

NOTICE OF MEETING
MONDAY, SEPTEMBER 17, 2018 6:00 p.m.

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

WORKSHOP MEETING AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. ADDITIONS TO THE AGENDA
- IV. HIGHLAND PARK COUNTRY CLUB AGREEMENTS
- V. SUNSET VALLEY GOLF UPDATES
 - A. GOLF COURSE
 - B. CLUBHOUSE
- VI. REVIEW OF VOUCHERS
- VII. OPEN TO PUBLIC TO ADDRESS BOARD
- VIII. **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.
- IX. ACTION FROM CLOSED SESSION IF ANY
- X. ADJOURNMENT

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



Memorandum

To: Board of Park Commissioners
From: Liza McElroy, Executive Director
Date: September 17, 2018
Subject: **HIGHLAND PARK COUNTRY CLUB AGREEMENTS UPDATE**

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

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

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

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

Section 1. Recitals

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

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

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

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

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

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

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

Section 2. Transfer Property to Park District

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

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

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

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

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

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

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

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

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

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

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

D. The District shall deliver to the City a restrictive covenant or some appropriate document to be recorded against the Transfer Property at Closing, in a form attached hereto as Exhibit _____, containing the following four provisions:

1. Restriction on Sale or Transfer. A provision that provides that, subject to the limitations herein, title to the Transfer Property will, upon written demand from City and failure to cease its attempt by District, revert to the City in the event that the District attempts to convey, lease, license, or assign any portion of the Transfer Property to either (a) a governmental entity without the prior written consent of the City, which consent shall not be unreasonably withheld, or (b) a non-governmental third party entity without the prior written consent of the City, which consent may be withheld in the sole discretion of the Corporate Authorities of the City. In the event of such automatic reversion, the City shall pay back to the District an amount that is the exact amount of the Purchase Price.
2. Storm Water Management. A provision that memorializes the respective obligations of the Parties set forth in Section 9 of this Agreement concerning future storm water management on the Transfer Property.

3. Future Use of Existing Golf Holes 13 and 14. A provision that acknowledges the right of the District to use the property on which Golf Holes 13 and 14 are located as part of the “Enterprise Property” as defined in the Lot 3 lease agreement referenced in Section 3.E of this Agreement.
4. Vendor Contracts. A provision that acknowledges the right of the District to enter into contracts with third parties to provide services on the Transfer Property.
- E. The Parties shall have entered into a lease agreement attached as Exhibit _____, effective as of the Closing Date, for the lease by the District from the City of Lot 3 of the Resubdivision of the Highland Park Country Club.
- F. The Parties shall have entered into a Shared Facilities Agreement, effective as of the Closing Date, for the building and facilities on Lot 4 of the Resubdivision of the Highland Park Country Club attached as Exhibit _____.
- G. The Parties shall have entered into an agreement by which the County Club Lease is terminated, effective as of the Closing Date.
- H. The Parties shall have entered into a lease agreement, effective as of the Closing Date, for the lease by the City from the District of the Nursery Property attached as Exhibit _____.
- I. The City shall have provided or cause to be provided a permanent easement and right-of-way across any property over, through and across which the bicycle and pedestrian path currently runs from Park Avenue West through Highland Park Woods (Lot 2) to Half Day Road/Illinois Route 22, attached as Exhibit _____. In regard to the golf cart and pedestrian easement described on the Plat of Subdivision for The Hybernia Club (now

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

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

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

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

Section 4. Title Insurance; Survey

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

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

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

Section 5. Closing; Costs

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

Section 6. Real Estate Taxes and Assessments

The City represents that the Transfer Property currently is exempt from real estate taxes because of its ownership by the City. The City further represents that, as of the date of Closing, no real estate taxes or assessments should be due or payable at the Closing. Nothing in this Agreement shall be taken as the District's or the City's consent or approval

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

Section 7. Representations and Warranties of City

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

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

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

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

Section 8. Representations and Warranties of Park District

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

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

Section 9. Stormwater Management

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

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

Section 10. Development and Construction of Passive Natural Area. It is the District’s intent to plan, develop and use the Transfer Property as a Passive Natural Area . The District has represented to the City that it intends to invest approximately \$1.4 Million

Dollars to transform the Transfer Property into the Passive Natural Area, and the City relied on such representation in entering into this Agreement and in causing the Transfer Property to be conveyed to the District for the Purchase Price. Such investment may be from cash on hand, grants, bequests, in-kind services or other valuable sources. The District agrees that the construction of the Passive Natural Area will be complete and fully operational within four years after the Closing Date, subject to force majeure. Within one year after the Closing Date, the District shall present to the City, for its review and comment, a status report on the progress of the development and construction of the Passive Natural Area.

Section 11. Accuracy of Representations as of Closing; Survival

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

Section 12. Default/Remedy

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

consistent, uninterrupted diligence), Park District may pursue all available legal and equitable remedies.

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

Section 13. General Provisions

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

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

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

With a copy to:

Ancel, Glink
140 South Dearborn, Suite 600

Chicago, IL 60603
Attention: Robert Bush
email: rbush@ancelglink.com

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

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

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

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

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

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

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

F. Amendments and Modifications. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and

executed by all parties to this Agreement in accordance with all applicable statutory procedures.

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

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

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

J. As-Is, Where-Is. THE DISTRICT, HAVING BEEN IN POSSESSION OF THE TRANSFER PROPERTY FOR THE PAST THREE YEARS, AND IN CONSIDERATION OF THE PURCHASE PRICE, AGREES TO ACCEPT THE SUBJECT PROPERTY IN ITS "AS-IS", “WHERE IS” CONDITION, WITH ALL FAULTS, AS OF THE CLOSING DATE. OTHER THAN MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE CITY HAS NOT MADE, OR AUTHORIZED

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

OWN RESPONSIBILITY FOR ANY ENVIRONMENTAL LIABILITIES CREATED BY EACH SUCH PARTY.

- (1) It is understood that a portion of the Transfer Property is located over a “capped” City landfill. Notwithstanding any language to the contrary elsewhere contained in this Agreement, or in any applicable law, the District shall not be liable to the City or any person, firm or corporation acting on behalf of the City or its contractors for any damage, loss, expense, response cost or liability, including consultant fees and attorneys’ fees, resulting from the presence of Hazardous Substances (as defined below) on, under or around the Transfer Property or resulting from Hazardous Substances being generated, stored, disposed of or transported to, on, under or around the Transfer Property by the City, its contractors, predecessors in title, or any other third party acting at the request or on behalf of the City (collectively, the “Transfer Property Hazardous Substances Condition”) unless caused by the acts of the District.
- (2) For purposes of this Agreement, “Hazardous Substances” shall mean (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive or carcinogenic, (iii) any substance the presence of which the Transfer Property causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the Transfer Property or property adjacent thereto, or (iv) any substance the presence of which on the Transfer Property requires investigation or remediation under any hazardous substance law, as the same may hereafter be amended. “Hazardous Substance Law” means the Comprehensive Environmental Response, Compensation, and

Liability Act, 42 U.S.C. 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq.; the Clean Water Act, 33 U.S.C. 1251 et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. 136 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Emergency Planning and Community Right to Know Act (SARA Title III) 42 U.S.C. 11001 et seq.; and any applicable state law or regulation.

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

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

K. Execution of Other Documents. The Parties agree to cooperate in good faith to complete and execute any additional documents that may be necessary to effectuate the conveyance of the Transfer Property to the District or that may be required under

applicable federal, state, or local laws, statutes, regulations, or ordinances related to such conveyance. Specifically, and without limitation of the foregoing, prior to the Closing Date, the Parties shall adopt appropriate resolutions or ordinances approving the conveyances contemplated by this Agreement and as required by the Illinois Local Government Property Transfer Act, 50 ILCS 601/0.01, et seq.

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

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

Section 14. No Disqualifications

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

indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

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

Section 15. Master Agreement.

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

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

PARK DISTRICT OF HIGHLAND PARK

Signature: _____
Printed Name: _____
Title: President

Attest:

Signature: _____
Printed Name: _____
Title: Secretary

CITY OF HIGHLAND PARK

Signature: _____
Printed Name: _____
Title: Mayor

Attest:

Signature: _____
Printed Name: _____
Title: City Clerk

July ~~2~~22, 2018

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

July ~~2~~22, 2018

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

July ~~2~~22, 2018

EXHIBIT "C" --- Personal Property Schedule

EXHIBIT "D"---Permitted Exceptions

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

EXHIBIT "E"---Insurance Requirements for Property

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

B. Minimum Limits of Insurance

CITY shall maintain limits no less than:

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

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. **General Liability, Automobile Liability and Liquor Liability**
 - a. District, its officers, officials, employees, and agents are to be covered as additional insureds as respects: liability.

- b. The insurance coverage provided under this Lease shall be primary insurance as respects the District, its officers, officials, employees, and agents. Any insurance or self-insurance maintained by District, its officers, officials, employees, or agents shall be excess of CITY's insurance and shall not contribute with it.
- c. Coverage shall state that the CITY's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Acceptability of Insurers

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

F. Verification of Coverage

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

July ~~2~~22, 2018

Exhibit F
—
Depiction of Nursery Property

July ~~2~~22, 2018

EXHIBIT G

LOCATION OF FIBER OPTIC CABLE EASEMENT

#58966632_v~~1~~2

Document comparison by Workshare Compare on Monday, July 23, 2018 9:34:32 AM

Input:	
Document 1 ID	interwovenSite://HKDMS/Active/58966632/1
Description	#58966632v1<Active> - HPCC Transfer Agreement
Document 2 ID	interwovenSite://HKDMS/Active/58966632/2
Description	#58966632v2<Active> - HPCC Transfer Agreement
Rendering set	Standard

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

Statistics:	
	Count
Insertions	9
Deletions	3
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	12

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

(Lot 3 of Highland Park Country Club)

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

WITNESSETH:

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

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

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

WHEREAS, the dome, golf learning center, driving range and miniature golf facilities and, possibly, that portion of Lot 1 of the Property on which golf holes 13 and 14 of the Highland Park Country Club are located, are referred to collectively as the "*Enterprises*"; and

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

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

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

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

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

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

1. Enterprise Property.

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

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

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

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

the cost of independent contractor, management and professional services contracts, ~~reasonable general administrative costs, capital depreciation,~~ deductions for refunds, returns and uncollectible accounts receivable, and the cost of insurance, risk management services, utilities, taxes and other assessments ~~and miscellaneous charges~~ (collectively, the "Expenses" and individually, an "Expense").

c. For each of the first two years of the Term, the Parties agree that the District shall be paid an annual management fee equal to an amount that is equal to 5% of the annual Expenses. The percentage amount of the annual management fee thereafter shall be determined collectively by the Parties based on performance during the first two years.

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

5. Revenue Share.

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

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

6. Accounting. For the purpose of calculating Net Revenue, the Parties agree to rely on the accounting methods adopted from time to time by the District, provided they are not inconsistent with generally accepted accounting principles.
7. Use.
 - a. The District shall use the Enterprise Property only for purposes connected with the provision of park and recreational services and programs determined appropriate by the District and which are not inconsistent with any applicable land use covenants and zoning regulations.
 - b. Except as limited by subparagraph 7.[ba](#), the District shall exercise sole discretion to determine what activities are operated on the Enterprise Property

and may add, remove, replace or substitute programs and activities, including the Enterprises.

