

# **NOTICE OF REGULAR MEETING**

**Wednesday, December 14, 2022**

**Regular Meeting**

**6:00 pm**

Park District of Highland Park  
Board of Park Commissioners  
636 Ridge Road, Highland Park, IL 60035  
[Live Stream Video Link](#)

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## **REGULAR MEETING AGENDA**

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. ADDITIONS TO THE AGENDA**

**IV. PUBLIC HEARING FOR THE SUPPLEMENTAL AND TAX LEVY ORDINANCES**

**V. PUBLIC COMMENT FOR ITEMS ON AGENDA**

For public comment, members of the public can attend the virtual meeting so they may have the opportunity to speak during the public comment period.

If you wish to speak during the virtual meeting, [click here to register](#).

Registrants will receive an email with meeting access information from [it@pdhp.org](mailto:it@pdhp.org).

Anyone wishing to speak during the public comment period of the virtual meeting will need to use the "Raise Hand" function in Zoom to indicate that they would like to speak. The Board President or Board Secretary will call on registrants who have activated the "Raise Hand" feature in alphabetical order.

**VI. CONSENT AGENDA**

- A. Approval of the Minutes from November 4, 2022 Facility & Recreation Committee Meeting**
- B. Approval of the Minutes from November 9, 2022 Special Meeting**
- C. Approval of the Minutes from November 9, 2022 Workshop Meeting**
- D. Approval of the Minutes from November 16, 2022 Regular Meeting**
- E. Approval of the Minutes from November 30, 2022 Finance Committee Meeting**
- F. Approval of the Minutes from December 6, 2022 Finance Committee Meeting**
- G. Approval to Purchase a 2023 Capital Replacement Backhoe**
- H. Approval of the 2023 Highland Park Pops Affiliate Organization Agreement**
- I. Approval of the 2023 Highland Park Strings Affiliate Organization Agreement**
- J. Approval of the 2023 Highland Park Players Affiliate Organization Agreement**
- K. Approval of the 2023 American Youth Soccer Organization Affiliate Agreement**
- L. Approval of the 2022 Centennial Ice Arena Sound & Video Equipment Replacement Bid**
- M. Approval of Resolution #2022-08 Authorizing a Contract for Procurement of Park Vehicles**
- N. Approval of the 2023 Uptown Music Theater of Highland Park Affiliate Organization Agreement**
- O. Approval of the 2023 License Agreement between the Park District of Highland Park and the North Shore Yacht Club**
- P. Approval of the 2023 Dehumidification System Replacement for the Recreation Center of Highland Park Indoor Pool Bid**
- Q. Bills and Payroll in the amount of \$6,682,022.36**

**VII. FINANCIAL FORECASTS TREASURER'S REPORT**

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## **VIII. UNFINISHED BUSINESS**

- A. Approval of the Donation and Naming Rights Agreement**
- B. Approval of Resolution #2022-09: Authorizing the Mutual Exchange of Real Estate Property and Intergovernmental Agreement Between the Board of Education of NSSD112 and the PDHP to Mutually Exchange Real Estate**
- C. Approval of Ordinance #2022-06 - Supplemental Tax Levy for Debt Service for 2022**
- D. Approval of Ordinance #2022-07 - Tax Levy for 2022**
- E. 2023 Proposed Budget and the Budget and Appropriation Ordinance**

## **IX. NEW BUSINESS**

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

## **X. OTHER BUSINESS**

## **XI. OPEN TO PUBLIC TO ADDRESS THE BOARD**

## **XII. CLOSED SESSION PURSUANT TO THE FOLLOWING SECTIONS OF THE OPEN MEETINGS ACT:**

Section 2(c)1: The employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body; 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.

## **XIII. ACTION FROM CLOSED SESSION IF ANY**

## **XIV. ADJOURNMENT**

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

**MINUTES OF A THE FACILITY & RECREATION COMMITTEE MEETING  
OF THE PARK DISTRICT OF HIGHLAND PARK  
HELD ON NOVEMBER 4, 2022 at 8:01 AM**

**Present:** Commissioner Bernstein, Commissioner Ruttenberg, Vice President Freeman

Commissioner Kaplan joined the meeting at 8:08 a.m.

**Absent:** President Grossberg

**Also, Present:** Executive Director Romes; Director Smith; Director Carr; Director Voss; Director Gogola; Director Peters; Assistant Director Maliszewski, Manager Schwartz; Coordinator Hejnowski

**Guest Speakers:** Gilbane Construction: David Norris, Project Executive; Stewart Norris

Holabird and Root: Rusty Walker, AIA, LEED AP; Max Hanisch, Senior Project Architect; Eric Risinger, AIA Principal

**Additions to the Agenda**

None.

**West Ridge Park and Site Project Update**

Mr. Risinger and Mr. Hanisch, Holabird and Root, reported that the purpose of today's discussion is to better understand the feasible building size and type and to review renovation and new construction options.

**1. *\$15million Renovation***

Includes selective demolition and adding a new program area for gymnastics. 26,210 of the current facility footprint will be renovated. Not all areas will be renovated. Holabird and Root will work with staff and the Park Board to determine which areas will be excluded from the renovation. This will be a phased approach to limit the amount of disruption to staff and programming, however, this extends the project timeline.

**2. *\$15million New Building***

Achieve new strategically designed square footage with multiuse options. Aggressive sustainability goals can be accomplished with new construction, even with a reduction in the square footage of the entire facility. Operations and programs continue uninterrupted. A site map was shared to display where the new building would be constructed. This proposed location for the new building provides a buffer and alleviates traffic from the nursery school.

**3. \$14million Fire, Life Safety, and ADA Upgrades to the Current Facility**

Renovation of the entire facility, however, the building plan will not change, unless required to accommodate fire, life safety, and ADA upgrades. An accessibility study will be conducted to determine what components are needed. This does not include lockdown protection from intruders.

Commissioner Ruttenberg would like to know if sustainability components are included.

Mr. Walker reported energy costs will remain the same or increase in this option since mechanicals are not changing.

Mr. Hanisch reported some storage space could be lost in this option.

Mr. Risinger and Mr. Hanisch reported that our goal is to be under \$400 a square foot and not hit the \$15 million budget cap if options 1 or 2 are selected. Holabird and Root recommend option 2, New Building.

Commissioner Bernstein would like to know which options include site work.

Mr. Risinger reported that option 2, New Building, includes site work, primarily hardscape.

Commissioner Bernstein would like to know if the second option is a multi-level facility.

Mr. Risinger reported that the new building would be a single level, to help reduce costs.

Commissioner Bernstein would like to know the process if the gymnasium was renovated at a future date.

Mr. Risinger reported that it would be designed as an alternate.

Commissioner Bernstein would like to know the project timelines for options 1 and 2.

Mr. Risinger reported option 1, Renovation, is 8 – 9 months. Option 2, New Building, is 14 months.

Commissioner Ruttenberg would like staff to evaluate the needs of the community and programming for this facility. A lot is changing in the school district, which could impact early childhood programming needs. Is senior programming needed for this facility?

Commissioner Bernstein would like to know if remedial stormwater management is needed at the site.

Mr. Risinger reported that from the preliminary study nothing additional was found, however, there will be more impervious surfaces.

Facility & Recreation Committee Meeting Minutes  
November 4, 2022

Commissioner Bernstein would like to know if the existing parking lot along Ridge Road is sufficient based on the findings from the parking analysis.

Mr. Hanisch reported that the existing lot does not accommodate programming needs. The existing parking lot along Ridge Road will be leveraged, and the north lot will be reconfigured to accommodate programming needs.

Commissioner Bernstein would like to know staff's recommendation.

Executive Director Romes reported option 1, Renovation, does not address the entire building, so staff are recommending option 2, New Building, and conducting pro-forma to identify priority spaces. Furthermore, staff will explore grant options to help support unfunded components that will be renovated in the future.

Commissioner Bernstein would like to know the optics of the taxpayers when renovating or constructing a new facility.

Mr. Risinger and Mr. Walker reported, historically, renovations receive negative feedback due to the high costs and minimal changes when compared to a new building.

Vice President Freeman is in favor of renovating the gymnasium in the future since gymnastics currently has a home at Lincoln School.

Commissioner Bernstein would like to know if Holabird and Root have constructed similar projects.

Mr. Risinger reported that Holabird and Root just completed a 75,000-square-foot Community Center. Holabird and Root can work with staff to determine costs per square foot vs. revenue generation from programs.

Commissioner Ruttenberg would like to differ the next presentation until the proforma is conducted and reviewed with the Park Board.

Commissioner Kaplan is leaning toward option 2, New Building, however, he wants gymnastics included in the new construction vs. adding it as an alternate to a future renovation.

Commissioner Bernstein would like to access as much of the site as possible and renovate the gymnasium in the future. Money saved from the gymnasium could be used on the ball fields, etc.

Staff received consensus from the Facility and Recreation Committee to conduct a proforma.

**Other Business**

Facility & Recreation Committee Meeting Minutes  
November 4, 2022

None.

**Open to the Public to Address the Board**

None.

**Adjournment**

The meeting adjourned at 9:25 a.m.

Respectfully submitted,

Roxanne Hejnowski, Assistant Secretary

**PARK DISTRICT OF HIGHLAND PARK  
BOARD OF PARK COMMISSIONERS  
MINUTES OF SPECIAL MEETING  
NOVEMBER 9, 2022**

The meeting was called to order at 5:01 p.m. President Grossberg.

**ROLL CALL**

**Present:** Commissioner Bernstein, Commissioner Kaplan, Commissioner Ruttenberg, Vice President Freeman, President Grossberg

**Absent:** None

**Staff Present:** Executive Director Romes; Director Carr; Director Smith; Assistant Director Maliszewski; Manager Schwartz; Manager Johnson; Coordinator Hejnowski

**Guest Speakers:** Derek Price, Attorney Ancel Glink

**ADDITIONS TO THE AGENDA**

None.

**PUBLIC COMMENT FOR ITEMS ON THE AGENDA**

None.

**CLOSED SESSION**

A motion was made by Commissioner Kaplan and seconded by Vice President Freeman to go into Closed Session pursuant to Section 2(c) 11 – litigation against or on behalf of the District or where the District finds that an action is probable or imminent; and 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

**Roll Call:**

**Aye:** Commissioner Bernstein, Commissioner Kaplan, Commissioner Ruttenberg, Vice President Freeman, President Grossberg

**Nay:** None

**Absent:** None

**Abstain:** None

**Motion Carried**

Special Meeting Minutes  
November 9, 2022

Meeting was adjourned into closed session at 5:06 p.m.

Meeting was reconvened into open session at 6:04 p.m.

**ACTION FROM CLOSED SESSION IF ANY**

No action was taken from Closed Session.

**ADJOURNMENT**

A motion was made by Commissioner Kaplan and seconded by Commissioner Ruttenberg and approved by a unanimous vote. The Board Meeting adjourned at 6:05 p.m.

Respectfully submitted,

Roxanne Hejnowski, Assistant Secretary

**PARK DISTRICT OF HIGHLAND PARK  
BOARD OF PARK COMMISSIONERS  
MINUTES OF WORKSHOP MEETING  
NOVEMBER 9, 2022**

The meeting was called to order at 6:06 p.m. by President Grossberg.

**ROLL CALL**

**Present:** Commissioner Bernstein, Commissioner Kaplan, Commissioner Ruttenberg, Vice President Freeman, President Grossberg

**Absent:** None

**Staff Present:** Executive Director Romes; Director Smith; Director Peters; Director Voss; Director Carr; Director Gogola; Director Kopka; Assistant Director Maliszewski; Assistant Director Murrin; Superintendent/Manager Ochs; Manager Schwartz; Manager Johnson; Accountant Moraru; Supervisor Lawler; Coordinator Hejnowski

**Guest Speakers:** David Greenberg, District Deputy Grand Master of the First Northeastern District of Ancient Free and Accepted Masons of the State of Illinois

**ADDITIONS TO THE AGENDA**

Executive Director Romes introduced David Greenberg, District Deputy Grand Master of the First Northeastern District of Ancient Free and Accepted Masons of the State of Illinois will be donating life-saving materials to the Park District as part of the “Stop the Bleed” Program.

Mr. Greenberg reported that he is here this evening on behalf of the A.O. Fay Lodge's Worshipful Master, Gerald Fortune, with a plan to help allay the fears by providing life-saving materials ("materials") which could be deployed in the event of a traumatic emergency before the First Responders are able to get on-scene, and also to provide the First Responders with additional supplies needed to respond to a mass-casualty event.

The materials are comprised of pre-packed trauma kits which meet the requirements of the Department of Defense's (DOD) Stop the Bleed (R) program. Each kit contains Protective Gloves, Trauma Shears, CAT6 Tourniquet, Sharpie Marker for recording the time the tourniquet was applied, Compressed gauze for packing wounds, Emergency Trauma Bandage, Vented Chest Seal, Bleedstop powder, Burnshield Ointment, and Bleeding Control Reference Card.

Their local donation is intended for the Highland Park Police Department, Highland Park Fire Department, City of Highland Park CERT Members, and the Park District of Highland Park. It includes Portable Stop the Bleed kits in paramedic-style bags, each of which contains 8 individual kits and individual Stop the Bleed Kits in resealable mylar bags.

The A.O. Fay Lodge is donating two portable bag kits to the Park District of Highland Park (total: 16 individual kits), two portable bag kits to the Highland Park Police Department (total: 16 individual kits),

three portable bag kits to the Highland Park Fire Department (total: 24 individual kits; one for each of the Stations), fifteen individual kits to the Highland Park CERT, four relocatable outdoor stations with polycarbonate cabinet, appropriate signage, and a portable bag kit within the cabinet (total: 32 individual kits). The outdoor stations are affixed to portable basketball hoops with weighted bases, which have been modified to hold the portable bag kit. We believe that they could be deployed at the beginning- and end points of the parade, as well as at additional equidistant points along the parade route.

As an added benefit, by not being permanently affixed, the stations can be relocated to other events which the City or Park District may hold.

Although we sincerely hope the need never arises and the kits simply gather dust, the donation comprises 103 trauma kits to be utilized to help save lives in the event of a traumatic incident at a City or Park District event, and that the presence of these items may help some to set aside their fear and continue to attend the Parade.

The materials detailed hereinabove for the City and Park District of Highland Park totaling approximately \$9,730.00 are our gift to our community and its residents, nothing more, nothing less.

The Park Board of Commissioners and Executive Director Romes thanked Mr. Greenberg and the A.O. Fay Lodge for their generous donation.

**PUBLIC COMMENT FOR ITEMS ON THE AGENDA**

None.

**TRUTH IN TAXATION RESOLUTION #2202-07**

***Tax Levy Schedule/Timeline***

Director Peters reported that staff are here today to present the recommended tax levy and the supporting Truth in Taxation Resolution. On November 16, staff will request approval from the Park Board of Commissioners to pass the Truth in Taxation Resolution. On December 8, a public hearing notice will be publicized in the local papers regarding the Park District's Truth in Taxation Resolution. On December 14 there will be a public hearing where staff will request that the Park Board of Commissioners approve and pass the Tax Levy Ordinance. Finally, on December 15, staff will file the District's approved Tax Levy Ordinance with Lake County.

***Tax Revenue vs. Operating Revenue***

In 2019, property taxes accounted for 53% of the District's revenue vs. operations which was 47%. During the pandemic (2020), property taxes accounted for 66% of the District's revenue. In 2021, property taxes accounted for 56% of the District's revenues.

***Tax Refresher***

Director Peters reported that the purpose of the tax levy is to appropriate necessary funds to support mission-critical community assets and services which include repairing and replacing \$42 million in capital assets, \$30 million in capital improvements (\$25 million is currently unfunded), and cost for operational maintenance to support 45 parks, 4 lakefront properties, and nearly 800 acres of open space and 11 facilities.

***Tax Levy Considerations***

Director Peters provided a summary of things to consider when making decisions regarding the tax levy, such as uncollected tax revenue cannot be recaptured in future years if the Park Board of Commissioners freezes taxes, increasing the levy by the CPI and new growth avoids a negative impact on all future levies and long-term funding for capital repair and replacement, the tax cap limits the District's ability to keep up with inflation, the District would be giving up revenue without an alternative source to replace it, which will have a compounding negative impact on the District's ability to maintain community infrastructure, resources, services, and amenities, not levying the allowable increase will decrease the District's fund reserves, which could have a negative effect on our District's Triple-A bond rating, thus costing the District more to borrow money and not being good stewards of community assets.

***Tax Levy Factors***

Regarding the General and Recreation Funds, the current tax law restricts park districts to limit increasing their levy by CPI or 5%, whichever is lower; the CPI factor is automatically adjusted through economic conditions. The CPI for 2022 is 7%. The most significant impact has been on projects since several bids have been coming over budget. Another thing to consider is new growth, which accounts for new property that cannot be accessed in future years. As of October 19, 2022, new growth is estimated at \$18 million so staff are recommending that number to increase to \$25 million come the end of the year. The last thing to consider is the equalized assessed valuation (EAV). As of September 1, 2022, the EAV is 4.3%. As for the Special Recreation Fund, the tax is .04%.

When looking at a property tax bill for a \$685,000 homeowner, the estimated tax increase is \$5.67 per month. When comparing percentages on your tax bill, the Park District truth in taxation levy increase is 6.9%, the City of Highland Park is taxing 6.7%, School District 112 is taxing 5.98%, and School District 113 is taxing 5.91%. Furthermore, over 60 neighboring park districts were surveyed, and all except for two plan to levy more than 5% this year.

***Truth in Taxation Calculation and Resolution Reviewed by PMA***

Director Peters provided a brief report of the factors used to determine the truth in taxation calculation.

***Tax Cap General fund***

For the current fiscal year, Lake County provided the Park District with a \$5.8 million extension. Staff are recommending levying \$6.2 million for 2023, a 6.83% increase.

***Tax Cap Recreation fund***

For the current fiscal year, Lake County provided the Park District with a \$5.5 million extension. Staff are recommending levying \$5.9 million for 2023, a 7.27% increase.

***Special Recreation***

For the current fiscal year, Lake County provided the Park District with a \$931,842 extension. Staff are recommending levying \$990,000 for 2023, a 6.24% increase.

Overall, the Park District had a \$12.3 million extension for the current fiscal year. Staff are recommending levying \$13.1 million for 2023, for a 6.99% change to the Truth in Taxation (5% accounts for the CPI, and the remaining is new growth).

***Key Considerations***

The Park District's Tax Levy increase will be less than the 7% CPI and the recent 9% inflation. A 5% levy, plus new growth will provide Park District with the revenue to sustain its operation and address increases in minimum wage and salaries, construction, materials and supplies, and utilities. As a reminder, the Park District has more than \$25 million in unfunded capital expenditures, so staff's recommendation will continue to focus on equity, alternative revenue sources, and grant-in-aid scholarships.

At the November 16 Regular Meeting, Staff are recommending the Park Board of Commissioners approve the Truth in Taxation Resolution #2022-07, where the estimated percentage increase in the proposed 2023 aggregate levy over the amount of real estate taxes extended upon the final 2022 aggregate levy based on 5% tax cap and anticipated growth is 6.99%.

***Supplemental Property Tax Levy for the Debt Service Fund***

Mr. Lewis reported that the debt service fund has a separate tax levy outside of the operating funds to pay off the debt service on the District's general obligation bond. The amount is determined at the time the bonds are sold. If the Park Board of Commissioners were to approve a 5% tax levy on the CPI, the subsequent years would increase by an additional 1.5% of the amount able to be levied. Furthermore, a Supplemental Ordinance would not be needed next year since the CPI is higher than the amount assumed when the bonds were structured and sold.

Director Peters reported that there are roughly 30,000 residents in Highland Park, it is an increase of \$2.00 for every homeowner. Furthermore, a public hearing shall be scheduled at the December 14 Regular Meeting, with the anticipated passing of the Tax Levy Ordinance and Supplemental Property Tax Levy for the Debt Service Fund.

Commissioner Bernstein would like to know if the District can request more money in 2024 for the bond issuance.

Mr. Lewis reported that the District has the ability to borrow more money in 2024.

President Grossberg supports staff's recommendation for the tax levy; however, he may want to waive the supplemental property tax levy and have the Park District cover those costs through operations.

Commissioner Bernstein would like to know if the Park Board of Commissioners is in favor of reducing programming and closing facilities to reduce the tax levy.

Vice President Freeman, Commissioner Ruttenberg, and Commissioner Kaplan feel the community's need for park district programming increases with inflation since park district programs are more affordable than programs offered by private competitors. They are opposed to reducing programs and closing facilities, they support staff's recommendation for the tax levy and the supplemental property tax levy. Conversely, they prefer to increase property taxes on the entire community instead of penalizing users by significantly increasing program fees.

**Draft Five-Year Capital Plan Review**

Director Smith provided an overview this evening since the plan was reviewed line by line at the October 11 Finance Committee Meeting.

***Tier 1: Safety/Legal Compliance***

Any investment where the primary purpose is to correct a safety hazard or is pursuant to a legal contract, ordinance, or law.

***Tier 2: Critical Repair/Replace Existing Items***

A project fits this criterion if it is an existing asset that is in critical condition. An asset is defined as critical if it meets one or more of the following criteria: If not addressed in the proposed year it may pose a safety hazard; If not addressed and fails, it could lead to a larger expense and/or impact programming/recreation.

***Tier 3: Scheduled Replacement***

A project fits this criterion if it is an existing asset that is recommended for replacement and has reached its useful life.

***Tier 4: Improve Existing Items***

These projects improve built environment, parkland, or equipment that staff recommend improvement, but the recommended improvement would have limited or no impact on status quo operations. These projects are proactive in nature and keep the District looking fresh, up to date, or benefit existing recreation offerings.

***Tier 5: New***

Projects that are adding capacity/programming or altering current conditions. Not completing these projects would have no impact on the District's status quo.

***Tier 6: Unfunded***

Identified projects that do not have confirmed funding. May require alternative funding strategies.

Director Smith reported that the total budget for 2023 is \$11.3 million, \$205,000 is for district-wide/annual projects, \$279,000 is for technology, \$676,721 for parks equipment, and \$2.9 million for parks. When examining parks and facilities, \$2.1 million is budgeted for Centennial Ice Arena, \$445,000 for Deer Creek Racquet Club, \$100,000 for the Golf Learning Center, \$112,000 for Heller Nature Center, \$1 million for Hidden Creek AquaPark, \$1.3 million for Park Avenue Beach and Boating Facility, \$859,655 for the Recreation Center of Highland Park, \$1.2 million for Sunset Valley Golf Club, and \$990,000 for West Ridge Center.

**APPROVAL OF CENTENNIAL ICE ARENA RENOVATION PROJECT CHANGE ORDER #5**

Manager Schwartz reported that the Centennial Ice Arena Renovation Project includes removal and replacement of the existing fascia at the front entrance of the building. The fascia is the band under the roof edge that is visible to patrons. During design, it was identified that additional portions of the fascia were starting to deteriorate, and funds were earmarked in the five-year capital repair and replacement plan to address these sections. Though, as the Park District is proceeding with construction, the team requested pricing from Stuckey Construction to consider possible efficiencies to conduct the needed work along the east facade of the building as part of the larger project. Staff will present the proposed scope of work and pricing.

As for the financial impact, \$200,000 is currently earmarked in 2024 of the Five-Year Capital Plan for this work. Staff propose to spend these funds now to gain efficiency in implementing the project. This work would not impact the Centennial Ice Arena Renovation Project contingency budget.

A motion was made by Commissioner Kaplan and seconded by Commissioner Ruttenberg to approve the Centennial Ice Arena Renovation Project Change Order #5 in the amount of \$184,295 for East Facia Improvements.

### **CONSTRUCTION PROJECT UPDATES**

#### ***A. Danny Cunniff Park Pond Deck Removal Project***

Manager Schwartz shared images of the gazebo and pond deck at Danny Cunniff Park. Both items were installed in the 1980s and over the last 5 years staff have identified heaving. Based on findings from a structural analysis, staff will be removing the gazebo and deck and restoring the surrounding natural areas.

#### ***B. Centennial Ice Arena Facility and Site Renovations project***

Manager Schwartz shared images of the drainage renovations and site repairs for the parking lot. She is pleased to report that the District was awarded \$38,000 from Storm Water Management to help cover some of the drainage renovations. She also shared images of the facility renovations, reporting that the project is moving smoothly.

#### ***C. Centennial Ice Arena Ice Rink Floor Replacement project***

Director Smith shared images of the current progress, including installation and piping for the warm floor system and cooling system. As of next week, Ice Builders will begin pouring the concrete slab.

Commissioner Bernstein would like to know if LED Lights will be installed at the ice arena and if the arena will be painted.

Director Smith reported that LED lights will be installed, and staff will repair the ice arena.

#### ***D. Park Avenue Breakwater and Boat Ramp Replacement project***

Director Smith reported that the inner wall of the breakwater is complete. SmithGroup and Lakes and Rivers are currently working on the outer wall of the breakwater. A third of the breakwater has been filled with stone.

#### ***E. Moraine Beach Pathway project***

Director Smith reported that the demolition of the path and stabilization for the toe of the ravine and trail grading are complete. Boardwalk sections that have been constructed off-site are being delivered. The project should be complete and the pathway available for use in late December.

Lastly, our Projects and Planning Supervisor is working with the Highland Park Art Center to beautify the concrete structures at the bottom of the ravine owned by the North Shore Water Reclamation District.

***F. Districtwide Asphalt projects***

Director Smith shared images of the renovations to the Heller Nature Center parking lot and the paved paths at Sunset Valley Golf Club.

**REVIEW OF VOUCHERS**

Commissioner Bernstein reported that he reviewed the vouchers, he had no concerns.

**OPEN TO THE PUBLIC TO ADDRESS THE BOARD**

None.

**ADJOURNMENT**

A motion was made by Commissioner Kaplan and seconded by Commissioner Bernstein and approved by a unanimous vote. The Board Meeting adjourned at 7:52 p.m.

Respectfully submitted,

Roxanne Hejnowski, Assistant Secretary

**PARK DISTRICT OF HIGHLAND PARK  
BOARD OF PARK COMMISSIONERS  
MINUTES OF REGULAR MEETING  
NOVEMBER 16, 2022**

The meeting was called to order at 6:01 p.m. President Grossberg.

Commissioner Kaplan joined the meeting at 6:05 p.m.

**ROLL CALL**

**Present:** Commissioner Bernstein; Commissioner Ruttenberg, Vice President Freeman; President Grossberg

**Absent:** Commissioner Kaplan

**Staff Present:** Executive Director Romes; Director Smith; Director Voss; Director Carr; Director Peters; Director Gogola; Director Kopka; Assistant Director Maliszewski; Assistant Director Murrin; Manager Nichols; Manager Kapetan; Accountant Moraru; Manager Johnson; Supervisor Holling; Hejnowski

**Guest Speakers:** None

**ADDITIONS TO THE AGENDA**

None.

**PUBLIC COMMENT FOR ITEMS ON THE AGENDA**

None.

**CONSENT AGENDA**

A motion was made by Vice President Freeman, seconded by Commissioner Ruttenberg to approve the Minutes from the October 12, 2022 Workshop Meeting; the Minutes from the October 26, 2022 Regular Board Meeting; the 2023 Board Meeting Calendar; the 2023 IAPD/IPRA Credentials Certificate; the Truth in Taxation Resolution #2022-07; the 2023 Heller Nature Center HVAC Replacement Bid; the Ground Lease Agreement between the City of Highland Park and the Park District of Highland Park, for 1755 St. Johns Avenue; and Bills and Payroll in the amount of \$2,158,103.16

**Roll Call:**

**Aye:** Commissioner Bernstein; Commissioner Ruttenberg, Vice President Freeman; President Grossberg

**Nay:** None

**Absent:** Commissioner Kaplan

**Abstain:** None

**Motion Carried**

**FINANCIAL FORECASTS AND TREASURER’S REPORT**

***Operations (General and Recreation Funds) Budget vs. Actual***

Director Peters reported that as of October 31, 2022, actual revenues are exceeding budgeted revenue by about \$2.4 million and actual expenses are \$1.6 million less than budgeted for a year-to-date net difference of about \$4 million surplus. When compared to the pre-COVID years (2017-2019), the District has about a \$2.2 million surplus. Staff is projecting \$22.5 million in revenue as of December 31, 2022. Budget revenue vs. projected is a \$1.8 million surplus.

***Capital Fund Budget vs. Actual***

Director Peters reported that as of October 31, 2022, actual expenses are \$5.7 million less due to timing differences in projects. Staff is projecting \$9.5 million in expenses as of December 31, 2022.

***Conclusion***

As of October 31, Park District programs and facilities are performing better than budget, with a \$1.6 million surplus. Additionally, replacement taxes are \$339,000 greater than anticipated. There is a \$177,000 surplus from property taxes and a \$113,000 surplus from interest revenue. Lastly, there is a savings of \$1 million from salaries and wages due to open positions. Overall, the Park District is in a very favorable position at the end of October.

Commissioner Ruttenberg would like to know the historic trend for replacement taxes.

Director Peters reported that the revenue from replacement taxes is significantly higher, however, since the country is heading into a recession staff budgeted a much lower amount in 2023.

**UNFINISHED BUSINESS**

None.

## **NEW BUSINESS**

### **A. Parks Foundation**

Director Gogola reported that the champion's banquet will be held on March 15, 2023. The Parks Foundations Annual Appeal kicks off in November along with discussion for the strategic plan.

President Grossberg would like to know if the Parks Foundation is still looking for Board Members.

Director Gogola reported there are currently eight Board Members, however there are twelve seats on the Board.

Commissioner Bernstein would like to know if a joint meeting could be held between the Parks Foundation and the Park Board of Commissioners.

Director Gogola loved the idea and will schedule a Joint Committee Meeting.

### **B. Director's Report**

Manager Nichols compared the 2021 summer camp goals, structure, and achievements to 2022. In 2022, trainings were enhanced, the Park District met 74% of the 2019 enrollment figures, increased the number of unique camp offerings from 18 to 27, and successfully aligned the pre, traditional, and post-camp schedule with the local schools so there were no gaps in childcare. 65% of camp capacity was met in 2022, generating \$1.2 million in revenue. She is pleased to report that the Park District is drawing children from several communities outside of Highland Park.

President Grossberg would like to know what the total expenses were in 2022.

Director Peters reported that those figures will be available on November 29.

President Grossberg would like to offer camp accommodations for young adults.

Manager Nichols shared an overview of what's to come in 2023, reporting that there will be enhancements to the e-pact system (medical/emergency information for campers) and the seesaw platform (notifications from staff to parents), along with enhancements to the field trips, both internal and external outings.

### ***Upcoming Events***

Executive Director Romes shared a list of upcoming events, including the Turkey Tumble on Wednesday, November 23, from 10:30 – 3:30 p.m. at Lincoln School. Drop your little gobbler off for a morning of strutting around the gym playing on the bars, floor, beam, powertrac. Bring a nut-free lunch and water bottle. Kindergobblers learn a handstand, swing, and bounce in the gym on the floor, beam, bars, and powertrac. Elf Training Academy on Wednesday, November

30, from 4:00 – 6:00 p.m. at West Ridge Center. Santa has a lot of work ahead of him in the next few weeks and he needs some help! Enroll in this “exclusive school” for Christmas elves. Courses include everything your elf-in-training needs to know to be Santa’s right-hand helper, such as New Elf Orientation, Elf History, Toy Building, Cookie Baking, The Nice List, Tree Decorating, and Reindeer Care. Grichmas on Saturday, December 3, from 9:00 – 12:00 p.m. at Sunset Valley Golf Club. Spend your holiday with this Dr. Seuss classic! This one-of-a-kind interactive event will include breakfast, a themed craft, photo opportunities, games and more! Gingerbread House Workshop on Wednesday, December 7, from 4:00 – 6:45 p.m. at West Ridge Center. Start with a box house and cover with our handmade frosting. Embellish with candy, cookies and goodies. Be sure to bring your imagination and a box or tray to carry your confection home. Adults are welcome to make their own or work alongside their child. Lastly, Dreidels and Donuts on Monday, December 12, from 4:00 – 4:45 p.m. at West Ridge Center. This festive family event features a holiday-themed craft and in the spirit of the traditional Hanukkah sufganiyot, jelly donuts will be served.

***Upcoming Meetings***

Executive Director Romes reported that there is a Finance Committee Meeting on November 29 at 8:00 a.m., a Finance Committee Meeting on December 6 at 8:00 a.m., a Workshop Meeting on December 7 at 6:00 p.m., a Finance Committee Meeting on December 13 at 8:00 a.m., and lastly, the Regular Meeting on December 14 at 6:00 p.m.

**C. Board Comments**

None.

**OTHER BUSINESS**

None.

**OPEN TO THE PUBLIC TO ADDRESS THE BOARD**

None.

**CLOSED SESSION**

A motion was made by Commissioner Kaplan, seconded by Vice President Freeman, to adjourn into Closed Session for discussion of 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.

**Roll Call:**

**Aye:** Commissioner Bernstein; Commissioner Kaplan; Commissioner Ruttenberg, Vice President Freeman, President Grossberg

**Nay:** None

**Absent:** None

**Abstain:** None

**Motion Carried**

The meeting adjourned into Closed Session at 6:50 p.m.

The meeting reconvened into Open Session at 7:23 p.m.

**Action From Closed Session If Any**

President Grossberg reported that the Park Board of Commissioners met in Closed Session under 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.

No action was taken.

**ADJOURNMENT**

A motion was made by Commissioner Kaplan and seconded by Commissioner Ruttenberg and approved by a unanimous vote. The Board Meeting adjourned at 7:24 p.m.

Respectfully submitted,

Roxanne Hejnowski, Assistant Secretary

**MINUTES OF A THE FINANCE COMMITTEE MEETING  
OF THE PARK DISTRICT OF HIGHLAND PARK  
HELD ON NOVEMBER 30, 2022 8:01 A.M.**

**Present:** Commissioner Bernstein, Commissioner Ruttenberg, Vice President Freeman

**Absent:** None

**Also, Present:** Executive Director Romes; Director Peters, Director Gogola; Director Smith; Director Voss; Director Carr; Assistant Director Maliszewski; Assistant Director Murrin; Manager Ochs; Manager Baczek; Coordinator Hejnowski

**Guest Speaker:** None

**Additions to the Agenda**

None.

**Approval of the Finance Committee Meeting Minutes from October 11, 2022, and October 18, 2022**

The Minutes from October 11, 2022, and the October 18, 2022, Finance Committee Meetings were approved.

**Cost Center Projections Presentation**

***West Ridge Center***

Staff are projecting a \$119,819 surplus come the end of the year. Conversely, expenses are projected to be \$3,470 less than budgeted.

Commissioner Bernstein is pleased to hear that projected expenses are spot on whereas the actual revenues have already surpassed the projected figures before the end of the year.

***Athletics***

Staff are projecting a \$30,000 surplus come the end of the year.

***Camps***

Budgeted a \$270,000 surplus, however, the actual revenue was \$27,000 less.

Executive Director Romes reported that expenses for wages have significantly increased, contributing to the shortcoming.

***Special Events***

Actual revenue and expenses align with the projected figures.

***Hidden Creek AquaPark***

Budgeted a \$144,000 deficit, however, the actual deficit will be \$55,000 more due to emergency repairs so that the pool could open this summer.

***Rosewood Interpretive Center***

Budgeted a \$40,000 surplus, however, staff are projecting a \$53,000 surplus come the end of the year due to rentals.

***Rosewood Beach***

Projecting a \$51,000 deficit due to staffing expenses.

***Park Avenue Beach and Boating Facility***

Budgeted an \$8,000 surplus, however, staff are projecting a \$27,000 deficit due to emergency repairs needed for the temporary ramp which permitted boating this summer.

***Centennial Ice Arena***

Budgeted an \$85,000 surplus, however staff are projecting a \$46,000 surplus come the end of the year. The reduction is due to the emergency repairs needed for the ice rink floor.

Commissioner Bernstein would like an update at a future Facility and Recreation Committee Meeting regarding user groups.

Executive Director Romes reported that staff have been meeting regularly with user groups. Ice will be available come February; however, the parking lot will be under construction so access to the ice arena will be a significant challenge. Staff are meeting with the user groups tomorrow to discuss access options.

***Heller Nature Center***

Projected a \$257,000 deficit. The actual deficit is \$53,000 more than anticipated due to emergency repairs for the parking lot, lobby, and exhibit.

Commissioner Bernstein feels Heller Nature Center is a hidden gem, he would like staff to find creative ways to expose and market the facility and programs.

Assistant Director Maliszewski is pleased to report that Heller Nature Center will have their own exhibit at the 2023 IAPD/IPRA conference for added exposure.

***Golf Learning Center***

Projecting a \$39,000 surplus come the end of the year.

Commissioner Bernstein would like updated regarding potential opportunities at the site.

***Sunset Valley Golf Club***

Projecting a \$478,000 surplus come the end of the year.

***Recreation Center of Highland Park***

Projecting a \$376,000 deficit come the end of the year.

Executive Director Romes reported a presentation will be given in January to the Park Board of Commissioners.

Commissioner Bernstein would like staff to provide updates more often to better understand how what staff are doing to support and rejuvenate this facility.

***Deer Creek Racquet Club***

Actual revenue is \$233,000 better than the budgeted.

Assistant Director Murrin reported that revenue participation from pickleball is starting to catch up with tennis.

Commissioner Ruttenberg would like staff to share financial figures comparing pickleball and tennis.

Commissioner Bernstein and Commissioner Ruttenberg would like the District to focus on this facility since it's a significant revenue generator for the District. Suggesting this facility may need to expand and a business plan to provide more recreational opportunities and generate more revenue. Much like Sunset Valley Golf Club, the District needs to reinvest into this facility for added potential.

Commissioner Bernstein would like to know how often these figures should be reviewed.

Director Peters reported that this report could be conducted twice a year or quarterly.

The Finance Committee requested that these figures be reviewed twice a year with the Finance Committee Meeting.

**2023 Budget Presentation**

***Budget Calendar***

Director Peters reviewed the budget calendar reporting that today's Finance Committee Meeting is a high-level review of the 2023 Budget, the December 6 Finance Committee Meeting is a more detailed review of the 2023 Budget Book, the final propose Budget Book for 2023 will be presented at the December 14 Regular Board Meeting, after 30 days a Public Hearing will be held on January 25, 2023, regarding the 2023 Combined Budget and Appropriation and staff will ask that the Park Board of Commissioners approve the 2023 Budget Ordinance.

***Budget Highlights & Assumptions***

Director Peters reported that staff used 2022 budget for comparisons. When examining revenues for the 2023 Budget it includes considered inflation including potential increase in wages as a result of the compensation study, property taxes which are based on the CPI plus new growth, assumes increased interest income rates, excludes impact fees, assumes recreation program revenue approximately 14% more than 2022 budget, and memberships and rental revenue is reduced from 2022 budget. When examining expenses for the 2023 Budget it includes the 5% full-time salary pool which includes merit and the compensation study, two new full-time positions, increases to minimum wages, increased grant and aid, free, and reduced fees for programming, increased for inflation, and contractual expenses to maintain parks.

In 2022 staff budgeted a \$1.8 million surplus. In 2023 staff are budgeted a \$1.4 million surplus, which is \$444,981 less than the 2022 budget.

***District Wide Budget Comparison (No Capital, No Transfers)***

Director Peters reported that the 2023 Budget had \$24 million in revenue whereas the 2022 Budget has \$22.7 million in revenue. This is a \$1.3 million increase (or a 6.13% increase).

**Functions**

Director Peters reported that the District has three functions, Administrative, Recreation, and Parks. The administrative function is responsible for the District short and long-term planning, executive and administrative district-wide operations financial management, human resources administration and risk management, information technology systems, and marketing/communications activity.

**A. Administrative Function**

Staff are budgeting \$43,000 from interest income and \$1.8 million from miscellaneous income for the 2023 budget. As for expenses, staff are budgeting \$3.4 million, this includes salary and wages, contractual services, pension contributions, materials and supplies, and capital outlays.

**B. Parks Function**

Staff are budgeting \$15,750 from miscellaneous income for the 2023 budget. As for expenses, staff are budgeting \$20.5 million, this includes contractual services, maintenance contracts, materials and supplies, and utilities.

**C. Recreation Function**

Staff are budgeting \$16.3 million from programs, memberships, rentals for the 2023 budget. As for expenses, staff are budgeting \$13.4 million, this includes programs, salaries and wages, contractual services, materials and supplies, insurance, maintenance contracts, and utilities.

**District Wide Budget Transfers**

Director Peters showed a graph comparing 2022 with 2023. For the 2023 budget, staff recommend transferring \$623,020 from general fund to debt service fund, \$1.5 million from the general fund to the capital fund, \$1 million from the recreation fund to the debt service fund, \$2 million from the recreation fund to the capital fund, and \$550,000 from the special recreation fund to the capital fund.

**A. District Wide Budget Comparison (No Capital)**

When comparing the 2022 and 2023 budgets, staff are projecting a \$1.6 million deficit as of December 31. As for 2023, staff are budgeting a \$2.6 million deficit after transfers.

**B. Proposed 2023 Budget by Fund**

The general fund is budgeted to have a \$2.4 million deficit, the recreation fund will have a \$2.8 million surplus before transfers (\$189,779 deficit after transfers), and the special recreation fund will have a \$502,045 surplus before transfers (\$47,995 deficit after transfers). Lastly, a combined \$4 million will be transferred from all three funds to the capital fund.

**Projected Cash on Hand as of December 31, 2022**

At the beginning of the fiscal year the cash on hand and short-term investments was \$34.7 million. As of December 31, 2022, the estimated cash and short-term investments is expected to be \$24.8 million.

Commissioner Ruttenberg would like staff to contact neighboring districts to see if the Fourth of July Tragedy has impacted programming and membership revenue.

**Other Business**

Finance Committee Meeting Minutes  
November 30, 2022

None.

**Open to the Public to Address the Board**

None.

**Adjournment**

The meeting adjourned at 9:38 a.m.

Respectfully submitted,

Roxanne Hejnowski, Assistant Secretary

**MINUTES OF A THE FINANCE COMMITTEE MEETING  
OF THE PARK DISTRICT OF HIGHLAND PARK  
HELD ON DECEMBER 6, 2022 8:00 A.M.**

**Present:** Vice President Freeman, President Grossberg

**Absent:** None

**Also, Present:** Executive Director Romes; Director Peters, Director Gogola; Director Smith; Director Voss; Director Carr; Director Kopka; Assistant Director Maliszewski; Assistant Director Murrin; Manager Ochs; Manager Baczek; Coordinator Hejnowski

**Guest Speaker:** None

**Additions to the Agenda**

None.

**2023 Budget Presentation**

Director Peters reported that while the COVID-19 Pandemic minimally continues to challenge the District, it remains financially healthy.

**2023 Budget Overview**

The General, Special Recreation and Recreation Funds anticipate a combined operating surplus, before transfers, of \$3,067,484. Of that surplus, \$4,050,000 will be transferred to the Capital Projects Fund and an additional \$1,676,300 to Debt Service. Overall, capital expenditures are approximately \$13.3 million, operating expenditures are approximately \$20.8 million, consolidated expenditures, including operations, debt, and capital, are approximately \$37.4 million, and tax support for the 2023 fiscal year represents approximately 54% of total revenues.

**New for 2023**

2023 plans for a return to normalcy after the impacts from the global pandemic. In effort to remain both fiscally responsible and strategic in the delivery of services to the community, staff anticipates continued development and implementation of a new Strategic Plan, implementation of an updated Employee Compensation Plan and increased collaboration with the Parks Foundation and a fundraising consultant to support Capital Campaign Fundraising.

**Acknowledgements**

The 2023 budget is a collaborative effort that involves supervisors, managers, and support staff, throughout the District. The Budget will be reviewed continuously during the year and could not have been accomplished without the efforts of Park District staff and the support of our Park Board Commissioners.

***Projects in Progress***

- Centennial Ice Arena Renovation
- Planning and Design for Construction of Multi-Purpose Facility (addressing West Ridge Center)

***Projects commencing in 2023***

- Sports Field Master Plan (Synthetic Turf Field Construction)
- The Land Management Plan covers 9 major topics: Park Maintenance, Stormwater Management, Lakefront Maintenance, Natural Areas, Park Inventory, Real Estate, Park Amenities, Connectivity, and Cultural Resources.
- Park Site Plans, this initiative is in response to goals and objectives established in GreenPrint 2024 and the Land Management Plan. The plan will evaluate the Park District's outdoor parks based on Park District standards to then offer recommendations for park improvements.
- Sunset Woods Site Master Plan, which strives to consider the timeless park holistically and in the context of the Highland Park community and surrounding area. The Park District has submitted an application for an Open Space Lands Acquisition and Development Grant (OSLAD) in the amount of \$600,000 to assist in funding this project.
- Golf Learning Center Optimization Report, which is to improve financial performance while meeting community and regional recreational needs at the Highland Park Golf Learning Center facility.
- Athletic Fields Master Plan, which is a comprehensive sports field master plan that addresses existing fields to meet current and projected program needs.
- Lakefront Master Plan, which The recommendations are intended to guide lakefront operations, beaches, capital planning, and support possible future grant opportunities.
- Park Avenue Site Master Plan, which The purpose of the plan is to address key issues facing the site including improvements to the yacht club building, enhancements for non-motorized boaters, and enhancements to the pedestrian connections to and through the park. This plan does not directly address the breakwater nor boat launch. The Park District was awarded Open Space Lands Acquisition and Development Grant (OSLAD) funding in the amount of \$400,000 to implement Site Master Plan Phase 1 Improvements. This project will make improvements to the north end of the property including improved pedestrian access, native landscaping, parking improvements and the addition of a beach boardwalk. Planning will occur in 2023 with construction anticipated to occur in 2024.
- Beach Management Plan provides recommendations for protecting and managing the Park District of Highland Park's beaches, bluffs, ravines, and other lakefront properties at Moraine Beach, Park Avenue Boating Facility, Millard Beach, and Rosewood Beach. After two initial invitation for bids during the first half of 2022 that were unsuccessful due to weather conditions, contractor feedback, and high costs, the District went under contract following a third invitation for bid for the Millard Bluff Grading & Tree Removal project during the fourth quarter of 2022

with RES Environmental Operating Company. The project will include the removal of woody material on approximately 3 acres of bluff slope, preservation/protection of specific high-quality trees on the bluff, retrieval/removal of cut woody trunks, limbs and branches, protection of the bluff soils to the extent possible, grading of sheer top of bluff slopes to a 2:1 slope, placement of soil on bluff top, topsoil spread, seeding and vegetation installation, and installation of erosion control blanket on all disturbed slope soils. Upon project completion, in some areas, fencing will remain through 2024 to protect and allow for the growth of native plantings.

- Sustainability Plan which is an internal document guiding practices leading to quantifiable achievements in District operations.
- Capital Plan (Annual and 5-year) is approved annually, and reviewed throughout the year, to ensure critical repair and replacement projects, facility, and park improvements, and GreenPrint Projects are identified and funded.
- Strategic Plan, which due to the COVID-19 Pandemic the environment has significantly changed, necessitating an update to the District's Strategic Plan in 2023. For the upcoming year, the District's established Strategic Planning Themes will coincide with recovery from COVID-19 and the updated District values. Themes include build personal relationships, create inclusivity, deliver the extraordinary, empower our team, grow our team, value our Team, build and maintain trust, create a sustainable future, and steward our resources.

### ***Forthcoming Projects***

The Park District's Annual Work Plan is a compilation of annual goals derived from the above Park District planning documents and are financially reflected in the 2023 Budget.

### ***Operations Overview***

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

Revenues and expenditures are categorized by types such as program, camp, contractual, and salaries. General ledger numbers are linked to specific types, which are a compilation of several general ledger accounts. Throughout the budget, reports are presented by *type* categories.

This budget book is also divided by functional area. The Administration Function includes activity in the General Fund (exclusive of Parks), Special Recreation, Debt Service, and Capital Projects. The Parks Department is split from the General Fund and presented as a separate function. The Recreation Fund is presented in its entirety as the Recreation Function. However, as of January 1, 2022, the Park Avenue Boating Facility Recreation Subfund was created of operations. The District wants transparency for the Center as substantial public donations were made to help fund the project.

### ***Budget Calendar***

Director Peters provided a more detailed review of the 2023 Budget Book at today's Finance Committee Meeting, the final propose Budget Book for 2023 will be presented at the December 14 Regular Board Meeting, after 30 days a Public Hearing will be held on January 25, 2023, regarding the 2023 Combined

Budget and Appropriation and staff will ask that the Park Board of Commissioners approve the 2023 Budget Ordinance.

***Salaries and Wages***

In 2023 a 5% full-time salary pool (merit/compensation study contingency) increase is budgeted for all full-time employees. According to Park District Policy, every five years, a qualified third-party consultant shall review the entire Classification and Compensation Plan. The results of the study will be presented in December 2022 and considered for approval by the Park Board in January 2023.

In 2017, a Part Time Compensation and Classification Study was completed. Staff plan to complete a compensation and classification study, and update in 2023.

***Mid-Range Planning***

The Strategic Plan 2016-2020 outlines mid-range and short-term operations planning and identifies initiatives or tasks to be completed by staff assigned committees. Completion of these initiatives will ensure fulfillment of strategic goals. Staff will complete and begin implementing an updated strategic plan in 2023.

***Debt Position***

Currently, the District has one debt certificate outstanding: General Obligation Limited Tax Debt Certificates, Series 2021. The certificates were issued to refund the 2012 and 2013 issuances and address a multitude of projects listed in Appendixes A & B and to replace the breakwater and boat launch at Park Avenue (\$2M). In addition, the General Obligation Ltd Tax Park Bond Series 2017 were issued to begin funding for GreenPrint 2024 projects. The 2020 General Obligation Ltd Tax Park Bond Series was issued for several projects around the District. If the aforementioned projects do not come to fruition or come in under budget, the funds from the debt issuances will be used to fund other capital projects in the capital projects plan.

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

***Tax Funding***

Staff budgets conservatively for property tax revenue, but levies to include growth, which is not available until the following spring. Failure to levy for growth will deny the District that revenue forever. Invariably, budgeting property tax revenue at the levy amount will create a shortfall. For 2023, the budget was created using the 2022 extension multiplied by the 5% tax cap for the general and operating funds.

For 2023, the budgeted property tax revenue is \$14,320,156. Exclusive of the debt levy (Truth in Taxation), the total budgeted levy for 2023 is \$12,642,734.

***Capital Analysis***

The 2023 Budget includes the following GreenPrint 2024 initiatives in the Capital Fund:

- Centennial Ice Arena Renovation budgeted expenditures for 2023 total \$1,621,804.
- Multi-Purpose Building to Address the Aging West Ridge Center, the District has \$960,000 budgeted in 2023 for this project.

***Budget Analysis***

For 2023, the budget has been prepared while incorporating our new District values. Striving to always be extraordinary, welcoming, and caring, we have incorporated opportunities to ensure equity and inclusion, along with fiscal responsibility in delivering services through our programs and at our facilities. We have increased the Grant-in-Aid budget by 50% addressing financial barriers for residents while still incorporating cost recovery strategies and seeking alternative revenue sources such as grants and donations. The Champion's Banquet is scheduled to return in March 2023 and usually generates tens of thousands of dollars that the Parks Foundation of Highland Park donates toward even more aid for residents.

Preparation of the 2023 Budget was made possible by the dedicated Park District of Highland Park staff and coordinated by the Finance staff. Many thanks to the Board of Commissioners for their dedication, support, and service to the District.

***Projected Cash on Hand as of December 31, 2022***

At the beginning of the fiscal year the cash on hand and short-term investments was \$34.7 million. As of December 31, 2022, the estimated cash and short-term investments are expected to be \$24.8 million.

**Naming of the Fink Park Baseball Field**

Assistant Director Maliszewski will be presenting a naming rights agreement, financial plan, and naming schedule (number of years the baseball field will be named after the donor) to the Park Board of Commissioners at the December 7 Workshop Meeting. Staff will be requesting approval of the naming rights agreement which is currently being reviewed by the District's legal counsel at the December 14 Regular Meeting. While the agreement may be approved on December 14, there is a contingency clause in the document indicating that the name must sit for 60 days before the name is formally adopted.

**November 2022 Bid Results and Capital Purchases**

***Centennial Ice Arena Sound and Video Equipment Replacement Re-Bid***

Director Smith reported the original bid came in at \$160,000, so staff re-bid the project. Staff received two bids. The low bidder came in \$9,448 under budget.

***Dehumidification System Replacement Recreation Center of Highland Park Indoor Pool***

Director Smith reported that staff received two bids. The low bid came in at \$325,000. Staff had \$550,000 budgeted for this project. He is pleased to report that the low bidder came in \$223,500 under budget.

***Parks Capital Vehicle Purchase***

The current backhoe is a 1998 John Deere. This equipment is almost 25 years old. The current unit has lost significant lifting power, the 4WD is no longer operational, and because of its age, has exceeded its useful life. Staff budgeted \$125,000 in 2023 to replace this piece of equipment. After trade in costs, the replacement backhoe will cost \$122,478, for a savings of \$2,522.

Staff received consensus from the Finance Committee to place all three items on the consent agenda at the December 14 Regular Meeting.

Finance Committee Meeting Minutes  
December 6, 2022

**Other Business**

None.

**Open to the Public to Address the Board**

None.

**Adjournment**

The meeting adjourned at 8:45 a.m.

Respectfully submitted,

Roxanne Hejnowski, Assistant Secretary



# Memorandum

**To:** Park Board of Commissioners  
**From:** Dan Voss, Director of Parks; Brian Romes, Executive Director  
**Date:** December 14, 2022  
**Subject:** **Approval to Purchase a 2023 Capital Replacement Backhoe**

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## **Summary**

The Park District's 1998 John Deere backhoe, having reached its useful life, had been deferred to the 2023 capital plan for replacement. Staff determined a CASE 580SN 4WD backhoe would meet the current and future needs of the District. CASE backhoes are available through Sourcewell, a joint purchasing cooperative program for state, local, and city governments.

A purchase order placed in 2022 will hold the Sourcewell price, which will increase in 2023. The District would not expect to receive the new backhoe until the third quarter of 2023. The District's current backhoe would be traded in at that time.

## **Financial Impact**

2023 Capital Funds	\$ 125,000.00
CASE 580SN 4WD backhoe	\$ 122,278.27
Trade-In 1998 John Deere backhoe	(\$ 4,000.00)
Additional bucket mounted forks	\$ 4,200.00
<b>Total Expenditures</b>	<b>\$ 122,478.27</b>
<b>Total Anticipated <u>Under Budget</u></b>	<b>\$ 2,521.73</b>

## **Recommendation**

Staff recommends approval from the Park Board of Commissioners for the purchase of a CASE 580SN 4WD backhoe from Burris Equipment Co. in the amount of \$122,478.27.



