NOTICE OF MEETING TUESDAY, APRIL 5, 2016 Immediately following Regular Board Meeting

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. JACOBSON GOLF COURSE DESIGN AGREEMENT FOR REVIEW FOR SUNSET VALLEY GOLF COURSE
- V. DOG PARK MEMBERSHIP ACCESS (MORAINE BEACH, HIGHLAND PARK GOLF LEARNING CENTER, & DEBBIE GOTTLIEB BEITLER DOG PARK)
- VI. POST-ISSUANCE COMPLIANCE DEBT CERTIFICATES 2012A AND 2013
- VII. INVESTMENT POLICY REVISED
- VIII. REVIEW OF VOUCHERS
- IX. OPEN TO PUBLIC TO ADDRESS BOARD
- X. CLOSED SESSION PURSUANT TO THE FOLLOWING SECTIONS OF THE OPEN MEETINGS ACT: Section 2(c)1 the appointment, employment, compensation, discipline of the District including legal counsel for the District; Section 2(c)5 the purchase or lease of real estate including discussion on whether a certain parcel of property should be acquired; Section 2(c)6 the setting of a price for sale or lease of property owned by the District; Section 2(c)8 security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property; Section 2(c) 11 litigation against or on behalf of the District or where the District finds that an action is probable or imminent; Section 2(c) 21 the discussion of minutes lawfully closed under the Act, whether for the purposes of approval of said minutes or for conducting the semi-annual review of the minutes as set forth in section 2.06 of the Act.; Section 2(c) 29 for discussions between internal or external auditors and the Board. Possible action by the Board on items discussed in closed session.
- XI. ACTION FROM CLOSED SESSION IF ANY
- XII. ADJOURNMENT

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

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



MEMORANDUM

To: Board of Park Commissioners

From: Dan Malartsik, Director of Facilities & IT

Date: March 30, 2016

Re: RECOMMENDATION: APPROVAL TO ENTER INTO AN

AGREEMENT WITH JACOBSON GOLF COURSE DESGIN FOR

SUNSET VALLEY GOLF COURSE IMPROVEMENTS

C: Liza McElroy, Executive Director

Kathy Donahue, Deputy Director of Operations

SUMMARY

The Park District of Highland Park is currently in the beginning stages of the Sunset Valley Golf Course renovations as identified in GreenPrint. Step one of the project is selecting a golf course architect. Staff is recommending entering into an agreement with Jacobson Golf Course Design. As you may recall, Jacobson Golf Course Design was hired by the district in 2012 to evaluate the conditions of both Sunset Valley Golf Course and the Highland Park Country Club to determine which course is better should the district choose to close one of them. The result of the report favored Sunset Valley and identified many upgrades needed. This report later became known as "The Jacobson Report", which was used throughout the District's master plan process.

Jacobson Golf Course Design has completed multiple golf course designs and renovation projects throughout the north shore as well as both nationally and internationally. All references have been checked and they prove to have a great reputation with much success on similar projects. Most recently, Jacobson worked on the Glenview Park District's golf

course renovation project, which has very similar goals and objectives to what is needed at Sunset Valley.

Attached is the recommended Jacobson Golf Course Design agreement in full. Below is a summary of the four phases of the project and the timelines associated with each phase.

Jacobson Golf Course Design Agreement Summary:

Phase 1: Design Development (March 2016 – July 2016)

The design development phase consists of the project program and golf course analysis, preliminary design, and final design.

Phase 2: Construction Documents (August 2016 – September 2016)
The construction document phase consists on construction documents, technical

specifications, and an itemized final cost estimate.

Phase 3: Bidding and Negotiations (October 2016 – December 2016)

The bidding and negotiation phase consists of bidding documents, a list of qualified contractors for the anticipate construction, assistance at the pre-bid meeting and any addenda needed, bid analysis, and a recommendation for bid award of contract.

Phase 4: Construction Administration (April 2017 – September 2017)

The construction administration phase consists of construction observation and construction administration.

FINANCIAL IMPACT:

Jacobson Golf Course Design Fees: \$193,000

Staff believes the proposed golf course design fees which includes all the services as identified within this agreement to be in line with today's market rate. Although it is tough to obtain an exact comparison, staff researched agreements with other golf courses within the last two years and believe this agreement to be within the market. Staff is recommending a not to exceed amount of \$200,000 for this project. This will allow for any additions or edits needed throughout this project.

RECOMMENDATION

Staff recommends approval for the Executive Director to enter into an agreement with Jacobson Golf Course Design, for services relating to the Sunset Valley Golf Course Project not to exceed the amount of \$200,000.00.

Golf Course Design Agreement

Sunset Valley Golf Course

This Agreement is entered into this <u>25th</u> day of <u>March 2016</u> between the <u>Park District of Highland Park</u> (hereinafter referred to as "Owner"), whose principal address is <u>West Ridge Center</u>, <u>636 Ridge Road</u>, <u>Highland Park</u>, <u>IL 60035</u> and <u>Jacobson Golf Course Design</u>, <u>Inc.</u> (hereinafter referred to as "Designer"), whose principal office is located at <u>838 Furlong Drive</u>, Libertyville, Illinois 60048.

WHEREAS, Owner is the owner of Sunset Valley Golf Course (SVGC) in Highland Park, Illinois (hereinafter the "Real Property"), and

WHEREAS, Owner desires to renovate the 18-hole golf course and

WHEREAS, Owner desires to engage Designer to design such Project and to perform the services as hereinafter defined, and Designer desires to perform such work for Owner, all on the terms and conditions set out herein.

NOW, THEREFORE, in consideration of <u>One Hundred and Ninety Three Thousand Dollars (\$193,000.00)</u> the mutual covenants and promises herein contained, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged by both parties, it is agreed as follows:

ARTICLE I

SCOPE OF DESIGNER'S WORK

1.1 Basic Services

Designer's basic services (the "Basic Services") shall consist of the services described below, which are to be performed in a good and workmanlike manner consistent with generally accepted design practices and standards, during the following four (4) phases of the Project with collaboration and information sharing, as appropriate, with Owner's consultants:

(A) Design Development Phase, (B) Construction Documents Phase, (C) Bidding and Negotiation Phase and (D) Contract Administration Phase.

Note: Designer shall be available to meet with the Park District of Highland Park Board, Golf Advisory Board and public for a maximum total of six (6) times during the duration of the project.

(A) DESIGN DEVELOPMENT PHASE

1. Project Program/Golf Course Analysis

The purpose of the Project Program is to document the scope, goals and objectives of the 18-hole Master Plan for SVGC. The Project Program will establish the framework from which Master Plan recommendations will evolve. The Golf Course Analysis documents "existing conditions" and allows Designer to become familiar with the golf course and operations.

a) Project Program

- 1) Designer will meet with the SVGC Advisory Board to confirm the project's scope, purpose, goals, objectives, preliminary budgets, and issues to be addressed in the proposed Master Plan.
- 2) Key individuals and responsibilities will be identified:
 - Owner's Board of Directors
 - General Manager / Director of Facilities
 - SVGC Advisory Board
 - SVGC Golf Course Superintendent
 - Golf Professional

b) Golf Course Analysis

- 1) An extensive on-site evaluation will be conducted to assess existing golf course features including, but not limited to: tees, green contours, fairways, bunkers, hazards, water features, landscape treatments, circulation and speed of play. Aesthetic qualities, views, vegetation, existing trees, golf hole orientation, safety and conditioning will also be reviewed.
- 2) Existing golf course features will be analyzed within the context of the design intent of the original 1922 design.
- 3) Playability and strategic values will be evaluated with specific regard to golfer skill levels. An analysis of available membership handicap data will provide a benchmark for evaluating issues of playability.
- 4) The practice facilities will be reviewed and will include evaluation of the existing putting green and potential location for a short game practice area. The functioning of these components for private lessons will be discussed.
- 5) Infrastructure, drainage, the irrigation system and its water supply, cart paths / circulation and bridges will be reviewed to assess condition, utility and efficiency.

All engineering work for storm drainage, floodplain modeling, cart paths, bridging and related structures will be done by a Project Engineer under a separate contract and Designer shall coordinate its work with that of the Project Engineer.

6) A base plan will be produced from information provided by SVGC to assist in understanding the existing golf course elements and how they relate to each other. The base plan will also be used to explore various design possibilities. Any data already collected by the SVGC including: topographical maps, soils information, aerial photographs, irrigation and drainage as-built plans will be extremely helpful in creating the Base Plan.

Designer encourages open communication during the Design Development Phase and Master Planning process and will rely on the Golf Professional, Superintendent and the SVGC Advisory Board to provide detailed information on the nuances of the course.

2) Preliminary Design

Designer will work closely with Project Engineer and SVGC representatives during the Preliminary Design phase to ensure that concerns are addressed and that opportunities to realize the project's goals and objectives are thoroughly explored.