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

8. Condition; Maintenance; Improvements.

- a. The District has inspected the Enterprise Property, is familiar with the present condition of the Enterprise Property and agrees to accept the Enterprise Property in that condition at the commencement of the Term.
- b. The District shall provide general property maintenance service for the Enterprise Property which shall include keeping the Enterprise Property in a clean condition, free of accumulations of dirt, rubbish and unlawful obstructions as well as provide landscaping and exterior maintenance of all of the grounds including those immediately adjacent to all of the buildings and the parking lots located on the Enterprise Property. All costs incurred by the District pursuant to this subparagraph b shall be considered to be “Expenses.”
- c. The District shall keep in good condition the interiors and exteriors of all of the buildings on the Enterprise Property and all entranceways and sidewalks leading thereto. To that end, the District shall provide customary

maintenance to all of the Enterprise Property, as reasonably required under the circumstances.

- d. The cost for the comprehensive repair and replacement of the parking areas, including but not limited to lights, shall be evenly split between the Parties. The District shall invoice the City for the City's share of said cost within 30 days of any project completion, and the City shall pay its share promptly upon receipt of such invoice. No costs associated with the comprehensive replacement of the parking area as described in this subparagraph d shall be considered to be "Expenses."
- e. Minor Capital Projects. Subject to the limitations otherwise described herein, District may exercise discretion to design and construct capital improvements or capital repairs to the Enterprise Property and Enterprises so long as a good faith estimate of the cost for such improvements or repairs is less than \$25,000, adjusted annually by the percentage change in the Consumer Price Index ("Minor Capital Projects"). Upon the District giving notice to the City of its intent to perform and complete Minor Capital Projects by delivering a copy of the design plans and cost estimate therefor, the City shall be granted thirty (30) days to request additions to the District's design for capital improvements or capital repairs, but the City may not prevent the District from performing Minor Capital Projects. If the City's additions to the District's design for Minor Capital Projects result in an incremental

change in the cost for design or construction, all incremental costs resulting from the City additions shall be borne solely by the City and shall be paid within thirty (30) days of demand therefor. Minor Capital Projects for which the cost exceeds \$25,000 due to the City's additions shall nonetheless remain Minor Capital Projects.

- f. Major Capital Projects. For capital improvements or capital repairs for which a good faith estimate of the cost exceeds \$25,000, adjusted annually by the percentage change in the Consumer Price Index ("Major Capital Projects"), the cost shall be shared evenly by the Parties unless otherwise agreed to in writing. All expenses related to Capital Projects shall be "Capital Expenses." Before commencing a Major Capital Project, the Parties shall meet and agree on the project schedule and design, but the City may not prevent the District from performing a Major Capital Project if the District elects to pay for it itself. The District does not have any obligation to perform Major Capital Projects at its own expense. The Parties agree to replace the monument identification sign located on the frontage of U.S. Route 41 within the first 24 months of the term and to evenly share all costs therefor, which costs shall not be considered to be "Expenses".
- g. Notwithstanding the provisions of subparagraphs (d), (e) and (f) herein above, the District shall perform emergency repairs, the cost for which shall be considered an Expense.

9. Surrender. On the termination date of this Lease, the District shall surrender the Enterprise Property except for any portion of Lot 1 which was ever included in the Enterprise Property to the City in the then prevailing condition and additions or alterations made by the District, notwithstanding any investment into such alternations paid for by the City.
10. Utilities. On a timely basis, the District shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the Enterprise Property. The cost for utilities shall be considered an Expense.
11. Taxes and Assessments. The Enterprise Property currently is exempt from general real estate taxes. It is agreed by the Parties that the District shall pay all real estate taxes, special taxes or special assessments, but only such taxes or special assessments which shall be imposed by State law on a local public entity, which may be assessed against the Enterprise Property as an Expense.
12. Access to Enterprise Property and Access to Books and Records concerning Enterprise Property.
 - a. Notwithstanding the District's exclusive use and control of the Enterprise Property, the City and its agents and employees and independent contractors designated by the City shall have the right to enter upon the Enterprise Property and all portions thereof at any time during the term of the Lease for the purpose of inspecting the Enterprise Property for the enforcement of the Lease; provided, however, that in entering upon the Enterprise Property the persons shall not unreasonably interfere with the District's use of the Enterprise Property.

- b. The District shall make available to the City or its designated representatives, all books and records of the District pertaining to the Enterprises and the Enterprise Property to enable the City to determine compliance with the provisions of this Lease, and to enable the City to conduct an independent review of the calculation of Revenues and Expenses.
13. Alterations and Improvements. The District shall be permitted to make alterations and additions to the Enterprise Property consistent with the terms of this Lease without the consent of the City provided that such alterations or additions do not substantially and permanently reduce (without considering Capital Expenses) the expected Net Revenue generated by the Enterprise Property. If such proposed alterations or additions are expected to substantially and permanently reduce the Net Revenue generated by such Enterprise Property, the District must receive the prior written consent of the City, which consent may be withheld at the City's sole discretion. Any alterations or additions made to the Enterprise Property by the District, except to Lot 1 Property, and not removed by the District upon the termination of this Lease, shall belong to and become the property of the City without cost to the City.
14. Title. The City warrants that it has title to the Enterprise Property, except any Lot 1 property, in fee simple, free and clear of any liens, claims or encumbrances of third parties, except as listed on **Exhibit C**.
15. Continued Access. During the term of this Lease the City will provide to the District continued access to the Lot 3 from U.S. Route 41. Any relocation or reconstruction of the existing access to Lot 3 from U.S. Route 41, and the construction, maintenance and

operation of any traffic controls related thereto, shall be performed at no expense to the District.

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

17. Default.

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

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

18. Termination. This Lease shall terminate upon the expiration of the Term and may not be terminated early except for a pattern of repeated material breaches of this Lease by the District or as provided in sub-paragraphs a- c below:

- a. If, at any time, after the first seven (7) years of this Lease, Annual Expenses, not including Capital Expenses, have exceeded Annual Revenues for three (3) consecutive years, the City shall be entitled to terminate this Lease provided that written notice of such termination is given to the District no less than 180 days prior to the stated date of termination. In the event that the City terminates the Lease as set forth in this sub-paragraph, the City shall make the District whole for any outstanding Capital Expenses, net of any applicable depreciation (as presented by the District and verified by the City) within thirty (30) days after the stated termination date.
- b. Either party shall have the right to terminate this Lease prior the expiration of the Term once every ten (10) years, on each 10th anniversary of the Effective Date, provided that written notice of such termination is given to the other party no less than 180 days prior the 10th year anniversary date. In the event that the City terminates the Lease at any 10th year anniversary date as set forth in this sub-paragraph, the City shall make the District whole for any outstanding Capital Expenses, net of any applicable depreciation (as presented by the District and verified by the City) within thirty (30) days after the stated termination date. No Capital Expenses shall be incurred at any time after the date on which a written notice of termination is given pursuant to this sub-paragraph.
- c. The City shall have the right to terminate this Lease prior to the expiration of the Term if, in the City's reasonable judgment, the District has, for a period of not less than twenty four (24) consecutive months, abandoned all recreational and

park uses of the Enterprise Property. The City shall give the District no less than 120 days' notice to so terminate the Lease, and the District may stop the proposed termination by curing the alleged abandonment within said 120 days.

19. Hazardous Substances.

- a. It is understood the Enterprise Property is located over a "capped" City landfill. Notwithstanding any language to the contrary elsewhere contained in this Agreement or in any applicable law, the District shall not be liable to the City or any person, firm or corporation acting on behalf of the City or its contractors for any damage, loss, expense, response cost or liability, including consultant fees and attorneys' fees, resulting from the presence of Hazardous Substances (as defined below) on, under or around the Enterprise Property or resulting from Hazardous Substances being generated, stored, disposed of or transported to, on, under or around the Enterprise Property by the City, its contractors, predecessors in title, or any other third party acting at the request or on behalf of the City (collectively, the "Transfer Property Hazardous Substances Condition") unless caused by the acts of the District.
- b. For purposes of this Agreement, "Hazardous Substances" shall mean (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive or carcinogenic, (iii) any substance the presence of which the Enterprise Property causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the Enterprise Property or property adjacent thereto, or (iv) any substance the

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

- c. The District shall defend, indemnify and hold harmless the City and its officers, officials, employees, volunteers and agents from and against all claims, damages losses and expenses, including, but not limited to, legal fees (attorney’s and paralegal’s fees, expert fees and court costs), arising out of or resulting from the actions of the District with respect to the Enterprise Property provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the Enterprise Property itself, including the loss of use resulting therefrom, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the District or anyone for whose acts the District may be liable. Any such lawsuit or claim shall be tendered by the City and accepted for defense and indemnification

by the District in a timely manner at no cost to the City. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the City would otherwise have. If a dispute arises as to whether or not the tendered lawsuit or claim is the obligation of the City or the District, the prevailing party shall be awarded all reasonable attorneys' fees, expenses and administrative hearing and court costs incurred either directly or indirectly incurred by it in such disputes.

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

of the City or the District, the prevailing party shall be awarded all reasonable attorneys' fees, expenses and administrative hearing and court costs incurred either directly or indirectly incurred by it in such disputes.

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

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

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

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

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

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

22. Certifications. The Parties certify hereby that they are not barred from entering into this Lease Agreement as result of violation of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that each Party has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4) and 5 ILCS 430/70-5. The Parties each represent and warrant that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

23. Casualty/Condemnation. Subject to the protections provided by the District's insurance purchased pursuant to Paragraph 14 of this Lease, City and District shall equally bear all risk

of loss. In the event of any casualty or the commencement or threat of condemnation proceedings affecting the Enterprise Property, the City shall give the Park District notice of such event within five (5) days. Within five (5) days from receipt of such notice of such event, the Park District may elect to cancel this agreement and terminate the Lease of the Enterprise Property.

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

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

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

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

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

29. Force Majeure. Neither party shall be held in default under, or in noncompliance with, the provisions of the Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including liquidated damages, termination, cancellation or

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

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

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

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

CITY OF HIGHLAND PARK

PARK DISTRICT OF HIGHLAND PARK

Nancy Rotering, Mayor

Brian Kaplan, President

ATTEST:

ATTEST:

City Clerk

Secretary

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "B"

GRAPHIC DEPICTION OF PROPERTY AND LOTS

EXHIBIT "C"
PERMITTED ENCUMBRANCES

EXHIBIT "D"

INSURANCE COVERAGES

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

B. Minimum Limits of Insurance

District shall maintain limits no less than:

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

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

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

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

2. **All Coverages**

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

E. Acceptability of Insurers

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

F. Verification of Coverage

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

Prepared By and
After recording, return to:

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

This space reserved for Recorder's use only.

