88)	(44,460.36)	(776,887.19)	(60,750.85)
Net Revenue:	0.00%	0.00%	0.00%	0.00%
Center: 42 - PRO SHOP				
Revenue	1,518,909.00	15,791.28	1,439,530.00	34,000.00
Expense	562,921.88	24,707.72	502,375.52	37,714.48
Center: 42 - PRO SHOP Surplus (Deficit):	955,987.12	(8,916.44)	937,154.48	(3,714.48)
Net Revenue:	62.94%	-56.46%	65.10%	-10.92%
Center: 49 - RECREATION CENTER ADMIN				
Revenue	201,753.00	33,593.77	173,222.00	25,894.31
Expense	1,243,782.86	88,462.22	1,208,314.98	124,878.86
Center: 49 - RECREATION CENTER ADMIN Surplus (Deficit):	(1,042,029.86)	(54,868.45)	(1,035,092.98)	(98,984.55)
Net Revenue:	-516.49%	-163.33%	-597.55%	-382.26%
Center: 51 - RECREATION CENTER FITNESS				
Revenue	1,877,352.00	287,278.37	1,839,560.20	274,527.57
Expense	739,066.44	75,906.74	875,679.55	116,789.54
Center: 51 - RECREATION CENTER FITNESS Surplus (Deficit):	1,138,285.56	211,371.63	963,880.65	157,738.03
Net Revenue:	60.63%	73.58%	52.40%	57.46%
Center: 53 - RECREATION CENTER AQUATICS				
Revenue	231,370.00	31,063.13	230,067.50	36,699.53
Expense	313,329.26	32,392.58	370,015.39	54,174.53
Center: 53 - RECREATION CENTER AQUATICS Surplus (Deficit):	(81,959.26)	(1,329.45)	(139,947.89)	(17,475.00)
Net Revenue:	-35.42%	-4.28%	-60.83%	-47.62%

Account Type	2019 Total Budget	2019 YTD Activity	2020 Total Budget	2020 YTD Activity
Center: 55 - INDOOR TENNIS				
Revenue	1,314,678.60	318,441.26	1,274,182.50	352,044.96
Expense	1,055,274.71	120,488.19	1,124,363.62	145,983.54
Center: 55 - INDOOR TENNIS Surplus (Deficit):	259,403.89	197,953.07	149,818.88	206,061.42
Net Revenue:	19.73%	62.16%	11.76%	58.53%
Center: 56 - OUTDOOR TENNIS				
Revenue	215,880.00	-	247,742.50	-
Expense	166,066.75	1,202.40	171,679.04	1,602.35
Center: 56 - OUTDOOR TENNIS Surplus (Deficit):	49,813.25	(1,202.40)	76,063.46	(1,602.35)
Net Revenue:	23.07%	0.00%	30.70%	0.00%
Center: 61 - HELLER NATURE CENTER				
Revenue	308,047.90	13,503.22	305,280.00	9,870.28
Expense	668,307.31	54,287.78	662,626.22	64,336.61
Center: 61 - HELLER NATURE CENTER Surplus (Deficit):	(360,259.41)	(40,784.56)	(357,346.22)	(54,466.33)
Net Revenue:	-116.95%	-302.04%	-117.06%	-551.82%
Center: 74 - HPCC LEARNING CENTER				
Revenue	248,750.00	2,460.00	358,694.00	21,446.28
Expense	278,349.19	16,468.83	382,463.71	23,511.82
Center: 74 - HPCC LEARNING CENTER Surplus (Deficit):	(29,599.19)	(14,008.83)	(23,769.71)	(2,065.54)
Net Revenue:	-11.90%	-569.46%	-6.63%	-9.63%
Center: 76 - HPCC BUILDING				
Revenue	20,879.00	-	42,353.13	-
Expense	20,879.00	409.98	42,353.10	1,731.92
Center: 76 - HPCC BUILDING Surplus (Deficit):	-	(409.98)	0.03	(1,731.92)
Net Revenue:	0.00%	0.00%	0.00%	0.00%



