



**MORTON GROVE  
PARK DISTRICT**

## Memorandum

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**To:** Board of Park Commissioners  
**From:** Jeffrey Wait, Executive Director  
**Date:** May 19, 2021  
**Subject:** M-NASR Lease

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**Issue:**

Approval of a property lease with Maine-Niles Association of Special Recreation (M-NASR).

**Discussion:**

Twenty years ago, the District developed a solution for M-NASR's lack of office space. The Morton Grove Park District agreed to pay for an expansion of the Prairie View Community Center in which M-NASR would occupy for office space. In return, M-NASR would reimburse the District over a 10-year period the cost of construction. After the 10-year pay-back period, M-NASR would rent the space from the District.

This June, the current lease agreement will expire. Staff and Corporate Council have been working together to draft a new lease agreement. Corporate Council has negotiated terms of the lease with M-NASR's legal team. A draft is attached for review.

**Board Action:**

For the Board of Park Commissioners to approve a 20-year lease with Maine-Niles Association of Special Recreation.

**LEASE BETWEEN THE MORTON GROVE PARK DISTRICT  
AND THE MAINE - NILES ASSOCIATION OF SPECIAL RECREATION**

This lease ("Lease") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date") between Morton Grove Park District, an Illinois unit of local government organized and operating under the Illinois Park District Code (referred to as "Landlord") and Maine-Niles Association of Special Recreation, an Illinois Not-for-Profit Corporation organized pursuant to the Illinois Park District Code and the Illinois Municipal Code, (referred to as "Tenant"). Landlord and Tenant are sometimes referred to herein as a "Party" and collectively as the "Parties".

**RECITALS**

- A. Landlord owns the Prairie View Community Center at 6834 Dempster Street, Morton Grove, Illinois ("Property") and Landlord is a member of the Maine-Niles Association of Special Recreation which provides joint recreational programs for persons with disabilities and whose members are all units of local government as authorized by 70 ILCS 1205/8-10a, 70 ILCS 1205/8-10b and 70 ILCS 1205/8-18, which is supported by the levy of taxes as authorized by 70 ILCS 1205/5-8 and 65 ILCS 5/11-95-14.
- B. Tenant has leased a portion of the Property from Landlord and the Parties now wish to revise and update the terms and conditions under which Tenant may occupy a portion of the Property for its purposes as defined herein.
- C. The Parties wish to enter this Lease, under which Tenant will continue to lease a portion of the Community Center for office use, including Tenant's administrative activities and certain programs and activities offered by Tenant.

**WHEREFORE**, the Parties do hereby covenant and agree as follows:

**ARTICLE 1  
LEASE GRANTED, RENT**

1.01 Landlord hereby leases to Tenant and Tenant hereby rents from Landlord that portion of the Prairie View Community Center ("Building") depicted in Exhibit A (the "Demised Premises") consisting of 7,100 rentable square feet, including storage space located on the first floor of the Building behind the fitness center for a term of Twenty (20) years (the "Term"), commencing on the "Commencement Date" and ending on the "Expiration Date" (as said terms are defined in Article 2 hereof), unless the Term shall sooner cease and terminate as herein provided.

1.02. Commencing on the Term Commencement Date and continuing during the entire Term of this Lease, Tenant shall pay to Landlord a fixed annual rent for the Demised Premises, without demand, deduction, set-off or counterclaim, in equal annual installments of United States Dollars (the "Fixed Annual Rent") in equal monthly installments in advance, on or before the first (1st) day of each month, as follows:

In Year One, the Annual Rent shall be equal to \$73,060, and each year thereafter the rent shall increase by the amount of the percentage increase in the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending on last day of the last month of the previous year. The increased

Annual Rent shall be paid in equal monthly installments, commencing on the first day of first month of the new Lease Year, as defined below. in the event that the CPI-U for the twelve (12) month period ending on the last day of the last month of the previous year is negative, the Annual Rent shall not decrease but shall remain at the same amount as the previous year. Upon execution of this Lease all prior leases between the Parties shall terminate and the Parties shall be released from any other and further terms and conditions contained in such prior leases.

1.03 If Tenant shall fail to pay when due any monthly installment of Fixed Annual Rent for a period of fifteen (15) days after such monthly installment or payment shall have become due, Tenant shall pay a late fee in the amount of two hundred dollars (\$200.00) of the delinquent monthly installment or installments each month until paid, plus interest thereon as defined in Article 29.11 to Landlord from the date when such installment or payment shall have become due to the date of the payment thereof; any Interest owed by Tenant to Landlord hereunder shall be deemed additional rent ("Additional Rent"). Tenant shall pay any and all Additional Rent on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) month after the occurrence giving rise to Tenant's duty to pay Additional Rent. The provisions of this Section 1.03 are in addition to all other remedies available to Landlord for nonpayment of any monthly installment of Fixed Annual Rent or Additional Rent.

## **ARTICLE 2**

### **TERM**

2.01. The term of this Lease shall be for a period of twenty (20) Lease Years commencing on July 1, 2021 (the "Term Commencement Date"), and expiring midnight on the last day of the month in which the twentieth (20<sup>th</sup>) anniversary of the Term Commencement Date occurs, unless sooner terminated in accordance with the provisions hereof (the "Expiration Date"). The term "Lease Year" as used in this Lease shall be defined to mean each successive twelve (12) month period commencing on the Term Commencement Date; provided, however, if the Term commences on a day other than the first day of the month, then the first Lease Year shall be extended for such a fractional month and shall commence on the first (1<sup>st</sup>) day of the immediately succeeding month. All subsequent Lease Years shall continue for twelve (12) calendar months thereafter, except that the last Lease Year shall terminate on the date this Lease expires or is earlier terminated. The "Expiration Date" of the Term shall be June 30, 2041. The period from July 1, 2021 to June 30, 2041 shall be referred to as the "Term". Notwithstanding any term or condition to the contrary contained herein, Landlord may terminate this Lease upon a determination of Landlord's Board of Commissioners that termination hereof is in Landlord's best interests, upon one-year prior written notice to Tenant. One year prior to the expiration of this Lease, the Parties agree to begin to discuss renewal of same upon mutually agreed terms.

2.02. Title to the Demised Premises and all other improvements which are now or shall hereafter be made, erected, constructed, installed or placed, on, above, or below the Demised Premises shall be deemed vested in Landlord during the Term and thereafter. Tenant agrees to execute and deliver to Landlord such deeds, assignments or other instruments of conveyance as Landlord may reasonably deem necessary to confirm Landlord's sole ownership of and fee simple title to the same.

2.03. Tenant acknowledges that the Demised Premises are fit for occupancy.

## **ARTICLE 3**

### **NO REAL ESTATE TAXES**

3.01. As Landlord is a park district organized and operating pursuant to the provisions of the Illinois Park District Code and is exempt from the payment of real estate taxes, Tenant shall have no duty to pay any sum of money, in the form of rent or otherwise, to cover real estate taxes or any equivalent sum imposed in lieu thereof.

Tenant shall not engage in any use or activity which would cause loss of the tax-exempt status for the Demised Premises. Notwithstanding the previous paragraph, in the unanticipated event that the Demised Premises or any interest therein is determined to be subject to real property taxes during the Term of this Lease for any reason, Tenant shall be solely responsible to pay such taxes and shall have the right, at its sole expense to contest the propriety of the assessment or amount.

#### **ARTICLE 4** **UTILITIES**

4.01. Tenant shall be responsible for the payment of all utilities servicing the Demised Premises. In the event that any utility service serving the Demised Premises are not separately metered, Tenant shall pay, as its share of utility expense, an amount equal to the proportion Tenant's square footage to the total square footage of the entire building. By way of example only, if the square footage of the Demised Premises is 6,000 square feet, and the square footage of the Prairie View Center is 100,000 square feet, Tenant's proportionate share of un-metered utility expense would be equal to 6% of the total bill for said service. Landlord shall bill Tenant for its share of the utilities monthly and said amount shall be paid by Tenant on the first day of the month following receipt of the utility bill from Landlord.

4.02. If separate meters are maintained for gas, electric or water, Tenant covenants and agrees to pay the amounts due directly to the utility company supplying service to the Demised Premises. Failure to pay utilities when due shall constitute a material breach of this Lease.

#### **ARTICLE 5** **USE/ PARKING**

5.01. The Demised Premises shall be used solely as and for offices, administration, programming offered by Tenant, storage and for no other purpose. Tenant and its participants and invitees shall have access to and use of the common areas including the sidewalks, parking lots and similar area for ingress and egress only.

5.02. Tenant shall not use or permit the use of the Demised Premises or any part thereof in any way which would violate any of the covenants, agreements, terms, provisions and conditions of this Lease or for any unlawful purposes or in any unlawful manner, and Tenant shall not permit the Demised Premises or any part thereof to be used in any manner or anything to be done, brought into or kept therein, which, in Landlord's judgment shall, or may tend to, impair or interfere with (i) the character, reputation or appearance of the Building as a high quality office building and community center, (ii) any of the Building services or the proper and economic heating, cleaning, air conditioning or other servicing of the Building or the Demised Premises, (iii) the use of any of the other areas of the Building by, or occasion discomfort, inconvenience or annoyance to, any of the other tenants or occupants of the Building, or (iv) any covenants, conditions, restrictions applicable to the Property. Tenant shall not install any electrical or other equipment of any kind which, in the judgment of Landlord, might cause any such impairment,

interference, discomfort, inconvenience or annoyance or which might overload the risers or feeders servicing the Demised Premises or other portions of the Building.

5.03. Tenant, Tenant's officers, directors, employees and patrons shall have use of all parking facilities provided by Landlord for its patrons. Landlord shall be under no duty to provide designated parking spots for the exclusive use of Tenant or its patrons. Tenant is permitted to park a maximum of thirteen (13) buses owned or leased by Tenant in the parking lot where indicated on Exhibit B. In the event that Tenant requires additional parking spaces for bus parking, it shall notify the Landlord, and additional parking spaces shall be provided for buses upon mutual agreement of the Parties. On occasion upon notice from Landlord, Tenant agrees to relocate buses to a different area of the parking lot where indicated by Landlord.

## **ARTICLE 6**

### **ALTERATIONS AND INSTALLATIONS**

6.01. Tenant shall make no alterations, installations, additions or improvements in or to the Building or the Demised Premises without Landlord's prior written consent and then only by contractors or mechanics first recommended to and approved by Landlord. All such work, alterations, installations, additions and improvements shall be done at Tenant's sole expense and at such times and in such manner as Landlord may from time to time designate.

6.02. Any future work in the Demised Premises by Tenant shall be done solely in accordance with plans and specifications first approved in writing by Landlord. Tenant shall reimburse Landlord promptly upon demand for any costs or expenses incurred by Landlord in connection with Landlord's review of such Tenant's plans and specifications. Landlord will not unreasonably withhold or delay its consent to requests for nonstructural alterations, additions and improvements (provided they will not interfere with Landlord's work or the operation of the Building or affect the outside of the Building or adversely affect its structure, electrical, HVAC, plumbing or mechanical systems).

Any such approved alterations and improvements shall be performed in accordance with the foregoing and the following provisions of this Article 6.