# Memorandum

**To:** Park Board of Commissioners

**From:** Mitch Carr, Deputy Director of Facilities and Operations; Brian Romes, Executive Director

**Date:** December 14, 2022

**Subject:** **Approval of 2023 Affiliated Organization Agreements**

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## **Summary**

The Park District of Highland Park recognizes that certain organizations exist within the community whose purposes are to serve and enhance recreational opportunities for a specific purpose and group. These organizations are separate and independent from the Park District and provide for their own leadership and operational structure. Through working relationships with outside Organizations and joint efforts, each party can contribute to greater public service without relinquishing their separate identities or any of their individual responsibilities.

To this end, the Park District is willing to establish working relationships and cooperative agreements with designated Affiliate or Sponsored organizations. Within the terms of a written agreement, the parties will define the working relationship, mutual expectations, and individual responsibilities. However, these agreements shall serve only as a frame of reference to ensure that the parties' concept of joint planning, use, and maintenance is followed to the maximum extent possible, while retaining the essential freedom of discretion, decision and action in planning, developing and maintaining recreational programs. Under no circumstances shall any sponsored or affiliated club utilize any facility to the complete exclusion of the general public unless otherwise approved by the Park Board of Commissioners. Per Park District procedure, staff received five applications requesting status as Park District Affiliate Groups. Proposed agreements for the following groups are attached:

- American Youth Soccer Organization (AYSO) of Highland Park
- Highland Park Pops
- Highland Park Players
- Uptown Theater of Highland Park
- The Highland Park Strings

## **Recommendation**

Staff recommends approval from the Board of Park Commissioners authorization for the Executive Director to enter into 2023 Affiliate Organization Agreements with American Youth Soccer Organization (AYSO) of Highland Park, Highland Park Pops, Highland Park Players, Uptown Theater of Highland Park, and the Highland Park Strings.



## **Affiliated Organization Agreement with the Highland Park Pops**

### **Memorandum of Understanding**

#### **PURPOSE**

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

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

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

#### **I. Criteria and Conditions**

1. Affiliated Organization must have a constitution and/or bylaws which shall be submitted for review and approval by the District.
  2. The Affiliated Organization shall formulate a roster of staff, volunteer officers and/or board members, and designate a liaison and alternate liaison with the Park District. Telephone numbers and other contact information must be provided to the Park District on an annual basis.
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3. At least 51% of the members/participants and/or activities of the Affiliated Organization must reside and/or serve residents of the Park District. A roster of members, participants, and/or list of program, events or activities must be provided to the Park District on an annual basis. Names and addresses must be included.
  4. Activities, programs, and events conducted by the Affiliated Community Group must:
    - a. Be in accordance with the District's philosophy of recreation and be open for participation by any resident of the District.
    - b. Not, other than to adhere to specific membership guidelines, program requirements, or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, sexual orientation, disability, or any other characteristic protected by local, state, or federal law.
  5. Affiliated Organization must provide an annual detailed budget to the Park District showing all anticipated revenue and expenditures by November 1 for the following fiscal year. Program planning and budgeting shall be done by the club in conjunction with the administrative staff of the District, and completed by November 1.
    - a. The Affiliated Organization acknowledges and agrees that the group is responsible for any and all expenses, including, but not limited to, the provision of equipment and materials related to the Affiliated Organization activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.
    - b. Any work done by the Parks Department of the District on behalf of any Affiliated Organization will be restricted to District limits unless authorized. If the Affiliated Organization's need for maintenance standards are higher than District standards, that Affiliated Organization shall provide the additional maintenance to meet its own standard provided that approval is granted by the Executive Director for this voluntary maintenance work.
    - c. Costs for maintenance of equipment and/or facilities will be charged to the Affiliated Organization
  6. If a fee for participation or membership is required to join the Affiliated Organization or attend an event, program or recreational function conducted by the Affiliated Organization, those fees may be deposited in a separate account under that Affiliated Organization's name. All revenues must be reported to the District. All fees shall be deposited in the Affiliated Organization's account in accordance with accepted District standards.
  7. The District shall provide the following staff or administrative services to accommodate the activities of the Affiliated Organizations commensurate with existing programs offered by the District.
    - a. None
  8. All public mailings and publicity by the Affiliated Organizations must meet with District standards and must state their affiliation with or sponsorship by the Park District of Highland Park.
  9. The Affiliated Organization or members of the Affiliated Organization will not advertise or solicit participants using the name or logo of the Park District without prior written permission of the Park District.
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### **3. Workers Compensation Insurance**

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

### **4. Other**

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

### **5. General Insurance Provisions**

#### **a. Evidence of Insurance**

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

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

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

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

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

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

#### **b. Acceptability of Insurers**

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating

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8. The use of Park District meeting rooms is based on availability and Park District scheduling concerns. The Park District retains the right to move, cancel or reschedule meetings based upon Park District needs.

### **III. Insurance and Indemnification**

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

#### **1. Commercial General and Umbrella Liability Insurance**

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

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

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

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

The CGL policy must include individuals for athletic participation.

#### **2. Business Auto and Umbrella Liability Insurance**

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

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

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## II. Facility Use

1. The District will provide the following facility and/or storage space:
    - a. Use of a variety of rooms at West Ridge Center (or other mutually agreeable facility) during weekday evenings for rehearsals. Room will be provided at no cost unless after hours and/or additional staff or other expenses are needed, which will be provided at the expense of the Affiliated Organization.
      - i. Requests shall be made at least 3 months in advance.
      - ii. Park District Programs take precedence.
      - iii. Facility hours of operations shall be enforced.
    - b. Storage closet is provided at West Ridge Center for Musical Equipment.
    - c. If the Affiliated Organization requests another facility of the Park District, the request will be considered under the following terms:
      - i. Requests shall be made at least 3 months in advance.
      - ii. Park District Programs take precedence.
      - iii. Facility hours of operations shall be enforced.
      - iv. If approved, the Affiliated Organization will receive a discount rate of 50% of the regular resident rental rate.
  2. It is the sole responsibility of the Affiliated Organization to determine whether any facility, field, or location is safe, suitable, and/or appropriate for any intended use.
  3. The Affiliated Organization shall inspect each facility, field, or other location prior to and subsequent to each use and shall promptly report any unsafe condition (holes in sports fields, broken equipment, etc.) to the Park District.
  4. The Affiliated Organization is solely responsible for providing supervision and security services, as needed, for any and all Affiliated Organization activities.
  5. The Affiliated Organization is solely responsible for the cost of repairs to facility or equipment damaged as a result of its usage.
  6. The Park District does not assume any responsibility, care, custody, or control of any Affiliated Organization property or equipment brought upon or stored upon Park District property. The Affiliated Organization is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Park District property.
  7. The Affiliated Organization shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures.
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10. The Organization shall not to represent itself or members of the Affiliated Organization as employees, volunteers, or agents of the Park District.
  11. Fund-raising for the purpose of supporting an activity must be authorized by the Board. The manner in which fund-raising is to be conducted, the purposes for which the funds are collected and a budget for these funds must be submitted to the District for approval in advance of any fund-raising project. Proceeds from fund-raising may be placed in the Affiliated Organization's separate account.
  12. The Affiliated Organization agrees and understands that neither the Affiliated Organization nor its officials, officers, members, employees or volunteers (collectively "Affiliated Organization") are entitled to any benefits or protections afforded employees or volunteers of the Park District and are not bound by any obligations as employees of the Park District. The Affiliated Organization will not be covered under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District and that any injury or property damage arising out of any Affiliated Organization activity will be the Affiliated Organization's sole responsibility and not the Park District's. Also, it is understood that the Affiliated Organization is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and therefore, the Affiliated Organization will be solely responsible for its own actions. The Park District will in no way defend the Affiliated Organization in matters of liability.
  13. Affiliated Organization shall fully cooperate with any investigation conducted by or on behalf of the Park District and/or the Park District Risk Management Agency "PDRMA". Failure to fully cooperate with any such investigation shall constitute a breach of agreement and in the sole discretion of the Park District, may result in revocation or suspension of any Group privileges under this Agreement
  14. Affiliated Organization agrees to conduct criminal background checks for all employees and volunteers eighteen years of age or older and who directly supervise individuals under the age of eighteen (18) years or age. The Affiliated Organization is solely responsible for determining whether any conviction disqualifies any employee/volunteer.
  15. Affiliated Organization agrees to cross-reference all staff, employees and volunteers with the federal and state of Illinois Child Offender Databases.
  16. Affiliated Organization understands and agrees that it solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any Affiliated Organization position and/or activity and that the Park District is not responsible for any hiring or retention decision.
  17. Affiliated Organization shall comply with all applicable local, state, and federal laws, including, but not limited to the Illinois Human Rights Act, the American with Disabilities Act, and the Civil Rights Act of 1964. The Affiliated Organization shall base employment, volunteer, and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, sexual orientation, sex (except as an appropriate division for athletics programming), national origin, age (except as an appropriate division of programming levels for youth athletics programming), marital status, or any other protected characteristic as established by law.
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is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

**c. Cross-Liability Coverage**

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

**d. Deductibles and Self-Insured Retentions**

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

**6. Indemnification**

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

**IV. No Third Party Beneficiary**

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

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**V. Termination and Duration**

1. The initial term of this Agreement shall commence on the date hereof and end on December 31 2023. Thereafter, this Agreement shall be deemed automatically renewed for successive one year periods unless either party shall advise the other party in writing of its intention not to renew the Agreement at least 30 days prior to the annual renewal date, or unless the Parties otherwise mutually agree to terminate the Agreement.
2. The Park District retains the right to alter the terms and conditions of this agreement or to terminate this agreement at any time and for any reason, including, but not limited to misconduct of the Affiliated Organization or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of Park District residents, or because the Affiliated Organization has breached any of its obligations under this Agreement.
3. The Affiliated Organization may terminate this agreement by providing a minimum of 30 days written notice.
  - a. The Affiliated Organization will have financial responsibility to the Park District for any outstanding fees and/or money owed to the Park District and shall promptly reimburse the Park District. Any money owed to the Affiliated Organization by the Park District shall be promptly reimbursed.
  - b. The Agreement may be amended by the written approval of both Parties.

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

*Highland Park Pops*  
*by Mark V. Jan*  
\_\_\_\_\_  
Authorized Officer, Highland Park Pops

*11/11/2022*  
\_\_\_\_\_  
Date

Highland Park Pops

\_\_\_\_\_  
Director of Recreation and Facilities

\_\_\_\_\_  
Date

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



## **Affiliated Organization Agreement with the Highland Park Strings Memorandum of Understanding**

### **PURPOSE**

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

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

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

### **I. Criteria and Conditions**

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

3. At least 51% of the members/participants and/or activities of the Affiliated Organization must reside and/or serve residents of the Park District. A roster of members, participants, and/or list of program, events or activities must be provided to the Park District on an annual basis. Names and addresses must be included.
4. Activities, programs, and events conducted by the Affiliated Community Group must:
  - a. Be in accordance with the District's philosophy of recreation and be open for participation by any resident of the District.
  - b. Not, other than to adhere to specific membership guidelines, program requirements, or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, sexual orientation, disability, or any other characteristic protected by local, state, or federal law.
5. Affiliated Organization must provide an annual detailed budget to the Park District showing all anticipated revenue and expenditures by November 1 for the following fiscal year. Program planning and budgeting shall be done by the club in conjunction with the administrative staff of the District and completed by November 1.
  - a. Year-end balances of funds should not exceed the amount of finances needed for start-up services for the next program year. When excess funds are available in the Affiliated Organization's treasury, the District will identify special projects in which such funds may be donated to the District for program and/or facility improvements.
  - b. The Affiliated Organization acknowledges and agrees that the group is responsible for any and all expenses, including, but not limited to, the provision of equipment and materials related to the Affiliated Organization activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.
  - c. Any work done by the Parks Department of the District on behalf of any Affiliated Organization will be restricted to District limits unless authorized. If the Affiliated Organization's need for maintenance standards are higher than District standards, that Affiliated Organization shall provide the additional maintenance to meet its own standard provided that approval is granted by the Executive Director for this voluntary maintenance work.
  - d. Costs for maintenance of equipment and/or facilities will be charged to the Affiliated Organization
6. If a fee for participation or membership is required to join the Affiliated Organization or attend an event, program or recreational function conducted by the Affiliated Organization, those fees may be deposited in a separate account under that Affiliated Organization's name. All revenues must be reported to the District. All fees shall be deposited in the Affiliated Organization's account in accordance with accepted District standards.
7. The District shall provide the following staff or administrative services to accommodate the activities of the Affiliated Organizations commensurate with existing programs offered by the District.

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

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

## **II. Facility Use**

1. Affiliated Organization may request the use of a Park District facility. The request will be considered under the following terms:
  - i. Requests shall be made at least 3 months in advance.
  - ii. Park District Programs take precedence.
  - iii. Facility hours of operations shall be enforced.
  - iv. If approved, the Affiliated Organization will receive a discount rate of 50% of the regular resident rental rate.
2. It is the sole responsibility of the Affiliated Organization to determine whether any facility, field, or location is safe, suitable, and/or appropriate for any intended use.
3. The Affiliated Organization shall inspect each facility, field, or other location prior to and subsequent to each use and shall promptly report any unsafe condition (holes in sports fields, broken equipment, etc.) to the Park District.
4. The Affiliated Organization is solely responsible for providing supervision and security services, as needed, for any and all Affiliated Organization activities.
5. The Affiliated Organization is solely responsible for the cost of repairs to facility or equipment damaged as a result of its usage.
6. The Park District does not assume any responsibility, care, custody, or control of any Affiliated Organization property or equipment brought upon or stored upon Park District property. The Affiliated Organization is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Park District property.

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

### **III. Insurance and Indemnification**

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

#### **1. Commercial General and Umbrella Liability Insurance**

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

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

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

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

The CGL policy must include individuals for athletic participation.

#### **2. Business Auto and Umbrella Liability Insurance**

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

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

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

### **3. Workers Compensation Insurance**

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

### **4. Other**

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

### **5. General Insurance Provisions**

#### **a. Evidence of Insurance**

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

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

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

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

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

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

**b. Acceptability of Insurers**

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

**c. Cross-Liability Coverage**

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

**d. Deductibles and Self-Insured Retentions**

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

**6. Indemnification**

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

**IV. No Third Party Beneficiary**

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

**V. Termination and Duration**

1. The initial term of this Agreement shall commence on the date hereof and end on December 31 2023. Thereafter, this Agreement shall be deemed automatically renewed for successive one year periods unless either party shall advise the other party in writing of its intention not to renew the Agreement at least 30 days prior to the annual renewal date, or unless the Parties otherwise mutually agree to terminate the Agreement.
2. The Park District retains the right to alter the terms and conditions of this agreement or to terminate this agreement at any time and for any reason, including, but not limited to misconduct of the Affiliated Organization or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of Park District residents, or because the Affiliated Organization has breached any of its obligations under this Agreement.
3. The Affiliated Organization may terminate this agreement by providing a minimum of 30 days written notice.
  - a. The Affiliated Organization will have financial responsibility to the Park District for any outstanding fees and/or money owed to the Park District and shall promptly reimburse the Park District. Any money owed to the Affiliated Organization by the Park District shall be promptly reimbursed.
  - b. The Agreement may be amended by the written approval of both Parties.

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

\_\_\_\_\_  
Authorized Officer – Highland Park Strings

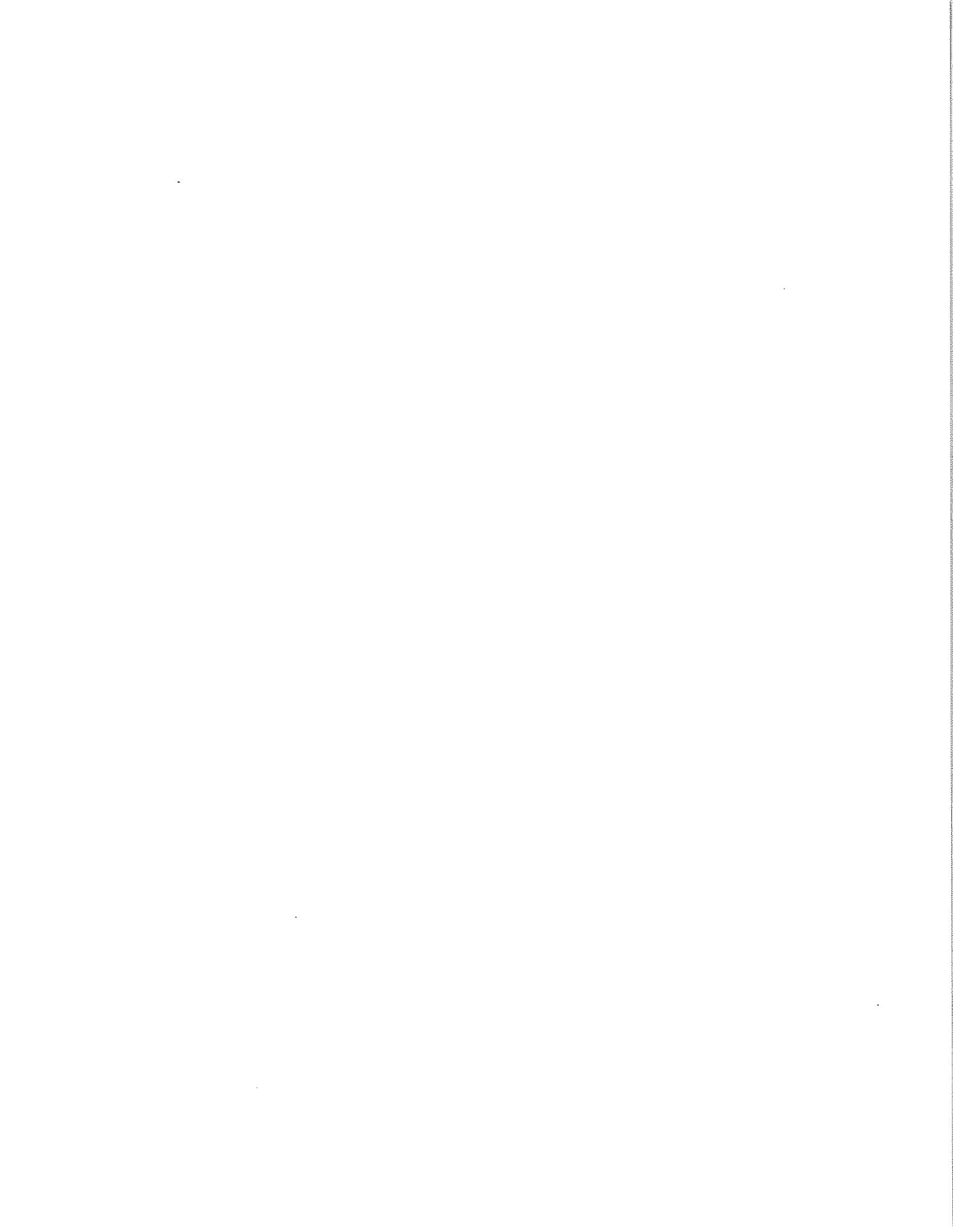
\_\_\_\_\_  
Director of Recreation and Facilities

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Highland Park Strings

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



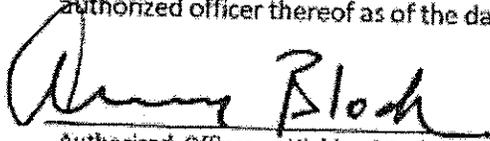
**IV. No Third Party Beneficiary**

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

**V. Termination and Duration**

1. The initial term of this Agreement shall commence on the date hereof and end on December 31 2023. Thereafter, this Agreement shall be deemed automatically renewed for successive one year periods unless either party shall advise the other party in writing of its intention not to renew the Agreement at least 30 days prior to the annual renewal date, or unless the Parties otherwise mutually agree to terminate the Agreement.
2. The Park District retains the right to alter the terms and conditions of this agreement or to terminate this agreement at any time and for any reason, including, but not limited to misconduct of the Affiliated Organization or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of Park District residents, or because the Affiliated Organization has breached any of its obligations under this Agreement.
3. The Affiliated Organization may terminate this agreement by providing a minimum of 30 days written notice.
  - a. The Affiliated Organization will have financial responsibility to the Park District for any outstanding fees and/or money owed to the Park District and shall promptly reimburse the Park District. Any money owed to the Affiliated Organization by the Park District shall be promptly reimbursed.
  - b. The Agreement may be amended by the written approval of both Parties.

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

  
\_\_\_\_\_  
Authorized Officer – Highland Park Strings

12-6-22  
\_\_\_\_\_  
Date

Highland Park Strings

\_\_\_\_\_  
Director of Recreation and Facilities

\_\_\_\_\_  
Date

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



## **Sponsored Organization Agreement with the Highland Park Players**

### **Memorandum of Understanding**

#### **PURPOSE**

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

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

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

#### **I. Criteria and Conditions**

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

3. At least 51% of the members/participants and/or activities of the Sponsored Organization must reside and/or serve residents of the Park District. A roster of members, participants, and/or list of program, events or activities must be provided to the Park District on an annual basis. Names and addresses must be included.
4. Activities, programs, and events conducted by the sponsored Community Group must:
  - a. Be in accordance with the District's philosophy of recreation and be open for participation by any resident of the District.
  - b. Not, other than to adhere to specific membership guidelines, program requirements, or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, sexual orientation, disability, or any other characteristic protected by local, state, or federal law.
5. Sponsored Organization must provide an annual detailed budget to the Park District showing all anticipated revenue and expenditures by November 1 for the following fiscal year. Program planning and budgeting shall be done by the club in conjunction with the administrative staff of the District and completed by November 1.
  - a. Year-end balances of funds should not exceed the amount of finances needed for start-up services for the next program year. When excess funds are available in the Sponsored Organization's treasury, the District will identify special projects in which such funds may be donated to the District for program and/or facility improvements.
  - b. The Sponsored Organization acknowledges and agrees that the group is responsible for any and all expenses, including, but not limited to, the provision of equipment and materials related to the Sponsored Organization activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.
  - c. Any work done by the Parks Department of the District on behalf of any sponsored Organization will be restricted to District limits unless authorized. If the Sponsored Organization's need for maintenance standards are higher than District standards, that Sponsored Organization shall provide the additional maintenance to meet its own standard provided that approval is granted by the Executive Director for this voluntary maintenance work.
  - d. Costs for maintenance of equipment and/or facilities will be charged to the Sponsored Organization
6. If a fee for participation or membership is required to join the Sponsored Organization or attend an event, program or recreational function conducted by the Sponsored Organization, those fees may be deposited in a separate account under that Sponsored Organization's name. All revenues must be reported to the District. All fees shall be deposited in the Sponsored Organization's account in accordance with accepted District standards.
7. The District shall provide the following staff or administrative services to accommodate the activities of the sponsored Organizations commensurate with existing programs offered by the District.
  - a. None

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

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

## **II. Facility Use**

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

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

### **III. Insurance and Indemnification**

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

#### **1. Commercial General and Umbrella Liability Insurance**

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

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

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

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

The CGL policy must include individuals for athletic participation.

#### **2. Business Auto and Umbrella Liability Insurance**

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

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

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

### **3. Workers Compensation Insurance**

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

### **4. Other**

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

### **5. General Insurance Provisions**

#### **a. Evidence of Insurance**

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

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

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

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

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

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

**b. Acceptability of Insurers**

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

**c. Cross-Liability Coverage**

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

**d. Deductibles and Self-Insured Retentions**

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

**6. Indemnification**

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

**IV. No Third Party Beneficiary**

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

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

**V. Termination and Duration**

1. The initial term of this Agreement shall commence on the date hereof and end on December 31, 2023. Thereafter, this Agreement shall be deemed automatically renewed for successive one year periods unless either party shall advise the other party in writing of its intention not to renew the Agreement at least 30 days prior to the annual renewal date, or unless the Parties otherwise mutually agree to terminate the Agreement.
2. The Park District retains the right to alter the terms and conditions of this agreement or to terminate this agreement at any time and for any reason, including, but not limited to misconduct of the Sponsored Organization or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of Park District residents, or because the Sponsored Organization has breached any of its obligations under this Agreement.
3. The Sponsored Organization may terminate this agreement by providing a minimum of 30 days written notice.
  - a. The Sponsored Organization will have financial responsibility to the Park District for any outstanding fees and/or money owed to the Park District and shall promptly reimburse the Park District. Any money owed to the Sponsored Organization by the Park District shall be promptly reimbursed.
  - b. The Agreement may be amended by the written approval of both Parties.

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

Bradley A. Rose  
Authorized Officer - Highland Park Players

\_\_\_\_\_  
Director of Recreation and Facilities

\_\_\_\_\_  
10/30/22

\_\_\_\_\_  
Date

Date  
Highland Park Players

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



## **Affiliated Organization Agreement with Highland Park AYSO Region 891**

### **Memorandum of Understanding**

#### **PURPOSE**

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

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

To this end, the Park District is willing to establish a working relationship and cooperative agreement with the Highland Park AYSO Region 891 (hereafter "Affiliated Organization"). With this agreement, the parties will define the working relationship, mutual expectations, and individual responsibilities. However, this agreement cannot be considered absolute; but shall serve as a frame of reference. Standards outlined herein ensure that the parties' concept of joint planning, use, and maintenance is followed to the maximum extent possible, while retaining the essential freedom of discretion, decision and action in planning, developing and maintaining recreational programs.

#### **I. Criteria and Conditions**

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

3. At least 51% of the members/participants and/or activities of the Affiliated Organization must reside and/or serve residents of the Park District. A roster of members, participants, and/or list of program, events or activities must be provided to the Park District on an annual basis. Names and addresses must be included.
4. Activities, programs, and events conducted by the Affiliated Community Group must:
  - a. Be in accordance with the District's philosophy of recreation and be open for participation by any resident of the District.
  - b. Not, other than to adhere to specific membership guidelines, program requirements, or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, sexual orientation, disability, or any other characteristic protected by local, state, or federal law.
5. Affiliated Organization must provide an annual detailed budget to the Park District showing all anticipated revenue and expenditures by November 1 for the following fiscal year. Program planning and budgeting shall be done by the club in conjunction with the administrative staff of the District and completed by November 1.
  - a. Year-end balances of funds should not exceed the amount of finances needed for start-up services for the next program year. When excess funds are available in the Affiliated Organization's treasury, the District will identify special projects in which such funds may be donated to the District for program and/or facility improvements.
  - b. The Affiliated Organization acknowledges and agrees that the group is responsible for any and all expenses, including, but not limited to, the provision of equipment and materials related to the Affiliated Organization activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.
  - c. Any work done by the Parks Department of the District on behalf of any Affiliated Organization will be restricted to District limits unless authorized. If the Affiliated Organization's need for maintenance standards are higher than District standards, that Affiliated Organization shall provide the additional maintenance to meet its own standard provided that approval is granted by the Executive Director for this voluntary maintenance work.
  - d. Costs for maintenance of equipment and/or facilities will be charged to the Affiliated Organization
6. If a fee for participation or membership is required to join the Affiliated Organization or attend an event, program or recreational function conducted by the Affiliated Organization, those fees may be deposited in a separate account under that Affiliated Organization's name. All revenues must be reported to the District. All fees shall be deposited in the Affiliated Organization's account in accordance with accepted District standards.
7. The District shall provide the following staff or administrative services to accommodate the activities of the Affiliated Organizations commensurate with existing programs offered by the District.
  - a. None

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

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

## **II. Facility Use**

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

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

### **III. Insurance and Indemnification**

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

#### **1. Commercial General and Umbrella Liability Insurance**

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

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

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

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

The CGL policy must include individuals for athletic participation.

#### **2. Business Auto and Umbrella Liability Insurance**

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

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

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

### **3. Workers Compensation Insurance**

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

### **4. Other**

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

### **5. General Insurance Provisions**

#### **a. Evidence of Insurance**

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

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

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

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

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

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

**b. Acceptability of Insurers**

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

**c. Cross-Liability Coverage**

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

**d. Deductibles and Self-Insured Retentions**

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

**6. Indemnification**

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

b. **By The Park District.** The Park District shall indemnify and hold harmless the Affiliated Organization and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the conduct or management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this agreement; (ii) any act, omission wrongful act or negligence of the Park District or any of the Park District partners, directors, officials, officers, agents, employees, members,

volunteers, participants, invitees, licensees, contractors, or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or upon any Park District property or facility, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The Park District shall similarly protect, indemnify and hold and save harmless the Affiliated Organization, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the Park District's breach of any of its obligations under, or the Park District's default of, any provision of this agreement.

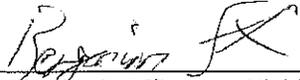
#### **IV. No Third Party Beneficiary**

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

#### **V. Termination and Duration**

1. The initial term of this Agreement shall commence on the date hereof and end on December 31, 2023. Thereafter, this Agreement shall be deemed automatically renewed for successive one year periods unless either party shall advise the other party in writing of its intention not to renew the Agreement at least 30 days prior to the annual renewal date, or unless the Parties otherwise mutually agree to terminate the Agreement.
2. The Park District retains the right to alter the terms and conditions of this agreement or to terminate this agreement at any time and for any reason, including, but not limited to misconduct of the Affiliated Organization or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of Park District residents, or because the Affiliated Organization has breached any of its obligations under this Agreement.
3. The Affiliated Organization may terminate this agreement by providing a minimum of 30 days written notice.
  - a. The Affiliated Organization will have financial responsibility to the Park District for any outstanding fees and/or money owed to the Park District and shall promptly reimburse the Park District. Any money owed to the Affiliated Organization by the Park District shall be promptly reimbursed.
  - b. The Agreement may be amended by the written approval of both Parties.

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

  
\_\_\_\_\_  
Authorized Officer - Highland Park AYSO  
Region 891

\_\_\_\_\_  
Date 10/7/2002

Highland Park AYSO Region 891

\_\_\_\_\_  
Director of Recreation and Facilities

\_\_\_\_\_  
Date

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





## **Affiliated Organization Agreement with the Uptown Music Theater of Highland Park**

### **Memorandum of Understanding**

#### **PURPOSE**

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

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

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

#### **I. Criteria and Conditions**

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

3. At least 51% of the members/participants and/or activities of the Affiliated Organization must reside and/or serve residents of the Park District. A roster of members, participants, and/or list of program, events or activities must be provided to the Park District on an annual basis. Names and addresses must be included.
4. Activities, programs, and events conducted by the Affiliated Community Group must:
  - a. Be in accordance with the District's philosophy of recreation and be open for participation by any resident of the District.
  - b. Not, other than to adhere to specific membership guidelines, program requirements, or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, sexual orientation, disability, or any other characteristic protected by local, state, or federal law.
5. Affiliated Organization must provide an annual detailed budget to the Park District showing all anticipated revenue and expenditures by November 1 for the following fiscal year. Program planning and budgeting shall be done by the club in conjunction with the administrative staff of the District and completed by November 1.
  - a. Year-end balances of funds should not exceed the amount of finances needed for start-up services for the next program year. When excess funds are available in the Affiliated Organization's treasury, the District will identify special projects in which such funds may be donated to the District for program and/or facility improvements.
  - b. The Affiliated Organization acknowledges and agrees that the group is responsible for any and all expenses, including, but not limited to, the provision of equipment and materials related to the Affiliated Organization activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.
  - c. Any work done by the Parks Department of the District on behalf of any Affiliated Organization will be restricted to District limits unless authorized. If the Affiliated Organization's need for maintenance standards are higher than District standards, that Affiliated Organization shall provide the additional maintenance to meet its own standard provided that approval is granted by the Executive Director for this voluntary maintenance work.
  - d. Costs for maintenance of equipment and/or facilities will be charged to the Affiliated Organization
6. If a fee for participation or membership is required to join the Affiliated Organization or attend an event, program or recreational function conducted by the Affiliated Organization, those fees may be deposited in a separate account under that Affiliated Organization's name. All revenues must be reported to the District. All fees shall be deposited in the Affiliated Organization's account in accordance with accepted District standards.
7. The District shall provide the following staff or administrative services to accommodate the activities of the Affiliated Organizations commensurate with existing programs offered by the District.
  - a. None

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

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

## **II. Facility Use**

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

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

### **III. Insurance and Indemnification**

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

#### **1. Commercial General and Umbrella Liability Insurance**

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

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

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

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

The CGL policy must include individuals for athletic participation.

#### **2. Business Auto and Umbrella Liability Insurance**

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

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

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

### **3. Workers Compensation Insurance**

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

### **4. Other**

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

### **5. General Insurance Provisions**

#### **a. Evidence of Insurance**

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

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

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

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

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

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

**b. Acceptability of Insurers**

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

**c. Cross-Liability Coverage**

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

**d. Deductibles and Self-Insured Retentions**

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

**6. Indemnification**

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



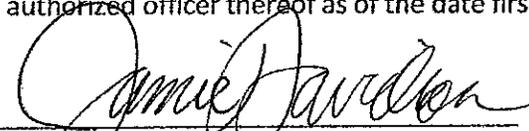
**IV. No Third Party Beneficiary**

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

**V. Termination and Duration**

1. The initial term of this Agreement shall commence on the date hereof and end on December 31 2023. Thereafter, this Agreement shall be deemed automatically renewed for successive one year periods unless either party shall advise the other party in writing of its intention not to renew the Agreement at least 30 days prior to the annual renewal date, or unless the Parties otherwise mutually agree to terminate the Agreement.
2. The Park District retains the right to alter the terms and conditions of this agreement or to terminate this agreement at any time and for any reason, including, but not limited to misconduct of the Affiliated Organization or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of Park District residents, or because the Affiliated Organization has breached any of its obligations under this Agreement.
3. The Affiliated Organization may terminate this agreement by providing a minimum of 30 days written notice.
  - a. The Affiliated Organization will have financial responsibility to the Park District for any outstanding fees and/or money owed to the Park District and shall promptly reimburse the Park District. Any money owed to the Affiliated Organization by the Park District shall be promptly reimbursed.
  - b. The Agreement may be amended by the written approval of both Parties.

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



Authorized Officer - Uptown Music Theater  
of Highland Park

October 6, 2022  
Date

Uptown Music Theater of Highland Park

\_\_\_\_\_  
Director of Recreation and Facilities

\_\_\_\_\_  
Date

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





# Memorandum

**To:** Park Board of Commissioners

**From:** Dan Johnson, IT Manager; Jeff Smith, Director of Planning and Projects; Brian Romes, Executive Director

**Date:** December 14, 2022

**Subject:** **Approval of the 2022 Centennial Ice Arena Sound and Video Equipment Replacement Bid**

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## Summary

The Park District of Highland Park received two sealed bids on November 29, 2022 for materials and labor to complete the 2022 Centennial Ice Arena Sound and Video Equipment Replacement Project. Concurrent with the Centennial Ice Arena Lobby Renovation Project, the sound and video equipment is being replaced. The video equipment replacement is part of the Centennial Lobby Renovation budget, while the sound equipment is a separate budget line item in the Capital Plan.

## Bid Results

<b>Company</b>	<b>Base Bid <i>Provide &amp; Install Sound System</i></b>	<b>Alternate 1 <i>Provide Displays &amp; Wall Mounts</i></b>	<b>Alternate 2 <i>Install Displays &amp; Wall Mounts</i></b>	<b>TOTAL</b>
AVDG	\$73,588.28	\$58,111.86	\$15,476.42	\$147,176.56
Sound of Music	\$63,227.32	\$23,824.01	\$8,500.00	\$95,551.33

The low bidder was Sound of Music. This contractor has favorable references and experience working with the Park District of Highland Park.

## Financial Impact

Sound System Budgeted Funds	\$75,000.00
Displays Budgeted Funds	\$30,000.00
<b>Recommended Contract Amount</b>	<b>\$95,551.33</b>
Anticipated Amount Under Budget	\$9,448.67

## Recommendation

Staff and the Park District Finance Committee recommend approval from the Park Board of Commissioners to accept the Base Bid and Alternates 1 and 2 from Sound of Music for the 2022 Centennial Ice Arena Sound and Video Equipment Replacement and authorize the Executive Director to enter into an agreement in the amount of \$95,551.33.



# Memorandum

To: Park Board of Commissioners

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

Date: December 14, 2022

Subject: **Approval of Resolution #2022-08 Authorizing a Contract for Procurement of Park Vehicles**

---

## **Summary**

The 2023 Capital Plan identifies five vehicles for replacement. The Park District has typically purchased replacement vehicles through a cooperatively bid, joint purchasing program. These purchasing programs are not currently available due to temporary and universal supply chain challenges and car manufacturers' delay. Dealerships have still not been able to honor 2021 orders under jointly bid contracts.

Staff reviewed several manufacturers and found direct bidding will not provide for the delivery of vehicles in a reasonable time. Staff's review concluded Nissan has the lowest cost and current availability to meet District needs.

## **Financial Impact**

2023 Capital Budget	\$ 170,000.00
5 Nissan Frontier King Cab 4x4	\$ 169,096.20
<b>Anticipated Amount <u>Under Budget</u></b>	<b>\$ 903.80</b>

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## **Recommendation**

Staff and the Park District Finance Committee recommend approval from the Park Board of Commissioners Resolution #2022-08 Authorizing a Contract for Procurement of Park Vehicles with Nissan in an amount not to exceed \$169,096.20

**PARK DISTRICT OF HIGHLAND PARK  
RESOLUTION 2022-08**

**RESOLUTION AUTHORIZING A CONTRACT  
FOR PROCUREMENT OF PARK VEHICLES**

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

**WHEREAS**, Section 8-1(c) of the Park District Code governs contracts involving expenditures in excess of \$30,000.00 and generally requires that such contracts be let to the lowest responsible bidder after due advertisement of a competitive bid; and

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

**WHEREAS**, the Park District is in need of a number of vehicles (“Vehicles”) and

**WHEREAS**, because of temporary and universal supply chain challenges and car manufacturers’ delay, failure or refusal to honor orders under jointly bid contracts, all of the Park District’s usual and customary modes of purchasing the Vehicles, including joint purchasing cooperatives or direct bidding, will not permit the delivery of the Vehicles in a reasonable time, resulting in the procurement of such Vehicles not being well-adapted for competitive bidding at this time; and

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

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

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

**SECTION 3.** The Board finds and determines that for the foregoing reasons the procurement of the Vehicles at this time is by its nature not well adapted to award by competitive bidding and is therefore not subject to competitive bidding.

**SECTION 4.** Subject to a matching appropriation for each particular vehicles, the Executive Director or his designee is hereby authorized and directed to enter into a contract with M’Lady Nissan in an amount not to exceed \$169,096.20 to acquire five (5) Vehicles described in Exhibit A, attached hereto and incorporated by reference.

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

**SECTION 6.** This resolution shall expire and be of no further force and effect six (6) months from the date hereof, unless the Board renews and extends the resolution for an additional six (6) month term.

**PRESENTED** to and **PASSED** by the Park District of Highland Park Board of Park Commissioners, this \_\_\_\_\_ day of December, 2022.

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

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

ABSTENTIONS: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

Date Of Birth
Date Of Birth



5656 Northwest Highway  
Crystal Lake, IL 60014  
(815) 459-2288

S.S. No.	Drivers Lic. No.
S.S. No.	Drivers Lic. No.

Salesperson #1	Emp #
Salesperson #1	Emp #

Purchaser's Name PARK DISTRICT OF HIGHLAND PARK Date 12/06/2022  
 Address 636 RIDGE ROAD HIGHLAND PARK IL Zip 60035  
 Enter My Order For 1 YR. 2023 Make NISSAN Type FRONTIER Color BLACK Trim S KC 4X4  
 Serial NO. \_\_\_\_\_ Stock No. TBD Miles \_\_\_\_\_

OPTIONS		ADDED OPTIONAL EQUIPMENT	
THIS SALE IS INCLUSIVE OF		\$	\$
ALL REBATES AND INCENTIVES		\$	\$
		SIGNATURE OF BUYER: X	
		A. Retail Price of Car	\$ 35060.00 \$
		B. Trade in Allowance	\$ N/A \$
		C. Difference (A-B)	\$ 35060.00 \$
		D. Buyer Administration Fee	\$ 324.24 \$
		E. Sales Tax	\$ N/A \$
		F. Total Price (C+D+E)	\$ 35384.24 \$
		G. Customer Declared Bal. Owed	\$ N/A \$
		H. Total Price (Incl. Payoff)	\$ 35384.24 \$
		I. Rebate	\$ 1600.00 \$
<b>Trade In Vehicle</b>		J. Cash On Delivery	\$ N/A \$
Make		K. Service Contract	\$ N/A \$
Year	Model	License and Title	\$ 35.00 \$
Miles			\$ \$
Serial No.			\$ \$
Balance Owed To			\$ \$
Address		<b>Total Time Balance</b>	\$ 33819.24 \$

This order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive settlement of the terms of the agreement relating to the subject matters covered hereby. Dealer shall not be obligated to sell until approval of the terms hereof is given by a bank or finance company willing to purchase a retail installment contract between the parties hereto based on such terms.

DISCLAIMER OF WARRANTY: Dealer is not a party to any manufacturer warranty that may be applicable and is not a party to any other service contracts or warranties purchased by the customer unless the service contract is provided directly by Dealer to customer. Unless required by law, **This Vehicle is Sold As Is - Not Expressly Warranted or Guaranteed** and Dealer hereby disclaims all warranties either expressed or implied, **including any implied Warranty of Merchantability or Fitness for a Particular Purpose**. Dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of any vehicles

DOCUMENTARY FEE: A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services related to closing of a sale. The base documentary fee beginning January 1, 2022 is 324.24. The maximum amount that may be charged for a documentary fee is the base documentary fee of 324.24 which shall be subject to an annual rate adjustment equal to the percentage of change in the Bureau of Labor Statistics Consumer Price Index. This notice is required by law.

FTC WINDOW STICKER: The information you see on the window form for this vehicle is part of the contract. Information on the window form (Buyer's Guide) overrides any contrary provisions in the contract for sale.

The purchaser agrees that all contemporaneously executed Riders, including but not limited to "finance" riders and "additional terms and conditions riders" apply to this agreement.

The undersigned constitutes Dealer as his attorney-in-fact to execute reassignment of any and all documents in connection with certificates of title issued or to be issued by Secretary of State on the used car traded in, in the same manner as the undersigned might himself do.

NO PUBLIC LIABILITY INSURANCE ISSUED WITH THIS TRANSACTION

SIGNATURE OF BUYER: X \_\_\_\_\_ APPROVED AND ACCEPTED BY: \_\_\_\_\_

THIS ORDER IS NOT VALID UNLESS SIGNED & ACCEPTED BY SELLER

MASTER-GENERAL OFFICE



# Memorandum

**To:** Park Board of Commissioners

**From:** Mitch Carr, Deputy Director of Facilities and Operations; Brian Romes, Executive Director

**Date:** December 14, 2022

**Subject:** **Approval of the 2023 License Agreement with the North Shore Yacht Club**

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## **Summary**

The annual License Agreement between the Park District of Highland Park and the North Shore Yacht Club (NSYC) expires on December 31, 2022. Park District staff met with the NSYC Commadore to review renewal terms. No notable changes were made to the 2023 License Agreement terms, fees, maintenance schedule, and the general rules and regulation for licensed facilities.

## **Recommendation**

Staff recommends approval from the Park Board of Commissioners to authorize the Executive Director to enter into the 2023 Licensed Agreement with the North Shore Yacht Club.

## **2023 LICENSE AGREEMENT**

This License Agreement (“Agreement”) is made as of this 15<sup>th</sup> day of December 2022, by and between the PARK DISTRICT OF HIGHLAND PARK, an Illinois park district and unit of local government (“District”) and NORTH SHORE YACHT CLUB an Illinois not-for-profit corporation (“NSYC”). District and NSYC are hereinafter sometimes referred to individually as a “Party” and together as the “Parties.”

### **Recitals**

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

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

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

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

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

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

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

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

2. Term. This Agreement shall commence effective the date signed and authorized by the Park Board President and, unless sooner terminated as provided in this Agreement, shall expire at midnight on December 31, 2023. Subject to (a) NSYC and the Park District agreeing to a Memorandum of Understanding related to an improvement fee for the repair and construction of the breakwater and boat launch ramp at the Property (the “MOU”), and (b) NSYC being in compliance with the MOU, the Park District and NSYC may renew this Agreement for successive one year renewal terms. If the Park District elects not to renew, the Park District shall permit NSYC to holdover for not more than 120 days, but only for the purpose of storing personal property and not for operating any programs. If NSYC is not in compliance with the MOU, the Park District reserves the right to terminate this agreement unless NSYC can cure within 30 days of notice.
  
3. Licenses and Permission. District hereby grants NSYC and NSYC accepts from the District, subject to the terms, covenants and agreements herein contained 1) a non- exclusive, non- assignable license to use the building and deck collectively known as the “Clubhouse” and 2) an exclusive, non-assignable license to use following portions of the Property: A) designated space in the “garage” building located immediately south of the Clubhouse (“Garage”); B) the room adjacent to the Clubhouse containing storage lockers (“Locker Room”); C) 18 spaces in the District’s boat storage racks located on the tarmac proximate to the Clubhouse (“Boat Rack”); D) designated spaces on the cable lock-up fixture located on the beach proximate to the Clubhouse (“Cable Lock-Up”); E) space number 102, 103 and 104 on the south parking pad (“Space 102, 103, 104”); F) the use of the 50/50 lot behind the reclamation building and, if available, alternative storage space for the NSYC boats on the south pad (the “Alternative Storage Spaces”), all as more specifically depicted on Schedule F. The licenses granted herein are collectively referred to as the “License” and the portions of the Property for which the License is granted is sometimes collectively referred to as the “Licensed Facilities” or individually as a “Licensed Facility”. NSYC may not use any other areas of the Property for storage purposes without prior written approval of the Park District. In addition, the NSYC agrees and covenants to comply with the maximum Yacht Club building occupancy. The District reserves the right, but shall be under no obligation, to enter upon the Licensed Facilities at any time(s) to inspect them for compliance by NSYC with the provisions of this Agreement, to make such repairs as the District shall deem necessary or advisable, and for all other lawful reasons.
  
4. Fees. In consideration of the License granted NSYC under this Agreement, NSYC shall pay a License fee to the District (“License Fee”). The License fee shall be in the amount of Seven Thousand Four Hundred Ninety Seven Dollars (\$7,497) per year. The Fees shall be paid as follows

**2023 Payment Schedule:**

First Payment of License Fee \$3,748.50 Due on or before: April 1, 2023

Second Payment of License Fee \$3,748.50 Due on or before: August 1, 2023

If NSYC is delinquent in any payment more than ten (10) days past the date for payment specified above, a notice will be sent to NSYC at the mailing address and email address set forth in this Agreement (“Notice of Non-Payment”). If the NSYC does not satisfy any delinquent payment within five (5) business days after receipt of the Notice of Non-Payment, the District shall have the option to suspend the License or terminate this Agreement immediately upon notice to NSYC. Without limiting the exercise of any other remedy herein described, all delinquent payments shall accrue interest at the rate of 1.5% per month and a late payment fee equal to \$50.

5. **Construction of Improvements.** The District agrees to deliver notice to the NSYC not less than 30 days prior to continuing planned construction on the Breakwater and Launch Ramp at the Property that will cause the temporary suspension of the use of the Licensed Facilities. In the event construction results in the temporary suspension of the use of the Licensed Facilities, NSYC will have no recourse against the District for any loss of use, including but not limited to any refunds, but the Term of this Agreement will be extended a period of time equal to the length of the suspension.
6. **No Assignments/ Agreements without District Consent.** NSYC shall not license or grant to third parties, in whole or in part, its rights under this agreement other than to rent lockers in the Locker Room to NSYC members. Further, NSYC shall permit only members, their guests, and NSYC or park district program participants to use the Licensed Facilities. In particular, neither NSYC nor its members shall use any portion of the Licensed Facilities to store any equipment or personal property (including but not limited to sails, Stand Up Paddleboards, masts, oars, rudders or life jackets) that is not owned by NSYC, its members, or the District. Further, NSYC shall not enter into any agreements concerning the Licensed Facilities or teaching programs which compete with similar Park District programs with any person, entity, contractor or subcontractor (other than the locker rentals) without the express prior written consent of the District. NSYC warrants to the District that its membership and activities are and will remain open and available to all persons on an equal basis.
7. **Use of Licensed Facilities/Specified Times.** NSYC shall have use of the Clubhouse at the times specified in Schedule “A” attached to and incorporated in this Agreement. NSYC shall have the use of Garage, Locker Room, Boat Rack, Cable Lock- Up, Spaces 102, 103, and 104, as depicted in Schedule “F” and, if available, the Alternative Storage Spaces, at all times during the term of this Agreement. District reserves the right to use or permit third parties to use the Clubhouse at any time or times when not in use by NSYC pursuant to the schedule set forth in Schedule “A”. Any requests for alterations of the set schedule for the NSYC must be in writing to the District at least ten (10) business days prior to the NSYC’s proposed amendment. NSYC must receive prior approval from District prior to scheduling any activity on dates/times not identified on Schedule “A”. Schedule “A” may be modified only in writing by agreement of NSYC and District. The Parties acknowledge that NSYC may decide to cancel a scheduled use of the Clubhouse. In that event, it is essential that the Clubhouse be available for use by the District or other persons. Accordingly, NSYC shall inform District immediately if it will not be using the Clubhouse for a Social Event Date on any of the dates/times scheduled for NSYC’s use, but not later than ten (10) business days before the

scheduled event. District acknowledges that other reserved dates/times for the use of the Clubhouse are weather dependent and that advance notice of non-use may not be feasible. In response to the Covid -19 Pandemic, Local and State Covid-19 safety guidelines must be adhered to, when applicable. The NSYC shall instruct its membership and program participants to adhere to these guidelines. Access to the Clubhouse will be closed if both Local and State guidelines do not allow such access and will not be re- opened until Local and State guidelines allow such access and the District deems it is safe to open the building.. The District may revise these guidelines as necessary for the health and safety of facility patrons and may revoke this license if guidelines are not followed by the NSYC and their membership. Nothing herein shall be construed to modify or terminate this Agreement as a result of the application and implementation of any health and safety guidelines related to a pandemic or epidemic.

8. Condition of Licensed Facilities. As of the date hereof, NSYC hereby warrants that it has inspected the Licensed Facilities, that the District has not made any representations regarding the condition of the Licensed Facilities or their utility for a particular purpose, that NSYC is relying solely on its own investigation, and is aware of the conditions identified in Schedule E and, subject to the terms of this section, accepts the Licensed Facilities in an as-is, where-is condition, with all faults. The District shall perform the repairs as listed in Schedule E. Within five (5) days from discovery, NSYC shall advise District of any additional safety or repair issues in written format to District.

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

9. Insurance. NSYC shall obtain and maintain the insurance as set forth on Schedule “B”. All liability insurance maintained by NSYC shall name the District, its officers, agents, and employees and volunteers as an additional insured. It shall be a condition of the License that Licensee shall provide District with certificates of insurance demonstrating compliance with the minimum insurance requirements set forth in Schedule “B”. A copy of the certificate of insurance must be provided to the District upon renewal of each term of the Agreement. Upon NSYC’s failure to obtain or maintain the required insurance, the District shall have the option to suspend the License or terminate the agreement immediately upon notice to the NSYC. Alternatively, the District has the option, but not the obligation, to obtain such insurance for NSYC and charge NSYC 110% of the cost thereof, which amount shall be paid on demand.

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

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

- b. Except as otherwise provided in subparagraph 9.a above, NSYC shall at all times be responsible for maintaining in a clean, neat and sanitary condition the Licensed Facilities, including the storage areas reserved for use by NSYC and/or its members in the Clubhouse. NSYC shall, after any licensed use, remove all food waste and other garbage from the Clubhouse by placing same in the trash and recycling containers located on the south parking pad. The NSYC may hire, for purposes of maintaining a cleaning standard for the Licensed Facilities, a third-party cleaning service at their cost. A copy of the third-party Certificate of Insurance in compliance with paragraph 8 hereof shall be provided to the Park District. The District shall ensure that both Clubhouse restrooms are maintained with toilet paper and soap in the dispensers at all times.
- c. A maintenance checklist form as provided by District shall be used for establishing standards for clean-up and evaluating the Licensed Facilities' condition following licensed usage. If it is determined by the Park District staff, that the Yacht Club building was not cleaned properly, as described above, the NSYC will be subject to an additional \$50 cleaning fee for each occurrence. The Park District will be responsible for the cleaning of Licensed Facilities after the utilization by a contracted private party. The NSYC shall provide documentation of Park District not meeting cleaning standards upon their usage of the facility after a contracted private party, as described above, and the District will clean the facility within 24 hours or pay a \$50 cleaning fee to the NSYC.
- d. Nothing herein shall be construed to create or modify any duty the Park District has to any third parties, if any, or to waive any defenses and immunities available to the District is statute or common law. The Parties agree that the allocation of responsibility for maintenance and repair is solely for their own convenience and any breach of the contract duties shall not represent evidence of negligence or a waiver of the Park District's exercise of discretion regarding whether, when and how to repair or maintain its property.

11. Items of Personal Property. The District shall have no liability to NSYC, its members, guests or other NSYC patrons regarding any stolen, missing, lost or broken items of personal property. NSYC, its members, guests or other NSYC patrons shall have no claim for loss of value, loss of use, consequential damages, or any other claim against the District for any item of personal property. NSYC shall indemnify and hold the District harmless against any claim by its members, patrons or guests arising or resulting from any stolen, missing, lost or broken items of personal property. Nothing herein shall be construed to characterize the District as a bailee or NSYC, and its members, patrons and guests, as bailors.
12. Rules and Regulations. Except as otherwise expressly provided in this License Agreement, both NSYC and any member(s) of NSYC reserving a Licensed Facility for their own use, shall comply with and adhere to the general procedures, rules and regulations of the District governing application for use of Licensed Facility. NSYC shall comply with all other applicable laws, ordinances, rules and regulations in the conduct of its activities at and its use of the Property. District reserves the right to revise its current rules and regulations pertaining to the Licensed Facilities and to promulgate such other and additional rules and regulations as in its reasonable judgment may from time to time be needed for safety, care, cleanliness and reputation of the Property, including without limitation the Licensed Facilities, and for the preservation of good order therein and to ensure that its use is in conformity with all applicable laws. All rules and regulations shall be binding upon the Parties with the same force and effect as if they had been inserted herein at the time of the execution of this License Agreement.
13. Hold Harmless. To the fullest extent permitted by law, NSYC shall defend, indemnify and hold harmless District, its officers, employees and agents and their successors and assigns, from and against any and all claims or demands of whatsoever nature, including without limitation claims or demands for loss of, or damage to property or for injury or death to any person from any cause whatsoever directly or indirectly arising from, related to or connected with NSYC's use of the Licensed Facilities, or the conduct by NSYC of its organized activities or events on the Property and/or Licensed Facilities, or the grant of the License hereunder. NSYC shall pay all costs and expenses, including without limitation court costs and attorney's fees, which shall be incurred by or imposed on District either in enforcing the terms of this License or in any litigation or other proceeding to which District may be made a party relating to the License or NSYC's use of the Property (other than proceedings brought by District or NSYC to enforce the provisions of this License Agreement where judgment is entered on all counts in favor of NSYC). Provided, however, that NSYC shall have no liability hereunder for bodily injuries sustained or property damage suffered by, or the death of, any person where such injury, death or damage resulted from an intentional wrongful act or willful and wanton conduct of the District or its employees or agents. Nothing herein provided is intended to waive nor shall it waive any of the immunities afforded District under the "Local Government and Governmental Employees Tort Immunity Act" and District shall continue to have all of the protections and immunities provided by said Act as now or hereafter amended. The scope of the indemnity herein described shall not be limited by the insurance coverage required herein, the parties agreeing

and acknowledging that such coverage being only a minimum amount reasonably necessary to cover the risks for the activities permitted under this License.