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

(Lot 4 of Highland Park Country Club)

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

2. Common Areas and Common Facilities.

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

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

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

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

3. Maintenance of Common Areas and Common Facilities on Lot 4. The Parties agree the maintenance, operation, repair, and replacement of the Common Areas and Common Facilities shall be performed as described below:

- a. The District has inspected the Common Areas and Common Facilities and is familiar with, and accepts, their present condition at the commencement of the Term.
- b. The District shall provide general maintenance service for the Common Areas and Common Facilities which shall include keeping them in a good condition, clean, free of accumulations of dirt, rubbish and unlawful obstructions. Maintenance shall include routine landscaping around the buildings, the Monument Sign, and the parking lot islands on Lot 4 and Lot 5 of the Property, maintaining and updating the message on the Monument Sign, and snow removal for pedestrian walkways and the parking lot, provided if the parking lot is reconstructed or relocated by the City, the District shall not be required to perform maintenance or snow removal in the parking lot without a new written agreement between the Parties.
- c. The District and City agree that the cost for maintenance of the Common Areas and Common Facilities are attached hereto as **Exhibit F** and incorporated by reference. The District shall prepare an annual budget for the line items described in **Exhibit F** and deliver a copy thereof to the City prior to August 15 of each year during the Term (the "Budget"). The City shall remit semi-annual payments equal to one half of the annual Budget to the District on June 30 and December 31 each year. By not

later than March 31 each year, the District shall compare the annual Budget for the preceding year to the actual maintenance expenses, excluding the General Management Fee (as defined in Exhibit F). If the actual maintenance expenses, excluding the General Maintenance Fee, are greater or less than the annual budget by more than 3%, the District shall report such difference to the City and a true up amount shall be added or deducted from the remaining payments for that year.

- d. Except for emergency repairs, any separate repair or maintenance expenses for the Common Areas or Common Facilities exceeding \$5,000 and not identified in the Budget shall require prior approval from both parties. The City and District shall cooperate on capital improvements and repairs to the Common Areas or Common Facilities and shall establish a written agreement on project schedule, design, financing and the allocation of cost. Neither Party's cooperation or approval shall be unreasonably withheld. Emergency repairs shall be identified and performed by the District and the cost shall be allocated as per **Exhibit F**.
 - e. ~~Notwithstanding the foregoing, any capital improvements to the Locker Rooms, Laundry Room or Pool Hallway for which the District agrees to pay the entire cost, shall not require City input or approval.~~ For calendar year 2018, the District shall pay for all electric utility service supplied to the Common Facilities. From and after January 1, 2019, electric utility service shall be included in the Budget described in **Exhibit F**.
4. Designated District Office. The City shall designate an area on the lower level of the Clubhouse which shall be for the exclusive and uninterrupted use of the District, at no cost to the District, for an office for the District's Passive Nature Area.

5. Monument Sign. Possession and management of the Monument Sign more specifically depicted on Exhibit E, shall be jointly shared between the City and District during the Term of this Agreement. The Monument Sign may be requested to be replaced by either Party throughout the term of this Agreement. The Parties shall agree to the timing of the replacement, sign content and design, and agree to evenly share all costs therefor. The Parties shall evenly share the sign panels located on the Monument Sign and each Party shall have sole discretion and control over the content on its respective sign panels.
6. Banquets. The use of the Clubhouse for the operation of banquets and other assembly-type events shall be consistent with the following conditions:
 - a. Unless extended pursuant to subsection 6.b below, the Parties agree that the District shall continue to be responsible for general banquet operations until December 31, 2018. The District shall also continue to book banquets for 2019 and thereafter until it is agreed by the Parties that booking banquets shall no longer be a District responsibility. All banquet contracts considered for acceptance by District for after December 31, 2018 must first receive the approval of the City Manager. Such approval shall be acted upon within two (2) business days after such request is submitted in writing to the City Manager pursuant to the Notice provision of this Agreement. If the City Manager does not respond within said two (2) days, the request shall be deemed as approved.
 - b. The District shall have the right, but not the obligation, to extend its responsibility for general banquet operations after December 31, 2018 by providing written notice to the City of its intent to do so prior to October 31, 2018. Such extension shall include terms, conditions, and revenue sharing provisions that are mutually

acceptable to both the City and the District and set forth in a written document executed by both the City and the District, which document shall, upon execution, be deemed to be incorporated into and made a part of this Agreement.

- c. The Parties agree that during any year in which the District is responsible for general banquet operations, the City shall have the right, but not the obligation, to make cosmetic improvements to the banquet area of the Clubhouse, including but not limited to chandelier replacements, window treatments, new flooring and painting at the City's sole cost and expense. Such improvements, if performed at all, shall be performed at a time when it shall not unreasonably interfere with the operation of the banquet facilities and events located therein.
- d. Except for the booking operation described in subsection 6.a from and after January 1, 2019, the City acknowledges that the District shall have no obligation for the operation of banquets, unless the District shall have exercised its right to extend, and a written extension document is executed, pursuant to subsection 6.b.
- e. Minor Capital Projects. Subject to the limitations otherwise described herein, during any part of the term during which the District is operating the banquet facilities, the District may exercise discretion to design, construct, and pay for capital improvements or capital repairs to the banquet facilities so long as a good faith estimate of the cost for such improvements or repairs is less than \$10,000 ("Minor Capital Projects"). Upon the District giving notice to the City of its intent to perform and complete Minor Capital Projects by delivering a copy of the plans and cost estimate therefor, the City shall be granted thirty (30) days to request additions to the District's design for the Minor Capital Project. If the City's

additions to the District's design for Minor Capital Projects result in an incremental change in the cost for design or construction, all incremental costs resulting from the City additions shall be borne solely by the City and shall be paid within thirty (30) days of demand therefor. Minor Capital Projects for which the cost exceeds \$25,000 due to the City's additions shall nonetheless remain Minor Capital Projects.

- f. Major Capital Projects. During any part of the term during which the District is operating the banquet facilities, for capital improvements or capital repairs to the banquet facilities for which a good faith estimate of the cost exceeds \$10,000 ("Major Capital Projects"), the Parties shall meet and agree on the project schedule costs and design, but the City may not prevent the District from performing a Major Capital Project if the District elects to pay for it itself. The District does not have any obligation to perform Major Capital Projects at its own expense.
 - g. Notwithstanding the provisions of subparagraphs 6.e and 6.f, the District shall perform emergency repairs at all times during which the District is operating the banquet facilities. Written notification shall be provided to the City Manager or designee providing the scope of the work and cost of repair. The cost of such emergency repairs shall be shared equally by the Parties.
7. Golf Maintenance Shed. The City grants to the District, and the District accepts from the City, an exclusive license for the use of the golf maintenance shed located in the northeasterly portion of Lot 4 (collectively, the "Shed Property"), as more specifically depicted on Exhibit B. For and in consideration for the license of the Shed Property, the District shall pay to the City one-half (1/2) of the aggregate sales price for any personal

property described in the golf equipment inventory list described in **Exhibit D**, which the District actually sells. The District shall have the right to terminate the license on thirty (30) days advance notice. The City shall have the right to remove or relocate the Shed Property at any time provided that the City gives the District ninety (90) days advance notice.

8. Insurance. Each party shall purchase insurance or self-insurance protection as provided in **Exhibit G**.

9. Parking Lot.

a. Except as provided in Section 11 of this Agreement, the Parties acknowledge and agree that there shall be no less than 324 parking spaces (including 12 disabled-access parking spaces) at all times on Lot 4. Except as expressly provided herein, all such parking spaces will be available for multiple-shared uses, including, without limitation, in support of the District's RCHP on Lot 5 and the future Passive Natural Area to be constructed by the District on Lots 1 and 2. In anticipation of the Senior Center moving to the Highland Park Country Club, the City and the District shall mutually agree on the layout of the parking lot and any expansion, the location of designated spaces for all senior citizens, the hours for the designated spaces and the number of designated spaces. ~~This Agreement~~At a minimum, this agreement must provide that not more than 35 of the 324 spaces closest to the Clubhouse building shall be designated for use by senior citizens during the hours of 9 a.m. to 5 p.m. on Mondays – Fridays. This agreement must be completed before the Senior Center occupies the Highland Park Country Club. The staff of the respective Parties shall meet annually to reassess and, if they deem it

appropriate, to revise the number of parking spaces allotted for senior citizens and the hours such spaces shall be so reserved so as to maximize the optimal and convenient use of the District and City facilities located at the RCHP, the Clubhouse and the Natural Preserve Area.

- b. In the event the City ever intends to relocate the required parking spaces or build a multi-level parking deck because another structure or use will be constructed or operated on Lot 4, the 324 parking spaces available for use by the District, and its patrons, guests and invitees of Lots 1, 2 and 5, shall always be located adjacent to Lot 5. No portion of any multi-level parking deck or other structure will be located on the west half of Lot 4 (as shown on Exhibit X). In the event the parking is relocated at any time and for any reason, such relocation shall occur at no cost or expense to the District. The City shall seek out the comments and recommendations of the Park District with respect to the relocation of parking before any plans are publicly presented. For the purpose of this subsection, the west half of Lot 4 shall be depicted on **Exhibit B**.
- c. The City and District will work cooperatively on any proposals submitted by each Party if the parking or driveway areas located west of the current (2018) westerly most access point from Park Avenue West shown on Exhibit Y are proposed to be removed, redesigned or relocated. The cooperation anticipated by this provision shall not be unreasonably withheld by either Party. Any proposed change to existing access points shall not impede the District's appropriate access to Lot 5 and the driveway dropoff area for the RCHP.

- d. Any additional parking spaces required as result of programming, activities, businesses or other functions operated or approved by the City shall be solely the responsibility of the City to design and improve and shall not reduce any of the parking spaces which currently exist as set forth herein.
 - e. The District and its invitees, guests and customers shall not be charged any fee or expense for parking in the parking spaces required by this Agreement. Except as otherwise provided herein, ~~there shall be no City~~the City shall not adopt, without the prior written approval of the District, which approval shall not be unreasonably withheld, any regulations prohibiting or limiting District patrons from using any portion of the parking lot or requiring any District patrons to use any designated portion of the parking lot or requiring any specified vehicle identification system for patrons to use any portion of the parking lot.
 - f. Except for any parking deck which the City may construct, the City and the District shall share in all capital expenses relating to the reconstruction, resurfacing and/or resealing of the parking areas and lighting in parking lots. The City shall consult with and seek out the comments and recommendations of the Park District with respect to the design and specifications of the parking lot lights. All costs referenced in this subsection (f) shall be shared equally between the Parties.
10. Cross-Access to the Shed Property, Lot 1 and Lot 5.
- a. Except as provided in Section 11 of this Agreement, the City shall provide, at all times, reasonable and direct pedestrian and vehicular access across Lot 4, from and between the Park Avenue West right-of-way, the Shed Property, Lot 1 and Lot 5. Without limiting the generality of the preceding sentence, the City shall provide

direct access from Lot 4 to Lot 1 at the points identified on **Exhibit B** as “Entrance to Passive Natural Area.”

- b. Subject to the obligation described in subsection (a), the location of access point or points to Lot 4 from Park Avenue West will be determined, and can be changed, by the City in its reasonable discretion. In the event the City ever intends to relocate the access point or points, the City shall seek out the comments and recommendations of the Park District.
- c. The location of access point or points between Lot 4 and Lot 5 shall not be changed without the mutual, written agreement of the Parties, which agreement shall not be unreasonably withheld.
- d. In the event that access points to Lot 4 from Park Avenue West are relocated at any time and for any reason, the costs for such relocation shall be paid for by the Party which initiated such relocation. In the event such access points require the installation of additional traffic controls of any kind, such controls shall be constructed and installed at no cost or expense to the District.
- e. The District and its invitees, guests and customers shall not be charged any fee or expense for exercising the cross-access rights across Lot 4.
- f. The recording of this Agreement shall represent a parking and cross-access easement memorializing the City’s obligation to provide parking and cross-access on Lot 4 for the use and benefit of the Shed Property and Lots 1, 2 and 5, consistent with the terms of this Agreement. The covenants, including the termination and applicability provisions, herein described shall run with the land and be binding on the City’s successors and assigns.