1. All work shall be done in a good, professional and workmanlike manner.
2. (a) Any contractor employed by Tenant to perform any work permitted by this Lease, and all of its subcontractors shall agree to employ only such labor as will not result in jurisdictional disputes or strikes or cause disharmony with other workers employed at the Building. Tenant will inform Landlord in writing of the names of any contractor or subcontractors Tenant proposes to use in the Demised Premises at least seven (7) days prior to the beginning of work by such contractor or subcontractors. (b) Tenant covenants and agrees to pay to the contractor, as the work progresses, the entire cost of supplying the materials and performing the work shown on Tenant's approved plans and specifications. (c) Tenant shall comply with any and all other terms reasonably imposed by Landlord as a condition of its approval for such work (d) Tenant shall indemnify Landlord from and against any claims arising from any of its construction activity.
3. All such alterations shall be performed in compliance with all Legal Requirements (as defined in Article 17 hereof) including, without limitation, Prevailing Wage Act, any

regulations imposed by the Village of Morton Grove and the Public Construction Bond Act. If the Public Construction Bond Act applies, Landlord shall be a co-obligee on all performance and labor and material payment bonds.

4. Tenant shall keep the Building and the Demised Premises free and clear of all liens for any work or material claimed to have been furnished to Tenant or to the Demised Premises on Tenant's behalf, and all work to be performed by Tenant shall be done in a manner which will not unreasonably interfere with or disturb other tenants or occupants of the Building.
5. During the progress of the work to be done by Tenant, the work shall be subject to inspection by representatives of Landlord who shall be permitted access and the opportunity to inspect, at all reasonable times, but this provision shall not in any way whatsoever create any obligation on Landlord to conduct such an inspection or to provide any notice or take any action whatsoever based on such inspection.
6. Prior to commencement of any work, Tenant shall furnish to Landlord certificates evidencing the existence of comprehensive general liability insurance from each contractor, subcontractor and supplier naming Landlord and Tenant as additional insureds, with coverage of at least \$2,000,000.00 per occurrence unless such lesser amount is accepted by Landlord. Such insurance shall be placed with solvent and responsible insurance companies satisfactory to Landlord and licensed to do business in the State of Illinois, and the policies thereof shall provide that they may not be canceled without fifteen (15) days prior written notice to Landlord.
7. Movement of all workers and materials shall only be done at the direction and at the times, and in the manner designated by Tenant as approved by Landlord.
8. No improvements estimated to cost more than \$25,000.00 shall be undertaken (i) except under the supervision of a licensed architect or licensed professional engineer reasonably satisfactory to Landlord, (ii) except after at least thirty (30) days' prior written notice to Landlord.

6.03. Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and that no mechanic's or other liens for any such labor or materials shall attach to or affect the funds of the Landlord or the reversion of an estate or interest of Landlord in and to the Demised Premises. Any mechanic's lien filed against the Demised Premises, the Building, or any funds of the Landlord for work claimed to have been done for, or materials claimed to have been furnished to, Tenant shall be discharged by Tenant at its expense within ninety (90) days after such filing, by payment, filing of the bond required by law, or otherwise. This period may be extended by Tenant for an additional ninety (90) days upon written notice to Landlord. Failure to comply with the provisions of this Section 6.03 shall constitute a material default by Tenant under this Lease entitling Landlord to exercise any or all of the remedies provided in this Lease in the event of Tenant's default.

6.04. All alterations, installations, additions and improvements made and installed by Landlord shall be the property of Landlord and shall remain upon and be surrendered with the Demised Premises as a part thereof at the end of the Term.

6.05. All alterations, installations, additions and improvements made and installed by Tenant, or at Tenant's expense, upon or in the Demised Premises which are affixed to the Premises or are of a permanent nature shall become and be the property of Landlord, and shall remain upon and be surrendered with the Demised Premises as a part thereof at the end of the Term.

6.06. Where furnished by or at the expense of Tenant, all furniture, furnishings and trade fixtures, including without limitation, business machines and equipment, screens, partitions, free standing lighting fixtures and equipment, and any other movable property shall remain the property of Tenant, and Tenant may at its option remove all or any part thereof at any time prior to the expiration of the Term. In case Tenant shall decide not to remove any part of such property, Tenant shall notify Landlord in writing not less than two months prior to the expiration of the Term, specifying the items of property which it has decided not to remove. If, within thirty (30) days after the service of such notice, Landlord shall request Tenant to remove any of the property, Tenant shall at its expense remove the same.

6.07. If any alterations, installations, additions, improvements or other property which Tenant shall have the right to remove or be requested by Landlord to remove as provided in Sections 6.05 and 6.06 hereof (herein in this Section 6.07 called the "property") are not removed on or prior to the expiration of the Term, Landlord shall have the right to remove the property and to dispose of the same without accountability to Tenant and at the sole cost and expense of Tenant. In case of any damage to the Demised Premises or the Building resulting from the removal of the property, Tenant shall repair such damage or be in default thereof, shall reimburse Landlord for Landlord's cost in repairing such damage. This obligation shall survive any termination of this Lease.

**ARTICLE 7**  
**REPAIRS**

7.01. Tenant shall, at its sole cost and expense make such repairs to the Demised Premises and the fixtures and appurtenances therein as are necessitated by any act, omission or occupancy of Tenant or any invitee, person or organization operating under Tenant's direction, custody or control, or by the use of the Demised Premises in a manner contrary to the purpose for which same are leased to Tenant, as and when needed to preserve them in good working order and condition. Except as otherwise provided in Section 9.05 hereof, all damage or injury to the Demised Premises and to its fixtures, appurtenances and equipment caused by Tenant moving property in or out of the Building or by installation or removal of furniture, fixtures or other property, shall be repaired, restored or replaced promptly by Tenant at its sole cost and expense, any of which repair, restoration and replacement shall be in quality and class equal to the original work or installations. If Tenant fails to make any such repair, restoration or replacement, same may be made by Landlord at the expense of Tenant and such expense shall be collectible as Additional Rent and shall be paid by Tenant within thirty (30) days after rendition of the bill therefor.

The exterior walls of the Building, the portions of any windowsills outside the windows and the windows are not part of the Demised Premises and Landlord reserves all rights to such parts of the Building.

**ARTICLE 8**  
**REQUIREMENTS OF LAW**

8.01. Tenant shall comply with all Legal Requirements which shall impose any violation, order or duty upon Landlord or Tenant with respect to the Demised Premises, or the use or occupation thereof.

8.02 Landlord, without expense or liability to it, shall cooperate with Tenant and execute any documents required for such purpose, provided that Landlord shall be reasonably satisfied that the facts set forth in any such documents of pleadings are accurate.

**ARTICLE 9**  
**INSURANCE, LOSS, REIMBURSEMENT, LIABILITY**

9.01. Tenant shall not do or permit to be done any act or thing upon the Demised Premises, which will invalidate or be in conflict with Illinois standard fire insurance policies covering the Building, and fixtures and property therein, or which would increase the rate of fire insurance applicable to the Building to an amount higher than it otherwise would be.

9.02. If as a result of any act or omission by Tenant or violation of this Lease, the rate of fire insurance applicable to the Building shall be increased to an amount higher than it otherwise would be, Tenant shall reimburse Landlord for all increases of Landlord's fire insurance premiums so caused; such reimbursement to be Additional Rent payable within thirty (30) days after demand therefor by Landlord.

9.03. Landlord or its agents shall not be liable for any damage which Tenant may sustain, if at any time any window of the Demised Premises is broken, or temporarily or permanently closed, darkened or bricked upon for any reason whatsoever, except Landlord's arbitrary acts if the result is permanent, and Tenant shall not be entitled to any compensation therefor or abatement of rent or to any release from any of Tenant's obligations under this Lease, nor shall the same constitute an eviction or constructive eviction.

9.04. Tenant shall reimburse Landlord for all expenses, damages or fines incurred or suffered by Landlord, by reason of any breach, violation or non-performance by Tenant, or its agents, servants or employees, of any representation, covenant, warranty, term or provision of this Lease, or by reason of damage to persons or property caused by moving property of or for Tenant in or out of the Building, or by the installation or removal of furniture or other property of or for Tenant, or by reason of or arising out of the carelessness, negligence or improper conduct of Tenant, or its agents, servants or employees, in the occupancy of the Demised Premises. Subject to compliance with the provisions of Section 8.02 herein where applicable, Tenant shall have the right, at Tenant's sole cost and expense, to participate in the defense of any action or proceeding brought against Landlord, and in negotiations for settlement thereof if, pursuant to this Section 9.05, Tenant would be obligated to reimburse Landlord for expenses, damages or fines incurred or suffered by Landlord.

9.05. Tenant shall give Landlord notice in case of fire or accidents in the Demised Premises promptly after Tenant is aware of such event.

9.06. Intentionally omitted.

9.07. Intentionally omitted.

9.08. Each party shall maintain comprehensive general liability insurance or coverage pursuant to the following:

- a. Commercial General and Umbrella Liability Insurance



In the event that either party is self-insured, a member of an intergovernmental pool or provides for its risk financing by a means other than commercial insurance, that party shall keep in force at all times during the term of this Lease, General Liability coverage including fire legal liability specifically including bodily injury, personal injury and property damage limits of not less than \$3,000,000 per occurrence, provided on an occurrence basis.

In the event that either Party purchases insurance from an insurance company, each Party shall keep in force at all times during the term of this Lease Commercial General Liability Insurance including fire legal liability, bodily injury, personal injury and property damage with limits of not less than \$3,000,000 per occurrence, written on an occurrence basis and at all times naming the other Party to this agreement, its public officials, employees, volunteers and agents as additional insured.

b. Workers' Compensation Insurance

Tenant shall maintain workers' compensation insurance as required by statute and employer's liability insurance.

c. General Insurance Provisions

1. Evidence of Insurance: Upon execution of the Agreement, Tenant shall furnish Landlord 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. Insurance may be acquired and maintained by an intergovernmental risk pool; provided that in such instance, a certificate or other written confirmation from said intergovernmental risk pool shall be provided. All policies shall provide for 30 days' written notice to Landlord prior to the cancellation or material change of any insurance referred to therein. Written notice to Landlord shall be by certified mail, return receipt requested. Failure of Landlord to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Landlord to identify a deficiency from evidence that is provided shall not be construed as a waiver of Tenant's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of the Agreement at the Landlord's option. Tenant shall provide certified copies of all insurance policies required above within 10 days of the Landlord's written request for said copies.
2. Acceptability of Insurers: For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Landlord has the right to reject insurance written by an insurer it deems unacceptable. Said insurance companies must be qualified to do business in Illinois.

3. Cross-Liability Coverage: If Tenant's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
4. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to the Landlord.

**ARTICLE 10**  
**DAMAGE BY FIRE OR OTHER CAUSE**

10.01. If the Building or the Demised Premises shall be partially or totally damaged or destroyed by fire or other cause (and if this Lease shall not have been terminated as in this Article 10 hereinafter provided), Landlord may in its sole discretion, repair the damage and restore and rebuild the Building and/or the Demised Premises, at its expense with reasonable dispatch after notice to it of the damage or destruction.

10.02. If the Building or the Demised Premises shall be damaged or destroyed by fire or other cause, the rents payable hereunder shall be abated to the extent that the Demised Premises shall have been rendered untenable for the period from the date of such damage or destruction to the date the damage shall be repaired or restored; provided, however, that should Tenant reoccupy a portion of the Demised Premises during the period the restoration work is taking place and prior to the date that the whole of the Demised Premises are made tenable, Fixed Annual Rent and Additional Rents allocable to such portion shall be payable by Tenant from the date of such re-occupancy.