14. Alcohol. NSYC shall not make available for consumption on the Property any alcoholic beverages unless NSYC shall have first acquired host liquor/liquor liability insurance and complied with any and all other ordinances, rules or regulations, as modified from time to time by District as otherwise modified by the terms of this License Agreement, as the same relate to sale, delivery, or consumption of alcoholic beverages (See attached Schedule "D"). If the District permits NSYC to deliver alcohol on the Property, NSYC will be solely responsible for compliance with all applicable State and local licensing requirements. All alcohol must be consumed on the deck or in the building. Any violations of the above outlined agreements regarding Alcoholic Consumption may result in revocation of this portion of the agreement or the agreement in its entirety.
15. Alterations to Licensed Facility. NSYC shall make no alterations in or additions to the Licensed Facilities or any other part of the Property without District's prior written consent. Any alterations permitted by the District shall become the property of the District and NSYC shall have no claim for payment or reimbursement for any costs related thereto. Any work allowed to be performed by NSYC shall be constructed pursuant to permit and in compliance with all applicable laws. NSYC will be solely responsible for all costs for its improvements and for obtaining all necessary permits and approvals therefor. NSYC will not cause or allow any lien or claim for lien to be filed against the District or the Property and will indemnify and hold harmless the District for all expenses arising from such lien or claim for lien.
16. Property Loss. If the Clubhouse is made unusable or untenable by fire or other casualty, District may elect to terminate the License as of the date of the fire or casualty by giving notice to NSYC within forty-five (45) days after that date. If District elects to repair, restore or rehabilitate the Clubhouse at District's expense within one hundred twenty (120) days after District is enabled to take possession of the Clubhouse and undertake reconstruction or repairs, this License shall not terminate, but the License Fee shall be abated on a per diem basis while the Clubhouse is unusable or untenable. District shall advise NSYC promptly in writing of the date District was enabled to take possession of the Clubhouse and undertake reconstruction or repairs. If District elects to repair, restore or rehabilitate the Premises and does not substantially complete the work within the one hundred twenty (120) day period, NSYC may terminate the License as of the date of the fire or casualty provided NSYC gives written notice to District no later than one hundred thirty (130) days after District is enabled to take possession of the Clubhouse and undertake reconstruction or repairs. In the event of termination of the License pursuant to this paragraph, the License Fee shall be apportioned on a per diem basis and be paid to the date of such fire or casualty. If District elects not to repair NSYC may terminate the License by giving written notice to District within thirty(30) days after NSYC is advised by District of its election no to repair. Notwithstanding the foregoing, in order to continue to use portions of the Licensed Facilities to perform its Licensed Activities, NSYC may elect to terminate this License as to that part of the Licensed Facilities that are so damaged, and the Licensed Fee shall be adjusted in a reasonable manner.

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

17. State of Imminent Danger of Loss of Life or Property. In the event of a bona fide emergency (which for purposes of this paragraph shall mean reasonably perceived state of imminent danger of loss of life or property), District may, but shall not be obligated to, cure without notice any uncured default by NSYC under this License and whenever District so elects, all costs and expenses incurred, including attorneys’ fees, shall be paid by NSYC to District on demand. Alternatively, in the event of a bona fide emergency, as herein defined, District shall have the option to suspend the License or terminate this Agreement immediately upon notice to NSYC.
18. Damage to Property. NSYC shall be responsible for all damage caused by NSYC, its members or its or their invitees done to any of the District’s furniture, fixtures and equipment located in or about the Licensed Facilities, ordinary wear and tear and loss by fire or other casualty not the fault of NSYC excepted. NSYC shall also be responsible for any and all damage done to all or any part of the Licensed Facilities or Property by NSYC, its employees, agents, members and invitees, and NSYC shall promptly reimburse District for the full cost for repair of all such damages or replacement. NSYC shall return the Licensed Facilities fixtures and equipment to District at the termination of the License in as good a condition as it received same, reasonable wear and tear and damage by fire or other casualty not the fault of NSYC and poor condition cause by failure of the District to carry out its repair and maintenance obligations under this Agreement excepted
19. Advertising and Marketing. The DISTRICT shall provide at no cost to NSYC one page of digital advertising space for their Programs and Service in the Summer Seasonal Brochure. All content must be provided by NSYC to the DISTRICT by established deadlines.

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

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

And to:

Attention: Wesley Madara, NSYC  
Commodore  
349 Vine Avenue,  
Highland Park, IL 60035  
908-655-6465  
wmadara@gmail.com

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

With Copy to:  
Adam Simon  
Ancel, Glink  
140 S. Dearborn 6<sup>th</sup> Floor  
Chicago, Illinois 60603  
asimon@ancelglink.com

Mari Lynn Peters, Finance Director  
Park District of Highland Park  
mpeters@pdhp.org

## 21. Miscellaneous Provisions

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

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

NORTH SHORE YACHT CLUB    PARK DISTRICT OF HIGHLAND PARK

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: Commodore of NSYC

Its: Park Board President

Attest: \_\_\_\_\_  
Secretary, Board of Park Commissioners

DRAFT

## SCHEDULE "A"

Definition of Boating Season: For purposes of this agreement and as it pertains to scheduling, the following will be definitions for the Boating Season.

Pre-Season: April 1 – Friday before Memorial Day

Regular Season: Saturday before Memorial Day -Labor Day

Post – Season: Day after Labor Day – second Friday in November

Clubhouse: Following written notice from the Park District, and subject to Section 6 below, The North Shore Yacht Club shall have use of the clubhouse during the boating season at the following times:

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

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

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

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

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

Friday and Saturday Evenings: The PARK DISTRICT shall reserve the Clubhouse for NSYC Events one Friday Evening and one Saturday evening per month for the months of June, July, September, October, and November, and for two Saturday evenings in August. These Dates may be reserved in advance of the public reservations which begin on February 1 of each year. The Saturday evening must be used for NSYC activities. Reserved time not used by NSYC will be made available to the PARK DISTRICT. The Clubhouse must be cleaned up (beginning 30 minutes prior to departure) and vacated Friday and Saturday nights by 11:00 p.m. unless previously approved by the PARK DISTRICT. Failure to vacate at designated time during NSYC Events on Friday and Saturday Evenings may result in a fine of \$100 if not vacated within an hour of the designated time, plus an additional \$400 per hour after the first hour.

Pre-Season and Post-Season: The NSYC may request in writing, times to utilize the facility for club activities. Utilization is subject to approval by the PARK DISTRICT and hours for Pre-Season or Post-season activities must align with gate closures associated with Park Hours as established in Section 4.01 of the District Conduct Ordinance.

2. Open Time: All times not listed above are available and must be scheduled individually through the PARK DISTRICT. The PARK DISTRICT may reserve time for other activities in the Clubhouse. Open times not reserved will be made available to the North Shore Yacht Club at the discretion of the PARK DISTRICT. The availability of Open Time not reserved by the public may be reserved three weeks or less prior to the date desired and must be done through the PARK DISTRICT by a designated NSYC representative. If attendance for this request will exceed 15 individuals, normal

rental procedures and fees may be required as determined by the PARK DISTRICT. The PARK DISTRICT will set its policies for making reservations.

3. Material Distribution: The NSYC will provide, upon request, the PARK DISTRICT with all membership and promotional material available for distribution. The PARK DISTRICT must be informed of proposed promotions, events and advertisements.
4. Season Parking Decals: PARK DISTRICT season parking decals are available through the PARK DISTRICT and are required for access to parking at the south property for both residents and non-residents. Season parking decals will be made available to non-resident NSYC members at the resident rate. Non-NSYC members attending Club events may request a complimentary one-day parking pass *on-site* through the NSYC Commodore or NSYC event manager.
5. General: The PARK DISTRICT representative and NSYC Commodore will meet to arrange for day-to-day facility usage items including, but not limited to: closets in the clubhouse, kitchen, locks, facility closing time, gate closing time and common areas usage
6. NSYC must provide a list of active members by May 1, 2023 and/or by request, indicating the number of residents and nonresidents as well as an annual detailed budget showing all anticipated revenue and expenditures for the upcoming fiscal year, as well as a year-end financial report by December 31, 2023 from the previous year.
7. Breakwater and Ramp Improvement: If the Breakwater and Ramp Improvement project continues in the Spring of 2023, the anticipated project schedule will impact or eliminate the usage of the facility through this License Agreement during the Pre-Season.

## SCHEDULE B

### NOT-FOR-PROFIT ORGANIZATIONS/COMMUNITY GROUPS

I. **Commercial General Liability Including: *Limits:***

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

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

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

2. **Accident Medical Insurance:**

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

II. **Directors and Officers Liability**

- Wrongful acts \$1,000,000 per occurrence
- Errors and omissions

\$2,000,000 annual aggregate Claims-made

Form

III. **Liquor Liability**

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

## SCHEDULE C

The PARK DISTRICT shall assign fixed rates regarding utility expenses incurred at the Clubhouse. The NSYC portion will be determined by using the expenses from the Boating Season, April 1, 2022 through the Second Friday in November, 2022 and per the percentage of use hours the Clubhouse is used by the NSYC.

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

Electrical

\$ 343.49      NSYC usage: 30% (\$1,144.98) utility expense from April 2022-November 2022

**\$343.49**      **NSYC Total Portion** (this fixed amount will be added to annual payments).

**This fee must be paid in full by August 1, 2023.**

## **SCHEDULE D**

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

#### **Serving**

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

#### **Selling**

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

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

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

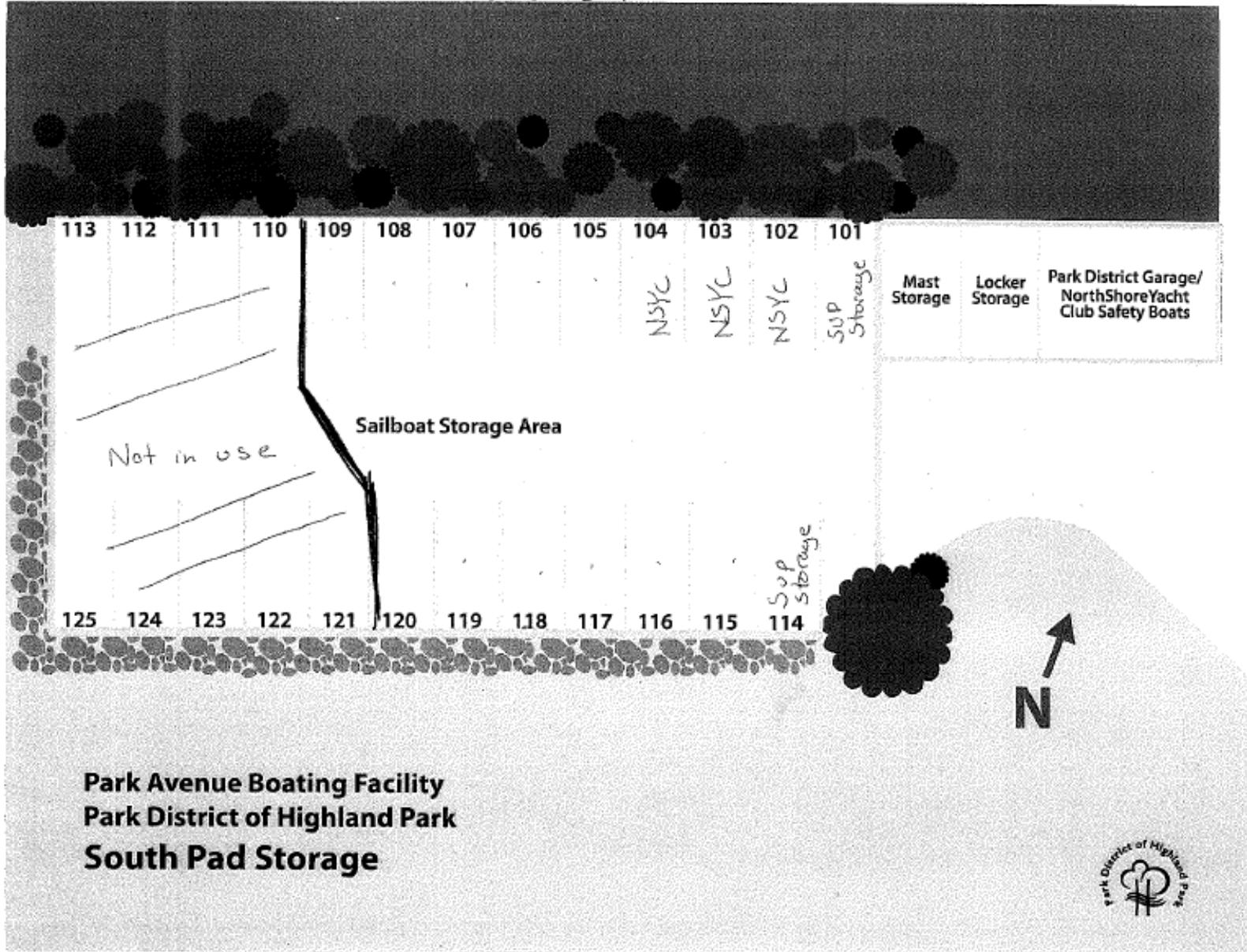
Dram Insurance in addition to the Host Liquor/Liquor Liability Insurance is required for any event where alcoholic beverages are sold. Total insurance cost for events of up to 100 people is \$365

## SCHEDULE E

Items for repair and timing of those repairs as discussed in meetings between Park District of Highland Park and North Shore Yacht Club

1. Deck Condition. District will maintain the deck for safety purposes. As time allows, aesthetic updates may occur that do not impact safety or performance, including refinishing and repainting, or striping the existing paint and re-staining may occur.
2. Gutters. District will ensure all gutters are cleaned and repaired, if required, prior to the start of season and will regularly check and clear debris throughout the season.
3. Lighting. District will ensure the navigation light by the hut is operational and repair and optimize light fixtures on and around the NSYC grounds prior to the start of the season, and during the season, if needed.
4. Dampness. District will regularly inspect the clubhouse for dampness and dehumidify as needed. District will maintain as much clearance above the foundation on the rear of the clubhouse as possible.
5. Fireplace. District will clean the flue of the clubhouse fireplace prior to start of season.
6. Bathrooms. District will ensure clubhouse toilets are operational and do not “run”, showers and shower heads are operational, and stall locks are working prior to start of season. Women’s Shower Door should be operational and not fall off.
7. Doors. District will maintain exit doors and door hardware for proper operation.
8. Window Screens. District will repair any torn or missing screens and install on all windows, prior to start of season.
9. Firepit. District will maintain firepit enclosure and metal cover, as needed.
10. Trees. District will evaluate and address any hazardous trees, as needed.
11. Beach Storage. District will tighten storage cables and replace space markers prior to start of season. District will replace broken rollers on tiered racks prior to start of season.
12. Sand Ramp. District will provide a complete installation of the entire ramp, including all tiles, and/or steel grates, winch, and will maintain at start of season, throughout season, and subject to provisions outlined in schedule C. The winch will be secured in a position so that it can be accessible and operated by users.
13. Locker Room. District will repair locker latch hardware and door hinges to make sure doors open, close, and can be locked securely.

Schedule F



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# Memorandum

**To:** Park Board of Commissioners

**From:** Amalia Schwartz, Planning and Projects Manager, Jeff Smith, Director of Planning and Projects, Brian Romes, Executive Director

**Date:** December 14, 2022

**Subject:** **Approval of the 2023 Dehumidification System Replacement Recreation Center of Highland Park Indoor Pool Bid**

## Summary

The dehumidification system at the Recreation Center of Highland Park (RCHP) regulates the humidity in the pool room. The unit is approaching its useful life. A well-running system is critical to supporting the swim programs at the RCHP. The engineering and planning to replace the unit took place in 2022. The actual replacement is planned to take place in 2023.

The bid was issued on November 9 and was due on November 30. The Park District received two complete bids. The lowest bidder is from Air Comfort. Staff reviewed their bid documents, checked references, and confirmed the scope with the low bidder.

Company	Base Bid	Alternate 1 (Removal of Ozonator)
Air Comfort LLC	\$321,000.00	\$4,400.00
MG Mechanical Contracting, Inc.	\$385,000.00	\$5,200.00

## Financial Impact

<b>2023 Budget</b>	<b>\$550,000</b>
<b>Recommended contract amount</b>	\$325,400
<b>Planned Contingency Fund (10%)</b>	\$32,540
<b>Total with Contingency</b>	\$357,940
<b>Total Anticipated Under Budget</b>	\$192,060

## Recommendation

Staff and the Park District Finance Committee recommend approval from the Park Board of Commissioners to accept the Base Bid and Alternate 1 from Air Comfort, LLC for the 2023 Dehumidification System Replacement Recreation Center of Highland Park Indoor Pool and authorize the Executive Director to enter into an agreement in the amount of \$325,400.



## Memorandum

To: Board of Park Commissioners

From: Jennifer Voss- Finance and Administrative Assistant  
Mari-Lynn Peters - Finance Director  
Brian Romes - Executive Director

Date: December 14, 2022

Subject: Bills and Payroll Disbursements authorized by Finance Committee Member(s). Checks written November 9, 2022 through December 8, 2022 to be presented to the Board for approval on December 14, 2022.

### **BILLS**

<b><u>DATE</u></b>	<b><u>AMOUNT</u></b>
November 09, 2022 Emergency Check	\$ 337,000.50
November 17, 2022 Emergency Check	\$ 111,585.78
November 22, 2022	\$ 1,050.00
December 01, 2022	\$ 1,052,390.35
December 05, 2022 Emergency Checks	\$ 849.30
December 08, 2022	\$ 1,052,240.53
December 08, 2022 Emergency Check	\$ 532,157.40
Void Payments	\$ (1,050.00)
Bank Drafts	\$ 2,742,619.54
P-Card	\$ 148,164.47
<b>TOTAL</b>	<b>\$ 5,977,007.87</b>

### **PAYROLL DISBURSEMENTS**

Novemer 18, 2022	\$ 356,912.57
December 2, 2022	\$ 348,101.92
<b>TOTAL</b>	<b>\$ 705,014.49</b>

<b>GRAND TOTAL</b>	<b>\$ 6,682,022.36</b>
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To the Treasurer:

The payment of the above listed accounts is hereby approved by the below named Finance Committee member as of 12-14-22 and you are hereby authorized to release the checks from the appropriate funds.

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

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

\_\_\_\_\_  
Secretary



Park District of Highland Park, IL

# Check Register

Packet: APPKT03357 - 11/9/22 Stuckey Construction-Emergency Check

By Vendor DBA Name

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	
18900	STUCKEY CONSTRUCTION CO., INC.	11/09/2022	Regular	0.00	337,000.50	
<a href="#">Application No. 2</a>	Invoice	10/27/2022	Centennial Arena Project#22-039	0.00	337,000.50	

**Bank Code AP Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	337,000.50
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>337,000.50</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	11/2022	337,000.50
			<u>337,000.50</u>



Park District of Highland Park, IL

# Check Register

Packet: APPKT03364 - 11/17/22 Team REIL Inc-Emergency Check

By Vendor DBA Name

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						
12521	TEAM REIL INC.	11/17/2022	Regular	0.00	111,585.78	
<a href="#">Application No. 3</a>	Invoice	11/02/2022	2022 Moraine Park Path Improvements	0.00	111,585.78	

**Bank Code AP Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	111,585.78
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
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>111,585.78</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	11/2022	111,585.78
			<u>111,585.78</u>



Park District of Highland Park, IL

# Check Register

Packet: APPKT03366 - 11/22/22 George Grunditz Jr & Sr

By Vendor DBA Name

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<b>Bank Code: AP-AP BANK</b>						
20080	GEORGE GRUNDITZ	11/22/2022	Regular	0.00	520.00	
<a href="#">092222</a>	Invoice	09/22/2022	Payment for 8 Baseball Games Umpired	0.00	520.00	
20066	OUT OF CONTROL MUSIC	11/22/2022	Regular	0.00	530.00	
<a href="#">09012022</a>	Invoice	09/01/2022	Payment for 8 Baseball Games Umpired	0.00	530.00	

**Bank Code AP Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	1,050.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>2</b>	<b>2</b>	<b>0.00</b>	<b>1,050.00</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	11/2022	1,050.00
			<hr/>
			<b>1,050.00</b>



By Vendor DBA Name

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<b>Bank Code: AP-AP BANK</b>						
18712	A.H.Y.A.A.	12/01/2022	Regular	0.00	575.00	
<a href="#">111422</a>	Invoice	11/14/2022	2023 Travel Baseball Tournament-April Rou...	0.00	575.00	
20107	A-1 ROOFING COMPANY	12/01/2022	Regular	0.00	672.00	
<a href="#">35932</a>	Invoice	11/28/2022	Hole Repair	0.00	672.00	
15147	ABC PRINTING COMPANY	12/01/2022	Regular	0.00	2,168.51	
<a href="#">270454</a>	Invoice	11/16/2022	Fitness Center Postcards & Postage	0.00	2,168.51	
10034	ABSOLUTE HOME IMPROVEMENTS	12/01/2022	Regular	0.00	7,500.00	
<a href="#">Invoice#1</a>	Invoice	11/11/2022	Memoria Park bandstand painting	0.00	7,500.00	
10149	ANCEL, GLINK, DIAMOND, BUSH,	12/01/2022	Regular	0.00	2,456.25	
<a href="#">92851</a>	Invoice	11/08/2022	Legal Services October 2022	0.00	2,456.25	
20071	AVALON PETROLEUM COMPANY	12/01/2022	Regular	0.00	18,406.63	
<a href="#">026474</a>	Invoice	09/23/2022	Fuel 9/23/22	0.00	739.92	
<a href="#">033428</a>	Invoice	08/01/2022	Fuel 8/1/22	0.00	195.14	
<a href="#">033430</a>	Invoice	08/05/2022	Fuel 8/5/22	0.00	359.55	
<a href="#">033441</a>	Invoice	08/17/2022	Fuel 8/17/22	0.00	1,333.12	
<a href="#">033444</a>	Invoice	09/16/2022	Fuel 9/16/22	0.00	1,416.90	
<a href="#">033450</a>	Invoice	09/01/2022	Fuel 9/1/22	0.00	1,070.53	
<a href="#">033578</a>	Invoice	10/26/2022	Fuel 10/26/22	0.00	714.98	
<a href="#">033584</a>	Invoice	11/04/2022	Diesel fuel 11/4/22	0.00	790.36	
<a href="#">475799</a>	Invoice	08/01/2022	Fuel 8/1/22	0.00	751.30	
<a href="#">475802</a>	Invoice	08/03/2022	Fuel 8/3/22	0.00	967.08	
<a href="#">475804</a>	Invoice	08/05/2022	Fuel 8/5/22	0.00	942.92	
<a href="#">475810</a>	Invoice	08/10/2022	Fuel 8/10/22	0.00	1,123.17	
<a href="#">475885</a>	Invoice	09/16/2022	Fuel 9/16/22	0.00	1,208.25	
<a href="#">561559</a>	Invoice	10/21/2022	Fuel 10/21/22	0.00	1,596.80	
<a href="#">561931</a>	Invoice	09/23/2022	Fuel 9/23/22	0.00	1,428.27	
<a href="#">584240</a>	Invoice	10/26/2022	Fuel 10/26/22	0.00	1,242.24	
<a href="#">584244</a>	Invoice	10/31/2022	Fuel 10/31/22	0.00	1,288.56	
<a href="#">584248</a>	Invoice	11/04/2022	Unleaded Fuel 11/4/22	0.00	1,237.54	
10537	COMMONWEALTH EDISON COMPANY	12/01/2022	Regular	0.00	8,299.94	
<a href="#">111422 02032300...</a>	Invoice	11/14/2022	1390 Sunset Rd 10/13/22-11/11/22	0.00	2,324.22	
<a href="#">112122 18122640...</a>	Invoice	11/21/2022	636 Ridge Rd 10/24/22-11/18/22	0.00	4,294.44	
<a href="#">112122 18147670...</a>	Invoice	11/21/2022	ES Egandale 1N Park 10/20/22-11/18/22	0.00	73.19	
<a href="#">112222 72610440...</a>	Invoice	11/21/2022	1240 Fredrickson POGO 10/21/22-11/21/22	0.00	1,608.09	
17719	CONSTELLATION NEWENERGY - GAS D	12/01/2022	Regular	0.00	2,178.95	
<a href="#">3619650</a>	Invoice	11/18/2022	1201 Park Ave W - October 2022	0.00	2,178.95	
20076	COUNSILMAN-HUNSAKER	12/01/2022	Regular	0.00	2,120.00	
<a href="#">21993</a>	Invoice	07/18/2022	Rosewood Beach-Professional Services 6/16...	0.00	1,060.00	
<a href="#">22133</a>	Invoice	08/15/2022	Hidden Creek- Professional Services 7/16-8/...	0.00	1,060.00	
20083	COURTNEY PERLMUTTER	12/01/2022	Regular	0.00	120.00	
<a href="#">1727316</a>	Invoice	11/15/2022	Refund	0.00	120.00	
20106	DAVID DILLION, JR	12/01/2022	Regular	0.00	390.00	
<a href="#">090122</a>	Invoice	09/01/2022	Payment for 6 baseball umpire games	0.00	390.00	
20086	DAVID M. SERRITOS	12/01/2022	Regular	0.00	140.00	
<a href="#">091122</a>	Invoice	09/11/2022	Payment for 2 baseball umpire games on 5/...	0.00	140.00	

Check Register

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
19585 <a href="#">260</a>	ELIZABETH J FINLAYSON Invoice	12/01/2022 11/04/2022	Regular Athletic Field-Oct 2022 Team Support	0.00 0.00	7,800.00 7,800.00	
10828 <a href="#">112822</a>	ERIC GOLMON Invoice	12/01/2022 11/28/2022	Regular Reimbursement for 2022 Go Live Fall Tourn...	0.00 0.00	80.00 80.00	
10887 <a href="#">11846276</a>	FIRST STUDENT, INC. Invoice	12/01/2022 11/29/2022	Regular Mini camp bus services 9/26/22 10/5/22 & 1...	0.00 0.00	885.00 885.00	
10889 <a href="#">5098</a> <a href="#">5257</a> <a href="#">5267</a>	FITNESS EQUIPMENT SERVICES, INC Invoice Invoice Invoice	12/01/2022 06/01/2022 11/07/2022 11/21/2022	Regular 6/1/22 Equipment Repairs 11/7/22 Equipment Repairs 11/21/22 Equipment Repairs	0.00 0.00 0.00 0.00	1,267.00 792.00 222.00 253.00	
20084 <a href="#">1729886</a>	GENNA FRIEDMAN Invoice	12/01/2022 11/17/2022	Regular Refund	0.00 0.00	237.00 237.00	
10974 <a href="#">5818.200-13</a>	GEWALT HAMILTON ASSOCIATES INC Invoice	12/01/2022 11/11/2022	Regular 10/1/22-10/30/22 Centennial Ice Arena Imp...	0.00 0.00	4,812.50 4,812.50	
17643 <a href="#">112122</a>	GYMNASTICS FACTORY TEAM Invoice	12/01/2022 11/21/2022	Regular Payment-Gymnastics Meet on 2/19/2023	0.00 0.00	275.00 275.00	
11069 <a href="#">111822</a>	HARRY PIERSON Invoice	12/01/2022 11/18/2022	Regular Reimbursement for broken rear glass window	0.00 0.00	685.00 685.00	
19624 <a href="#">110122</a>	HERSEY FEEDER BASKETBALL Invoice	12/01/2022 11/01/2022	Regular Payment-6 teams in the Hersey Tournament...	0.00 0.00	2,000.00 2,000.00	
17556 <a href="#">22-0298-15736</a>	HEY AND ASSOCIATES, INC Invoice	12/01/2022 11/15/2022	Regular Old Elm Trial Connection Feasibility Study	0.00 0.00	2,542.50 2,542.50	
11125 <a href="#">28718</a>	HITCHCOCK DESIGN GROUP Invoice	12/01/2022 08/31/2022	Regular Sunset Woods Phase 1 OSLAD Application As...	0.00 0.00	3,503.75 3,503.75	
15996 <a href="#">110322</a>	IBJI HEALTH PERFORMANCE INSTITUTI Invoice	12/01/2022 11/03/2022	Regular 2023 Indoor Travel Baseball space rental-1st ...	0.00 0.00	3,175.00 3,175.00	
11194 <a href="#">141</a>	ILLINOIS SHOTOKAN KARATE Invoice	12/01/2022 11/29/2022	Regular Fall 2022 Karate	0.00 0.00	5,459.09 5,459.09	
19614 <a href="#">1729950</a>	IRA WATSON SHETTY Invoice	12/01/2022 11/17/2022	Regular Refund	0.00 0.00	280.00 280.00	
17777 <a href="#">112122</a>	ITASCA PARK DISTRICT Invoice	12/01/2022 11/21/2022	Regular Payment-Gymnastics Meet 4/15/23-4/16/23	0.00 0.00	275.00 275.00	
20085 <a href="#">1732531</a>	JENNIFER KELLER Invoice	12/01/2022 11/20/2022	Regular Refund	0.00 0.00	250.00 250.00	
19557 <a href="#">1727298</a> <a href="#">1728548</a>	JENNIFER SCHULTZ Invoice Invoice	12/01/2022 11/15/2022 11/16/2022	Regular Refund Refund	0.00 0.00 0.00	165.15 72.00 93.15	
11338 <a href="#">111422</a>	JOE FIDDLER Invoice	12/01/2022 11/14/2022	Regular Payment for 4 umpire games	0.00 0.00	260.00 260.00	
19997 <a href="#">18612</a>	JUST IN TIME POOL & SPA SERVICE Invoice	12/01/2022 10/12/2022	Regular Outdoor waterpark closing	0.00 0.00	4,246.65 4,246.65	
19673 <a href="#">2003</a>	KH KIM TAEKWONDO Invoice	12/01/2022 11/29/2022	Regular Fall 2022 Taekwondo Session	0.00 0.00	4,711.20 4,711.20	
18474 <a href="#">0005144801</a> <a href="#">PS498740</a>	LAKESHORE RECYCLING SYSTEMS, LLC Invoice Invoice	12/01/2022 10/31/2022 11/17/2022	Regular 1801 Sunset Rd 11/1/22-11/30/22 PitStop Rental-Fink,Preserve,Cunniff,WoodR...	0.00 0.00 0.00	621.07 92.92 528.15	

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	
20070	LAMARCO SYSTEMS, INC.	12/01/2022	Regular	0.00	1,973.00	
<a href="#">101237</a>	Invoice	11/21/2022	Fire Alarm and Smoking devices Testing	0.00	1,973.00	
20108	LIFE FITNESS, LLC (36-4915818)	12/01/2022	Regular	0.00	4,057.79	
<a href="#">7217061</a>	Invoice	11/01/2022	AXIOM Pulldown/Row Installation	0.00	4,057.79	
19693	LINCOLNSHIRE SPORTS ASSOCIATION	12/01/2022	Regular	0.00	250.00	
<a href="#">112822</a>	Invoice	11/28/2022	Remaining balance due-'23 Lincolnshire Su...	0.00	250.00	
11629	LOU WHITE	12/01/2022	Regular	0.00	814.00	
<a href="#">110122</a>	Invoice	11/01/2022	Payment for 22 basketball umpire games	0.00	814.00	
10954	MAGIC OF GARY KANTOR	12/01/2022	Regular	0.00	191.10	
<a href="#">110922</a>	Invoice	11/09/2022	November 2022 Magic Class-14 students	0.00	191.10	
11724	MATT ARBIT	12/01/2022	Regular	0.00	130.00	
<a href="#">110122</a>	Invoice	11/01/2022	Payment for 2 baseball umpire games	0.00	130.00	
14647	MIDWEST FENCING CLUB	12/01/2022	Regular	0.00	1,755.00	
<a href="#">50</a>	Invoice	11/30/2022	Fencing Class 10/14/22-11/18/22	0.00	1,755.00	
17635	NICHOLAS SUHADOLNIK	12/01/2022	Regular	0.00	140.00	
<a href="#">112022</a>	Invoice	11/20/2022	Payment-2 Baseball umpire games 7/15/22 ...	0.00	140.00	
13604	NORTH SHORE GAS	12/01/2022	Regular	0.00	5,460.32	
<a href="#">110422 06011450...</a>	Invoice	11/04/2022	636 Ridge Rd 10/1/22-10/31/22	0.00	748.23	
<a href="#">110422 06024054...</a>	Invoice	11/04/2022	1240 Fredrickson(Hidden Creek) 10/1/22-10...	0.00	250.09	
<a href="#">110422 06081976...</a>	Invoice	11/04/2022	1801 Sunset Rd 9/1/22-10/31/22	0.00	214.94	
<a href="#">110722 06011450...</a>	Invoice	11/07/2022	3100 Trail Way(Centennial Ice) 10/1/22-10/...	0.00	1,387.60	
<a href="#">111622 06011450...</a>	Invoice	11/16/2022	Deer Creek 10/18/22-11/11/22	0.00	593.06	
<a href="#">111622 06011450...</a>	Invoice	11/16/2022	RCHP 10/15/22-11/10/22	0.00	743.12	
<a href="#">111622 06011450...</a>	Invoice	11/16/2022	1240 Fredrickson Pl 10/15/22-11/10/22	0.00	971.64	
<a href="#">111622 06022257...</a>	Invoice	11/16/2022	1390 Sunset Rd 10/15/22-11/10/22	0.00	212.19	
<a href="#">111622 06024054...</a>	Invoice	11/16/2022	2900 Trail Way 10/15/22-11/10/22	0.00	59.26	
<a href="#">111622 06024054...</a>	Invoice	11/16/2022	1377 Clavey Rd 10/15/22-11/11/22	0.00	97.99	
<a href="#">111622 06024054...</a>	Invoice	11/16/2022	3100 Trail Way 10/15/22-11/10/22	0.00	91.49	
<a href="#">111622 06024054...</a>	Invoice	11/16/2022	Aquatic Park 10/15/22-11/10/22	0.00	90.71	
20105	PACE ANALYTICAL SERVICES, LLC	12/01/2022	Regular	0.00	2,199.15	
<a href="#">19535085</a>	Invoice	11/08/2022	Water Testing-Drinking fountain/outdoor fac...	0.00	2,199.15	
16344	PARKS FOUNDATION OF HIGHLAND P/	12/01/2022	Regular	0.00	18,170.30	
<a href="#">112922</a>	Invoice	11/29/2022	Foundation funds collected at PDHP-Novem...	0.00	18,170.30	
19971	PLAY-WELL TEKNOLOGIES	12/01/2022	Regular	0.00	400.00	
<a href="#">DB22283</a>	Invoice	08/05/2022	7/30/22 Adventures in STEM class	0.00	400.00	
18695	REAL DEAL SPORTS LLC	12/01/2022	Regular	0.00	140.00	
<a href="#">112022</a>	Invoice	11/20/2022	Payment-Assigning evaluatorsTravel Basketb...	0.00	140.00	
12211	RICOH USA, INC	12/01/2022	Regular	0.00	924.45	
<a href="#">5066129581</a>	Invoice	11/17/2022	Copies 10/17/22-11/16/22	0.00	924.45	
16459	SANTO SPORT STORE	12/01/2022	Regular	0.00	11,755.30	
<a href="#">707949</a>	Invoice	11/14/2022	Mizuno Youth/Intermediate catchers gear b...	0.00	1,540.00	
<a href="#">708695</a>	Invoice	11/14/2022	Holloway Mens Polos/Augusta Chill Fleeces	0.00	834.70	
<a href="#">708731</a>	Invoice	11/07/2022	Badger Youth & Adult performance shirts	0.00	1,851.00	
<a href="#">708733</a>	Invoice	11/02/2022	12 Champro Basketball Coach's board 9x12	0.00	231.00	
<a href="#">708750</a>	Invoice	11/10/2022	Alleson basketball youth/adult jerseys & sho...	0.00	4,946.40	
<a href="#">708751</a>	Invoice	11/10/2022	Champro Youth & Adult Jerseys	0.00	1,136.20	
<a href="#">708752</a>	Invoice	11/10/2022	Badger Youth & Adult shirts	0.00	1,216.00	
20082	SARAH COHEN	12/01/2022	Regular	0.00	50.00	
<a href="#">1727234</a>	Invoice	11/15/2022	Refund	0.00	50.00	

Check Register

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
20081	SARINA ASHER	12/01/2022	Regular	0.00	21.90	
<a href="#">1728590</a>	Invoice	11/16/2022	Refund	0.00	21.90	
19655	SPORTS INTERNATIONAL INC	12/01/2022	Regular	0.00	589.85	
<a href="#">11069</a>	Invoice	11/16/2022	7 Gymnastics Team black leotards	0.00	589.85	
18900	STUCKEY CONSTRUCTION CO., INC.	12/01/2022	Regular	0.00	907,083.00	
<a href="#">Application No. 3</a>	Invoice	11/18/2022	Centennial Arena Project#22-039	0.00	907,083.00	
19972	TASTE BUDS KITCHEN	12/01/2022	Regular	0.00	2,520.00	
<a href="#">112922</a>	Invoice	11/29/2022	Junior Chefs Fall 2022 Semester 2 11/1/22-1...	0.00	2,520.00	
12543	TGF FORESTRY & FIRE INC	12/01/2022	Regular	0.00	3,840.00	
<a href="#">22-1090</a>	Invoice	11/29/2022	11/22/22-11/23/22 Wildland Fire Engine and..	0.00	2,940.00	
<a href="#">22-1091</a>	Invoice	11/29/2022	Field/Brush Mowing-North section of Preser...	0.00	900.00	
16708	THE CITY OF LAKE FOREST	12/01/2022	Regular	0.00	1,367.00	
<a href="#">10000</a>	Invoice	11/16/2022	Diamond Rental Hours/SFIF Contributions Ba...	0.00	1,367.00	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	98	55	0.00	1,052,390.35
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>98</b>	<b>55</b>	<b>0.00</b>	<b>1,052,390.35</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	12/2022	1,052,390.35
			<u>1,052,390.35</u>



Park District of Highland Park, IL

# Check Register

Packet: APPKT03376 - 12/05/22 IMRF-Emergency Checks

By Vendor DBA Name

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<b>Bank Code: AP-AP BANK</b>						
11177	ILL MUNICIPAL RETIREMENT FUND	12/05/2022	Regular	0.00	111.11	
<a href="#">120222</a>	Invoice	12/02/2022	Charge Advice #202223018	0.00	111.11	
11177	ILL MUNICIPAL RETIREMENT FUND	12/05/2022	Regular	0.00	738.19	
<a href="#">12222</a>	Invoice	12/02/2022	Charge Advice #202222995	0.00	738.19	

**Bank Code AP Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	849.30
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>2</b>	<b>2</b>	<b>0.00</b>	<b>849.30</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	12/2022	849.30
			<hr/>
			<b>849.30</b>



Park District of Highland Park, IL

# Check Register

Packet: APPKT03383 - 120822 Check Print

By Vendor DBA Name

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<b>Bank Code: AP-AP BANK</b>						
10034	ABSOLUTE HOME IMPROVEMENTS	12/08/2022	Regular	0.00	1,750.00	
<a href="#">Quote 2</a>	Invoice	12/05/2022	Old Elm slide replacement installation	0.00	1,750.00	
19424	ALPHA CLEANING COMPANY	12/08/2022	Regular	0.00	425.64	
<a href="#">6739</a>	Invoice	11/30/2022	November 1-6, 2022 Cleaning Services	0.00	425.64	
18335	ALTORFER INDUSTRIES INC	12/08/2022	Regular	0.00	2,320.16	
<a href="#">C2615901</a>	Invoice	11/14/2022	Equipment Rental	0.00	2,320.16	
10111	AMALGAMATED BANK OF CHICAGO	12/08/2022	Regular	0.00	475.00	
<a href="#">1857737002 1201...</a>	Invoice	12/01/2022	Administrative Fee 12/01/22-11/30/23	0.00	475.00	
14293	AMAZING MINDS 2 LLC	12/08/2022	Regular	0.00	882.00	
<a href="#">120622</a>	Invoice	12/06/2022	Fall 2 Session 11/2-12/21	0.00	882.00	
10149	ANCEL, GLINK, DIAMOND, BUSH,	12/08/2022	Regular	0.00	1,965.00	
<a href="#">93264</a>	Invoice	12/07/2022	Legal Services November 2022	0.00	1,965.00	
19447	ANDREA LIEBERMAN	12/08/2022	Regular	0.00	302.50	
<a href="#">1742236</a>	Invoice	12/02/2022	Refund	0.00	302.50	
19172	AQUAMOON LLC	12/08/2022	Regular	0.00	605.00	
<a href="#">22-1935</a>	Invoice	11/30/2022	Aquarium Service	0.00	605.00	
20071	AVALON PETROLEUM COMPANY	12/08/2022	Regular	0.00	2,147.01	
<a href="#">584306</a>	Invoice	11/09/2022	Fuel 11/09/22	0.00	1,386.99	
<a href="#">584323</a>	Invoice	11/15/2022	Fuel 11/14/22	0.00	760.02	
18759	BALANCED ENVIRONMENTS, INC	12/08/2022	Regular	0.00	21,835.71	
<a href="#">114313</a>	Invoice	10/07/2022	Contracted September Routine Mowing	0.00	10,565.64	
<a href="#">114314</a>	Invoice	11/07/2022	September Contracted Landscape Services	0.00	7,200.22	
<a href="#">115918</a>	Invoice	11/30/2022	Contracted November Routine Mowing	0.00	2,641.41	
<a href="#">115919</a>	Invoice	11/30/2022	November Contracted Landscape Services	0.00	1,428.44	
19974	CHESS-ED LLC	12/08/2022	Regular	0.00	840.00	
<a href="#">113022</a>	Invoice	11/30/2022	Chess Camp 11/10-12/15 Youth Enrichment ...	0.00	840.00	
20023	CHICAGO BACKFLOW, INC.	12/08/2022	Regular	0.00	16,451.00	
<a href="#">377607</a>	Invoice	10/27/2022	Fire Protection RPZ replacement	0.00	9,276.00	
<a href="#">377608</a>	Invoice	10/17/2022	HCAP RPZ Repair	0.00	1,995.00	
<a href="#">377609</a>	Invoice	10/17/2022	GLC RPZ repair	0.00	1,895.00	
<a href="#">377610</a>	Invoice	10/18/2022	Founders RPZ repair	0.00	695.00	
<a href="#">377611</a>	Invoice	10/18/2022	Lincoln RPZ repairs	0.00	695.00	
<a href="#">377612</a>	Invoice	11/18/2022	Rosewood Beach concessions RPZ repairs	0.00	1,895.00	
10463	CHICAGO TRIBUNE COMPANY	12/08/2022	Regular	0.00	150.01	
<a href="#">062680814000</a>	Invoice	11/01/2022	Online classified listings/Online BID Listings	0.00	150.01	
20109	CHLOE BREITMAN	12/08/2022	Regular	0.00	90.00	
<a href="#">1741903</a>	Invoice	12/02/2022	Refund	0.00	90.00	

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Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
10502	CITY OF HIGHLAND PARK	12/08/2022	Regular	0.00	5,168.31	
<a href="#">120122 024593</a>	Invoice	12/01/2022	1755 St Johns Ave 11/01/22-11/30/22	0.00	8.50	
<a href="#">120522 006468</a>	Invoice	12/05/2022	0 Cloverdale 09/01/22-11/30/22	0.00	63.10	
<a href="#">120522 007039</a>	Invoice	12/05/2022	3420 Krenn Ave 09/01/22-11/30/22	0.00	70.72	
<a href="#">120522 007271</a>	Invoice	12/05/2022	0 Kent 09/01/22-11/30/22	0.00	25.50	
<a href="#">120522 008032</a>	Invoice	12/05/2022	636 Ridge Rd 09/01/22-11/30/22	0.00	1,100.02	
<a href="#">120522 008037</a>	Invoice	12/05/2022	636 Ridge Rd 09/01/22-11/30/22	0.00	657.74	
<a href="#">120522 008912</a>	Invoice	12/05/2022	150 Barberry 09/01/22-11/30/22	0.00	633.79	
<a href="#">120522 009261</a>	Invoice	12/05/2022	2821 Ridge Rd 09/01/22-11/30/22	0.00	650.76	
<a href="#">120522 026564</a>	Invoice	12/05/2022	2755 Trail Way 09/01/22-11/30/22	0.00	25.50	
<a href="#">120522 026583</a>	Invoice	12/05/2022	1556 Grove Ave 09/01/22-11/30/22	0.00	25.50	
<a href="#">120522 026585</a>	Invoice	12/05/2022	1240 Fredrickson 09/01/22-11/30/22	0.00	1,881.68	
<a href="#">120522 026603</a>	Invoice	12/05/2022	850 Clavey Rd 09/01/22-11/30/22	0.00	25.50	
19937	CLIFFORD WALD & CO	12/08/2022	Regular	0.00	430.78	
<a href="#">SINV102796</a>	Invoice	11/29/2022	Scrim Vinyl W/R 15 mil- 3"- 36"x40' - 1 Roll	0.00	430.78	
19725	CLIFTON TURNER	12/08/2022	Regular	0.00	375.00	
<a href="#">113022</a>	Invoice	11/30/2022	10 Games-Flag Football Referee. Oct & Nov ...	0.00	375.00	
14270	CLUB MOMENTUM ATHLETICS	12/08/2022	Regular	0.00	702.20	
<a href="#">055</a>	Invoice	12/05/2022	Winter 2022 Youth Volleyball Camps	0.00	702.20	
10624	DANIEL CREANEY COMPANY	12/08/2022	Regular	0.00	1,572.50	
<a href="#">45278</a>	Invoice	10/05/2022	September 2022 Moraine Park Path	0.00	1,347.50	
<a href="#">45337</a>	Invoice	11/18/2022	October 2022 Moraine Park Path	0.00	225.00	
18562	DAVIS BANCORP INC	12/08/2022	Regular	0.00	1,518.00	
<a href="#">109027</a>	Invoice	11/30/2022	Armored Transportation- November 2022	0.00	1,518.00	
20075	DIRECT ENERGY BUSINESS	12/08/2022	Regular	0.00	3,925.34	
<a href="#">HS23325781</a>	Invoice	11/08/2022	636 Ridge Rd 10/1/22-10/31/22 Commodity	0.00	1,395.49	
<a href="#">HS23325782</a>	Invoice	11/08/2022	1240 Fredrickson (Hidden Creek) 10/1/22-10...	0.00	132.22	
<a href="#">HS23343246</a>	Invoice	11/18/2022	3100 Trail Way (Centennial Ice) 10/1/22-10/...	0.00	2,397.63	
17122	DYNEGY ENERGY SERVICES	12/08/2022	Regular	0.00	13,467.58	
<a href="#">331665722111</a>	Invoice	11/30/2022	October-November 2022	0.00	13,467.58	
10868	FAULKS BROS. CONSTRUCTION, INC	12/08/2022	Regular	0.00	1,275.39	
<a href="#">379708</a>	Invoice	12/02/2022	Fines free non-dried Roscoe	0.00	1,275.39	
10947	GAMETIME	12/08/2022	Regular	0.00	139.47	
<a href="#">PJI 0198013</a>	Invoice	11/18/2022	Sunset Woods-Rubber Matting Plate	0.00	139.47	
20084	GENNA FRIEDMAN	12/08/2022	Regular	0.00	30.00	
<a href="#">1741906</a>	Invoice	12/02/2022	Refund	0.00	30.00	
10974	GEWALT HAMILTON ASSOCIATES INC	12/08/2022	Regular	0.00	5,642.63	
<a href="#">5121.050-8</a>	Invoice	11/18/2022	Fink Park Baseball 10/01/22-10/30/22	0.00	5,240.63	
<a href="#">5121.250-20</a>	Invoice	11/23/2022	SVGC Bridge Replacement	0.00	402.00	
20111	HALLORAN POWER EQUIPMENT INC.	12/08/2022	Regular	0.00	66,962.64	
<a href="#">PO# 102722-2</a>	Invoice	11/18/2022	2022 Two Gravely Electric Z Turn Mowers	0.00	66,962.64	
20112	HINECRAFT, LLC	12/08/2022	Regular	0.00	1,269.08	
<a href="#">566</a>	Invoice	11/28/2022	22" Walking Mower	0.00	1,269.08	
19980	ICE BUILDERS, INC.	12/08/2022	Regular	0.00	306,830.00	
<a href="#">4</a>	Invoice	11/30/2022	Centennial Ice Arena Rink Replacement	0.00	306,830.00	
18561	J MILLER MARKETING INC	12/08/2022	Regular	0.00	200.00	
<a href="#">21329</a>	Invoice	12/05/2022	December 2022 Online Management	0.00	200.00	

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Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
13391	JIM STATZA	12/08/2022	Regular	0.00	487.50	
<a href="#">113022</a>	Invoice	11/30/2022	13 Games Flag Football Referee. Oct & Nov ...	0.00	487.50	
19584	JOHN GRAF	12/08/2022	Regular	0.00	337.50	
<a href="#">113022</a>	Invoice	11/30/2022	9 Games Flag Football Referee. Oct & Nov 2...	0.00	337.50	
16038	KURT ANSTETT	12/08/2022	Regular	0.00	300.00	
<a href="#">113022</a>	Invoice	11/30/2022	8 Games Flag Footbal Referee November 20...	0.00	300.00	
18474	LAKESHORE RECYCLING SYSTEMS, LLC	12/08/2022	Regular	0.00	1,158.85	
<a href="#">0005166775</a>	Invoice	11/30/2022	2202 Skokie Valley Rd 12/01/22-12/31/22	0.00	80.22	
<a href="#">0005166892</a>	Invoice	11/30/2022	636 Ridge Rd 12/01/22-12/31/22	0.00	205.83	
<a href="#">0005166894</a>	Invoice	11/30/2022	1390 Sunset Rd 12/01/22-12/31/22	0.00	131.40	
<a href="#">0005166896</a>	Invoice	11/30/2022	1240 Fredrickson Pl 12/01/22-12/31/22	0.00	377.84	
<a href="#">0005167122</a>	Invoice	11/30/2022	1201 Park Ave W 12/01/22-12/31/22	0.00	363.56	
17106	MISS CATHY MUSIC INC	12/08/2022	Regular	0.00	4,278.72	
<a href="#">120622</a>	Invoice	12/06/2022	Fall Session 2, Kindermusik	0.00	4,278.72	
10006	NCPERS GROUP LIFE INSURANCE	12/08/2022	Regular	0.00	64.00	
<a href="#">3301122022</a>	Invoice	11/01/2022	NCPERS Group Life Insurance	0.00	64.00	
11959	NSSRA	12/08/2022	Regular	0.00	156,189.41	
<a href="#">716</a>	Invoice	11/17/2022	2nd Installment 2022 Member Agency Contr...	0.00	156,189.41	
11998	PARK DISTRICT RISK MGMT AGCY	12/08/2022	Regular	0.00	24,117.57	
<a href="#">1122133</a>	Invoice	11/30/2022	November 2022-Liability Insurance	0.00	24,117.57	
11998	PARK DISTRICT RISK MGMT AGCY	12/08/2022	Regular	0.00	172,700.72	
<a href="#">1122133H</a>	Invoice	11/30/2022	November 2022- Employee Health Insurance	0.00	172,700.72	
19971	PLAY-WELL TECHNOLOGIES	12/08/2022	Regular	0.00	1,824.00	
<a href="#">DB22685</a>	Invoice	11/30/2022	11/1/22-12/20/22 Adventures in STEM class	0.00	1,824.00	
17425	PNC EQUIPMENT FINANCE	12/08/2022	Regular	0.00	1,309.70	
<a href="#">1577073</a>	Invoice	11/30/2022	SVGC Utility Cart Lease 12/30/22-01/29/23	0.00	1,309.70	
16459	SANTO SPORT STORE	12/08/2022	Regular	0.00	4,617.70	
<a href="#">708753</a>	Invoice	11/21/2022	Alleson Youth & Adult Basketball Jerseys	0.00	2,643.00	
<a href="#">708754</a>	Invoice	11/21/2022	Champro Youth & Adult Practice Jerseys	0.00	598.00	
<a href="#">708755</a>	Invoice	11/21/2022	Badger Youth & Adult Dri-Fit Shirts	0.00	640.00	
<a href="#">708757</a>	Invoice	11/21/2022	Travel/Feeder Basketball Uniforms	0.00	544.00	
<a href="#">708778</a>	Invoice	11/21/2022	Alleson Adult Reversible Basketball Jersey	0.00	65.90	
<a href="#">708779</a>	Invoice	11/21/2022	Champro Adult Reversible Practice Jersey	0.00	30.95	
<a href="#">708787</a>	Invoice	11/21/2022	Alleson Youth Reversible Basketball Jerseys	0.00	64.90	
<a href="#">708788</a>	Invoice	11/21/2022	Champro Youth Reversible Practice Jersey	0.00	30.95	
17607	SCHAUMBURG PARK DISTRICT	12/08/2022	Regular	0.00	425.00	
<a href="#">120622</a>	Invoice	12/06/2022	Gymnastics Meet Fee 3/3/23 & 3/4/23	0.00	425.00	
18132	SCOTT TRICE	12/08/2022	Regular	0.00	412.50	
<a href="#">113022</a>	Invoice	11/30/2022	11 Games Flag Football Referee. Oct & Nov ...	0.00	412.50	
12393	SMITHGROUP, INC.	12/08/2022	Regular	0.00	8,240.00	
<a href="#">0167247</a>	Invoice	11/22/2022	Park Ave Boat Launch Construction Admin 1...	0.00	8,240.00	
12521	TEAM REIL INC.	12/08/2022	Regular	0.00	206,987.73	
<a href="#">Invoice No. 4</a>	Invoice	11/30/2022	Moraine Park Path Improvements	0.00	206,987.73	
18739	THE CODER SCHOOL-NORTH SHORE	12/08/2022	Regular	0.00	2,856.00	
<a href="#">62</a>	Invoice	12/06/2022	Fall Session Coder School Program	0.00	2,856.00	
19761	THE ULTIMATE SCHOOL OF GUITAR	12/08/2022	Regular	0.00	2,457.00	
<a href="#">734</a>	Invoice	12/07/2022	11/03/22-12/16/22 Session dates	0.00	2,457.00	