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

- a. City Default. In the event of a default by the City in the performance or observance of any of the City's duties or obligations herein contained, and upon the failure of City to cure such default within ten (10) days following written notice thereof from the District (or such longer period of time as may be necessary to cure such default by applying consistent, uninterrupted diligence), the District may pursue all legal and equitable remedies.
 - b. District Default. In the event of a default by the District in the performance or observance of any of the District's duties or obligations herein contained, and upon the failure of the District to cure such default within ten (10) days following written notice thereof from the City (or such longer period of time as may be necessary to cure such default by applying consistent, uninterrupted diligence), the City may pursue all legal and equitable remedies.
17. Notices. Any notice or communication required or permitted to be given under this Agreement must be in writing and be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (4) by other electronic means. Notices will be deemed delivered on the date of actual receipt during normal business hours. By notice complying with the requirements of this Section, each party has the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address will be effective until actually received.

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

Park District of Highland Park

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

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

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

18. Incorporation of Exhibits. Exhibits A through F attached to this Agreement are incorporated into and made a part of this Agreement by this reference.
19. Amendments and Modifications. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.
20. Governing Law. This Agreement is governed by and enforced in accordance with the internal laws of, but not the conflicts of the laws rules of, the State of Illinois.
21. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and this Agreement supersedes every prior agreement and negotiation between the parties, whether written or oral, relating to the subject matter of this Agreement.
22. Force Majeure. Neither party shall be held in default under, or in noncompliance with, the provisions of the Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including liquidated damages, termination, cancellation or revocation), where such noncompliance or alleged defaults occurred or were caused by “Force Majeure,” defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor

disputes, or other event that is reasonably beyond the party's ability to anticipate or control. Non-compliance or default attributable to Force Majeure shall be corrected as soon as practicable. The party suffering the Force Majeure shall send notice as soon as reasonably practicable following the onset and conclusion of the Force Majeure.

23. Casualty.

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

24. Condemnation. The City covenants not to exercise the power of eminent domain for the purpose of removing the City's warranties and obligations to the District related to Lot 4.

25. Certifications. The Parties certify hereby that they are not barred from entering into this Lease Agreement as result of violation of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that each Party has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4) and 5 ILCS 430/70-5. The Parties each represent and warrant that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.
26. Master Agreement. To the extent there are any inconsistencies between the Master Agreement and this document, this document shall control.

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

PARK DISTRICT OF HIGHLAND PARK

Signature: _____
Printed Name: Brian Kaplan
Title: President

Attest:

Signature: _____
Printed Name: _____
Title: Secretary

CITY OF HIGHLAND PARK

Signature: _____
Printed Name: Nancy R. Rotering
Title: Mayor

Attest:

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

~~June 27~~, July 22, 2018

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

~~June 27~~, July 22, 2018

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

EXHIBIT "C" --- Permitted Title Exceptions

~~June 27,~~July 22, 2018

EXHIBIT "D" --- Golf Equipment Inventory List

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

EXHIBIT F – COSTS

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

EXHIBIT "G"---Insurance Requirements

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

B. Minimum Limits of Insurance

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

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

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

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

E. Acceptability of Insurers

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

F. Verification of Coverage

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

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Description	#58966550v1<Active> - HPCC Lot 4 Shared Use Agreement June 2018
Document 2 ID	interwovenSite://HKDMS/Active/58966550/2
Description	#58966550v2<Active> - HPCC Lot 4 Shared Use Agreement June 2018
Rendering set	Standard

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

Statistics:	
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Insertions	5
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Style change	0
Format changed	0
Total changes	10

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

(Tree Nursery)

This Intergovernmental Lease Agreement (the "*Lease*") is entered into as of _____, 2018, (the "~~effective date~~" Effective Date) between the City of Highland Park, an Illinois home rule municipality (the "*City*"), and the Park District of Highland Park, a unit of local government of the State of Illinois (the "*District*" or "*Park District*"). The City and the District are sometimes hereinafter referred to individually as a "Party" or jointly as the "Parties";

WITNESSETH:

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

WHEREAS, pursuant to the purchase and sale agreement for the Transfer Property, the District shall lease back to the City a territory in the northwest portion of Lot 1 of the Transfer Property and immediately south of and adjacent to the City's Public Services Center, in the specific location depicted in **Exhibit A** (the "Nursery Property") for use by the City as a forestry nursery; and

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

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

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

1. Nursery Property. The District leases to the City and the City leases from the District for the term stated in paragraph 2, the Nursery Property.
2. Term. Unless sooner terminated in accordance with paragraph 13, below, the term of this Lease shall be for a term commencing on the ~~“Effective Date”~~ and ending on December 31, 2116 (the "*Term*"). Upon the expiration date, the Term shall renew for successive ten (10) year renewal terms unless either Party gives notice of its intent not to renew no more than one (1) year and not less than 180 days prior to the expiration date for the Term or renewal term; provided, that if the City is still operating the Nursery Property consistent with Section 4 hereof the District may not terminate the Lease without the City's consent. The parties understand that during the term of this Lease circumstances may change so as to suggest alteration of the agreement to be in the best interests of the parties and the community. Therefore, during the year of every ten year anniversary of this agreement, the parties shall meet to discuss whether amending this Lease in any way would be in the best interests of the parties and the community. In the absence of any agreed upon changes, the Lease shall remain in full force and effect. In addition, if the parties shall mutually agree, such meetings may occur more frequently than every ten years.
3. Annual Rent. As rent for the Nursery Property, the City shall be responsible, at its sole expense, for all operation, maintenance, repair and replacement of any or all of the Nursery Property and the improvements located thereon or later added thereto. Without limiting the foregoing obligations, the general maintenance of the Nursery Property shall

include keeping the Nursery Property in a clean condition, free of accumulations of rubbish and unlawful obstructions as well as provide landscaping and maintenance of all of the grounds and complying with Exhibit B.

4. Use. Except as otherwise provided herein or with the District's prior written consent, which consent may be withheld in the District's sole discretion, the City shall operate the Nursery Property as a tree nursery, subject to the condition set forth below:
 - a. The terms and conditions of the City's use of the Nursery Property are set forth on attached Exhibit D;
 - b. The Nursery Property shall be available to the District, its officers, employees, invitees and guests for educational purposes in furtherance of the District's public recreational purpose and mission, provided such educational use shall not unreasonably interfere with the City's use of the Nursery Property;
 - c. The City shall not store or stage equipment on the Nursery Property when it is not needed for active nursery operations;
 - d. The City shall provide vehicular and pedestrian access, solely for maintenance purposes, from the Public Services Center across the Nursery Property to Lot 1 provided that notification of access is provided to the City a minimum of 24 hours in advance;
 - e. The City shall consult with the District to design the nursery so that it is aesthetically and functionally integrated into the passive natural area located around the Nursery Property; and

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

5. **Condition**. The City has inspected the Nursery Property, is familiar with the present condition of the Nursery Property and agrees to accept the Nursery Property in an **AS-IS, WHERE-IS** condition at the commencement of the Term. THE CITY ACKNOWLEDGES THE DISTRICT HAS NOT MADE, OR AUTHORIZED ANYONE TO MAKE, ANY WARRANTY OR REPRESENTATION ABOUT THE PRESENT OR FUTURE PHYSICAL OR ENVIRONMENTAL CONDITION, DEVELOPMENT POTENTIAL, ZONING, OPERATION, INCOME GENERATED BY, OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE NURSERY PROPERTY OR ANY MATTER OR THING PERTAINING TO THIS LEASE AND NO SUCH REPRESENTATION OR WARRANTY SHALL BE IMPLIED OR ARISE BY OPERATION OF LAW, INCLUDING ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CITY EXPRESSLY ACKNOWLEDGES THAT (A) NO SUCH WARRANTY OR REPRESENTATION HAS BEEN MADE AND THAT THE CITY IS NOT RELYING ON ANY WARRANTY OR REPRESENTATION WHATSOEVER, AND (B) THE CITY, HAVING HAD THE OPPORTUNITY TO MAKE AN INDEPENDENT INVESTIGATION AND EXAMINATION OF THE NURSERY PROPERTY AND ALL MATTERS RELATED THERETO, IS RELYING SOLELY ON ITS OWN INVESTIGATION THEREOF. THE TERMS OF THIS SECTION 5 SHALL SURVIVE THE CLOSING OR TERMINATION OF THIS AGREEMENT.

6. Surrender. On the termination date of this Lease, the City shall surrender the Nursery Property to the District in an as-is condition.
7. Utilities. On a timely basis, the City shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the Nursery Property. The District shall have no obligation to install or provide any utilities or services to the Nursery Property.
8. Taxes and Assessments. The Nursery Property currently is exempt from general real estate taxes. It is agreed by the Parties that the City shall pay all real estate taxes, special taxes or special assessments which may be assessed against the Nursery Property.
9. Access to Nursery Property. Notwithstanding the City's use and control of the Nursery Property, the District and its agents and employees and independent contractors designated by the District shall have the right to enter upon the Nursery Property and all portions thereof at any time during the term of the Lease provided notice is provided to the City in advance for the purpose of inspecting the Nursery Property for the enforcement of the Lease; provided, however, that in entering upon the Nursery Property the persons shall not unreasonably interfere with the City's use of the Nursery Property.
10. Alterations and Additions. The City shall be permitted to make new alterations and additions to the Nursery Property consistent with the terms of this Lease provided the City receives the prior written consent of the District for such new alternations or additions, which consent shall not be unreasonably withheld.

11. Insurance. The Parties shall obtain and maintain during the Term insurance coverages in accordance with **Exhibit C**. Each Party shall be added as an additional insured on all such insurance coverages of the other Party, at no cost to the Party named as an additional insured.
12. Default.
 - a. District Default. In the event of a default by District in the performance or observance of any of District's duties or obligations herein contained, and upon the failure of District to cure such default within ten (10) days following written notice thereof from City (or such longer period of time as may be necessary to cure such default by applying consistent, uninterrupted diligence), City, at its option, may seek all available legal and equitable remedies.
 - b. City Default. In the event of a default by City in the performance or observance of any of City's duties or obligations herein contained, and upon the failure of City to cure such default within ten (10) days following written notice thereof from District (or such longer period of time as may be necessary to cure such default by applying consistent, uninterrupted diligence), District, at its option, may seek all available legal and equitable remedies.
13. Termination.
 - a. ~~This~~Except as provided in this Section 13, this Lease shall terminate upon the expiration of the Term and may not be terminated early except for a pattern of repeated material breaches of this Lease by the City or the District or as otherwise permitted by this Lease.