- a) Designer prepares preliminary design concepts which address issues of playability, safety, speed of play, drainage, long term maintainability, strategy and circulation as well as specific concerns of the SVGC. Recommendations will be formulated with specific regard to enhancing the golf experience for the diverse skill levels of all golfers.
- b) Designer prepares alternative golf hole designs which explore various tee locations, bunker placements/reconfigurations, fairway contours, and shot values in an effort to exploit the inherent strengths of the golf course and the original design intent.
- c) Preliminary construction studies are prepared for the proposed golf course renovation as a basis for determining a preliminary golf course construction cost estimate. Preliminary construction studies may include, but are not limited to; preliminary clearing / site preparation, mass grading, golf course feature construction and drainage.
- d) A Preliminary Golf Course Construction Cost Estimate is prepared based on historical cost data adjusted for specific site and market conditions.
- e) A Preliminary Construction Schedule is developed based on the estimated time to complete each golf course construction task.

Preliminary recommendations will be presented to the Owner, the Project Engineer and SVGC Advisory Board for evaluation (including feasibility) and to provide a clear understanding of the opportunities to enhance the existing golf course and facilities.

3) **Final Design**

Subsequent to input from the Owner and SVGC Advisory Board, the Designer revises the Preliminary Design in preparation of the final 18-hole Master Plan for SVGC for final approval by the Project Engineer. The completed Master Plan document will be presented to the Owner and the SVGC Advisory Board and shall include the following:

- a) A colored rendering (1" = 100') of the Final Master Plan graphically delineating all recommended golf course improvements.
- b) A maximum of two (2) before/after photo quality image of a proposed golf hole designs will be created using advanced computer technology. The photo will graphically communicate the proposed renovation concepts.
- c) A hole-by-hole narrative of the proposed improvements to the golf course as indicated on the Master Plan is developed. Recommendations that enhance the overall golf experience for all golfers will be included in the narrative.
- d) Final preliminary golf course construction cost estimate to build the improvements outlined in the Master Plan is generated from historical construction cost data adjusted for the specific market, materials costs and site conditions. Construction costs are outlined in a hole-by-hole format and itemized line item-by-line item.
- e) Final construction schedule to implement the Master Plan is developed based on typical estimated time to complete proposed improvements. Through discussions with the SVGC Advisory Board, proposed improvements will be prioritized based on budget, construction phasing, disruption of play and scope of project.
- f) Final presentation to the Owner and SVGC Advisory Board using advanced computer technology to graphically communicate proposed enhancements to the golf course.

(B) CONSTRUCTION DOCUMENTS PHASE

1) Construction Documents

Based on the approved SVGC Master Plan, the Designer shall prepare for and submit to Owner and Project Engineer for approval, Construction Documents (defined below) necessary for construction of the Project, provided Designer is given sufficient and timely information from the Owner's engineers and consultants. The Construction Documents shall consist of the Construction

Contract, hereinafter defined, (including the Agreement between Owner and Contractor and the conditions to such Agreement), the Working Drawings, the Specifications, change orders, written interpretations issued by Designer pursuant to the other sections of this Agreement, minor changes (Change Directives) ordered by Designer pursuant to other sections of this Agreement and any amendments thereto. Working Drawings shall consist of:

- a) Mass Grading Plan (1"=100')
- b) Green Details (1"=30')
- c) Golf Course Feature Drainage Plan (1"=100') Note: Storm Drainage system design per Project engineer.
- d) Grassing Plan (1"=100')
- e) Construction Details (Not to Scale)
- f) Landscape Concept Plan (1"=100")

The Designer shall assist with the coordination of plans between the Owner's consultants. Such consultants may include; Clubhouse Architect, Project Engineer, Irrigation Designer and Landscape Architect. The Project Engineer shall have final decision making authority on all Construction Documents.

2) <u>Technical Specifications</u>

Designer shall prepare Technical Specifications setting forth the requirements for the construction of the project, duties and responsibilities of the Designer, and the responsibilities of the Owner for submission to the Project Engineer.

It is acknowledged that the Specifications for the storm drainage system, bridges, cart paths, abutments, walls, irrigation and similar items are not the responsibility or obligation of the Designer and are to be designed by the Owner's Consultants, at the Owner's direction and responsibility. The Designer shall assist with the coordination of plan documents with the Owner's Consultants.

Designer will provide base plan information necessary for the preparation of plans and specifications as required for the renovation of the irrigation system for the Golf Course by a third party Irrigation Design Consultant. The expense for the preparation of these plans and specifications by an Irrigation Design Consultant shall be paid for by Owner. Designer will have no liability to Owner with respect to the design or installation of this system or the operation thereof. Due to technical reasons, Owner may, at its sole discretion, adopt or not adopt such plans and/or specifications.

3) Itemized Final Cost Estimate

A detailed Final Cost Estimate outlining each construction task is prepared based on the Construction Documents. The Final Cost Estimate includes estimated quantities for earthwork, drainage, grassing, features construction, and incidental tasks and materials associated with the renovation of 18-holes.

The Construction Documents Phase shall end (and the next Phase shall begin) when Owner has (i) approved the Construction Documents, or (ii) commenced soliciting or obtaining bids or negotiating proposals for construction of the project, whichever occurs first.

(C) BIDDING AND NEGOTIATION PHASE

- 1) Designer assists the Owner with Golf Course Contractor Bidding and Negotiation by providing:
 - a) Bidding Documents
 - b) List of Qualified Contractors
 - c) Assistance at pre-bid meeting and required addenda
 - d) Bid analysis
 - e) Bid award of contract.

The bidding and negotiation phase shall end when the Owner has awarded a construction contract for any part of the renovation of 18-holes at SVGC or commenced with construction on any part thereof.

(D) CONTRACT ADMINISTRATION PHASE

1) Construction Observation

Construction Observation and Contract Administration Services will be coordinated by Designer through periodic site visits occurring during the duration of the project as reasonably requested by the Owner or Contractor. Designer shall consult with the Owner and the Contractor and designated consultants on a regular basis to assure that the Designer's concepts are implemented during the construction work.

2) Contract Administration

Contract Administration Services may also include the following tasks:

- a) Coordinate Periodic Submittals on a monthly basis:
 - 1) Application and Certificate for progress payments and lien waivers
 - 2) Shop Drawings & Equipment data
 - 3) Samples & test reports
 - 4) Change orders and Directives
 - 5) Field orders

b) Coordinate Close-Out Procedures:

- 1) Punch List
- 2) Substantial Completion
- 3) Transfer of Documents (warranties, operation & equipment manuals, etc.)
- 4) Final Inspection
- 5) Final Waiver of Lien
- 6) Final application for payment
- 7) Final payment and acceptance
- The Construction Phase shall commence at the time of the award of the Construction Contract to Contractor and shall end when grassing is completed on 18-holes.
- ii) Designer, as the representative of Owner during the Construction Phase, may shall advise and consult with Owner and Project Engineer regarding construction of the Project and all of Owner's instructions to Contractor may be issued through Designer. Designer may have authority to act on behalf of Owner to the extent provided in the Contract Documents, budget and schedule unless otherwise modified in writing and/or in accordance with the terms of this Agreement.
- iii) Owner shall at all times give Designer access to the Project so that Designer may make periodic visits to the Project to familiarize himself generally with the progress and quality of the work to be performed under the Construction Documents by Contractor (hereinafter the "Work"). Although Designer may endeavor to guard Owner against defects and deficiencies in the Work of Contractor, Designer shall not be responsible for the construction means, methods, techniques, sequences of procedures, or safety precautions and programs in connection with Contractor's Work, and shall not be responsible for Contractor's failure to carry out the Work in accordance with the Construction Documents. As used herein, the term "Work" shall mean the construction required by the Construction Documents and shall include all labor used in such construction and all materials, and equipment and course accessories incorporated or to be incorporated into such construction.
- iv) Based upon the observation of the Work at the Project and upon Contractor's application for payments pursuant to the Construction Documents, Designer may determine the amount owing to Contractor under the Construction Documents and may authorize certificates for payment by Owner to Contractor in such amounts with appropriate retainage as specified. The issuance of a certificate for payment by Contractor, and the authorization thereof by Designer, constitutes representation by Designer to Owner that, to the best of the knowledge, information and belief of Designer: (1) the Work has progressed to the point indicated in such application; (2) the quality of the Work is in accordance with the Construction Documents, subject to (a) an evaluation of the Project as a functioning whole upon Substantial

Completion (as hereinafter defined), (b) the results of any subsequent tests required by or performed under the Construction Documents, (c) minor deviations from the Construction Documents correctable prior to Substantial Completion or Final Completion (as hereinafter defined), and (3) Contractor is entitled to payment in the amount stated in the certificate for payment. By authorizing the issuance of a certificate for payment, Designer shall not be deemed to represent that he has made any independent examination to ascertain how or for what purpose Contractor has used the monies paid to him under the Construction Contract. "Substantial Completion", as used herein, shall be deemed to occur when Designer determines that, to the best of his knowledge, information and belief, the Work has been completed in accordance with the terms and conditions of the Construction Documents.