Sunset Valley Golf Course

	2019 Total Budget	2019 YTD Activity	2020 Total Budget	2020 YTD Activity
Revenue	1,518,909.00	15,791.28	1,439,530.00	34,000.00
Expense	1,369,482.76	69,168.08	1,279,262.71	98,465.33
Report Surplus (Deficit):	149,426.24	(53,376.80)	160,267.29	(64,465.33)

Recreation Center of HP

	Total Budget	YTD Activity	Total Budget	YTD Activity
Revenue	2,310,475.00	351,935.27	2,242,849.70	337,121.41
Expense	2,296,178.56	196,761.54	2,454,009.92	295,842.93
Report Surplus (Deficit):	14,296.44	155,173.73	(211,160.22)	41,278.48

Deer Creek Raquet Club

	Total Budget	YTD Activity	Total Budget	YTD Activity
Revenue	1,530,558.60	318,441.26	1,521,925.00	352,044.96
Expense	1,221,341.46	121,690.59	1,296,042.66	147,585.89
Report Surplus (Deficit):	309,217.14	196,750.67	225,882.34	204,459.07

Park District of Highland Park
Investment Schedule
February 29, 2020

Security	Type		Purchase Date	Maturity Date	Interest Rate	Effective Yield to Mat	Purchase Price	Amortized Book Value	Par Value	Monthly Interest	Expected Interest
Prospect Bank/Edgar County	CD	90	11/21/19	2/19/20	1.55%	1.55%	249,000.00	249,000.00	249,000.00	200.91	951.66
Customers Bank	CD	182	11/7/19	5/5/20	1.70%	1.70%	247,900.00	247,900.00	247,900.00	334.83	2,101.38
MUFG Union National	CD	365	5/14/19	5/13/20	2.40%	2.40%	247,000.00	247,000.00	247,000.00	470.99	5,928.00
Texas Capital Bank	CD	180	11/21/19	5/19/20	1.70%	1.70%	247,900.00	247,900.00	247,900.00	334.83	2,078.28
State Bank of India	CD	180	11/22/19	5/22/20	1.65%	1.65%	247,000.00	247,000.00	247,000.00	323.81	2,009.84
Bank of Baroda	CD	182	11/27/19	5/27/20	1.60%	1.60%	247,061.09	247,000.00	247,000.00	313.99	1,970.59
Citizens Bank National Association	CD	183	12/26/19	6/26/20	1.70%	1.70%	246,000.00	246,000.00	246,000.00	332.27	2,096.73
Millington Bank	CD	183	12/30/19	6/30/20	1.66%	1.66%	247,049.13	252,000.00	252,000.00	332.36	2,097.33
Bank of China	CD	270	11/7/19	8/3/20	1.78%	1.78%	246,700.00	246,700.00	246,700.00	348.89	3,248.33
Prudential Bank	CD	270	11/7/19	8/3/20	1.64%	1.64%	246,900.00	246,900.00	246,900.00	321.71	2,995.27
TBK Bank, SSB,The Nat'l Bank Savanna, IL	CD	285	12/18/19	9/28/20	1.68%	1.68%	246,700.00	249,937.02	249,937.02	333.61	3,278.63
Wells Fargo National Bank West	CD	276	1/17/20	10/19/20	1.66%	1.66%	249,074.79	249,074.79	249,000.00	328.41	3,125.53
Modern Bank, NY	CD	270	5/24/19	2/18/20	2.50%	2.50%	245,000.00	245,000.00	245,000.00	302.05	4,530.82
CFG Community Bank, MD	CD	365	2/19/19	2/19/20	2.75%	2.75%	242,000.00	242,000.00	242,000.00	346.42	6,655.00
Bank Ozk AR	CD	365	2/21/19	2/21/20	2.65%	2.65%	243,000.00	243,000.00	243,000.00	370.49	6,439.50
Preferred Bank LA	CD	365	2/26/19	2/26/20	2.65%	2.65%	243,000.00	243,000.00	243,000.00	458.70	6,439.50
First Mid-Illinois Bank & Trust	CD	365	3/14/19	3/13/20	2.70%	2.70%	243,000.00	243,000.00	243,000.00	521.28	6,561.00
Mainstreet Bank, VA	CD	367	3/15/19	3/16/20	2.60%	2.60%	243,000.00	243,000.00	243,000.00	501.98	6,352.62
Regant Bank, OK	CD	367	3/15/19	3/16/20	2.55%	2.55%	243,000.00	243,000.00	243,000.00	492.32	6,230.45
Third Coast Bank, Humble TX	CD	365	3/26/19	3/25/20	2.70%	2.70%	243,000.00	243,000.00	243,000.00	521.28	6,561.00
Cibi (Privatebank & Trust) Chicago	CD	367	4/12/19	4/13/20	2.50%	2.50%	243,000.00	243,000.00	243,000.00	482.67	6,108.29
First Capital Bank TN	CD	367	4/12/19	4/13/20	2.45%	2.45%	243,000.00	243,000.00	243,000.00	473.02	5,986.12
Vast Bank	CD	181	10/22/19	4/20/20	1.71%	1.71%	247,000.00	247,000.00	247,000.00	335.58	2,094.49
Pacific Western Bank, LA	CD	365	4/25/19	4/24/20	2.60%	2.60%	243,000.00	243,000.00	243,000.00	501.98	6,318.00
Fieldpoint Private Bank & Trust	CD	180	11/7/19	5/5/20	1.66%	1.66%	247,000.00	247,000.00	247,000.00	325.77	2,022.02
First State Bank, Gothenburg	CD	180	11/7/19	5/5/20	1.66%	1.66%	247,000.00	247,000.00	247,000.00	325.77	2,022.02
East Boston Savings Bank, MA	CD	368	5/24/19	5/26/20	2.40%	2.40%	243,000.00	243,000.00	243,000.00	463.36	5,879.93
Veritex Community Bank Dallas, TX	CD	270	9/20/19	6/16/20	1.80%	1.80%	246,000.00	246,000.00	246,000.00	351.81	3,275.51
First National Bank of McGregor	CD	270	11/7/19	8/3/20	1.60%	1.60%	246,000.00	246,000.00	246,000.00	312.72	2,911.56
First Internet Bank of Indiana	CD	271	2/26/20	11/23/20	1.50%	1.50%	246,000.00	246,000.00	246,000.00	40.44	2,739.70
Gateway First Bank, Cherokee OK	CD	365	12/23/19	12/22/20	1.80%	1.80%	245,000.00	245,000.00	245,000.00	350.38	4,410.00
							7,609,285.01		7,617,337.02	11,454.69	125,419.09