10.03. If the Building or the Demised Premises shall be damaged or destroyed by fire or other cause, and Tenant is unable to occupy the Demised Premises, and Landlord determines in its sole discretion not to repair the damage and restore and rebuild the Building and/or the Demised Premises thereafter, Tenant may terminate this Lease upon thirty (30) days advance written notice to Landlord.

10.04. No damages, compensation or claim shall be payable by Landlord to Tenant or any third party for inconvenience, loss of business, annoyance or other injury arising from any partial or total damage or destruction by fire or other cause, or any repair or restoration of any portion of the Demised Premises or of the Building pursuant to this Article 10.

10.05. Landlord will not carry separate insurance of any kind on Tenant's property (including, without limitation, any property of Tenant which shall become the property of Landlord as provided in Article 6 hereof), and, except as provided by law, Landlord shall not be obligated to repair any damage thereto or replace or clean the same, or repair, replace or clean any other decorations, installations, equipment or fixtures installed by or for Tenant at Tenant's expense. Tenant shall maintain such fire and casualty insurance as it deems advisable.

10.06. The provisions of this Article 10 shall be considered an express agreement governing any cause of action alleging damage or destruction of the Demised Premises by fire or other casualty and shall be effective between the Parties unless modified by express written agreement signed by Landlord and Tenant.

**ARTICLE 11**  
**ASSIGNMENT, MORTGAGING, SUBLETTING, ETC.**

11.01. Unless otherwise expressly agreed to in advance by the Parties in writing, signed by both Landlord and Tenant, neither this Lease, nor any provision thereof, nor any right conferred herein or duty imposed hereby, may be assigned or delegated by either Party.

11.02. Tenant may not enter into any agreement with any third party which would create a mortgage lien on the Demised Premises.

11.03. Tenant may not enter into any sublease or transfer agreement with any third party.

**ARTICLE 12**  
**CONDEMNATION**

12.01. As Landlord is an Illinois park district organized and operating pursuant to the provisions of the Illinois Park District Code, the parties do not anticipate condemnation proceedings and intentionally do not make provision therefore.

**ARTICLE 13**  
**ACCESS TO DEMISED PREMISES; CHANGES**

13.01. Tenant shall permit Landlord to erect, use and maintain pipes, ducts and conduits in and through the Demised Premises, provided the same are installed adjacent to or concealed behind walls and ceilings of the Demised Premises. Landlord shall to the extent practicable install such pipes, ducts and conduits by such methods and at such locations as will not materially interfere with or impair Tenant's layout or use of the Demised Premises. Landlord or its agents or designees shall have the right, but only upon notice to Tenant or any authorized employee of Tenant at the Demised Premises, to enter the Demised Premises (a) for the making of such repairs or alterations as Landlord may deem necessary for the Building or which Landlord shall be required to or shall have the right to make by law or by the provisions of this Lease or any other lease in the Building and (b) for the purpose of inspection of them or exhibiting them to existing or prospective lessees of all or part of the Land, Building or Property or to prospective assignees, agents or designees of any such parties. Landlord shall be allowed to take all material into and upon the Demised Premises that may be required for the repairs or alterations above mentioned without the same constituting an actual or constructive eviction of Tenant in whole or in part, and the rent reserved hereunder shall not abate while said repairs or alterations are being made by reason of loss or interruption of the business of Tenant because of the prosecution of any such work. Landlord shall exercise reasonable diligence so as to minimize the disturbance to Tenant, but nothing contained herein shall be deemed to require Landlord to perform the same on an overtime or premium pay basis.

13.02. Landlord may, during the six (6) months prior to expiration of the Term, exhibit the Demised Premises to prospective tenants.

13.03. If Tenant shall not be personally present to open and permit an entry into the Demised Premises at any time when for any reason an entry therein shall be necessary, Landlord or Landlord's agents may forcibly enter the same without rendering Landlord or such agents liable therefor (if during such entry Landlord or Landlord's agents shall accord reasonable care to Tenant's property) and without in any manner affecting the obligations and covenants of this Lease.

**ARTICLE 14**  
**DEFAULT, REMEDIES**

14.01. If any one or more of the following events occur, said event or events shall hereby be classified as a "Tenant Default":

1. If Tenant fails to pay Fixed Annual Rent, any monthly installment payment thereof, Additional Rent or any other charges required to be paid by Tenant when same shall become due and payable, and such failure continues for fifteen (15) days;
2. If Tenant shall fail to perform or observe any terms and conditions of this Lease, and such failure shall continue for thirty (30) days after written notice from Landlord;
3. If Tenant fails to take possession of the Demised Premises at the Term Commencement Date or fails or refuses to conduct its regular business for a continuous period of thirty (30) days or more at any time during the Term, except if the Demised Premises are uninhabitable or if the failure to conduct business is due to the action of Landlord.
4. If Tenant, or any guarantor of Tenant's obligations hereunder, shall make an assignment for the benefit of creditors or file a petition, in any state court, in bankruptcy, reorganization, composition, or make an application in any such proceedings for the appointment of a trustee or receiver for all or any portion of its property;
5. If any petition shall be filed under state law against Tenant or any guarantor of Tenant's obligations hereunder in any bankruptcy, reorganization or insolvency proceedings, and said proceedings shall not be dismissed or vacated within thirty (30) days after such petition is filed;
6. If a receiver or trustee shall be appointed under state law for Tenant or any guarantor of Tenant's obligations hereunder, for all or any portion of the property of either of them, and such receivership or trusteeship shall not be set aside within thirty (30) days after such appointment;
7. If Tenant shall abandon the Demised Premises;
8. If any execution, levy, attachment or other legal process of law shall occur upon Tenant's goods, fixtures, or interest in the Demised Premises; or,
9. If Tenant shall be given three (3) notices of Default in any 12-month period under Section 14.01 (1), (2) or (3), notwithstanding any subsequent cure of the Default identified in such notices.

14.02 Should a Default occur Landlord may pursue any or all of the following:

1. Landlord may terminate this Lease by giving thirty (30) days written notice of such termination to Tenant; provided that if Tenant cures the Default within said thirty (30)-

day period, or if the Default cannot be reasonably cured in said thirty day period, and Tenant commences to cure said Default within said thirty day period and completes the cure within ninety (90) days after Tenant's receipt of Landlord's Notice ("Cure Period") Landlord shall not have the right to terminate. Tenant shall have not more than fourteen (14) days after receipt of Landlord's notice of Default to cure a failure to make a payment of Rent or Additional Rent. In the event of Termination under this subparagraph, this Lease shall automatically cease and terminate, and Tenant shall be immediately obligated to quit the Demised Premises. Any other notice to quit or notice of Landlord's intention to reenter the Demised Premises is hereby expressly waived. If Landlord elects to terminate this Lease, everything contained in this Lease on the part of Landlord to be done and performed shall cease without prejudice, subject, however, to the right of Landlord to recover from Tenant all rent and any other sums accrued up to the time of termination or recovery of possession by Landlord, whichever is later, plus all other losses or damages to such default.

2. If any of the events set forth in Section 14.01 (1), (4), (5), (6) or (7) occurs, Landlord may terminate Tenant's right to possession without terminating this Lease. Upon any termination of Tenant's right to possession under this subparagraph (regardless of whether the Lease shall be terminated), Tenant shall surrender possession and vacate the Demised Premises immediately and remove Tenant's property as provided herein and deliver possession of the Demised Premises to Landlord. Tenant hereby grants to Landlord full and free license to enter into the Demised Premises in such event with or without process of law, and to return Landlord to full possession of the Demised Premises as of Landlord's former estate, and to expel or remove Tenant and, at Tenant's expense, any and all property therefrom, using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction, forcible entry or detainer, or conversion of property, and without relinquishing Landlord's rights to rent or any other rights given to Landlord hereunder, or by law.
3. If the Landlord elects to terminate Tenant's right to possession only without terminating the Lease, Landlord may, at Landlord's option, enter into Demised Premises, remove Tenant's signs and other evidence of tenancy, and take and hold possession thereof without such entry and possession terminating this Lease or releasing the Tenant, in whole or in part, from Tenant's obligations to pay the rent reserved herein and Tenant's other obligations hereunder as follows: (i) if Landlord elects to terminate Tenant's right to possession without terminating the Lease under this subparagraph occurs. within the first five (5) years of the Term, Tenant shall pay Landlord the sum of two years of annual rent as and for liquidated damages and not as a penalty and unpaid rent or additional rent that was due and owing at the time of the Notice of Default; if Termination under this subparagraph occurs after the first five (5) years of the Term, Tenant shall pay Landlord the sum of one year of annual rent as and for liquidated damages and not as a penalty and unpaid rent or additional rent that was due and owing at the time of the Notice of Default; whereupon this Lease shall terminate. The Parties acknowledge and agree that the sums payable under this subparagraph shall constitute liquidated damages and not penalties and are in addition to all other rights of the Landlord including pursuit of all remedies for breach of contract. The Parties further acknowledge that the amount of loss or damages likely to be incurred by Landlord is incapable of precise estimate or difficult to estimate, and the amount specified herein bears a reasonable relationship to

and is not plainly or grossly disproportionate to, the probable loss likely to be incurred as a result of Tenant's breach.

4. Landlord may proceed to recover possession of the Demised Premises under and by virtue of the provisions of the laws of the state of Illinois, or by such other proceedings, including reentry and possession, as may be applicable.
5. Should this Lease or Tenant's right of possession be terminated before the expiration of the Term of this Lease by reason of Default, or if Tenant shall abandon or vacate the Demised Premises before the expiration or termination of the Term of this Lease without having paid the full rental for the remainder of such Term, then at the time of such termination or abandonment Tenant shall be liable for all damages sustained by Landlord, including, without limitation, all rent through the remainder of the Term of this Lease, including Fixed Annual Rent, and Additional Rent, and reasonable attorneys' fees. Furthermore, Landlord shall have the option to relet the Demised Premises for such rent and upon such terms as are commercially reasonable under the circumstances, and Tenant shall be liable for all damages sustained by Landlord in reletting or attempting to relet the Demised Premises, including, without limitation, brokerage fees and expenses of placing the Demised Premises in first class rentable condition. Landlord, in putting the Demised Premises in good order or preparing the same for re-rental may, at Landlord's option, make such alterations, repairs or replacements in the Demised Premises as Landlord, in its sole judgment, considers advisable and necessary for the purpose of reletting the Demised Premises, and the making of such alterations, repairs or replacements shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord shall in no event be liable in any way whatsoever for failure to relet the Demised Premises, or in the event that the Demised Premises are relet, for failure to collect the rent under such reletting, and in no event shall Tenant be entitled to receive the excess, if any, of such net rent collected over the sums payable by Tenant to Landlord hereunder. Landlord shall have a duty to mitigate its damages and shall use all reasonable efforts to re-let the Demised Premises.
6. If Tenant shall be in Default (other than payment of Rent), Landlord shall have the option, upon ten (10) days written notice to Tenant, to cure said Default for the account of and at the expense of Tenant. No such notice shall be required for any of Landlord's activities to cure said Default, other than a Notice of Default as described above.
7. Any damage or loss of rent sustained by Landlord may be recovered by Landlord, at Landlord's option, at the time of the reletting, or in separate actions, from time to time, as said damage shall have been made more easily ascertainable by successive reletting, or at Landlord's option in a single proceeding deferred until the expiration of the Term of this Lease (in which event Tenant hereby agrees that the cause of action shall not be deemed to have accrued until the date of expiration of said Term) or in a single proceeding prior to either the time of reletting or the expiration of the Term of this Lease.
8. Any and all property of Tenant which may be removed from the Demised Premises by Landlord pursuant to the authority of this Lease or by law may be handled, removed or stored in a commercial warehouse or otherwise by Landlord, at the risk, cost and expense

of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property, for so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not removed from the Demised Premises when required or any of Tenant's property removed from the Demised Premises by Landlord and stored which is not retaken from storage by Tenant within thirty (30) days shall be conclusively deemed to have been forever abandoned by Tenant, and Landlord may dispose of the same in such manner as Landlord shall choose, but such disposal shall not relieve Tenant of the obligation to reimburse Landlord for the cost of removal, storage and disposition of such property.