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Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
12607	TIM GIBSON	12/08/2022	Regular	0.00	450.00	
<a href="#">113022</a>	Invoice	12/02/2022	12 Games-Flag Football Referee Oct & Nov 2...	0.00	450.00	
12631	TONY ROSS	12/08/2022	Regular	0.00	562.50	
<a href="#">113022</a>	Invoice	11/30/2022	15 Games- Flag Football Referee. Oct & Nov ...	0.00	562.50	
20063	WILLIE ROUNSAVILLE	12/08/2022	Regular	0.00	187.50	
<a href="#">113022</a>	Invoice	11/30/2022	5 Games Flag Football Referee. Oct & Nov 2...	0.00	187.50	
17515	WINDSTREAM	12/08/2022	Regular	0.00	2,528.68	
<a href="#">75281711</a>	Invoice	11/22/2022	November 2022	0.00	2,528.68	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	87	52	0.00	1,052,240.53
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>87</b>	<b>52</b>	<b>0.00</b>	<b>1,052,240.53</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	12/2022	1,052,240.53
			<u>1,052,240.53</u>



Park District of Highland Park, IL

# Check Register

Packet: APPKT03385 - 12/08/22 Lakes & Rivers Contracting Inc-  
Emergency Check

By Vendor DBA Name

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	
19928	LAKES AND RIVERS CONTRACTING, INC	12/08/2022	Regular	0.00	532,157.40	
<a href="#">Application No 4</a>	Invoice	11/30/2022	Park Avenue Launch Project	0.00	532,157.40	

**Bank Code AP Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	532,157.40
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>532,157.40</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	12/2022	532,157.40
			<u>532,157.40</u>



Park District of Highland Park, IL

# Check Register

Packet: APPKT03358 - Bank Draft 11/10/22 IMRF

By Vendor DBA Name

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<b>Bank Code: PAYROLL-PAYROLL BANK</b>						
11177	ILL MUNICIPAL RETIREMENT FUND	11/10/2022	Bank Draft	0.00	40,283.56	DFT0003892
<a href="#">103122</a>	Invoice	10/31/2022	October 2022 IMRF Contributions	0.00	40,283.56	

**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	40,283.56
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>40,283.56</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	11/2022	40,283.56
			<hr/>
			<b>40,283.56</b>



Park District of Highland Park, IL

# Check Register

Packet: APPKT03361 - Bank Draft 11/16/22 - IL Department of Revenue

By Vendor DBA Name

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	
11188	ILLINOIS DEPT OF REVENUE	11/17/2022	Bank Draft	0.00	820.00	DFT0003893
<a href="#">103122</a>	Invoice	10/31/2022	October 2022 ST-1 Sales/Use Tax Payment	0.00	820.00	

**Bank Code AP Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	820.00
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>820.00</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	11/2022	820.00
			<hr/>
			<b>820.00</b>



Park District of Highland Park, IL

# Check Register

Packet: APPKT03368 - Bank Draft 11/18/22 ICMA 457

By Vendor DBA Name

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<b>Bank Code: PAYROLL-PAYROLL BANK</b>						
11161	ICMA RETIREMENT TRUST #302037	11/18/2022	Bank Draft	0.00	4,151.30	DFT0003913
<a href="#">111822 ICMA 457</a>	Invoice	11/18/2022	11/18/22 ICMA 457 Deductions Plan#302037	0.00	4,151.30	

**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	4,151.30
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>4,151.30</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	11/2022	4,151.30
			<hr/>
			<b>4,151.30</b>



Park District of Highland Park, IL

# Check Register

Packet: APPKT03367 - Bank Draft 11/18/22-ICMA Roth IRA

By Vendor DBA Name

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<b>Bank Code: PAYROLL-PAYROLL BANK</b>						
12825	ICMA RETIREMENT TRUST #705568	11/18/2022	Bank Draft	0.00	250.00	DFT0003912
<a href="#">111822 ICMA Roth</a>	Invoice	11/18/2022	Pay Period 11/18/22 ICMA Roth IRA Plan#70...	0.00	250.00	

**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	1	1	0.00	250.00
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>250.00</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	11/2022	250.00
			<hr/>
			<b>250.00</b>



Park District of Highland Park, IL

# Check Register

Packet: APPKT03381 - Bank Draft 12/05/22 ICMA 457

By Vendor DBA Name

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<b>Bank Code: PAYROLL-PAYROLL BANK</b>						
11161	ICMA RETIREMENT TRUST #302037	12/05/2022	Bank Draft	0.00	4,189.68	DFT0003923
<a href="#">120222 ICMA 457</a>	Invoice	12/05/2022	12/02/22 ICMA 457 Deductions Plan #302037	0.00	4,189.68	

**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	4,189.68
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>4,189.68</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	12/2022	4,189.68
			<hr/>
			<b>4,189.68</b>



Park District of Highland Park, IL

# Check Register

Packet: APPKT03380 - Bank Draft 12/05/22 ICMA-Roth IRA

By Vendor DBA Name

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<b>Bank Code: PAYROLL-PAYROLL BANK</b>						
12825	ICMA RETIREMENT TRUST #705568	12/05/2022	Bank Draft	0.00	250.00	DFT0003922
<a href="#">120222 ICMA Roth</a>	Invoice	12/05/2022	12/02/22 ICMA Roth IRA Plan # 705568	0.00	250.00	

**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	1	1	0.00	250.00
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>250.00</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	12/2022	250.00
			<hr/>
			<b>250.00</b>



Park District of Highland Park, IL

# Check Register

Packet: APPKT03377 - Bank Draft 12/05/22 Tax Park Bonds Series 2017

By Vendor DBA Name

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	
10111	AMALGAMATED BANK OF CHICAGO	12/05/2022	Bank Draft	0.00	1,143,000.00	DFT0003919
<a href="#">6444 120522</a>	Invoice	12/05/2022	Tax Park Bonds Series 2017	0.00	1,143,000.00	

**Bank Code AP Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	1,143,000.00
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>1,143,000.00</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	12/2022	1,143,000.00
			<u>1,143,000.00</u>



Park District of Highland Park, IL

# Check Register

Packet: APPKT03378 - Bank Draft 12/05/22 Tax Park Bonds Series 2020

By Vendor DBA Name

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	
10111	AMALGAMATED BANK OF CHICAGO	12/05/2022	Bank Draft	0.00	300,150.00	DFT0003920
<a href="#">7181 120522</a>	Invoice	12/05/2022	Tax Park Bonds Series 2020	0.00	300,150.00	

**Bank Code AP Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	300,150.00
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>300,150.00</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	12/2022	300,150.00
			<u>300,150.00</u>



Park District of Highland Park, IL

# Check Register

Packet: APPKT03379 - Bank Draft 12/05/22 Tax Park Bonds Series 2021

By Vendor DBA Name

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	
10111	AMALGAMATED BANK OF CHICAGO	12/05/2022	Bank Draft	0.00	1,249,525.00	DFT0003921
<a href="#">7737 120522</a>	Invoice	12/05/2022	Tax Park Bonds Series 2021	0.00	1,249,525.00	

**Bank Code AP Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	1,249,525.00
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>1,249,525.00</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	12/2022	1,249,525.00
			<u>1,249,525.00</u>



Park District of Highland Park, IL

# Check Register

Packet: APPKT03370 - P-Card Statement 10/8/22-11/7/22 Payment

By Vendor DBA Name

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<b>Bank Code: AP-AP BANK</b>						
10313	BOA P-CARD STATEMENTS	11/30/2022	Bank Draft	0.00	148,164.47	DFT0003917
<a href="#">110722</a>	Invoice	11/07/2022	P-Card with PA	0.00	148,164.47	

**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	148,164.47
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>148,164.47</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	11/2022	148,164.47
			<u>148,164.47</u>



Park District of Highland Park, IL

# Payment Reversal Register

APPKT03360 - 11/16/22 George Grunditz, Sr - Void Check#188559

## Canceled Payables

**Vendor Set:** 01 - Vendor Set 01

**Bank:** AP - AP BANK

Vendor Number	Vendor Name				Total Vendor Amount
<a href="#">20066</a>	GEORGE GRUNDITZ				-1,050.00
Payment Type	Payment Number	Original Payment Date	Reversal Date	Cancel Date	Payment Amount
Check	<a href="#">188559</a>	11/04/2022	11/16/2022	11/16/2022	-1,050.00
Payable Number:	Description	Payable Date	Due Date		Payable Amount
<a href="#">090122-R</a>	Payment for 8 baseball umpire games	09/01/2022	11/01/2022		530.00
<a href="#">092222-R</a>	Payment for 8 baseball umpire games	09/22/2022	11/01/2022		520.00

### Bank Code Summary

Bank Code	Canceled Payables	Payables Left To Pay Again	Total
AP	-1,050.00	0.00	-1,050.00
<b>Report Total:</b>	<b>-1,050.00</b>	<b>0.00</b>	<b>-1,050.00</b>



Park District of Highland Park, IL

# Income Statement

Current Period Ending 11/30/2022

## DISTRICT WIDE

Type	Month		Year To Date			Annual Budget	Prior Year	
	Actual	Budget	Actual	Budget	Variance Favorable (Unfavorable)		Month	YTD
<b>Revenue</b>								
100 - PROGRAMS	428,639.87	241,594.35	3,444,063.81	2,654,848.77	789,215.04	2,795,872.75	318,171.30	2,630,374.93
110 - CAMPS	-80.00	0.00	1,741,089.14	1,956,224.10	-215,134.96	1,960,724.10	-390.00	1,263,049.03
120 - LESSONS	32,006.50	39,054.59	499,256.60	437,838.99	61,417.61	471,319.00	37,681.65	525,843.02
130 - SPECIAL EVENTS	813.50	14,254.48	74,020.71	101,059.47	-27,038.76	118,640.00	10,418.25	37,965.50
410 - TAX	406,412.00	1,045,309.31	14,319,924.90	12,774,400.05	1,545,524.85	13,826,335.90	126,852.21	13,410,435.67
420 - FEES & CHARGES	83,828.33	31,230.10	2,639,149.78	2,404,681.70	234,468.08	2,426,544.00	59,548.25	2,879,492.47
440 - MEMBERSHIPS	71,726.35	112,767.68	770,211.57	1,108,452.69	-338,241.12	1,230,080.00	44,253.09	520,191.47
450 - RENTALS	100,226.77	132,846.35	1,257,117.41	1,388,518.13	-131,400.72	1,442,465.20	149,415.91	1,356,269.35
460 - MERCHANDISING	10,684.32	6,839.87	157,961.58	109,301.23	48,660.35	114,913.50	5,214.12	132,455.63
470 - INTEREST INCOME	39,729.05	499.80	150,272.99	5,497.80	144,775.19	6,000.00	266.90	8,528.89
480 - MISCELLANEOUS INCOME	17,077.84	7,426.20	592,514.18	787,868.18	-195,354.00	793,776.00	-396,499.77	317,600.32
510 - OTHER INCOME	19,436.39	0.00	300,890.19	66,006.17	234,884.02	106,724.58	0.00	172,068.14
520 - BOND/DEBT PROCEEDS	39,706.63	0.00	168,982.48	0.00	168,982.48	0.00	396,334.56	397,537.72
<b>Total Revenue:</b>	<b>1,250,207.55</b>	<b>1,631,822.73</b>	<b>26,115,455.34</b>	<b>23,794,697.28</b>	<b>2,320,758.06</b>	<b>25,293,395.03</b>	<b>751,266.47</b>	<b>23,651,812.14</b>
<b>Expense</b>								
100 - PROGRAMS	137,970.18	115,862.49	1,373,007.51	1,412,927.36	39,919.85	1,559,749.95	116,283.78	1,081,170.99
110 - CAMPS	5,024.00	788.96	837,387.20	1,121,242.44	283,855.24	1,126,808.01	188,473.19	718,979.65
120 - LESSONS	16,820.41	23,136.60	219,925.20	244,399.90	24,474.70	267,389.33	19,716.70	248,532.00
130 - SPECIAL EVENTS	11,246.47	6,527.83	143,271.28	132,399.40	-10,871.88	146,101.52	6,116.24	42,506.91
440 - MEMBERSHIPS	8,059.55	13,130.95	88,823.91	137,806.82	48,982.91	157,219.17	0.00	0.00
610 - SALARIES & WAGES	597,264.10	594,940.09	6,783,811.48	7,285,601.91	501,790.43	8,363,084.03	517,937.98	5,935,534.42
620 - CONTRACTUAL SERVICES	536,201.08	343,717.06	2,993,591.45	3,964,397.42	970,805.97	4,471,645.39	312,891.19	2,369,138.89
630 - INSURANCE	168,377.65	200,295.42	1,525,625.54	1,968,740.53	443,114.99	2,376,181.41	163,909.10	1,488,171.98
640 - MATERIALS & SUPPLIES	41,995.23	32,883.83	486,300.22	483,872.90	-2,427.32	518,906.30	57,413.32	425,900.72
650 - MAINTENANCE & LANDSCAPING CONTRACTS	34,147.12	18,248.25	456,669.22	429,017.24	-27,651.98	447,428.72	38,484.03	405,046.12
660 - UTILITIES	62,834.18	78,746.60	715,812.80	818,709.03	102,896.23	926,073.41	54,229.46	678,117.86
670 - PENSION CONTRIBUTIONS	48,101.66	50,812.20	554,947.41	625,150.43	70,203.02	719,322.10	53,658.38	613,117.22
680 - COST OF GOODS SOLD	981.07	771.76	89,593.27	53,989.36	-35,603.91	54,765.00	2,490.00	65,504.46
710 - DEBT RETIREMENT	0.00	0.00	619,310.27	605,017.50	-14,292.77	3,315,035.00	1,460,643.75	1,770,787.50
720 - CAPITAL OUTLAY	871,985.37	1,831,583.00	3,939,466.97	9,640,171.00	5,700,704.03	10,760,955.00	235,949.59	2,061,662.53
<b>Total Expense:</b>	<b>2,541,008.07</b>	<b>3,311,445.04</b>	<b>20,827,543.73</b>	<b>28,923,443.24</b>	<b>8,095,899.51</b>	<b>35,210,664.34</b>	<b>3,228,196.71</b>	<b>17,904,171.25</b>
<b>Report Total:</b>	<b>-1,290,800.52</b>	<b>-1,679,622.31</b>	<b>5,287,911.61</b>	<b>-5,128,745.96</b>	<b>10,416,657.57</b>	<b>-9,917,269.31</b>	<b>-2,476,930.24</b>	<b>5,747,640.89</b>

Fund Summary

Fund	Month		Year To Date			Annual Budget	Prior Year	
	Actual	Budget	Actual	Budget	Variance Favorable (Unfavorable)		Month	YTD
01 - GENERAL CORPORATE	-249,315.37	-35,068.70	1,975,868.76	223,244.82	1,752,623.94	-126,867.61	-318,530.68	2,063,239.03
25 - SPECIAL RECREATION	53,792.78	71,409.38	732,646.71	602,355.79	130,290.92	517,482.58	-150,918.57	-129,346.37
29 - RECREATION	83,563.65	175,352.98	5,538,415.89	3,572,616.24	1,965,799.65	3,121,446.02	-252,401.24	5,711,594.64
60 - DEBT SERVICE	47,314.86	126,440.53	972,345.14	919,366.69	52,978.45	-1,664,375.30	-1,445,055.14	-162,975.94
70 - CAPITAL PROJECTS	-1,226,156.44	-2,017,756.50	-3,931,364.89	-10,446,329.50	6,514,964.61	-11,764,955.00	-310,024.61	-1,734,870.47
<b>Report Total:</b>	<b>-1,290,800.52</b>	<b>-1,679,622.31</b>	<b>5,287,911.61</b>	<b>-5,128,745.96</b>	<b>10,416,657.57</b>	<b>-9,917,269.31</b>	<b>-2,476,930.24</b>	<b>5,747,640.89</b>

Debt Service is showing timing differences due to property tax collection.

Special Recreation taxes collected exceed the annual budget by \$30,000; the rest is timing difference.

Capital is under budget and this is a timing difference coupled with projects being delayed until 2023.

General is under budget as replacement taxes came in much larger than budgeted (\$339,000), property taxes were budgeted conservatively, and recapture taxes were not budgeted for. Fees and charges are doing better than budgeted due to more picnic permits and dog park passes being sold than budgeted. Interest income is more than budgeted due to rising interest rates and more money invested in short term cd's. Miscellaneous income came in greater than budgeted largely due to \$12,000 in advertising revenue from Highland Park Bank & Trust. Other income is over budget due to the sale of the \$20,000 Zamboni. Parks is \$119,000 under budget due to timing of invoices for landscape, turf, tree care, and maintenance contracts and are timing differences. Another large area under budget is professional fees, including legal, not for profit coach and the compensation study. These are also timing differences. With under budget salaries and wages come under budget insurance costs.

In the Recreation Fund, adult art has a \$16,000 surplus, as 3/4 of the 8 classes are full and open studio has returned. Childhood enrichment programming attendance accelerated with consistent enrollment of participants causing a \$41,000 positive variance from budget. Youth dance has a \$15,000 surplus. Youth enrichment is sitting with a \$18,000 surplus due to increased enrollment in Kindermusik, Amazing Minds and Awesome Amazing Art. New programs at WRC with a positive variance of \$39,000 are due to the addition of private piano lessons. Basketball boys travel has a surplus of \$38,000, as much needs to be moved to 2023. Baseball boys travel is actually \$22,000 over budget due to timing difference. House Basketball boys/girls is doing well with more participants than budgeted for. However, part of the \$25,000 surplus will need to move to 2023. Football - youth flag is over budget by \$16,000 due to added clinic; spring and fall numbers have outperformed budget. Martial Arts has a surplus of \$36,000 as the program has rebounded with lessened COVID restrictions and a 2nd pre-karate class and fencing have been added to meet demand. New programs hitting league had an additional 50 participants with a program surplus of \$24,000. Youth and adult indoor and outdoor tennis show significant positive differences of \$208,000 due to over 400 additional participants in the programs. Lessons are \$61,000 over budget due to a \$59,000 surplus in swim lessons. Tax collections are greater than budgeted for the year due to conservative budgeting and recapture taxes that were unbudgeted for. Merchandising is doing well at \$49,000 over budget, mostly due to more items being sold at Sunset Valley with its increased greens fees. The favorable variance in miscellaneous income is mostly due to the advertising/sponsorship for 4th fest for \$14,000, a \$22,000 grant from FEMA for COVID-19 expenses, and \$12,000 worth of sponsorships and advertising for rec. including \$7,000 from First Bank. The other income variance is a timing difference due to the payment for HPCC coming in sooner than budgeted. Camp expense is under budget by \$284,000. Camp participation came in under budget and drove Trekkers, Sunshine camp, Crew camp, Heller variety camp, and Spot-lighter camp expenses under budget by \$242,000. Remaining camp expenses are under budget due to timing differences. Lesson expenses are under budget largely in aquatics. Membership expense is significantly under budget as memberships are significantly under performing. As salaries and wages are significantly under budget from being short staffed, so is insurance and pension expense. Utilities are under budget due to timing difference, except at CIA. There is a true \$30,000 surplus there due to being shut down.



# Income Statement

Current Period Ending 11/30/2022

## 01 - GENERAL FUND

Type	Month		Year To Date			Annual Budget	Prior Year	
	Actual	Budget	Actual	Budget	Variance Favorable (Unfavorable)		Month	YTD
<b>Revenue</b>								
410 - TAX	170,464.14	437,735.98	6,300,204.24	5,449,413.44	850,790.80	5,894,569.01	54,673.24	5,890,681.05
420 - FEES & CHARGES	2,051.62	1,465.80	36,655.16	26,158.50	10,496.66	27,600.00	1,919.09	34,059.11
460 - MERCHANDISING	0.00	31.91	0.00	367.67	-367.67	396.00	0.00	289.47
470 - INTEREST INCOME	39,729.05	499.80	150,272.99	5,497.80	144,775.19	6,000.00	266.90	8,528.89
480 - MISCELLANEOUS INCOME	8,382.84	1,838.42	60,887.27	35,111.50	25,775.77	36,601.00	129.00	85,925.33
510 - OTHER INCOME	0.00	0.00	20,000.00	6,568.88	13,431.12	7,850.00	0.00	15,267.49
<b>Total Revenue:</b>	<b>220,627.65</b>	<b>441,571.91</b>	<b>6,568,019.66</b>	<b>5,523,117.79</b>	<b>1,044,901.87</b>	<b>5,973,016.01</b>	<b>56,988.23</b>	<b>6,034,751.34</b>
<b>Expense</b>								
610 - SALARIES & WAGES	233,737.39	220,459.64	2,418,622.11	2,519,980.73	101,358.62	2,941,016.42	178,688.13	2,046,034.63
620 - CONTRACTUAL SERVICES	89,806.67	96,295.76	796,253.02	1,139,237.73	342,984.71	1,223,602.24	34,720.84	543,613.01
630 - INSURANCE	83,481.98	103,032.39	774,076.88	1,019,874.67	245,797.79	1,224,731.28	84,048.80	791,707.66
640 - MATERIALS & SUPPLIES	25,313.93	23,198.71	211,373.72	206,001.56	-5,372.16	230,937.30	34,211.61	167,722.12
650 - MAINTENANCE & LANDSCAPING CONTRACTS	9,717.61	7,673.91	75,126.06	84,479.85	9,353.79	92,920.04	15,550.25	90,273.86
660 - UTILITIES	9,190.23	7,667.50	117,525.19	121,915.73	4,390.54	143,726.03	9,120.43	113,880.98
670 - PENSION CONTRIBUTIONS	18,695.21	18,312.70	199,173.92	208,382.70	9,208.78	242,950.31	19,178.85	218,280.05
<b>Total Expense:</b>	<b>469,943.02</b>	<b>476,640.61</b>	<b>4,592,150.90</b>	<b>5,299,872.97</b>	<b>707,722.07</b>	<b>6,099,883.62</b>	<b>375,518.91</b>	<b>3,971,512.31</b>
<b>Report Total:</b>	<b>-249,315.37</b>	<b>-35,068.70</b>	<b>1,975,868.76</b>	<b>223,244.82</b>	<b>1,752,623.94</b>	<b>-126,867.61</b>	<b>-318,530.68</b>	<b>2,063,239.03</b>

Replacement taxes came in much larger than budgeted (\$339,000), property taxes were budgeted conservatively, and recapture taxes were not budgeted for.

Fees and charges are doing better than budgeted due to more picnic permits and dog park passes being sold than budgeted.

Interest income is more than budgeted due to rising interest rates and more money invested in short term cd's.

Miscellaneous income came in greater than budgeted largely due to \$12,000 in advertising revenue from Highland Park Bank & Trust.

Other income is over budget due to the sale of the \$20,000 Zamboni.

Contractual services is under budget due to Parks at \$119,000 under budget due to timing of invoices for landscape, turf, tree care, and maintenance contracts and are timing differences. Another large area under budget is professional fees, including legal, not for profit coach and the compensation study. These are also largely timing differences.

With under budget salaries and wages come under budget insurance costs.



Park District of Highland Park, IL

# Income Statement

Current Period Ending 11/30/2022

## 25 - SPECIAL RECREATION

Type	Month		Year To Date		Variance Favorable (Unfavorable)	Annual Budget	Prior Year		
	Actual	Budget	Actual	Budget			Month	YTD	
<b>Revenue</b>									
410 - TAX	27,465.51	71,409.38	962,374.41	860,921.26	101,453.15	932,237.46	4,938.64	587,941.64	
<b>Total Revenue:</b>	<b>27,465.51</b>	<b>71,409.38</b>	<b>962,374.41</b>	<b>860,921.26</b>	<b>101,453.15</b>	<b>932,237.46</b>	<b>4,938.64</b>	<b>587,941.64</b>	
<b>Expense</b>									
620 - CONTRACTUAL SERVICES	-26,327.27	0.00	229,727.70	258,565.47	28,837.77	414,754.88	155,857.21	717,288.01	
<b>Total Expense:</b>	<b>-26,327.27</b>	<b>0.00</b>	<b>229,727.70</b>	<b>258,565.47</b>	<b>28,837.77</b>	<b>414,754.88</b>	<b>155,857.21</b>	<b>717,288.01</b>	
<b>Report Total:</b>	<b>53,792.78</b>	<b>71,409.38</b>	<b>732,646.71</b>	<b>602,355.79</b>	<b>130,290.92</b>	<b>517,482.58</b>	<b>-150,918.57</b>	<b>-129,346.37</b>	

Due to recapture tax allocation, taxes collected exceed the annual budget by \$30,000.



Park District of Highland Park, IL

# Income Statement

Current Period Ending 11/30/2022

## 29 - RECREATION FUND

Type	Month		Year To Date			Annual Budget	Prior Year	
	Actual	Budget	Actual	Budget	Variance Favorable (Unfavorable)		Month	YTD
<b>Revenue</b>								
100 - PROGRAMS	428,639.87	241,594.35	3,444,063.81	2,654,848.77	789,215.04	2,795,872.75	318,171.30	2,630,374.93
110 - CAMPS	-80.00	0.00	1,741,089.14	1,956,224.10	-215,134.96	1,960,724.10	-390.00	1,263,049.03
120 - LESSONS	32,006.50	39,054.59	499,256.60	437,838.99	61,417.61	471,319.00	37,681.65	525,843.02
130 - SPECIAL EVENTS	813.50	14,254.48	74,020.71	101,059.47	-27,038.76	118,640.00	10,418.25	37,965.50
410 - TAX	161,167.49	409,723.42	5,465,690.84	4,939,681.16	526,009.68	5,348,869.73	51,651.72	5,324,001.42
420 - FEES & CHARGES	81,776.71	29,764.30	2,602,494.62	2,378,523.20	223,971.42	2,398,944.00	57,629.16	2,845,433.36
440 - MEMBERSHIPS	71,726.35	112,767.68	770,211.57	1,108,452.69	-338,241.12	1,230,080.00	44,253.09	520,191.47
450 - RENTALS	100,226.77	132,846.35	1,257,117.41	1,388,518.13	-131,400.72	1,442,465.20	149,415.91	1,356,269.35
460 - MERCHANDISING	10,684.32	6,807.96	157,961.58	108,933.56	49,028.02	114,517.50	5,214.12	132,166.16
480 - MISCELLANEOUS INCOME	8,695.00	5,587.78	114,126.91	52,756.68	61,370.23	57,175.00	-328.77	56,662.71
510 - OTHER INCOME	19,436.39	0.00	48,533.94	19,437.29	29,096.65	58,874.58	0.00	69,466.17
<b>Total Revenue:</b>	<b>915,092.90</b>	<b>992,400.91</b>	<b>16,174,567.13</b>	<b>15,146,274.04</b>	<b>1,028,293.09</b>	<b>15,997,481.86</b>	<b>673,716.43</b>	<b>14,761,423.12</b>
<b>Expense</b>								
100 - PROGRAMS	137,970.18	115,862.49	1,373,007.51	1,412,927.36	39,919.85	1,559,749.95	116,283.78	1,081,170.99
110 - CAMPS	5,024.00	788.96	837,387.20	1,121,242.44	283,855.24	1,126,808.01	188,473.19	718,979.65
120 - LESSONS	16,820.41	23,136.60	219,925.20	244,399.90	24,474.70	267,389.33	19,716.70	248,532.00
130 - SPECIAL EVENTS	11,246.47	6,527.83	143,271.28	132,399.40	-10,871.88	146,101.52	6,116.24	42,506.91
440 - MEMBERSHIPS	8,059.55	13,130.95	88,823.91	137,806.82	48,982.91	157,219.17	0.00	0.00
610 - SALARIES & WAGES	363,526.71	374,480.45	4,365,189.37	4,765,621.18	400,431.81	5,422,067.61	339,249.85	3,889,499.79
620 - CONTRACTUAL SERVICES	78,843.98	61,122.80	1,101,258.48	957,760.72	-143,497.76	1,026,288.27	47,043.71	720,315.21
630 - INSURANCE	84,895.67	97,263.03	751,548.66	948,865.86	197,317.20	1,151,450.13	79,860.30	696,464.32
640 - MATERIALS & SUPPLIES	16,681.30	9,685.12	274,926.50	277,871.34	2,944.84	287,969.00	23,201.71	258,178.60
650 - MAINTENANCE & LANDSCAPING CONTRACTS	24,429.51	10,574.34	381,543.16	344,537.39	-37,005.77	354,508.68	22,933.78	314,772.26
660 - UTILITIES	53,643.95	71,079.10	598,287.61	696,793.30	98,505.69	782,347.38	45,109.03	564,236.88
670 - PENSION CONTRIBUTIONS	29,406.45	32,499.50	355,773.49	416,767.73	60,994.24	476,371.79	34,479.53	394,837.17
680 - COST OF GOODS SOLD	981.07	771.76	89,593.27	53,989.36	-35,603.91	54,765.00	2,490.00	65,504.46
720 - CAPITAL OUTLAY	0.00	125.00	55,615.60	62,675.00	7,059.40	63,000.00	1,159.85	54,830.24
<b>Total Expense:</b>	<b>831,529.25</b>	<b>817,047.93</b>	<b>10,636,151.24</b>	<b>11,573,657.80</b>	<b>937,506.56</b>	<b>12,876,035.84</b>	<b>926,117.67</b>	<b>9,049,828.48</b>
<b>Report Total:</b>	<b>83,563.65</b>	<b>175,352.98</b>	<b>5,538,415.89</b>	<b>3,572,616.24</b>	<b>1,965,799.65</b>	<b>3,121,446.02</b>	<b>-252,401.24</b>	<b>5,711,594.64</b>

Fund Summary

Fund	Month		Year To Date			Annual Budget	Prior Year	
	Actual	Budget	Actual	Budget	Variance Favorable (Unfavorable)		Month	YTD
29 - RECREATION	83,563.65	175,352.98	5,538,415.89	3,572,616.24	1,965,799.65	3,121,446.02	-252,401.24	5,711,594.64
<b>Report Total:</b>	<b>83,563.65</b>	<b>175,352.98</b>	<b>5,538,415.89</b>	<b>3,572,616.24</b>	<b>1,965,799.65</b>	<b>3,121,446.02</b>	<b>-252,401.24</b>	<b>5,711,594.64</b>

Programs are doing well in October versus budget. Adult art has a \$16,000 surplus, as 3/4 of the 8 classes are full and open studio has returned. Childhood enrichment programming attendance accelerated with consistent enrollment of participants causing a \$41,000 positive variance from budget. Youth dance has a \$15,000 surplus. Youth enrichment is sitting with a \$18,000 surplus due to increased enrollment in Kindermusik, Amazing Minds and Awesome Amazing Art. New programs at WRC with a positive variance of \$39,000 are due to the addition of private piano lessons. Basketball boys travel has a surplus of \$38,000, as much needs to be moved to 2023. Baseball boys travel is actually \$22,000 over budget due to timing difference. House Basketball boys/girls is doing well with more participants than budgeted for. However, part of the \$25,000 surplus will need to move to 2023. Football - youth flag is over budget by \$16,000 due to added clinic; spring and fall numbers have outperformed budget. Martial Arts has a surplus of \$36,000 as the program has rebounded with lessened COVID restrictions and a 2nd pre-karate class and fencing have been added to meet demand. New programs hitting league had an additional 50 participants with a program surplus of \$24,000. At CIA, recreation program fees are \$82,000 above budget due to spring gymnastics having 315 participants vs. a budget of 192 participants and fall gymnastics over performing. This surplus should stand through year end for this program, however final deficit number due to the temporary closing of CIA with no more revenue for the year will be \$47,000. Youth and adult indoor and outdoor tennis show significant positive differences of \$208,000 due to over 400 additional participants in the programs.

Overall, camps came in at roughly \$215,000 under budget due to the refunds for the July 4 tragedy and lower enrollment for Sunshine, Kids Crew, Spot-lighters, CIT, and Before/after camps. Additionally, most Heller camps were behind budget with lower revenue due to lower enrollment and July 4 refunds.

Lessons are \$61,000 over budget due to a \$59,000 surplus in swim lessons.

Special events is under budget, largely due to minimal revenue collected with the cancellation of 4th fest.

Tax collections are greater than budgeted for the year due to conservative budgeting and recapture taxes that were unbudgeted for.

For memberships, January was budgeted for fitness's largest growth month in membership. Unfortunately, the Omicron variant caused delays and significant impact on new resident and group exercise memberships. Revenue budgeted has not come to fruition and has negatively impacted the budget by \$338,000.

Merchandising is doing well at \$49,000 over budget, mostly due to more items being sold at Sunset Valley with its increased greens fees.

The favorable variance in miscellaneous income is mostly due to the advertising/sponsorship for 4th fest for \$14,000, a \$22,000 grant from FEMA for COVID-19 expenses, and \$12,000 worth of sponsorships and advertising for rec. including \$7,000 from First Bank.

The other income variance is a timing difference due to the payment for HPCC coming in sooner than budgeted.

Camp expense is under budget by \$284,000. Camp participation came in under budget and drove Trekkers, Sunshine camp, Crew camp, Heller variety camp, and Spot-lighter camp expenses under budget by \$242,000. Remaining camp expenses are under budget due to timing differences.

Lesson expenses are under budget largely in aquatics.

Membership expense is significantly under budget as memberships are significantly under performing.

Contractual services are largely over budget due to 4th fest tragedy expenses, including \$12,000 at Deer Creek, \$11,000 at RIC, \$30,000 at athletics, \$54,000 at camps, \$14,000 at CIA, and \$13,000 at Heller.

As salaries and wages are significantly under budget from being short staffed, so is insurance and pension expense.

Utilities are under budget due to timing difference, except at CIA. There is a true \$30,000 surplus there due to being shut down.

With increased merchandising sales, cost of goods sold is over budget as purchases were increased to stock up on inventory in expectation of good weather, which drove greater sale of items.



Park District of Highland Park, IL

# Income Statement

Current Period Ending 11/30/2022

## 60 - DEBT SERVICE

Type	Month		Year To Date		Variance Favorable (Unfavorable)	Annual Budget	Prior Year	
	Actual	Budget	Actual	Budget			Month	YTD
<b>Revenue</b>								
410 - TAX	47,314.86	126,440.53	1,591,655.41	1,524,384.19	67,271.22	1,650,659.70	15,588.61	1,607,811.56
<b>Total Revenue:</b>	<b>47,314.86</b>	<b>126,440.53</b>	<b>1,591,655.41</b>	<b>1,524,384.19</b>	<b>67,271.22</b>	<b>1,650,659.70</b>	<b>15,588.61</b>	<b>1,607,811.56</b>
<b>Expense</b>								
710 - DEBT RETIREMENT	0.00	0.00	619,310.27	605,017.50	-14,292.77	3,315,035.00	1,460,643.75	1,770,787.50
<b>Total Expense:</b>	<b>0.00</b>	<b>0.00</b>	<b>619,310.27</b>	<b>605,017.50</b>	<b>-14,292.77</b>	<b>3,315,035.00</b>	<b>1,460,643.75</b>	<b>1,770,787.50</b>
<b>Report Total:</b>	<b>47,314.86</b>	<b>126,440.53</b>	<b>972,345.14</b>	<b>919,366.69</b>	<b>52,978.45</b>	<b>-1,664,375.30</b>	<b>-1,445,055.14</b>	<b>-162,975.94</b>

Taxes collected are coming in more quickly than budgeted. This is a timing difference.



Park District of Highland Park, IL

# Income Statement

Current Period Ending 11/30/2022

## 70 - CAPITAL FUND

Type	Month		Year To Date			Annual Budget	Prior Year	
	Actual	Budget	Actual	Budget	Variance Favorable (Unfavorable)		Month	YTD
<b>Revenue</b>								
480 - MISCELLANEOUS INCOME	0.00	0.00	417,500.00	700,000.00	-282,500.00	700,000.00	-396,300.00	175,012.28
510 - OTHER INCOME	0.00	0.00	232,356.25	40,000.00	192,356.25	40,000.00	0.00	87,334.48
520 - BOND/DEBT PROCEEDS	39,706.63	0.00	168,982.48	0.00	168,982.48	0.00	396,334.56	397,537.72
<b>Total Revenue:</b>	<b>39,706.63</b>	<b>0.00</b>	<b>818,838.73</b>	<b>740,000.00</b>	<b>78,838.73</b>	<b>740,000.00</b>	<b>34.56</b>	<b>659,884.48</b>
<b>Expense</b>								
620 - CONTRACTUAL SERVICES	393,877.70	186,298.50	866,352.25	1,608,833.50	742,481.25	1,807,000.00	75,269.43	387,922.66
720 - CAPITAL OUTLAY	871,985.37	1,831,458.00	3,883,851.37	9,577,496.00	5,693,644.63	10,697,955.00	234,789.74	2,006,832.29
<b>Total Expense:</b>	<b>1,265,863.07</b>	<b>2,017,756.50</b>	<b>4,750,203.62</b>	<b>11,186,329.50</b>	<b>6,436,125.88</b>	<b>12,504,955.00</b>	<b>310,059.17</b>	<b>2,394,754.95</b>
<b>Report Total:</b>	<b>-1,226,156.44</b>	<b>-2,017,756.50</b>	<b>-3,931,364.89</b>	<b>-10,446,329.50</b>	<b>6,514,964.61</b>	<b>-11,764,955.00</b>	<b>-310,024.61</b>	<b>-1,734,870.47</b>

The miscellaneous income is below budget as the Parks Foundation donated more quickly than originally budgeted for Park Avenue. Other income is over budget due to the receipt of impact fees that are not budgeted for. Interest on the bond money is also significant in the 520 account and was not budgeted for. Significantly under budget are contractual services total costs as the budget was allocated equally across the year. This is a timing difference that should correct itself by year-end, based upon projections. Capital outlay is also trending under budget due to some projects being delayed until next year.



# RECREATION BY CENTER

Park District of Highland Park, IL

## Y-T-D NOVEMBER 2022

Account Type	2021 Total Budget	2021 YTD Activity	Fiscal 2022 Total Budget	Fiscal 2022 YTD Activity
<b>Fund: 29 - RECREATION</b>				
<b>Center: 11 - ADMINISTRATIVE</b>				
Revenue	\$ 5,389,431.98	\$ 5,394,557.10	\$ 5,390,269.73	5,519,262.96
Expense	\$ 4,665,661.35	\$ 1,734,600.84	\$ 5,420,948.66	1,880,929.54
<b>Center: 11 - ADMINISTRATIVE Surplus (Deficit):</b>	<b>\$ 723,770.63</b>	<b>\$ 3,659,956.26</b>	<b>\$ (30,678.93)</b>	<b>3,638,333.42</b>
<b>Net Revenue:</b>	<b>13.43%</b>	<b>67.85%</b>	<b>-0.57%</b>	<b>65.92%</b>
<b>Center: 24 - WEST RIDGE CENTER</b>				
Revenue	\$ 405,688.00	\$ 434,409.26	\$ 512,901.00	646,814.22
Expense	\$ 692,627.89	\$ 488,096.57	\$ 712,673.10	611,234.85
<b>Center: 24 - WEST RIDGE CENTER Surplus (Deficit):</b>	<b>\$ (286,939.89)</b>	<b>\$ (53,687.31)</b>	<b>\$ (199,772.10)</b>	<b>35,579.37</b>
<b>Net Revenue:</b>	<b>-70.73%</b>	<b>-12.36%</b>	<b>-38.95%</b>	<b>5.50%</b>
<b>Center: 26 - ATHLETICS</b>				
Revenue	\$ 466,340.00	\$ 638,651.09	\$ 1,011,527.00	1,185,742.20
Expense	\$ 626,251.12	\$ 615,144.86	\$ 963,107.28	917,767.76
<b>Center: 26 - ATHLETICS Surplus (Deficit):</b>	<b>\$ (159,911.12)</b>	<b>\$ 23,506.23</b>	<b>\$ 48,419.72</b>	<b>267,974.44</b>
<b>Net Revenue:</b>	<b>-34.29%</b>	<b>3.68%</b>	<b>4.79%</b>	<b>22.60%</b>
<b>Center: 28 - CAMPS</b>				
Revenue	\$ 359,345.00	\$ 599,878.19	\$ 1,057,804.00	865,774.53
Expense	\$ 343,787.62	\$ 463,065.49	\$ 758,292.47	594,253.98
<b>Center: 28 - CAMPS Surplus (Deficit):</b>	<b>\$ 15,557.38</b>	<b>\$ 136,812.70</b>	<b>\$ 299,511.53</b>	<b>271,520.55</b>
<b>Net Revenue:</b>	<b>4.33%</b>	<b>22.81%</b>	<b>28.31%</b>	<b>31.36%</b>
<b>Center: 29 - SPECIAL EVENTS</b>				
Revenue	\$ 29,200.00	\$ 15,316.50	\$ 56,390.00	44,224.70
Expense	\$ 113,562.03	\$ 41,939.61	\$ 152,934.37	132,997.87
<b>Center: 29 - SPECIAL EVENTS Surplus (Deficit):</b>	<b>\$ (84,362.03)</b>	<b>\$ (26,623.11)</b>	<b>\$ (96,544.37)</b>	<b>\$ (88,773.17)</b>
<b>Net Revenue:</b>	<b>-288.91%</b>	<b>-173.82%</b>	<b>-171.21%</b>	<b>-200.73%</b>
<b>Center: 31 - HIDDEN CREEK AQUAPARK</b>				
Revenue	\$ 269,500.99	\$ 358,581.21	\$ 398,865.00	384,752.45
Expense	\$ 413,114.97	\$ 458,724.04	\$ 543,764.76	552,090.85
<b>Center: 31 - HIDDEN CREEK AQUAPARK Surplus (Deficit):</b>	<b>\$ (143,613.98)</b>	<b>\$ (100,142.83)</b>	<b>\$ (144,899.76)</b>	<b>\$ (167,338.40)</b>
<b>Net Revenue:</b>	<b>-53.29%</b>	<b>-27.93%</b>	<b>-36.33%</b>	<b>-43.49%</b>
<b>Center: 32 - ROSEWOOD INTERPRETIVE CENTER</b>				
Revenue	\$ 84,460.00	\$ 102,811.90	\$ 167,507.00	182,806.49
Expense	\$ 103,900.95	\$ 68,944.71	\$ 126,823.89	116,928.97
<b>Center: 32 - ROSEWOOD INTERPRETIVE CENTER Surplus (Deficit):</b>	<b>\$ (19,440.95)</b>	<b>\$ 33,867.19</b>	<b>\$ 40,683.11</b>	<b>65,877.52</b>
<b>Net Revenue:</b>	<b>-23.02%</b>	<b>32.94%</b>	<b>24.29%</b>	<b>36.04%</b>

Account Type	2021 Total Budget	2021 YTD Activity	Fiscal 2022 Total Budget	Fiscal 2022 YTD Activity
<b>Center: 33 - ROSEWOOD BEACH</b>				
Revenue	\$ 104,600.00	\$ 223,450.20	\$ 193,825.00	164,226.90
Expense	\$ 198,218.76	\$ 240,172.30	\$ 280,643.81	201,762.67
<b>Center: 33 - ROSEWOOD BEACH Surplus (Deficit):</b>	<b>\$ (93,618.76)</b>	<b>\$ (16,722.10)</b>	<b>\$ (86,818.81)</b>	<b>\$ (37,535.77)</b>
<b>Net Revenue:</b>	<b>-89.50%</b>	<b>-7.48%</b>	<b>-44.79%</b>	<b>-22.86%</b>
<b>Center: 34 - PARK AVENUE</b>				
Revenue	\$ 116,586.00	\$ 207,387.49	\$ 268,507.00	257,760.68
Expense	\$ 124,209.44	\$ 152,871.20	\$ 260,750.62	166,353.56
<b>Center: 34 - PARK AVENUE Surplus (Deficit):</b>	<b>\$ (7,623.44)</b>	<b>\$ 54,516.29</b>	<b>\$ 7,756.38</b>	<b>\$ 91,407.12</b>
<b>Net Revenue:</b>	<b>-6.54%</b>	<b>26.29%</b>	<b>2.89%</b>	<b>35.46%</b>
<b>Center: 38 - ICE ARENA</b>				
Revenue	\$ 1,033,532.85	\$ 996,495.46	\$ 1,068,717.20	821,975.99
Expense	\$ 880,069.25	\$ 637,232.03	\$ 883,225.72	677,077.66
<b>Center: 38 - ICE ARENA Surplus (Deficit):</b>	<b>\$ 153,463.60</b>	<b>\$ 359,263.43</b>	<b>\$ 185,491.48</b>	<b>\$ 144,898.33</b>
<b>Net Revenue:</b>	<b>14.85%</b>	<b>36.05%</b>	<b>17.36%</b>	<b>17.63%</b>
<b>Center: 41 - MAINTENANCE</b>				
Expense	\$ 755,106.50	\$ 651,218.43	\$ 834,343.54	730,311.25
<b>Center: 41 - MAINTENANCE Total:</b>	<b>\$ 755,106.50</b>	<b>\$ 651,218.43</b>	<b>\$ 834,343.54</b>	<b>\$ 730,311.25</b>
<b>Net Revenue:</b>				
<b>Center: 42 - PRO SHOP</b>				
Revenue	\$ 1,523,335.00	\$ 2,311,073.13	\$ 1,689,725.00	2,213,685.27
Expense	\$ 536,701.89	\$ 566,979.25	\$ 613,503.82	642,602.62
<b>Center: 42 - PRO SHOP Surplus (Deficit):</b>	<b>\$ 986,633.11</b>	<b>\$ 1,744,093.88</b>	<b>\$ 1,076,221.18</b>	<b>\$ 1,571,082.65</b>
<b>Net Revenue:</b>	<b>64.77%</b>	<b>75.47%</b>	<b>63.69%</b>	<b>70.97%</b>
<b>Center: 49 - RECREATION CENTER ADMIN</b>				
Revenue	\$ 53,972.00	\$ 25,284.64	\$ 100,827.50	117,787.05
Expense	\$ 571,214.56	\$ 415,541.62	\$ 732,834.67	557,790.91
<b>Center: 49 - RECREATION CENTER ADMIN Surplus (Deficit):</b>	<b>\$ (517,242.56)</b>	<b>\$ (390,256.98)</b>	<b>\$ (632,007.17)</b>	<b>\$ (440,003.86)</b>
<b>Net Revenue:</b>	<b>-958.35%</b>	<b>-1,543.45%</b>	<b>-626.82%</b>	<b>-373.56%</b>
<b>Center: 51 - RECREATION CENTER FITNESS</b>				
Revenue	\$ 760,761.00	\$ 583,194.01	\$ 1,360,180.00	763,449.55
Expense	\$ 698,385.79	\$ 438,910.82	\$ 854,874.59	529,577.64
<b>Center: 51 - RECREATION CENTER FITNESS Surplus (Deficit):</b>	<b>\$ 62,375.21</b>	<b>\$ 144,283.19</b>	<b>\$ 505,305.41</b>	<b>\$ 233,871.91</b>
<b>Net Revenue:</b>	<b>8.20%</b>	<b>24.74%</b>	<b>37.15%</b>	<b>30.63%</b>
<b>Center: 53 - RECREATION CENTER AQUATICS</b>				
Revenue	\$ 101,951.00	\$ 171,911.08	\$ 184,612.50	242,608.39
Expense	\$ 239,462.32	\$ 200,381.65	\$ 308,079.11	287,161.20
<b>Center: 53 - RECREATION CENTER AQUATICS Surplus (Deficit):</b>	<b>\$ (137,511.32)</b>	<b>\$ (28,470.57)</b>	<b>\$ (123,466.61)</b>	<b>\$ (44,552.81)</b>
<b>Net Revenue:</b>	<b>-134.88%</b>	<b>-16.56%</b>	<b>-66.88%</b>	<b>-18.36%</b>

Account Type	2021 Total Budget	2021 YTD Activity	Fiscal 2022 Total Budget	Fiscal 2022 YTD Activity
<b>Center: 55 - INDOOR TENNIS</b>				
Revenue	\$ 966,750.50	\$ 1,338,819.76	\$ 1,278,727.00	1,660,532.93
Expense	\$ 941,006.58	\$ 816,127.80	\$ 1,063,959.35	876,974.84
<b>Center: 55 - INDOOR TENNIS Surplus (Deficit):</b>	<b>\$ 25,743.92</b>	<b>\$ 522,691.96</b>	<b>\$ 214,767.65</b>	<b>783,558.09</b>
<b>Net Revenue:</b>	<b>2.66%</b>	<b>39.04%</b>	<b>16.80%</b>	<b>47.19%</b>
<b>Center: 56 - OUTDOOR TENNIS</b>				
Revenue	\$ 261,680.25	\$ 216,589.04	\$ 263,561.10	312,218.93
Expense	\$ 192,786.66	\$ 144,462.47	\$ 204,743.97	211,193.16
<b>Center: 56 - OUTDOOR TENNIS Surplus (Deficit):</b>	<b>\$ 68,893.59</b>	<b>\$ 72,126.57</b>	<b>\$ 58,817.13</b>	<b>101,025.77</b>
<b>Net Revenue:</b>	<b>26.33%</b>	<b>33.30%</b>	<b>22.32%</b>	<b>32.36%</b>
<b>Center: 61 - HELLER NATURE CENTER</b>				
Revenue	\$ 186,872.00	\$ 220,112.93	\$ 357,928.25	254,614.18
Expense	\$ 494,471.27	\$ 403,024.70	\$ 625,442.22	508,056.64
<b>Center: 61 - HELLER NATURE CENTER Surplus (Deficit):</b>	<b>\$ (307,599.27)</b>	<b>\$ (182,911.77)</b>	<b>\$ (267,513.97)</b>	<b>\$ (253,442.46)</b>
<b>Net Revenue:</b>	<b>-164.60%</b>	<b>-83.10%</b>	<b>-74.74%</b>	<b>-99.54%</b>
<b>Center: 74 - HPCC LEARNING CENTER</b>				
Revenue	\$ 443,830.00	\$ 511,021.91	\$ 585,953.00	497,456.93
Expense	\$ 440,395.37	\$ 384,504.64	\$ 538,786.24	417,885.84
<b>Center: 74 - HPCC LEARNING CENTER Surplus (Deficit):</b>	<b>\$ 3,434.63</b>	<b>\$ 126,517.27</b>	<b>\$ 47,166.76</b>	<b>79,571.09</b>
<b>Net Revenue:</b>	<b>0.77%</b>	<b>24.76%</b>	<b>8.05%</b>	<b>16.00%</b>
<b>Center: 76 - HPCC BUILDING</b>				
Revenue	\$ 36,703.68	\$ 18,351.84	\$ 38,874.58	38,872.78
Expense	\$ 36,703.68	\$ 26,786.75	\$ 38,872.78	23,199.43
<b>Center: 76 - HPCC BUILDING Surplus (Deficit):</b>	<b>\$ -</b>	<b>\$ (8,434.91)</b>	<b>\$ 1.80</b>	<b>15,673.35</b>
<b>Net Revenue:</b>	<b>0.00%</b>	<b>-45.96%</b>	<b>0.00%</b>	<b>40.32%</b>
<b>Fund: 29 - RECREATION Surplus (Deficit):</b>	<b>\$ (473,097.75)</b>	<b>\$ 5,419,166.96</b>	<b>\$ 68,096.89</b>	<b>5,538,415.89</b>
<b>Net Revenue:</b>	<b>-3.76%</b>	<b>37.72%</b>	<b>0.43%</b>	<b>34.24%</b>
<b>Report Surplus (Deficit):</b>	<b>\$ (473,097.75)</b>	<b>\$ 5,419,166.96</b>	<b>\$ 68,096.89</b>	<b>5,538,415.89</b>
<b>Net Revenue:</b>	<b>-3.76%</b>	<b>37.72%</b>	<b>0.43%</b>	<b>34.24%</b>



Sunset Valley Golf Course

	<b>2021</b>	<b>2021</b>	<b>2022</b>	<b>2022</b>
	<b>Budget</b>	<b>YTD Activity</b>	<b>Budget</b>	<b>YTD Activity</b>
Revenue	1,523,335.00	2,311,073.13	1,689,725.00	2,213,685.27
Expense	1,291,808.39	1,218,197.68	1,447,847.36	1,372,913.87
<b>Report Surplus (Deficit):</b>	<b>231,526.61</b>	<b>1,092,875.45</b>	<b>241,877.64</b>	<b>840,771.40</b>

Recreation Center of HP

	<b>2021</b>	<b>2021</b>	<b>2022</b>	<b>2022</b>
	<b>Budget</b>	<b>YTD Activity</b>	<b>Budget</b>	<b>YTD Activity</b>
Revenue	916,684.00	780,389.73	1,645,620.00	1,123,844.99
Expense	1,509,062.67	1,054,834.09	1,895,788.37	1,374,529.75
<b>Report Surplus (Deficit):</b>	<b>(592,378.67)</b>	<b>(274,444.36)</b>	<b>(250,168.37)</b>	<b>(250,684.76)</b>

Deer Creek Raquet Club

	<b>2021</b>	<b>2021</b>	<b>2022</b>	<b>2022</b>
	<b>Budget</b>	<b>YTD Activity</b>	<b>Budget</b>	<b>YTD Activity</b>
Revenue	1,228,430.75	1,555,408.80	1,542,288.10	1,972,751.86
Expense	1,133,793.24	960,590.27	1,268,703.32	1,088,168.00
<b>Report Surplus (Deficit):</b>	<b>94,637.51</b>	<b>594,818.53</b>	<b>273,584.78</b>	<b>884,583.86</b>

Park District of Highland Park  
Investment Schedule  
November 30, 2022

11/30/2022

Security	Type		Purchase Date	Maturity Date	Interest Rate	Purchase Price	Monthly Interest	Expected Interest
First Bank of Highland Park	CD	1,000,000.00	6/27/22	5/26/23	1.50%	1,000,000.00	1,250.00	15,000.00
PMA Financial Securities	Limited Series	1,000,000.00	7/29/21		0.30%	1,000,000.00	250.00	(6,000.00)
		2,000,000.00				2,000,000.00	1,500.00	9,000.00