EXECUTIVE DIRECTOR'S MONTHLY REPORT

MARCH 24, 2020

FACILITIES FEBRUARY 2020

DEER CREEK RACQUET CLUB

February Activity	2018	2019	2020
Daily Court Rentals (Hours)			
<i>Tennis</i>	133	138.5	156.25
<i>Racquetball</i>	54.75	73.75	50.5
Private Lessons (Hours)	215	201.25	248.75
Drop-Ins			
<i>Tennis</i>	445	427	338
<i>Pickleball</i>			181
Memberships	684	581	601

News & Events:

- Two USTA Tournaments were huge successes with waitlists
- Pickleball started one year ago at Deer Creek Racquet Club
- Family Tennis Night had 10 families for Saturday night fun

CENTENNIAL ICE ARENA

February Activity	2018	2019	2020
Daily Drop in Fees			
Public Skate	709	629	716
Freestyle	150	59	51
Open Hockey	13	18	33
Open Gymnastics	40	100	88
Skate Rental	631	536	617
Punch Passes			
Public Skate	20	12	14
Freestyle	19	38	13
Skate Rental	20	17	17
Facility Rentals			
Total Hours	177.62	174.6	197.90

News & Events:

- On Friday, February 14th we held our first annual Family Valentine's Skate. We had 107 skaters in attendance, most of whom were families with younger children. We received a lot of positive feedback from those in attendance and hoped we would make this a tradition.
- The public skate session on Saturday, February 22nd was purchased by Highland Park High School for their Annual Charity Drive.
- The Park District of Highland Park Competitive Gymnastics Team won a Level 3 First Place Small Team Award in the Gymnastics Factory Meet that was held in Grayslake, Illinois on Sunday, Feb. 16.