9. Nothing contained herein shall prevent the enforcement of any claim Landlord may have against Tenant for anticipatory breach by Tenant of any of the covenants or provisions hereof. Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if reentry, summary proceedings and other remedies were not provided for herein. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity.

Section 14.03 The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy now or hereafter provided by law or equity and all such rights and remedies shall be cumulative. No action or inaction by Landlord shall constitute a waiver of a Default and no waiver of Default shall be effective unless it is in writing, signed by Landlord.

Section 14.04 Landlord shall in no event be charged with a default hereunder unless Landlord shall fail to perform or observe any material term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of ten (10) days after written notice thereof from Tenant; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is of such nature that the same cannot reasonably be performed within such ten (10) day period, such default shall be deemed to have been cured if Landlord commences such performance within said ten (10) day period and thereafter diligently undertakes to complete the same.

## **ARTICLE 15** **QUIET ENJOYMENT**

15.01. Landlord covenants and agrees that subject to the terms and provisions of this Lease, if, and so long as, Tenant keeps and performs each and every covenant, agreement, term, provision and condition herein contained on the part or on behalf of Tenant to be kept or performed, then Tenant's rights under this Lease shall not be terminated or ended before the expiration of the term of this Lease, subject however to the obligations, terms or conditions of this Lease.

## **ARTICLE 16** **SERVICES AND EQUIPMENT**

16.01. So long as Tenant is not in default under any of the covenants of this Lease, Landlord shall:

1. Provide one elevator at all times, except when removed from service for repairs or routine maintenance.

2. Maintain and keep in good order and repair the air conditioning, heating and ventilating systems installed by Landlord. The heating and ventilation systems will function when seasonably required on business days from 7:00 a.m. to 10:00 p.m. The heating and air-conditioning system (as it relates to the Demised Premises) shall have separate controls in the Demised Premises and may be operated by Tenant as required. Tenant shall cause and keep entirely unobstructed all the vents, intakes, outlets and grilles, at all times and shall comply with and observe all regulations and requirements prescribed by Landlord for the proper functioning of the heating, ventilating and air-conditioning systems. Nothing contained herein shall be deemed to require Landlord to furnish at Landlord's expense the electric energy as is required to operate the air-conditioning system serving the Demised Premises. Subject to the provisions of Article 4 hereof the electric energy shall be furnished to Tenant at Tenant's cost and expense. In the event that Tenant shall require heating and ventilation at the times as same are not furnished by Landlord, Tenant shall give Landlord reasonable advance notice of the requirement and, if same is furnished by Landlord, Tenant agrees to pay the Landlord's charges therefor as Additional Rent.
3. Provide the cleaning and janitorial services on business days excluding set-up and take down of Tenant's program equipment.
4. Furnish water for lavatory and drinking and office cleaning purposes. If Tenant requires, uses or consumes water for any other purposes, Tenant agrees that Landlord may install a meter or meters or other means to measure Tenant's water consumption, and Tenant further agrees to reimburse Landlord for the cost of the meter or meters and the installation thereof, and to pay for the maintenance of the meter equipment and/or to pay Landlord's cost of other means of measuring water consumption by Tenant. Tenant shall reimburse Landlord for the cost of all water consumed, as measured by the meter or meters or as otherwise measured, including sewer rents.

16.02. Landlord reserves the right without any liability whatsoever, or abatement of Fixed Annual Rent, or Additional Rent, to stop the heating, air-conditioning, elevator, plumbing, electric and other systems when necessary by reason of accident or emergency or for repairs, alterations, replacements or improvements, provided that except in case of emergency, Landlord will notify Tenant in advance, if possible, of any stoppage and, if ascertainable, its estimated duration, and will proceed diligently with the work necessary to resume service as promptly as possible and in a manner so as to minimize interference with the Tenant's use and enjoyment of the Demised Premises, but Landlord shall not be obligated to employ overtime or premium labor therefor. In the event any such repairs alterations, replacements, or improvements render the Demised Premises unusable for Tenant's purposes for 15 days then Fixed Annual Rent and Additional Rent shall abate for each day the Demised Premises are unusable.

16.03. Tenant shall reimburse Landlord for the cost to Landlord of removal from the Demised Premises and the Building of so much of any refuse and rubbish of Tenant as shall exceed that ordinarily accumulated daily in the routine of general business office occupancy.

16.04. Subject to the terms hereof, Tenant may employ, at Tenant's sole cost and expense, for all waxing, polishing, lamp replacement, cleaning and all other general custodial and cleaning services and maintenance work in the Demised Premises ("Custodial Work"), either: (i) the office maintenance



contractor that Landlord may from time to time designate, or (ii) such other office maintenance contractor acceptable to Landlord, provided that the quality thereof and the charges therefor are reasonably comparable to that of other contractors. . Alternatively, Landlord, at its discretion, may perform or cause to be performed the Custodial Work in the Demised Premises, and Tenant shall pay to Landlord an annual sum equal to 13% of Landlord's total costs and expenses for same.

16.05. Landlord will not be required to furnish any other services, except as otherwise provided in this Lease.

**ARTICLE 17**  
**DEFINITIONS**

17.01. The term "Business Days" as used in this Lease shall include Saturdays, Sundays and all days observed as legal holidays.

17.02. "Legal Requirements" shall mean laws, statutes, regulations, rules and ordinances including building codes and zoning regulations and ordinances and the orders, rules, regulations, directives and requirements of all federal, state, county, city and township departments, bureaus, boards, agencies, offices, commissions and other subdivisions thereof, or of any official thereof, or of any other governmental, public or quasi-public authority, whether now or hereafter in force, which may be applicable to the Land or Building or the Demised Premises or any part thereof, or the sidewalks, curbs or areas adjacent thereto and all requirements, obligations and conditions of all instruments of record on the date of this Lease.

**ARTICLE 18**  
**INVALIDITY OF ANY PROVISION**

18.01. If any term, covenant, condition or provision of this Lease or the application thereof to any circumstance or to any person, firm or corporation shall be invalid, or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Lease shall not be affected thereby and each remaining term, covenant, condition and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**ARTICLE 19**  
**BROKERAGE**

19.01. The Parties warrant that neither of them had any dealings or negotiations with any brokerage or agent and that no commission is due any Party for any matter arising out of the negotiation or execution of this Lease. Each Party hereby indemnifies, defends, saves and holds harmless the other Party from and against any and all claims, losses, costs, injuries, damages arising from any claim by a broker by or through the indemnifying Party.

**ARTICLE 20**  
**LEGAL PROCEEDINGS WAIVER OF JURY TRIAL**

20.01. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other on any matters whatsoever arising out of or in any way in connection with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Demised Premises, and/or other claims, and any emergency statutory or any other statutory remedy.

**ARTICLE 21**  
**SURRENDER OF PREMISES**

21.01. Upon the expiration or other termination of the Term for any reason, Tenant shall quit and surrender to Landlord the Demised Premises, broom clean, in good order and condition, ordinary wear and tear and damage by fire, the elements or other casualty excepted, and Tenant shall remove all of its property as herein provided. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Term.

21.02. If Tenant shall, without the written consent of Landlord, hold over after the expiration of the initial or renewal Term, the tenancy shall be deemed a month-to-month tenancy, which tenancy may be terminated as provided herein or by applicable law. During the tenancy, Tenant agrees to (a) pay to Landlord, each month, a sum equal to the monthly rental payable on the first day of the last month immediately prior to the expiration of the term hereunder plus 5% and (b) be bound by all of the terms, covenants and conditions specified in this Lease.

**ARTICLE 22**  
**Intentionally Omitted**

**ARTICLE 23**  
**NOTICES**

23.01. Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, or by fax or email transmission with the sending Party retaining confirmation of receipt, to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

If to Landlord:

Executive Director  
Morton Grove Park District  
6834 Dempster Street  
Morton Grove, Illinois 60053  
Email: [jwait@mortongrovecparks.com](mailto:jwait@mortongrovecparks.com)  
F:

If to Tenant:

Executive Director  
Maine-Niles Association of Special Recreation  
6820 W. Dempster Street  
Morton Grove Illinois 60053  
Email:  
F:

Notices sent by certified mail shall be deemed delivered the second business day following deposit in the mail, notices hand delivered shall be deemed given on the date of delivery, and notices sent by fax or email transmission shall be deemed given on the date of transmission if between 9:00 AM and 5:00 PM on a business day, or, if later, the next business day.

**ARTICLE 24**  
**NO WAIVER**

24.01. No agreement to accept a surrender of this Lease shall be valid unless in writing signed by Board President of the Landlord. The failure of either Party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Lease , shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of that breach. No provision of this Lease shall be deemed to have been waived by either Party unless the waiver is in writing and signed by the Party against whom enforcement of the waiver is sought to be charged. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on the account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of rent be deemed an accord and satisfaction, and Landlord may accept the check or payment without prejudice to landlord's right to recover the balance of the rent or pursue any other remedy in this Lease provided.

24.02. This Lease contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part unless the executory agreement is in writing and signed by the Party against whom enforcement of the change, modification, discharge or abandonment is sought.

**ARTICLE 25**  
**REPRESENTATIONS BY LANDLORD**

25.01. Landlord or Landlord's agents have made no representations or promises with respect to the Building or Demised Premises except as herein expressly set forth.

**ARTICLE 26**  
**INDEMNIFICATION**

26.01. Except if attributable to the negligence of Landlord or Landlord's Indemnitees (as defined herein), to the fullest extent permitted by law, Tenant hereby indemnifies and holds harmless Landlord, its officers, commissioners, agents, employees, volunteers, successors and assigns (collectively, "Landlord's Indemnitees"), and shall defend Landlord's Indemnities, from and against all liabilities, claims, demands, causes of action, costs and expenses including, without limitation, reasonable attorneys' fees and paralegals' fees and costs and court costs arising out of or related to any injury to or death of any person or loss of or damage to property arising out of a) the use of the Demised Premises, or any portion of the Building or property including the Parking Lot, by Tenant, its officers, employees, agents, and invitees; b) any omission, or any other activity or act conducted on the Demised Premises, Building, or property including the Parking Lot by Tenant, its officers, employees, agents, and invitees; or c) Tenant's breach of any term or condition of the this Agreement.

