



1000 W. Central Road Mount Prospect, Illinois 60056

**Board of Park Commissioners**

President Tim Doherty

Vice President Mary Masnica

Secretary Bill Starr

Treasurer Joe Tuczak

Commissioner Matt Lowen

Commissioner Mike Murphy

Commissioner Karyn Nicholas



**MT. PROSPECT PARK DISTRICT  
BOARD OF PARK COMMISSIONERS  
REGULAR MEETING SCHEDULE 2025**

Meetings are held in the Central Community Center Boardroom  
1000 W. Central Road Mount Prospect, Illinois  
**6:30 PM**

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**JANUARY 15, 2025**  
**FEBRUARY 12, 2025**  
**MARCH 19, 2025**  
**APRIL 16, 2025**  
**MAY 21, 2025**  
**JUNE 18, 2025**  
**JULY 16, 2025**  
**AUGUST 20, 2025**  
**SEPTEMBER 17, 2025**  
**OCTOBER 15, 2025**  
**NOVEMBER 19, 2025**  
**DECEMBER 17, 2025**

Board Approved: 12-18-24

Board Amended: 1-15-25



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## **REGULAR BOARD MEETING**

1000 W. CENTRAL ROAD  
MOUNT PROSPECT, ILLINOIS 60056

TO: MT. PROSPECT PARK DISTRICT  
BOARD OF COMMISSIONERS  
PRESS  
PUBLIC

FROM: TIM DOHERTY, BOARD PRESIDENT

DATE: June 13, 2025

RE: REGULAR PARK BOARD MEETING  
June 18, 2025 at 6:30 pm Central Time

Join Zoom Meeting

<https://us02web.zoom.us/j/82453762937?pwd=TaNoCnImF0tTaavyKAu6hZOLvxnZa.1>

Meeting ID: 824 5376 2937

Passcode: 079704

Phone: +1 312 626 6799 US (Chicago) Join Zoom Meeting

## **AGENDA**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**CHANGES OR ADDITIONS TO REGULAR MEETING AGENDA**

**APPROVAL OF AGENDA**

**APPROVAL OF CONSENT AGENDA**

All items identified may be considered routine by the Board of Commissioners and be enacted by one motion. There will be no separate discussion of these items unless a Commissioner so requests, in which event the item will be removed from the Consent Agenda and approved under its normal sequence on the regular meeting agenda.

- Approval Of Minutes: Regular Board Meeting May 21, 2025
- Ratification of Accounts Payable, May 2025 Checks and EFTs in the amount of \$1,143,339.26
- Ratification of Payroll, May 2025 Checks and Direct Deposits in the amount of \$559,951.65
- Appointment of NWSRA member district representatives for the period beginning June 19, 2025 through June 30, 2026. Jim Jarog to serve as the Mt. Prospect Park District's Primary Representative and for George Giese to serve as an Alternate Representative to the NWSRA Board.

APPROVAL OF MINUTES

\*REGULAR BOARD MEETING: May 21, 2025

**\*PLEASE BYPASS IF PREVIOUSLY APPROVED BY CONSENT AGENDA**

RATIFICATION OF ACCOUNTS PAYABLE

\*May 2025

**\*PLEASE BYPASS IF PREVIOUSLY APPROVED BY CONSENT AGENDA**

RATIFICATION OF PAYROLL

\*May 2025

**\*PLEASE BYPASS IF PREVIOUSLY APPROVED BY CONSENT AGENDA**

PUBLIC COMMENT

COMMISSIONER RECOGNITION

- A. Recognition of Commissioner Mike Murphy for 10 Years Of Service

NEW BUSINESS

- A. Draft Fund Balance Policy Review and Discussion

APPROVAL ITEMS

- A. 2025 Appointment of NWSRA Member District Representatives  
**\*PLEASE BYPASS IF PREVIOUSLY APPROVED BY CONSENT AGENDA**
- B. Approval of the Reciprocal Agreement with the Arlington Heights Park District
- C. Approval of the Annual Comprehensive Financial Report - FY 2024
- D. Approval of the Melas-Meadows IGA Between the Village of Mount Prospect and the Mt. Prospect Park District

FINANCIAL ADVISOR'S REPORT

EXECUTIVE REPORT

PUBLIC COMMENT

COMMENTS/MATTERS FROM COMMISSIONERS

## ADJOURNMENT TO CLOSED SESSION

### CLOSED SESSION

SECTION 2(c) (21): Discussion of Minutes of Meetings Lawfully Closed Under this Act, whether for Purposes of Approval by the Body of Minutes or Semi-Annual Review of the Minutes as Mandated by Section 2.06.

Section 2(c) -5: The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.

And/Or

Section 2(c) - 11: Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

### RECONVENE REGULAR MEETING

#### TAKE ACTION, IF ANY, ON MATTERS DISCUSSED IN CLOSED SESSION

- A. Approval of certain closed session minutes and to release to the public record closed session minutes, if any as the Park Board deems appropriate.

## ADJOURNMENT OF REGULAR MEETING



# CONSENT AGENDA

## June 18, 2025

### Statement by the Chair:

All items identified on the consent agenda may be considered routine by the Board of Commissioners and may be enacted by one motion.

*\*There will be no separate discussion of these items unless a commissioner so requests, in which event the item will be removed from the Consent Agenda and remain for consideration under their normal sequence on the regular meeting agenda.*

### This Month's Consent Agenda Approval Items are as follows:

- A. Approval of Minutes: Regular Board Meeting, May 21, 2025
- B. Ratification of Accounts Payable May 2025 in The Amount of \$1,143,339.26
- C. Ratification of Payroll May 2025 in The Amount of \$559,951.65
- D. Appointment of NWSRA member district representatives for the period beginning June 19, 2025 through June 30, 2026. Jim Jarog to serve as the Mt. Prospect Park District's Primary Representative and for George Giese to serve as an Alternate Representative to the NWSRA Board.

### SUGGESTED MOTION (Requested by Chair)

**-MOTION: "I MOVE TO APPROVE THE CONSENT AGENDA AS PRESENTED"**

**-SECOND**

**-ROLL CALL VOTE (CALL THE ROLL ON THE PENDING MOTION)**

Regular Board Minutes

5-21-25

UNAPPROVED

Mt. Prospect Park District

Regular Board Meeting

May 21, 2025

A Regular Board Meeting of the Mt. Prospect Park District, Cook County, Illinois, was held on Wednesday, May 21, 2025 at the Central Community Center Facility of the Mt. Prospect Park District.

President Kurka addressed the members of the Board before officially calling the meeting to order. President Kurka asked everyone to take a moment to honor the memory of Luis Rueda Colin, a longtime Park District employee. Luis recently passed away and was a good friend of President Kurka and to many in the District. He worked at the golf course for 35 years. The Park District will be honoring Luis with a tree planted in his memory later this year. He will eternally be a member of the Park District Family. Everyone took a moment of silence to honor his memory.

President Kurka called the meeting to order at 6:30 p.m.

Commissioner Starr called the roll.