RECREATION CENTER OF HIGHLAND PARK

<u>Memberships</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Annual	1881	1954	1936
Non-Annual	63	65	60
NorthShore Grant	11	0	0
Total Memberships	1955	2019	1996
Kid Fit Memberships	62	58	52

<u>Active Members</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Annual	3091	3171	2997
Non-Annual	63	65	60
NorthShore Grant	12	0	0
Total Members	3166	3236	3057
Kid Fit Members	102	98	84

<u>Punch Pass/Day Pass</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Fitness/Aquatics Punch	39	47	41
Track Pass	1466	2566	3582
Open Gym Punch	7	5	12
Kid Fit Punch Pass	4	5	5
Facility Day Pass	190	140	91
Aquatics Day Pass	81	131	78
Open Gym Day Pass	221	340	298
Kid Fit Day Pass	16	23	18
Kid Fit Time Out	6	4	7

<u>Facility Usage</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Fitness / Aquatic	14369	13215	13124
Track	2060	2540	3126
Kid Fit	828	668	436
Group Exercise (per class)	13.6	13.30	11.3
Water Aerobics (per class)	12.4	8.6	11.4
Total Group Exercise	5950	5309	5461
Free Day Passes	154	141	170

<u>Personal Training/Programs</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Personal Training Units Sold	349	313	337.5
Personal Training Usage	413	590	699
Small Group Units Sold	0	10	58
Small Group Training Usage	0	84	99
Learn to Swim	87	76	108
Private Swim Lessons	52	76	56
Rental Bookings	112	93.42	68.31

News & Events:

1. Total Memberships are at a 1.14% decrease from February 2019 (2019 memberships in 2019 vs. 1996 memberships in 2020). We have also seen a 5.53% decrease in total members from February 2019 (3236 members in 2019 vs. 3057 members in 2020). We acquired approximately 45 new memberships, that were primarily individuals and students, as well as some couples, following our Resolution Solution promotional membership.
2. Fitness/Aquatic Usage has decreased .69% from February 2019 (13215 visits in 2019 vs. 13124 visits in 2020).
3. Personal Training Units Sold is at a 7.26% increase compared to February 2019 (313 units sold in 2019 vs. 337.5 units sold in 2020). Personal Training usage is at a 15.59% increase from 2019 (590 visits in 2019 vs. 699 visits in 2020). This increase is primarily from the new training clients acquired from our Resolution Solution Promotional Membership and Kick Start Personal Training.
4. Our Small Group Training Units sold and usage has also benefited from an increase in patrons participating in small groups, including some new members from Resolution Solution. Small-group usage is at a 15.16% increase from February 2019 (84 visits in 2019 vs. 99 visits in 2020).
5. Total Group Exercise participation is at a 2.86% increase from 2019 (2309 in 2019 vs. 5461 in 2020). Average Group Exercise participation per class is at a 15% decrease from 2019 (11.3 in 2019 vs. 13.3 in 2020). Our average participation ranges from 4.25-39.75 participants/class.
6. Learn to swim has seen a 34.78% increase in participation in winter session 2 in 2020 compared to 2019.
7. Rental bookings have decreased by 26.88% due to the lack of gym time available and space available for parties. However, we are working to provide as many creative solutions as possible.

HELLER NATURE CENTER

Cross-Country Ski Rentals

February Activity	2018	2019	2020
Number of Rentals	62	452	0
Revenue	\$813	\$5814	\$0

Facility Rentals

February Activity	2018	2019	2020
HELLER NATURE CENTER			
Rentals	3	4	2
Birthday Party Package	1	2	1
Total	4	6	3
ROSEWOOD INTERPRETIVE CENTER			
Rentals	2	2	0
Birthday Party Package	0	0	0
Total	2	2	0

School Programs

February Activity	2018	2019	2020
HELLER NATURE CENTER			
In-District Schools	0	0	1
Out-of-District Schools	4	5	0
TOTAL	4	5	1

News & Events:

- There has not been enough snow to open ski rentals
- Heller Nature Center Manager Jessica Reyes presented at the annual Illinois Parks and Recreation Association Conference
- Naturalist Amy Banner led a Teams Course training for NIU Lorado Taft Campus in Oregon, IL