26.02. Except if attributable to the negligence of Tenant or Tenant's Indemnitees (as defined herein), to the fullest extent permitted by law, Landlord hereby indemnifies and holds harmless Tenant, its officers, commissioners, agents, employees, volunteers, successors and assigns (collectively, "Tenant's Indemnitees"), and shall defend Tenant's Indemnities, from and against all liabilities, claims, demands, causes of action, costs and expenses including, without limitation, reasonable attorneys' fees and paralegals' fees and costs and court costs arising out of or related to any injury to or death of any person or loss of or damage to property arising out of a) the use of the Demised Premises, or any portion of the Building or property including the Parking Lot, by Landlord, its officers, employees, agents, and invitees; b) any omission, or any other activity or act conducted on the Demised Premises, Building, or property including the Parking Lot by Landlord, its officers, employees, agents, and invitees; or c) Landlord's breach of any term or condition of the this Agreement.

**ARTICLE 27**  
**TENANT'S WAIVER AND RELEASE**

27.01 All personal property belonging to Tenant or any of Tenant's officers, employees, agents, and invitees, shall be there at the risk of Tenant or of such other person only, and Landlord shall not be liable for any damage thereto or for the theft or misappropriation thereof, except if caused by the negligence of Landlord or anyone acting by through or under Landlord.

**ARTICLE 28**  
**AMENDMENT AND MODIFICATION**

28.01. This Lease, nor any provision thereof, may not be amended or otherwise modified unless said amendment or modification is in writing, approved by the Parties' respective governing boards, and signed by both Landlord and Tenant.

**ARTICLE 29**  
**MISCELLANEOUS**

29.01. This Agreement, including the Exhibits hereto, represents the entire agreement of the Parties with respect to the subject matter herein contained, and supersedes all prior or contemporaneous agreements, oral or written, with respect to said subject matter.

29.02. Intentionally omitted.

29.02. Each Party hereby warrants and represents to the other that all appropriate action of its governing board has been taken to authorize entry into and the execution of this Agreement by it, by the persons signing below, and each Party shall provide proof thereof on request of the other Party.

29.03. 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 and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

29.04. The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in Cook County Circuit Court.

- 29.05. Invalidation by judgment or court order of any one or more of the covenants or restrictions contained herein shall in no way affect any other provisions which shall remain in full force and effect.
- 29.06. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.
- 29.07. This Lease shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Lease to be drafted.
- 29.08. Except as otherwise expressly provided in this Lease, each covenant, agreement, obligation or other provision of this Lease on Tenant's part to be performed shall be deemed and construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease.
- 29.9. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.
- 29.10. Time shall be of the essence.
- 29.11. Except as otherwise provided herein whenever payment of interest is required by the terms hereof it shall be at the Illinois statutory interest rate applicable to judgments against a unit of local government at the time the interest is due.
- 29.12.
- 29.13. In the event that Tenant is in arrears in payment of Fixed Annual Rent or Additional Rent hereunder, Tenant waives Tenant's right, if any, to designate the items against which any payments made by Tenant are to be credited, and in such event Tenant agrees that Landlord may apply any payments made by Tenant to any items it sees fit, irrespective of and notwithstanding any designation or request by Tenant.
- 29.14. All Exhibits referred to in this Lease are hereby incorporated in this Lease by reference.
- 29.15. Except as otherwise provided in this Lease, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective, successors, and assigns.
- 29.16. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.
- 29.17. This Lease shall be effective as of the Effective Date set forth above.

**MORTON GROVE PARK DISTRICT**

**Landlord**

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

ATTEST:

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

Date: \_\_\_\_\_

**MAINE-NILES ASSOCIATION OF SPECIAL RECREATION**

**Tenant**

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

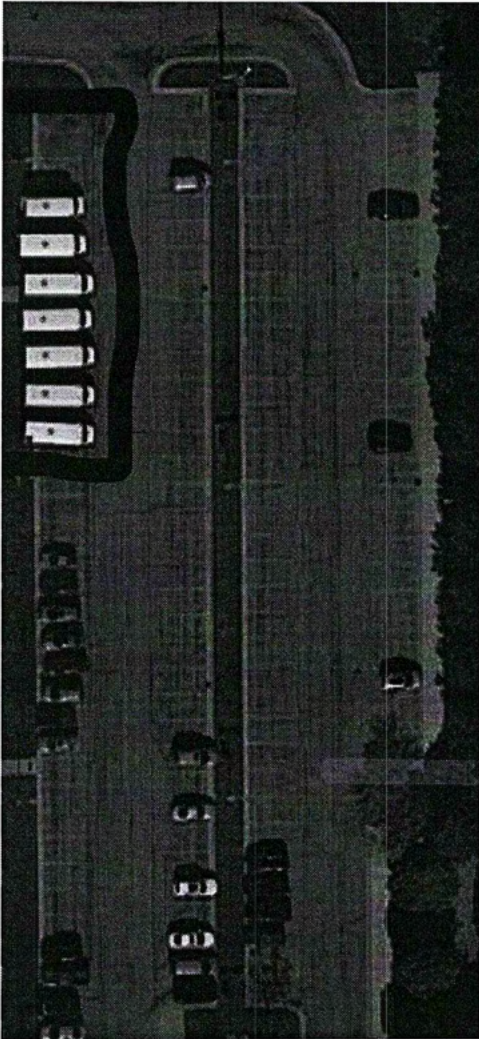
ATTEST:

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

Date: \_\_\_\_\_



**EXHIBIT B  
MNASR BUS PARKING IN PARKING LOT**



4817-8500-0934, v. 1





Morton Grove  
Park District

## Memorandum

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**To:** Park Board of Commissioners  
**From:** Keith Gorczyca, Superintendent of Parks & Facilities  
Jeffrey Wait, Executive Director  
**Date:** May 19, 2021  
**Subject:** Arnum Park Playground Equipment

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**Issue:**

The playground at Arnum Park is over 15 years old and in need of replacement.

**Discussion:**

The Arnum Park playground is scheduled for replacement this upcoming season. As part of the project scope, we removed the playground equipment purchase out of the bid for the playground construction. This was done to get better pricing as a municipality and save the contractors mark-up on the purchase.

The District will be purchasing the equipment through Sourcewell, which the district is a member. Sourcewell is a government agency offering competitively solicited contracts for use by education institutions, governments and nonprofit organizations. Sourcewell provides these contracts under the guidance of the Uniform Municipal Contracting Law. By purchasing through the Sourcewell, the District will see a savings of 26% on the equipment.

**Park Board Action:**

For the Board of Park Commissioners to approve purchasing the playground equipment for Arnum Park through the Sourcewell and Landscape Structures, the manufacturer, in the amount of \$54,409.



LANDSCAPE STRUCTURES, INC.  
 601 7TH STREET  
 SOUTH DELANO, MN 55328 U.S.A.

**Purchase Order**  
**Made out to Landscape Structures**

May 13, 2021

**BILL TO:**  
 Morton Grove Park District  
 6834 Dempster Street  
 Morton Grove, IL 60053  
 Attention: John Stroesser

**SHIP TO:**  
 Same

**Project Name: Arnum Park, Morton Grove**  
**CALL 24 HOURS PRIOR TO DELIVERY:** Please provide  
**CUSTOMER PURCHASE ORDER #:**

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>	<u>EACH</u>	<u>TOTAL</u>
<b>PlayBooster Component System</b>				
2	152907B	Deck Link w/Barriers Steel end panels 2 Steps	\$ 1,985	\$ 3,970
1	152908B	Deck Link w/Handrails Permalene infill panel 2 Steps		1,495
1	176078A	Lollipop Climber 48"Dk DB		1,410
1	128252A	Loop Ladder 48"Dk DB		905
1	184605A	O-Zone 3-Ring Climber Ground to Ground DB		4,660
1	145624D	Vertical Ascent 72"Dk		1,310
1	178710A	Hexagon Tenderdeck		2,845
1	121948A	Kick Plate 8"Rise		115
1	111228A	Square Tenderdeck		995
1	185852A	Transfer Step w/2 Handloops DB		975
3	111231A	Triangular Tenderdeck	770	2,310
1	111240B	Balcony Deck w/Wheel		1,450
1	116244A	Pipe Barrier Above Deck		605
1	177718A	Rain Sound Wheel Panel Above Deck		2,090
1	201545A	Blender Spinner DB <sup>1</sup>		2,420
1	120901A	Grab Bar		190
1	141886A	Access/Landing Assembly Rails Barrier Left 24"Dk		660
1	119805A	Single Beam Loop Horiz Ladder 84"		1,020
1	111404G	100"Alum Post DB		285
1	111404F	108"Alum Post DB		290
4	111404E	116"Alum Post DB	295	1,180
2	111404O	132"Steel Post DB 42" BURY	290	580
1	111404A	148"Alum Post DB		380
2	111404K	156"Alum Post DB	430	860
2	179595R	180"Steel Post For Vibe Roof DB	435	870
3	111404Z	182"Steel Post DB 44" Bury	455	1,365
2	179595Q	188"Steel Post For Vibe Roof DB	445	890
2	179595P	196"Steel Post For Vibe Roof DB	455	910
3	111404H	92"Alum Post DB	275	825
3	179594A	Vibe Roof	1,300	3,900
1	123336A	Double Wave Slide 48"Dk DB		2,630
1	222708B	WhooshWinder Slide 96"Dk DB1		4,695
1	158426A	Starburst Climber DB Only w/One Climbing Arm1		1,870
<b>SUBTOTAL</b>				<b>\$ 50,955</b>

SWINGS:

2	174018A	Belt Seat Proguard Chains 8' Beam		125
1	176038A	Full Bucket Seat Proguard Chains 8' Beam	\$340	680
1	177351A	Molded Bucket Seat (5-12 yrs) w/Harness Proguard Chains 8' Beam		830
1	177332A	Single Post Swing Frame 8' Beam		1,230
1	177333A	Single Post Swing Frame Addtl Bay 8' Beam		915
			SUBTOTAL	<u>\$ 3,780</u>
			EQUIPMENT TOTAL	\$ 54,735
			6% CONTRACT DISCOUNT	(3,284)
			SHIPPING	<u>2,958</u>
			TOTAL	\$ 54,409

Above prices are in effect for 30 days.

Please include a copy of your Sales Tax Exemption Certificate with Order Placement. Sales Tax will be charged, if applicable.

Above prices include shipping but not installation.

**NOTE:** Receiving Party is responsible for removing product from truck to ground upon delivery. Please keep this in mind when providing the Ship To Address, Contact Name and Phone Number. Liftgate and/or Inside delivery are available upon request at additional cost.

<p><b>TERMS:</b> Our terms are net 30 from date of shipment to tax supported institutions or those who have an account with us. 1-1/2% per month interest will be charged on past due accounts.</p>	
Signature	Title
Signature Printed	Date



## MEMORANDUM

### **MORTON GROVE PARK DISTRICT**

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**To:** Board of Park Commissioners  
**From:** Jeffrey Wait, Executive Director  
**Date:** May 19, 2021  
**Regarding:** Harrer Concession Equipment

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**Issue:**

Purchase of concession equipment for Harrer Pool.

**Discussion:**

The replacement of Harrer Pool requires the park district to purchase new concession equipment. This equipment consists of refrigerators, freezers, ice maker, pizza ovens, sinks, and other pieces needed to provide refreshments to the pool's patrons.

Williams Architect worked with a food service vendor to develop the type and quantity of various pieces of equipment. Staff sent the list of equipment to another vendor to determine its cost.