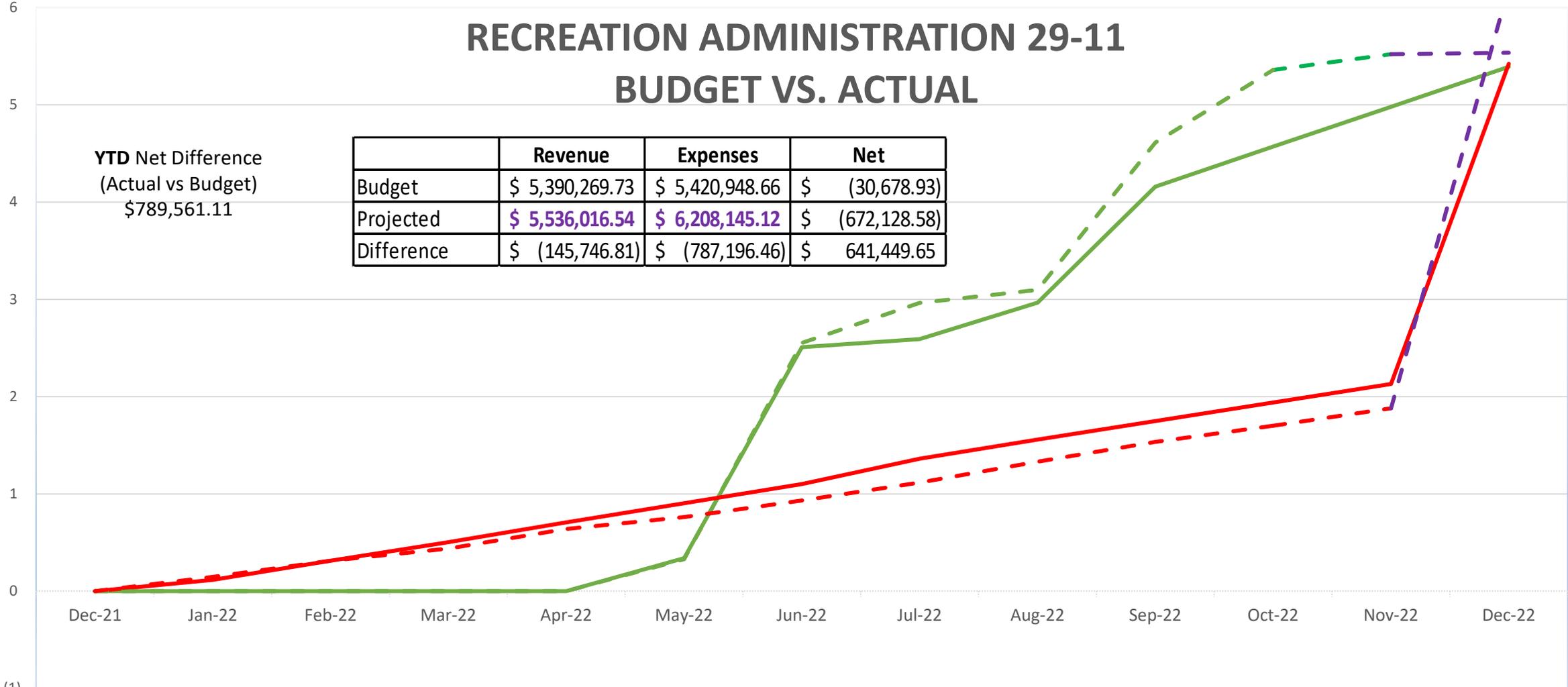
# Revenue and Expense Charts by Center – November 2022

# RECREATION ADMINISTRATION 29-11

## BUDGET VS. ACTUAL

**YTD Net Difference**  
(Actual vs Budget)  
\$789,561.11

	Revenue	Expenses	Net
Budget	\$ 5,390,269.73	\$ 5,420,948.66	\$ (30,678.93)
Projected	<b>\$ 5,536,016.54</b>	<b>\$ 6,208,145.12</b>	\$ (672,128.58)
Difference	\$ (145,746.81)	\$ (787,196.46)	\$ 641,449.65



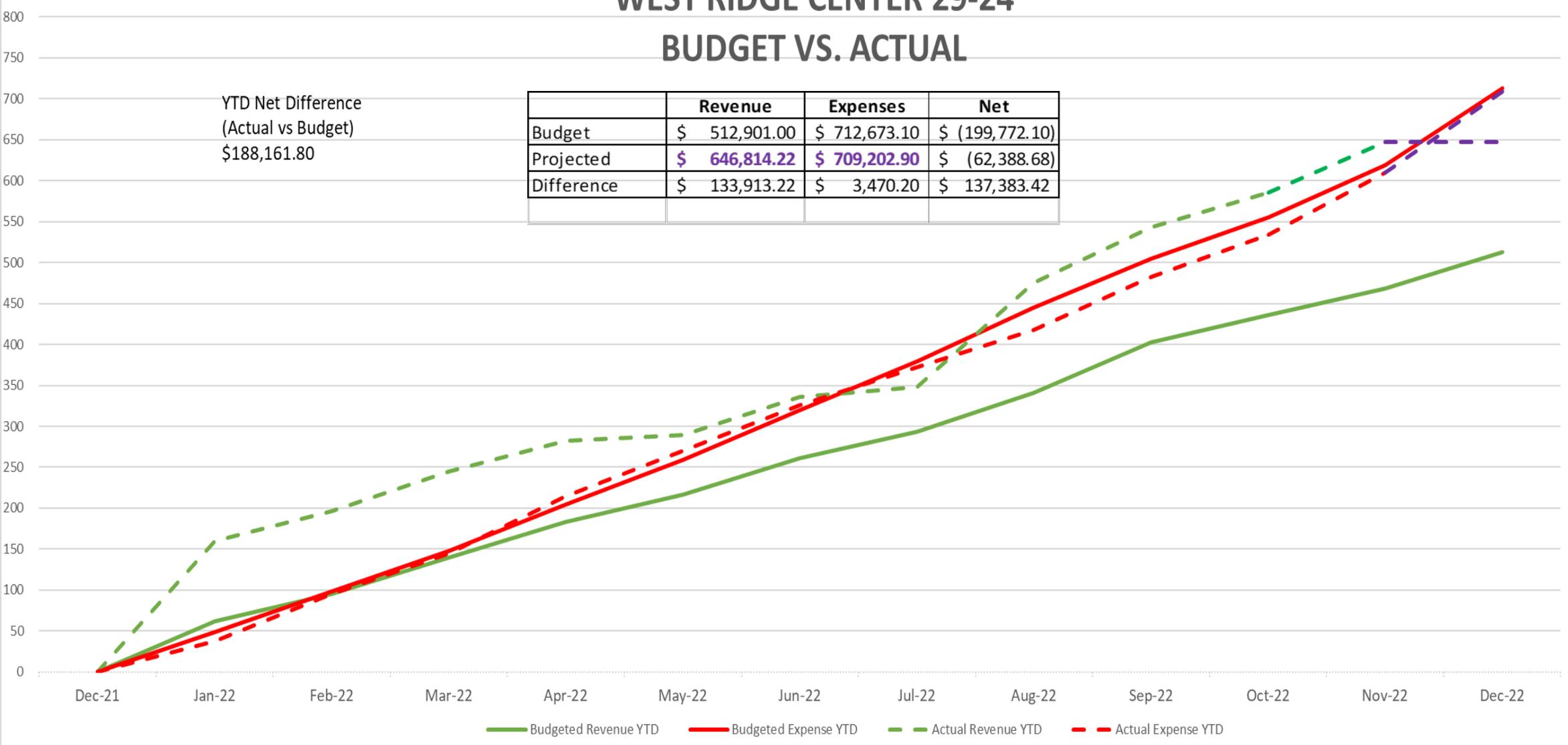
— Budgeted Revenue YTD    
 — Budgeted Expense YTD    
 - - - Actual Revenue YTD    
 - - - Actual Expense YTD

# WEST RIDGE CENTER 29-24

## BUDGET VS. ACTUAL

YTD Net Difference  
(Actual vs Budget)  
\$188,161.80

	Revenue	Expenses	Net
Budget	\$ 512,901.00	\$ 712,673.10	\$ (199,772.10)
Projected	<b>\$ 646,814.22</b>	<b>\$ 709,202.90</b>	\$ (62,388.68)
Difference	\$ 133,913.22	\$ 3,470.20	\$ 137,383.42



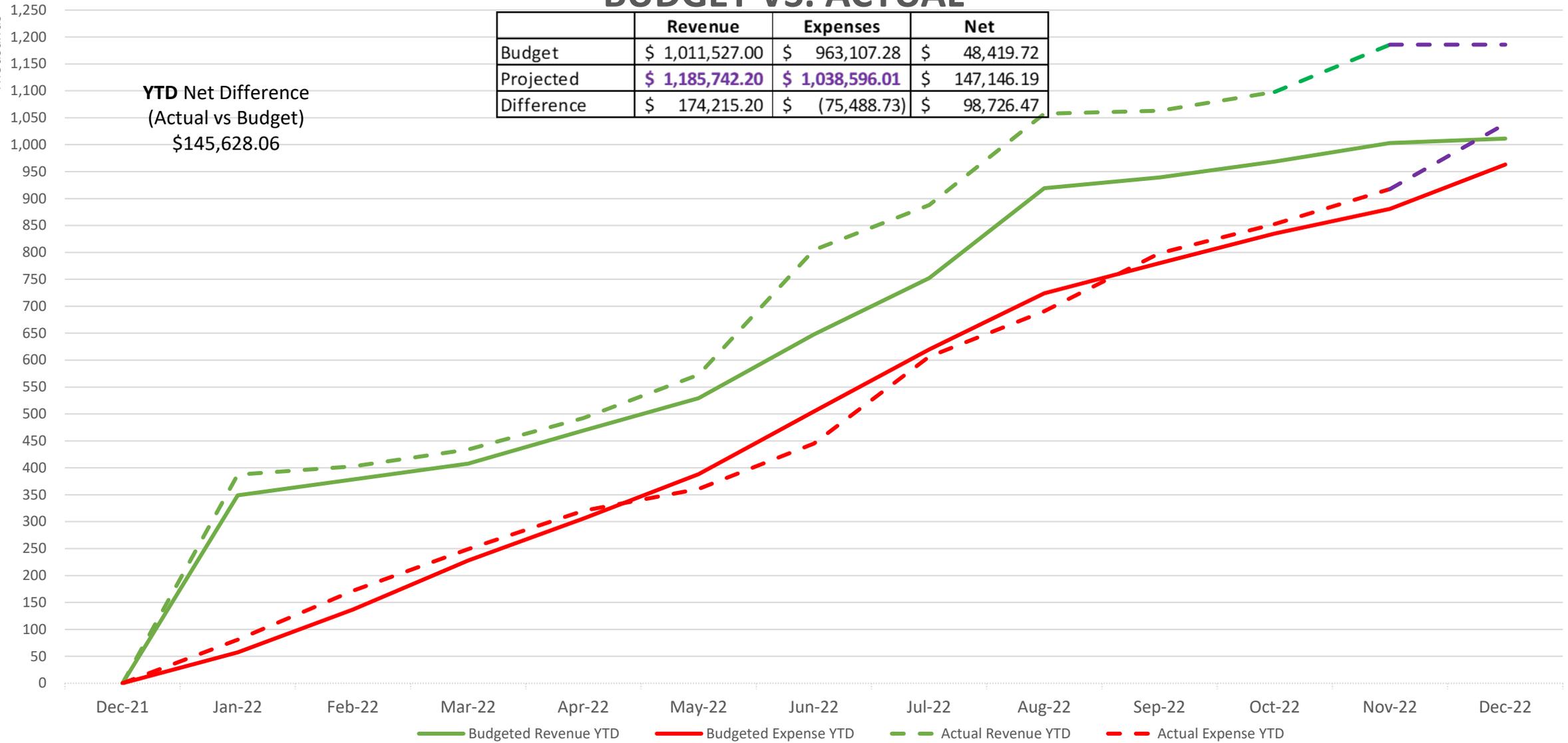
— Budgeted Revenue YTD    
 — Budgeted Expense YTD    
 - - - Actual Revenue YTD    
 - - - Actual Expense YTD

# ATHLETICS 29-26

## BUDGET VS. ACTUAL

	Revenue	Expenses	Net
Budget	\$ 1,011,527.00	\$ 963,107.28	\$ 48,419.72
Projected	\$ 1,185,742.20	\$ 1,038,596.01	\$ 147,146.19
Difference	\$ 174,215.20	\$ (75,488.73)	\$ 98,726.47

**YTD Net Difference**  
(Actual vs Budget)  
\$145,628.06

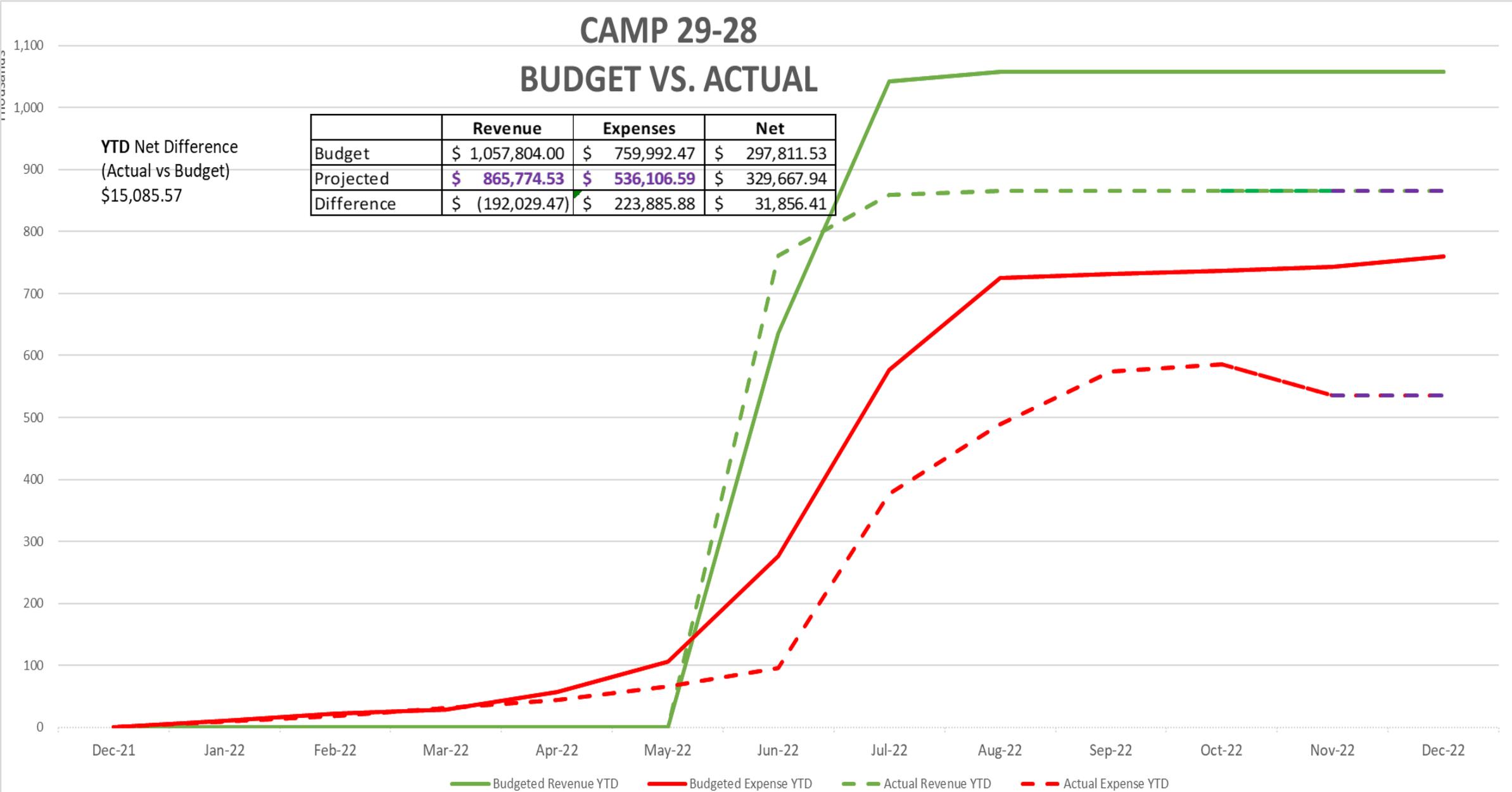


# CAMP 29-28

## BUDGET VS. ACTUAL

YTD Net Difference  
(Actual vs Budget)  
\$15,085.57

	Revenue	Expenses	Net
Budget	\$ 1,057,804.00	\$ 759,992.47	\$ 297,811.53
Projected	<b>\$ 865,774.53</b>	<b>\$ 536,106.59</b>	\$ 329,667.94
Difference	\$ (192,029.47)	\$ 223,885.88	\$ 31,856.41

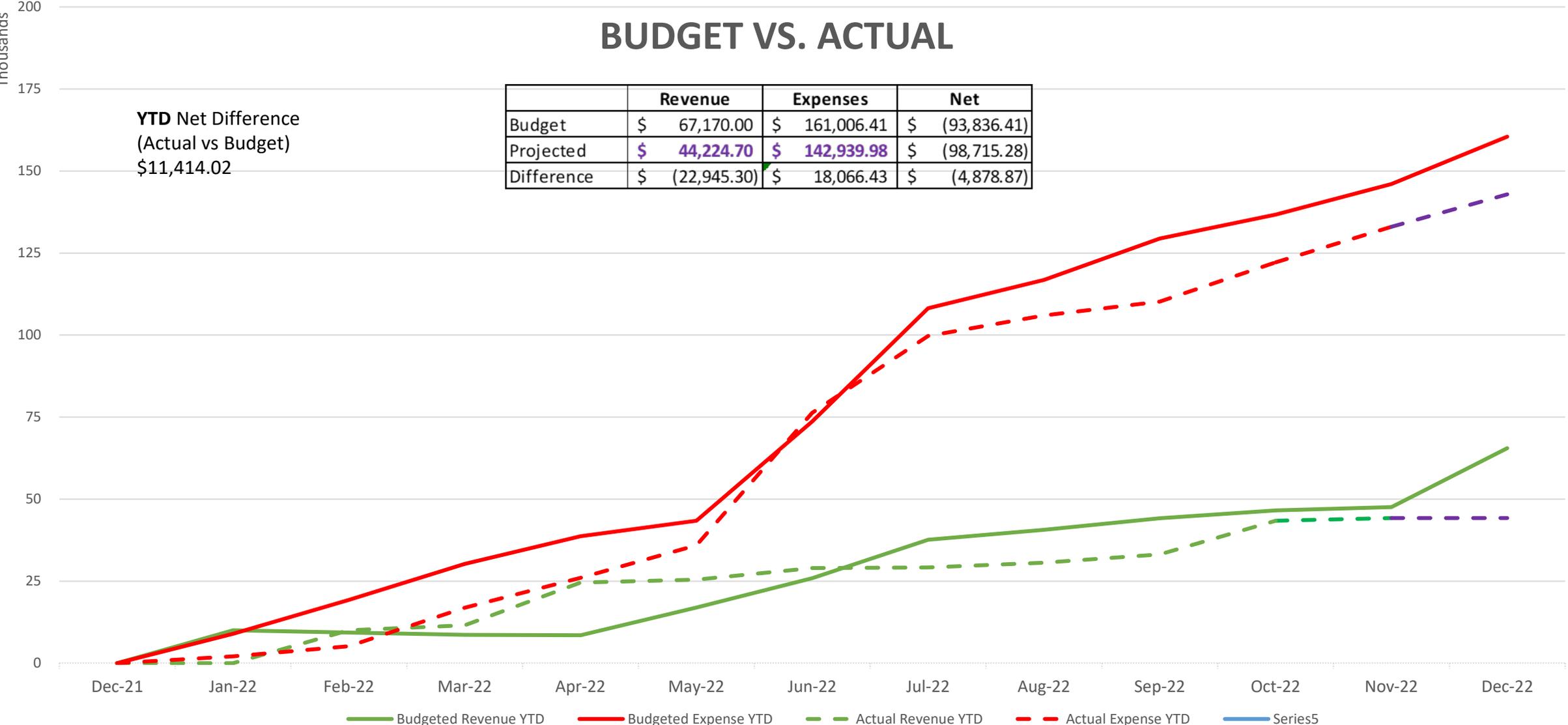


# SPECIAL EVENTS 29-29

## BUDGET VS. ACTUAL

**YTD Net Difference**  
(Actual vs Budget)  
\$11,414.02

	Revenue	Expenses	Net
Budget	\$ 67,170.00	\$ 161,006.41	\$ (93,836.41)
Projected	<b>\$ 44,224.70</b>	<b>\$ 142,939.98</b>	\$ (98,715.28)
Difference	\$ (22,945.30)	\$ 18,066.43	\$ (4,878.87)

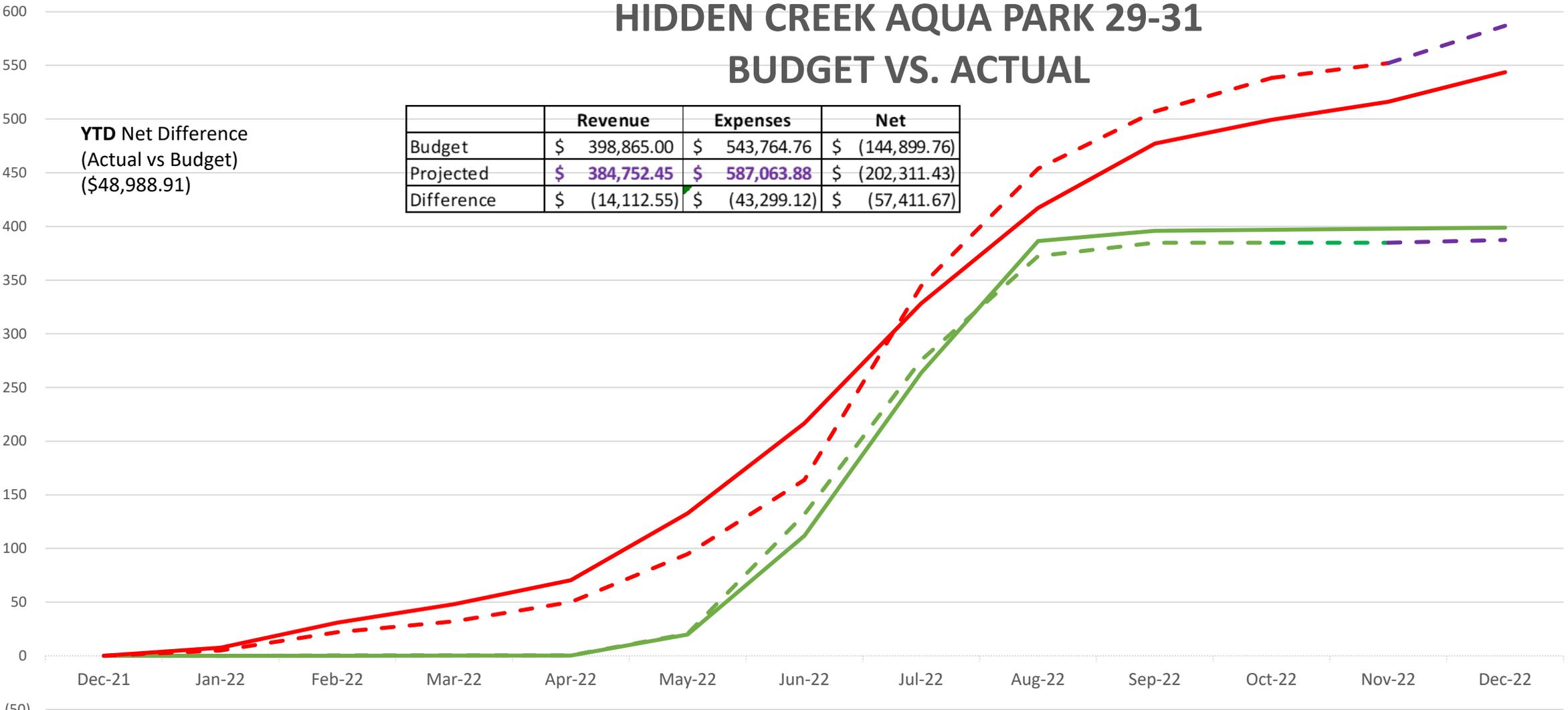


# HIDDEN CREEK AQUA PARK 29-31

## BUDGET VS. ACTUAL

**YTD Net Difference**  
 (Actual vs Budget)  
 (\$48,988.91)

	Revenue	Expenses	Net
Budget	\$ 398,865.00	\$ 543,764.76	\$ (144,899.76)
Projected	<b>\$ 384,752.45</b>	<b>\$ 587,063.88</b>	\$ (202,311.43)
Difference	\$ (14,112.55)	\$ (43,299.12)	\$ (57,411.67)



— Budgeted Revenue YTD    
 — Budgeted Expense YTD    
 - - - Actual Revenue YTD    
 - - - Actual Expense YTD

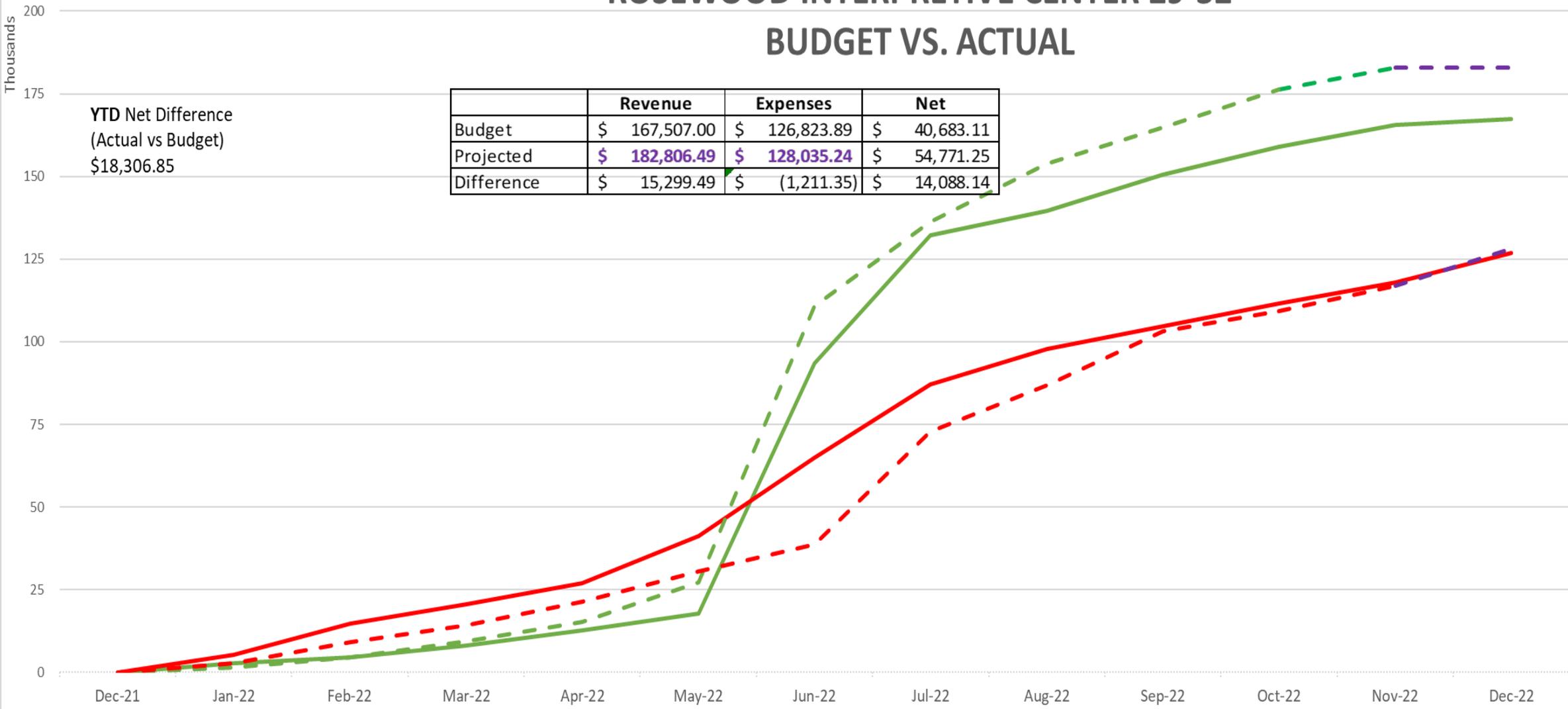
# ROSEWOOD INTERPRETIVE CENTER 29-32

## BUDGET VS. ACTUAL

YTD Net Difference  
(Actual vs Budget)  
\$18,306.85

	Revenue	Expenses	Net
Budget	\$ 167,507.00	\$ 126,823.89	\$ 40,683.11
Projected	\$ 182,806.49	\$ 128,035.24	\$ 54,771.25
Difference	\$ 15,299.49	\$ (1,211.35)	\$ 14,088.14

Thousands



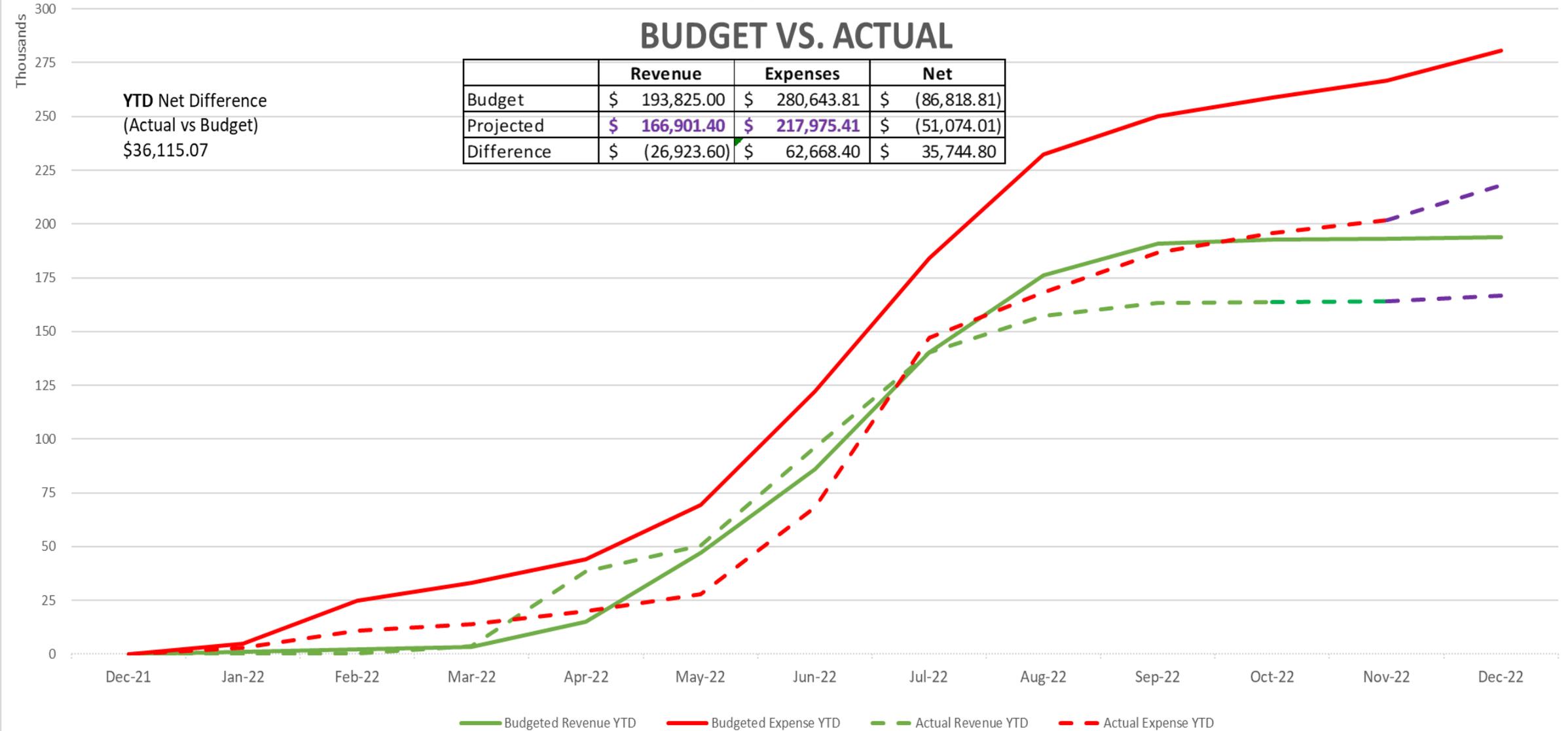
— Budgeted Revenue YTD   
 — Budgeted Expense YTD   
 - - - Actual Revenue YTD   
 - - - Actual Expense YTD

# ROSEWOOD BEACH 29-33

## BUDGET VS. ACTUAL

**YTD Net Difference**  
(Actual vs Budget)  
\$36,115.07

	Revenue	Expenses	Net
Budget	\$ 193,825.00	\$ 280,643.81	\$ (86,818.81)
Projected	\$ <b>166,901.40</b>	\$ <b>217,975.41</b>	\$ (51,074.01)
Difference	\$ (26,923.60)	\$ 62,668.40	\$ 35,744.80

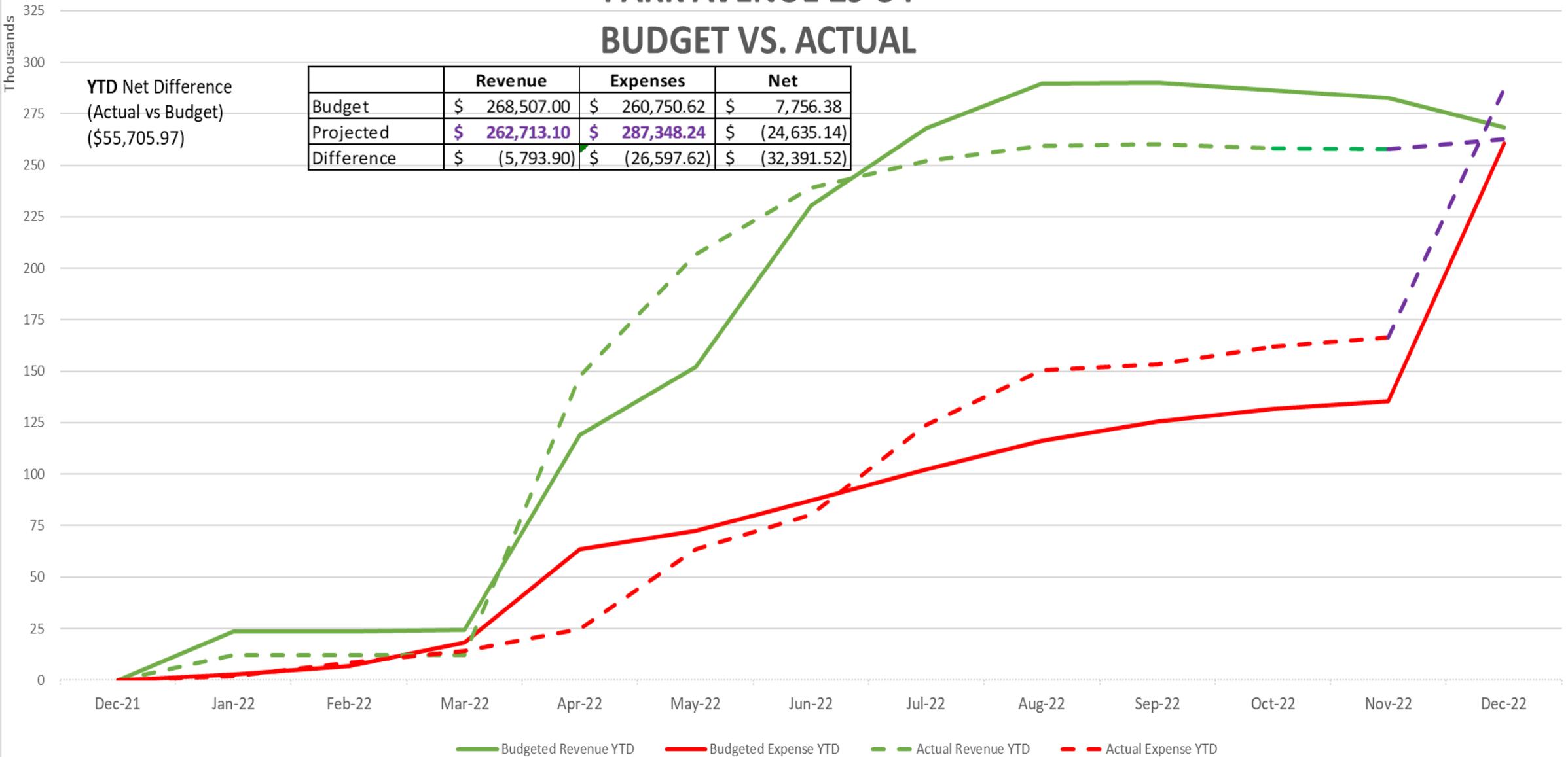


# PARK AVENUE 29-34

## BUDGET VS. ACTUAL

YTD Net Difference  
(Actual vs Budget)  
(\$55,705.97)

	Revenue	Expenses	Net
Budget	\$ 268,507.00	\$ 260,750.62	\$ 7,756.38
Projected	\$ 262,713.10	\$ 287,348.24	\$ (24,635.14)
Difference	\$ (5,793.90)	\$ (26,597.62)	\$ (32,391.52)

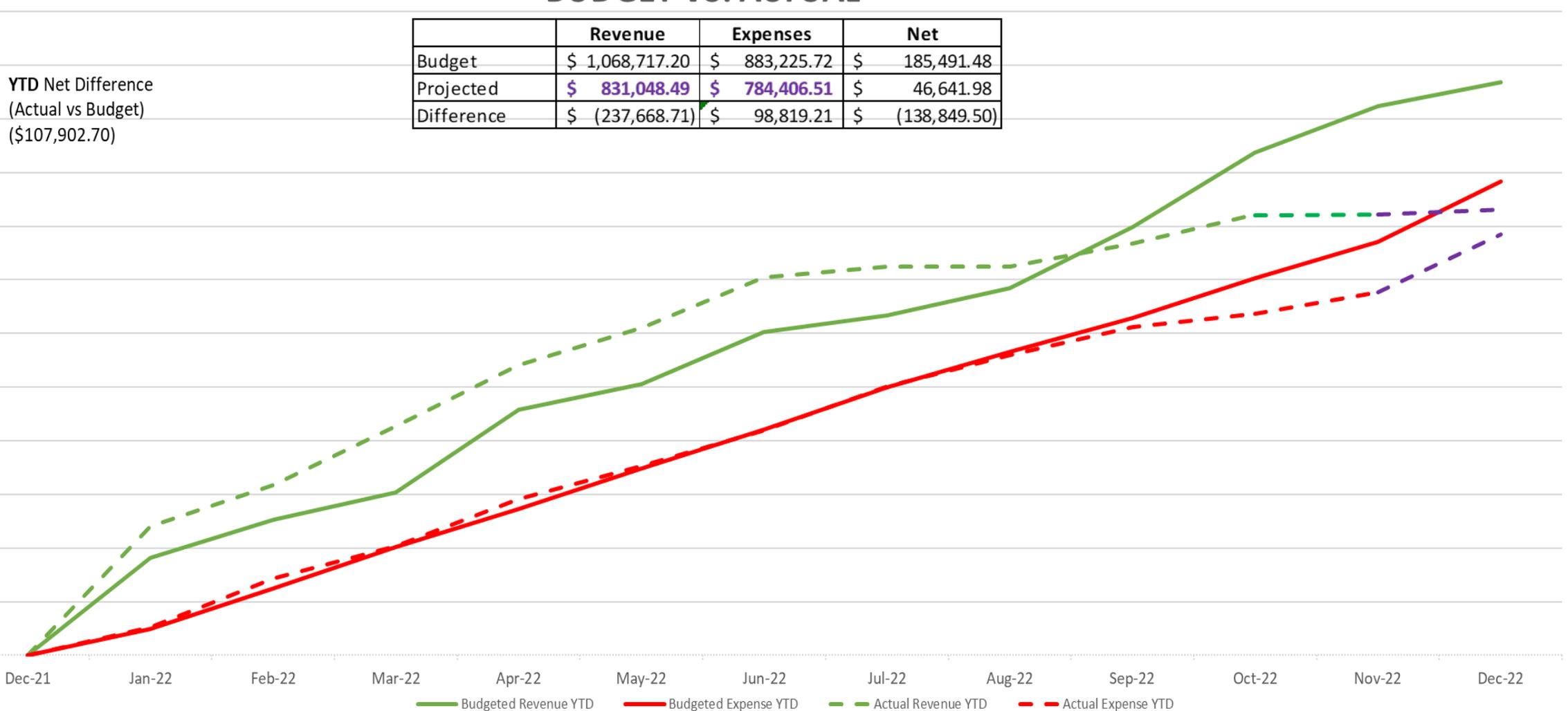


# CENTENNIAL 29-38

## BUDGET VS. ACTUAL

	Revenue	Expenses	Net
Budget	\$ 1,068,717.20	\$ 883,225.72	\$ 185,491.48
Projected	\$ 831,048.49	\$ 784,406.51	\$ 46,641.98
Difference	\$ (237,668.71)	\$ 98,819.21	\$ (138,849.50)

YTD Net Difference  
(Actual vs Budget)  
(\$107,902.70)

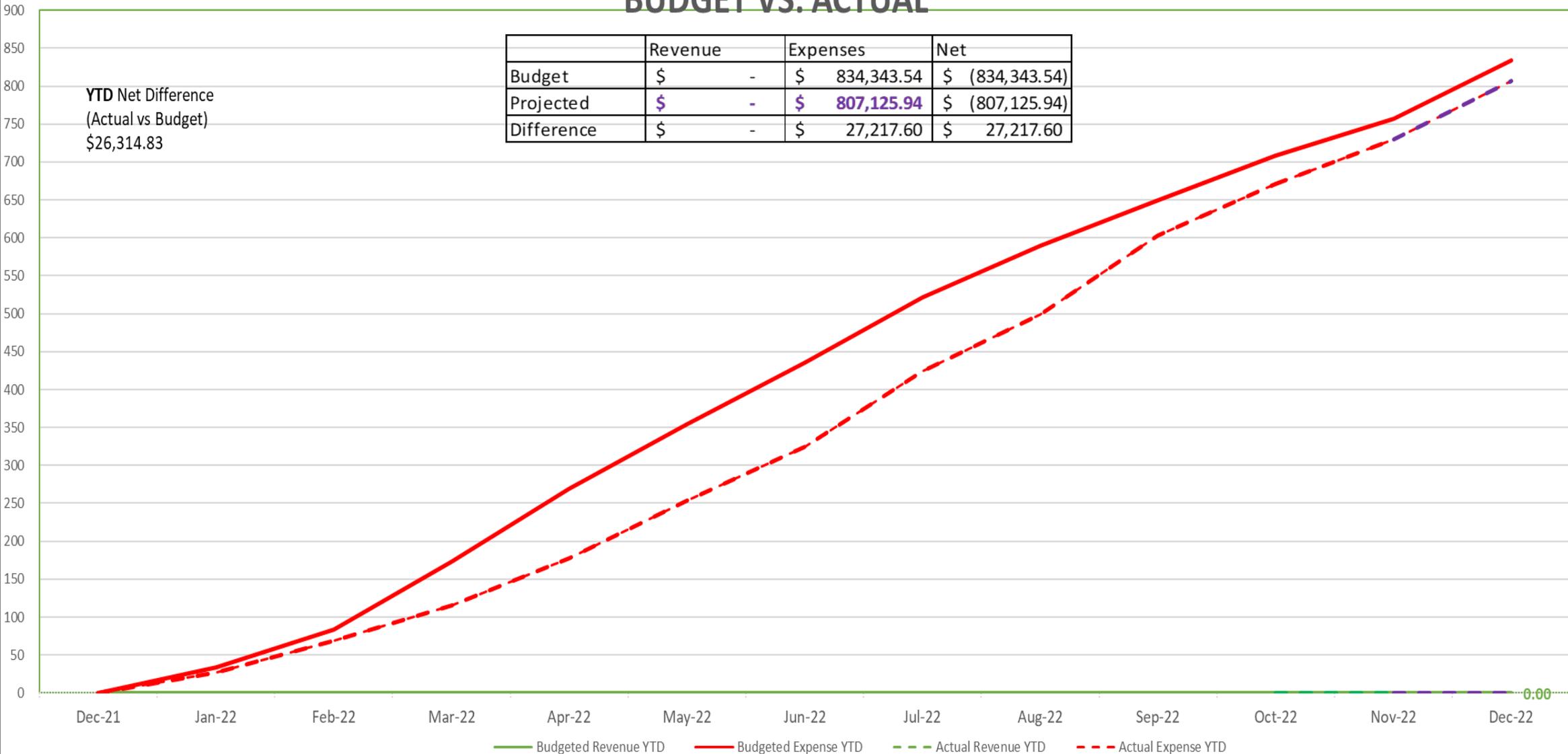


# MAINTENANCE 29-41

## BUDGET VS. ACTUAL

YTD Net Difference  
(Actual vs Budget)  
\$26,314.83

	Revenue	Expenses	Net
Budget	\$ -	\$ 834,343.54	\$ (834,343.54)
Projected	\$ -	\$ 807,125.94	\$ (807,125.94)
Difference	\$ -	\$ 27,217.60	\$ 27,217.60



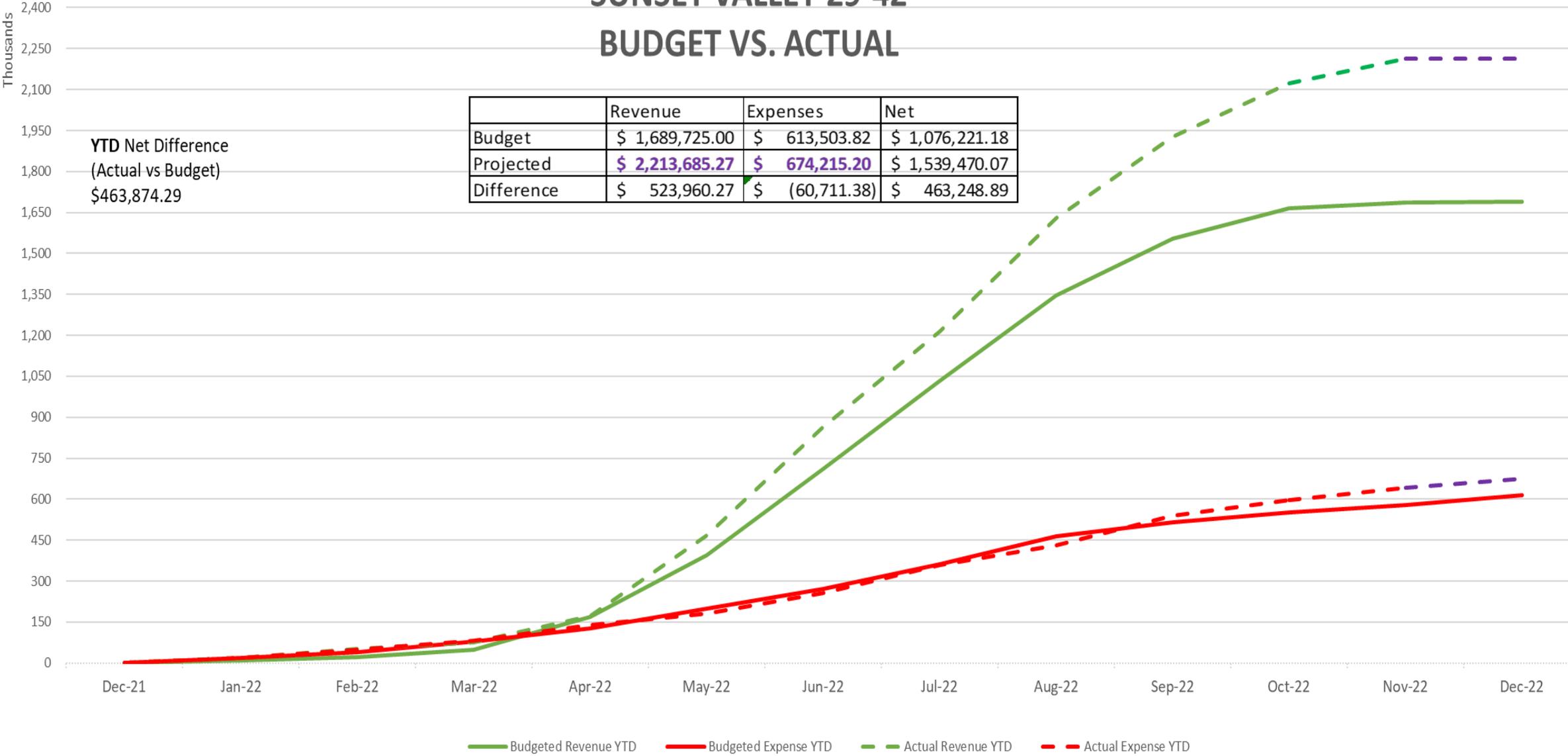
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# SUNSET VALLEY 29-42

## BUDGET VS. ACTUAL

**YTD Net Difference**  
 (Actual vs Budget)  
 \$463,874.29

	Revenue	Expenses	Net
Budget	\$ 1,689,725.00	\$ 613,503.82	\$ 1,076,221.18
Projected	\$ 2,213,685.27	\$ 674,215.20	\$ 1,539,470.07
Difference	\$ 523,960.27	\$ (60,711.38)	\$ 463,248.89

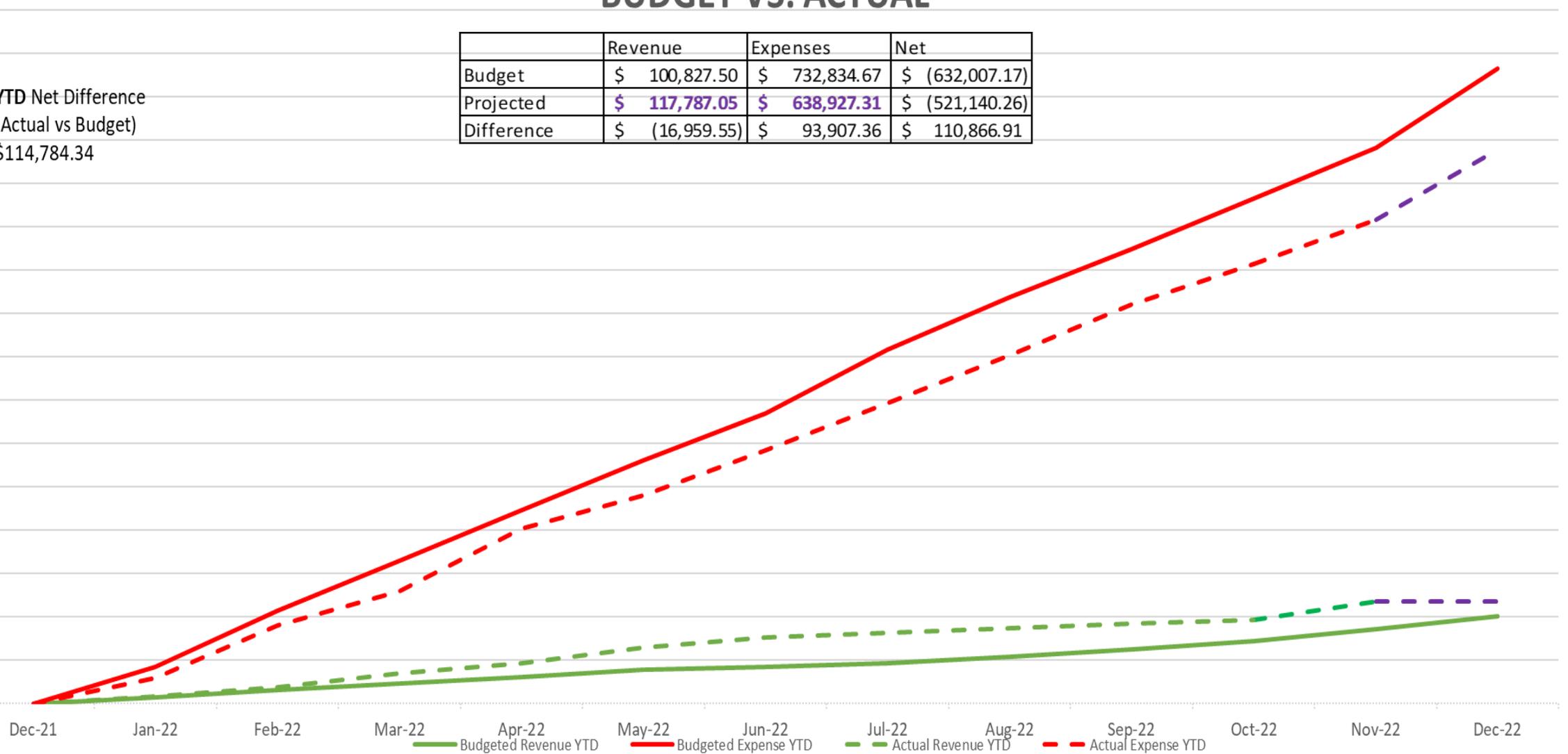


# REC CENTER ADMIN 29-49

## BUDGET VS. ACTUAL

	Revenue	Expenses	Net
Budget	\$ 100,827.50	\$ 732,834.67	\$ (632,007.17)
Projected	<b>\$ 117,787.05</b>	<b>\$ 638,927.31</b>	<b>\$ (521,140.26)</b>
Difference	\$ (16,959.55)	\$ 93,907.36	\$ 110,866.91