- v) Designer has the authority to reject Work which he discovers does not conform to the Construction Documents and shall promptly report same to Owner and Project Engineer. Designer shall not be liable to Owner for the consequences or results of any decisions made by Designer, in good faith, either to exercise his authority to reject all or any part of the Work.
- vi) Designer shall promptly review shop drawings, samples, and other submissions of Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Construction Documents.
- vii) Designer shall prepare change orders for Owner's approval and execution and shall have authority to order minor changes in accordance with the Work which are not directly inconsistent with the provisions of the Construction Documents.
- During the course of construction, the Designer may be called upon to determine the degree to which certain design conditions have been achieved by Contractors. In performance of this work, the Designer will use sampling procedures, that is, selected portions of the work will be subject to close review and/or testing and the results observed will be inferred to exist in others areas not sampled. Although such sampling procedures shall be conducted by the Designer in accordance with commonly accepted procedures consistent with applicable standards of practice, the Owner understands that such procedures indicate actual conditions only where sampling is performed, and that, despite proper implementation of sampling and/or testing procedures, and despite proper interpretation of their results, the Designer cannot assure the existence of conditions despite Designer's reasonable belief they exist. The Owner agrees that it would be improper for the Designer to certify that certain conditions exist when the Designer cannot assure they exist. Accordingly, the Owner shall not require the Designer to sign any certification, no matter by whom requested, that would result in the Designer certifying the existence of conditions whose existence the Designer cannot assure. The Owner also agrees that the Owner shall not make resolution of any dispute with the Designer or payment of any amount due to the Designer in any way contingent upon the Designer's certifying the existence of conditions whose existence the Designer cannot assure.

- ix) Designer shall not be responsible for the wrongful or negligent acts or omissions of Contractor, or any subcontractors, or any of Contractor's or subcontractor's agents or employees, or any other persons performing, either directly or indirectly, any of the Work on the Project, and Owner shall indemnify Designer and hereby holds Designer harmless from and against any costs, losses, claims or damages which may result from any such acts or omissions of Contractor, or any subcontracts, or any of Contractor's or subcontractor's agents or employees, or any other persons performing either directly or indirectly, any of the Work on the Project.
- x) The extent of the duties, responsibilities and limitations of authority of Designer, as Owner's representative during construction of the Project, shall not be modified or extended without the prior written consent of Owner, Contractor (if so required by the Construction Documents), and Designer.
- xi) The terms "Contractor" and "Construction Contract" shall, in the appropriate context, mean the singular or plural forms of such terms.

1.2 Additional Services

- (A) The services listed below in this Section 1.2 (hereinafter the "Additional Services") are not included in the definition and description of Basic Services as requested by Owner and performed by Designer shall be paid to Designer by Owner as follows: one hundred seventy-five dollars (\$175.00) per hour, for Design / Contract Administration Services and additional presentations to Boards / Committees and one hundred and twenty five dollars (\$125.00) per hour for AutoCAD services and Power Point Presentation preparation services and sixty five dollars (\$65.00) per hour for administrative / clerical services.
- (B) Additional Services may include, without limitation, the following, providing the same are known to and approved by Owner prior to rendition:
 - 1) Presentations to Boards, Committees etc. as requested by the Owner and that are not included in the Basic Services as outlined in Section 1.1.
 - 2) Revising previously approved, by Owner, Construction Documents, including Drawings, Specifications, or other documents to accomplish changes not initiated by Designer.
 - 3) Revising or adding working drawings and details if required by governing agencies after completion of plans as designated in Section 1.1, B. This will include time spent with other consultants for purposes of integrating golf requirements into the overall approval and entitlement process.
 - 4) Preparing documents for alternate bids requested by Owner that are not designated in Section 1.1, C.

- 5) Providing consultation concerning replacement of any part of the Project damaged by casualty or other cause during construction, which was not incurred as a result of Designer's negligence and furnishing professional services of the type defined herein as "Basic Services" as may be required in connection with the replacement of such parts of the Project.
- 6) Providing professional services made necessary by the default of Contractor or any subcontractor in the performance of the Construction Documents, or any other defaults of any subcontractor or supplier of materials, equipment or golf course accessories.
- 7) Providing administration services regarding the Construction Contract, and observation of the Work, after the time specified in the Construction Documents for Substantial Completion if such time has been exceeded by more than twenty percent (20%) or sixty (60) days, whichever is less, if such delay has occurred through no fault of Designer or extreme weather conditions (meaning 20% beyond normal range in temperature and 200% beyond normal range in rainfall as documented at the nearest recording station for the National Oceanic and Atmospheric Administration).
- 8) Providing services as a witness or consultant in connection with any judicial, arbitration or administrative proceeding; and appearing an excessive number of times in public hearings or before governmental agencies.
- 9) Providing any other services not otherwise included under "Basic Services" as defined in this Agreement.
- (C) All payments from the Owner to the Designer for Additional Services shall be paid to the order of <u>Jacobson Golf Course Design</u>, <u>Inc.</u> and to be delivered to the office whose address is <u>838 Furlong Drive</u>, <u>Libertyville</u>, <u>Illinois 60048</u>. Any payment due Designer which is not paid within 30 days of invoicing shall bear interest at the rate of eighteen percent (18%) per annum until paid, and may also constitute an event of default under this Agreement.

ARTICLE II

DESIGNER'S COMPENSATION

2.1 In consideration for the execution of this Agreement and the performance of the Basic Services, Owner shall pay to Designer the sum of <u>One Hundred and Ninety Three Thousand Dollars (\$193,000.00)</u>. Monthly invoices will be submitted by Designer and payments made by Owner based on the percentage of work completed by Designer in each phase. However, the total amount will be due upon completion of each phase as outlined below:

Execution of Agreement	\$ 15,000.00
Phase A – Design Development	\$ 21,000.00
Phase B - Construction Documents	\$ 98,500.00
Phase C - Bidding and Negotiation	\$ 9,500.00
Phase D - Contract Administration	\$ 49,000.00
	TOTAL\$ 193,000.00

All payments from Owner to Designer pursuant to this Article II shall be paid to the order of <u>Jacobson Golf Course Design</u>, <u>Inc.</u> and to be delivered to the office whose address is <u>838 Furlong Drive</u>, <u>Libertyville</u>, <u>Illinois 60048</u>. Any payment due Designer which is not paid within 30 days of invoicing shall bear interest at the rate of eighteen percent (18%) per annum until paid, and may also constitute an event of default under this Agreement.

ARTICLE III

OWNER'S RESPONSIBILITIES

- 3.1 Owner shall, during the term of this Agreement, provide to Designer full, accurate and complete information regarding the requirements for the Project.
- 3.2 Owner may designate, when necessary or appropriate for the expeditious completion of the Project, a representative authorized to act on his behalf with respect to the Project. Owner or his representative shall examine documents submitted by Designer, and owner or his representative shall render decisions pertaining to such documents promptly in order to avoid unreasonable delay in the progress of the services to be performed by Designer under this Agreement.
- 3.3 Owner has furnished a certified land survey of recent date for the site of the Project, reflecting, as applicable: grades and lines of streets, alleys, pavement, and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site of the Project; locations, dimensions and complete data pertaining to existing buildings and trees; and full information concerning available service and utility lines both private and public, above and below grade, including inverts and depths. Owner shall also furnish to Designer, as applicable, zoning restrictions, deed restrictions, and hydrological information relating to the site of the Project.
- 3.4 Owner shall furnish the services of consultants when such services are deemed necessary or appropriate by Designer. Such consultants may include, among others, geotechnical engineers, environmental consultants, civil engineers, irrigation Designers and planners.
- 3.5 Owner shall furnish any laboratory test, inspection or report as required by law or the Construction Documents.
- 3.6 Owner shall furnish such legal, accounting and insurance counseling services as may be necessary for the Project, including without limitation, such auditing services as may be required to ascertain how or for what purposes the Contractor has used the monies paid to

- him under the Construction Contract.
- 3.7 The services, information, surveys and reports required by this Article III shall be furnished by Owner in an expeditious manner and at Owner's expense, and Designer shall be entitled to rely upon the accuracy and completeness thereof.
- 3.8 If Owner observes or otherwise becomes aware of any fault or defect in the Project or any nonconformance of the Project with the Construction Documents, he shall give prompt written notice thereof to Designer.

ARTICLE IV

REIMBURSABLE EXPENSES

- 4.1 Owner shall reimburse Designer, in addition to payments for the Basic Services and Additional Services and compensation for or to any Project representatives, "Reimbursable Expenses", including actual expenditures made by Designer, his employees or his consultants in connection with the Project. Provided such Reimbursable Expenses are known to or reasonably anticipated by Owner, the same may include, without limitation:
 - (A) Expenses for transportation (mileage and tolls) in connection with traveling.
 - (B) Mail or shipping charges; scans, plots, photocopies and other reproductions.
 - (C) Any additional coverage to the Designer's professional liability insurance, requested by Owner and which is in excess of amounts and coverage normally carried by Designer, which is \$1,000,000 per occurrence and \$2,000,000 aggregate coverage.