Sunset Valley Golf Club

February Activity	2020 Actual	2020 Budget	2020 Actual
Golf Shop Sales	0	0	0
Golf Balls	0	0	0
Accessories	0	0	0
Golf Rentals	0	0	0
Carts	0	0	0
Golf Greens Fees	0	0	0
Resident	0	0	0
Nonresident	0	0	0
Outing	0	0	0
Other	0	0	0
Misc. Sales	0	0	0

News & Events:

- The course has been closed through February
- Sapphire Club Loyalty:
 - 4 sold in February
 - 8 sold in January
 - Projected to sell 150+ by end of May
- Permanent Tee Times have been on sale since January 1:
 - The season starts May 2 through September 12
 - 18 players purchased in February
 - 63 players purchased in January
 - Projected to have 110-120 players
- Golf Shop:
 - Nike and Puma apparel ordered
 - Titleist hybrids, wedges, and putters ordered
- Sunset Valley Golf App:
 - Make tee times
 - GPS for walkers
 - News via notifications
 - Search “Sunset Valley Golf”, available in both Android and iOS
 - Waiting for course reopening to launch

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

	2019 Actual	2020 Budget	2020 Actual
January	0	500	501
February	0	584	588
March	0	584	
April	625	681	
May	1,168	2,556	
June	1,678	3,727	
July	1,914	4,581	
August	1,795	3,917	
September	1,104	1,993	
October	644	736	
November	93	125	
December	267	208	
Totals	9,288	20,192	1,089

MINI GOLF Monthly Sales Report (rounds sold)

	2019 Actual	2020 Budget	2020 Actual
March			
April	167	167	
May	401	717	
June	913	1,400	
July	1,266	1,800	
August	1,448	1,833	
September	576	1,667	
October	316	416	
November			
Totals	5,087	8,000	

News & Events:

- Attendance continued to grow in February. Most golfers come out to practice between 11 am and 2 pm. Golfers also practiced for a longer time which increased the revenue.
- Miniature golf is closed until April.

**WEST RIDGE CENTER
FEBRUARY RENTALS**

	2018	2019	2020
Rental Bookings (hrs)	42.5	29	28

News & Events:

- Affiliate rental hours totaled 19 hours for the month of January. Not included in above totals.

SUMMER CAMPS MARCH 1, 2020

	<u>2019</u>	<u>2020</u>	<u>Variance</u>
Before & After Camp	76	86	10
CIT	50	44	-6
Big Top Little Top	34	43	9
Junior Spotlighters	33	43	10
Senior Spotlighters	38	37	-1
Golf Camps	23	20	-3
Tennis Camps	42	46	4
Girls Play Strong	22	29	7
Junior Varsity	32	31	-1
Varsity	23	31	8
Girls Outdoor Challenge	6	9	3
Hook Line and Sinker	3	5	2
Mini Crew	35	59	24
Camp Sunshine	90	104	14
Coast Guardians ¹	22	0	-22
Junior Crew	65	72	7
Senior Crew	62	60	-2
Senior Crew XL	23	25	2
Mini Sunshine	12	5	-7
Trekkers	27	31	4
OAC	21	15	-6
Sand Trackers ¹	17	0	-17
High Tide/Low Tide ²	0	32	32
Into the Wild ²	0	67	67
Swim N' Gym	32	33	1
Total	788	927	139

¹ No Longer Offered

² New Camp

SMILE GRANT-IN-AID

	2019	2020
Total YTD Subsidy	\$17,421	\$27,444
Households		
100% Subsidy YTD	34	40
50% Subsidy YTD	8	3
Total YTD	42	43

News & Events:

- Scholarship usage is up 58% compared to 2019. This can be attributed to the increase in household annual award limits for the 2020 scholarship cycle.