- b. This Lease may be terminated by the City for any reason and at any time upon providing the District no less than 60 days' written notice of such termination. The City shall, within such 60 days, remove any buildings, equipment or other personal property from the Nursery Property at the City's sole cost and expense.
 - c. This Lease may be terminated by the District if, in the District's reasonable determination, the Nursery Property has not been, for a period of at least twelve (12) consecutive months, used by the City for the specific purposes described in this Lease. The District shall give the City no less than ~~sixty (60)~~ days' written notice of its intent to so terminate during which time the City shall remove any buildings, equipment or other personal property remaining on the Nursery Property ~~after which.~~ After termination, the District may remove and dispose ~~of any such items at its sole discretion and~~ at the City's ~~cost and~~ expense. ~~d. any items not previously removed by the City.~~
14. Assignment. The City may not sublet or assign all or any portion of its interest in this Lease. For purposes of this paragraph the short-term use of the Nursery Property by organizations or other persons under activity permits granted by the City shall not constitute a sublet or assignment. Notwithstanding the foregoing, the City may execute management/operations agreements with third parties for the operation and maintenance of the nursery, provided that such management agreements shall not release the City from its obligations under this Lease.
15. CONTRACTOR INSURANCE. The Park District and City shall cause each contractor employed by them for the purpose of conducting any work on the Nursery Property, to purchase and maintain commercial general liability insurance, workers' compensation and

employer's liability insurance, and automobile liability insurance in amounts and from companies mutually acceptable to the City and the Park District. When requested by either party, the Park District and City shall furnish copies of certificates of insurance evidencing coverage for each contractor. The Parties shall require each contractor employed by either the Park District or the City to name the other party as an additional insured on all required coverages.

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

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

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

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

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

17. Governing Law. This Lease is governed by and enforced in accordance with the internal laws of, but not the conflicts of laws rules of, the State of Illinois.
18. Entire Agreement. This Lease constitutes the entire agreement between the parties with respect to the lease of the Nursery Property, and this Lease supersedes every prior agreement and negotiation between the parties, whether written or oral, relating to the subject matter of this Lease.
19. Incorporation of Exhibits. Exhibits A through D attached to this Lease are incorporated into and made a part of this Lease by this reference.
20. Amendments and Modifications. No amendment or modification to this Lease will be effective unless and until it is reduced to writing and approved and executed by all parties to this Lease in accordance with all applicable statutory procedures.
21. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Lease by any person, firm, or corporation may be made, or be valid, against any of the Parties.
22. Force Majeure. Neither party shall be held in default under, or in noncompliance with, the provisions of the Lease, nor suffer any enforcement or penalty relating to noncompliance or default (including liquidated damages, termination, cancellation or revocation), where such noncompliance or alleged defaults occurred or were caused by "Force Majeure," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, or other event that is reasonably beyond the party's ability to anticipate or control. Non-compliance or default attributable to Force Majeure shall be corrected as soon as practicable. The party suffering the Force Majeure shall send notice as soon as reasonably practicable following the onset and conclusion of the Force Majeure.

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

CITY OF HIGHLAND PARK

PARK DISTRICT OF

Nancy Rotering, Mayor

Brian Kaplan, President

ATTEST:

ATTEST:

City Clerk

Secretary

~~June 27,~~July 22, 2018

EXHIBIT "A"

LEGAL DESCRIPTION AND DEPICTION OF THE NURSERY PROPERTY

EXHIBIT "B"

CONSERVATION EASEMENTS

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

EXHIBIT "C"

INSURANCE COVERAGES

A. Minimum Limits of Insurance

Each Party shall maintain limits no less than:

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

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. General Liability, Automobile Liability and Liquor Liability

- a. Each Party, its officers, officials, employees, and agents are to be covered as additional insureds on all coverages/policies of the other Party.
- b. Coverage shall state that each respective Parties' insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Acceptability of Insurers

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

F. Verification of Coverage

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

~~June 27,~~July 22, 2018

required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

4813-7950-5516, v. 1-6305-6236, v. 1
[#58966780_v2](#)

Document comparison by Workshare Compare on Monday, July 23, 2018 9:26:43 AM

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Total changes	28



Memorandum

To: Board of Park Commissioners

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

Date: September 17, 2018

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

RENOVATION PROGRESS

On Wednesday, August 15, 2018 The Park District of Highland Park received building occupancy for the Clubhouse at Sunset Valley Golf Club. On Friday, August 17, 2018 the newly renovated Sunset Valley Golf Club opened its doors for the “First on the Turf” Golf Outing. The course and clubhouse were both open to the public on Saturday, August 18.

All major construction at the Sunset Valley Clubhouse has been completed and only a small punch list remains. Punch list items include minor HVAC repairs, exterior light, concrete and fence repair, office door installation, and electrical panel labeling. The Park District is conducting weekly walk throughs with project management firm, WB Olson (WTO), and architect, Woodhouse-Tinucci Architects (WTA), to ensure the punch list is completed prior to final payouts. In addition to the Clubhouse, the parking lot, parking lot lights, cart-barn electricity, car charging stations, and landscaping projects have all been completed.

FINANCIAL REPORT

While considerable construction was completed in the month of July and only minor punch list items remain, there are a variety of change orders that were initiated in the final two weeks of construction. These change orders and the final pay application are currently being reviewed with WTA and WBO. The Park District will receive one more pay application from WB Olson and WTA in September. 10% of the Guaranteed Maximum Contract sum with WBO will be retained until all punch list items are completed. The project is anticipated to remain within budget.

<u>SVGC Clubhouse Renovation</u>	<u>Budget</u>	<u>Project YTD</u>	<u>Variance</u>
Total Hard Costs (GMP)	\$ 1,832,234	\$ 1,604,926	\$ (227,208)
Contingency	\$ 90,892	\$ 88,114	\$ (2,778)
Other Soft Costs	\$ 269,426	\$ 203,724	\$ (65,702)
<u>Total SVGC Clubhouse Renovation</u>	<u>\$ 2,192,552</u>	<u>\$ 1,896,764</u>	<u>\$ (295,788)</u>



To: Board of Park Commissioners

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

Date: September 17, 2018

Subject: Bills presented for the Board's review on September 17, 2018.
Checks written August 24, 2018 through September 12, 2018.

BILLS

<u>DATE</u>	<u>AMOUNT</u>
September 6, 2018	\$ 5,188.49
September 7, 2018	\$ 419,239.78
September 12, 2018	\$ 426,818.76
Void Payments	\$ -
Bank Drafts	\$ 85,759.57
P-Card	\$ 327,940.88
TOTAL	\$ 1,264,947.48

PAYROLL DISBURSEMENTS

TOTAL

GRAND TOTAL \$ 1,264,947.48



Park District of Highland Park, IL

Check Register

Packet: APPKT01719 - 09062018 3 HPCC

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP-AP BANK						
17055	COMED*	09/06/2018	Regular	0.00	575.05	182118
<u>0203254004 081</u>	Invoice	08/14/2018	Golf Learning 07/16/18-08/14/18	0.00	575.05	
17460	CONSTELLATION NEW ENERGY INC*	09/06/2018	Regular	0.00	4,400.14	182119
<u>12583526001</u>	Invoice	07/30/2018	1201 Park Ave W 06/26/18-07/24/18	0.00	4,400.14	
17461	OFFICE DEPOT*	09/06/2018	Regular	0.00	63.30	182120
<u>976271661001</u>	Invoice	11/01/2017	29-76 Office Supplies	0.00	63.30	
17074	THE OFFICE OF THE STATE FIRE MAI	09/06/2018	Regular	0.00	150.00	182121
<u>9591676</u>	Invoice	03/15/2018	29-76 Boiler Inspection/Certificate fee	0.00	50.00	
<u>9599728</u>	Invoice	08/09/2018	29-76 Boiler Insprction/Certificate fee	0.00	100.00	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	5	4	0.00	5,188.49
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<u>5</u>	<u>4</u>	<u>0.00</u>	<u>5,188.49</u>



Park District of Highland Park, IL

Check Register

Packet: APPKT01721 - 20180907 2

By Check Number

Vendor Number Payable #	Vendor DBA Name Payable Type	Payment Date Payable Date	Payment Type Payable Description	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
Bank Code: AP-AP BANK						
10006 <u>082218</u>	3301-NCPERS - IL IMRF Invoice	09/07/2018 08/22/2018	Regular NCPERS Group Life Insurance	0.00 0.00	32.00 32.00	182122
15147 <u>227619</u>	ABC PRINTING COMPANY Invoice	09/07/2018 08/20/2018	Regular 29-42 500 2018 Golf Guides	0.00 0.00	818.91 818.91	182123
16396 <u>AEI 0304907</u> <u>AEI 0305819</u> <u>AEI 0306089</u>	ACRES GROUP Invoice Invoice Invoice	09/07/2018 07/24/2018 07/31/2018 07/31/2018	Regular June 2018 Lawn Maintenance July 2018 Lawn Maintenance July 2018 Lawn Maintenance	0.00 0.00 0.00	17,963.37 832.00 4,852.00 12,279.37	182124
10055 <u>1087849</u>	AEREX PEST CONTROL Invoice	09/07/2018 08/15/2018	Regular 29-61 Service - August 2018	0.00 0.00	65.00 65.00	182125
10185 <u>20181028</u>	AQUATIC ECOSYSTEMS MANAGEMEN Invoice	09/07/2018 08/10/2018	Regular 70-11 4 Aeration system instalis	0.00 0.00	16,986.00 16,986.00	182126
17472 <u>588169</u>	BERNARD HARRIS Invoice	09/07/2018 08/31/2018	Regular Refund	0.00 0.00	8.63 8.63	182127
16458 <u>583830</u>	BETH RICHTER Invoice	09/07/2018 08/27/2018	Regular Refund	0.00 0.00	50.00 50.00	182128
16940 <u>08292018</u>	BRIAN EDMONSON invoice	09/07/2018 08/29/2018	Regular Refund	0.00 0.00	30.60 30.60	182129
17353 <u>583728</u>	CARLY KELLER Invoice	09/07/2018 08/27/2018	Regular Refund	0.00 0.00	43.20 43.20	182130
10420 <u>6893241R</u> <u>6932231</u> <u>6964351</u> <u>6964351 Cr</u> <u>6996411</u>	CENTERPOINT ENERGY SERVICES, IN Credit Memo Invoice Invoice Credit Memo Invoice	09/07/2018 06/29/2018 06/29/2018 07/30/2018 07/30/2018 08/28/2018	Regular 04/01/18-04/30/18 Billing Adjustment 04/01/18-04/30/18 Billing Revised Invoic 06/01/18-06/30/18 04/01/18-04/31/18 Credit balance 07/01/18-07/31/18	0.00 0.00 0.00 0.00 0.00	10,528.49 -6,475.52 6,405.52 6,032.87 -70.00 4,635.62	182131
17471 <u>584809</u> <u>584809-1</u>	CHANDRA ANTONATOS Invoice Invoice	09/07/2018 08/28/2018 08/28/2018	Regular Refund Refund	0.00 0.00 0.00	70.00 22.40 47.60	182132
10446 <u>594</u> <u>610</u>	CHICAGO DIST GOLF ASSOC Invoice Invoice	09/07/2018 08/01/2018 09/01/2018	Regular 29-42 Full-page Ad 29-42 Advertisement	0.00 0.00 0.00	7,490.00 5,490.00 2,000.00	182133
15873 <u>591176</u>	CHRISTINE ZEIFERT Invoice	09/07/2018 09/04/2018	Regular Refund	0.00 0.00	15.20 15.20	182134
10537 <u>1814767015 082</u> <u>7261044014 082</u>	COMED Invoice Invoice	09/07/2018 08/21/2018 08/22/2018	Regular Egandale Sec Light at Boat Beach,Cuniff 7 1240 Fredrickson 07/25/18-08/22/18	0.00 0.00 0.00	1,124.90 57.31 1,067.59	182135
15142 <u>12683526001</u>	CONSTELLATION NEWENERGY INC Invoice	09/07/2018 07/30/2018	Regular 1201 Park Ave W 06/26/18-07/24/18	0.00 0.00	4,400.15 4,400.15	182136
16142 <u>12293891501</u> <u>12293891501 08</u> <u>12293891501 08</u>	CONSTELLATION NEWENERGY INC Invoice Invoice Invoice	09/07/2018 08/20/2018 08/20/2018 08/20/2018	Regular April-May 2018 May-June 2018 June-July 2018	0.00 0.00 0.00 0.00	23,463.86 652.59 408.61 14,846.01	182137