ARTICLE V

TERMINATION OF AGREEMENT

5.1 This Agreement may be terminated: (i) by either party upon ten (10) days' written notice should the other party fail to substantially perform in accordance with the terms of this Agreement after having been given written notice of such failure and thirty (30) days to cure provided_ such failure is not attributable to the party initiating the termination, or; (ii) by Owner upon ten (10) days' written notice to Designer should the Project be abandoned for a period of at least ninety (90) days. At the time of such termination, Designer shall be paid for all Basic Services, Additional Services, Reimbursable Expenses and services of any Project representatives paid or incurred by Designer which were performed or incurred prior to or on the termination date, including such sums as may accrue to Designer subsequent to such termination which are part of the services to be performed by Designer under this Agreement. Notwithstanding the foregoing or any other provision in this Agreement, if Owner (a) sells the Real Property or the Project, or any portions thereof, prior to substantial completion, without the prior written consent of

Designer, (b) fails to pay when due any amounts owing to Designer pursuant to this Agreement, (c) is adjudicated as bankrupt, becomes involved, or assigns any assets for the benefit of creditors, then any such event may constitute a default by Owner hereunder and all fees and expenses for Basic Services and Additional Services performed to date and reasonable attorneys fees incurred in enforcing this agreement, shall be immediately due and payable to Designer, together with all Reimbursable Expenses theretofore incurred by Designer, as if Designer had fully performed hereunder.

ARTICLE VI

OWNERSHIP OF DOCUMENTS

Owner acknowledges that the information and work product to be prepared for or submitted to Owner by Designer are of proprietary and confidential nature. Owner agrees that notwithstanding any termination of this Agreement (by its terms or otherwise) or any provision contained herein all Drawings (including Working Drawings) and Specifications become the mutual property of the Owner and Designer once the Designer has been compensated for completion of such Drawings and Specifications. Owner is also given an unlimited license in perpetuity to use any or all of the work product of the Designer for Owner's purposes and to include same in the work product of other consultants and professionals without further or additional compensation to Designer. Drawings (including Working Drawings) and Specifications are not to be used by Owner on other projects or extensions to this Project, nor are they to be disclosed either directly or indirectly, to others except by agreement in writing hereof, and with appropriate compensation to Designer as outlined in Article II, 2.1.

ARTICLE VII

MISCELLANEOUS

- 7.1 <u>Successors and Assigns</u> This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and assigns. Neither Owner nor Designer may assign or transfer this interest in this Agreement without the written consent of the other and such consent shall not be unreasonably withheld.
- 7.2 <u>Indemnity</u> –The parties reciprocally agree to defend, indemnify and save harmless one another against and from any and all claims, liabilities, losses, costs, expenses, or damages arising due to the fault or negligent act or omission of the indemnitor, in relation to the Golf Course and the Golf Course Design, including without limitation reasonable legal fees or expenses incurred in connection therewith, provided that neither Party will be required to indemnify the other with respect to any claims, liabilities, losses, costs, expenses, or damages resulting from the other's own malfeasance and negligence.
- 7.3 Arbitration Following reasonable attempts at mediation of disputes, all claims, disputes

and other matters in question arising out of, or relating to, this Agreement or the breach thereof may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. The arbitration proceedings will be conducted in Lake County, USA and shall be administered by the American Arbitration Association. All American Arbitration Association rules shall apply. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Costs of the arbitration shall be shared equally, and the award rendered by the arbitrators shall be final, and the judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

- 7.4 <u>Limitation of Liability</u> The Owner agrees to limit the Designer's liability to the Owner and to all construction contractors and subcontractors on the project, due to any claim of any nature whatsoever arising out of or relating to the performance of professional services under this Agreement, such that the total aggregate liability of the Designer to all those named shall not exceed the amount covered by the Designer's professional liability insurance. Designer shall maintain current Professional Liability Insurance (or equivalent) through completion of this project as defined by final payment and acceptance. Owner shall receive written notification of any changes to Designer's coverage limits or cancellation.
- 7.5 Extent of Agreement. This Agreement, and the documents contemplated hereby, represent the entire and integrated Agreement between Owner and Designer and supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a writing executed and delivered by the parties hereto.
- 7.6 <u>Governing Law.</u> -This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

This Agreement is entered into as of the date and year first entered above.

OWNER: Par	k District of Highland Park
Ву	:
Tit	le:
DESIGNER:	Jacobson Golf Course Design, Inc. By:

Title:	President	

4845-5062-2767, v. 1



MEMORANDUM

To: Board of Park Commissioners

From: Executive Director McElroy, Deputy Director of Operations Donahue,

Director of Parks & Properties Rolle

Date: April 5, 2016

Re: Dog Park Membership Access

The Park District currently operates three dog parks for members to patronize. They include Moraine Beach, Highland Park Golf Learning Center, and Debbie Gottlieb Beitler Dog Park. Moraine Beach opened as a dog beach during the 1999 season along with the winter site at Highland Park Golf Learning Center. The Debbie Gottlieb Beitler Dog Park opened in 2012.

Over the years, few operational progressions have transpired:

- During the 1999-2014 season, a membership card with the dog's picture, name, and owner's name was used. Members were required to carry these ID cards which were checked by the Park Ranger.
- In 2015, staff eliminated the required membership card and registration was verified by Park Rangers. This was the first year registration was offered online.
- For the 2016 season, staff reissued a dog membership card which members are required to carry with them when visiting the parks. This card has the owner's name, dog name, breed of dog and membership rules.

Below are the membership totals from the past five years. Note that membership numbers increased significantly after the opening of Debbie Gottlieb Beitler Dog Park in 2012. It has decreased the following years, as a result in lack of registration and non-authorized usage.

Annual and YTD	Dog Membe	rship Totals					
Membership Period	Annual # of Resident Memberships	Annual # of Nonresident Memberships	Annual # of Memberships	Total Amount	As of Feb 22 # of Resident Memberships	As of Feb 22 # of Nonresident Memberships	As of Feb 22 Total # of Memberships
4.1.12 - 3.31.13	759	100	859	\$38,270.00	N/A	N/A	N/A
**4.1.13 - 12.31.13	400	44	444	\$14,692.50	N/A	N/A	N/A
1.1.14 - 12.31.14	542	74	616	\$27,293.00	322	22	344
1.1.15 - 12.31.15	379	59	438	\$20,598.00	225	23	248
1.1.16 - 2.22.16	184	25	209	\$9,860.00	184	25	209

** Membership for 9 month period

Staff recommends installing a FOB System, for Debbie Gottlieb Beitler Dog Park in 2016. The system will assist in monitoring usage and safety, along with serving as an identification card that members will be given to carry with them. These ID cards will allow members to have access to a secured gate. This will deter non-members from using the dog park and from unauthorized entry.

The cost for the FOB System is \$10,000 and is included in the Parks and Property operational budget for fiscal year 2016. Staff did explore the option of a solar powered FOB System. Unfortunately, the solar option exceeded the budget amount of \$10,000. It required additional hardware, maintenance, and a 10 year replacement of the solar panels. On average a solar powered system will lose .5% of output power per year. The battery that hold the charge will need to be replaced every 2-3 years with an estimated cost of \$1,200. The additional hardware needed for solar is approximately \$8,500.

The solar powered system will required a budget amount of \$18,500.

Installation for Debbie Gottlieb Beitler Dog Park will occur in 2016 and implementation will begin in 2017.



MEMORANDUM

To: Board of Commissioners

From: Executive Director McElroy, Finance Director Curtis

Date: April 5, 2016

Re: Bond: Post-Issuance Tax Compliance Report

Background/Analysis

In conjunction with the Debt Certificates issued on June 28, 2012, the Bond Record-Keeping Policy was adopted by the board. Per the policy, the District agrees to keep and retain sufficient records to support the continued exclusion of interest paid on the Certificates (both 2012A and 2013) from federal income taxation. This policy also applies to General Obligation Limited Tax Park Bonds Series 2016.

The post-issuance tax rules fall into two categories: use of proceeds and other requirements related to the private activity bond tests and arbitrage yield restriction and rebate requirements. Annually, until the Debt Certificates and Bonds mature plus 3 years, a review of all contracts and other records will be completed to determine whether each issue complies with the federal tax requirements.

To facilitate the review, Chapman and Cutler has provided the District with a check list which provides a methodology for compliance. The attached report summarizes the findings for the reviews related to Debt Certificate 2012A and 2013. (2016 Bonds were reviewed during the issuance process). The District is currently in compliance with the applicable tax law requirements and no further action is necessary at this time.

STATEOFILLINOIS)
) ss
COUNTY OF LAKE)

POST-ISSUANCE TAX COMPLIANCE REPORT

To: Board of Park Commissioners of the Park District of Highland Park, Lake County, Illinois

Pursuant to my responsibilities as the Compliance Officer as set forth in a Bond Record-Keeping Policy (the "Policy") adopted by the Board of Park Commissioners (the "Board") of the Park District of Highland Park, Lake County, Illinois (the "District"), on the 28th day of June, 2012, as heretofore supplemented and amended, I have prepared a report reviewing the District's contracts and records to determine whether the Tax Advantaged Obligations (as defined in the Policy), comply with the applicable federal tax requirements. In accordance with the proceedings and agreements under which the Tax Advantaged Obligations were issued, the District has covenanted generally to take all action necessary to comply with the applicable federal tax rules and regulations relating to the Tax Advantaged Obligations, including covenants necessary to preserve the excludability of interest on the Tax Advantaged Obligations from gross income for federal income taxation purposes. The following sets forth a summary demonstrating the District's compliance with such covenants and expectations.