The following Commissioners were present upon the roll:

Present: Commissioners Doherty, Massie, Masnica, Tuczak, Starr, Kurka

Remote: Commissioner Murphy (for entire meeting)

The following individuals were also in attendance (present or remote) at the meeting:

**Administrative Staff:** Jim Jarog-Executive Director, Jeanette Foley-Executive Assistant, George Giese-Deputy Director, Ruth Yueill-Director of Community Relations & Marketing, Matt Dziubinski-Director of Parks & Planning, Mike Azzaretto-Director of Recreation, Mary Kiaupa-Director of Human Resources and Risk, Jon Zgoda-IT Professional/ Remote Meeting Moderator, Maddy Moon-Community Relations Coordinator, Jeff Langguth-Director of Golf Operations, Linda Zalewski-Aquatics and Fitness Manager, Teri Wirkus, Executive Compliance Officer, Toria Smith, Cultural Arts Manager.

**Professionals:** Tom Hoffman, District Attorney

**Visitors and others in attendance:** Commissioners Elect Matthew Lowen, Brittany Lowen, Georgia Lowen, Commissioner Elect Karyn Nicholas, Paul Nicholas, Lucas and George Nicholas, Sam and Nancy Nicholas, Mary Starr, Yvonna Massie, Linda Kurka, Kelly Stahl, Kyle Slesicki

**PLEDGE OF ALLEGIANCE**

**CHANGES OR ADDITIONS TO REGULAR MEETING AGENDA**

President Kurka asked if any Commissioners had any additions or changes to the Regular Meeting Agenda.

President Kurka proposed one change to the Agenda. Commissioner Murphy is present remotely and on the Agenda for the Board to recognize him for his 10 years of service to the Park District. President Kurka wished to present the award to him in person and asked for this item to be tabled until the June 18th regular meeting. Commissioner Murphy agreed to the change and thanked President Kurka.

**Regular Board Minutes**

**5-21-25**

A motion to approve the Agenda as amended was made by Commissioner Starr and seconded by Commissioner Massie.

A voice vote was taken; all were in favor with none opposed

**PUBLIC COMMENT**

None

**CALL FOR RECESS OF MEETING**

President Kurka called for a recess of the Public Meeting to begin the Oath of Office for the newly elected Commissioners.

**Oath of Office**

Administered by Jeanette Foley, District Notary

Commissioners Elect: Bill Starr, Karyn Nicholas and Matt Lowen were introduced to the Board and to those in attendance.

Commissioner Starr recited the Oath of Office and was given his official Certificate of Election from Cook County. He was congratulated by all in attendance.

Commissioner Elect Karyn Nicholas recited the Oath of Office and was given her official Certificate of Election from Cook County. Commissioner Nicholas thanked everyone and also her family in attendance.

Commissioner Elect Matt Lowen recited the Oath of Office and was given his official Certificate of Election from Cook County. Commissioner Lowen thanked his wife for her support throughout his campaign and thanked all of the voters who supported him. He is looking forward to representing the community and supporting the Park District with the Commissioners alongside him.

The new Commissioners took their new seats among the Board members.

REGULAR MEETING WAS RECONVENED at 6:46 p.m. Roll Call by Commissioner Tim Doherty as Vice President.

Commissioner Starr called the Roll:

Present: Commissioners Masnica, Tuczak, Murphy, Nicholas, Lowen, Starr, Doherty.

**ADJOURNMENT SINE DIE**

Vice President Doherty moved to adjourn the meeting Sine Die for the purpose of holding the 2025 Annual Meeting of the Mt. Prospect Park District Board of Commissioners and thereafter to reconvene the regular Board Meeting, seconded by Commissioner Masnica.

A voice vote was taken with all Commissioners, all in favor and none opposed.

The regular meeting was adjourned at 6:47 p.m.

Vice President Doherty called to order the Annual Meeting of the Mt. Prospect Park District Board of Commissioners at 6:47 p.m.

Regular Board Minutes

5-21-25

Commissioner Starr called the roll: Commissioners Masnica, Tuczak, Murphy, Nicholas, Lowen, Starr and Doherty.

Commissioner Doherty made a motion to appoint Executive Director Jim Jarog as the temporary chairman for the first portion of the meeting, seconded by Commissioner Starr.

A voice vote was taken with all Commissioners present in favor and none opposed.

Director Jarog stated that he would accept nominations for Board President at this time for a one year term, or until his or her successor shall have been elected.

Commissioner Starr nominated Commissioner Doherty. No other nominations were made. Director Jarog congratulated Commissioner Doherty as the newly elected Board President.

President Doherty announced that he would now take nominations for the Board Vice President for a one year term or until his or her successor has been elected. Commissioner Starr nominated Commissioner Masnica. No other nominations were made. President Doherty congratulated Commissioner Masnica as the newly elected Board Vice President.

President Doherty announced that he would now take nominations for the Board Secretary for a one year term until his or her successor has been elected. Commissioner Murphy made a motion to appoint Commissioner Starr as the Board Secretary. Seconded by Commissioner Nicholas. Commissioner Starr called the roll. All were in favor.

President Doherty announced that he would now take nominations for the Board Treasurer for a one year term until his or her successor has been elected. Commissioner Starr made a motion to appoint Commissioner Tuczak, seconded by Commissioner Masnica. Commissioner Starr called the roll. All were in favor.

President Doherty called for a motion to adjourn the annual meeting and reconvene the regular meeting. Commissioner Masnica made the motion, seconded by Commissioner Starr. All were in favor.

Regular board meeting was reconvened at 6:51 p.m.

**ADOPTION ITEMS:**

**A. RESOLUTION #867**, A RESOLUTION RECOGNIZING STEPHEN KURKA FOR 12 YEARS OF SERVICE AS PARK COMMISSIONER AND BOARD PRESIDENT FOR THE MT. PROSPECT PARK DISTRICT.

The Resolution was presented by Executive Director Jim Jarog and read aloud by President Tim Doherty.

**MOTION:**

Commissioner Masnica moved to adopt Resolution 867, seconded by Commissioner Murphy  
President Doherty called for the roll:

Ayes: Commissioners Masnica, Tuczak, Murphy, Nicholas, Lowen, Starr and Doherty

Nays: None

Motion Passed

## Regular Board Minutes

5-21-25

Stephen Kurka was presented with the framed Resolution and was congratulated by all. Executive Director Jarog also presented Stephen Kurka with a commemorative clock acknowledging him for 12 years of outstanding contributions, community leadership, and service to advance parks, recreation, and conservation, in the state of Illinois as a valued member of the Mt. Prospect Park District's Board of Commissioners.

Stephen Kurka accepted these awards and stated that it was hard to believe that 12 years went by so quickly. He acknowledged the wonderful work that the Park District employees have done. He stated that the people behind the scenes make the park system what it is today. He thanked Bill Klicka, Lisa Tenuta, Tim Doherty and all Commissioners and Employees as well as Attorney Tom Hoffman and Accountant Lee Howard, for all of their help and support throughout the years. He sent his best wishes for continued success in the future.