Because the total cost of the equipment exceeds \$25,000 staff develop a bid packet, advertised the bid opening, and sent the packet to two vendors. Only one vendor submitted a bid. Staff inquired why the other vendor did not submit a bid. The vendor did not realize they needed to submit a formal bid as they provided the district a quote.

The winning bidder was Boelter, LLC from Chicago. In the amount of \$54,669.

**Recommendation:**

The Board of Park Commissioners to accept the bid and purchase concession equipment from Boelter, LLC in the amount of \$54,669.

**BID FORM**  
**MORTON GROVE PARK DISTRICT**  
**HARRER POOL CONCESSION EQUIPMENT BID**

TO: Morton Grove Park District  
6834 Dempster Street  
Morton Grove, Illinois 60053-2631

FROM: Boelter, LLC

NAME OF BIDDER

1071 W. Division Street

STREET ADDRESS

Chicago, IL 60642

CITY STATE ZIP

847-568-7776

PHONE

**FOR:** Morton Grove Park District Harrer Pool Concession Equipment Bid

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:

- A. That he has carefully examined the written Specifications and Drawings and is thoroughly familiar therewith, and that he has visited the site of the proposed Work to arrive at a clear understanding of the conditions under which the Work is to be done, and that he has compared the site with the Drawings and Specifications and has satisfied himself as to all conditions affecting the execution of the Work;
- B. That all modifications have been submitted with this bid;
- C. That he has checked carefully the bid figures and understands that he shall be responsible for any errors or omissions based on these Specifications and alternates as submitted on the Bid Proposal Form;
- D. That it is understood and agreed that the Morton Grove Park District reserves the right to accept or reject any or all bids, or to combine or separate any section or work, and to waive any technicalities;
- E. To hold the bid open for sixty (60) days subsequent to the date of the bid opening;
- F. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
  - (a) Furnish all bonds and insurance required by the Contract Documents;
  - (b) Accomplish the Work in accordance with the Contract Documents; and
  - (c) Complete the Work within the time requirements as set forth in the Bid Documents.

- G. That if this bid is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, transportation, and to do all of the Work and to furnish all of the equipment specified in the Bid Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;
- H. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract;
- I. That any and all prices stated in the proposal include all costs of labor, materials, equipment, insurance, overhead and profit, and any and all other costs normal to doing business.

The undersigned Bidder agrees to perform the Work for the following lump sum price:

\$ 54,669.<sup>00</sup>

The undersigned Bidder hereby acknowledges the receipt of the following addenda (if any) distributed by the Park District.

Addendum No. N/A Date: \_\_\_\_\_  
 Addendum No. N/A Date: \_\_\_\_\_

Final Completion of the Project shall be on or before June 15, 2021 unless otherwise extended by agreement of the parties pursuant to the General Conditions.

The undersigned Bidder agrees that if this bid is accepted by the Park District, it will perform all Work in accordance with the requirements of the Contract.

DATED THIS 21 DAY OF April, 2021.

Meghann Chenery

\_\_\_\_\_  
Full Name of Bidder (Print)

- (a) Individual ( )
- (b) Partnership ( )
- (c) Corporation ( )

\*Disregarded LLC, C-Corp

Name and Title of Authorized Agent  
if Corporation or Partnership (Print): Meghann Chenery Assistant Secretary

Full Name and Title of Bidder (Signature)

4200 N Port Washington Rd

Street Address

Glendale, WI 53212

City/State/Zip

414-967-4324

Phone

mchenery@boelter.com

Email

**LIST OF SUBCONTRACTORS**

Bidder submits a list of subcontractors for each trade relative to the Work to be performed under the Contract with the District, and agrees that if selected the successful Contractor, the Bidder will promptly confer with the District's agents on the question of which subcontractors the Bidder proposes to use, including submission of their qualifications. It is agreed that the District may substitute for any proposed subcontractor, another subcontractor for the trade against whose standing and ability the Bidder makes no objection in writing, and the Bidder will use all such finally selected subcontractors at the amount named in their respective subcontracts, and be in every way responsible for them and their work as if they had been originally named in the Bidder's bid, the unit, total and alternate Contract prices being adjusted to confirm thereto.

Subcontractor Name & Address                      Classification of Work                      Amount of Subcontract

Subcontractor Name & Address	Classification of Work	Amount of Subcontract
1. Major Appliance Service, INC	Equipment Installers	\$3,600
2.		
3.		
4.		



**BIDDER'S REFERENCE LIST**

Each Bidder must list the name, address, phone number and project name for at least three (3) projects performed for governmental entities of similar scope and complexity as the Harrer Pool Concession Equipment Bid in the past five (5) years. Bidder may include, as a separate attachment, additional information or references on projects completed.

1. Reed Custer High School  
Name of Park District, School District, or Municipality  
Joel Kelps  
Contact Person  
224.724.9116 JKelps@GilbaneCo.com  
Phone Number E-Mail  
Complete equipment supply and kitchen equipment installation \$396,000  
Description of Work performed Project Value
  
2. Wheaton Memorial Park District  
Name of Park District, School District, or Municipality  
Arthur Lorens  
Contact Person  
630.488.5967 ALorens@fquinncorp.com  
Phone Number E-Mail  
Complete equipment supply and kitchen equipment installation \$30,000  
Description of Work performed Project Value
  
3. Edison Middle School  
Name of Park District, School District, Municipality  
Dave Marvin  
Contact Person  
309.303.4713 davemarvin@midconpro.com  
Phone Number E-Mail  
Complete equipment supply and kitchen equipment installation \$315,000  
Description of Work performed Project Value

## CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

**Note: The following certifications form an integral part of the Agreement. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services.**

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- D. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and

effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

- F. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- G. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- H. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- I. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- J. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.
- K. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et seq.*) and, upon request of the Morton Grove Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

04/27/2021

## Quote


Project:

From:




Morton Grove Harrer Pool

The Boelter Company  
Chris Liesch  
cliesch@boelter.com  
815.585.3667

Job Reference Number: Kristin Master

Item	Qty	Description	Sell	Sell Total
1	1 ea	<b>FREEZER MERCHANDISER</b>	\$3,532.00	\$3,532.00
		 <p>True Mfg. - General Foodservice GDM-12F-HC~TSL01 Freezer Merchandiser, one-section, True standard look version 01, -10°F, (3) shelves, (1) triple-pane thermal glass hinged door, LED interior lights, powder coated steel exterior, white interior with stainless steel floor, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1- ph, 4.5 amps, NEMA 5-15P, (depth does not include 1" for rear bumpers), cULus, UL EPH Classified, Made in USA</p>		
	1 ea	NOTE: Commonly stocked model in black exterior; verify availability with factory		
	1 ea	Self-contained refrigeration standard		
	1 ea	Warranty - 3 year parts and labor, please visit <a href="http://www.Truemfg.com">www.Truemfg.com</a> for specifics		
	1 ea	Warranty - 7 year compressor (self-contained only), please visit <a href="http://www.Truemfg.com">www.Truemfg.com</a> for specifics		
	1 ea	Door hinged right standard		
	1 ea	Exterior: White powder coated steel, standard		
	1 ea	Interior: White aluminum, with white shelving, standard		
	1 ea	Decal: S-TS-01 "TRUE Stripe" graphic, standard		
	1 st	830280 Castors, 2-1/2", set of 4	\$326.00	<Optional>
	1 ea	Barrel lock factory installed, one door model	\$154.00	<Optional>
	1 st	962129 Hanging Novelty Baskets, for GDM-10-HC-LD/10F-LD/12-HC-LD/12F-LD (set of 3, includes dividers)	\$281.00	<Optional>
<b>Extended Total:</b>			<b>\$3,532.00</b>	

Item	Qty	Description	Sell	Sell Total
2	1 ea	<b>THREE (3) COMPARTMENT SINK</b> Advance Tabco 94-3-54-18RL Regaline Sink, 3-compartment, with left & right-hand drainboards, 20" front-to-back x 16"W sink compartments, 14" deep, with 11"H backsplash, stainless steel legs with welded front-to-rear & adjustable left-to-right cross rails, 18" drainboards, 1" adjustable bullet feet, 14 gauge 304 stainless steel, overall 27" F/B x 91" L/R, NSF	\$3,280.00	\$3,280.00
	3 ea	K-4 Support Bracket, for lever waste drain handle, (1) support required for each lever drain		
	1 ea	T&S Brass B-0133-12CRBJSK EasyInstall Pre-Rinse Unit, 8" wall mount, add on faucet 12" swivel nozzle, cerama cartridges with check valves, lever handles, 44" flexible stainless steel hose, 1.07 GPM, wall bracket, installation kit, low lead, NSF (B-0107-J & B-0230-K)		
	3 ea	T&S Brass B-3950 Waste Valve, twist handle, 3-1/2" sink opening, 2" drain outlet with 1-1/2" adapter (replaces B-3912, B-3916)		
			<b>Extended Total:</b>	<b>\$3,280.00</b>
3	1 ea	<b>HAND SINK</b> Advance Tabco 7-PS-50 Hand Sink, wall mounted, 14" wide x 10" front-to-back x 5" deep bowl, 20 gauge 304 stainless steel, with splash mounted gooseneck faucet, lever drain with overflow, P-trap, wall bracket, NSF, cCSAus	\$329.00	\$329.00
			<b>Extended Total:</b>	<b>\$329.00</b>
4	1 ea	<b>HOT DOG GRILL</b> Star 75SCBDE Grill-Max® Hot Dog Grill, roller-type with integrated bun drawer, stadium seating, Duratec® coated non-stick rollers, capacity 75 hot dogs & 48 buns, programmable electronic controls for front and rear zones, stainless steel construction, cULus, UL EPH Classified, Made in USA	\$2,700.00	\$2,700.00
	1 ea	[75SCBDE-120V] 120v/60/1-ph, 1730 watts, 14.4 amps, NEMA 5-20P, standard		
			<b>Extended Total:</b>	<b>\$2,700.00</b>
5	1 ea	<b>PIZZA BAKE OVEN, COUNTERTOP, ELECTRIC</b> Bakers Pride P22-BL HearthBake Series Oven, countertop, electric, pizza/pretzel, brick lined, single compartment, 2-3/4" deck height, (2) removable 20-3/4"W x 20-3/4"D Cordierite hearth decks, 300°F - 650°F thermostat, 15 min. mechanical timer, stainless steel exterior, includes brick lined conversion kit, 3,600w, UL EPH Classified, cULus, CE	\$2,391.00	\$2,391.00
	1 ea	One year parts & labor standard		
	1 ea	208v/60/3-ph, 12.1 amps, direct		
	1 ea	4" Legs, adjustable, standard		
			<b>Extended Total:</b>	<b>\$2,391.00</b>