- (a) Records. I have in my possession all of the records required under the Policy.
- (b) Arbitrage Rebate Liability. I have reviewed the agreements of the District with respect to each issue of the Tax Advantaged Obligations. At this time, the District does not have any rebate liability to the U.S. Treasury.
- (c) Contract Review. I have reviewed copies of all contracts and agreements of the District, including any leases, with respect to the use of any property owned by the District and acquired, constructed or otherwise financed or refinanced with the proceeds of the Tax Advantaged Obligations and other records. At this time, each issue of the Tax Advantaged Obligations complies

with the federal tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans.

(d) IRS Examinations or Inquiries. The Internal Revenue Service (the "IRS") has not commenced an examination of any issue of the Tax Advantaged Obligations. The IRS has not requested a response to a compliance check, questionnaire or other inquiry.

Based upon the foregoing, I believe that the District is currently in compliance with the applicable tax law requirements and no further action is necessary at this time. This report will be entered into the records of the District and made available to all members of the Board at the next regular meeting thereof.

Respectfully submitted this 5 day of

, 2016

Compliance Officer



BOARD MEMORANDUM

Date: April 5, 2016

To: Board of Commissioners

From: Executive Director McElroy, Director of Finance Curtis

Re: Investment Policy Recommendation

As part of the agreement with PFM, the district's financial advisor, the Investment Policy was reviewed and updated. The policy passed during the 2012 Distinguished Accreditation process was well written and compliant with state statue. Thus the few updates only expand and clarify the 2012 requirements. The investment advisor statement on page 3 has been added. Recommended changes are highlighted in red, beginning on page 3. Ancel Glink has given approval on the updated policy.

The policy continues to focus on three aspects of management in order of importance:

- Safety
- 2. Liquidity
- 3. Yield

Safety of principal is the foremost objective of the investment program. This entails minimizing credit risk, the risk of loss due to the failure of the security issuer or backer and minimizing interest rate risk, the risk that the market value of securities in the portfolio will fall due to changes in general interest rates.

Liquidity of principal is necessary to ensure all operating requirements are met.

Yield the amount of interest earned on the security, should be the most the District can earn while still guaranteeing safety and liquidity.

Staff recommends that the attached investment policy be approved by the Board of Commissioners.

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I. Scope

This investment policy, which was prepared in accordance with the Public Funds Investments Act (30 ILCS 235/0.01, et seq.) applies to the investment activities of the Park District of Highland Park. All financial assets of the District, including the General Fund, Recreation Fund, Capital Project Funds, Debt Service Funds, Special Recreation Funds, and other funds that may be created from time to time, shall be administered in accordance with the provisions of this Policy.

A. Pooling of Funds

Except for cash in certain restricted and special funds, the District will consider consolidation of cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

II. General Objectives

The primary objectives, in priority order, of investment activities shall be safety, liquidity and yield:

A. Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

1. Credit Risk

The Park District of Highland Park will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

- a. Limiting investments to the safest types of securities
- b. Pre-qualifying the financial institutions, broker/dealers, intermediaries and advisors with which the District will do business
- c. Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

2. <u>Interest Rate Risk</u>

The Park District of Highland P ark will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

- a. Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity
- b. Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools.

B. Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). A portion of the portfolio also may be placed in money market mutual funds or local government investment pools, which offer sameday liquidity for short-term funds.

C. Yield

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relatively to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

- 1. A declining credit security may be sold early to minimize loss of principal.
- 2. A security swap would improve the quality, yield, or target duration in the portfolio.
- 3. Liquidity needs of the portfolio require that the security be sold.

III. Standards of Care

A. Prudence

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an

individual security's credit risk or market price changes, provided deviations from exceptions are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

1. Investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

B. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio.

C. Responsibility for the Investment Program/Delegation of Authority

The establishment of investment policies is the responsibility of the Park Board. Management and administrative responsibility for the investment program of the Park District of Highland Park is hereby delegated to the Treasurer/Finance Director who shall prepare and act in accordance with written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures include references to safekeeping, delivery vs. payment, investment accounting, wire transfer agreements and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Director and approved by the Executive Director. The Finance Director will be responsible for all transactions undertaken and will establish a system of controls to regulate the activities of subordinate officials. The Finance Director may from time to time amend the written procedures as approved by the Executive Director in a manner not inconsistent with this Policy or with State law.

The Park District of Highland Park may engage the services of an investment advisor to assist in the management of the entity's investment portfolio in a manner consistent with the entity's objectives. Subject to the standard of care established by this Investment Policy, the external manager may advise the Treasurer/Finance Director to purchase and sell investment securities in accordance with this Investment Policy.

Such managers must be registered under the Investment Advisers Act of 1940. The investment advisor shall provide written investment reports to the Treasurer/Finance Director no less frequently than monthly.

[AC1]

IV. Safekeeping and Custody

A. Financial Institutions

It shall be the policy of the Park District of Highland Park to select financial institutions on the following basis:

1. Security

The District will not maintain funds in any financial institution that is not a member of the FDIC or SIPC system. Furthermore, the Park District of Highland Park will not maintain funds in any financial institution not willing to post, or not capable of posting, required collateral for funds in excess of the FDIC or SIPC insurable limits.

2. Size

The Park District of Highland Park will not maintain deposits in any financial institution in which the District funds on deposit will exceed 10% [AC2] of the institution's capital stock and surplus.

3. Location

The Park District of Highland Park shall encourage investment in financial institutions within the District's boundaries whenever possible. However, the Park Board may approve qualified depositories regardless of location.

4. Statement of Condition

The Park District of Highland Park will maintain, for public and managerial inspection, current statements of condition for each financial institution named as depository. If, for any reason the information furnished is considered by the Finance Director to be insufficient, additional data may be requested. The refusal of any institution to provide such data upon request may serve as sufficient cause for the withdrawal of District funds.

B. <u>Internal Controls</u>

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the Park District of Highland

Park are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits require estimates and judgements by management.

- 1. Accordingly, the Finance Director shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:
- 2. Control of collusion
- 3. Separation of transaction authority from accounting and recordkeeping
- 4. Custodial safekeeping
- 5. Avoidance of physical-delivery securities
- 6. Clear delegation of authority to subordinate staff members
- 7. Written confirmation of telephone transactions for investments and wire transfers
- 8. Development of a wire transfer agreement with the lead bank or third party custodian-

C. Delivery vs. Payment

All trades where applicable will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities will be held by a third party custodian as evidenced by safekeeping receipts.

D. Competitive Transactions

At least three competitive prices are required for each trade involving an individual security to ensure a diversified and competitive selection of investment instruments. Adequate documentation of the bid process should be maintained. [AC3]

V. <u>Suitable and Authorized Investments</u>

A. Investment Types

Consistent with the GFOA Policy Statement <u>State Statutes Concerning Investment</u> <u>Practices</u>, the following investments will be permitted by this policy and are those defined by state law where applicable:

- 1. U.S. government obligations, U.S. government agency obligations, and U.S. government instrumentality obligations, which have a liquid market with a readily determinable market value;
- 2. Interest-bearing savings accounts, interest-bearing certificates of deposit or interest-bearing time deposits or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act;
- 3. Short term obligations of corporations organized in the United States with assets exceeding \$500,000,000 if (i) such obligations are rated at the time of purchase at the highest classification established by at least 2 standard rating services and which mature not later than 270 days from the date of purchase, (ii) such purchases do not exceed 10% of the corporation's outstanding obligations and (iii) no more than one-third of the public agency's funds may be invested in short term obligations of corporations; [AC4]
- 4. Repurchase agreements whose underlying purchased securities consist of paragraph (1) of this subsection; [AC5]
- 5. Money market mutual funds registered under the Investment Company Act of 1940, provided that the portfolio of any such money market mutual fund is limited to obligations described in paragraph (1) of this subsection and to agreements to repurchase such obligations [AC6]
- 6. Local government investment pools;
- 7. Municipal bonds issued by a county, township, city, village, incorporated town, school district, park district, sanitary district, or other municipal corporation, or bonds and other interest bearing obligations of the State of Illinois, or of any political subdivision or agency of the State of Illinois or of any other state, whether the interest earned thereon is taxable or tax-exempt under federal law. The bonds shall be registered in the name of the District, or held under a custodial agreement at a bank. The bonds shall be rated at the time of purchase within the 3 highest general classifications established by a rating service of nationally recognized expertise in rating bonds of states and their political subdivisions.

8. Any other investment allowed by Illinois Compiled Statutes.

B. Collateralization

Collateralization of all funds in excess of FDIC or SIPC limits is required. The District will accept any of the following assets as collateral:

- 1. U.S. Government Securities
- 2. Obligations of Federal Agencies
- 3. Obligations of Federal Instrumentalities
- 4. Obligations of the State of Illinois
- 5. Obligations of the Park District of Highland Park
- 6. General Obligation Municipal Bonds rated "A" or better
- 7. The amount of collateral provided will be not less than 102 percent of the fair market value of the net amount of public funds secured. The ratio of fair market value of collateral to the amount of funds secured will be reviewed quarterly, and additional collateral will be requested when the ratio declines below the level required and collateral will be released if the market value exceeds the required level. Pledged collateral will be held in safekeeping by a third party depository designated by the Park District of Highland Park.. Collateral agreements will preclude the release of the pledged assets without an authorized signature from the Park District of Highland Park.