### **B. RESOLUTION #868, A RESOLUTION RECOGNIZING RAYMOND E. MASSIE FOR 12 YEARS OF SERVICE AS PARK COMMISSIONER FOR THE MT. PROSPECT PARK DISTRICT.**

Executive Director Jarog presented Resolution 868 to recognize Ray Massie. Commissioner Bill Starr read aloud the Resolution.

#### **MOTION:**

Commissioner Tuczak moved to adopt Resolution 868, seconded by Commissioner Masnica.

President Doherty called for the roll:

Ayes: Commissioners Masnica, Tuczak, Murphy, Nicholas, Lowen, Starr and Doherty

Nays: None

Motion Passed

Raymond Massie was presented with the framed Resolution and was congratulated by all. Executive Director Jarog also presented Raymond Massie with a commemorative Golf club desk pen set for his 12 years of service to the Mt. Prospect Park District as Commissioner.

Ray said it was his honor to meet all of the wonderful people that serve the Park District. He had no idea before what the people behind the scenes do to keep our district safe and legal. He has made many friendships and met so many wonderful people because of the Park Board. He will be friends with these people for the rest of his life. He wished everyone on the Board the best of luck. He also added that he will still be around and it has been an honor to serve.

President Doherty thanked both Steve Kurka and Ray Massie adding that they were elected to the board 12 years ago during a very interesting time. There was some turmoil here at the District at that time and they both stepped up to the plate right away to help however possible. Both have always lived up to the oath of office and were always concerned about what was best for the residents over any personal wishes or wants.

Commissioner Starr added that there was never any doubt about their commitment to the Board. He thanked both Ray and Steve.

#### **CALL FOR RECESS**

President Doherty called for a recess of the regular meeting at 7:13 p.m.

President Doherty called to reconvene the meeting at 7:37 p.m.

Regular Board Minutes

5-21-25

**APPROVAL OF CONSENT AGENDA**

President Doherty read the following statement: All items identified may be considered routine by the Board of Commissioners and be enacted by one motion. There will be no separate discussion of these items unless a Commissioner so requests, in which event the item will be removed from the Consent Agenda and approved under its normal sequence on the Regular Meeting Agenda.

- A. Approval Of Minutes: Regular Board Meeting, April 16, 2025.
- B. Ratification Of Accounts Payable for April 2025 in the amount of \$1,194,837.31.
- C. Ratification Of Payroll for April 2025 in the amount of \$529,799.54.
- D. Purchase of a 2025 Ford Transit 250 Cargo Van, Contract in the amount of \$61,568.00 from SPC Contract No 207 from Currie Motors, Frankfort, IL.

President Doherty asked for a motion to approve the Consent Agenda as presented.

**MOTION**

Commissioner Starr made the motion to approve the Consent Agenda as presented, seconded by Commissioner Masnica.

Commissioner Starr called the Roll:

Ayes: Commissioners Masnica, Tuczak, Murphy, Nicholas, Lowen, Starr and Doherty

Nays: None

Motion Passed

**APPROVAL ITEMS**

**A. 2025 RecPlex and Busse Park Paving Improvements**

Director Dziubinski presented to the Board:

Repaving is essential for maintaining the safety, appearance, and functionality of driving surfaces and pathways. Over time, parking lots and pathways can develop cracks, potholes, and uneven surfaces, which can create safety hazards and compliance issues. A well-kept surface enhances curb appeal and conveys a professional image.

The addition of an exterior basketball court at RecPlex was requested by the community as part of the 2023 Comprehensive Master Plan. Basketball courts encourage physical activity and socializing, providing safe spaces for all ages to be active and promoting overall health. For youth, these courts offer positive engagement and constructive outlets.

The proposed project includes repaving the service drive at RecPlex, installing concrete collars around storm sewer inlets, and adding a full-size basketball court. The alternate scope features additional concrete collars, color coating the court, and widening the pathway at Busse Park. A public bid opening took place on May 7, 2025, with Maneval Construction Co, Inc. as the low bidder. The project's total cost is \$202,676, with a budget of \$243,000 available.

**MOTION**

Commissioner Starr made a motion to approve the 2025 RecPlex and Busse Park Paving Improvements bid including Alternates 1,2 and 3 in the amount of \$202,676.00 as submitted by Maneval Construction Co. Inc., seconded by Commissioner Nicholas.

## Regular Board Minutes

5-21-25

Commissioner Starr called the Roll:

Ayes: Commissioners Masnica, Tuczak, Murphy, Nicholas, Lowen, Starr and Doherty

Nays: None

Motion passed.

### **B. Meadows Aquatic Center Outdoor Swimming Pool Renovation**

Director Dziubinski presented to the Board:

The Meadows Aquatic Center is one of the District's outdoor swimming pools, along with Big Surf Pool. This pool features a zero-depth entry, an interactive water attraction, an 8-lane lap pool, an 8-foot drop slide, and a 1-meter diving board. It is built with a concrete floor and buttress system, using stainless steel wall panels and a PVC liner for waterproofing. The pool shell and liner are made by Myrtha Pools, which requires certified contractors for maintenance to keep warranties valid. The current liner was installed in 2011 after replacing the original from 2002, which had a 15-year warranty on the structure and a 10-year warranty on the liner. Liners typically last 10-15 years but can fade and develop issues that lead to water loss and structural damage.

The existing liner is now beyond its useful life and needs replacement, along with the original tile surround, to maintain pool functionality. The project had to be bid twice after receiving no bids the first time. Bids were due originally on April 3, 2025, and were re-bid with a second opening on May 8, 2025. Three contractors submitted bids, with Pool Tech giving the lowest bid of \$638,500, excluding material costs, which would be sourced from Myrtha Pools for \$221,126.

After evaluating bids, staff's recommendation was to reject all bids, as the lowest exceeded the budget significantly. The use of other PVC liner manufacturers is being considered to lower costs. The Planning Department aims to present a more competitive bid to the board soon.

The total project cost is \$872,226, with \$530,000 budgeted for capital funds.

Commissioner Masnica asked if the work was supposed to be done this season? Director Dziubinski explained that the goal would be to delay the repairs for now with the possibility of rebidding with other systems to still try to have the improvements done this year.

Commissioner Starr questioned why we used Myrtha originally and asked if their product is superior. Director Dziubinski explained that they were one of the few PVC liner companies in the early 2000's. They have a big presence in Europe and he believes they wanted to expand their business in the United States. He believes our pool at Meadows was one of the first.

Director Jarog added that Director Dziubinski is correct and that at the time, Myrtha was trying to establish themselves in the United States and Meadows Pool was a test pilot project to try their product and system here and to also train local installers. During construction it was challenging with the products coming through custom. At that time the pool grand opening was delayed by several months due to delivery issues. Staff believes there are many more options available to us now.

A brief discussion ensued.

Regular Board Minutes

5-21-25

**MOTION**

Commissioner Lowen made a motion to reject all bids received for the Meadows Aquatic Center Outdoor Swimming and Pool Renovation, seconded by Commissioner Starr.