Check Register

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
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<u>12293891501 82</u>	Invoice	08/20/2018	July-August 2018	0.00	7,556.65	
17480	GOLF CHICAGO	09/07/2018	Regular	0.00	2,790.00	182138
<u>2018-506</u>	Invoice	08/16/2018	29-42 Print Ad	0.00	2,790.00	
17195	DAVID KAPLAN	09/07/2018	Regular	0.00	16.17	182139
<u>591227</u>	Invoice	09/04/2018	Refund	0.00	16.17	
17477	DEBBIE SMITH	09/07/2018	Regular	0.00	6.40	182140
<u>591224</u>	Invoice	09/04/2018	Refund	0.00	6.40	
17476	ELIJAH HANDELSMAN	09/07/2018	Regular	0.00	6.25	182141
<u>591207</u>	Invoice	09/04/2018	Refund	0.00	6.25	
16075	EVAN KANE	09/07/2018	Regular	0.00	252.50	182142
<u>PDHP20180818</u>	Invoice	08/18/2018	01-22 Beach,Pool,Driving Range,Mini-Gol	0.00	252.50	
10957	GARY MANN	09/07/2018	Regular	0.00	226.00	182143
<u>080318</u>	Invoice	08/03/2018	325 Stuffed animal prizes reimbursed	0.00	226.00	
17473	GLENCOE JUNIOR KINDERGARTEN	09/07/2018	Regular	0.00	100.00	182144
<u>587857</u>	Invoice	08/31/2018	Refund	0.00	100.00	
17478	GUY STEINBERG	09/07/2018	Regular	0.00	14.98	182145
<u>592758</u>	Invoice	09/05/2018	Refund	0.00	14.98	
17474	HALF DAY BREWING COMPANY	09/07/2018	Regular	0.00	300.00	182146
<u>08162018</u>	Invoice	08/16/2018	805 08/16/18 Event	0.00	300.00	
15888	HEARTLAND BUSINESS SYSTEMS LLC	09/07/2018	Regular	0.00	42,000.01	182147
<u>265507-H</u>	Invoice	06/07/2018	1 year warranty	0.00	21,244.37	
<u>273725-H</u>	Invoice	08/10/2018	Maginfo license	0.00	4,601.16	
<u>273726-H</u>	Invoice	08/10/2018	Switch	0.00	14,955.10	
<u>275243-H</u>	Invoice	08/14/2018	Power supply for switch	0.00	1,199.38	
11170	IL FORNO PIZZA	09/07/2018	Regular	0.00	20.00	182148
<u>070418</u>	Invoice	07/04/2018	823 07/04/18 meal ticket reimbursement	0.00	20.00	
11189	ILLINOIS GIRLS LACROSSE ASSOC.	09/07/2018	Regular	0.00	262.00	182149
<u>1079</u>	Invoice	08/17/2018	165 2018 Summer Camp	0.00	262.00	
11192	ILLINOIS PUMP, INC.	09/07/2018	Regular	0.00	14,486.00	182150
<u>S-11833</u>	Invoice	07/18/2018	70-11 Pump project - WRC	0.00	14,486.00	
11194	ILLINOIS SHOTOKAN KARATE CLUBS	09/07/2018	Regular	0.00	900.00	182151
<u>1002</u>	Invoice	08/23/2018	320 Summer camp fee	0.00	900.00	
11427	K H KIM TAEKWONDO	09/07/2018	Regular	0.00	2,695.55	182152
<u>080818</u>	Invoice	08/08/2018	417 2018 Summer class fee	0.00	2,695.55	
17468	KATHERINE LICUP	09/07/2018	Regular	0.00	74.80	182153
<u>584782</u>	Invoice	08/28/2018	Refund	0.00	74.80	
17475	KEITH HOLZMUELLER	09/07/2018	Regular	0.00	15.00	182154
<u>591190</u>	Invoice	09/04/2018	Refund	0.00	15.00	
12886	LA CASA DE ISAAC	09/07/2018	Regular	0.00	42.00	182155
<u>070418</u>	Invoice	07/04/2018	823 07/04/18 meal ticket reimbursement	0.00	42.00	
11609	LIONS CLUB OF H.P. & HIGHWOOD	09/07/2018	Regular	0.00	32.00	182156
<u>070418</u>	Invoice	07/04/2018	823 07/04/18 meal ticket reimbursement	0.00	32.00	
16589	LISA LEW	09/07/2018	Regular	0.00	70.30	182157
<u>583998</u>	Invoice	08/27/2018	Refund	0.00	70.30	
11620	LIZA MCELROY	09/07/2018	Regular	0.00	157.25	182158

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>083118</u>	Invoice	08/31/2018	01-11 Repairs reimbursed	0.00	157.25	
17341	LORI KAY PADEN	09/07/2018	Regular	0.00	1,255.00	182159
<u>200</u>	Invoice	08/27/2018	FC Trainings	0.00	1,255.00	
17467	LUCAS LANTZY	09/07/2018	Regular	0.00	18.09	182160
<u>584778</u>	Invoice	08/28/2018	Refund	0.00	18.09	
11650	MAD SCIENCE OF NORTHERN ILL.	09/07/2018	Regular	0.00	1,890.00	182161
<u>12641</u>	Invoice	08/16/2018	320 Jr/Sr Crew camp class fees	0.00	1,890.00	
16875	MARIANA HENRIQUES - PETTY CASH	09/07/2018	Regular	0.00	127.94	182162
<u>083018</u>	Invoice	08/30/2018	Petty cash reimbursed	0.00	127.94	
17466	MARK STANWOOD	09/07/2018	Regular	0.00	8.56	182163
<u>584752</u>	Invoice	08/28/2018	Refund	0.00	8.56	
16647	MELISSA COOK	09/07/2018	Regular	0.00	450.00	182164
<u>090618</u>	Invoice	09/06/2018	190 Softball league winnings	0.00	450.00	
16709	MG MECHANICAL SERVICE	09/07/2018	Regular	0.00	32,250.00	182165
<u>60253</u>	Invoice	08/07/2018	70-11 4 Furnace and A/C installs	0.00	32,250.00	
16928	E-QUANTUM CONSULTING, LLC	09/07/2018	Regular	0.00	165.00	182166
<u>4732</u>	Invoice	09/01/2018	01-11 Natural Gas Consulting Services	0.00	165.00	
11797	MIDCO	09/07/2018	Regular	0.00	390.00	182167
<u>326039</u>	Invoice	06/12/2018	01-11 Work Order Announcement messa	0.00	390.00	
11901	NELS J JOHNSON TREE EXPERT INC	09/07/2018	Regular	0.00	10,522.50	182168
<u>123059</u>	Invoice	08/10/2018	70-11 Teams course tree removals	0.00	6,887.50	
<u>123060</u>	Invoice	08/10/2018	70-11 Hazard tree removals	0.00	3,635.00	
11998	PARK DISTRICT RISK MGMT AGCY	09/07/2018	Regular	0.00	30,537.26	182169
<u>0818133</u>	Invoice	08/31/2018	Property/Liability/Workers Comp/Emp	0.00	30,537.26	
11998	PARK DISTRICT RISK MGMT AGCY	09/07/2018	Regular	0.00	2,040.92	182170
<u>090118</u>	Invoice	09/01/2018	Health Invoice	0.00	2,040.92	
11998	PARK DISTRICT RISK MGMT AGCY	09/07/2018	Regular	0.00	152,742.55	182171
<u>0818133H</u>	Invoice	08/31/2018	Health Invoice	0.00	152,742.55	
15146	PETER E HERNANDEZ	09/07/2018	Regular	0.00	251.25	182172
<u>0816180034</u>	Invoice	08/16/2018	01-22 08/16/18 photo shoot	0.00	251.25	
16993	POLSINELLI PC	09/07/2018	Regular	0.00	392.00	182173
<u>1562430</u>	Invoice	08/21/2018	Professional Services	0.00	392.00	
17464	PRATIXA PATEL	09/07/2018	Regular	0.00	30.60	182174
<u>583995</u>	Invoice	08/27/2018	Refund	0.00	30.60	
17295	RMC MECANICAL	09/07/2018	Regular	0.00	16,325.00	182175
<u>512067830</u>	Invoice	08/21/2018	70-11 WRC Cooling/heating replacement	0.00	16,325.00	
12264	ROTARY CLUB OF HIGHLAND PARK	09/07/2018	Regular	0.00	160.00	182176
<u>7970</u>	Invoice	07/01/2018	Qtrly dues	0.00	160.00	
12307	SANTUCCI PLUMBING INC	09/07/2018	Regular	0.00	2,815.00	182177
<u>29010</u>	Invoice	08/10/2018	36 RPZ testings	0.00	2,815.00	
17462	SHAYNA HOLTZMAN	09/07/2018	Regular	0.00	50.00	182178
<u>583681</u>	Invoice	08/27/2018	Refund	0.00	50.00	
16539	SHRUTI PAREKH	09/07/2018	Regular	0.00	25.93	182179
<u>591225</u>	Invoice	09/04/2018	Refund	0.00	25.93	
17465	SONYA COHEN	09/07/2018	Regular	0.00	18.40	182180

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>584747</u>	Invoice	08/28/2018	Refund	0.00	18.40	
17469	STACY MORRIS	09/07/2018	Regular	0.00	9.90	182181
<u>584786</u>	Invoice	08/28/2018	Refund	0.00	9.90	
17470	STEFANIE STEIN	09/07/2018	Regular	0.00	32.08	182182
<u>584797</u>	Invoice	08/28/2018	Refund	0.00	32.08	
17463	SUZANNE KENZER	09/07/2018	Regular	0.00	25.58	182183
<u>583739</u>	Invoice	08/27/2018	Refund	0.00	25.58	
12551	THE BRAVE WAY, LLC	09/07/2018	Regular	0.00	80.60	182184
<u>180818-01</u>	Invoice	08/18/2018	557 08/18/18 Class Instructor fee	0.00	80.60	
12440	THE OFFICE OF THE STATE FIRE MAI	09/07/2018	Regular	0.00	50.00	182185
<u>9591676</u>	Invoice	03/15/2018	29-49 Watertube Inspection and Certifica	0.00	50.00	
12440	THE OFFICE OF THE STATE FIRE MAI	09/07/2018	Regular	0.00	100.00	182186
<u>9599728</u>	Invoice	08/09/2018	29-49 Boiler inspection and Certificate fe	0.00	100.00	
12664	TYCO INTEGRATED SECURITY LLC	09/07/2018	Regular	0.00	18,680.16	182187
<u>30560373</u>	Invoice	05/01/2018	70-11 Security cameras installed	0.00	18,680.16	
12703	UNITED WAY OF METRO CHICAGO	09/07/2018	Regular	0.00	51.00	182188
<u>083018</u>	Invoice	08/30/2018	United Way	0.00	51.00	
17301	WILSON SPORTING GOODS	09/07/2018	Regular	0.00	186.94	182189
<u>4525839218</u>	Invoice	08/23/2018	29-55 Overgrips, racquets	0.00	186.94	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	84	68	0.00	419,239.78
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<u>84</u>	<u>68</u>	<u>0.00</u>	<u>419,239.78</u>