C. Repurchase Agreement

Repurchase agreements shall be consistent with GFOA Recommended Practices on Repurchase Agreements.

D. Third-Party Safekeeping

All assets and securities purchased for the District as collateral for moneys on deposit with any bank shall be held in the custody of a independent third-party custodian bank designated by the Finance Director in the name of the Park District of Highland Park and evidenced by supporting safekeeping records as determined by the Finance Director. [AC8]

VI. <u>Investment Parameters</u>

A. Diversification

The investments shall be diversified by:

- 1. Limiting investments to 5% per issuer to avoid overconcentration of securities from a specific issuer (excluding U.S. Treasury and Federal Agency securities),
- 2. Limiting investment in securities that have higher credit risks,
- 3. Investing in securities with varying maturities, and
- 4. Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

B. Maximum Maturities

To the extent possible, the Park District of Highland Park shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the Park District of Highland Park will not directly invest operating funds in securities maturing more than five (5) years from the date of purchase or in accordance with state and local statutes and ordinances. (The Park District of Highland Park will attempt to adopt weighted average maturity limitations, consistent with the investment objectives.)

VII. Reporting

A. Methods

The Finance Director will prepare an investment schedule at least quarterly. This report should be provided to the Park Board. The report will indicate:

- 1. Listing of individual securities held at the end of the reporting period by fund,
- 2. Listing of investments by maturity date,
- 3. Interest rate of each investment,
- 4. Amortized book value and market value of each investment.
- 5. Par value of each investment.

6. A comparison of year to date earnings to the proposed budget.

B. Performance Standards

The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates.

C. Marking to Market

The market value of the portfolio shall be calculated at least quarterly.

4844-3501-2653, v. 1



To:

Executive Director/Board of Commissioners

From:

Director of Finance

Date:

April 5, 2016

Subject:

Bilis presented for the Board's review on April 5, 2016.

Checks written March 18, 2016 through March 31, 2016.

BILLS

DATE	AMOL	<u>JNT</u>
March 30, 2016	\$	198,693.87
March 31, 2016	\$	15,774.55
Void Payments		
Bank Drafts	\$	50,595.97
P-Card	\$	205,595.77
		:
TOTAL	\$	470,660.16

PAYROLL DISBURSEMENTS

TOTAL

GRAND TOTAL \$ 470,660.16



Check Register Packet: APPKT00793 - 20160330 1

By Check Number

£ \$	·							
Vendor Number	Vendor DBA Name	Paymer	nt Date	Payment Type	Discount Ame	ount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	n	Discount Amount	Payal	ble Amount	
Bank Code: AP-AP BAN	IK							
15147	ABC PRINTING COMPANY	03/30/2	2016	Regular		0.00	2,360.07	178203
<u>199793</u>	Invoice	03/03/2016	2016 Golf Member:	hhip Brochures	0.00		642.22	
<u>199795</u>	Invoice	03/03/2016	2016 Golf Member:	hip Brochures	0.00		547.72	
200250	Invoice	03/16/2016	Post Cards-Teen Fit	ness,postage/fist/maill	0.00		894.70	•
200253	Invoice	03/16/2016	Rosewood Center 8	rochures	0.00		142.22	
200532	Invoice	03/24/2016	Teams Course Flyer	s	0.00		133.21	
							0.444.00	.=
10049	ADP, INC.	03/30/2		Regular		0.00	3,141.89	1/8404
<u>470605570</u>	Involce	03/18/2016	Payroli Services 03/	11/16	0.00		3,141.89	
15421	BETH GREENBERGER	03/30/2	2016	Regular		0.00	41.00	178205
1773937	Invoice	03/21/2016	Refund		0.00		41,00	
10420	CENTERPOINT ENERGY SER	RVICES, IN 03/30/2	2016	Regular		0.00	12,589.55	178206
<u>5837901</u>	Invoice	03/18/2016	02/01/16-02/29/16	•	0.00		12,589.55	
15562	CLAIRE SCHWA8	03/30/2	0016	Regular		0.00	50.00	178207
1775518	Invoice	03/24/2016	Refund	regular.	0.00	VV0	50.00	110207
1773310	nivoice	03/24/2010	Majoria		0.00		34.00	
10537	COMED	03/30/2	2016	Regular		0.00	3,612.68	178208
0203230004 032	Invoice	03/21/2016	1390 Sunset Rd 01/	21/16-02/19/16	0.00		3,612.68	
							400.00	470000
15567	DALE MONAGHAN	03/30/2		Regular		0.00		178209
<u>031516</u>	Invoice	03/15/2016	Referee fees Feb/N	ar 201 6	0.00		108.00	
15563	GERALD WORTHEN	03/30/2	2016	Regular		0.00	81.00	178210
1775500	Invoice	03/24/2016	Refund		0.00		81.00	
<u> </u>		,,						
15564	MICHELE FRIEDLAND	03/30/2	2016	Regular		0.00	19.69	178211
<u>1773934</u>	Invoice	03/21/2016	Refund		0.00		4.43	
<u>1773935</u>	Invoice	03/21/2016	Refund		0.00		15.26	
12604	NORTH CHORE CAC	03/30/3	2016	Regular		0.00	117 22	178212
13604	NORTH SHORE GAS	03/24/2016	3100 Trail Way 02/		0.00	0.00	117.23	170212
<u>1500072739751</u>	Invoice	03/24/2010	3100 Hall Way 02/	13/10-03/22/10	0.00		241,44	
14912	PAMELA GUSSIS	03/30/2	2016	Regular		0.00	60.00	178213
<u>1772730</u>	Invoice	03/18/2016	Refund		0.00		60.00	
11998	PARK DISTRICT RISK MGM			Regular		0.00	143,550.59	178214
<u>033116</u>	Invoice	,03/29/2016	Health Invoice		0.00		143,550.59	
11998	PARK DISTRICT RISK MGM	TAGCY 03/30/3	2016	Regular		0.00	28,217.50	178215
03312016	Invoice		Property/Liability/\	~	0.00		28,217.50	
<u>93912014</u>	nivoice.	00,20,2020		7			,	
15565	PAUL CURTIN	03/30/3	2016	Regular		0.00	21.11	178216
<u>1773933</u>	Invoice .	03/21/2016	Refund		0.00		21.11	
12244	DICOLLUCA INC	02/20/	2016	Dogulas		0.00	102 04	178217
12211	RICOH USA, INC	03/30/3		Regular	0.00		283.04	170217
5041137331	Invoice	03/20/2016	Ricoh copies 02/24	110-03/23/10	0.00		285.04	
12211	RICOH USA, INC	03/30/3	2016	Regular		0.00	141.02	178218
5041107561	Invoice	03/17/2016	Ricoh copies 02/20	/16-03/19/16	0.00		141.02	
			•					
12211	RICOH USA, INC	03/30/3		Regular		0.00		178219
<u>5041137341</u>	Invoice	03/20/2016	Ricah copies 02/24	/16-03/23/16	0.00		996.70	
12211	RICOH USA, INC	03/30/3	2016	Regular		0.00	220.67	178220
5041137357	Invoice	03/20/2016	Ricah copies 02/23	•	0.00		220.67	
**************************************		- 3, -0, -020	copies out so		2,00			

Check Register	Packet: APPKT00793-20160330 1

CHOCK REGISTER							1 delication 1 11 1007	
Vendor Number	Vendor DBA Name	Paymen		Payment Type			Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Descriptio	n	Discount Amount	Paya	ible Amount	
12211	RICOH USA, INC	03/30/2	016	Regular		0.00	68.21	178221
<u>5041199912</u>	invoice	03/22/2016	Ricoh copies 02/29	/16-03/28/16	0.00		68.21	
12211	RICOH USA, INC	03/30/2	016	Regular		0.00	185.94	178222
<u>5041107550</u>	Invoice	03/17/2016	Ricoh copies 02/20	/16-03/19/16	0.00		185.9 4	
12211	RICOH USA, INC	03/30/2		Regular	•	0.00	326.10	178223
<u>5041199663</u>	Invoice	03/22/2016	Ricoh copies 02/29	/16-03/29/16	0.00		326.10	
12211	RICOH USA, INC	03/30/2	016	Regular		0.00	37.95	178224
5041199673	Invoice	03/22/2016	Ricoh copies 02/29	/16-03/28/16	0.00		37.95	
12211	RICOH USA, INC	. 03/30/2	016	Regular		0.00	31.64	178225
<u>5041199867</u>	Invoice	03/22/2016	Ricoh copies 02/29	/16-03/28/16	0.00		31.64	
12665	TYLER TECHNOLOGIES, INC	03/30/2	016	Regular		0.00	1,000.00	178226
025-150912	Invoice	03/10/2016	Financials - Custom	Programming	0.00		1,000.00	
12665	TYLER TECHNOLOGIES, INC	03/30/2	016	Regular		0.00	250.00	178227
025-151072	Invoice	03/10/2016	Custom program m	aint 03/01/16-02/28/	0.00		250.00	
12703	UW/NORTH SHORE/HIGHL	AND PK/I 03/30/2	016	Regular		0.00	64.00	178228
<u>013116</u>	Invoice	01/31/2016	United Way		0.00		64.00	
12703	UW/NORTH \$HORE/HIGHL	AND PK/1 03/30/2	016	Regular		0.00	64.00	178229
<u>022916</u>	Invoice	02/29/2016	United Way		0.00		64.00	
15566	WELTMAN WEINBERG & R	EIS CO., L 03/30/2	016	Regular		0.00	1,054.29	178230
<u>032316</u>	Invoice	03/26/2016	Garnishment-wage	s withheld	0.00		1,054.29	