Ayes: Commissioners Masnica, Tuczak, Murphy, Nicholas, Lowen, Starr and Doherty

Nays: None

Motion passed.

**ADOPTION ITEM**

ORDINANCE No. 869 AN ORDINANCE RECOMMENDING TO SELL, CONVEY, OR OTHERWISE DISPOSE OF CERTAIN USED PERSONAL PROPERTY OF THE MT. PROSPECT PARK DISTRICT IN SUCH MANNER(S) AND AT SUCH PRICE AS THE EXECUTIVE DIRECTOR SHALL IN HIS SOLE DISCRETION DETERMINE TO BE IN THE EST INTEREST OF THE PARK DISTRICT.

Director Dziubinski explained to the Board members that in the past we have traded items as it used to be the most effective route for transactions. The Village brought Gov Deals to our attention which began the sales surplus process. A list is brought forward each year, primarily fleet vehicles. Usually done in September or May. The formal process is to bring items before the board for approval. The proceeds are placed in an account called Gov Deals which are ultimately used for repurposing.

Commissioner Tuczak asked if there is any guidance from Gov Deals as to how items should be priced.

Director Dziubinski explained that they use previous listings as a starting point. He has often found it is more successful to start the bidding low. It is not unlike ebay except for local governments.

**MOTION**

Commissioner Masnica made a motion to adopt, seconded by Commissioner Tuczak.

Ayes: Commissioners Masnica, Tuczak, Murphy, Nicholas, Lowen, Starr and Doherty

Nays: None

Motion Passed

**FINANCIAL ADVISOR'S REPORT**

Presented by Deputy Director Giese in the absence of Financial Advisor Lee Howard, GAI

The District has arranged the annual rollover bonds, featuring an August BINA hearing for the Bond Ordinance adoption in September and an early October closing. Due to large referendum construction projects and recent market trends, Speer Financial suggests separating the timing of this bond issue. The closing for the referendum bonds is tentatively set for November, aligned with construction and spending schedules to meet IRS requirements.

In golf revenues, pass sales are up 8% to \$241,825 through April, but overall course revenue is down 6% at \$499,569. Recreational program revenues have increased slightly to \$1,384,009, while childcare program revenues are down 1% to \$827,484. The Recplex facility has earned \$195,539, a 1% decrease, although pass sales are up 7%. Pool revenues are down 23% at \$207,616, mostly due to swim program registrations. Central program revenue is down 9% to \$125,020, while central facility revenue increased by 20% to \$213,075.

**EXECUTIVE DIRECTOR REPORT**

The District held its second community engagement meeting for 2025 on April 24th at the Lions Recreation Center. The meeting focused on the Lions Park development, including the new Recreation Center and Aquatic areas. Many residents attended and offered positive feedback. Architectural renderings were shared with the Mount Prospect Journal and posted on the District's website to keep residents informed.

The design team is preparing Construction Design Drawings for the project bidding phase, with plans to bid in August, bid opening in September, and Board review in October with consideration for approval. Concerns about rising tariffs and material costs are also being considered as staff is adding bid alternates to the bid scope to allow for flexibility during the approval process. If approved, demolition could start in the fall of 2025, with substantial completion expected in spring of 2027.

The audit firm Illinois NFP has completed the fiscal year 2024 audit, which will be presented at the June 18th Board meeting, scheduled for June 18, 2025, at 6:30 pm at CCC.

Lastly Director Jarog announced that today was Teri Wirkus's last day since returning from retirement last year. He personally thanked Teri for coming back to assist the District when an unexpected vacancy for Executive Assistant occurred. Teri allowed the District the opportunity to hire and train our new Executive Assistant Jeanette Foley. Thank you Teri!

Executive Assistant Jeanette Foley also thanked Teri for showing her all of the tasks that the position entails and for always being so bright and cheerful. We hope that she will continue to enjoy her retirement and that she will come back to visit for special occasions.

Teri thanked everyone and congratulated the new Commissioners adding that the staff for the Park District is a wonderful group of people.

**PUBLIC COMMENT**

Resident Kyle Slesicki addressed the Board and submitted a petition signed by 146 residents of Mount Prospect to incorporate a diving board into the plans for the new pool. Mr. Slesicki offered his reasons for adding a diving board, including a desire to offer an attraction to older children as well as the possibility for diving lessons/programming opportunities. He noted that the District will be down to one diving board after Big Surf closes.

Director Giese thanked Mr. Slesicki for his input and efforts to collect the petition. For added context, Deputy Director Giese summarized the thorough public engagement process that formulated the initial pool concepts and ballot language, as well as the principles that further refined designs and the aquatic amenities included.

Mr. Slesicki offered additional feedback to modify or replace certain pool spaces in order to accommodate the diving board while drawing upon comparisons to Meadows Pool.

The Board thanked Mr. Slesicki for his input.

**COMMENTS/MATTERS FROM COMMISSIONERS**

Commissioner Starr spoke about the Memorial Day activities planned. He added that the weather report is looking good thus far and there will also be a wonderful guest speaker. Commissioner

## Regular Board Minutes

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Starr reminded everyone that Veterans Day is November 11th. He suggested the ground breaking ceremony for Lions be on November 12th.

Commissioner Nicholas again thanked everyone for being here tonight. She added that Commissioner Lowen and she attended the Boot Camp for new Board members which was very beneficial. She is looking forward to being a member of this wonderful Park District Board.

Commissioner Masnica thanked the staff at the Conservatory for the plant sale adding that all the flowers were beautiful. She also thanked the Foundation for their early bird sale and the refreshments and raffle prizes. She is looking forward to her flowers blooming all summer.

Commissioner Doherty added that an amazing dance recital was held and thanked Amy Hubert, Toria Smith and all of the staff. It is such a great program that it attracts participants from outside our District as well. Congratulations to the staff and all of the performers.

The Food Truck Roundup is being rescheduled in the fall due to the weather.

### **MOTION**

President Doherty called for a motion to adjourn. Commissioner Starr made the motion, seconded by Commissioner Murphy.

A voice vote was taken with all commissioners present in favor and none opposed.

Adjourned at 8:31 p.m.

Respectfully submitted,

---

William J. Starr, Secretary

**ACCOUNTS PAYABLE/PAYROLL DISBURSEMENT**  
**May-25**

**ACCOUNTS PAYABLE**

Suggested Motion: I move to ratify May Accounts Payable Checks and EFT's in the amount of \$ 1,143,339.26 as listed on the Check Register.

<u>CHECK DATE</u>		<u>CHECK #S</u>	
5/1-5/4/2025	\$188,399.95	205078-205121	Checks
5/5-5/11/2025	\$483,307.55	205122-205165	Checks
5/12-5/18/2025	\$107,817.80	205166-205208	Checks
5/19-5/25/2025	\$183,881.59	205209-205247	Checks
5/26-5/31/2025	\$179,932.37	205248-205291	Checks
<b>TOTAL AP</b>	<b><u>\$ 1,143,339.26</u></b>	<b>Checks and EFT's Total</b>	

**PAYROLL**

Suggested Motion: I move to ratify May Payroll Checks, Direct Deposits and Related Taxes in the amount of \$ 559,951.65 as listed on this report.