YTD Net Difference  
(Actual vs Budget)  
\$114,784.34

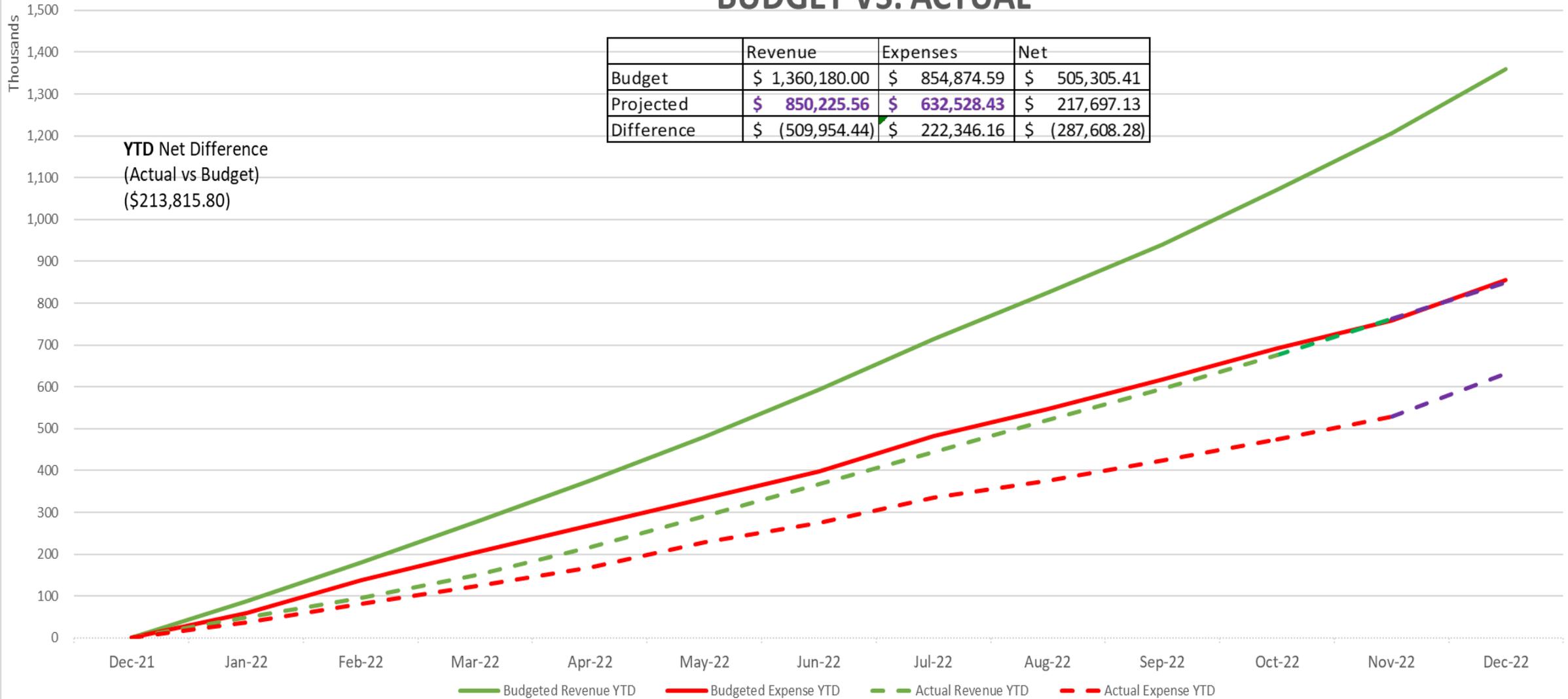


# RECREATION CENTER FITNESS 29-51

## BUDGET VS. ACTUAL

	Revenue	Expenses	Net
Budget	\$ 1,360,180.00	\$ 854,874.59	\$ 505,305.41
Projected	<b>\$ 850,225.56</b>	<b>\$ 632,528.43</b>	\$ 217,697.13
Difference	\$ (509,954.44)	\$ 222,346.16	\$ (287,608.28)

YTD Net Difference  
(Actual vs Budget)  
(\$213,815.80)

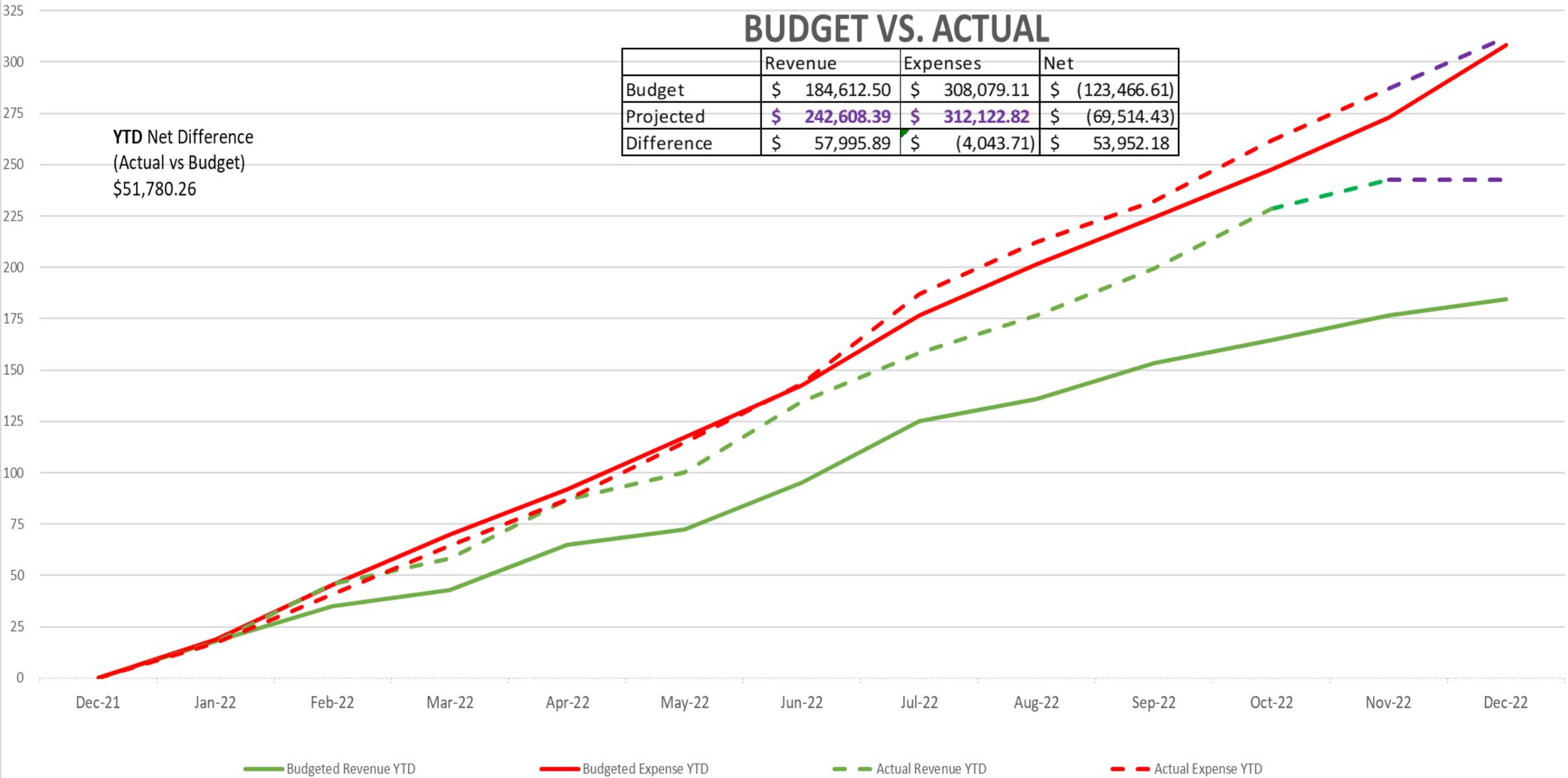


# RECREATION CENTER AQUATICS 29-53

## BUDGET VS. ACTUAL

	Revenue	Expenses	Net
Budget	\$ 184,612.50	\$ 308,079.11	\$ (123,466.61)
Projected	<b>\$ 242,608.39</b>	<b>\$ 312,122.82</b>	\$ (69,514.43)
Difference	\$ 57,995.89	\$ (4,043.71)	\$ 53,952.18

YTD Net Difference  
(Actual vs Budget)  
\$51,780.26



— Budgeted Revenue YTD

— Budgeted Expense YTD

- - Actual Revenue YTD

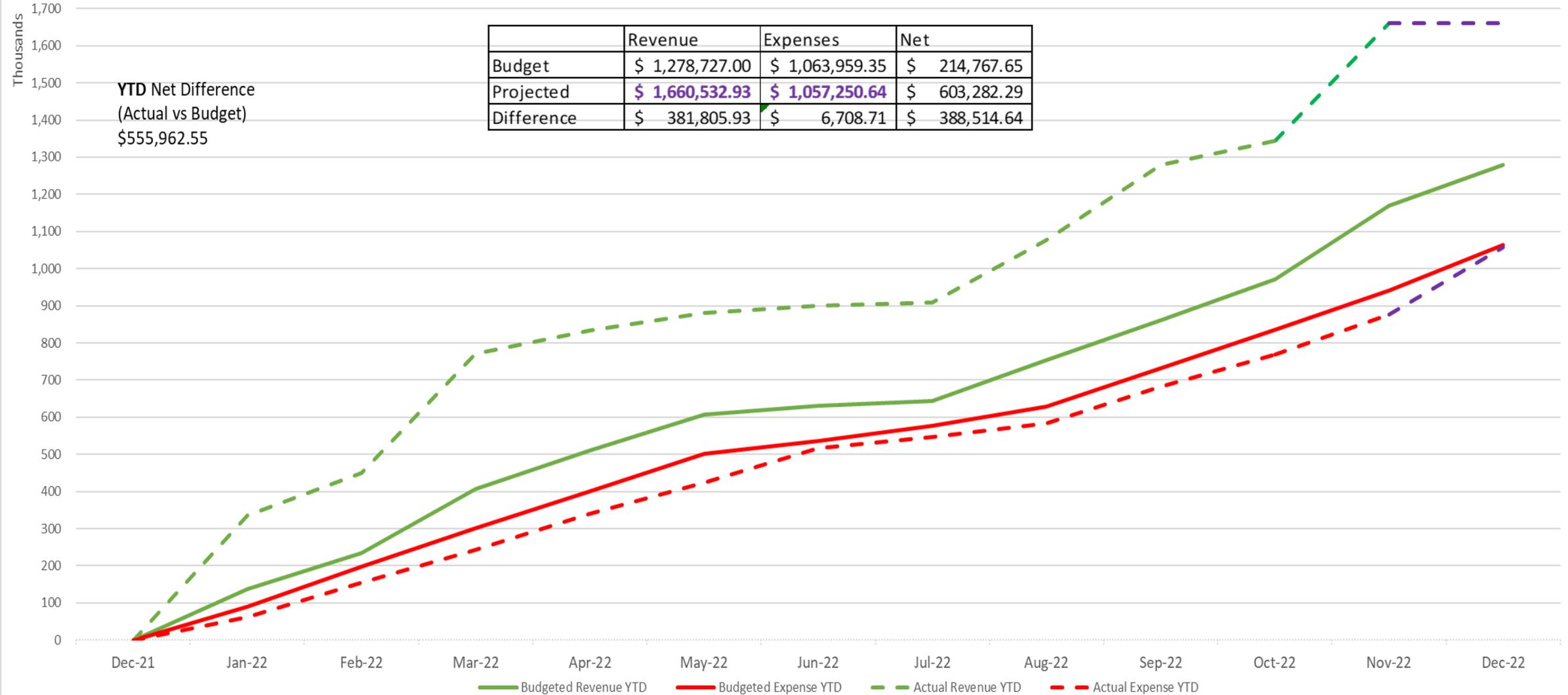
- - Actual Expense YTD

# INDOOR TENNIS 29-55

## BUDGET VS. ACTUAL

	Revenue	Expenses	Net
Budget	\$ 1,278,727.00	\$ 1,063,959.35	\$ 214,767.65
Projected	\$ 1,660,532.93	\$ 1,057,250.64	\$ 603,282.29
Difference	\$ 381,805.93	\$ 6,708.71	\$ 388,514.64

YTD Net Difference  
(Actual vs Budget)  
\$555,962.55



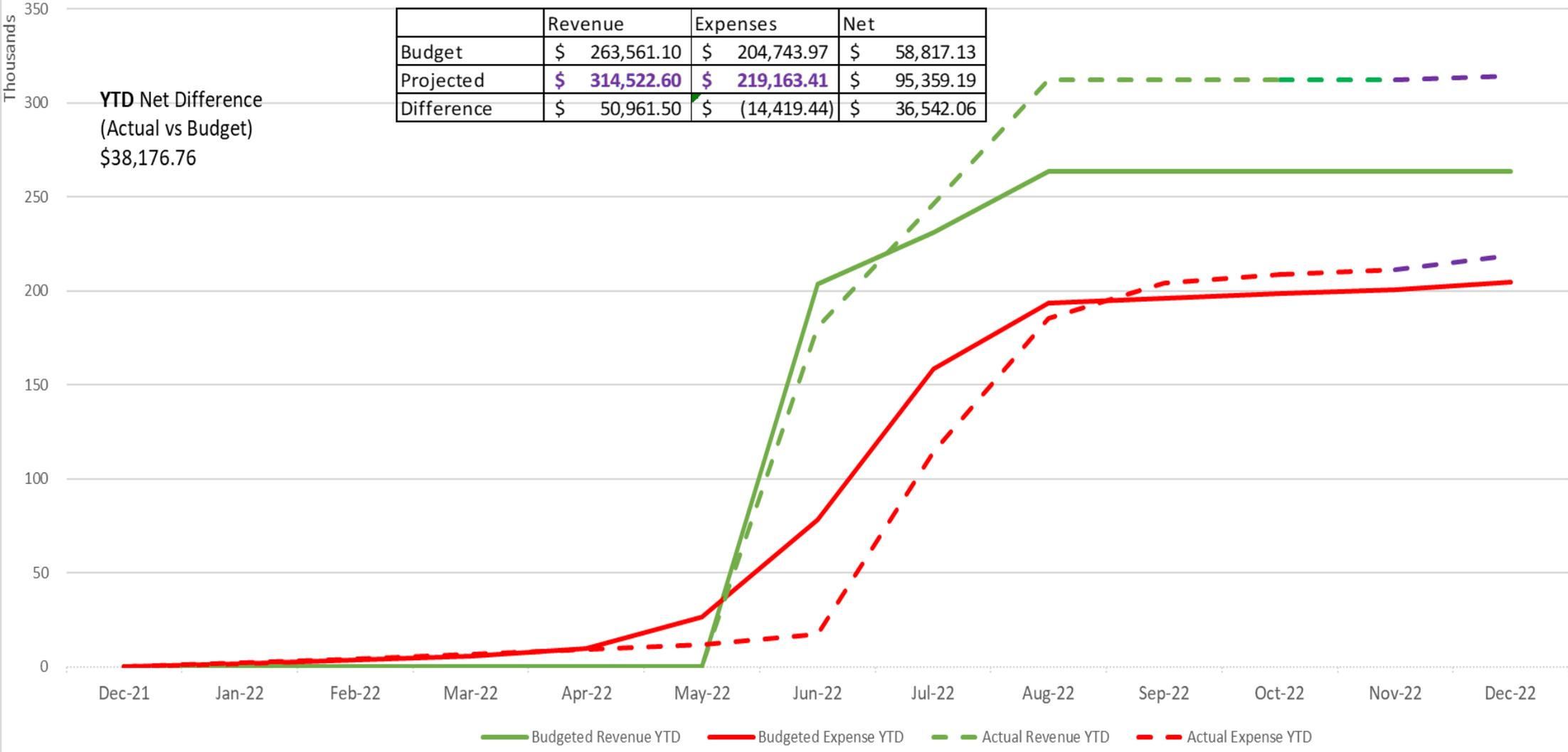
# OUTDOOR TENNIS 29-56

## BUDGET VS. ACTUAL

	Revenue	Expenses	Net
Budget	\$ 263,561.10	\$ 204,743.97	\$ 58,817.13
Projected	<b>\$ 314,522.60</b>	<b>\$ 219,163.41</b>	\$ 95,359.19
Difference	\$ 50,961.50	\$ (14,419.44)	\$ 36,542.06

YTD Net Difference  
(Actual vs Budget)  
\$38,176.76

Thousands

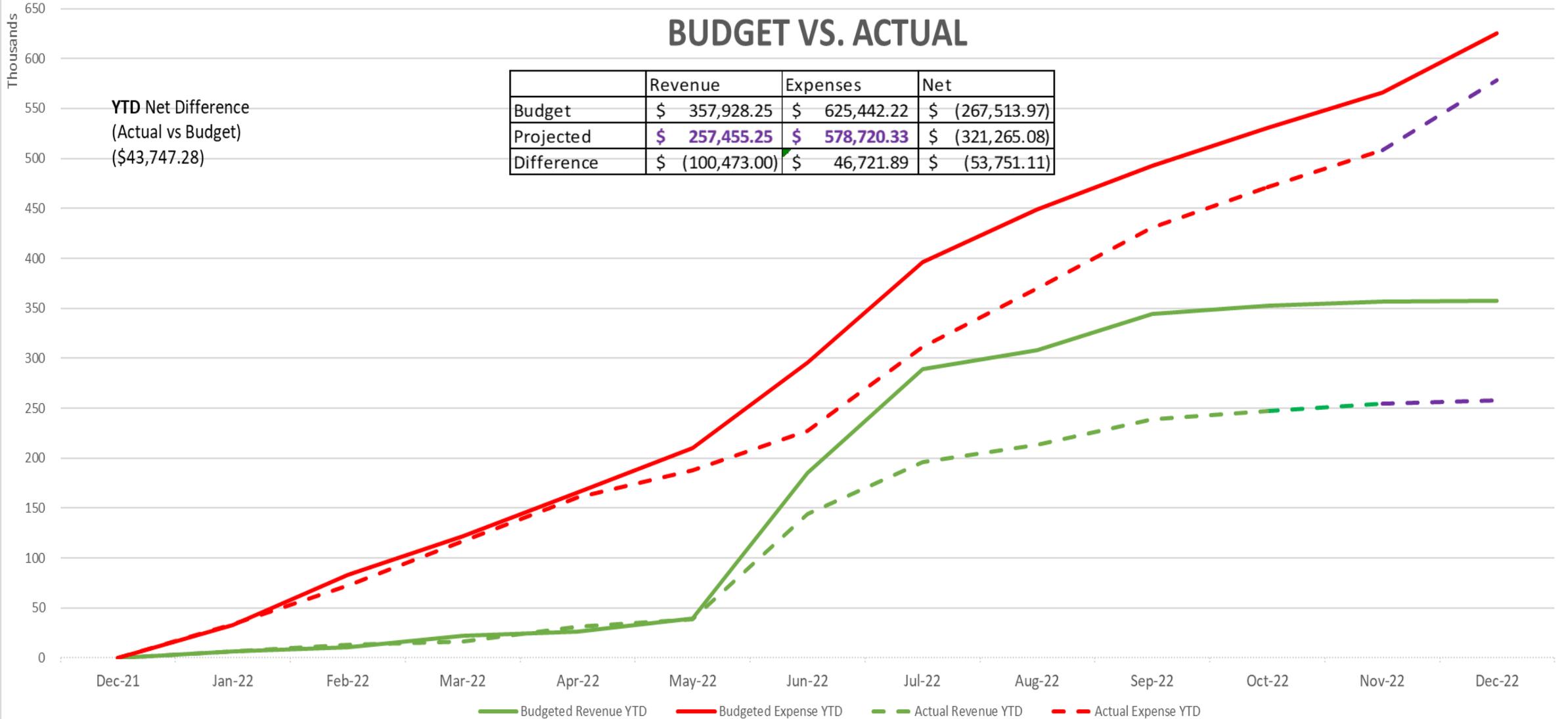


# HELLER NATURE CENTER 29-61

## BUDGET VS. ACTUAL

YTD Net Difference  
(Actual vs Budget)  
(\$43,747.28)

	Revenue	Expenses	Net
Budget	\$ 357,928.25	\$ 625,442.22	\$ (267,513.97)
Projected	<b>\$ 257,455.25</b>	<b>\$ 578,720.33</b>	\$ (321,265.08)
Difference	\$ (100,473.00)	\$ 46,721.89	\$ (53,751.11)

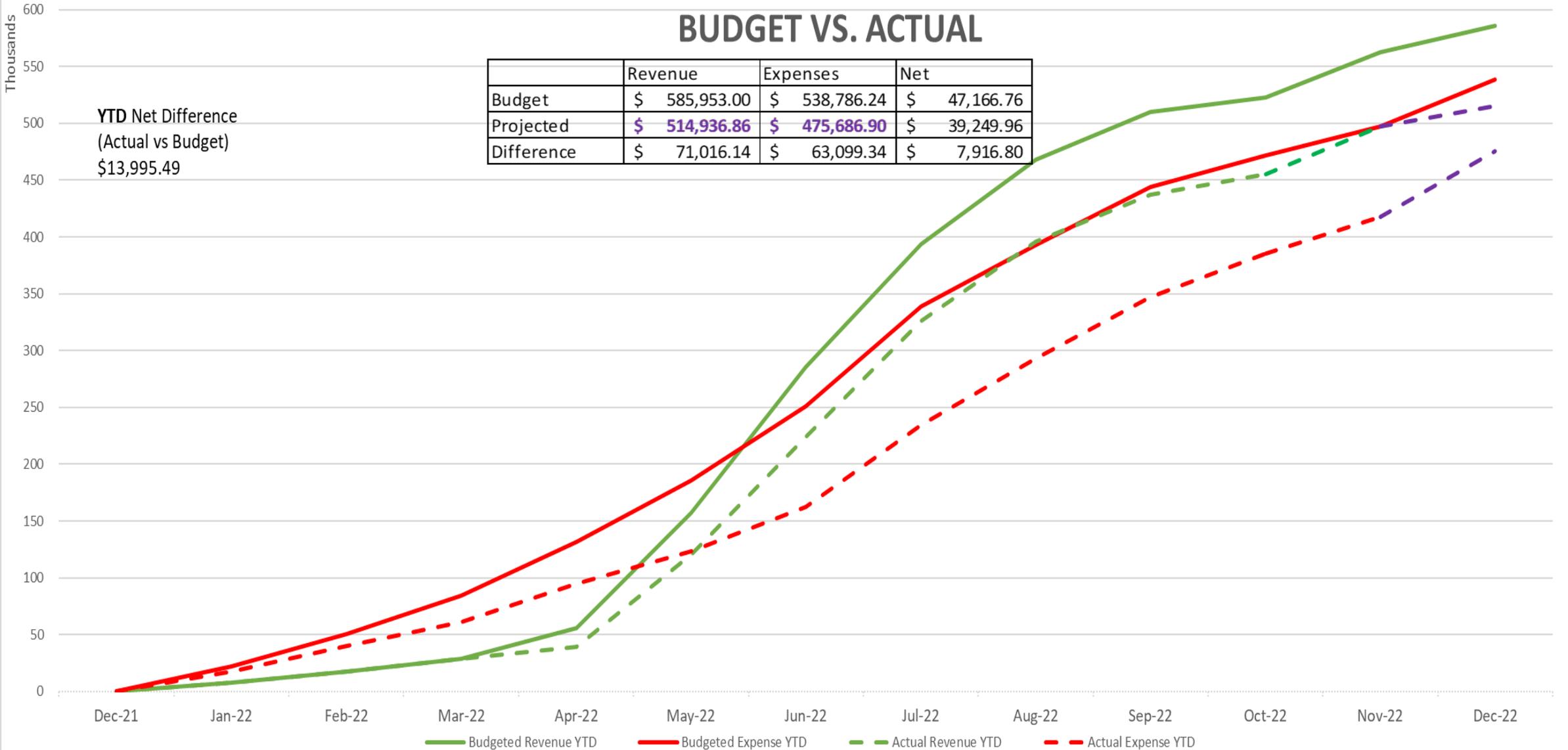


# HPCC LEARNING CENTER 29-74

## BUDGET VS. ACTUAL

	Revenue	Expenses	Net
Budget	\$ 585,953.00	\$ 538,786.24	\$ 47,166.76
Projected	<b>\$ 514,936.86</b>	<b>\$ 475,686.90</b>	\$ 39,249.96
Difference	\$ 71,016.14	\$ 63,099.34	\$ 7,916.80

**YTD Net Difference**  
(Actual vs Budget)  
**\$13,995.49**

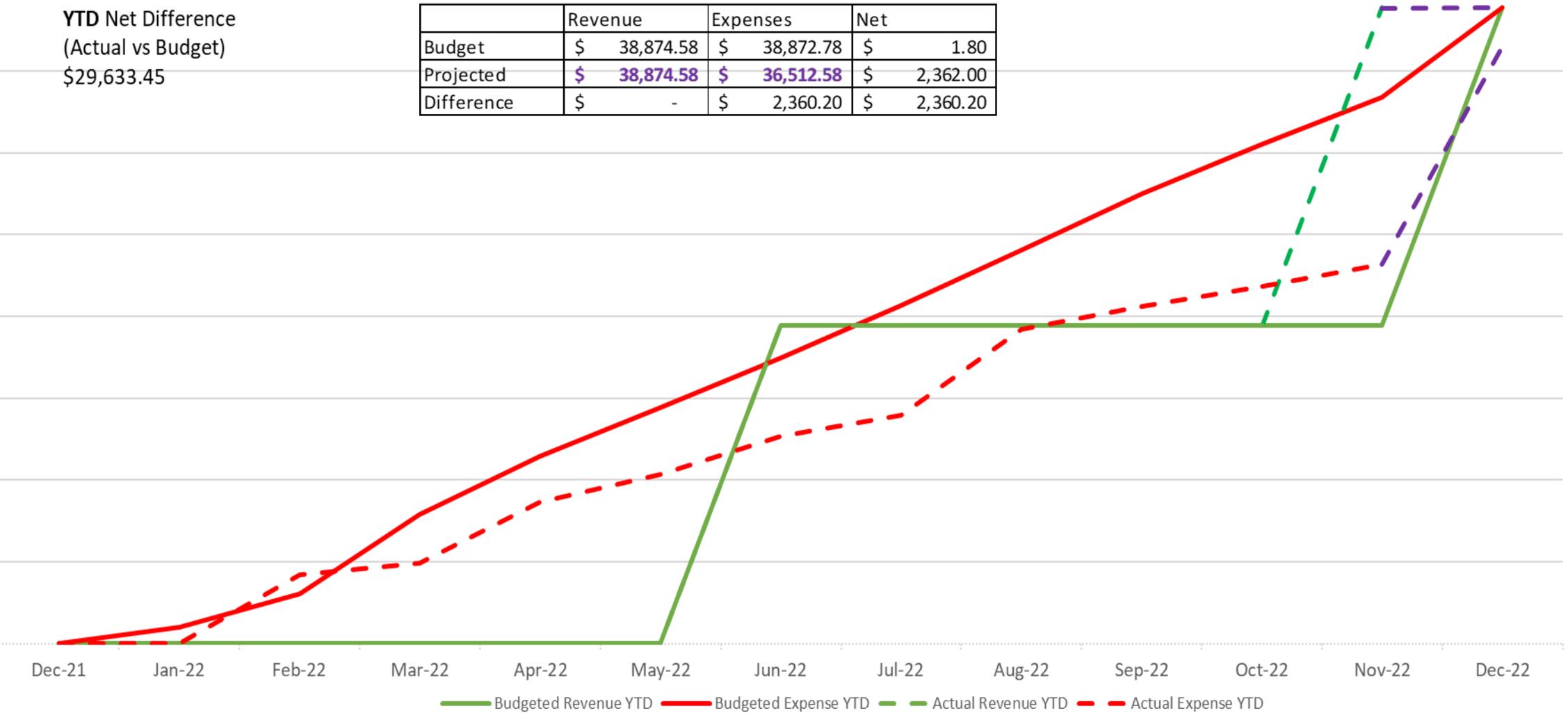


# HPCC BUILDING 29-76

## BUDGET VS. ACTUAL

YTD Net Difference  
(Actual vs Budget)  
\$29,633.45

	Revenue	Expenses	Net
Budget	\$ 38,874.58	\$ 38,872.78	\$ 1.80
Projected	<b>\$ 38,874.58</b>	<b>\$ 36,512.58</b>	\$ 2,362.00
Difference	\$ -	\$ 2,360.20	\$ 2,360.20

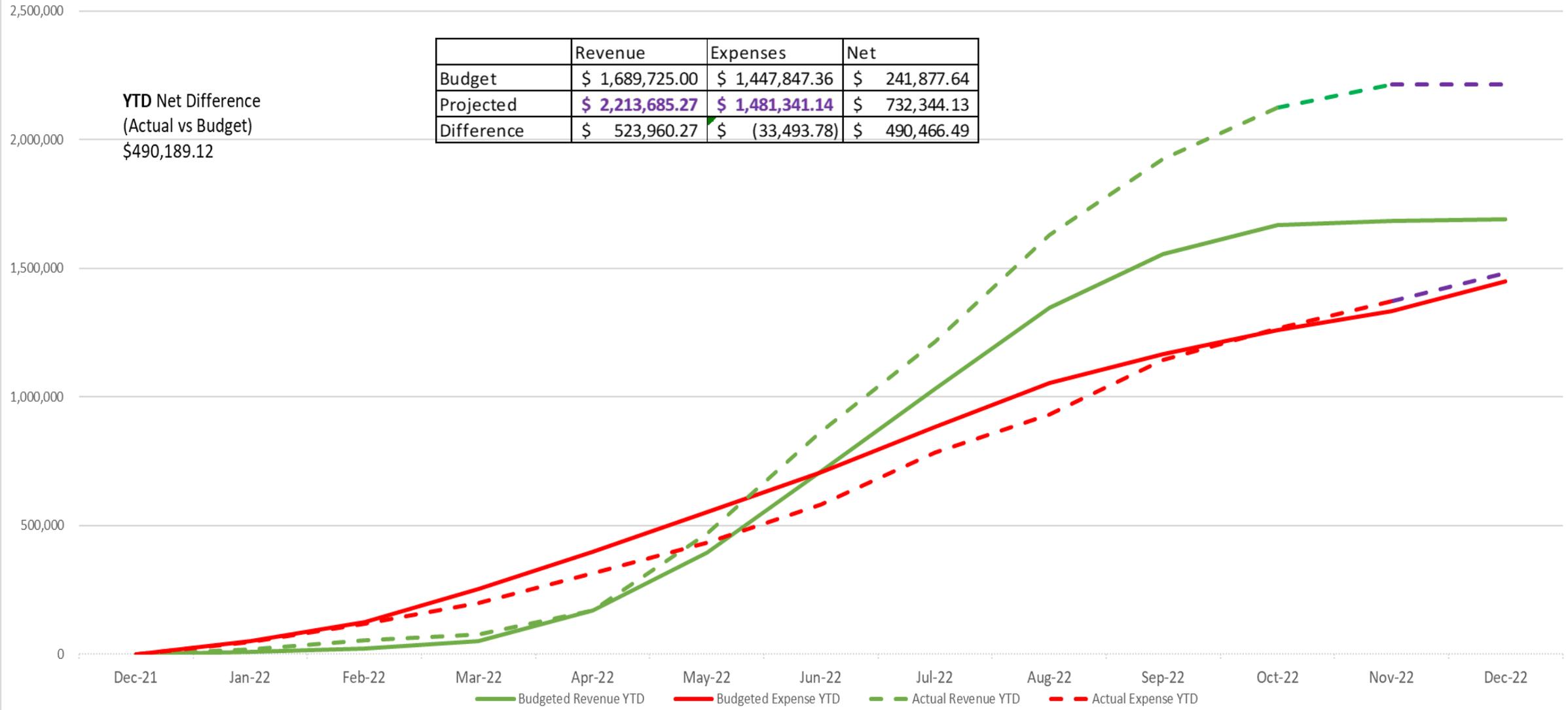


# SUNSET VALLEY 29-41 and 42

## BUDGET VS. ACTUAL

	Revenue	Expenses	Net
Budget	\$ 1,689,725.00	\$ 1,447,847.36	\$ 241,877.64
Projected	<b>\$ 2,213,685.27</b>	<b>\$ 1,481,341.14</b>	\$ 732,344.13
Difference	\$ 523,960.27	\$ (33,493.78)	\$ 490,466.49

YTD Net Difference  
(Actual vs Budget)  
\$490,189.12

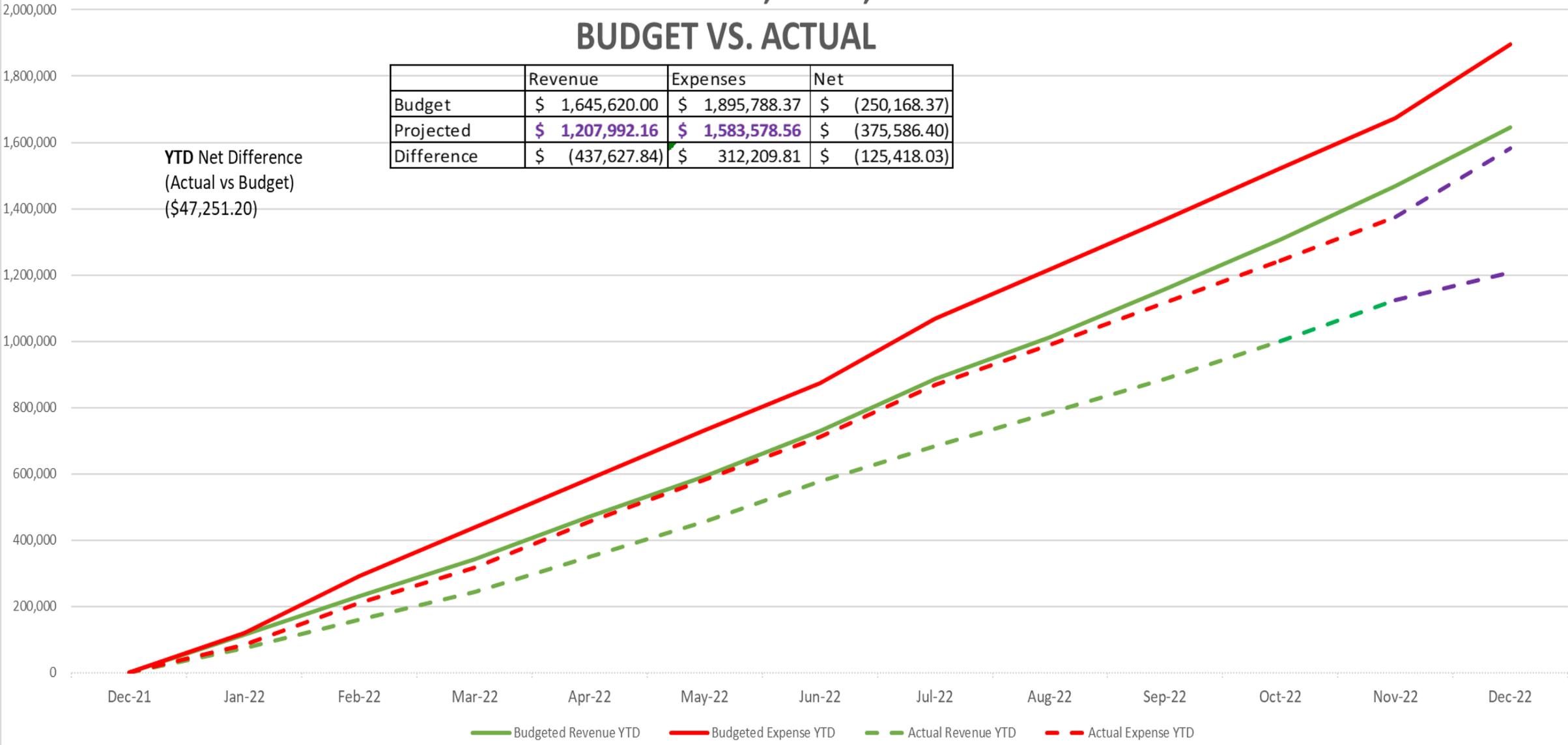


# RECREATION 29-49, 29-51, 29-53

## BUDGET VS. ACTUAL

	Revenue	Expenses	Net
Budget	\$ 1,645,620.00	\$ 1,895,788.37	\$ (250,168.37)
Projected	\$ 1,207,992.16	\$ 1,583,578.56	\$ (375,586.40)
Difference	\$ (437,627.84)	\$ 312,209.81	\$ (125,418.03)

YTD Net Difference  
(Actual vs Budget)  
(\$47,251.20)

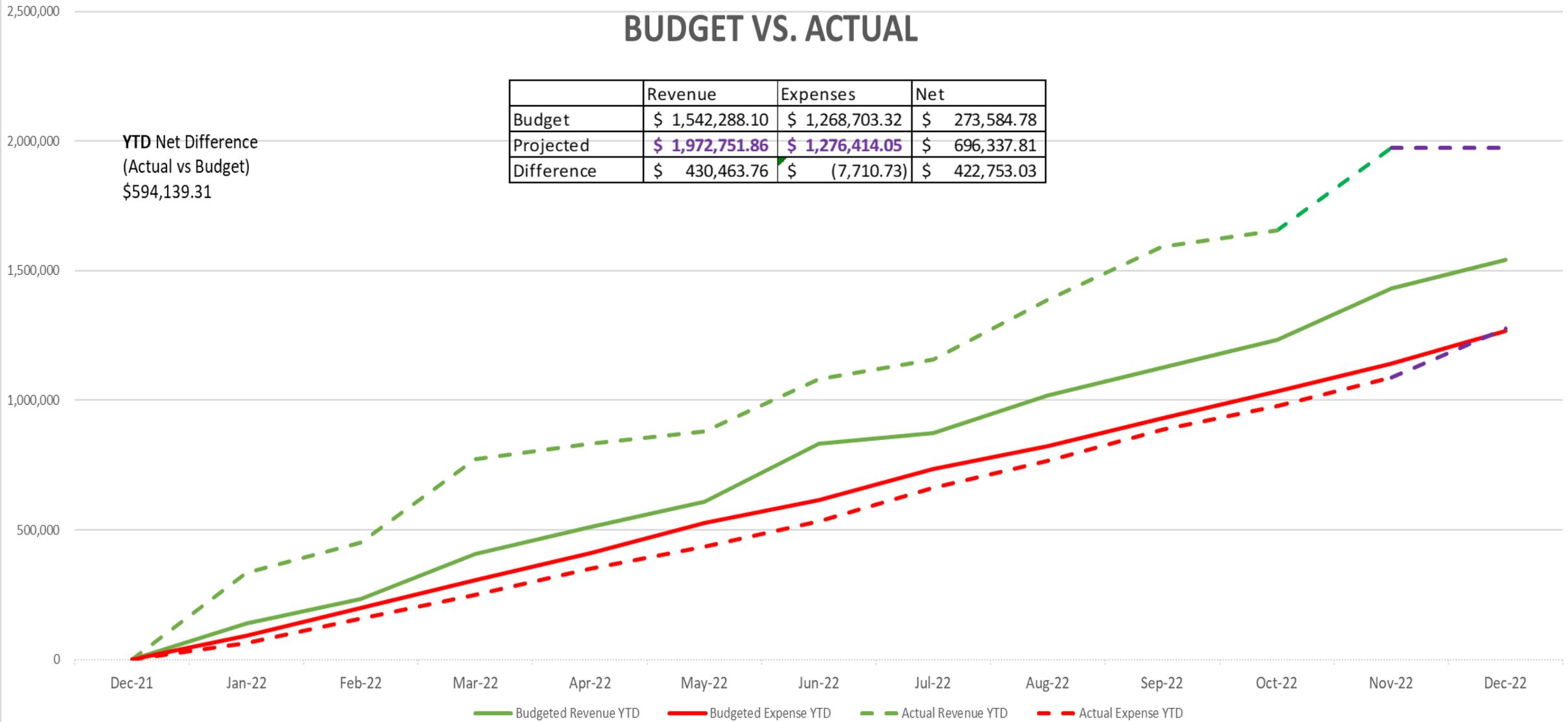


# DEER CREEK RAQUET CLUB 29-55 and 56

## BUDGET VS. ACTUAL

	Revenue	Expenses	Net
Budget	\$ 1,542,288.10	\$ 1,268,703.32	\$ 273,584.78
Projected	<b>\$ 1,972,751.86</b>	<b>\$ 1,276,414.05</b>	\$ 696,337.81
Difference	\$ 430,463.76	\$ (7,710.73)	\$ 422,753.03

YTD Net Difference  
(Actual vs Budget)  
\$594,139.31



— Budgeted Revenue YTD   
 — Budgeted Expense YTD   
 - - - Actual Revenue YTD   
 - - - Actual Expense YTD



**2022**

**FINANCIAL  
FORECASTS  
AND  
TREASURER'S  
REPORT**

**11/30/22**

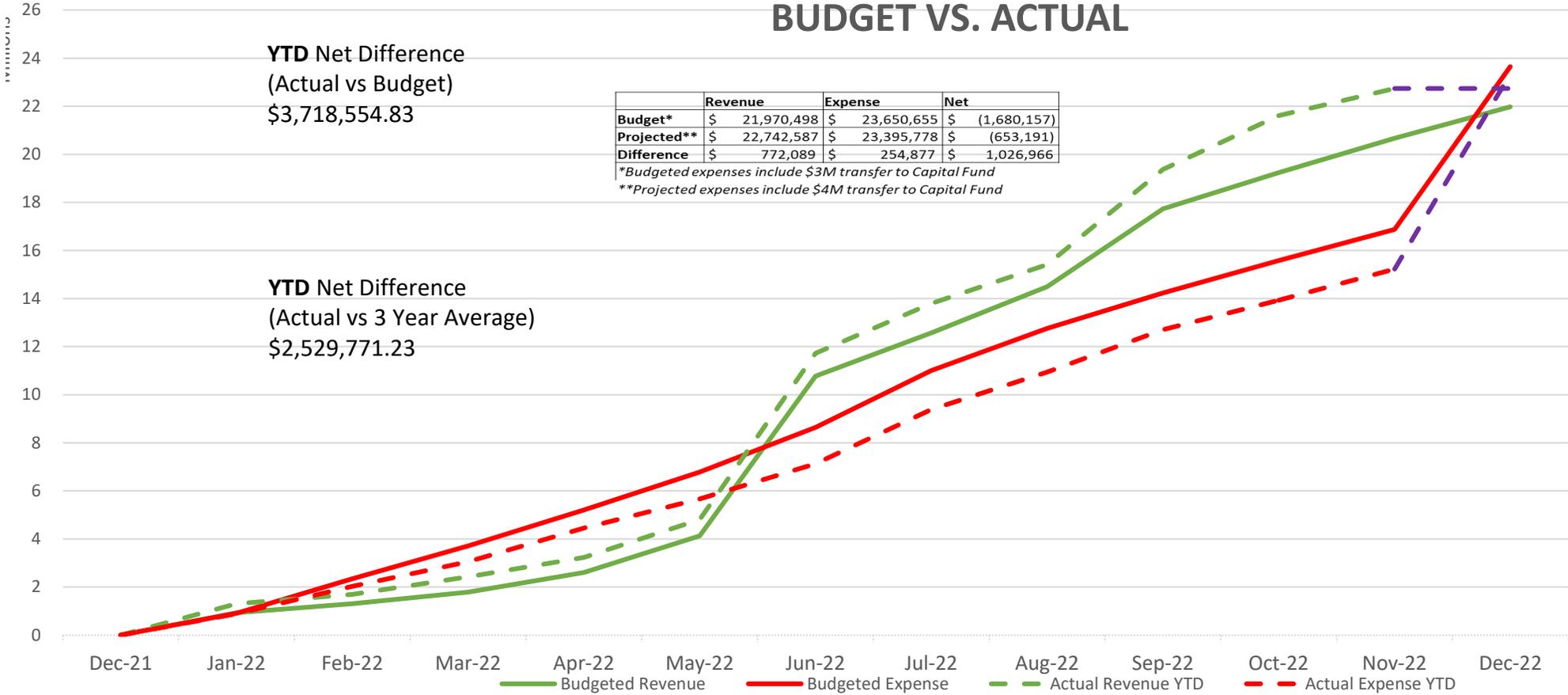
# OPERATIONS (GENERAL AND RECREATION FUNDS)

## PROJECTED CASH FLOW/OPERATIONS

	BUDGETED	BUDGETED
	NOVEMBER	DECEMBER
Month End Projected Cash on Hand (Actual for November)	19,813,739	22,808,319
2022 Budgeted Cash on Hand	23,003,553	25,998,134
25% Fund Balance Reserve per Budget	4,743,979	4,743,979

# Actuals 11/30/22

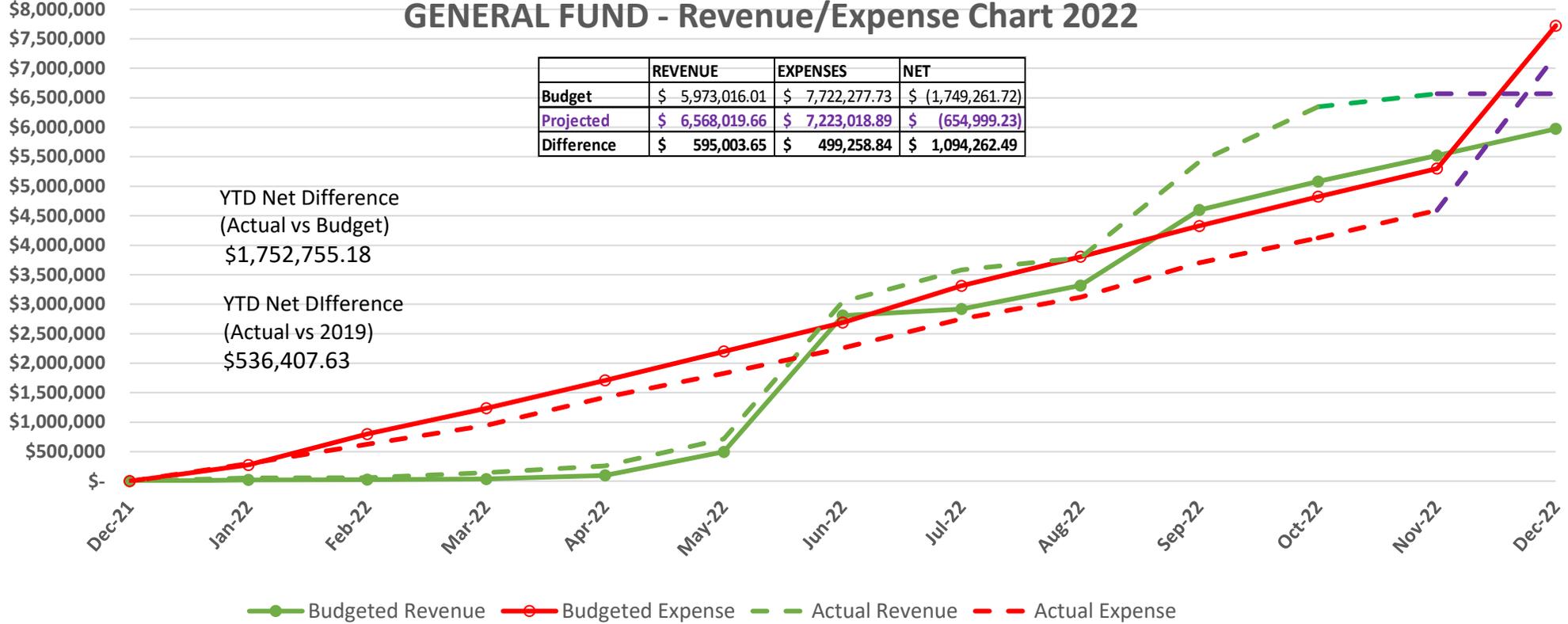
## OPERATIONS (GENERAL AND RECREATION FUNDS) BUDGET VS. ACTUAL



<b>Budgeted Revenue</b>	0.00	926,937.56	1,307,687.64	1,783,973.15	2,598,120.70	4,132,368.39	10,775,670.25	12,569,491.39	14,493,255.18	17,736,382.22	19,235,419.01	20,669,391.83	21,970,497.87
<b>Budgeted Expense</b>	0.00	905,910.94	2,342,543.28	3,708,238.26	5,200,385.79	6,786,169.01	8,638,415.76	11,002,609.51	12,761,820.27	14,235,263.04	15,579,842.23	16,873,530.77	23,650,654.74
<b>Actual Revenue YTD</b>	0.00	1,302,806.95	1,695,257.10	2,423,036.61	3,228,450.30	4,811,100.93	11,724,215.86	13,793,234.99	15,410,004.44	19,372,884.64	21,606,866.24	22,742,586.79	22,742,586.79
<b>Actual Expense YTD</b>	0.00	885,327.45	2,026,501.83	3,049,724.76	4,457,716.23	5,666,580.45	7,130,542.81	9,386,709.78	10,941,932.01	12,706,351.62	13,926,829.87	15,228,302.14	23,344,511.00
<b>Actual 2017-2019 Revenue</b>	0.00	1,377,396.71	1,778,206.76	2,313,788.27	3,140,807.68	3,742,909.82	11,082,358.30	12,195,678.26	13,377,813.31	18,300,843.04	19,200,358.31	20,024,739.29	0.00
<b>Actual 2017-2019 Expense</b>	0.00	503,136.29	1,693,414.13	3,071,473.76	4,438,462.32	4,860,985.28	7,295,128.68	8,889,506.56	10,876,027.10	12,379,543.15	13,808,020.01	15,040,225.87	0.00

# Actuals 11/30/22

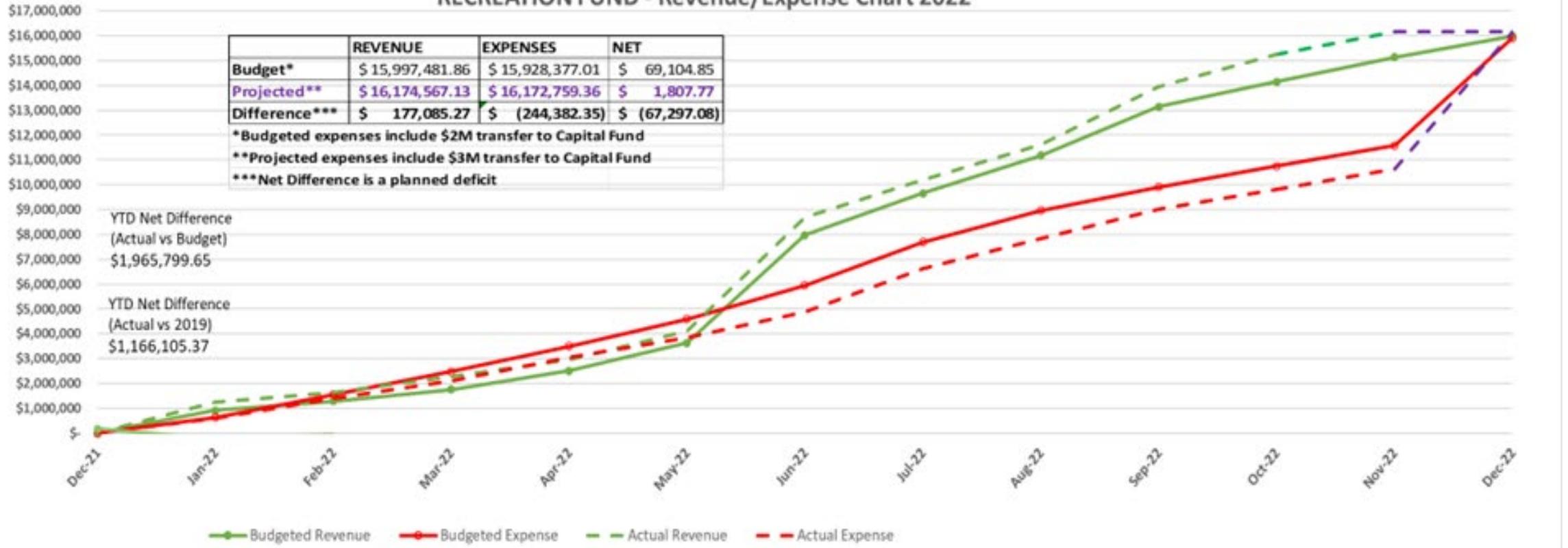
## GENERAL FUND - Revenue/Expense Chart 2022



<b>Budgeted Revenue</b>	-	22,966.67	26,847.38	37,788.99	98,114.44	496,621.28	2,808,701.68	2,919,106.96	3,317,110.04	4,596,819.02	5,081,545.88	5,523,117.79	5,973,016.01
<b>Budgeted Expense</b>	-	275,347.16	798,791.52	1,236,422.04	1,708,504.66	2,199,381.25	2,689,487.43	3,314,156.79	3,805,645.92	4,326,474.89	4,823,232.36	5,299,872.97	7,722,277.73
<b>Actual Revenue</b>	-	57,314.91	59,603.00	145,941.47	260,611.79	716,566.00	3,047,519.32	3,582,187.88	3,785,548.96	5,413,745.64	6,347,392.01	6,568,150.90	6,568,150.90
<b>Actual Expense</b>	-	298,383.06	624,681.90	944,879.73	1,421,726.36	1,827,251.00	2,258,768.25	2,752,855.32	3,119,280.20	3,701,893.02	4,122,207.88	4,592,150.90	7,223,018.89
<b>2019 Actual Revenue</b>		48,658.45	95,247.28	138,216.90	212,264.18	408,938.82	3,057,700.66	3,224,233.65	3,207,481.41	5,477,557.73	5,641,831.58	5,769,016.09	6,779,987.11
<b>2019 Actual Expense</b>		118,936.38	504,715.14	972,784.18	1,337,124.37	1,749,436.73	2,152,071.28	2,527,758.40	3,065,852.26	3,436,125.92	3,918,961.61	4,329,423.72	5,856,010.99

# Actuals 11/30/22

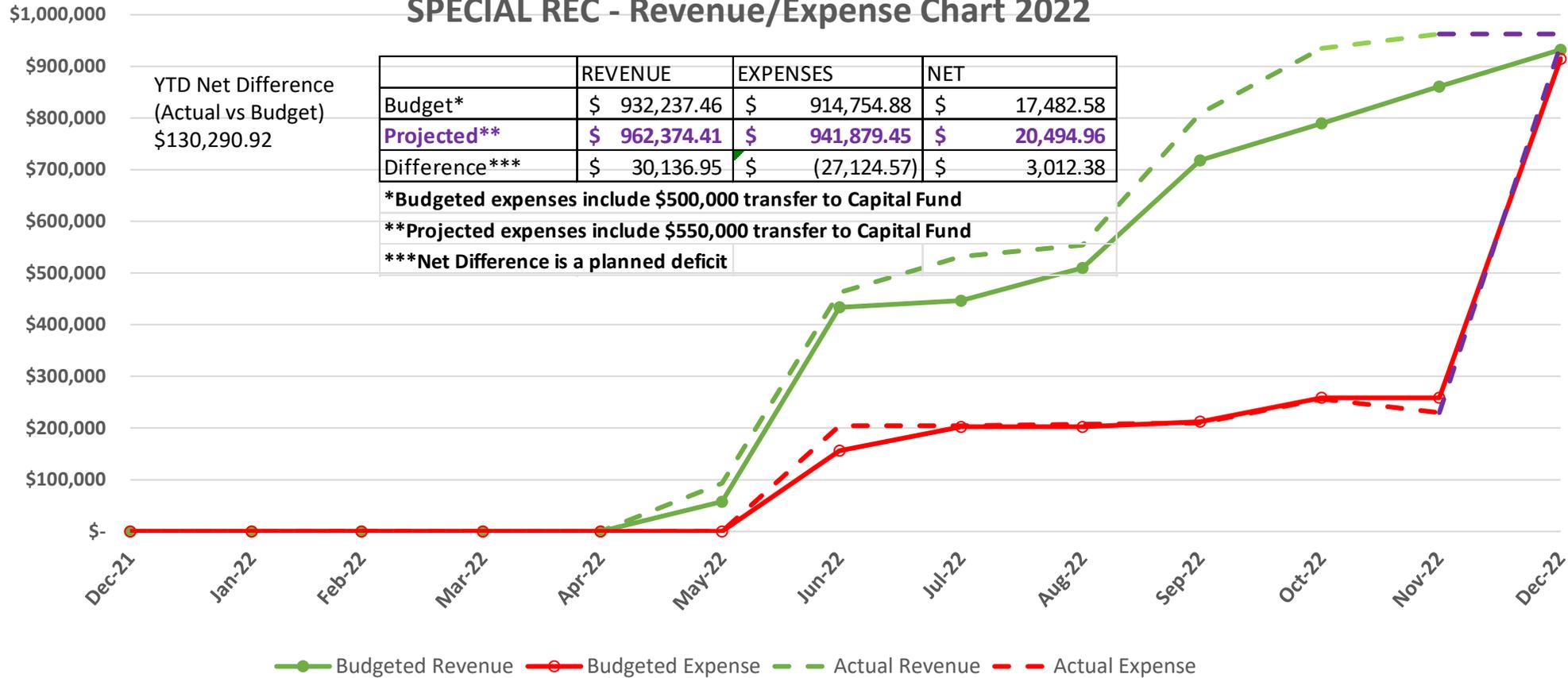
## RECREATION FUND - Revenue/Expense Chart 2022