Bank Code AP Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	33	28	0.00	198,693.87
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
	33	28	0.00	198 693 87

Check Register

Fund Summary

 Fund
 Name
 Period
 Amount

 99
 POOLED CASH FUND
 3/2016
 198,693.87

 198,693.87
 198,693.87



Check Register Packet: APPKT00795 - 20160331 2

By Check Number

• •									
Vendor Number	Vendor D8A Name		Paymen		Payment Type			Payment Amount	Number
Payable #	Payable Type	Payable D	ate	Payable Description	ì	Discount Amount	Paya	able Amount	
Bank Code: AP-AP BAN	rk .								
14270	CLUB MOMENTUM ATHLES	TICS	03/31/20	016	Regular		0.00	3,930.55	178231
<u>021</u>	Invoice	03/28/201	16	2016 Early spring vo	ileyball clinic fee	0.00		3,930.55	
11048	GYPS/ES, LLC		03/31/20	016	Regular		0.00	6,250.00	178232
<u>032316</u>	Invoice	03/26/201	16	Camp Circus Tent Re	ental Deposit	0.00		6,250.00	
11048	GYPSIES, LLC		03/31/20	016	Regular		0.00	4,545.00	178233
<u>D32416</u>	Invoice	03/24/201	16	Cîrcus Camp Horse (Contract Deposit	0.00		4,545.00	
11526	LAKE SHORE WOMEN'S TEI	NNIS LEAG	03/31/20	016	Regular		0.00	150,00	178234
<u>032816</u>	Invoice	03/28/201	15	2 summer team fee	5	0.00		150.00	
15568	SEMINOLE SPORTS, LLC		03/31/20	016	Regular		0.00	495.00	178235
032416	Invoice	03/24/201	15	06/24/16-06/26/16	Tournament fee	0.00		495.00	
15145	SHORELINE TEAM TENNIS		03/31/20	016	Regular		0.00	340.00	178236
032416	Invoice	03/24/200		4 mens team fees		0.00		340.00	
12703	UW/NORTH SHORE/HIGHL	AND PK/L	03/31/2	016	Regular		0.00	64.00	178237
032916	•	03/29/201		United Way		0.00		64.00	

Bank Code AP Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	7	7	0.00	15,774.55
Manual Checks	0	0	0.00	0.00
Volded Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	7	7	0.00	15,774.55

Check Register

Fund Summary

 Fund
 Name
 Period
 Amount

 99
 POOLED CASH FUND
 3/2016
 15,774.55

 15,774.55
 15,774.55



Check Register

Packet: APPKT00786 - 20160322 2

By Check Number

Vendor Number	Vendor DBA Name	Paymer	ıt Date	Payment Type	Discount Amou	int Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	1	Discount Amount	Payable Amount	
Bank Code: PAYROLL-PA	AYROLL BANK						
11177	ILL MUNICIPAL RETIREMEN	IT FUND 03/22/2	2016	Bank Draft	0.	.00 40,534.92	DFT0001011
IMRF March 201	invoice	03/18/2016	IMRF 03/18/16		0.00	40,534.92	
12825	ICMA RETIREMENT TRUST	#705568 03/22/2	2016	Bank Draft	0.	.00 405.00	DFT0001012
ICMA Roth 03181	Invoice	03/18/2016	Wire Transfer ICMA	. Roth	0.00	405.00	
11161	ICMA RETIREMENT TRUST			Bank Draft		.00 8,177.77	DFT0001013
ICMA 457 03181	invoice	03/18/2016	Wife transfer iCNIA	457 Deferred Comp	0.00	8,177.77	

Bank Code PAYROLL Summary

	Payable	Payment		
Payment Type	Count	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	49,117.69
EFT's	0	0	0.00	0.00
-	3	3	0.00	49,117.69

Check Register Packet: APPKT00786-20160322 2

Fund Summary

 Fund
 Name
 Period
 Amount

 99
 POOLED CASH FUND
 3/2016
 49,117.69

 49,117.69
 49,117.69



Check Register Packet: APPKT00790 - 20160328 2

By Check Number

Vendor Number	Vendor DBA Name	Paym	ent Date	Payment Type	Olscount Amour	nt Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Descript	ion	Discount Amount P	ayable Amount	
Bank Code: PAYROLL	PAYROLL BANK						
10058	AFLAC	03/28	/2016	Bank Oraft	0.0	0 1,478.28	DFT0001025
<u>AFLAC 032516</u>	Invoice	03/25/2016	AFLAC 03/25/16		0.00	1,478.28	

Bank Code PAYROLL Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
rayment the	Count	Count	Discount	i agricent
Regular Checks	0	0	0.00	0.00
Manual Checks	0	o	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	1,478.28
EFT's	Q	0	0.00	0.00
	1	1	0.00	1,478.28

Packet: APPKT00790-20160328 2

Fund Summary

 Fund
 Name
 Period
 Amount

 99
 POOLED CASH FUND
 3/2016
 1,478.28

 1,478.28
 1,478.28



Check Register Packet: APPKT00788 - 20160323 1

By Check Number

Vendor Number	Vendor DBA Name	Payme	nt Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Descripti	on	Discount Amount Paya	bie Amount	
Bank Code: AP-AP BA	/K						
10313	BOA P-CARD STATEMENTS	03/23/	201 6	Bank Draft	0.00	205,595.77	DFT0001024
<u>030716</u>	Invoice	03/07/2016	P-Card with PA		0.00	205,595.77	

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	205,595.77
EFT's	0	0	0.00	0.00
-	1	1	0.00	205,595,77

Check Register

Fund Summary

 Fund
 Name
 Period
 Amount

 99
 POOLED CASH FUND
 3/2016
 205,595.77

 205,595.77
 205,595.77

Vendor Name	Transaction Count	Amount Total
2689 PBC ELK GROVE IL	1	\$1.75
4IMPRINT	4	\$1,685.50
ADAMANT BARBELL	1	\$499.00
ADOLPH KIEFER AND ASSO	1	\$297.14
ADVANTIDGE, INC.	1	\$20.93
AED SUPERSTORE	1	\$250.20
AIR COMFORT CORPORATIO	6	\$3,882.00
AMAZON MKTPLACE PMTS	22	\$876.08
Amazon Services-Kindle	1	\$11.99
Amazon.com	4	\$179.39
American Canoe Associa	1	\$65.00
AMERICAN HOTEL REGISTE	1	\$121.56
AMERITEX	1	\$77.00
AMZ lucidpromotions	2	\$182.68
ANIMOTO INC	1	\$264.00
APL ITUNES.COM/BILL	7	\$94.51
APL APPLEONLINESTOREUS	3	\$3,225.82
AQUA VISIONS AQUATIC S	1	\$163.40
ARC SERVICES/TRAINING	2	\$140.00
ATT BUS PHONE PMT	4	\$2,080.10
AVALON PETROLEUM	2	\$3,501.42
AWARDS CO	1	\$36.49
BARRACUDA NETWORKS INC	1	\$400.00
BAXTER SALES CO INC	1	\$118.28
BED BATH & BEYOND #32	1	\$115.92
BIRTHDAY DIRECT	1	\$17.30
BLICK ART 800 447 1892	1	\$324.90
BLS SPAMTITAN	1	\$180.00
BOXWOOD TECHNOLOGY	1	\$70.00
BP#8936460LAKE & SKQPS	1	\$20.00
BTSI	1	\$1,601.20
BUCK BROS INC LIBERTYV	3	\$699,35
BUFFOS	1	\$156.55
BURRIS EQUIPMENT CO	1	\$67.35
CAM CAMPMOR MAILORDER	3	(\$1,203.90)
CareerBuilder	1	\$419.00
CBS BCASTING CHICAGO	1	\$2,500.00
CERAMIC SUPPLY CHICAGO	1 .	\$39.00
CHICAGO BOTANIC GARDEN	1	\$120.00
CITY OF HIGHLAND PARK	2	\$535.00
CLAIM ADJ/CB MONTGOMERY	1	(\$166.90)
CLIFFORD WALD AND COMP	2	\$2,266.37
CLUCKERS CHARCOAL CHIC	1	\$101.94
COLLEGE OF LAKE CO ADM	1	\$250.00
COMCAST CHICAGO	1	\$144.85
COMCAST CHICAGO CS 1X	9	\$1,332.49
CONSERV FS INC	1	\$195.00
CRAFTWOOD LUMBER & HAR	46	\$1,358.91
CRAIGSLIST.ORG	1	\$45.00
CTC CONSTANTCONTACT.CO	1	\$195.00