<u>CHECK DATE</u>		<u>CHECK #S</u>	
5/9/2025	\$ 193,559.79	65007-65290	Direct Deposits
	\$ 5,763.65	1042806755- 1042806770	Checks
	<u>\$ 72,788.02</u>	65291-65296	<i>Payroll-Related Taxes &amp; Transfers</i>
	\$ 272,111.46	Pay Period Subtotal	
5/23/2025	\$ 205,301.68	65297-65640	Direct Deposits
	\$ 6,035.72	1042966966- 1042966992;1042966994	Checks
	<u>\$ 76,502.79</u>	65641-65646	<i>Payroll-Related Taxes &amp; Transfers</i>
	287,840.19	Pay Period Subtotal	
<b>TOTAL PR</b>	<b><u>\$ 559,951.65</u></b>	<b>Checks, Direct Deposits and Payroll-Related Taxes Total</b>	

\*\*Paper check numbers will not be sequential between check runs; account managed by payroll service provider.

**Mt. Prospect Park District  
Payroll Summary**

Pay Period Ending 5/4/2025  
Check Date 5/9/2025

	# Hours	# Employees	Gross Pay	Avg Hrs/Emp	Avg Hrly Rate
Total	10,666.50	299	277,296.47	36	26
	Full Time	67			

Pay Period Ending 5/18/2025  
Check Date 5/23/2025

	# Hours	# Employees	Gross Pay	Avg Hrs/Emp	Avg Hrly Rate
Total	11,417.50	371	292,240.95	31	26
	Full Time	67			

# MEMORANDUM



**To:** Board of Commissioners  
**From:** Jim Jarog, Executive Director  
**Date:** June 18, 2025  
**Re:** 2025 Appointment of NWSRA Member District Representatives  
**C:** George Giese, Deputy Director

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## SUMMARY & BACKGROUND:

As a participating member with the Northwest Special Recreation Association (NWSRA), the Mt. Prospect Park District is required to annually appoint a District representative to the NWSRA Board to attend Board meetings and represent our District.

The following are the suggested appointments to represent the Mt. Prospect Park District to NWSRA for the period beginning June 19, 2025 through June 30, 2026:

Jim Jarog, Executive Director, to continue as the Mt. Prospect Park District's Primary Representative to NWSRA. If Jim is unable to attend a scheduled Board Meeting, George Giese, Deputy Director, will attend as an Alternate Representative for the Mt. Prospect Park District.

## DOCUMENTS ATTACHED

NONE

## RECOMMENDATION:

**I MOVE TO APPROVE THE APPOINTMENT OF JIM JAROG, EXECUTIVE DIRECTOR, TO SERVE AS THE MT. PROSPECT PARK DISTRICT'S PRIMARY REPRESENTATIVE TO THE NWSRA BOARD AND GEORGE GIESE, DEPUTY DIRECTOR, TO SERVE AS AN ALTERNATE REPRESENTATIVE TO THE NWSRA BOARD, FOR THE PERIOD BEGINNING JUNE 19, 2025, THROUGH JUNE 30, 2026**

# PUBLIC COMMENT

# MEMORANDUM



**To:** Mt. Prospect Board of Commissioners

**From:** Jim Jarog, Executive Director

**Cc:** Tom Hoffman, Park District Attorney  
George Giese, Deputy Director  
Jeanette Foley, Executive Assistant

**Date:** June 18, 2025

**Re:** Recognition of Commissioner Mike Murphy for 10 Years of Exemplary Service as a Commissioner for The Mt. Prospect Park District

## **SUMMARY AND BACKGROUND:**

The Mt. Prospect Park District wishes to formally recognize Commissioner Mike Murphy for his completion of 10 years of service as Park Commissioner for the Mt. Prospect Park District. Mike has faithfully served as a Commissioner for our District since April 29, 2015. On May 20, 2020, Mike was appointed as Board Treasurer and held that position for five years.

The Mt. Prospect Park District wishes to formally recognize Mike for his ten years of service to our community and the residents of the Mt. Prospect Park District.

President Doherty will now present Commissioner Murphy with his 10 Year Service award.

# MEMORANDUM



**To:** Board of Park Commissioners  
**From:** George Giese, Deputy Director  
Lee Howard, CPA, Governmental Accounting, Inc.  
**CC:** Jim Jarog, Executive Director  
Thomas Hoffman, Attorney  
**Date:** June 18th, 2025  
**Re:** New Business - Draft Fund Balance Policy

## **Summary and Background:**

Ahead of the Park District's upcoming bond sale, staff have discussed an opportunity to formulate a Fund Balance Policy for Board consideration. Such a Policy would guide future financial and budgetary discussions in order to ensure the Park District maintains an adequate fund balance and reserves in the District's various operating funds. In turn, sufficient fund balances afford the Park District the ability to provide sufficient cash flow, maintain its favorable investment rating, offset economic downturns and/or revenue shortfalls, provide for unforeseen expenditures, and fulfill capital needs.

Currently, fund balances are reviewed with the Park Board during both budget and year-end discussions, and managerially, fund balances are monitored on an ongoing basis. Such practices have helped to sustain operations and achieve successful year-end results, as reflected in the FY 2024 audit reviewed tonight.

The guiding principles of the attached Fund Balance Policy would codify existing practices for the various funds of the Park District and serve as a guide for fiscal years to come. The funding levels recommended in the attached draft are based on current conditions. The Park District's goal would be to sustain such levels moving forward, though future updates may be considered with Park Board approval as needed.

If the Board finds this policy acceptable, staff will bring forth the appropriate resolution for the Board's further consideration and adoption at a future Board meeting.

## **Documents Attached:**

Draft Fund Balance Policy

## **Recommendation:**

***None at this time - for discussion only.***

**DRAFT**  
**MT. PROSPECT PARK DISTRICT**  
**FUND BALANCE POLICY**

**A. Purpose**

It is the policy of the Mt. Prospect Park District (the “District”) to maintain sufficient fund balances to fund district operations and protect against the need to reduce service levels or programs. This policy will ensure the District maintains an adequate fund balance and reserves in the District’s various operating funds to ensure the capacity to 1) provide sufficient cash flow for financial needs (liquidity) 2) secure and maintain favorable investment grade bond ratings (creditworthiness) 3) offset significant economic downturns or revenue shortfalls 4) provide funds for unforeseen expenditures (litigation) and 5) fulfill future and immediate capital needs (facilities, vehicles and equipment).

This fund balance policy is established for the governmental funds of the District as accounted for in the Annual Financial Report in accordance with Governmental Accounting Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.