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						
10034	ABSOLUTE HOME IMPROVEMENTS I	09/12/2018	Regular	0.00	58,665.00	182190
<u>182724</u>	Invoice	08/12/2018	70-11 2018 SVGC Landscaping	0.00	58,665.00	
10034	ABSOLUTE HOME IMPROVEMENTS I	09/12/2018	Regular	0.00	39,160.00	182191
<u>1 082518</u>	Invoice	08/25/2018	70-11 SVGC Building concrete pad,pavers	0.00	13,851.00	
<u>2 082718</u>	Invoice	08/27/2018	29-41 Remove trees,mulch,planting,retal	0.00	9,942.00	
<u>3 082718</u>	Invoice	08/27/2018	70-11 Install plants/annuals	0.00	12,867.00	
<u>4 082518</u>	Invoice	08/25/2018	70-11 Chainlink fence install,topsoil,seedi	0.00	2,500.00	
16344	PARKS FOUNDATION OF HIGHLAND	09/12/2018	Regular	0.00	4,371.00	182192
<u>091118</u>	Invoice	09/11/2018	01-11 Firecracker SK Revenue	0.00	4,371.00	
12732	W.B. OLSON, INC.	09/12/2018	Regular	0.00	305,140.00	182193
<u>589 5</u>	Invoice	08/07/2018	70-11 Sunset Valley Golf Club	0.00	305,140.00	
10650	WOODHOUSE TINUCCI ARCHITECTS	09/12/2018	Regular	0.00	19,482.76	182194
<u>114582</u>	Invoice	07/16/2018	70-11 Golf Clubhouse	0.00	4,560.00	
<u>114583</u>	Invoice	07/16/2018	70-11 Golf Clubhouse	0.00	422.76	
<u>12-4599</u>	Invoice	08/30/2018	70-11 Golf Clubhouse	0.00	5,000.00	
<u>12-4600</u>	Invoice	08/30/2018	70-11 Golf Clubhouse Cart Barn Parking L	0.00	9,500.00	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	11	5	0.00	426,818.76
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
	11	5	0.00	426,818.76



Park District of Highland Park, IL

Check Register

Packet: APPKT01718 - 09062018 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						
10058	AFLAC	08/31/2018	Bank Draft	0.00	2,006.16	DFT0001875
<u>AFLAC 083118</u>	Invoice	08/31/2018	AFLAC 08/31/18	0.00	2,006.16	
11161	ICMA RETIREMENT TRUST #302037	08/31/2018	Bank Draft	0.00	7,227.70	DFT0001876
<u>ICMA 457 08311</u>	Invoice	08/31/2018	Wire Transfer ICMA 457 Deferred Comp	0.00	7,227.70	
12825	ICMA RETIREMENT TRUST #705568	08/31/2018	Bank Draft	0.00	325.00	DFT0001877
<u>ICMA Roth 08311</u>	Invoice	08/31/2018	Wire Transfer ICMA Roth	0.00	325.00	

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	9,558.86
EFT's	0	0	0.00	0.00
	3	3	0.00	9,558.86



Park District of Highland Park, IL

Check Register

Packet: APPKT01724 - 09122018 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	09/12/2018	Bank Draft	0.00	76,200.71	DFT0001878
<u>IMRF August 201</u>	Invoice	09/10/2018	IMRF 09/10/18	0.00	76,200.71	

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	76,200.71
EFT's	0	0	0.00	0.00
	1	1	0.00	76,200.71



Park District of Highland Park, IL

Check Register

Packet: APPKT01713 - 20180830 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	
10313	BOA P-CARD STATEMENTS	08/07/2018	Bank Draft	0.00	327,940.88	DFT0001869
<u>080718</u>	Invoice	08/07/2018	P-Card with PA	0.00	327,940.88	

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	327,940.88
EFT's	0	0	0.00	0.00
	<u>1</u>	<u>1</u>	<u>0.00</u>	<u>327,940.88</u>

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

Vendor Name	Transaction Count	Amount Total
2XL CORP/CARE-GYMWIPES	1	\$840.00
4IMPRINT	3	\$1,499.17
802 - BOWLERO - EC - B	1	\$123.97
845 - BRUNSWICK ZONE -	6	\$481.37
9640 AMC ONLINE	1	\$70.80
ABC BUSINESS FORMS INC	1	\$54.12
ACT ILHF prod INTERNET	1	\$15.61
ACT Mundelein Parks	2	\$332.00
ACUSHNET COMPANY	1	\$764.34
AIR COMFORT CORPORATIO	2	\$3,542.00
AMAZON DIGITAL SVCS AM	1	\$6.45
AMAZON MKTPLACE PMTS	9	\$1,274.30
AMAZON MKTPLACE PMTS W	11	\$1,345.98
AMAZON VIDEO ON DEMAND	1	\$2.99
AMAZON.COM AMZN.COM/BI	10	\$2,074.58
AMC HAWTHORN 12 #0134	2	\$218.96
AMC NORTHBROOK 14 #082	2	\$290.97
AMC VILLAGE CR 18 #687	4	\$1,293.74
AMERICAN CHAIRS, INC.	1	\$291.11
AMERICAS ACTION TERRIT	2	\$1,659.20
AMZN Mktp US	5	\$342.51
AMZN MKTP US AMZN.COM/	4	\$377.67
AQUAVISIONS	2	\$325.22
ARC SERVICES/TRAINING	2	\$180.00
ARTTOFRAMES INC	1	\$67.13
Associated Electrical	1	\$10,100.00
AT&T PREMIER EBIL	1	\$1,438.68
ATT BUS PHONE PMT	3	\$2,186.71
AUTOMATIC ICEMAKERS	1	\$300.00
AVALON PETROLEUM	1	\$6,292.20
BACKYARD GRILL	1	\$320.00
BAG BOY COMPANY LLC	1	\$2,282.00
BANNER PLUMBING SUPPLY	3	\$185.58
BEST BUY MHT 00008490	1	\$79.99
BEST BUY MHT 00011650	1	\$22.47
BEST WESTERN DODGEVILL	1	\$382.77
BHFX #10	2	\$95.00
BLS SPAMTITAN	1	\$180.00
BP#5759006TURNER'S QPS	1	\$107.38
BP#6250104INTERSTATQPS	1	\$50.08
BP#6295000RED PINE QPS	1	\$100.00
BP#6295000RED PINE QPS	4	\$94.15
BP#8556532GATEWAY BQPS	1	\$100.00
BP#8975070SKOKIE BPQPS	1	\$16.01
BURRIS EQUIPMENT CO	4	\$2,204.17
CARDIAC LIFE PRODUCTS	1	\$1,017.35
CASTAWAYS BAR & GRILL	1	\$2.51
CAVE OF THE MOUNDS INC	1	\$132.00
CERAMIC SUPPLY CHICAGO	2	\$722.70
CHICAGO PADDLE COMPANY	1	\$735.00
CHICAGO SHAKESPEARE TH	1	\$68.00

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

CHICAGO SKY	2	\$86.00
CHUCK E CHEESE 342	1	\$199.34
CITY OF HIGHLAND PARK	2	\$21,700.45
CITY OF HIGHLAND PARK	2	\$367.00
CLIFFORD WALD AND COMP	1	\$180.00
COMCAST	1	\$11,670.79
COMCAST CHICAGO	1	\$144.85
COMCAST CHICAGO CS 1X	8	\$1,681.53
COMPLIANCE SIGNS COM	1	\$412.16
CONTAINER STORE NORTH BRO	2	\$49.79
CRAFTWOOD LUMBER & HAR	53	\$1,118.17
CRAIGSLIST.ORG	3	\$135.00
CROWN TROPHY	1	\$452.50
CRUTCHFIELD.COM	1	\$1,084.97
CVS/PHARMACY #04787	5	\$307.59
CVS/PHARMACY #05960	2	\$26.49
CYGANY INC	1	\$570.00
DAVE & BUSTERS #76	3	\$2,897.12
DAVEBUSTERS	1	\$116.94
DEERFIELD AUTO AND TIR	1	\$281.60
DEERPATH GOLF COURSE (1	\$5.48
DIGILOCK	3	\$338.61
DIRECT FITNESS SOLUTIO	1	\$2,391.89
DISCOUNTMUGS.COM	2	\$904.47
DLX FOR BUSINESS	1	\$40.58
DNR GOVERNOR DODGE	1	\$48.00
DNR KOHLER ANDRAE ST P	1	\$35.00
DOG WASTE DEPOT	1	\$149.97
DOLLAR GENERAL #19102	1	\$25.50
DOLLAR TREE	5	\$111.00
DOMESTIC UNIFORM IL	1	\$177.00
DOMINO'S 2765	2	\$60.76
DROP ZONE	1	\$135.00
DROPBOX S3K337TJZZL	1	\$9.99
DTV DIRECTV SERVICE	2	\$452.95
DUNBAR ARMORED	1	\$1,888.78
DUNKIN #352356	2	\$131.94
DUNKIN #352991	1	\$16.98
DUNLOP SPORTS	1	\$972.00
EAGLE CAVE RESORT	1	\$1,105.00
EDIBLE ARRANGEMENTS 14	1	\$53.99
EINSTEIN BROS BAGELS11	1	\$29.99
ELEPHANT STOCK	1	\$139.12
EMERGENCY MEDICAL PROD	2	\$266.47
EMPIRE COOLER SERVICE	1	\$300.00
ESSCOE, LLC	1	\$467.94
EXTENDEDSTAY #9651	1	\$83.62
EXXONMOBIL 97473045	1	\$20.00
FACEBK 9LWLF25D2	1	\$255.63
FACEBK ALWLF25D2	1	\$82.44
FACEBK P8SGUFJQ62	1	\$15.83
FACTORY CLEANING EQUIP	1	\$962.78