Item	Qty	Description	Sell	Sell Total
6	2 ea	<b>DISPLAY CASE, HOT FOOD, COUNTERTOP</b>  Hatco FDWD-1 Flav-R-Fresh® Holding & Display Cabinet, counter model, (1) door, (4) tier interior revolving circular rack & rack motor, 1390W, cULus, UL EPH Classified, Made in USA	\$1,753.00	\$3,506.00
	1 ea	NOTE: Sale of this product must comply with Hatco's Minimum Resale Price Policy; consult order acknowledgement for details		
	1 ea	NOTE: Includes 24/7 parts & service assistance, call 800-558-0607		
	2 ea	One year on-site parts & labor warranty, plus one additional year parts only warranty on all Flav-R-Fresh metal sheathed air heating elements		
	2 ea	120v/60/1-ph, 1360 watts, 11.3 amps, NEMA 5-15P (domestic voltage)		
	2 ea	STANDARD Clear Anodized Aluminum housing, finish, standard (available at time of purchase only)		
			<b>Extended Total:</b>	<b>\$3,506.00</b>
7	1 ea	<b>NACHO CHEESE / CHIPS WARMER, DISPLAY</b>  Hatco FST-1-MN Macho Nacho® Chip Warmer, rear loading & dispensing door, with main deck shelf only, approximately 40 lbs. capacity, forced air heat with display light, anodized bronze finish frame with tempered glass sides, cULus, UL EPH Classified, Made in USA	\$2,478.00	\$2,478.00
	1 ea	NOTE: Sale of this product must comply with Hatco's Minimum Resale Price Policy; consult order acknowledgement for details		
	1 ea	NOTE: Includes 24/7 parts & service assistance, call 800-558-0607		
	1 ea	One year on-site parts & labor warranty, plus one additional year parts only warranty on all Flav-R-Fresh metal sheathed air heating elements		
	1 ea	120v/60/1-ph, 1245 watts, 10.4 amps, NEMA 5-15P (domestic voltage), standard		
	1 ea	1-Yr Warranty, standard		
			<b>Extended Total:</b>	<b>\$2,478.00</b>
8	1 ea	<b>SHAVED ICE MACHINE</b>  Gold Medal Products 1002-00-000 Deluxe Sno-Konette Ice Shaver Snow Cone Machine, (2) blade shaver head, safety push button switch, includes: drain pan & cone dispenser, tempered glass windows, ILED ighted stainless steel dome, heavy duty aluminum welded cabinet, 1/3 HP, 972 watts, 120v/60/1-ph, NEMA 5-15P, cULus, UL EPH Classified	\$706.00	\$706.00
	1 ea	All information & pricing is subject to change without notice; contact Gold Medal Products Co. for the most up-to-date pricing and information.		
			<b>Extended Total:</b>	<b>\$706.00</b>

Item	Qty	Description	Sell	Sell Total
9	1 ea	<b>FROZEN DRINK MACHINE, NON-CARBONATED, BOWL TYPE</b> Curtis CFBX2 Chill-X Frozen Beverage Machine, counter model, (2) 3 gallon hoppers, push/pull dispense levers, digital control board, timer, preventative maintenance reminder, quick defrost mode, zero side clearance space, front hinged lid, drip tray, R404A, 2W + G, 1.38kW, 115v/60/1-ph, 12 amps	\$3,980.00	\$3,980.00
			<b>Extended Total:</b>	<b>\$3,980.00</b>
10	2 ea	<b>MICROWAVE OVEN</b> ACP RCS10DSE Amana® Commercial Microwave Oven, 1.2 cu. ft. capacity, 1000 watts, medium volume, 10-min. dial timer, (4) power levels, non-removable air filter, side hinged door with tempered glass, accommodates 14" plate, stainless steel exterior & interior, 120v/60/1-ph, 13.0 amps, 15 MCA, 1550 watts (total), NEMA 5-15P, cETLus, ETL-Sanitation 2 ea 3-year limited warranty (1 year full)	\$342.00	\$684.00
			<b>Extended Total:</b>	<b>\$684.00</b>
11	1 ea	<b>REACH-IN DUAL TEMP CABINET</b> True Mfg. - General Foodservice STR2DT-2S SPEC SERIES® Refrigerator/Freezer, reach-in, two-section, (2) stainless steel doors with locks, cam-lift hinges, digital temperature control, (2) interior kits, LED interior lights, stainless steel front & sides, stainless steel interior, 5" castors, R 1/3 HP, F 1/2 HP, 115v/60/1-ph, 11.6 amps, cULus, UL EPH Classified, Made in USA 1 ea Warranty - 5 year compressor (self-contained only), please visit <a href="http://www.Truemfg.com">www.Truemfg.com</a> for specifics 1 ea Warranty - 3 year parts and labor, please visit <a href="http://www.Truemfg.com">www.Truemfg.com</a> for specifics 1 ea Left door hinged left, right door hinged right standard 1 kt Left section Spec Kit #4 - (3) chrome shelves & shelf supports 1 kt Right section Spec Kit #4 - (3) chrome shelves & shelf supports 1 st 5" castors, set of 4, standard	\$11,107.00	\$11,107.00
			<b>Extended Total:</b>	<b>\$11,107.00</b>
12	1 ea	<b>FOOD TOPPING WARMER, COUNTERTOP</b> Star 3WLA-P Lighted Food Warmer, countertop, electric, 3-1/2 quart capacity, 1 oz. ladle, serve from #10 can or optional stainless bowl, includes merchandising signs for Chili, Chili Sauce, Cheese Sauce, Nacho, Fudge, BBQ and Soup, stainless steel, cULus, UL EPH Classified, Made in USA <b>THIS ITEM IS DISCONTINUED</b>		

Item	Qty	Description	Sell	Sell Total
12	1 ea	<b>FOOD TOPPING WARMER, COUNTERTOP</b> APW Wyott W-4B PKG Food Topping Warmer, electric, countertop, 4 quart capacity, wet & dry operation, infinite controls, includes 4 quart inset, hinged cover, 1 oz. ladle, & decal (must specify decal choice on order), stainless steel construction, cULus, UL-Sanitation, CE	\$324.00	\$324.00
	1 ea	1 year parts & labor warranty, standard		
	1 ea	120v/60/1-ph, 396 watts, 3.3 amps, cord & plug, standard [service class A-2 business day lead time]		
	1 ea	217657 Decal, hot cheese nachos		
			<b>Extended Total:</b>	<b>\$324.00</b>
13	2 ea	<b>UNDERCOUNTER REFRIGERATOR</b> True Mfg. - General Foodservice TUC-27-ADA-HC Undercounter Refrigerator, 34" working height, 33 - 38°F, (1) stainless steel door, (2) PVC coated adjustable wire shelves, stainless steel top, front & sides, clear coated aluminum interior with stainless steel floor, 3" castors, R290 Hydrocarbon refrigerant, 1/6 HP, 115v/60/1-ph, 2.0 amps, NEMA 5-15P, cULus, UL EPH Classified, CE, ADA Compliant, Made in USA	\$1,927.00	\$3,854.00
	2 ea	Right hinge, standard		
	2 ea	Self-contained refrigeration standard		
	2 ea	Warranty - 7 year compressor (self-contained only), please visit <a href="http://www.Truemfg.com">www.Truemfg.com</a> for specifics		
	2 ea	Warranty - 3 year parts and labor, please visit <a href="http://www.Truemfg.com">www.Truemfg.com</a> for specifics		
			<b>Extended Total:</b>	<b>\$3,854.00</b>
14	1 ea	<b>REACH-IN FREEZER</b> True Mfg. - General Foodservice STR1F-1S-HC SPEC SERIES® Freezer, reach-in, one-section, -10°F, (1) stainless steel door with lock, cam-lift hinges, digital temperature control, (1) interior kit, LED interior lights, stainless steel front & sides, stainless steel interior, 5" castors, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1-ph, 6.0 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA	\$7,084.00	\$7,084.00
	1 ea	Warranty - 7 year compressor (self-contained only), please visit <a href="http://www.Truemfg.com">www.Truemfg.com</a> for specifics		
	1 ea	Warranty - 3 year parts and labor, please visit <a href="http://www.Truemfg.com">www.Truemfg.com</a> for specifics		
	1 ea	Door hinged right standard		
	1 kt	Spec Kit #4 - (3) chrome shelves & shelf supports		
	1 st	5" castors, set of 4, standard		
			<b>Extended Total:</b>	<b>\$7,084.00</b>



Item	Qty	Description	Sell	Sell Total
15	1 ea	<b>ICE MAKER, CUBE-STYLE</b> Hoshizaki KM-660MAJ Ice Maker, Cube-Style, 22"W, air-cooled, self-contained condenser, production capacity up to 665 lb/24 hours at 70°/50° (617 lb AHRI certified at 90°/70°), stainless steel finish, crescent cube Style, R-404A refrigerant, 115v/60/1-ph, 15.2 amps, NSF, UL	\$4,314.00	\$4,314.00
	1 ea	Warranty: 3-Year parts & labor on entire machine		
	1 ea	Warranty: 5-Year parts & labor on evaporator		
	1 ea	Warranty: 5-Year parts on compressor & air-cooled condenser		
	1 ea	B-300SF Ice Bin, 22"W, top-hinged front-opening door, 300-lb ice storage capacity, for top-mounted ice maker, stainless steel exterior, 6" painted flange legs included, protected with H-GUARD Plus Antimicrobial Agent, ETL, ETL-Sanitation		
	1 ea	Warranty: 3-Year parts & labor for bin		
	1 ea	H9320-51 Water Filtration System, single configuration, 18.4" H (manifold & cartridge)		
			<b>Extended Total:</b>	<b>\$4,314.00</b>
500	1 ea	<b>INBOUND FREIGHT</b> FREIGHT INBOUND FREIGHT Inbound freight charges	\$800.00	\$800.00
			<b>Extended Total:</b>	<b>\$800.00</b>
501	1 ea	<b>INSTALLATION</b> MAJOR APPLIANCE SERVICE INSTALLATION Labor to receive/consolidate, uncrate/prep/peel, deliver to site and install with set-in place services all items listed on specifications.  Sinks - Z-clipping and silicon included. Includes prevailing wages  Assumes; 1st floor installation Normal business hours M-F 7am-4pm	\$3,600.00	\$3,600.00
			<b>Extended Total:</b>	<b>\$3,600.00</b>

Item	Qty	Description	Sell	Sell Total
502	1 ea	<b>KEC RESPONSIBILITIES</b> Custom KEC Responsibilities  NOTE: Kitchen Equipment Provider Responsibilities prior and during construction period. - KEC to provide the specified equipment for a APRIL 2022 installation. - KEC to attend all job site meetings as dictated by the G.C. - KEC to verify all rough-ins (electrical, plumbing & special Conditions) prior to walls being enclosed. - Any discrepancies to be brought to the attention of the G.C. immediately for proper review and evaluation. - KEC to provide ALL buyouts as specified without any exception. All utilities have been coordinated with the design team for proper connections. -KEC to coordinate ALL equipment deliveries with G.C. for proper access to site and the building. - KEC's installers to clean up debris everyday and place into dumpster provided BY OTHERS> - KEC to provide Start UPs and equipment demonstrations for clients kitchen staff when directed through the G.C. - KEC to Provide electronic and (1) hard copy of equipment service list and equipment cut sheets including AS BUILT drawings to the client within 14 days of completion of installation.		
Total				\$54,669.00

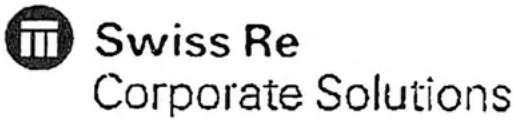
\*Sales Tax Not Included - Must provide Tax Exemption Certificate\*

\*Prevailing Wage Labor Included\*

\*Cost of performance bon (if needed) not included\*

\*Quotation Valid for thirty (60) days\*

Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_



### BID BOND

**CONTRACTOR:**

*(Name, legal status and address)*

Boelter, LLC  
1071 W. Division Street, Chicago, IL 60642

**OWNER:**

*(Name, legal status and address)*

Morton Grove Park District  
6834 Dempster Street, Morton Grove, IL 60053

**BOND AMOUNT:**

10% Ten Percent of Amount Bid

**PROJECT:**

*(Name, location or address, and Project number, if any)*

Harrer Pool Concession Equipment

**SURETY:**

North American Specialty Insurance Company  
1450 American Lane, Suite 1100  
Schaumburg, IL 60173

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of ~~the~~ Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

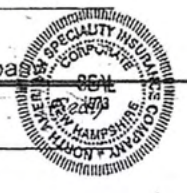
Signed and sealed this 29th day of April, 2021

*Katie Kunde*  
\_\_\_\_\_  
(Witness) 3BB5AA047D2747B

*[Signature]*  
\_\_\_\_\_  
(Witness)

Boelter, LLC  
\_\_\_\_\_  
(Principal) *Meghann Cheney*  
By: \_\_\_\_\_  
(Title) D9F9B23806AA477...