**B. Definitions**

The following individual components constitute the fund balance for all of the District’s Governmental Funds:

Classification	Definition	Examples
Non-spendable	Amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.	<ul style="list-style-type: none"> <li>• Inventories</li> <li>• Prepaid items</li> <li>• Long-term receivables</li> <li>• Permanent Endowments</li> </ul>
Restricted	Resources that are subject to constraints imposed by external parties or enabling legislation.	<ul style="list-style-type: none"> <li>• State statute restrictions</li> <li>• Unspent bond proceeds</li> <li>• Grants earned but not spent</li> <li>• Debt covenants</li> <li>• Taxes dedicated to a specific purpose</li> <li>• Revenues restricted by enabling legislation</li> </ul>
Committed <i>(Unrestricted)</i>	Amounts constrained for specific purposes by District’s Board of Commissioners through formal action.	<ul style="list-style-type: none"> <li>• Amounts set aside by the Board of Commissioners by ordinance or resolution</li> </ul>
Assigned <i>(Unrestricted)</i>	Amounts that are constrained by the District’s intent to be used for specific purposes, but are neither restricted nor committed.	<ul style="list-style-type: none"> <li>• Board of Commissioners may delegate the authority to assign fund balance</li> </ul>
Unassigned <i>(Unrestricted)</i>	Unassigned fund balance is the residual classification for the General Fund. This is fund balance that has not been reported in any other classification. The General Fund is the only fund that can report a positive unassigned fund balance. Other governmental funds would report deficit fund balances as unassigned.	<ul style="list-style-type: none"> <li>• Available and expendable for any General Fund purpose</li> </ul>

**C. Policy**

In order to commit fund balance, the Board of Commissioners, as the highest level of decision-making authority, must incorporate in an ordinance or resolution the commitment of funds for specific purposes. The formal action to commit fund balance must occur before the end of fiscal

year. The dollar amount of the commitment can be determined after year-end. These funds must be fully expended for their committed purpose or a separate action by the Board of Commissioners must be taken for the funds to become uncommitted. The Board of Commissioners, or designee, may assign fund balance through approval of the budget or action at any meeting. The Board of Commissioners may delegate the authority to assign funds to the Executive Director/Financial Advisor.

The District will spend the most restricted dollars before less restricted, in the following order:

- 1) Non-spendable (if funds become spendable)
- 2) Restricted
- 3) Committed
- 4) Assigned
- 5) Unassigned

The District's fund balance policy shall take effect immediately upon adoption by the Board of Commissioners and will be applied beginning with the preparation of the District's Annual Financial Report for the fiscal year ending December 31, 2025. This policy may be amended from time to time according to the wishes of the Board of Commissioners.

In order to achieve the objectives of this policy the Board of Commissioners shall adhere to the following procedure: As a part of the annual budget process, the Executive Director/Financial Advisor will provide an estimate the surplus or deficit for the current year and prepare a projection of the ending budgeted fund balance for all funds included. Compliance with the provisions of this policy will be reviewed as part of the annual budget adoption process. Actual final classification of fund balances shall be reviewed during the annual fiscal year-end process for presentation in the District's Annual Financial Report.

#### **D. Fund Balance Goals**

In general, the District seeks to maintain a total fund balance (all funds) as of December 31<sup>st</sup> of each year equal to a **minimum of six months or fifty percent (50%)** of the year's total expenditures excluding transfers and non-recurring capital projects.

**Corporate Fund** – In the Corporate Fund, there shall be maintained an Unrestricted Fund Balance equivalent to a **minimum of one hundred percent (90%)** of the current year's expenditures, less capital outlay and transfers out budgeted for the fund. This reserve shall be in addition to all other reserves or designation of fund balance.

**Recreation Fund** – In the Recreation Fund, there shall be maintained an Assigned Fund Balance equivalent to a **minimum of seventy five percent (75%)** of the current year's expenditures, less capital outlay and transfers out budgeted for the fund. This reserve shall be in addition to all other reserves or designation of fund balance.

**Conservatory Fund** – In the Conservatory Fund, there shall be maintained an Assigned Fund Balance equivalent to a **minimum of fifty percent (50%)** of the current year budgeted expenditures, less capital outlay and transfers out budgeted for the fund. This reserve shall be in addition to all other reserves or designation of fund balance.

**Other Governmental (Non-major) Funds** – In total, Other Governmental Funds (Non-major funds), the District seeks to maintain a total fund balance (all funds) as of December 31<sup>st</sup> of each year equivalent to a **minimum of fifty percent (50%)** of the current year expenditures, less capital outlay and transfers out budgeted for these restricted funds.

**Capital Projects Fund** – The Capital Projects Fund is created to account for resources designated to the purchase of and retirement of debt on capital equipment and improvements. These projects may extend beyond a single year. No specific reservation of fund balance is created by virtue of this policy, however, at a minimum, the fiscal year end fund balance and estimated revenues for the ensuing fiscal year must be sufficient to meet all outstanding fund encumbrances.

**Special Revenue Funds (Retirement/Rec Handicapped/Liability/Paving/Debt Service Funds)** – Special revenue funds are created to account for the proceeds for specific revenue sources that are legally restricted to expenditure for specified purposes. No specific reservation of fund balance is created by virtue of this policy, although the amount of any reservation of fund balance shall be governed by the Board.

#### **E. Utilization of Surplus Reserves**

Since all appropriations lapse at the end of the fiscal year, excess revenues over expenditures for the fiscal year can accumulate in the fund balance for the associated fund. Additionally, fund balances that exceed the minimum level established for each fund may be, to the extent legally allowed, transferred and appropriated at year-end for non-recurring capital projects. These transfers should be designated for a specific future use as determined by the Board.

#### **F. Replenishment of Minimum Reserve Deficits**

If the projected or estimated amount of fund balance will be less than the requirement at the completion of any fiscal year, then the Executive Director/Financial Advisor shall prepare and submit a plan for expenditure reduction and/or revenue increases to restore minimum requirements in the subsequent budget year. Additionally, the District will exercise diligence in avoiding the appropriation of fund balance for recurring operating expenditures.

#### **G. Maximum Fund(s) Balance(s) Limitations**

In an effort to avoid successful “excess accumulation” real estate tax levy objections and to the extent reasonably practicable using best efforts, the existence (at the time of adoption of the annual levy ordinance) of a balance in any fund in excess of 2.0 times the prior three (3) years’ average expenditures from such fund, shall be avoided unless a demonstrable written record exists which evidences that the excess over 2.0 is due to a conscious and deliberate strategy to accumulate such excess funds for the purpose of funding, in whole or in part, a reasonably anticipated project(s) or extraordinary expense(s) in the not-too-distant future.

# MEMORANDUM



**To:** Board of Park Commissioners  
**From:** Mike Azzaretto, Director of Recreation  
**CC:** Jim Jarog, Executive Director  
**Date:** June 18, 2025  
**Re:** 2025 Reciprocal Agreement MPPD/AHPD

## **SUMMARY & BACKGROUND:**

The Arlington Heights Park District will be remodeling the Arlington Ridge Center (ARC) this summer. During the time the ARC will be closed, Arlington Heights Park District expects most of their members to utilize their outdoor pools for lap swimming. To give their members an indoor option, Arlington Heights Park District has requested use of RecPlex Pool during this time.