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

FEDEX 388225248	1	\$25.15
FEDEX 388341719	1	\$20.62
FEDEX 388693741	1	\$20.62
FEDEX 389706550	1	\$20.53
FISH TECH	2	\$20.67
FOX VALLEY FIRE AND SA	3	\$1,891.00
FRIENDS OF GOVERNOR DO	1	\$40.00
FROST GELATO HIGHLAND	1	\$320.00
G&O THERMAL SUPPLY CO	2	\$158.26
GARDNER 8005216535	1	\$12.20
GCI MUSICIAN'S FRIEND	1	\$9.99
GIGSALAD	1	\$419.00
GIH GLOBALINDUSTRIALEQ	1	\$162.81
GLOBAL SPECIALTIES DIR	1	\$160.00
GOLF CENTER	2	\$164.00
GOOGLE GSUITE_pdhp.or	1	\$4.16
GRAINGER	4	\$1,092.67
GRAPHIC MARKING SYSTEM	1	\$120.43
GROWER EQUIPMENT & SUP	1	\$311.20
GUITAR CENTER #337	1	\$56.98
HALFMOON EDUCATION	1	\$279.00
HALL SIGNS INC	1	\$54.03
HARRELLS LLC	11	\$15,313.09
HEY AND ASSOCIATES	1	\$46,050.00
HIGHLAND PARK FORD LIN	1	\$1,553.94
HORNUNG S GOLF PRODS	3	\$2,239.76
HOUSTON PROTECTION & I	1	\$1,041.25
HP CHAMBER OF COMMERCE	1	\$295.00
IDLEWOOD ELECTRIC SUPP	7	\$430.37
IL TOLLWAY-WEB	1	\$100.00
ILIPRA.ORG	1	\$165.00
ILLINOIS BASSET COURSE	1	\$13.99
IMPERIAL SURVEILLANCE,	3	\$8,490.00
INT IN IRELAND HEATIN	2	\$255.00
INT IN MEADOWRIDGE, I	1	\$2,411.25
INT IN NATIONAL DRUG	1	\$42.00
INT IN SOUND OF MUSIC	1	\$860.28
INT IN TGF FORESTRY &	1	\$1,969.50
INTERNATIONAL TRANSACTION	3	\$4.96
INTUIT IN BEANSTALK	1	\$13.98
IPRA	2	\$2,691.00
J2 EFAX SERVICES	1	\$33.90
JENSENS PLUMBING & HEA	1	\$1,129.00
JEWEL-OSCO	54	\$3,036.66
JEWEL-OSCO # 3475	1	\$22.10
JIMMY JOHNS - 488	2	\$178.68
JIMMY JOHNS # 533 - E	1	\$169.91
JOANN STORES #2113	1	\$58.43
JOHNSON OUTDOORS-BINGH	1	\$34.38
JOHNSTONE SUPPLY OF VH	5	\$404.87
JORSON AND CARLSON COM	1	\$70.02
JUDY'S PIZZERIA	1	\$272.50

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

JUKE BOX PRINT	1	\$161.94
K & M PRINTING	2	\$370.00
KD KANOPY	1	\$1,796.83
KEGWORKS	1	\$1,230.71
KEYTH TECHNOLOGIES	2	\$9.00
KIWANIS CONCESSION STA	1	\$10.00
KWIK TRIP 13900001396	1	\$34.01
KWIK TRIP 34000003400	1	\$20.20
LA CASA DE ISAAC/MOISH	1	\$83.01
LAKE CTY BLDG & ENGR	1	\$266.00
LAKE GENEVA CANOPY TOU	1	\$646.95
LAKESHORE IT SOLUTIONS	2	\$3,193.46
LAKESHORE RECYCLING SY	9	\$2,505.60
LIFE FITNESS	1	\$155.00
LIFEGUARD STORE - ONLI	2	\$269.25
LIGHTSABER PROMOTIONS,	1	\$457.00
LINKSOUL	1	\$1,206.69
LITTLE TOMMY S PLUMBIN	2	\$4,671.00
LOGMEIN Central	1	\$7,500.00
LOGMEIN JoinMe	1	\$239.88
LOWES #02728	1	\$299.99
MAILCHIMP MONTHLY	1	\$240.00
MARCOS NORTHSIDE GRILL	1	\$24.47
MARIANOS #501	1	\$8.15
MARIANOS #524	1	\$62.08
MARIANOS #533	1	\$10.00
MARIANOS #542	9	\$570.32
MARK VEND CO.	3	\$499.08
MASTER CLEANERS	1	\$20.00
MCDONALD'S F33824	1	\$178.99
MCDONALD'S F5870	2	\$10.27
MEIJER #228 Q01	1	\$23.07
MEIJER STORE #281	2	\$26.20
MENARDS 3327	1	\$83.92
MENONI AND MOCOJNI	17	\$3,503.80
METAVANTE-TDS CONV FEE	2	\$3.90
MICHAELS STORES 2037	6	\$357.14
MICHAELS STORES 3849	1	\$203.81
MICHAELS STORES 5018	1	\$11.98
MIDWEST GROUNDCOVERS L	2	\$8,548.70
MILWAUKEE BREWERS BOX	1	\$260.00
MIRROR LAKE RENTAL	1	\$353.43
MOBILE MINI	1	\$1,148.00
Mobile Room Escape	2	\$475.00
MUSKEGON WINTERSPOR	1	\$300.00
MUTUAL ACE HARDWARE	1	\$36.98
MUTUAL ACE HARDWARE &	29	\$1,698.88
NAPA AUTO PARTS	44	\$3,250.66
NATIONAL PEN CO LLC	1	\$1,569.90
NATIONAL RECREATION &	1	\$550.00
NBF NATL BIZ FURNITURE	1	\$1,982.00
NELS J JOHNSON TREE EX	1	\$1,340.00

P-Card Transactions
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NICHOL KNOLL GOLF CLUB	2	\$145.00
NIKEGOLF	3	\$2,433.93
NORTH AVENUE BEACH NEW	2	\$9.00
NORTHSHORE PHYSICIAN	2	\$1,608.00
ODYSSEY FUN WORLD	2	\$874.75
OFFICESUPPLY.COM	5	\$1,196.69
ORIGINAL WISCONSIN	1	\$121.81
OTC BRANDS, INC.	1	\$79.88
P & W GOLF SUPPLY LLC	1	\$238.58
PALOS SPORTS	4	\$1,163.35
PAPA JOHN'S #4792	4	\$282.62
PARK DISTRICT OF HIGHL	1	\$1.00
PARTY CITY	3	\$79.83
PARTY CITY 168	2	\$14.94
PAYPAL ANCA	1	\$80.00
PAYPAL FOXVALLEYFI	1	\$2,379.60
PAYPAL SIXFLAGSENT	1	\$1,648.49
PELLA CHICAGO	1	\$202.68
PERSONALIZATION MALL	1	\$401.35
PETCO 1941 63519417	2	\$33.21
PETRA 1	1	\$692.20
PICMONKEY LLC	1	\$47.88
PIEROS PIZZA - MOTO	6	\$1,875.25
PILOT 00003244	1	\$25.00
PITMAN	1	\$228.70
PLAYGROUND GAMES	1	\$1,740.00
POS REMARKETING GROUP	1	\$520.00
POTBELLY #42	1	\$310.00
PP JENSEN ENT.	1	\$750.00
PP TWOR	2	\$600.00
PRO TOWING INC	1	\$125.00
QUICKSCORES COM	1	\$150.00
READY CARE-PURE FIJI	3	\$399.80
READYREFRESH BY NESTLE	2	\$532.05
REINDERS - SUSSEX AR	1	\$222.20
REINDERS - SUSSEX CS	4	\$1,545.70
REJUVENATION - 5876	1	\$445.91
RELIANCE FOUNDRY CO LT	1	\$237.00
RELY MEDIA	1	\$910.00
RINK SIDE SPORTS & FAM	1	\$359.80
RIVER TRAILS PARK DIST	1	\$372.00
ROSATIS PIZZA - BANNOC	3	\$395.99
RWD WORX YARD TOOLS	1	\$37.99
SAFARI LAND	2	\$450.00
SAMS CLUB #6228	1	\$124.62
SAMS CLUB #8184	3	\$37.18
SANTO SPORT STORE	11	\$2,046.61
SARAHS PONY RIDES INC	1	\$900.00
SCREENCAST-O-MATIC.COM	1	\$115.00
SERVICE SANITATION	1	\$485.00
SHELL OIL 57444115208	1	\$54.98
SHERWIN WILLIAMS 70342	1	\$146.13

P-Card Transactions
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SITEONE LANDSCAPE S	1	\$7,107.33
SITEONE LANDSCAPE SUPP	2	\$1,670.76
SIX FLAGS GREAT AMERIC	4	\$3,632.30
SIX FLAGS GREAT AMERIC	3	\$70.22
SLE EQUIPMENT	1	\$100.49
SMITHEREEN PEST MANAGE	4	\$226.00
SN GLENVIEW YOUTH BA	1	\$1,900.00
SOUP TO NUTS INC	1	\$160.34
SP LINKSOUL	2	(\$8.95)
SP PERSONAL DOORMATS	1	\$612.36
SPORTSMAN COUNTRY CLUB	2	\$150.99
SPRING GROVE NURSERY	1	\$1,680.00
SQ SQ CHICAGO SU	2	\$2,303.00
SQ SQ WEST ROCK	1	\$420.00
STA KLEEN	1	\$425.00
STAPLES 00116616	3	\$58.54
STARBUCKS STORE 02543	1	\$30.00
STARBUCKS STORE 17751	1	\$20.00
SUNSET FOODS #1	10	\$398.19
SUNSET FOODS #4	1	\$20.24
SUNSET VALLEY GOLF COU	4	\$0.00
SWANK MOTION PICTURES	1	\$350.00
T C FURLONG INC	1	\$48.00
TARGET 00007534	1	\$24.12
TARGET 00011676	1	\$75.25
TARGET 00011684	17	\$593.52
TARGET 00013854	1	\$39.14
TARGET 00028605	2	\$39.44
TDS PAYMENT	2	\$1,236.96
TEAMSNAP	1	\$9.99
TEC 101	1	\$570.42
TEE-SIGNS.COM	1	\$408.00
TERRA SOUNDS	1	\$550.00
THE HOME DEPOT #1926	24	\$1,208.56
THE WEBSTAIRANT STORE	4	\$624.59
THORNTONS #0312	4	\$198.52
TICKETS CHICAGO DOGS	1	\$160.00
TONY'S FRESH MARKE	1	\$114.47
TRADER JOE'S #682 QPS	2	\$57.39
TRIBUNE PUBLISHING COM	1	\$21.89
TURF VENTURES	7	\$6,835.27
TYCOINTEGRATEDSECURITY	4	\$2,021.05
ULTIMATE NINJAS LIBERT	1	\$670.00
UNDERWATER SAFARIS	2	\$750.00
USPS PO 1620160015	1	\$6.91
VERIZON ONETIMEPAYMENT	2	\$566.48
VERMONT SYSTEMS INC	1	\$75.00
VERTICAL ENDEAVORS-GLE	1	\$592.00
WALGREENS #0039	1	\$22.04
WALGREENS #1438	1	\$120.00
WALGREENS #3273	2	\$9.83
WALGREENS #5045	1	\$6.45

P-Card Transactions
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WALGREENS #5428	2	\$44.63
WAL-MART #1228	1	\$194.88
WAL-MART #1276	1	\$37.75
WAL-MART #1396	1	\$97.75
WAL-MART #1668	3	\$63.79
WAL-MART #3505	1	\$36.41
WAL-MART #3725	1	\$100.17
WAL-MART #3893	1	\$74.80
WALMART.COM	1	\$79.96
WAREHOUSE DIRECT	29	\$5,538.77
WAYFAIR WAYFAIR	3	\$826.94
WEB NETWORKSOLUTIONS	1	\$11.98
WHEELING PARK DISTRICT	5	\$2,219.50
WHIRLYBALL VERNON	1	\$250.00
WINNETKA GOLF CLUB	1	\$140.00
WISCONSIN RIVERSID	2	(\$33.76)
WM SUPERCENTER #1007	1	\$31.43
WM SUPERCENTER #1668	1	\$34.17
WM SUPERCENTER #1735	1	\$7.26
WM SUPERCENTER #3893	1	\$102.69
WM SUPERCENTER #847	1	\$31.63
YOUR ADVANTAGE II LTD	1	\$150.00
TOTAL		\$327,940.88