PARKS & NATURAL AREAS

News & Events:

- Staff removed the outdoor ice rink at Sunset Woods. There were zero-days open for skating.
- Staff, in conjunction with Planning Staff, working with Dan Creaney Co. for repair options of the Moraine pathway to the beach.
- Staff placing woodchips on paths at Highmoor, Leonardi, and May T Watts.
- Staff removed buckthorn at Kennedy, Knoll, Leonardi, and Woodridge Parks.
- Staff began spring cleanup in parks: blown leaves, sticks, and branches removed, pole pads installed on basketball poles.
- Staff, in conjunction with Facilitates staff, meet with Michael catering at the Highland Park Country Club for possible event locations at Community Park.

PLANNING

News & Events:

- Staff continues to work with SmithGroup to refine the cost estimates for the Park Avenue Barge Repair and Replacement options.
- Staff continues to work with Dan Creaney Company to further research repair options for the Moraine Park Ravine Path.
- Bids have been received and are currently being reviewed for the Centennial Ice Arena Compressor Replacement Project.
- A bid is currently being developed for the Deer Creek Racquet Club Roof Replacement. This project will be bid out in May with construction occurring during July and August.
- A bid is currently being prepared for the 2020 Asphalt Project. Work this year includes tennis or basketball courts at Deer Creek Courts, Fink Park, Lincoln Park, Sunset Woods Park, and West Ridge Park.

COMMUNICATIONS AND MARKETING

pdhp.org		
12,463 Visitors	18,405 Visits	34,237 Pageviews

Digital Brochures			
Camp	14	Spring	28
126 Views	Clicks to Register	888 Views	Clicks to Register

Social Media			
4,212 Likes	867 Followers	1,291 Followers	56 Views

Email			
45,131 Total Audience	100,014 Emails Delivered	40,131 Emails Opened	1,854 Clicks to pdhp.org

Graphics

FREE FAMILY EVENT

Sat Apr 18
10am - Noon

RECYCLE AND REUSE, DON'T THROW AWAY, MAKE EVERYDAY EARTH DAY!

Families will have an opportunity to:

- Learn water saving ideas
- Plant a tree
- Make a home for insects and bees
- Participate in earth-friendly activities
- Get ideas for reducing plastics
- A table will be set up for donations to Crayons to Cradles

JOIN US FOR THE FUN!

Heller Nature Center
1000 Ridge Road • 61710-0001

FREE EVENT!

GO HIGHLAND PARK
Chalk the Walk

Sat Apr 25 • 9:30-10:30am
Sunset Woods Park • 1801 Sunset Rd

Make the park come alive with chalk!
Write happy messages, have fun and spread some joy.
Prizes for best chalk art!

Afterwards, join us for a walk through Sunset Woods Park.

Go Highland Park is a community-wide movement designed to promote our residents' health through activity, education and collaboration.

The Go Highland Park movement is simple - encourage everyone in our community to walk at least 30 minutes a day!

RECREATION CENTER
of Highland Park
1801 Park Ave West • 61710-0100

RISE & SHINE
YOGA

Rosewood Interpretive Center
883 Sheridan Road

Start your day in the most breathtaking way! Rosewood Beach and the Interpretive Center offer the perfect setting for any yoga practice. Yoga mats are provided and available on a first-come first serve basis. Participants are encouraged to bring their own muds. Sessions are held either indoors or outdoors, depending on weather. For more information, call 847.771.4000. Register for one class, a youth pass, or the season online at pdhp.org.

Mar 31-May 24 (Ages 13 & Up)

Tu	7:15 - 8:15am	Marian McNair
Sa	8:30 - 9:30am	Jenay Gordon
Su	8:30 - 9:30am	Tracy Handelman

*No Class May 26 & 27

Purchase Options:

10-Punch Pass Drop-in	\$100/\$30/\$160
Day Pass* Drop-in	\$15/\$7/\$20

Namaste right away!

Save time and pre-purchase your pass online at pdhp.org!

*On-site drop-in fees paid with credit card only.

Our Instructors:

- Marian McNair
- Jenay Gordon
- Tracy Handelman

RECREATION CENTER
of Highland Park
1801 Park Ave West • 61710-0100

FUN BUCKS

PARK DISTRICT
of HIGHLAND PARK

\$10 off a purchase of \$30 or more. Redeem in-person at a Park District facility or online at pdhp.org, using the coupon code listed below. Code is one-time use only. One coupon per family per transaction. No duplicate copies.