Staff have developed a proposed reciprocal agreement with Arlington Heights Park District for the period of June 23, 2025 until September 30, 2025. A brief overview of the terms of the agreement are below:

### **For Arlington Heights Park District ARC Members:**

- Use of RecPlex Pool for indoor lap swimming during specified non-peak times.
- Arlington Heights Park District will pay Mt. Prospect Park District the daily resident rate for each member visit during the term of this agreement.

### **For Mt. Prospect Park District Residents:**

- Mt. Prospect is not requesting access to or use of any Arlington Heights facilities or programs at this time.
- Arlington Heights will give consideration to any request from Mt. Prospect for reciprocity for any future Mt. Prospect renovation project.

## **DOCUMENTS ATTACHED:**

- 1) 2025 Reciprocal Agreement Mt. Prospect Park District and Arlington Heights Park District. (Reviewed by Attorney Tom Hoffman)

## **RECOMMENDATION:**

**MOVE TO APPROVE THE 2025 RECIPROCAL AGREEMENT BETWEEN THE MT. PROSPECT PARK DISTRICT AND THE ARLINGTON HEIGHTS PARK DISTRICT FOR THE PERIOD FROM JUNE 23, 2025, THROUGH SEPTEMBER 30, 2025.**

# **2025 Reciprocal Agreement**

## **Mt. Prospect Park District and Arlington Heights Park District**

### **Joint Statement of Interest**

The Mt. Prospect Park District (“Mt. Prospect”) and the Arlington Heights Park District (“Arlington Heights”) [jointly the “Districts”] agree that it is in the best interest of both communities that recreational programs and facilities be made available to residents at the highest level of quality and to the greatest extent possible. Both Districts have had a long history of helping each other with reciprocity during periods of facility renovation and disruption of service. During the locker room renovation of the Arlington Heights Park District’s Arlington Ridge Center, the Districts agree that it is in the best interest of both to provide temporary alternative aquatic facilities and programs for the displaced Arlington Heights Park District members of the Arlington Ridge Center. The estimated renovation time period is June-September 2025.

### **Scope of Agreement**

In order to best serve the interests of the Mt. Prospect Park District and the Arlington Heights Park District, the Mt. Prospect Park District agrees to offer Arlington Heights Park District ARC members use of RecPlex for indoor lap swimming during specified times. The Arlington Heights Park District will pay Mt. Prospect the Mt. Prospect daily resident rate for each member visit during the Term of this agreement as defined below

### **For Arlington Heights Park District ARC Members:**

- Use of RecPlex for indoor lap swimming during specified times (see Appendix A).

### **For Mt. Prospect Park District Residents:**

- Mt. Prospect is not requesting access to or use of any Arlington Heights facilities or programs at this time.
- Arlington Heights will give consideration to any request from Mt. Prospect for reciprocity for any future Mt. Prospect renovation project.

### **Registration and Administration**

Each District will use its best efforts to promote and inform its RecPlex members or ARC members, as the case may be, and staff of the existence of this agreement through its seasonal brochure, website, flyers, newsletters, social media, and other such communications. Prior to publication of information, each District will seek approval from the other District of all such written materials to ensure accuracy. To ensure proper administration of this agreement, the Superintendent of Recreation Facilities for Arlington Heights and the Superintendent of Recreation for Mt. Prospect shall communicate on a regular basis and act as “mediators” of this agreement.

At the end of the Term of this agreement, Mt. Prospect Park District will invoice Arlington Heights Park District for each ARC member visit at the Mt. Prospect resident lap swim rate during the Term.

### **Term of Agreement**

The term (“Term”) of this Agreement is June 23, 2025, through September 30, 2025. The Term of this Agreement may need to be adjusted as changes in the ARC renovation schedule warrant; in such event the Districts agree to reasonably cooperate to implement any such changes to the Term and any changes to the Term agreed upon by the Districts shall be effective when evidenced in writing and

signed by each District's respective "mediator" mentioned above. Arlington Heights Park District will be responsible for keeping Mt. Prospect Park District updated on any changes to the ARC renovation schedule.

**Termination of agreement**

Should either District find it in its best interest to terminate this agreement prior to the end of the Term or the amended Term, as the case may be, such District shall have the option to terminate this agreement by providing not less than thirty (30) days advance written notice of termination to the other District.

For and in consideration of the mutual promises and representations hereinabove set forth, the receipt and sufficiency of which is acknowledged by each District, the above and foregoing is hereby agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by the authorized representatives of the Mt. Prospect Park District and the Arlington Heights Park District:

By Mt. Prospect Park District:

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

By Arlington Heights Park District:

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

# Appendix A

## Designated Indoor Lap Swim Times at RecPlex

Access for Arlington Heights Park District members for lap swim will be provided during the following times at RecPlex Pool:

June 23 - August 3, 2025

Monday	12:15 PM - 8:45 PM	
Tuesday	12:15 PM - 4:30 PM	7:45 PM - 8:45 PM
Wednesday	1:00 PM - 4:30 PM	6:45 PM - 8:45 PM
Thursday	12:15 PM - 4:30PM	7:45PM - 8:45 PM
Friday	11:00 AM - 7:45 PM	
Saturday	7:00 AM - 3:45 PM	
Sunday	7:00 AM - 3:45 PM	

After August 3, a new schedule will be communicated and agreed upon between both parties. RecPlex Pool will shut down between 8/16-9/1 for annual maintenance and will not have any availability during that time.

### Guidelines

- Access is limited to lap swim only during the designated times listed above.
- All participants must adhere to facility policies, including check-in procedures and code of conduct.
- The facility reserves the right to modify access times with written notice in the event of maintenance, special events, or other operational needs.

# MEMORANDUM



**To:** Board of Park Commissioners  
**From:** George Giese, Deputy Director  
**CC:** Jim Jarog, Executive Director  
Lee Howard, CPA, Governmental Accounting, Inc.  
**Date:** June 18th, 2025  
**Re:** Approval Item - Annual Comprehensive Financial Report - FY 2024

**Summary and Background:**

The Park District’s auditors (Illinois NFP Audit & Tax, LLP) completed their Fiscal Year 2024 audit, culminating in the District’s Annual Comprehensive Financial Report. FY 2024 was the first audit conducted by Illinois NFP Audit & Tax, LLP in their latest three year agreement covering Fiscal Years 2024, 2025 and 2026. Abdullah Khan, CPA, Partner, will review the Annual Comprehensive Financial Report with the Board of Commissioners at the June meeting.

Upon acceptance of the report by the Board, required documentation will be filed with Cook County, and both the Annual Comprehensive Financial Report and the Annual Treasurer’s Report for FY 2024 will be posted to the Park District’s website.