<b>Budgeted Revenue</b>	-	903,970.89	1,280,840.26	1,746,184.16	2,500,006.26	3,635,747.11	7,966,968.57	9,650,384.43	11,176,145.14	13,139,563.20	14,153,873.13	15,146,274.04	15,997,481.86
<b>Budgeted Expense</b>	-	630,563.78	1,543,751.76	2,471,816.22	3,491,881.13	4,586,787.76	5,948,928.33	7,688,452.72	8,956,174.35	9,908,788.15	10,756,609.87	11,573,657.80	15,928,377.01
<b>Actual Revenue</b>	-	1,245,492.04	1,635,654.10	2,277,095.14	2,967,838.51	4,094,534.93	8,676,696.54	10,211,047.11	11,624,455.48	13,959,139.00	15,259,474.23	16,174,567.13	16,174,567.13
<b>Actual Expense</b>	-	586,944.39	1,401,819.93	2,104,845.03	3,035,989.87	3,839,329.45	4,871,774.56	6,633,854.46	7,822,651.81	9,004,529.47	9,804,621.99	10,636,151.24	16,172,759.36
<b>2019 Actual Revenue</b>		1,027,183.23	1,390,300.09	1,893,184.96	2,592,563.52	3,188,145.22	7,850,592.44	9,011,638.62	10,127,852.11	13,134,469.11	13,825,214.20	14,393,105.77	14,885,818.56
<b>2019 Actual Expense</b>		259,055.89	979,216.09	1,960,141.11	2,746,195.98	3,652,206.23	4,691,070.11	5,883,548.70	7,416,436.29	8,347,106.21	9,223,077.02	10,020,795.25	14,830,318.77

# Actuals 11/30/22

## SPECIAL REC - Revenue/Expense Chart 2022

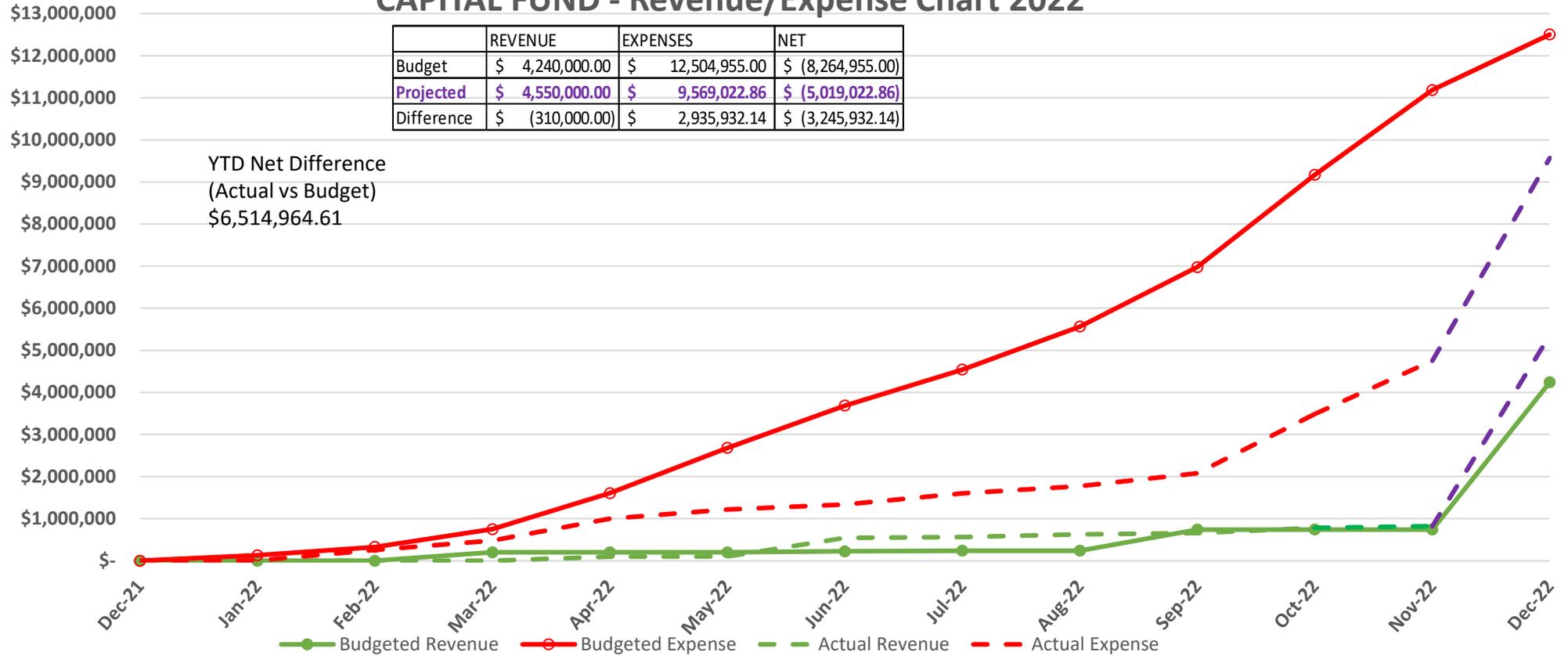


Budgeted Revenue	-	-	-	-	-	57,425.82	433,583.63	446,541.73	510,027.10	718,102.50	789,511.88	860,921.26	932,237.46
Budgeted Expense	-	-	-	-	-	-	156,189.41	202,377.44	202,377.44	212,377.44	258,565.47	258,565.47	914,754.88
Actual Revenue	-	-	-	-	-	92,987.80	462,496.49	531,853.30	554,182.98	809,165.86	934,908.90	962,374.41	962,374.41
Actual Expense	-	-	-	240.00	240.00	240.00	204,169.94	204,169.94	207,038.94	209,866.94	256,054.97	229,727.70	941,879.45



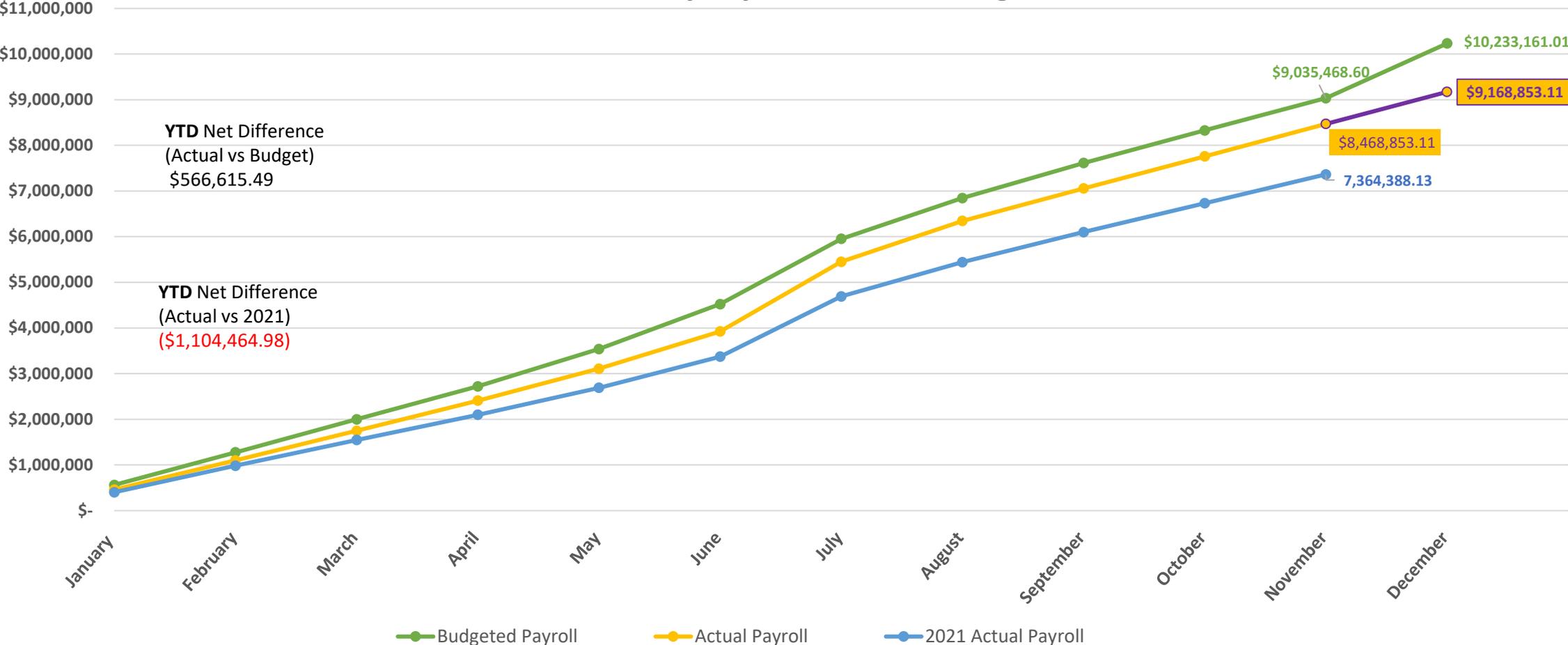
# Actuals 11/30/22

## CAPITAL FUND - Revenue/Expense Chart 2022



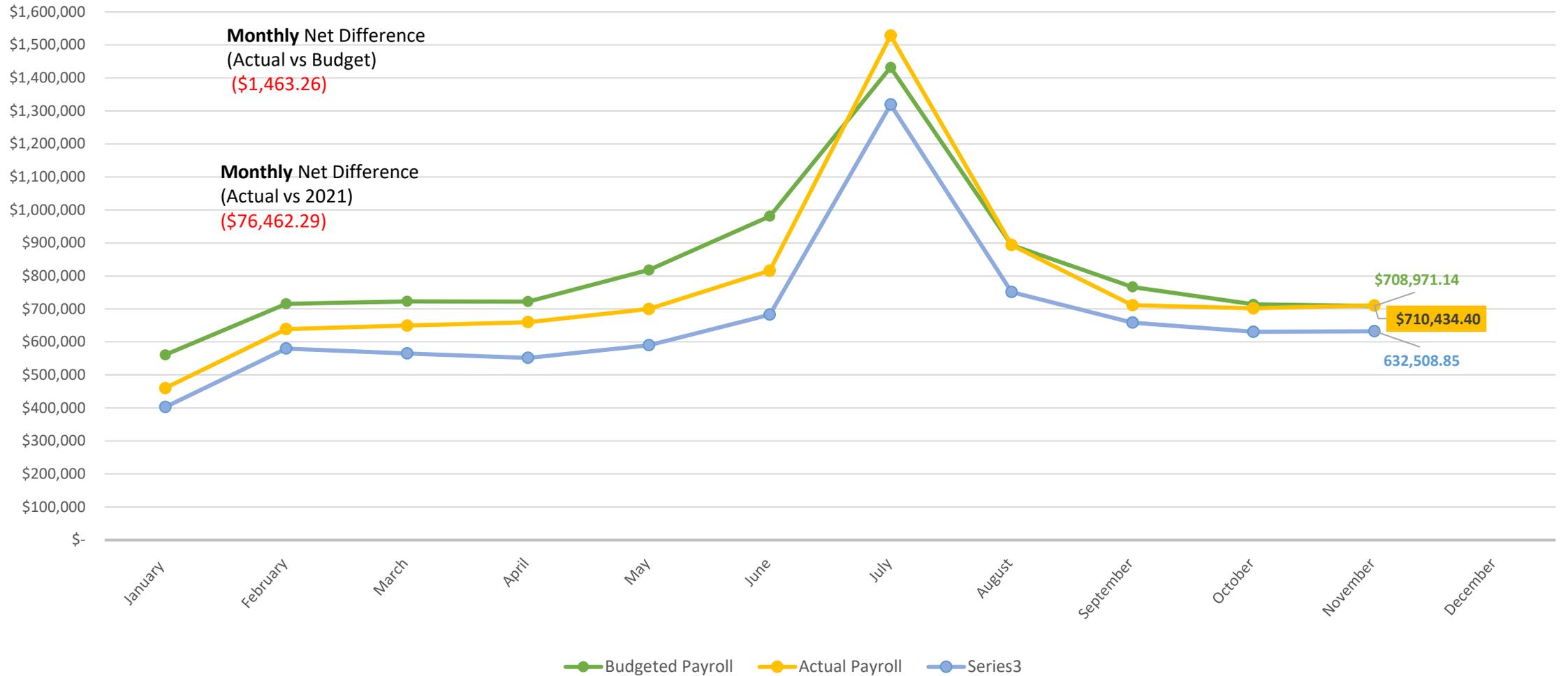
<b>Budgeted</b>													
<b>Revenue</b>	-	0.00	0.00	200,000.00	200,000.00	200,000.00	225,000.00	240,000.00	240,000.00	740,000.00	740,000.00	740,000.00	2,155,172.43
<b>Budgeted</b>													
<b>Expense</b>	-	128,698.50	328,241.65	749,284.80	1,604,433.95	2,681,822.10	3,686,939.00	4,542,401.50	5,564,464.00	6,976,276.50	9,168,573.00	11,186,329.50	12,504,955.00
<b>Actual</b>													
<b>Revenue</b>	-	458.16	866.80	1,678.84	94,712.75	101,785.60	542,552.74	560,080.42	628,536.03	656,475.83	779,132.10	818,838.73	5,354,415.19
<b>Actual</b>													
<b>Expense</b>	-	5,790.00	252,586.75	480,091.15	999,469.46	1,217,060.63	1,336,979.47	1,600,679.93	1,770,741.31	2,077,324.18	3,484,340.55	4,750,203.62	9,569,022.86

# Cummulative Monthly Payroll Actual vs Budget



	January	February	March	April	May	June	July	August	September	October	November	December
<b>Total Payroll (Budget)</b>	560,918.94	1,276,670.82	1,999,791.99	2,722,080.31	3,540,157.47	4,521,044.02	5,952,786.81	6,845,937.22	7,612,462.87	8,326,497.46	9,035,468.60	10,233,161.01
Payroll 1	143,939.11	324,477.42	328,846.24	323,384.40	339,629.14	386,977.93	490,988.47	519,595.13	359,791.66	352,814.76	353,521.83	350,000.00
Payroll 2	316,121.07	314,320.30	320,653.55	336,339.16	360,283.98	428,876.16	512,517.88	373,960.48	351,454.11	348,978.28	356,912.57	350,000.00
Payroll 3							524,469.48					350,000.00
<b>Total Payroll (Actual)</b>	460,060.18	1,098,857.90	1,748,357.69	2,408,081.25	3,107,994.37	3,923,848.46	5,451,824.29	6,345,379.90	7,056,625.67	7,758,418.71	8,468,853.11	9,168,853.11
2021 Payroll 1	148,568.50	293,469.53	281,263.43	268,515.40	286,898.43	325,140.52	427,000.53	428,756.35	326,029.73	316,157.75	311,953.21	
2021 Payroll 2	254,024.61	286,395.65	283,792.90	283,408.85	303,069.63	357,536.83	455,933.64	322,469.49	332,437.52	314,654.13	320,555.64	
2021 Payroll 3							436,355.86					
<b>2021 Total Payroll (Actual)</b>	402,593.11	982,458.29	1,547,514.62	2,099,438.87	2,689,406.93	3,372,084.28	4,691,374.31	5,442,600.15	6,101,067.40	6,731,879.28	7,364,388.13	

# NON CUMMULATIVE MONTHLY PAYROLL ACTUAL VS BUDGET



Payroll 1	143,939.11	324,477.42	328,846.24	323,384.40	339,629.14	386,977.93	490,988.47	519,595.13	359,791.66	352,814.76	353,521.83	-
Payroll 2	316,121.07	314,320.30	320,653.55	336,339.16	360,283.98	428,876.16	512,517.88	373,960.48	351,454.11	348,978.28	356,912.57	-
Payroll 3							524,469.48					-
<b>Total Payroll (Actual)</b>	<b>460,060.18</b>	<b>638,797.72</b>	<b>649,499.79</b>	<b>659,723.56</b>	<b>699,913.12</b>	<b>815,854.09</b>	<b>1,527,975.83</b>	<b>893,555.61</b>	<b>711,245.77</b>	<b>701,793.04</b>	<b>710,434.40</b>	<b>-</b>
<b>Budgeted Payroll</b>	<b>560,918.94</b>	<b>715,751.88</b>	<b>723,121.17</b>	<b>722,288.32</b>	<b>818,077.16</b>	<b>980,886.55</b>	<b>1,431,742.79</b>	<b>893,150.41</b>	<b>766,525.65</b>	<b>714,034.59</b>	<b>708,971.14</b>	<b>-</b>
2021 Payroll 1	148,568.50	293,469.53	281,263.43	268,515.40	286,898.40	325,140.52	427,000.53	428,756.35	326,029.73	316,157.75	311,953.21	-
2021 Payroll 2	254,024.61	286,395.65	283,792.90	283,408.85	303,069.63	357,536.83	455,933.64	322,469.49	332,437.52	314,654.13	320,555.64	-
2021 Payroll 3							436,355.86					-
<b>Total Payroll (Actual)</b>	<b>402,593.11</b>	<b>579,865.18</b>	<b>565,056.33</b>	<b>551,924.25</b>	<b>589,968.03</b>	<b>682,677.35</b>	<b>1,319,290.03</b>	<b>751,225.84</b>	<b>658,467.25</b>	<b>630,811.88</b>	<b>632,508.85</b>	<b>-</b>



# Memorandum

**To:** Park Board of Commissioners

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

**Date:** December 14, 2022

**Subject:** **Approval of the Donation and Naming Rights Agreement**

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## **Summary**

According to Park District policy, Park Property may be named after individuals or groups who have made substantial philanthropic donations toward the development of Park Property. The threshold for considering the naming of a park, building or facility include contribution of an agreed upon dollar amount to fund all or a portion of the capital construction cost associated with developing a park component. Provisions of a naming rights agreement include an agreed upon term to fund an endowment for the continued maintenance of the facility. To this end, Staff has been in discussions Corey Fox regarding a naming rights agreement in exchange for a generous donation for the Baseball Field Renovation at Larry Fink Park.

Per the terms of the agreement, the Fox family has agreed to donate \$300,000 to the Parks Foundation of Highland Park to name the Baseball Field at Larry Fink Park, "Jeff Fox Baseball Field". These funds will specifically be used for the construction of the renovated baseball field. Conditions included in the attached agreement include an initial term of the naming rights for fifteen (15) years, appropriate signage in accordance with PDHP standards including expectation of a scoreboard including the Jeff Fox Field name and a park dedication on a weekend date to be agreed upon by both parties.

Upon approval of the naming rights agreement by the Park Board of Commissioners, the facility name "Jeff Fox Baseball Field" will sit for a period of 60 days for public review before being formally adopted based on a 4/5 vote of the Park Board of Commissioners.

## **Recommendation**

Staff recommends that the Park Board of Commissioners approve the Donation and Naming Rights Agreement between the Park District of Highland Park and Corey Fox.

## DONATION AND NAMING RIGHTS AGREEMENT

THIS DONATION AND NAMING RIGHTS AGREEMENT (“Agreement”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the PARK DISTRICT OF HIGHLAND PARK (“District”), Corey Fox (the “Donor's Representative”), Alvin H. Baum Family Fund, Ryan Fox and Lisa Moschin (collectively with Donor's Representative, the “Donor”). The following recitals form the basis for this Agreement and are made a material part of it.

- A. District owns and operates a public recreational park, located at 1377 Deer Creek Parkway and commonly known as Larry Fink Memorial Park, which consists of seventy and 59/100 (70.59) acres, more or less, in the City of Highland Park, Illinois (the “Park”).
- B. Pursuant to discussions between District and Donor, Donor wishes to assist the District to finance the construction and improvement of a turf baseball field, including the Sign (as defined below) (“Baseball Field”) and appurtenant improvements located at Larry Fink Memorial Park, as more specifically depicted and described in Exhibit A (which shall, for avoidance of doubt include the Sign) (the “Project”).<sup>1</sup>
- C. Pursuant to the District’s naming rights policy, District and Donor desire to enter into an agreement, whereby, in exchange for good and valuable consideration, District shall use the designation “**Jeff Fox Field**” exclusively as the name of the Baseball Field located at Larry Fink Memorial Park in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and considerations in the Agreement and below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and Donor agree as follows:

1. Name

The name of the Baseball Field at Larry Fink Memorial Park, as more specifically depicted in Exhibit A, shall be known as “**Jeff Fox Field**,” (the “Name”) so designated at a time when, but no later than 60 days after, the Project work is completed. Donor’s Representative shall, upon execution of this Agreement, submit to the District a letter signed by a duly authorized representative, and notarized by a notary public, authorizing the use of the name “**Jeff Fox Field**.”

Nothing herein shall limit the District’s ability to dedicate other parts of the Baseball Field (e.g. dugouts, etc.) in recognition of other donors and/or sponsors. Notwithstanding the immediately preceding sentence, in no event during the Initial Term or any Renewal Term shall any such other dedication or recognition of other donors or sponsors limit or infringe upon the Name being the sole and exclusive name of the Baseball Field located at Larry Fink Memorial Park.

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<sup>1</sup> Note to District: As discussed, Exhibit A shall include the rendering of the field as well as the minimum quality scoreboard acceptable to Donor.

## 2. Term

A. The District and the Donor recognize that the Baseball Field has a useful life span after which time the Baseball Field will need renovation and/or replacement. Hence, the initial term of this Agreement shall be for 15 years (the “Initial Term”).

B. This Agreement may be renewed in the sole discretion of the Donor’s Representative for additional ten (10) year renewal terms (each, a “Renewal Term”) as further set forth herein. For avoidance of doubt, regardless of whether or not Donor exercises its right of first refusal described in Section 2C. of this Agreement below, the Initial Term shall be 15 years. Each subsequent Renewal Term shall add an additional 10 years to the Initial Term regardless of when such renewal is exercised (e.g. if in year 9 of the Initial Term the Donor exercises its right of first refusal in accordance with Section 2C. of this Agreement, Donor's rights hereunder shall last for 25 years (the full Initial Term plus the full first Renewal Term)).

C. Not earlier than one year year prior to the date on which, in the good faith discretion of the District, the infield turf at the Baseball Field in the Park needs to be repaired and/or replaced, the District shall grant the Donor a right of first refusal to extend this Agreement for a Renewal Term. The Donor may exercise the right of first refusal by donating to the Parks Foundation of Highland Park an additional sum equal to fifty percent (50%) of the amount necessary to repair and/or replace the infield turf at the Baseball Field based on the actual costs therefor (the “ROFR Payment”). The ROFR Payment will be paid as follows: (a) Sixty percent (60%) of the ROFR Payment shall be paid within 60 days after Donor’s Representative exercises the right of first refusal, and (b) [to the extent the repair or replacement of the infield turf at the Baseball Field has been completed in a manner and of a quality and use no less than those in the original Project](#), an aggregate amount equal to Forty percent (40%) shall be paid in five (5) equal annual installments (i.e. 8% of the ROFR Payment shall be paid annually over 5 years) commencing on the first anniversary of the Donor’s first payment in clause (a) of this Section 2(c). The Donor’s Representative must exercise the right of first refusal not later than ninety (90) days after the District delivers to Donor's Representaive a written estimate of the cost to repair and/or replace the infield turf at the Baseball Field . The parties shall true up the actual costs once the work is complete but in no event shall the final amounts owed by Donor pursuant to this paragraph C. exceed the estimated ROFR Payment included in the written notice from the District to Donor’s Representative estimating such amounts (in other words, the true up of actual costs shall not increase the amount of the ROFR Payment). The district acknowledges and agrees that the ROFR Payment, if any, shall be used solely to fund the repair and/or replacement of the infield turf at the Baseball Field as described in the notice delivered by the District to Donor’s Representative and that the infield turf replacements (if any) at the Baseball Field shall be of a quality and use no less than those in the original Project. For avoidance of doubt, the rights of Donor to extend the naming rights hereunder by electing for a Renewal Term (or multiple subsequent Renewal Terms) shall be contingent only on Donor's agreement to fund (and actually funding) the ROFR Payment as described in this Section 2C., which ROFR Payment shall be limited in the aggregate to an amount equal to 50% of the cost to repair or replace the infield turf at the Baseball Field in the Park. [The District acknowledges and agrees that if the repair or replacement of the infield turf at the Baseball Field has not been completed in a manner and of a quality and use no less than those in the original Project prior to the date that is the first anniversary of Donor's first payment in clause \(a\) of this Section 2\(c\), then such payment made pursuant to clause \(a\) of this Section 2\(c\) shall promptly be reimbursed to Donor.](#)

## 3. Placement and Use of Name

District hereby agrees to display the Name of the Baseball Field on a scoreboard on or around the Baseball Field, which shall designate the Baseball Field as **Jeff Fox Field** (the “Sign”) for the entirety of the Initial Term and any Renewal Term. District will provide Donor’s Representative with the illustration and specifications for the Sign permitted under the Park District’s sign policy prior to finalizing the Sign.

The design and text of the above described signage (including the Name on the Sign) shall be submitted to Donor’s Representative for review and shall be subject to Donor’s Representative’s consent, which shall not be unreasonably withheld, conditioned or delayed (it being agreed and understood that the intent of this provision is to ensure that the Name shall be displayed on the Sign in an easily legible manner and a manner customary for naming rights (eg size and scope of the name shall be appropriately and prominently displayed)).

District further agrees to cause the Name to be mentioned and displayed in any place where or on any occasion when District identifies the Baseball Field, as appropriate, including, but not limited, to all printed materials issued by District and the listing of Baseball Fields that appears on District’s website, [www.pdhp.org](http://www.pdhp.org).

The costs and expenses for installation of the Sign applicable to the Baseball Field shall be included as Project costs. District shall be responsible to maintain the Sign in good repair.

4. Park Dedication

District agrees that a dedication of the Project (the “Dedication”) will be held after the date of substantial completion of construction, on a weekend day to be determined by the mutual agreement of the parties.

One or more of the members of the Board of Park Commissioners and/or the senior administrators of District shall attend the Dedication. The Name shall be used and prominently displayed at the Dedication, and Donor shall be recognized for Donor’s contribution and Donor’s Representative shall be given an opportunity to address the attendees.

5. Contribution

A. In consideration for the rights granted to Donor under this Agreement and other good and valuable consideration, subject to the conditions set forth herein, Donor hereby agrees to contribute to Parks Foundation of Highland Park the sum of Three Hundred Thousand Dollars (\$300,000.00), to be paid as follows: (a) \$150,000 on or before thirty days from the date of this Agreement, and (b) \$150,000 on or before ninety days after the District approves a contract for the Baseball Field improvements which, in the reasonable discretion of the Donor are of quality and useful purposes not less than, and at least substantially similar to, the Project set forth on Exhibit A (collectively, the “Contribution”). All plans and drawings for the Project shall be shared with Donor’s Representative on a timely basis. The Parties agree that final plan approval and project construction is the responsibility of the District. Donor acknowledges that all of the District’s obligations hereunder are expressly subject to the receipt of the Contribution, and further acknowledges that if the Contribution is not timely paid in its entirety to the Parks Foundation of Highland Park the District shall have the right to either delay or diminish the scale

of the Project or terminate this Agreement. The District acknowledges that all of the Donors' obligations hereunder are expressly subject to the Project being completed, in the reasonable discretion of the Donor's Representative, in quality and useful purposes not less than, and at least substantially similar to, the Project set forth on Exhibit A. To the extent the district (X) approves a contract for the Project or other Baseball Field improvements and/or (Y) completes the Project or other Baseball Field improvements, in each case that are not, in the reasonable discretion of the Donor's Representative, in quality and useful purposes equal to, and at least substantially similar to, the Project set forth on Exhibit A, then the District shall promptly refund to the Donor all amounts paid by Donor under this Agreement. That parties acknowledge and agree that the funds contributed by Donor under this Agreement are to be used exclusively for the Project and for no other purposes.

B. All and each of the parties characterized as the Donor shall be jointly and severally liable for all payments, contributions, claims and liabilities arising under this Agreement. It being the parties mutual intent that the Park District needs to enforce the Donors' obligations against only one member of the donor group.

6. Maintenance

Donor shall have no responsibility or obligation to maintain the improvements which constitute the Project. All such continuing work shall be the responsibility of the District. Said maintenance shall be kept to appropriate standards for the first class quality of the Project.

7. Donation

The parties to this Agreement intend that Donor's contributions to the Parks Foundation of Highland Park shall be deductible from federal, state and local income taxes to the fullest extent allowed by law. However, District makes no promise or other representation as to the tax or other legal implications to Donor of the Contribution. Any findings or rulings regarding the deductibility of the contributions hereunder shall not affect the validity of this Agreement. District represents that the Parks Foundation of Highland Park is a tax-exempt entity under Internal Revenue Code Section 501(c)(3).

8. Assignment

Neither party shall transfer or assign its rights or obligations under this Agreement without the other party's prior written consent. Notwithstanding the foregoing, in the event of the death, or disability of the Donor Representative, the other Donors shall give notice to the District of the successor to the Donor Representative.

9. Termination

If after termination of the naming rights hereunder, District and Donor have not entered into a new naming rights agreement, District will acknowledge Donor's contribution with a sign at the Baseball Field for as long as the Baseball Field amenities shall exist; provided that if Donor's Representative does not exercise the right of first refusal to renew and extend this Agreement, or the Agreement expires without possibility of renewal, and the District reaches an

agreement with a new donor after the expiration of this Agreement, the Name may be changed and the Sign may be replaced.

11. Notices.

All notices, offers, consents or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made if delivered personally or by messenger or delivered by mail, and addressed to the address of the intended recipients at the following addresses:

To Donor's Representative:

Corey Fox  
480 Clavey Ln  
Highland Park, IL 60035  
Email: corey.fox@kirkland.com

With a copy to:

Lisa Moschin  
90 Ridge Road  
Highland Park, IL 60035  
Phone: 312 909 9156

To District:

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

With a copy to:

Adam B. Simon  
Ancel Glink, P.C.  
175 E. Hawthorn Parkway, Ste. 145  
Vernon Hills, IL 60061  
Email: asimon@ancelglink.com

Either party may change its address by giving notice, in writing, stating its new address to the other party.

12. Relationship

The relationship of the Donor to the District is that of independent charitable contributor. Neither party to this Agreement shall be or become the agent of the other party for any purpose. This is not a franchise agreement and does not create a partnership or joint venture. Nothing herein contained shall be construed to give Donor any property interest in or, except as otherwise expressly provided for herein, control over the Baseball Field or any portion of Larry Fink Memorial Park.

13. Non-Waiver

No delay or omission of any party to exercise rights or powers under this Agreement shall impair any such right or power or shall be construed to be a waiver of any default or acquiescence therein. No waiver of any default shall be construed, taken, or held to be a waiver of any other default, or waiver, acquiescence in, or consent to any further or succeeding default of the same nature.

14. Authority

District and Donor represent and warrant that the individuals executing this Agreement have the authority to so execute this Agreement acknowledge that by executing this Agreement, District and Donor are bound by all terms of this Agreement.

15. Entire Agreement

This Agreement contains the entire understanding between the parties and supersedes any prior understandings and written or oral agreements between them respecting this subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully expressed in the Agreement.

16. Reasonableness

Wherever either party to this Agreement is required to approve or consent to or be satisfied as to any matter, such party agrees that such approval, consent or satisfaction shall not unreasonably be withheld or delayed.

17. Remedies

The parties hereto agree that a violation of the provisions of this Agreement by the District and/or their affiliates would subject the Donor to significant irreparable harm. Further, each party hereto recognizes that money damages would not be a sufficient remedy for any breach of this Agreement and that the Donor shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach or threatened breach of the provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available hereunder or at law or equity. The District acknowledges and agrees that in no event shall the damages of Donor hereunder exceed \$300,000, plus all costs of collection regardless of whether litigation is necessary.

18. Representatives and Successors Bound

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns. In the event (X) the Park District has not spent the funds to be donated under this agreement for the benefit of Project as of a date that is twenty four months after the date hereof, (Y) any of the circumstances described in the penultimate sentence of Section 5(A) of this Agreement occur, or (Z) the District uses any funds contributed by Donor under this Agreement other than for the Project, all funds contributed by or in the name of Donor pursuant to the Agreement shall be returned to Donor.

19. Choice of Laws

This Agreement shall be interpreted under the laws of the State of Illinois. Any actions concerning interpretation or enforcement of this Agreement shall be brought in the Circuit Court of Lake County, Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Corey Fox

\_\_\_\_\_

PARK DISTRICT OF HIGHLAND PARK:

By: \_\_\_\_\_

Alvin H. Baum Family Fund

\_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By:

Its:

Ryan Fox

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Board Secretary

Lisa Moschin

\_\_\_\_\_

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**EXHIBIT A**

**DESCRIPTION AND DEPICTION OF PROJECT AND ESTIMATED USEFUL LIFE<sup>2</sup>**

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<sup>2</sup> Note to Donor: To include rendering of the project and description of quality, including the Sign.

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## DONATION AND NAMING RIGHTS AGREEMENT

THIS DONATION AND NAMING RIGHTS AGREEMENT (“Agreement”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the PARK DISTRICT OF HIGHLAND PARK (“District”), Corey Fox (the “Donor's Representative”), Alvin H. Baum Family Fund, Ryan Fox and Lisa Moschin (collectively with Donor's Representative, the “Donor”). The following recitals form the basis for this Agreement and are made a material part of it.

- A. District owns and operates a public recreational park, located at 1377 Deer Creek Parkway and commonly known as Larry Fink Memorial Park, which consists of seventy and 59/100 (70.59) acres, more or less, in the City of Highland Park, Illinois (the “Park”).
- B. Pursuant to discussions between District and Donor, Donor wishes to assist the District to finance the construction and improvement of a turf baseball field, including the Sign (as defined below) (“Baseball Field”) and appurtenant improvements located at Larry Fink Memorial Park, as more specifically depicted and described in Exhibit A (which shall, for avoidance of doubt include the Sign) (the “Project”).<sup>1</sup>
- C. Pursuant to the District’s naming rights policy, District and Donor desire to enter into an agreement, whereby, in exchange for good and valuable consideration, District shall use the designation “**Jeff Fox Field**” exclusively as the name of the Baseball Field located at Larry Fink Memorial Park in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and considerations in the Agreement and below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and Donor agree as follows:

1. Name

The name of the Baseball Field at Larry Fink Memorial Park, as more specifically depicted in Exhibit A, shall be known as “**Jeff Fox Field**,” (the “Name”) so designated at a time when, but no later than 60 days after, the Project work is completed. Donor’s Representative shall, upon execution of this Agreement, submit to the District a letter signed by a duly authorized representative, and notarized by a notary public, authorizing the use of the name “**Jeff Fox Field**.”

Nothing herein shall limit the District’s ability to dedicate other parts of the Baseball Field (e.g. dugouts, etc.) in recognition of other donors and/or sponsors. Notwithstanding the immediately preceding sentence, in no event during the Initial Term or any Renewal Term shall any such other dedication or recognition of other donors or sponsors limit or infringe upon the Name being the sole and exclusive name of the Baseball Field located at Larry Fink Memorial Park.

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<sup>1</sup> Note to District: As discussed, Exhibit A shall include the rendering of the field as well as the minimum quality scoreboard acceptable to Donor.

## 2. Term

A. The District and the Donor recognize that the Baseball Field has a useful life span after which time the Baseball Field will need renovation and/or replacement. Hence, the initial term of this Agreement shall be for 15 years (the “Initial Term”).

B. This Agreement may be renewed in the sole discretion of the Donor’s Representative for additional ten (10) year renewal terms (each, a “Renewal Term”) as further set forth herein. For avoidance of doubt, regardless of whether or not Donor exercises its right of first refusal described in Section 2C. of this Agreement below, the Initial Term shall be 15 years. Each subsequent Renewal Term shall add an additional 10 years to the Initial Term regardless of when such renewal is exercised (e.g. if in year 9 of the Initial Term the Donor exercises its right of first refusal in accordance with Section 2C. of this Agreement, Donor's rights hereunder shall last for 25 years (the full Initial Term plus the full first Renewal Term)).

C. Not earlier than one year year prior to the date on which, in the good faith discretion of the District, the infield turf at the Baseball Field in the Park needs to be repaired and/or replaced, the District shall grant the Donor a right of first refusal to extend this Agreement for a Renewal Term. The Donor may exercise the right of first refusal by donating to the Parks Foundation of Highland Park an additional sum equal to fifty percent (50%) of the amount necessary to repair and/or replace the infield turf at the Baseball Field based on the actual costs therefor (the “ROFR Payment”). The ROFR Payment will be paid as follows: (a) Sixty percent (60%) of the ROFR Payment shall be paid within 60 days after Donor’s Representative exercises the right of first refusal, and (b) to the extent the repair or replacement of the infield turf at the Baseball Field has been completed in a manner and of a quality and use no less than those in the original Project, an aggregate amount equal to Forty percent (40%) shall be paid in five (5) equal annual installments (i.e. 8% of the ROFR Payment shall be paid annually over 5 years) commencing on the first anniversary of the Donor’s first payment in clause (a) of this Section 2(c). The Donor’s Representative must exercise the right of first refusal not later than ninety (90) days after the District delivers to Donor's Representaive a written estimate of the cost to repair and/or replace the infield turf at the Baseball Field . The parties shall true up the actual costs once the work is complete but in no event shall the final amounts owed by Donor pursuant to this paragraph C. exceed the estimated ROFR Payment included in the written notice from the District to Donor’s Representative estimating such amounts (in other words, the true up of actual costs shall not increase the amount of the ROFR Payment). The district acknowledges and agrees that the ROFR Payment, if any, shall be used solely to fund the repair and/or replacement of the infield turf at the Baseball Field as described in the notice delivered by the District to Donor’s Representative and that the infield turf replacements (if any) at the Baseball Field shall be of a quality and use no less than those in the original Project. For avoidance of doubt, the rights of Donor to extend the naming rights hereunder by electing for a Renewal Term (or multiple subsequent Renewal Terms) shall be contingent only on Donor's agreement to fund (and actually funding) the ROFR Payment as described in this Section 2C., which ROFR Payment shall be limited in the aggregate to an amount equal to 50% of the cost to repair or replace the infield turf at the Baseball Field in the Park. The District acknowledges and agrees that if the repair or replacement of the infield turf at the Baseball Field has not been completed in a manner and of a quality and use no less than those in the original Project prior to the date that is the first anniversary of Donor's first payment in clause (a) of this Section 2(c), then such payment made pursuant to clause (a) of this Section 2(c) shall promptly be reimbursed to Donor.

## 3. Placement and Use of Name

District hereby agrees to display the Name of the Baseball Field on a scoreboard on or around the Baseball Field, which shall designate the Baseball Field as **Jeff Fox Field** (the “Sign”) for the entirety of the Initial Term and any Renewal Term. District will provide Donor’s Representative with the illustration and specifications for the Sign permitted under the Park District’s sign policy prior to finalizing the Sign.

The design and text of the above described signage (including the Name on the Sign) shall be submitted to Donor’s Representative for review and shall be subject to Donor’s Representative’s consent, which shall not be unreasonably withheld, conditioned or delayed (it being agreed and understood that the intent of this provision is to ensure that the Name shall be displayed on the Sign in an easily legible manner and a manner customary for naming rights (eg size and scope of the name shall be appropriately and prominently displayed)).

District further agrees to cause the Name to be mentioned and displayed in any place where or on any occasion when District identifies the Baseball Field, as appropriate, including, but not limited, to all printed materials issued by District and the listing of Baseball Fields that appears on District’s website, [www.pdhp.org](http://www.pdhp.org).

The costs and expenses for installation of the Sign applicable to the Baseball Field shall be included as Project costs. District shall be responsible to maintain the Sign in good repair.

4. Park Dedication

District agrees that a dedication of the Project (the “Dedication”) will be held after the date of substantial completion of construction, on a weekend day to be determined by the mutual agreement of the parties.

One or more of the members of the Board of Park Commissioners and/or the senior administrators of District shall attend the Dedication. The Name shall be used and prominently displayed at the Dedication, and Donor shall be recognized for Donor’s contribution and Donor’s Representative shall be given an opportunity to address the attendees.

5. Contribution

A. In consideration for the rights granted to Donor under this Agreement and other good and valuable consideration, subject to the conditions set forth herein, Donor hereby agrees to contribute to Parks Foundation of Highland Park the sum of Three Hundred Thousand Dollars (\$300,000.00), to be paid as follows: (a) \$150,000 on or before thirty days from the date of this Agreement, and (b) \$150,000 on or before ninety days after the District approves a contract for the Baseball Field improvements which, in the reasonable discretion of the Donor are of quality and useful purposes not less than, and at least substantially similar to, the Project set forth on Exhibit A (collectively, the “Contribution”). All plans and drawings for the Project shall be shared with Donor’s Representative on a timely basis. The Parties agree that final plan approval and project construction is the responsibility of the District. Donor acknowledges that all of the District’s obligations hereunder are expressly subject to the receipt of the Contribution, and further acknowledges that if the Contribution is not timely paid in its entirety to the Parks Foundation of Highland Park the District shall have the right to either delay or diminish the scale

of the Project or terminate this Agreement. The District acknowledges that all of the Donors' obligations hereunder are expressly subject to the Project being completed, in the reasonable discretion of the Donor's Representative, in quality and useful purposes not less than, and at least substantially similar to, the Project set forth on Exhibit A. To the extent the district (X) approves a contract for the Project or other Baseball Field improvements and/or (Y) completes the Project or other Baseball Field improvements, in each case that are not, in the reasonable discretion of the Donor's Representative, in quality and useful purposes equal to, and at least substantially similar to, the Project set forth on Exhibit A, then the District shall promptly refund to the Donor all amounts paid by Donor under this Agreement. That parties acknowledge and agree that the funds contributed by Donor under this Agreement are to be used exclusively for the Project and for no other purposes.

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agreement with a new donor after the expiration of this Agreement, the Name may be changed and the Sign may be replaced.

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To Donor's Representative:

Corey Fox  
480 Clavey Ln  
Highland Park, IL 60035  
Email: corey.fox@kirkland.com

With a copy to:

Lisa Moschin  
90 Ridge Road  
Highland Park, IL 60035  
Phone: 312 909 9156

To District:

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

With a copy to:

Adam B. Simon  
Ancel Glink, P.C.  
175 E. Hawthorn Parkway, Ste. 145  
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Email: asimon@ancelglink.com

Either party may change its address by giving notice, in writing, stating its new address to the other party.

12. Relationship

The relationship of the Donor to the District is that of independent charitable contributor. Neither party to this Agreement shall be or become the agent of the other party for any purpose. This is not a franchise agreement and does not create a partnership or joint venture. Nothing herein contained shall be construed to give Donor any property interest in or, except as otherwise expressly provided for herein, control over the Baseball Field or any portion of Larry Fink Memorial Park.

13. Non-Waiver

No delay or omission of any party to exercise rights or powers under this Agreement shall impair any such right or power or shall be construed to be a waiver of any default or acquiescence therein. No waiver of any default shall be construed, taken, or held to be a waiver of any other default, or waiver, acquiescence in, or consent to any further or succeeding default of the same nature.

14. Authority

District and Donor represent and warrant that the individuals executing this Agreement have the authority to so execute this Agreement acknowledge that by executing this Agreement, District and Donor are bound by all terms of this Agreement.

15. Entire Agreement

This Agreement contains the entire understanding between the parties and supersedes any prior understandings and written or oral agreements between them respecting this subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully expressed in the Agreement.

16. Reasonableness

Wherever either party to this Agreement is required to approve or consent to or be satisfied as to any matter, such party agrees that such approval, consent or satisfaction shall not unreasonably be withheld or delayed.

17. Remedies

The parties hereto agree that a violation of the provisions of this Agreement by the District and/or their affiliates would subject the Donor to significant irreparable harm. Further, each party hereto recognizes that money damages would not be a sufficient remedy for any breach of this Agreement and that the Donor shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach or threatened breach of the provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available hereunder or at law or equity. The District acknowledges and agrees that in no event shall the damages of Donor hereunder exceed \$300,000, plus all costs of collection regardless of whether litigation is necessary.

18. Representatives and Successors Bound

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns. In the event (X) the Park District has not spent the funds to be donated under this agreement for the benefit of Project as of a date that is twenty four months after the date hereof, (Y) any of the circumstances described in the penultimate sentence of Section 5(A) of this Agreement occur, or (Z) the District uses any funds contributed by Donor under this Agreement other than for the Project, all funds contributed by or in the name of Donor pursuant to the Agreement shall be returned to Donor.

19. Choice of Laws

This Agreement shall be interpreted under the laws of the State of Illinois. Any actions concerning interpretation or enforcement of this Agreement shall be brought in the Circuit Court of Lake County, Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Corey Fox

\_\_\_\_\_

PARK DISTRICT OF HIGHLAND PARK:

By: \_\_\_\_\_

Alvin H. Baum Family Fund

\_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By:

Its:

Ryan Fox

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Board Secretary

Lisa Moschin

\_\_\_\_\_

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**EXHIBIT A**

**DESCRIPTION AND DEPICTION OF PROJECT AND ESTIMATED USEFUL LIFE<sup>2</sup>**

DRAFT

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<sup>2</sup> Note to Donor: To include rendering of the project and description of quality, including the Sign.

DRAFT



# Memorandum

**To:** Park Board of Commissioners

**From:** Brian Romes, Executive Director

**Date:** December 14, 2022

**Subject:** **Approval of Resolution #2022-09: Authorizing the Mutual Exchange of Real Estate Property and Intergovernmental Agreement Between North Shore School District 112 and the Park District of Highland Park to Mutually Exchange Real Estate**

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## **Summary**

North Shore School District 112 owns parcels of land adjacent to the Park District of Highland Park's West Ridge Center and Kennedy Park. The Park District of Highland Park owns land adjacent to Ravinia Elementary School. Administrations of both districts believe it is beneficial and in the best long-term interest of both parties to mutually exchange public properties with one another. In exchange for the District 112 owned properties adjacent to West Ridge Park, the entrance to West Ridge Center (the "triangle"), and the parcel at Kennedy Park, the Park District will convey to District 112 the land adjacent to Ravina School, which includes the historic nature preserve known as May T. Watts Park.

The Park District of Highland Park will assume ownership of the lease with Highland Park Community Nursery School & Daycare Center on the West Ridge property, and the School District will maintain a portion of the current park property at Ravinia as a nature preserve to the extent consistent with District 112's use of the property for school purposes. A Resolution Authorizing The Mutual Exchange of Real Property and Intergovernmental Agreement With The Park District Of Highland Park will be presented to the Board of Education for North Shore School District 112 for approval at their Regular Meeting on December 13, 2022.

## **Recommendation**

Staff recommends the Park Board of Commissioners approve Resolution #2022-09: Authorizing the Mutual Exchange of Real Estate Property and Intergovernmental Agreement Between the Board of Education of NSSD112 and the PDHP to Mutually Exchange Real Estate.

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

**RESOLUTION 2022-09  
AUTHORIZING THE MUTUAL EXCHANGE OF REAL PROPERTY AND  
INTERGOVERNMENTAL AGREEMENT WITH  
THE BOARD OF EDUCATION OF NORTH SHORE SCHOOL DISTRICT 112**

**WHEREAS**, the Board of Education of North Shore School District 112, Lake County, Illinois (“**School Board**”), is the owner of three parcels of real property that are identified on Exhibit A hereto (“**District 112 Property**”), which are adjacent to properties owned by the Park District of Highland Park (“**Park District**”); and

**WHEREAS**, the Park District owns a parcel of real property that is identified on Exhibit B hereto (“**Park District Property**”), which is adjacent to the Board’s real property on which Ravinia Elementary School is situated; and

**WHEREAS**, the School Board and the Park District agree that a mutual exchange of the District 112 Property and Park District Property will be of mutual benefit for their respective corporate purposes; and

**WHEREAS**, in accordance with Section 2 of the *Local Government Property Transfer Act* (50 ILCS 605/2), the School Board has or will declare that the Park District Property is necessary or convenient for it to use, occupy or improve in connection with its existing Ravinia Elementary School; and

**WHEREAS**, the Park Board hereby determines that the Park District Property has become unnecessary, unsuitable and inconvenient for the uses of the Park District; and

**WHEREAS**, the Park Board hereby determines, by two-thirds vote of its members, that it is in the best interests of the Park District to convey the Park District Property to the School Board in accordance with the *Local Government Property Transfer Act* (50 ILCS 605/0.01 *et seq.*); and

**WHEREAS**, in accordance with Section 2 of the *Local Government Property Transfer Act* (50 ILCS 605/2), the Park Board hereby declares that the School District Property is necessary or convenient for it to use, occupy or improve the park district system, including the West Ridge Park campus and Kennedy Park; and

**WHEREAS**, the School Board has or will declare by a two-thirds vote of its members, that it is in the best interests of the School Board to convey the School District Property to the Park District in accordance with the *Local Government Property Transfer Act* (50 ILCS 605/0.01 *et seq.*); and

**WHEREAS**, the Board and the Park District desire to enter into an intergovernmental agreement pursuant to Section 2 of the *Local Government Property Transfer Act*, 50 ILCS 605/2,

to exchange the District 112 Property for the Park District Property, a copy of which is attached hereto as Exhibit C (“**Intergovernmental Agreement**”).

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of North Shore School District 112, Lake County, Illinois, as follows:

- Section 1:** The Park Board hereby determines that the Park District Property has become unnecessary, unsuitable and inconvenient for the uses of the Park District and that it is in the best interest of the Park District to transfer title to the Park District Property to the School District in accordance with the terms of the Intergovernmental Agreement.
- Section 2:** The Park Board hereby declares that the School District Property is necessary or convenient for it to use, occupy or improve and that it is in the best interest of the Park District to acquire title to the School District Property in accordance with the terms of the Intergovernmental Agreement.
- Section 3:** The Park Board hereby approves the Intergovernmental Agreement in substantially the form provided in Exhibit C hereto.
- Section 4:** The Board President, the Executive Director and Park District Attorney are hereby authorized to sign such documents and perform such actions on behalf of the Board as are necessary to complete the mutual exchange of real property provided herein, including the Intergovernmental Agreement.
- Section 5:** This Resolution shall be in full force and effect forthwith upon its passage and any and all resolutions in conflict herewith are hereby repealed to the extent of such conflict.

*Signature Page Follows*

**ADOPTED** this \_\_\_\_\_th day of December, 2022, by at least 2/3rds of its members, in the following roll call vote:

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

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

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

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

By: \_\_\_\_\_  
**President, Board of Commissioners**

**ATTEST:**

By: \_\_\_\_\_  
**Secretary, Board of Commissioners**

## **EXHIBIT A**

### **DESCRIPTION OF DISTRICT 112 PROPERTY**

#### Parcel One

Address: 850 Clavey Road, Highland Park, IL 60035

Lake County PIN: 16-36-300-017

#### Parcel Two

Approximate Address: 636 Ridge Road, Highland Park, IL 60035

Lake County PIN: 16-34-200-033

#### Parcel Three

Address: 640 Ridge Road, Highland Park, IL 60035

Lake County PIN: 16-34-200-030

## **EXHIBIT B**

### **DESCRIPTION OF PARK DISTRICT PROPERTY**

**Legal Description:**

LOT ONE HUNDRED TWO (102) IN SOUTH HIGHLAND ADDITION TO HIGHLAND PARK, IN SECTION THIRTY-SIX (36) TOWNSHIP FORTY-THREE (43) NORTH, RANGE TWELVE (12), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

Address: 355 Roger Williams Avenue, Highland Park, IL 60035

Lake County PIN: 16-36-201-001

To the extent that the Title Commitment for the Park District Property (or other evidence sufficient to the Parties) reveals that the Park District also owns all or a portion of the vacated Kincaid Street adjacent and contiguous to said lot one hundred two (102), then the property to be conveyed shall include such vacated portion of Kincaid Street.

**EXHIBIT C**  
**INTERGOVERNMENTAL AGREEMENT**

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**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN  
THE BOARD OF EDUCATION OF NORTH SHORE SCHOOL DISTRICT 112  
AND  
THE PARK DISTRICT OF HIGHLAND PARK  
TO  
MUTUALLY EXCHANGE REAL ESTATE**

**THIS INTERGOVERNMENTAL AGREEMENT** is made and entered into this 14th day of December, 2022 by and between the Board of Education of North Shore School District 112, Lake County, Illinois (“**District 112**”) and the Park District of Highland Park (“**Park District**”).

**WITNESSETH:**

**WHEREAS**, District 112 owns three (3) parcels of real estate that are identified on Exhibit A hereto (hereinafter referred to as the “**District 112 Property**”); and

**WHEREAS**, the Park District owns one (1) parcel of real estate that is identified on Exhibit B hereto (hereinafter referred to as “**Park District Property**”); and

**WHEREAS**, District 112 and Park District agree that a mutual exchange of the District 112 Property and Park District Property will be of mutual benefit for their respective corporate purposes; and

**WHEREAS**, pursuant to Section 2 of the *Local Government Property Transfer Act*, 50 ILCS 605/2, the parties have the authority to enter into this Intergovernmental Agreement; and

**NOW, THEREFORE**, in consideration of the mutual covenants and promises of District 112 and the Park District, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, District 112 and the Park District hereby covenant and agree as follows:

1. **Mutual Exchange**. District 112 agrees to transfer the District 112 Property to the Park District in exchange for the Park District’s transfer of the Park District Property to District 112 (hereinafter “**Mutual Exchange**”) upon the following terms:

(a) At the Closing, the Park District shall convey or cause to be conveyed to District 112 by a valid and recordable Quit Claim Deed the Park District Property, subject only to (a) general real estate taxes not due and payable as of the date of the Closing; (b) acts of District 112; (c) covenants, conditions and restrictions of record; and (d) those exceptions set forth on Exhibit C hereto (the “**Park District Property Permitted Exceptions**”).