North American Specialty Insurance Company  
\_\_\_\_\_  
(Surety) *[Signature]*  
By: \_\_\_\_\_  
(Title) Bradley S. Babcock, Attorney-in-Fact



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: Bradley S. Babcock

Principal: Boelter, LLC  
Obligee: Morton Grove Park District  
Bond Description: Harrer Pool Concession Equipment  
Bond Number: Bid Bond  
Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By [Signature]  
Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook ss:

On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 29th day of April, 2021.

[Signature]  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company



**MORTON GROVE  
PARK DISTRICT**

## Memorandum

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**To:** Board of Park Commissioners  
**From:** Jeffrey Wait, Executive Director  
**Date:** May 19, 2021  
**Subject:** Mission Statement

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**Issue:**

Approval of a new Mission Statement for the District.

**Discussion:**

At the April Board meeting, staff introduced several options for a new Mission Statement. Recognizing there were too many options to review and that many shared the similar wording with only minor differences, staff is presenting the following statement for consideration.

*Is committed to complementing our community's quality of life, economic capacity, health and wellness through recreational opportunities while protecting natural resources.*

**Board Action:**

For the Board of Park Commissioners to approve the new Mission Statement for the District.

## Board Updates & Information

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# Morton Grove Park District

## UPDATE & INFORMATION

May 19, 2021

### RECREATION AND PROGRAMMING REPORT – SUE BRAUBACH

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#### General

- Summer Registration opened for Residents on Monday May 3<sup>rd</sup>. Registration is going well and many of our aquatic programs are filled for the summer.
- The Recreation Staff continues to process refunds for cancelled programs.
- Our Color the Parks event went great on Saturday, April 17<sup>th</sup>. All the families had a good time. Thank you to Pro Auto Care for sponsoring this event.
- The next Community Blood Drive is scheduled for June 12<sup>th</sup>.
- Two new Recreation Supervisors, Daniel Bregman and David Torres started with the district. We are so happy to have them as a part of the Recreation Team.
- Still in need of part time staff to fill some key positions this summer.
- Staying up to date on continuing changes in Illinois relating to COVID-19.
- Some programs have recently been suspended due to participants testing positive for COVID-19.
- Worked with Marketing Department on promotional pieces for upcoming programs and events.
- Upcoming events:

Event	Date	Time	Place
Dance Recital	May 16 <sup>th</sup>	12:00 pm & 2:00 pm	PVCC
Concert in the Park	June 15 <sup>th</sup>	7:00 pm	Harrer Park
Movie in the Park	June 18 <sup>th</sup>	8:30 pm	Harrer Park
Pop Up and Play	June 24 <sup>th</sup>	1:00 pm	Prairie View Park

#### Fitness

- We are steadily gaining membership in Club Fitness and Summer Specials, which have been especially popular with students. Every week we see more of our seniors coming back as well.
- We have added back a previous personal trainer, Leslye Lehman. Leslye will also sub group exercise as needed.
- We have set a few plans for opening more amenities with the Illinois Bridging Plan:
  - o Club Fitness will open Sundays from 7am-1pm beginning June 13<sup>th</sup>.
  - o Locker room showers will reopen July 5<sup>th</sup>.
- This month we are giving away Club Fitness hand sanitizer and masks to members.
- There as been an increase in Group Exercise participation, especially in Yoga and Line Dancing classes.

#### Athletics

- Adult softball begins the week of Monday, May 10<sup>th</sup>. There are nine Men's 12" teams, eight Men's 16" teams, and seven Co-Rec 14" teams.

- Field rentals are underway and scheduled daily.
- Hot Shots Sports classes have been running at PVCC and have been well attended, especially volleyball.
- The MLB Pitch, Hit, and Run event was held Sunday, May 2<sup>nd</sup> in partnership with MGBSA. The event was well attended and provided participants the opportunity to showcase their baseball/softball skills.

Aquatics/BASE

- Lifeguard and cashier interviews for summer of 2021 have been taking place over the last month. We currently have 31 lifeguards and 13 cashiers hired for the summer.
- Meeting with Pool Managers to discuss summer and prepare training dates and times.
- Lifeguard and Casher Trainings Schedule are complete and were sent out to all Aquatics employees.
- Needed equipment and supplies have been ordered for the summer.
- Met with Representatives from School District 67 regarding the reopening of our BASE afterschool program at Hynes this fall.
- Pool Memberships and the reservation system for open swim and lap swim have been set up in RecTrac.
- Lounge chairs have been spaced out on the deck so attendees can stay socially distant while not in the water.
- Reviewing current IDPH guidelines for swimming pools.
- Oxygen tanks have been refilled and certified by the Fire Department.

Dance/Cultural Arts

- The annual Dance recital is scheduled for Sunday, May 16<sup>th</sup>. Title of the show is Broadway Bound and there will be a performance at 12:00 pm and one at 2:00 pm.
- Currently looking for a new dance instructor as Miss Dee is leaving the district.
- All AARP Smart Driver classes have been cancelled through July due to COVID-19.
- Piano and guitar lessons have been going well this spring.
- Library is going to offer some story time programs in June and July at some of our smaller parks.

Camps/Preschool/Kinder Odyssey

- Preschool graduations are being held the week of May 10<sup>th</sup> at their locations
- Kinder Odyssey registration will begin on May 24<sup>th</sup>.
- Preschool registration for the 2021-2022 school year is going well. Current registrations:
  - Acorns – 2-year-olds 6
  - Sprouts – 3-year-olds 20
  - Great Oaks – 4-year-olds 31
- Camp staff training begins May 18<sup>th</sup>.
- Summer camp registration numbers are high. Both Mor Gro and Junior Camp are full. We opened a new summer camp for K-2<sup>nd</sup> grade called the Safari Summer Camp. Current Camp registration:

	2019 (thru 5/7)				2021 (thru 5/10/21)			
	Session 1	Session 2	Session 3	Session 4	Session 1	Session 2	Session 3	Session 4
Kidventure	9	7	5	7	29	28	19	16



Junior	44	41	43	41	35	35	35	35
Mor Gro	26	26	26	31	34	36	35	36
Teen Times	8	10	6	6	21	20	16	14
Total	87	84	80	85	119	119	105	101
Total all Sessions	336				444			

## MARKETING DEPARTMENT REPORT – KATHY HERRMANN

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- Online digital summer guide updated as information becomes available.
- Oriole Pool Membership informational postcard mailed to all Morton Grove residents.
- Signage up at Austin Park with Playground rededication info. (posted at three locations in park)
- Website, Outdoor Signboard, and Reach digital internal sign, updated on a regular basis.
- Flyers to be sent to schools with registration info for BASE and Kinder Odyssey the end of this week.
- Summer events banners to go up through the summer on park sites and fieldhouses sign holder.
- Two monthly Eblasts and weekly SM scheduled throughout the month of May.
- One last Summer newsletter will be sent on 6/19 to school districts, 63, 67, 69, with MGPD updates, and posted on their website. Newsletter sent to District 70 to be included in Principal enews. Fall enews will start up late August.

## FINANCE DEPARTMENT REPORT - MARTY O'BRIEN

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- The Finance Department received a preliminary draft of the 2020 financial statements from Lauterbach and Amen, our external auditors. We started to analyze the financial data and add narratives to explain any variances that occurred through the audit year.
- In order to renew the park district's distinguished agency accreditation, I submitted to the application, letter from the board president, a self-assessment and a check for \$600. Once accepted, we will be assigned a mentor to review our documentation and determine if we are ready to go in front of the executive committee.
- The park district received several more property tax appeals from property owners in Morton Grove. Based on our analysis, we feel that it would be beneficial for the park district to intervene in any reduction in assessments since they will our affect tax collections for the next three years.
- I started reviewing the Morton Grove Park District's fixed and movable assets. The district keeps a complete list of its assets in a database supplied by PDRMA. On a regular basis, we add any new qualifying purchases and remove any obsolete equipment. The process should take several weeks.

## HUMAN RESOURCES & RISK MANAGEMENT— LAURA KEE

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- We had three new employees start this month. They include Daniel Bregman as Recreation Supervisor/Athletics, David Torres as Recreation Supervisor/Aquatics, and Bob Holbrook as Night Custodian.
- An unemployment hearing before a judge was conducted due to an appeal, we should have a verdict within two weeks.
- Guest Services has been very busy with registration for summer opened. To accommodate to as many participants as possible we have extended Guest Services hours for the next six weeks. We will be available until 7pm on Mondays and Wednesdays, and Saturdays from 9am until 2pm.
- Fun Fridays are back! The first one will be May 28<sup>th</sup> to kick off the holiday weekend.
- There were 0 workers compensation claims.

## PARKS AND MAINTENANCE REPORT — KEITH GORCZYCA

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- Harrer Pool
  - Rafters on the locker room building were replaced. The new roof is being installed.
  - Interior walls for the locker rooms were constructed and floors poured.
  - The pool walls for the lap pool were constructed.
  - The filter building foundation was backfilled. Floor was poured and walls for the building are under construction.
  - Pool plumbing is underway.
  - Piers for the slide tower and slides were installed.
  - Utility lines are being installed.
- Austin Park
  - Hacienda is scheduled to come out the week of 5/10 to complete their work. We will then conduct a final walk through and playground audit.
- Arnum Park construction drawings are 85% complete. The project is scheduled to go out for bid on May 18<sup>th</sup>.
- WT has begun their survey work for the courts project.
- Staff worked with a local Girl Scout Troup planting a Maple tree in Austin Park.
- Staff assisted Edison school completing the initial layout and lining of their soccer field.
- The Park Pride event scheduled for May 15<sup>th</sup> has been canceled for this year.
- Two new employees started at PVCC. Welcome Bob Holbrook and Joe Nichols.
- Oriole pool is filled and operating. Staff is working on completing all the opening procedures for the upcoming season.
- All the soccer fields were installed for the upcoming season.
- Pickleball lines were installed on the north tennis courts at Prairieview.
- A new riding mower was purchased to replace one that was due our CIP budget.
- The fire alarms at PVCC were tested, the front sliding door was serviced and the athletic manager's office was painted.
- Routine maintenance items this month included: tree trimming, vehicle and equipment repairs, park sign repairs and painting, facility cleaning, monthly playground and facility inspections, and work orders.