A) (A) (B) (A) (B) (A) (A) (B) (B) (B) (B) (B) (B) (B) (B) (B) (B		40.00
CVS/PHARMACY #04787	2	\$9.39
CYGANY INC	1	\$560.00
DBC BLICK ART MATERIAL	1	\$21.71
DEERFIELD AUTO & TIRE	1	\$355.00
DIRECT FITNESS SOLUTIO	4	\$732.00
DISPLAYS2GOCOM	2	\$220.47
DNH GODADDY.COM	1	\$299.99
DOLRTREE 3649 00036491	1	\$19.00
DOMESTIC UNIFORM IL	. 1	\$145.20
DOMINO'S 2765	1	\$78.17
Douglas Vacuum & Aller	1	\$35.98
DTV DIRECTV SERVICE	2	\$499.96
ECOLAB CENTER	1	\$344.44
EIG FATCOW	1	\$168.39
EMERGENCY MEDICAL PROD	1 .	\$1,255.95
EREPLACEMENTPARTS.COM	1	\$318.73
EXXONMOBIL 97473870	1	\$4.05
FACEBK BMGF69W3D2	1	\$592.89
FACEBOOK XFFJH86Q62	1	\$22.45
FEDEX 98270888	1	\$24.56
FERGUSON ENT #1550	1	\$79.13
FISH TECH	3	\$40.35
G AND O THERMAL SUPPLY	2	\$63,14
GCSAA EIFG 8004727878	. 1	\$375.00
GOODWIN & ASSOCIATES H	1	\$74.00
GOOGLE SVCSAPPS PDHP-	1	\$4.15
GREEN CLEAN XL	1	\$89.00
GROWER EQUIPMENT & SUP	1	\$942.19
HALOGEN SUPPLY COMPANY	2	\$581,40
HARLEM WIZARDS	1	\$1,125.00
HARRELLS LLC	2	\$0.00
HESCO INC	2	\$271,80
HIGHLAND PARK FORD LIN	2	\$862.62
HIGHLAND PARK UTILITY	8	\$404.07
HUMPHRYS COVER SPORTS	1	\$303.52
IDLEWOOD ELECTRIC S-HP	4	\$147.08
IDU INSIGHT PUBLIC SEC	8	\$32,609.53
IL - FORNO PIZZERIA, I	4	\$370.30
IL WEB NFP ART INCORP	1	\$77.75
ILLINOIS BASSET COURSE	2	\$29.50
ILLINOIS GOVERNMENT FI	1	\$300.00
ILLINOIS PARK RECREAT	5	\$579.00
IMPACT MARKETING BALLO	1	\$450.00
IN EXTRACTOR CORPORAT	1	\$215.00
IN GROWING SOLUTIONS,	1	\$3,625.00
IN PERFORMANCE BOAT C	1	\$224.40
INTERNATIONAL TRANSACTION	1	\$1.44
IPRA	2	\$330.00
J2 EFAX SERVICES	1	\$33.90
JET.COM	4	\$87.38
JEWEL #3459	22	\$710.56
DEVVEL #3438	44	φε 10.50

JO GALLOUP	1	\$128.92
JO-ANN ETC #2057	3	\$32.65
JOHN DEERE LANDSCAPESO	2	(\$128.25)
JOHN M. ELLSWORTH CO I	3	\$580.45
K2AWARDS AND APPARE	1	\$35.94
LA CASA DE ISAAC/MOISH	1	\$264.16
LAKESHORE LEARNING #33	1	\$69.21
LAKESHORE RECYCLING SY	1 1	\$1,851.87
LAKESIDE GLASS & M	3	\$1,188.00
LEW'S HIGHWOOD CITGQ39	1	\$11.70
LIDS TEAM SPORTS 621	15	\$9,097.83
LIFE FITNESS	6	\$907.61
LITTLE CAESARS 2088-00	1	\$60.00
LOOMIS	1	\$689.38
MAILCHIMP	1	\$150.00
MANTONCORK	1	\$191.60
MARIANOS 00085332	3	\$45.55
MARK VEND CO.	1	\$165.60
MARKETINGPROFS	1	\$195.30
MARTINPETERSEN CO	2	\$800.12
MASTER CLEANERS	2	\$64.00
MASTER-BREW BEVERAGES	2	\$306.45
MENARDS GURNEE IL	2	\$119.15
MENONI AND MOCOGNI	4	\$1,386.20
MICHAELS STORES 2037	3	\$41.74
MICHAELS STORES 5018	1	\$46.57
MICHAELS STORES 5019	1	\$26.00
MICHAELS STORES 9961	1	\$10.98
MIDCO INC	1	\$46.80
MIDWEST ASSOC GCS	1	\$180.00
MS TEDDY BEAR	1	\$342.45
MUTUAL ACE HARDWARE &	39	\$1,425.47
NAPA AUTO PARTS	12	\$899.70
NATIONAL RECREATION &	2	\$110.00
NATL/PADGET 8006825061	1	\$349.00
NET INC	1	\$1,725.00
NEVCO INC	1	\$300.92
NORMAN CARLSON CORPORA	1	\$46.65
NORTHSHORE PHYSICIAN	2	\$302.00
OFFICEMAX/OFFICEDEPOT6	1	\$4.72
ONE DAY SHOOTOUTS	1	\$980.00
ORIENTAL TRADING CO	1	\$25.98
ORIGINAL COUNTRY DONUT	1	\$19,20
OVERSEAS HARDWOODS COM	1	\$2,008.60
	1	\$20.75
PALOS SPORTS	1	\$137.48
PANERA BREAD #204019	•	\$49.15
PANERA BREAD #204027	1	-
PANERA BREAD #4027	1	\$30.80 (\$00.26)
PAPER DIRECT	1	(\$99.26)
PARTY CITY	5	\$383.14
PAYPAL DENNIS	1	\$25.50

PDRMA	5	\$349.00
PITMAN	1	\$278.32
POS Remarketing Group	1	\$104.68
POTBELLY #42	3	\$358.70
PRESTIGE FLAG	1	\$616.42
RADIOSHACK COR00164103	2	\$40.98
RAVINIA PLUMBING AND H	1	\$224.00
READY CARE-PURE FIJI	1	\$199.12
READYREFRESH BY NESTLE	2	\$162.84
REINDERS - FRANKLIN PA	1	\$69,650.59
REINDERS - SUSSEX CS	3	\$1,792.49
REVDANCE/TENTH HOUSE	1	\$752.80
RIDDELL ALL AMERICAN	1	•
RYDIN DECAL- MOTO	; 1	\$1,770.33
SANTO SPORT STORE	1	\$703.67
		\$70.43
SEILER INSTRUMENT	1	\$498.00
SHELL OIL 57444090906	3	\$91.60
SIGN COMPANY	1	\$193.77
SIGNSDIRECT	1	\$67.14
SMITHEREEN PEST MANAGE	2	\$105.00
SOUTHWES 5262181521713	1	\$322.97
SPORTSMITH	1	\$102.82
SPRINT WIRELESS	1	\$1,832.31
SQ BENT FORK BAKERY	1	\$678.94
SQ EISENDRATH INC.	1	\$213.98
SQ NON-STOP ENTERTAIN	1	\$61.01
SQ NON-STOP ENTERTAIN	1	(\$46.02)
SQ US TOY & CONSTRUCT	1	\$48.57
STANGCO INDUSTRIAL EQU	1	\$178.00
STAPLES 00118616	11	\$275.32
STICKERSBANNERS	1	\$440.99
SUNSET FOODS #1	3	\$59.88
TARGET 00008334	1	\$58.11
TARGET 00011676	2	\$18.42
TARGET 00011684	15	\$619.43
TEE TIME- EZLINKS	1	\$69.00
THE FLOLO CORPORATION	1	\$50.00
THE HOME DEPOT 1926	3	\$256.29
THORNTONS #312	2	\$54.41
TLF BELLES WONDERLAND	1	\$50.00
TRIBUNE PUBLISHING COM	1	\$130.69
TYCOINTEGRATEDSECURITY	1	\$1,393.00
UBER TECHNOLOGIES INC	1	\$8.16
UPS 1ZDJT4040395021417	1	\$11.34
US FIGURE SKATING	1	\$104.50
US SAFETY & SUPPLY COM	1	\$531.13
USA SKYPANELS INC	2	\$481.15
USPS 16360600333301813	3	\$9.58
VICTORYSTORE.COM	1	\$303.15
WALGREENS #5428	i	\$15.96
WAL-MART #3893	5	\$120.33
	•	¥120.00

WAREHOUSE DIRECT	44	\$6,998.91
WETPAINTPRINTING	1	\$172.16
WETPAINTPRINTING	1	(\$20.00)
WHENTOWORK INC	1 .	\$30,00
WSG WILSON SPTG GDS	3	\$976.52
WW GRAINGER	3	\$597.33
WWW.ISTOCK.COM	1	\$141.10
XO COMMUNICATIONS	1	\$275.44
XTREME HOCKEY HP	1	\$1,095.72
YOGA ACCESORIES	1	\$464.40
YOUR ADVANTAGE II LTD	1	\$206.00
ZIPRECRUITER, INC.	1	\$249.00
тот	AL	\$ <u>2</u> 05,595.77