Terms and Conditions:

Not valid on food, beverages, merchandise, hourly parking fees, or items sold at special events. Other restrictions may apply. Coupon is not a legal tender and has no cash value. No cash back. May not be used with any other discounts, coupons, offers, prior purchases, exchange or refund.

*Excludes Sunset Valley Golf Club online purchases.

Expires December 31, 2021

Coupon Code:

All-you-can-eat
FISH FRY

Every Friday through April 10
4:30-8:30pm


\$10
VALUE

SUNSET VALLEY
golf club
est. 1919

Celebrating 100 Years



PDHP.org

21.	/hidden-creek-aquatic-park-outdoor-pool/ 	271	(0.79%)
22.	/pdhp-internal-staff-documents/ 	270	(0.79%)
23.	/events/ 	246	(0.72%)
24.	/west-ridge-center/ 	232	(0.68%)
25.	/beaches/ 	205	(0.60%)
26.	/contact/ 	201	(0.59%)
27.	/registration-faq/ 	169	(0.49%)
28.	/2020/02/covid-19-community-health-preparedness/ 	168	(0.49%)
29.	/find-listing/ 	168	(0.49%)
30.	/parks/ 	164	(0.48%)
31.	/youth-sports/youth-basketball/ 	153	(0.45%)
32.	/park-board/ 	147	(0.43%)
33.	/parks/dog-exercise-areas/ 	141	(0.41%)

Social Media

Our social media channels continue to be effective outlets to communicate important information to residents and inspire them to stay active. We are also using our social media outlets to amplify community messages from the City of Highland Park. Since March 10, our Facebook following has increased by 330 for a total of 4,212 followers. On Instagram, our following has increased to 1,290. A “Staying Happy and Healthy at Home” website page was created providing a variety of activities for families to do at home including crafts, sports, fitness, etc. The page is updated daily with new content from staff and promoted on the Park District social media channels. The Staying Happy and Healthy at Home videos have been viewed 1,077 times on social media. On March 24, we started an online Parks Madness game encouraging residents to vote for their favorite PDHP parks, facilities, events, and amenities.

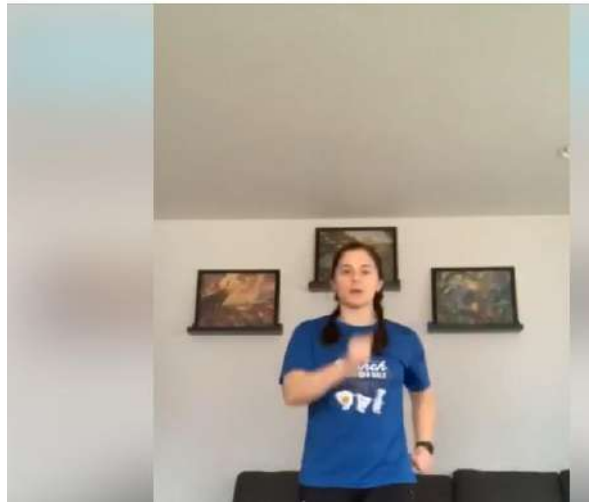
Don't forget to check out our post on great ways to stay happy and healthy at home! New content is being added every day!



PDHP.ORG
Staying Happy and Healthy at Home - Park District of Highland Park

Park District of Highland Park
 Published by Kristian Sanchez [?] · March 23 at 9:30 AM · 🌐

Get your Monday going!
 For more ideas visit: <https://bit.ly/2QuVNWc>



Park District of Highland Park
 Published by Kristian Sanchez [?] · 16 hrs · 🌐

Get in on the fun and play our new online Parks Madness Tournament! You decide the ultimate Parks Champion. Click on the link below to vote for your Round 1 favorites. You have until next Monday, March 30 to vote. Winners will be posted next week and we will move on to Round 2! Vote now! >> <https://bit.ly/2WKqGd5>

🏷️ Tag Photo 📍 Add Location ✎ Edit

👍 5 📢 2 Shares

👍 Like 💬 Comment ➦ Share 📷 📧

Comment as Park District ... 📷 📧