(b) At the Closing, District 112 shall convey or cause to be conveyed to the Park District by a valid and recordable Quit Claim Deed(s) the District 112 Property subject only to (a) general real estate taxes not due and payable as of the date of the Closing; (b)

acts of the Park District; (c) covenants, conditions and restrictions of record; and (d) those exceptions set forth on Exhibit D hereto (the “**District 112 Property Permitted Exceptions**”, and together with the Park District Property Permitted Exceptions shall collectively be called the “**Permitted Exceptions**”).

2. **Surveys.** District 112 and Park District (in each case, the grantor) shall deliver, or cause to be delivered, to the other (in each case, the grantee) within forty five (45) days from the date hereof, at each party’s sole cost and expense, ALTA surveys of the District 112 Property and Park District Property, respectively, by an Illinois registered land surveyor, which is dated not more than six (6) months prior to the date of the Closing (each referred to hereinafter as a “**Survey**”), showing legal descriptions, all corners staked and no encroachments, measurements of all lot lines, and showing all easements, building line set backs, fences, and any improvements on the District 112 Property and Park District Property, respectively, and distances thereof to all lot lines. If requested, the Parties agree to provide the other at the Closing an affidavit verifying that no changes in improvements have been made since the date of the Survey. If a Survey shows other than Permitted Exceptions or encroachments from adjacent property, then these shall be considered defects in the title. Such Surveys shall be used to confirm the legal descriptions of the District 112 Property and Park District Property to be used on the respective quit claim deeds.

3. **Evidence of Title.** District 112 and Park District (in each case, the grantor) shall deliver, or cause to be delivered, to the other (in each case, the grantee) within thirty (30) days from the date hereof, a current title commitment(s) from Chicago Title Insurance Company (hereinafter referred to as the “**Title Company**”) for an ALTA owner’s title insurance policy, providing extended coverage by deletion of the general exceptions which would otherwise be included in such title insurance policy, in amounts to be mutually agreed upon, together with copies of all instruments containing or creating covenants, conditions, easements and restrictions affecting the District 112 Property or Park District Property, as applicable. The aforesaid commitments shall show title in the intended grantor, subject only to (1) the title exceptions set forth in Paragraph 1(a) or 1(b) hereof (as applicable); and (2) title exceptions pertaining to liens or payment of money at the Closing and which District 112 or the Park District will so remove from their respective properties at that time at their sole cost. All costs of obtaining the aforesaid commitments and title policies shall be paid by the transferring party.

4. **Correction of Defects.** If the title commitments or the Surveys herein required disclose unpermitted exceptions, District 112 and/or the Park District (in each case, the grantee) shall have fifteen (15) days from receipt of the title commitment or Survey (respectively), to notify the other party (in each case, the grantor) of any objections to unpermitted exceptions contained therein. Any exception identified on the title commitment or Survey shall become a Permitted Exception if the other party does not provide timely notice that it objects to such exception. Each party (in each case, the grantor) shall have (30) days from the date of receipt of such notice of objection to have the exceptions removed from the title commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions. In such event, the Closing shall be extended to a date fifteen (15) days after delivery of the corrected title commitment or the time specified in Paragraph 5 hereof, whichever is later. If either party fails to have the exceptions removed, or in the alternative, to obtain the commitment for title insurance specified above, as to such exceptions within the specified time, District 112 or the Park District

may terminate this Agreement, after first meeting and conferring with the other party to negotiate in good faith on an alternative resolution. If either party (in ease case, the grantor) fails or refuses to have the exceptions removed, the other party (in each case, the grantee) may waive its objections and agree to close on the property with such exceptions, all of which shall become Permitted Exceptions.

5. **Closing.** The Closing of the Mutual Exchange herein described (“**Closing**”) shall be no later than March 31, 2023, or as mutually agreed (or on the date to which such time is extended by reason of Paragraph 4 or Paragraph 10 hereof, whichever date is later) at the offices of the Title Company or at such other location as the parties hereto mutually agree. The transaction herein contemplated may, upon election of either party, be closed through an escrow with the Title Company, in accordance with the general provisions of the usual form of a Deed and Money Escrow then in use by said Title Company, with such special provisions inserted in the escrow agreement as may be required to conform to this Agreement. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of the consideration and delivery of the deeds shall be made through the escrow and the cost of said escrow shall be shared equally between the parties.

6. **Delivery of Possession.** District 112 shall deliver possession and control of the District 112 Property to the Park District on the day of the Closing and the Park District shall deliver possession and control of the Park District Property to District 112 on the day of Closing.

7. **Closing Adjustments.** District 112 and the Park District will provide evidence satisfactory to the other at the Closing that all general real estate taxes for which bills have been issued have been paid in full or evidence that the property is exempt from real estate taxes. The parties shall prorate all rents and other items of income under any leases on the District 112 Property or the Park District Property collected prior to the Closing and applicable to periods after the Closing.

8. **Mutual Covenants, Representations, and Warranties.** To induce the other to enter into this Agreement, District 112 and the Park District each hereby represent to the other as of the date hereof and as of the date of Closing that, to the best of District 112 and the Park District’s knowledge:

- A. **Authority.** It has full power to execute, perform, and deliver this Agreement, and to consummate each of the transactions contemplated hereby.
- B. **Violation of Laws.** It has not received any notice relating to any violations of applicable laws, ordinances, statutes, rules, regulations and restrictions pertaining to or affecting the property to be transferred pursuant to this Agreement.
- C. **Notice of Legal Proceedings.** It has not received any notice relating to any legal actions, suits, or other legal or administrative proceedings, including pending assessments, condemnation, eminent domain, or quiet title cases, pending or threatened, against the property to be transferred pursuant to this Agreement.

- D. Leases, Tenancies and Encumbrances. There are no contracts, covenants, financing statements, leases or other agreements which affect the property to be transferred pursuant to this Agreement that will survive the Closing, except as disclosed in this Agreement and its exhibits. The transferring party shall be fully responsible for payment and satisfaction of any and all obligations, liabilities, expenses and accruals relating to or affecting the property to be transferred pursuant to this Agreement that were incurred or accrued or where the underlying act or omission giving rise to any claim or cause of action occurred prior to the date of the Closing. District 112 discloses that Parcel Three is subject to a lease agreement with Highland Park Community Nursery School and Day Care Center, dated April 16, 2019 (“**HP Community Lease**”), that is anticipated to survive Closing and remain in effect through December 31, 2033.
- E. Notice of Action. From the date hereof through the Closing, each party shall promptly comply with and forthwith give notice to the other of all notices received by it relating to the property to be transferred pursuant to this Agreement given pursuant to any threatened or actual litigation or any state, city, or municipal law, ordinance, regulation, or order, and shall comply with the requirements of any authority, state, city or municipal department or other governmental entity having jurisdiction over the property to be transferred pursuant to this Agreement or the use thereof.
- F. Prohibition on Encumbrances. Between the date of this Agreement and the Closing neither party may:
- (1) create, incur, or suffer to exist any mortgage, lien, pledge or other encumbrance in any way affecting title to the property to be transferred pursuant to this Agreement, either presently or by the passage of time; and
  - (2) enter into any contracts or agreements pertaining to the property to be transferred pursuant to this Agreement without first obtaining the written consent of the other.
9. Provisions with Respect to the Closing. At the Closing, the Parties shall deliver (in addition to the documents referred to in Paragraph 1 above) to the other the following fully executed documents:
- A. A non-foreign affidavit in accordance with Section 1445 of the Internal Revenue Code;
  - B. Affidavit of Title in customary form;
  - C. Title Company Settlement Statement executed by the parties;
  - D. Applicable Real Estate Transfer Declarations;

- E. An ALTA statement in customary form;
  - F. A Grantor's Certificate reaffirming the representations and warranties made in Paragraph 8 hereof;
  - G. Assignment and Assumption Agreement of HP Community Lease and any other documents necessary pursuant to the terms of the HP Community Lease, including a Non-Disturbance Agreement (if required by lessee's lender), and an Estoppel Certificate from the lessee under the HP Community Lease in a form reasonably acceptable to the Park District, or such other documentation reasonably acceptable to the Park District;
  - H. Assignment to the Park District of District 112's rights to the Escrow described in Paragraph 10(b) of the HP Community Lease; and
  - I. All such further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurances, approvals, consents and any and all such further instruments and documents as are reasonably required by the Title Company to issue the title commitments described in Paragraph 3 hereof.
10. **Conditions to Parties' Obligations to Close.** The Parties shall have no obligation to consummate the transaction provided for by this Agreement unless each and every one of the following conditions shall have been satisfied:
- A. This Agreement shall not have been previously terminated pursuant to any other provision hereof.
  - B. Each Party shall be prepared to deliver to the other all instruments and documents to be delivered at the Closing pursuant to the terms and provisions hereof.
  - C. No eminent domain or condemnation proceeding shall have been initiated which might result in the taking (or deed in lieu of condemnation) of any substantial part of the District 112 Property or the Park District Property. The Parties shall immediately notify the other in writing of the occurrence of any eminent domain proceedings, or the receipt of a written notice stating that such an action is contemplated.
  - D. There shall have been no material change in, damage to, or casualty suffered by the District 112 Property or the Park District Property. In the event of any casualty the provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Agreement.
  - E. Title and Survey shall have been delivered in satisfactory condition in accordance with the terms of Paragraphs 2 and 3 above.
  - F. The continued validity in all respects of the aforesaid representations of Paragraph 8 shall be a condition precedent to the Parties' obligation to close the transaction

contemplated hereby. If any of said covenants shall not be valid and correct at any time during the period from the date hereof through the date of the Closing, then either Party may, at its option, terminate this Agreement and there shall thereafter be no further liability on the part of District 112 or the Park District hereunder, or, District 112 or the Park District may elect to close the transaction without any waiver or limitation of the remedies available to District 112 or the Park District hereunder or under law. All representations made by the Parties under this Agreement shall survive the Closing for a term of one (1) year.

11. **Notices.** Any notices and communications required to be given under this Agreement shall be in writing and, except as otherwise expressly provided, shall be (i) mailed by registered or certified mail, return receipt requested, postage prepaid, (ii) sent by commercial carrier (e.g. Federal Express), or (iii) personally delivered by hand against receipt therefore to the parties at the address set forth below, or such other address as any party may designate to the others by notice hereunder. All such notices shall be deemed to have been received on the date of personal delivery, or the date of receipt of sent by commercial carrier or mailed.

If to District:                   North Shore School District 112  
  1936 Green Bay Road  
  Highland Park, Illinois 60035  
  Attn: Superintendent

with a copy to:               Kerry B. Pipal  
  Hodges, Loizzi, Eisenhammer, Rodick & Kohn LLP  
  500 Park Boulevard, Suite 1000  
  Itasca, Illinois 60143

If to Park District:       Park District of Highland Park  
  636 Ridge Road  
  Highland Park, Illinois 60035  
  Attn: Executive Director

with a copy to:               Adam Simon  
  Ancel Glink, P.C.  
  175 E. Hawthorn Pkwy., Suite 145  
  Vernon Hills, Illinois 60061

12. **Time.** Time is of the essence of this Agreement.

13. **Governing Law and Interpretation.** This Agreement shall be governed by the laws of the State of Illinois. Venue for any dispute arising under this Agreement shall be solely in the Circuit Court of Lake County. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms shall refer to this Agreement, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this Agreement. Words of the masculine, feminine or neuter gender shall mean and include the correlative words of other genders, and the words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms,

associations, partnerships (including limited partnerships), trusts, corporations, joint ventures, and other legal entities, including public bodies, as well as natural persons. The terms “include,” “including” and similar terms shall be construed as if followed by the phrase “without being limited to.”

14. **Business Days.** If the date for Closing, or performance of an obligation falls on a Saturday, Sunday or legal holiday, the date shall be deferred until the first business day following such a date. This Agreement contains the entire agreement between the parties hereto relative to the Mutual Exchange and all prior and contemporaneous understandings and agreements heretofore entered into relating to such sale are merged in this Agreement, which alone fully and completely expresses the agreement of the parties. No amendments, modifications or changes shall be binding upon a party unless set forth in a duly executed document.
15. **Broker.** The Parties hereby represents to other that it has not had any dealings with respect to the District 112 Property and/or the Park District Property and this Agreement with any broker or real estate dealer. The Parties’ agree to indemnify, defend and hold the other harmless against any brokerage claim asserted contrary to the foregoing representation with respect to the subject transaction.
16. **Waiver.** District 112 and the Park District reserve the right to waive any of the conditions precedent to its obligations hereunder. No such waiver, and no modification, amendment, discharge or change of this Agreement, except as otherwise provided herein, shall be valid unless the same is in writing and signed by the party against which the enforcement of such waiver, modification, amendment, discharge or change is sought.
17. **Binding Effect and Survival.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. There are no third-party beneficiaries intended or created by this Agreement.
18. **Captions.** The captions of this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.
19. **Counterparts.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding upon all of the parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterpart; provided, however, that this Agreement shall not be binding upon any party or signatory hereto until each person or entity which is to execute this Agreement has so executed a counterpart thereof.
20. **Survival.** In addition to those covenants, representations and warranties expressly stated herein to survive the Closing, all covenants and representations of all parties hereto, which are not fully performed at or prior to the Closing shall survive the Closing for a term of one (1) year.

21. **Cooperation with Zoning Approvals.** Until the Closing, the Park District agrees to provide reasonable assistance to District 112 in seeking zoning approvals from the City of Highland Park for the Park District Property, including execution of requested documents, provided that such assistance does not result in costs to the Park District.
  
22. **Nature Preserve on Park District Property.** District 112 recognizes that a nature preserve is currently located on a portion of the Park District Property. While District 112 intends to use the Park District Property to improve the existing school building on its adjacent property, District 112 recognizes the value of the nature preserve and, therefore, after Closing, District 112 intends to maintain a portion of the Park District Property as a nature preserve, to the extent consistent with District 112's use of the property for school purposes.

**[Signatures on Following Page]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Intergovernmental Agreement for the Mutual Exchange of Real Estate as of the date(s) written below.

**PARK DISTRICT:**

**DISTRICT 112:**

**PARK DISTRICT OF  
HIGHLAND PARK**

**BOARD OF EDUCATION OF  
NORTH SHORE  
SCHOOL DISTRICT 112,  
LAKE COUNTY, ILLINOIS**

**By:** \_\_\_\_\_  
**Its: President**

**By:** \_\_\_\_\_  
**Its: President**

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**ATTEST:**

**ATTEST:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Its:**

**Its: Secretary**

**Dated:** \_\_\_\_\_, 2022

**Dated:** \_\_\_\_\_, 2022

**EXHIBIT A**

**DESCRIPTION OF DISTRICT 112 PROPERTY**

**Parcel One**

Address: 850 Clavey Road, Highland Park, IL 60035  
Lake County PIN: 16-36-300-017

**Parcel Two**

Approximate Address: 636 Ridge Road, Highland Park, IL 60035  
Lake County PIN: 16-34-200-033

**Parcel Three**

Address: 640 Ridge Road, Highland Park, IL 60035  
Lake County PIN: 16-34-200-030

**EXHIBIT B**

**DESCRIPTION OF PARK DISTRICT PROPERTY**

Legal Description:

LOT ONE HUNDRED TWO (102) IN SOUTH HIGHLAND ADDITION TO HIGHLAND PARK, IN SECTION THIRTY-SIX (36) TOWNSHIP FORTY-THREE (43) NORTH, RANGE TWELVE (12), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

Address: 355 Roger Williams Avenue, Highland Park, IL 60035  
Lake County PIN: 16-36-201-001

To the extent that the Title Commitment for the Park District Property (or other evidence sufficient to the Parties) reveals that the Park District also owns all or a portion of the vacated Kincaid Street adjacent and contiguous to said lot one hundred two (102), then the property to be conveyed shall include such vacated portion of Kincaid Street.

**EXHIBIT C**

**PARK DISTRICT PROPERTY PERMITTED EXCEPTIONS**

None.

**EXHIBIT D**

**DISTRICT 112 PROPERTY PERMITTED EXCEPTIONS**

**Parcel One (as defined in Exhibit A hereto)**

1. Lease agreement between the Board of Education of North Shore School District No. 112, Lake County, Illinois, lessor, and Board of Park Commissioners of the Park District of Highland Park, lessee, dated September 12, 1995.

**Parcel Three (as defined in Exhibit A hereto)**

2. Lease agreement between the Board of Education of North Shore School District No. 112, Lake County, Illinois, lessor, and Highland Park Community Nursery School and Day Care Center, lessee, dated April 16, 2019. A memorandum of that lease was recorded with the Lake County Recorder of Deeds as document number 7565357.

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# Memorandum

**To:** Board of Commissioners

**From:** Mari-Lynn Peters, Director of Finance; Brian Romes, Executive Director

**Date:** December 14, 2021

**Subject:** **Approval of Ordinance #2022-06 – Supplemental Tax Levy for Debt Service for 2022**

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## **Background**

Ordinance #2022-06 is a supplemental tax levy to pay the principal of and interest on certain outstanding limited bonds of the District, namely, the General Obligation Limited Tax Park Bonds, Series 2020 (the “Bonds”).

The Bonds are issued pursuant to and in accordance with Park District Code, as amended (the “Park Code”). In connection with the issuance of park bonds, Section 6-6 of the Park Code provides, in part: “All park districts, at or before the time of issuance of bonds or notes, shall provide for the levy of taxes, in addition to all other taxes, sufficient to pay the principal of and interest upon said bonds or notes as the same becomes due, and shall file a certified copy of the ordinance or ordinances providing for the levy of said taxes with the county clerk of the county in which the district is located.” However, pursuant to the provisions of the Property Tax Extension Limitation Law, as amended (the “Tax Extension Limitation Law”), the District (as a tax-capped district) cannot levy taxes to pay the Bonds (together with all other outstanding limited tax bonds of the District) in excess of the amount of the District’s debt service extension base (the “DSEB”).

Pursuant to the provisions of the Local Government Debt Reform Act, as amended (the “Debt Reform Act”), the Bonds (together with all other outstanding limited tax bonds of the District) are payable from the DSEB, which is an amount equal to that portion of the extension of the District for the 1991 levy year constituting an extension for payment of principal of and interest on bonds issued by the District without referendum (but not including alternate bonds issued under Section 15 of the Debt Reform Act or refunding obligations issued to refund or to continue to refund obligations of the District initially issued pursuant to referendum, if any). Although the obligation of the District to pay the Bonds is a general obligation under the Park Code, and all taxable property in the District is subject to the levy of taxes to pay the Bonds without limitation as to rate, the amount of taxes that may be extended to pay the Bonds is limited by the Tax Extension Limitation Law to the amount of the DSEB.

In 2009, the General Assembly amended the provisions of the Tax Extension Limitation Law to provide for an inflationary increase in the DSEB equal to the lesser of 5% or the percentage increase in the Consumer Price Index (as defined in the Tax Extension Limitation Law) during the 12-month calendar year preceding the levy year. In anticipation of such DSEB growth, the Bonds were sold at such prices that, in certain levy

years, the principal of and interest due on the Bonds (together with all other outstanding limited tax bonds of the District) exceeded the amount of the DSEB at the time of the issuance of the Bonds. If and when the DSEB increases, the District has the authority, in accordance with the provisions of the Park Code, the Debt Reform Act and the Tax Extension Limitation Law discussed above, to adopt a supplemental levy increasing the amount of taxes levied to pay the Bonds up to the amount of the DSEB (net of the amount of taxes levied to pay principal of and interest on other limited bonds of the District) or the amount of the principal of and interest due on the Bonds payable from the taxes levied for such levy year, whichever is less.

Attached to this memorandum is the supplemental levy Ordinance #2022-06. This ordinance provides for a supplemental tax levy for the Bonds for levy years 2022 to 2023, inclusive, capturing the inflationary increase in the DSEB. The supplemental tax levy equals \$24,752.70 for levy year 2022. Upon passage of this ordinance, staff will deliver an executed copy to Lake County so that it may be recorded by the legal deadline of the last Tuesday of the year, which in 2022 falls on December 27.

**Recommendation**

Staff requests approval from the Park Board of Commissioners for Ordinance #2022-06, Supplemental Tax Levy for Debt Service for 2022, representing the District's additional request for property taxes to be received in 2023 for the debt service fund. The amount of the supplemental levy is \$24,752.70 (twenty four thousand, seven hundred fifty two dollars and seventy cents).

**Ordinance No. 2022-06**

AN ORDINANCE authorizing a supplemental property tax levy to pay the principal of and interest on the outstanding General Obligation Limited Tax Park Bonds, Series 2020, of the Park District of Highland Park, Lake County, Illinois.

\* \* \*

WHEREAS, the Park District of Highland Park, Lake County, Illinois (the “*District*”), is a duly organized and existing Park District created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Park District Code of the State of Illinois, and all laws amendatory thereof and supplementary thereto (the “*Act*”); and

WHEREAS, the District has heretofore issued and has outstanding its General Obligation Limited Tax Park Bonds, Series 2020 (the “*Bonds*”); and

WHEREAS, the Bonds were issued as limited bonds pursuant to and in accordance with the provisions of Section 15.01 of the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Debt Reform Act*”); and

WHEREAS, pursuant to an ordinance adopted by the Board of Park Commissioners of the District (the “*Board*”) on the 28th day of January, 2020, as supplemented by a Notification of Sale, dated the 4th day of February, 2020, and a supplemental tax levy ordinance adopted on the 16th day of December, 2021 (the “*Bond Ordinance*”), and in accordance with the provisions of the Act and the Debt Reform Act, the District has heretofore levied taxes upon all of the taxable property within the District to pay the principal of and interest on the Bonds as set forth in Column (B) of the schedule attached hereto as *Exhibit A*; and

WHEREAS, the Bond Ordinance has been filed with the County Clerk of the County of Lake, Illinois (the “*County Clerk*”); and

WHEREAS, pursuant to the Bond Ordinance, the District directed the County Clerk to extend the taxes levied in the Bond Ordinance to pay principal of and interest on the Bonds in accordance with the terms of the Bond Ordinance; and

WHEREAS, although the obligation of the District to pay the Bonds is a general obligation under the Act and all taxable property in the District is subject to the levy of taxes to pay the Bonds without limitation as to rate, the amount of said taxes that will be extended to pay the Bonds is limited by the Property Tax Extension Limitation Law of the State of Illinois, as amended (the "*Tax Extension Limitation Law*"); and

WHEREAS, pursuant to and in accordance with the provisions of the Debt Reform Act, the Bonds are payable from the debt service extension base of the District (the "*Base*"), which is an amount equal to that portion of the extension of the District for the 1991 levy year constituting an extension for payment of principal of and interest on bonds issued by the District without referendum, but not including alternate bonds issued under Section 15 of the Debt Reform Act or refunding obligations issued to refund or to continue to refund obligations of the District initially issued pursuant to referendum, increased each year, commencing with the 2009 levy year, by the lesser of 5% or the percentage increase in the Consumer Price Index (as defined in the Tax Extension Limitation Law) during the 12-month calendar year preceding the levy year; and

WHEREAS, the Base for levy year 2022 is equal to \$1,721,629.66 (the "*2022 Base*"); and

WHEREAS, the principal of and interest due on the Bonds is set forth in Column (A) of *Exhibit A* and in certain levy years exceeds the taxes levied in the Bond Ordinance; and

WHEREAS, in accordance with the Act, the Debt Reform Act and the Tax Extension Limitation Law, the District has the authority to adopt a supplemental levy causing the amount of taxes levied to pay the principal of and interest on the Bonds to be increased up to the amount of the 2022 Base (net of any taxes levied for each such levy years to pay other limited bonds of the

District), or the amount of the principal of and interest due on the Bonds payable from the taxes levied for each such levy year, whichever is less; and

WHEREAS, the Board has heretofore determined and does hereby determine that it is necessary and in the best interests of the District that the District adopt a supplemental tax levy to pay the principal of and interest on the Bonds as further described herein:

NOW, THEREFORE, Be It Ordained by the Board of Park Commissioners of the Park District of Highland Park, Lake County, Illinois, as follows:

*Section 1.* The preambles to this Ordinance are hereby found and determined to be true, correct and complete and are hereby incorporated into this Ordinance by this reference.

*Section 2.* The District does hereby levy for each of the years 2022 to 2023, inclusive, the supplemental amounts set forth in Column (C) of *Exhibit A*, which levy shall be extended against all of the taxable property in the District for the purpose of paying the principal of and interest on the Bonds. The taxes herein levied shall be in addition to and in excess of the taxes levied in the Bond Ordinance. A schedule showing the aggregate of the taxes levied in the Bond Ordinance and the taxes levied in this Ordinance is set forth in Column (D) of *Exhibit A*.

*Section 3.* Forthwith upon the passage of this Ordinance, the Secretary of the Board is hereby directed to file a certified copy of this Ordinance with the County Clerk, and it shall be the duty of the County Clerk annually in and for the years 2022 to 2023, inclusive, ascertain the rate necessary to produce the tax as set forth in Column (D) of *Exhibit A*, and extend the same for collection on the tax books against all of the taxable property within the District in connection with other taxes levied in each of said years for park purposes, in order to raise the respective amounts aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general park purposes of the District, and when collected, the taxes hereby levied shall

be placed to the credit of the special fund heretofore created and designated in the Bond Ordinance as the “Park Bond and Interest Fund of 2020”, which taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds.

*Section 4.* If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

*Section 5.* All ordinances or parts thereof in conflict herewith be and the same are hereby repealed and that this Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted December 14, 2022.

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President, Board of Park Commissioners

Attest:

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Secretary, Board of Park Commissioners

**EXHIBIT A**

**SUPPLEMENTAL AND TOTAL TAXES LEVIED AND TO BE EXTENDED**

<b>YEAR OF LEVY</b>	<b>(A) DEBT SERVICE ON THE BONDS (\$)</b>	<b>(B) CURRENT TAX LEVY ON FILE (\$)</b>	<b>(C) SUPPLEMENTAL TAX LEVY (\$)</b>	<b>(D) TOTAL TAXES TO BE EXTENDED TO PRODUCE (\$)</b>
2022	620,800.00	596,047.30	24,752.70	620,800.00
2023	675,300.00	628,647.30	46,652.70	675,300.00
2024	166,050.00	166,050.00	0.00	166,050.00
2025	166,050.00	166,050.00	0.00	166,050.00
2026	441,050.00	441,050.00	0.00	441,050.00
2027	852,300.00	852,300.00	0.00	852,300.00
2028	852,300.00	852,300.00	0.00	852,300.00
2029	855,250.00	855,250.00	0.00	855,250.00
2030	852,450.00	852,450.00	0.00	852,450.00
2031	854,050.00	854,050.00	0.00	854,050.00
2032	854,900.00	854,900.00	0.00	854,900.00

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF LAKE        )

**CERTIFICATION OF ORDINANCE**

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Park Commissioners of the Park District of Highland Park, Lake County, Illinois (the “Board”), and that as such official I am the keeper of the records and files of the Board.

I further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

AN ORDINANCE authorizing a supplemental property tax levy to pay the principal of and interest on the outstanding General Obligation Limited Tax Park Bonds, Series 2020, of the Park District of Highland Park, Lake County, Illinois.

which said ordinance as adopted at the meeting of the Board on the 14th day of December, 2022, appears in the transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 48-hour period preceding said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Park District, this 14th day of December, 2022.

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Secretary, Board of Park Commissioners

[SEAL]

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF LAKE        )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Lake, Illinois, and as such official I do further certify that on the \_\_\_\_ day of December, 2022, there was filed in my office a duly certified copy of an ordinance entitled:

AN ORDINANCE authorizing a supplemental property tax levy to pay the principal of and interest on the outstanding General Obligation Limited Tax Park Bonds, Series 2020, of the Park District of Highland Park, Lake County, Illinois.

duly adopted by the Board of Park Commissioners of the Park District of Highland Park, Lake County, Illinois, on the 14th day of December, 2022, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this \_\_\_\_ day of December, 2022.

\_\_\_\_\_  
County Clerk

[SEAL]



# Memorandum

**To:** Board of Commissioners

**From:** Mari-Lynn Peters, Director of Finance; Brian Romes, Executive Director

**Date:** December 14, 2022

**Subject:** **Approval of Ordinance #2022-07 - Tax Levy for 2022**

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## **Background**

On November 16, 2022, the Park Board of Commissioners passed the Truth in Taxation Resolution for the 2022 tax levy (2023 collections). By law, the Park District must wait for 20 days to officially pass the 2022 tax levy ordinance to formalize the estimated levy described in the resolution.

Attached to this memorandum is the levy ordinance which exactly reflects the Resolution. Upon passage of the ordinance, staff will deliver an executed copy to Lake County so that it may be recorded by the legal deadline of the last Tuesday of the year, which in 2022 falls on December 27.

The 2022 tax levy ordinance represents the District's request for property taxes and reflects an increase of 6.99% from the 2021 property taxes collected during 2022, based on a tax cap increase of 5% for those funds which are under the property tax cap and .04% per \$100 Equalized Assessed Valuation for the Special Recreation Fund. This levy focuses on capturing new growth within the District. The levy request, exclusive of debt service, totals \$13,173,000 (thirteen million, one hundred seventy-three thousand dollars).

As the Truth in Taxation percentage is greater than 5%, a public hearing notice was published in the local paper announcing a public hearing regarding the tax levy this evening, where members of the public can express their opinions of the levy.

## **Recommendation**

Staff recommends approval from the Park Board of Commissioners of Ordinance #2022-07, Tax Levy Ordinance for 2022, representing the District's request for property taxes to be received in 2023. The amount of the levy is \$13,173,000 (thirteen million, one hundred seventy-three thousand dollars), exclusive of debt service.

**#2022-07**

**AN ORDINANCE FOR THE LEVY OF TAXES  
FOR THE PARK DISTRICT OF HIGHLAND PARK FOR  
2022**

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE PARK DISTRICT  
OF HIGHLAND PARK, COUNTY OF LAKE AND STATE OF ILLINOIS, AS FOLLOWS:**

**SECTION 1:** That the sum of Thirteen Million, One Hundred Seventy-Three Thousand Dollars (\$13,173,000) being the total amount required to be raised by taxation for the year 2022 by the Park District of Highland Park, Illinois for all corporate purposes of said Park District and for purposes of providing for the Corporate Fund, a Recreation Fund, and a Special Needs Recreation Fund be and the same is hereby levied upon all taxable property within said Park District of Highland Park subject to taxation for said year in the amounts and for the uses and purposes itemized below:

- I. The amount to be raised by Tax Levy for Corporate Purposes: (Authority Sec. 5-1 Park District Code)

Salaries	\$3,167,241
Contractual Services	1,121,990
Utilities	150,616
Materials and Supplies	258,325
Insurance	1,179,571
Maintenance and Landscaping	112,016
Pension	<u>260,241</u>

**Total Levy for Corporate Fund \$6,250,000**

- II. The amount to be raised by Tax Levy for Recreation Purposes:

- A) Recreation Fund: (Authority Sec. 5-2a Park District Code)

Salaries and Wages	\$3,367,617
Contractual Services	708,274
Utilities	511,764
Materials and Supplies	210,267
Maintenance and Landscape	232,371
Insurance	602,408
Pension	<u>300,299</u>

**Total Levy for Recreation Fund \$5,933,000**

III. The amount to be raised by Tax Levy for Handicapped Recreation Purposes:  
(Authority Sec. 5-8 Park District Code)

District's share of expenses  
providing recreational programs  
for individuals with special needs  
under a joint agreement with the  
members of the North Suburban  
Special Recreation Association \$ 434,273  
Capital Outlay 555,727

**Total Levy for Handicapped  
Recreation Fund \$ 990,000**

**TOTAL AMOUNT LEVIED \$ 13,173,000**

**SUMMARY**

Total Tax Levy for General Corporate Purposes: \$ 6,250,000

Total Tax Levy for Recreation Purposes: \$ 5,933,000

Total Tax Levy for Handicapped Recreation Purposes: \$ 990,000

**Total Amount Levied \$ 13,173,000**

**SECTION 2.** That the total amount of Thirteen Million, One Hundred Seventy-Three Thousand Dollars (\$13,173,000) itemized as aforesaid, be, and the same is hereby levied on all property subject to taxation within the Park District of Highland Park according to the value of said property as the same is assessed and equalized for State and County purposes for the year 2022.

**SECTION 3.** That there is hereby certified to the County Clerk of Lake County, Illinois, the several sums aforesaid constituting Thirteen Million, One Hundred Seventy-Three Thousand Dollars (\$13,173,000) which said total amount the said Park District of Highland Park requires to be raised by taxation for the year 2022 of said Park District, and the Secretary of said District is hereby ordered and directed to file with the County Clerk of said County on or before the time required by law, a certified copy of this Ordinance, along with the certificate of the Park District's presiding officer pertaining to compliance with the Truth in Taxation Law.

**SECTION 4.** Pursuant to Section 4-4 of the Park District Code, 70 ILCS 1205/4-4, neither the Park District's Budget and Appropriation Ordinance for the fiscal year beginning on January 1, 2023 and ending on December 31, 2023, nor any other Budget and Appropriation Ordinance is intended to or required to be in support of or in relation to the Levy made by this Ordinance.

**SECTION 5.** This Ordinance shall take effect and be in full force and effect immediately on and after its passage and approval.

**ADOPTED** this 14th day of December 2022, pursuant to a roll call vote as follows:

AYES: Commissioner Bernstein, Commissioner Ruttenberg, Commissioner Kaplan, Vice President Freeman, President Grossberg

NAYS: None

ABSENT AND NOT VOTING: None

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Terry Grossberg, President  
Board of Park Commissioners  
Park District of Highland Park

**ATTEST:**

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Brian Romes, Secretary  
Board of Park Commissioners  
Park District of Highland Park

STATE OF ILLINOIS)  
  ) SS  
COUNTY OF LAKE )

**CERTIFICATION**

I, Brian Romes, the duly qualified and acting Secretary of the Park District of Highland Park and the keeper of the Official records thereof,

DO HEREBY CERTIFY, that the attached Ordinance is a true, correct and compared copy of an Ordinance entitled “An Ordinance for the Levy of Taxes for the Park District of Highland Park for the Year 2022,” which was duly passed by the Board of Park Commissioners of the Park District of Highland Park at a regularly convened meeting held on the 14th<sup>th</sup> day of December, A.D., 2022.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 14th day of December, A.D., 2022.

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Brian Romes, Secretary  
Board of Park Commissioners  
Park District of Highland Park

## CERTIFICATE OF PRESIDING OFFICER

I, TERRY GROSSBERG, hereby certify that I am the duly elected President of the Board of Park Commissioners of the Park District of Highland Park, Highland Park, Lake County, Illinois, and that as such President, I am the current presiding officer of the corporate authority of said Park District.

I further certify that the attached copy of an ordinance levying and assessing taxes of the Park District of Highland Park for the year 2022 was adopted pursuant to, and in all respects in compliance with, the provisions of Sections 18-60 through 18-85 of The Truth in Taxation Law ("LAW").

The notice and hearing requirements of Sections 18-70 through 18-85 of the Law are applicable.

IN WITNESS WHEREOF, I have signed my name in my official capacity as the President and current presiding officer of the Board of Park Commissioners of the Park District of Highland Park of Highland Park, Illinois this 14th day of December 2022.

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Terry Grossberg, President  
Board of Park Commissioners  
Park District of Highland Park



# Memorandum

To: Park Board of Commissioners

From: Mari-Lynn Peters, Director of Finance; Brian Romes, Executive Director

Date: December 14, 2022

Subject: **2023 Proposed Budget and the Budget and Appropriation Ordinance**

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## **Summary**

Staff is pleased to present the proposed 2023 Park District of Highland Park Budget for consideration by the Board of Park Commissioners. This budget represents the calendar year January 1, 2023, through December 31, 2023. The Finance Committee reviewed the proposed budget in detail at the Finance Committee meetings held on November 30, 2022, and December 6, 2022.

Per park district code “The governing body of each park district shall, within or before, the first quarter of each fiscal year, adopt a combined annual budget an appropriation ordinance.” The purpose of today’s presentation is to gain consensus from board members to move forward and lay the budget down for a period of thirty days so that the public may review it.

After that period has expired, there will be a hearing for the public on January 25. Later that evening, the Budget will be presented to the Board for approval of the Budget, and the Budget and Appropriations Ordinance. Upon approval, the budget will be certified by the county.



# Memorandum

**To:** Park Board of Commissioners  
**From:** Brian Romes, Executive Director  
**Date:** December 14, 2022  
**Subject:** **Board Committee Updates**

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## **Summary**

Executive Director Romes will provide a summary of the items discussed at the December Committee Meetings.

# EXECUTIVE DIRECTOR'S MONTHLY REPORT

## DECEMBER 14, 2022

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### UPCOMING MEETINGS

- Tuesday, January 10, 2023 / 8:00 a.m. / Finance Committee Meeting
- Wednesday, January 11, 2023 / 6:00 p.m. / Workshop Meeting
- Tuesday, January 24, 2023 / 8:00 a.m. / Finance Committee Meeting
- Wednesday, January 25, 2023 / 6:00 p.m. / Regular Board Meeting

### UPCOMING EVENTS

- **Polar Parade, Friday, December 16, from 4:00 – 7:30 p.m.**  
Listen for the jingle bells and keep your eyes peeled for some very special guests straight from the North Pole. Santa, Mrs. Claus, and Elf will be riding in their one-horse-open-sleigh throughout Highland Park. To have your home included on Santa's route and receive a special gift, you must register (1 gift per household). Families will receive a time frame that the sleigh will pass by their homes. (\$45/household).
- **Winter Solstice, Saturday, December 17, from 6:30 – 8:00 p.m. at HNC**  
Create a lantern to use on our guided night hike through the forest and end with a warm campfire celebration. All participants, including children and adults, must register for the program. Bring warm clothes and be prepared to be outside. (\$12R/NR).
- **Junior Tennis Winter Mini Camp, Tue-Fri, Dec. 27 - 30, from 9:00 – 12:00 p.m. at DCRC**  
Ages 5-14yrs are encouraged to get out of the house and hit the courts this winter break! \$45 per day.
- **Winter Break Mini Camp, Tue – Fri, Dec. 27 – 30, from 9:00 – 3:00 p.m. at WRC**  
Campers participate in some of their favorite camp activities like gymnastics, ice skating, swimming, open gym, camp games, arts & crafts, and weather permitting – outside snow play! Participants must bring their own lunch each day. (\$310R/\$325NR).
- **Creative Dramatics Camp, Mon-Fri, Dec. 26-30, from 9:00 - 12:00 p.m. at WRC**  
This camp will introduce your child to the magical world of theatre with the perfect blend of acting, singing, dancing and fun! An instructor will build upon the unique personalities each child brings, while also providing campers with pertinent tools that will help them advance to the next level. At the end of the week, campers will be able to share their progress through an energetic showcase! Campers will also be able to flex their technical skills by constructing props, costume and set pieces! 225R/\$280NR)
- **Intro to Theatre Camp, Mon-Fri, Dec. 26-30, from 9:00 - 12:00 p.m. at WRC**  
This camp will allow aspiring young actors to gain confidence and ace their next audition. Campers will also learn acting and directing techniques from industry professionals. Hone in on special skills and end the week with a new theatrical resume, audition package and professional headshot! Campers will have a mini showcase at the end of the week for friends and family. (\$150R/\$188NR)
- **Improv for Teens Camp, Mon-Fri, Dec. 26-30, from 1:00 - 3:00 p.m. at WRC**  
This camp will allow aspiring young comedians to think quick on their feet and dive deep into what it takes to be an improvisational actor! Through movement exercises, fun and energetic games, and exploring action and reaction, campers will build confidence and enhance their social skills. Looking for a fun way to laugh and connect with your peers? (\$150R/\$188NR)

## DEER CREEK RACQUET CLUB – NOVEMBER 2022

	2021 ACTUAL	2022 BUDGET	2022 ACTUAL
<b>Daily Court Rentals (Hours)</b>			
Tennis	307.5	237.50	361.75
Racquetball	10.5	19.75	51.5
<b>Private Lessons (Hours)</b>	348	290.25	251.25
<b>Drop-Ins</b>	0	164	182
<b>Memberships</b>	269	552	806

### News & Events

- Pre- Offerings in 2020; November 20 - 30 only allowed for one-on-one privates and singles play. This explains the increased activity in both.
- Court time has significantly increased due to the cold weather.
- Membership has significantly increased due to priority registration, increased PCT and limited court time driving the numbers up.
- Drop Ins continue to be popular with Cardio Tennis and Senior Drop In.

## CENTENNIAL ICE ARENA – NOVEMBER 2022

	2021 ACTUAL	2022 BUDGET	2022 ACTUAL
<b>Daily Drop-in Fees</b>			
Public Skate	822		0
Freestyle and Adult	463		0
Open Hockey	24		0
Open Gymnastics	<i>Not available at this time</i>		11
Skate Rental	636		0
<b>Punches Passes Sold</b>			
Public and Adult Skate	1		0
Freestyle	0		0
Skate Rental	0		0
<b>Facility Rentals Total Hours</b>	<b>173.29</b>	<b>193.62</b>	<b>0</b>

### News & Events

- Ice was taken out at the end of May for regular ice maintenance when an issue was discovered and therefore, we did not have any ice throughout November. Ice will be out until 2023.
- Gymnastics programs are at Lincoln School. Fall 2 runs October 24 - December 22. Fall 2 session has 351 gymnasts enrolled.
- Turkey Tumble had a total of 32 participants enjoy an hour and half of tumbling, crafts and snacks on the Wednesday before Thanksgiving. This program was offered for 3 different age groups: 3.5-5 years, Kindergarten, and 1<sup>st</sup> - 6<sup>th</sup> grade.

## RECREATION CENTER OF HIGHLAND PARK – NOVEMBER 2022

	2021 ACTUAL	2022 BUDGET	2022 ACTUAL
Group Exercise Classes Conducted	150	216	172
Group Exercise Participation/Visits	1,114	1,836	1,967
Fitness Floor Visits	5,024	N/A	8,083
Track Visits	N/A	N/A	1,044
Personal Training Participation	538	540	577
Personal Training Sales (Units)	306	356	333
<b>Personal Training Revenue</b>	<b>\$19,980.08</b>	<b>\$24,500.00</b>	<b>\$20,618.55</b>
Private Swim Lesson Participation	68	110	102
Private Swim Lesson Sales (Units)	41	45	44
<b>Private Swim Lesson Revenue</b>	<b>\$3,372.50</b>	<b>\$3,236.98</b>	<b>\$7,432.50</b>

MEMBERS	2021 ACTUAL	2022 BUDGET	2022 ACTUAL
Core	N/A	1,352	1,017
Core Plus	N/A	343	219
Group Exercise only	N/A	444	156
Promotional	64	N/A	0
Month to Month	(Non-Annual)	N/A	4
30 Day	(Non-Annual)	10	12
Annual 2021	677	N/A	N/A
Non-Annual 2021	161	N/A	N/A
<b>Total Members</b>	<b>838</b>	<b>2,149</b>	<b>1,414</b>

### Fitness and Membership

- Membership continues to grow in the month of November. Our membership net goal for November was 1400 and we finished the month with 1410 total annual members.
- Group Ex welcomes Lauri Stern and Steve Franks to the team. Both Steve and Lauri are veteran yogi's on the North Shore and have large following. Class participation has already increased in the month of November with the addition of Steve and Lauri.
- Personal Training revenue and participation growth are result of our new memberships and an amazing fitness desk team selling PT Promos with new memberships. In November we had 17 PT Promos sold at the time of new membership.

### Aquatics

- A new prime instructor was hired bringing with her the students she was teaching during the summer at home pools. Additionally, Supervisor Gonzalez has been teaching private lessons at the prime rate and Supervisor Mephram at the regular rate bringing in additional revenue while keeping expenses down due to not needing to pay an instructor.

# HELLER NATURE CENTER & ROSEWOOD INTERPRETIVE – NOVEMBER 2022

## Community Programs

	2021 ACTUAL	2022 BUDGET	2022 ACTUAL
<b>Heller Nature Center</b>			
Participants / Programs	515/18		140/11
<b>Rosewood Interpretive Center</b>			
Participants / Programs	0/0		61/4

### News & Events

- School’s Day out programs were popular this November.
- Not included in the numbers, is Heller Staff hosted the Dia de Los Muertos event at the West Ridge Center, where 250 participants attended.

## SUNSET VALLEY GOLF CLUB – NOVEMBER 2022

	2021 ACTUAL	2022 BUDGET	2022 ACTUAL
<b>Golf Shop Sales</b>			
Golf Balls	94	170	466
Accessories	63	50	128
<b>Total Sales</b>	<b>157</b>	<b>220</b>	<b>594</b>
<b>Golf Rentals</b>			
Carts	425	152	885
<b>Golf Greens Fees</b>			
Resident	415		409
Nonresident	548		1,213
Outing/Tournaments	0		0
Other	0		0
<b>Total Green Fees</b>	<b>963</b>	<b>254</b>	<b>1622</b>
<b>Misc. Sales</b>			
Sapphire Club	0	0	0
Permanent Tee Time	0	0	0
<b>Total Misc. Sales</b>	<b>0</b>	<b>0</b>	<b>0</b>

### News and Events

- 36,232 rounds through November 30, 2022.
- Course expected to close for the season on December 3, 2022.

## HIGHLAND PARK LEARNING CENTER – NOVEMBER 2022

### Driving Range Monthly Sales Report (buckets sold)

	2021 ACTUAL	2022 BUDGET	2022 ACTUAL
January	333	543	428
February	494	750	567
March	521	848	585
April	1,514	1,390	677
May	2,591	3,269	1,675
June	2,942	3,632	2,202
July	3,109	3,793	2,413
August	2,635	3,462	2,268
September	1,728	2,083	1,537
October	732	693	711
November	78	167	193
December	315	292	
<b>Totals</b>	<b>16,992</b>	<b>20,922</b>	<b>13,256</b>

### Mini Golf Monthly Sales Report (rounds sold)

	2021 ACTUAL	2021 BUDGET	2022 ACTUAL
March	-	-	-
April	680	786	255
May	1,152	1,357	998
June	1,663	1,914	1,764
July	2,054	2,143	2,090
August	1,958	2,286	2,115
September	1,316	1,514	1,035
October	346	714	725
November	0		131
<b>Totals</b>	<b>9,169</b>	<b>10,714</b>	<b>9,113</b>

#### News & Event

- We kept the outdoor facility open until November 13 due to the weather being decent for November. The indoor facility opened November 28.

## DISTRICT WIDE RENTALS – NOVEMBER 2022

	2021 ACTUAL	2022 BUDGET	2022 ACTUAL
<b>Heller Nature Center</b>			
Rentals	0	5	26
Party Package	0	0	0
<b>Rosewood Interpretive Center</b>			
Rentals	0	18	23.0
Party Package	0	0	0
<b>Recreation Center of Highland Park</b>			
Rentals	0	139	32.25 (minus Athletics)
Party Packages	0	0	2
Athletic Dept. Usage			90.0
<b>West Ridge Center</b>			
Rentals	0	10	38
Party Packages	0	0	0
<b>Centennial Ice Arena</b>			
Party Packages	-	-	-
<b>Hidden Creek Aqua Park</b>			
Party Packages	-	-	-
<b>Park Avenue Yacht Club</b>			
Rentals	-	-	-
<b>Total Rentals</b>	<b>0</b>	<b>172</b>	<b>119.25</b>
<b>Total Party Packages</b>	<b>0</b>	<b>0</b>	<b>2</b>

*Rentals listed as number of rental hours; Party Packages listed as number of packages*

## GRANT-IN-AID – NOVEMBER 2022

	2021 ACTUAL	2022 BUDGET	2022 ACTUAL
<b>Total YTD Subsidy</b>	<b>\$51,273.13</b>	<b>\$100,000.00</b>	<b>\$69,235.42</b>
<b>Households</b>			
100% Subsidy YTD	40		49
50% Subsidy YTD	4		5
<b>Total YTD</b>	<b>44</b>		<b>54</b>

# Marketing Board Report (Nov 5 – Dec 1)

## SOCIAL MEDIA



**5,875**  
FOLLOWERS



**2,202**  
FOLLOWERS

## EMAIL



**31,522**  
TOTAL AUDIENCE

## PDHP.ORG



**28,603**  
VISITORS

**36,779**  
VISITS

**63,656**  
PAGEVIEWS

## DIGITAL GUIDE



**2,007**  
VIEWS



**113**  
VIEWS

## APP



**1,091**  
INSTALLATIONS

### Updates

- Traffic to our website is up by 104% in visitors, 89% in visits to the site, and 81% in pageviews when compared to the same timeframe in 2021.
- Content on Facebook reached over 38,000 accounts and on Instagram reached over 7,000 accounts.
- The Camp digital guide is now viewable to the community and registration will begin for residents on December 7.

# Graphics

**FITNESS your way**  
Annual Membership Options  
STARTING AT \$39/MONTH

**LOOK & FEEL YOUR BEST THIS HOLIDAY SEASON**

Start Your Fitness Journey to a Stronger You Today!

RECREATION CENTER of Highland Park  
1207 Park Ave W  
Highland Park, IL 60035

**INDOOR PICKLEBALL AND OPEN GYM**  
Rec Center • 1207 Park Ave W

**NEW AFTERNOON & EVENING HOURS!**

M • 11AM-2PM | 8-9PM  
T • 1-3PM  
W • 11AM-2PM | 8-9PM  
Th • 1-3PM  
F • 11AM-2PM  
Reservations are not needed.

Open Pickleball is included in Core and Core+ Memberships of the Rec Center  
Non-member Cost: \$7 Resident | \$9 Non-resident

**save the DATE CAMP**  
FIND YOUR ADVENTURE

REGISTRATION BEGINS DEC 7

Use Water • Adaptive Child Care • Beginner Training • Yoga Mats • Wooded Trails • Basketball Courts • Pickleball Courts • 1,000-Square-Foot Fitness Center • 200+ Classes • 200+ Instructors

Sign up for your membership today at [pdhp.org](http://pdhp.org) for more information call 847-438-2200

And Much More!

Recreation Center of Highland Park  
1207 Park Ave W, 60035

**WINTER BREAK MINI CAMPS**

Don't Let the Fun Stop During Break!

**2023 SUMMER CAMP**  
FIND YOUR ADVENTURE

Browse Summer Camps  
BEGINNING FRI, DEC 2

Registration Begins at 7am  
RESIDENT: WED, DEC 7  
NON-RESIDENT: WED, DEC 14

Enjoy a two-week complimentary trial!  
Experience everything the fitness club at the Recreation Center of Highland Park has to offer.

**30-Day Student & Teacher Winter Membership**

Look & Feel Your Best This Winter!

As-access membership includes:  
• Fitness Park Access • Open Gym  
• 200+ Classes • All Group Classes  
• 200+ Instructors • 200+ Activities

Purchase in-person or at [pdhp.org](http://pdhp.org)

\$50 Resident  
\$60 Non-resident

RECREATION CENTER of Highland Park



**NOW HIRING!**  
gymnastics instructors

\$14-25/hour

**Feel the Winter Air!**

WINTER REGISTRATION going on now!

PARK DISTRICT of HIGHLAND PARK

**WINTER 2022**  
REGISTRATION STARTS TODAY!

Page ?	Pageviews ? ↓
	<p><b>63,656</b>                      % of Total: 100.00%                      (63,656)</p>
1. /	<b>8,920</b> (14.01%)
2. /deer-creek-racquet-club/	<b>3,122</b> (4.90%)
3. /recreation-center-of-highland-park/	<b>2,482</b> (3.90%)
4. /winter-2022/	<b>2,007</b> (3.15%)
5. /recreation-center-of-highland-park/group-exercise-2/	<b>1,582</b> (2.49%)
6. /recreation-center-of-highland-park/open-gym-2/	<b>1,052</b> (1.65%)
7. /recreation-center-of-highland-park/membership-passes/	<b>1,051</b> (1.65%)
8. /deer-creek-racquet-club/pickleball-programs/	<b>873</b> (1.37%)
9. /centennial-ice-arena/gymnastics-programs/	<b>865</b> (1.36%)
10. /deer-creek-racquet-club/junior-tennis-programs/	<b>794</b> (1.25%)
11. /events	<b>752</b> (1.18%)
12. /centennial-ice-arena/	<b>693</b> (1.09%)
13. /deer-creek-racquet-club/adult-tennis-programs/	<b>596</b> (0.94%)
14. /heller-nature-center/	<b>581</b> (0.91%)
15. /recreation-center-of-highland-park/lap-open-swim/	<b>525</b> (0.82%)
16. /highland-park-golf-learning-center/	<b>520</b> (0.82%)
17. /recreation-center-of-highland-park/learn-to-swim-programs/	<b>477</b> (0.75%)
18. /camp/	<b>444</b> (0.70%)
19. /rentals	<b>413</b> (0.65%)
20. /centennial-ice-arena/figure-skating-hockey-programs/	<b>403</b> (0.63%)
21. /highland-park-golf-learning-center	<b>400</b> (0.63%)
22. /get-involved/jobs/	<b>385</b> (0.60%)
23. /west-ridge-center/dance-programs/	<b>377</b> (0.59%)
24. /west-ridge-center/art-programs/	<b>373</b> (0.59%)
25. /contact/	<b>367</b> (0.58%)
26. /west-ridge-center/music-programs/	<b>365</b> (0.57%)
27. /bids-rfps/	<b>360</b> (0.57%)
28. /centennial-ice-arena	<b>356</b> (0.56%)
29. /winter-2022	<b>345</b> (0.54%)
30. /west-ridge-center/	<b>333</b> (0.52%)
31. /rosewood-beach/interpretive-center-rentals/	<b>329</b> (0.52%)
32. /our-story/staff-directory/	<b>309</b> (0.49%)
33. /basketball-programs/	<b>292</b> (0.46%)
34. /recreation-center-of-highland-park/facility-amenities/	<b>283</b> (0.44%)
35. /parkschool/	<b>271</b> (0.43%)
36. /dog-parks/	<b>270</b> (0.42%)
37. /west-ridge-center/after-school-programs/	<b>262</b> (0.41%)
38. /recreation-center-of-highland-park/indoor-pickleball/	<b>239</b> (0.38%)
39. /heller-nature-center/nature-programs/	<b>231</b> (0.36%)
40. /event/grinchmas/	<b>224</b> (0.35%)
41. /west-ridge-center/theatre-programs/	<b>215</b> (0.34%)
42. /rosewood-beach/	<b>213</b> (0.33%)
43. /projects	<b>210</b> (0.33%)
44. /west-ridge-center/martial-arts-programs/	<b>210</b> (0.33%)
45. /flag-football-programs/	<b>206</b> (0.32%)