**Budget Impact:**

Budgeted Expense for the Annual Audit:

**Year-End 2024: \$23,250**

Year-End 2025: \$23,750\*

Year-End 2026: \$24,250\*

\*Fees for FYs 2025/2026 to be adjusted for referendum passage, per agreement

**Documents Attached:**

FY 2024 Annual Comprehensive Financial Report

**Recommendation:**

**MOVE TO APPROVE THE FISCAL YEAR 2024 ANNUAL COMPREHENSIVE FINANCIAL REPORT AS PRESENTED.**



# ANNUAL COMPREHENSIVE FINANCIAL REPORT

For the year ended December 31, 2024  
Mount Prospect, Illinois

MT. PROSPECT PARK DISTRICT

## MOVING FORWARD

Successful Bond Referendum November 5, 2024



**Mt. Prospect Park District  
Statement of Net Position  
December 31, 2024**

	<b>Governmental Activities</b>
<b>Assets</b>	
Cash and Investments	\$ 20,498,134
Property Taxes Receivable, Net of Allowances for Uncollectibles	12,717,076
Other Receivables	38,470
Prepaid Expenses	150,894
Inventory	9,289
Capital Assets	
Capital Assets Not Being Depreciated	9,379,837
Other Capital Assets, Net of Depreciation	28,582,142
Total Capital Assets	37,961,979
<b>Total Assets</b>	<b>71,375,842</b>
<b>Deferred Outflows</b>	
Deferred Items - IMRF	2,359,417
Deferred Items - OPEB	47,834
<b>Total Deferred Outflows</b>	<b>2,407,251</b>
<b>Total Assets and Deferred Outflows</b>	<b>73,783,093</b>
<b>Liabilities</b>	
Accounts Payable	1,095,456
Accrued Payroll	247,426
Accrued Interest Payable	98,117
Unearned Program Revenue	323,748
Long-term Liabilities	
Due Within One Year	
Bonds and Debt Certificate Payable	4,598,200
Total OPEB Liability	63,231
Compensated Absences	83,519
Due in More than One Year	
Bonds and Debt Certificate Payable, Net of Premium and Discount	15,257,405
Total OPEB Liability	251,090
Net Pension Liability - IMRF	1,966,078
<b>Total Liabilities</b>	<b>23,984,270</b>
<b>Deferred Inflows</b>	
Deferred Property Taxes	12,718,846
Deferred Items - IMRF	29,111
Deferred Items - OPEB	132,244
<b>Total Deferred Inflows</b>	<b>12,880,201</b>
<b>Total Liabilities and Deferred Inflows</b>	<b>36,864,471</b>
<b>Net Position</b>	
Net Investment in Capital Assets	17,430,529
Restricted for:	
Culture and Recreation	2,441,610
Debt Service	874,886
Retirement	615,985
Unrestricted	15,555,612
<b>Total Net Position</b>	<b>\$ 36,918,622</b>

See Accompanying Notes to the Financial Statements

**Mt. Prospect Park District**  
**Statement of Activities**  
**For the Year Ended December 31, 2024**

Functions/Programs	Expenses	Program Revenue		Net (Expense)
		Charges for Services	Capital Grants and Contributions	Revenue and Changes in Net Position
				Governmental Activities
<b>Primary Government</b>				
Governmental Activities				
General Government	\$ 6,014,003	\$ 90,944	\$ 0	\$ (5,923,059)
Culture and Recreation	12,257,117	7,390,175	1,205,822	(3,661,120)
Interest on Long-Term Debt	790,766	0	0	(790,766)
Total Governmental Activities	<u>19,061,886</u>	<u>7,481,119</u>	<u>1,205,822</u>	<u>(10,374,945)</u>
<b>Total Primary Government</b>	<u>\$ 19,061,886</u>	<u>\$ 7,481,119</u>	<u>\$ 1,205,822</u>	<u>(10,374,945)</u>
<b>General Revenues</b>				
Taxes				
Property Taxes				12,180,045
Intergovernmental - Replacement Taxes				280,236
Investment Income				983,659
Sale of Capital Asset (Land)				795,000
Miscellaneous				228,723
<b>Total General Revenues</b>				<u>14,467,663</u>
<b>Change in Net Position</b>				<u>4,092,718</u>
<b>Net Position,</b>				
Beginning of Year				<u>32,825,904</u>
End of Year				<u>\$ 36,918,622</u>

See Accompanying Notes to the Financial Statements

**Mt. Prospect Park District  
Balance Sheet  
Governmental Funds  
December 31, 2024**

	<b>General</b>	<b>Recreation</b>	<b>Special Recreation</b>	<b>Debt Service</b>	<b>Capital Projects</b>	<b>Other Governmental Funds</b>	<b>Total</b>
<b>Assets</b>							
Cash and Investments	\$ 3,525,928	\$ 8,698,753	\$ 572,537	\$ 874,886	\$ 4,186,340	\$ 2,554,827	\$ 20,413,271
Property Taxes Receivable, Net of Allowances for Uncollectibles	3,122,379	1,932,421	876,722	3,745,954	0	3,039,600	12,717,076
Other Receivables	11,175	8,604	0	0	0	18,691	38,470
Prepaid Items	43,810	88,525	0	0	0	18,559	150,894
Inventory	0	9,289	0	0	0	0	9,289
<b>Total Assets</b>	<b>6,703,292</b>	<b>10,737,592</b>	<b>1,449,259</b>	<b>4,620,840</b>	<b>4,186,340</b>	<b>5,631,677</b>	<b>33,329,000</b>
<b>Total Deferred Outflows</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Assets and Deferred Outflows</b>	<b>6,703,292</b>	<b>10,737,592</b>	<b>1,449,259</b>	<b>4,620,840</b>	<b>4,186,340</b>	<b>5,631,677</b>	<b>33,329,000</b>
<b>Liabilities</b>							
Accounts Payable	146,662	230,475	0	0	675,845	42,474	1,095,456
Accrued Payroll	55,016	145,108	0	0	0	45,986	246,110
Unearned Program Revenue	0	323,748	0	0	0	0	323,748
<b>Total Liabilities</b>	<b>201,678</b>	<b>699,331</b>	<b>0</b>	<b>0</b>	<b>675,845</b>	<b>88,460</b>	<b>1,665,314</b>
<b>Deferred Inflows</b>							
Deferred Property Taxes	3,122,379	1,934,191	876,722	3,745,954	0	3,039,600	12,718,846
<b>Total Deferred Inflows</b>	<b>3,122,379</b>	<b>1,934,191</b>	<b>876,722</b>	<b>3,745,954</b>	<b>0</b>	<b>3,039,600</b>	<b>12,718,846</b>
<b>Fund Balance</b>							
Nonspendable	43,810	97,814	0	0	0	18,559	160,183
Restricted	0	0	572,537	874,886	0	2,485,058	3,932,481
Assigned	0	8,006,256	0	0	3,510,495	0	11,516,751
Unassigned	3,335,425	0	0	0	0	0	3,335,425
<b>Total Fund Balance</b>	<b>3,379,235</b>	<b>8,104,070</b>	<b>572,537</b>	<b>874,886</b>	<b>3,510,495</b>	<b>2,503,617</b>	<b>18,944,840</b>
<b>Total Liabilities, Deferred Inflows and Fund Balance</b>	<b>\$ 6,703,292</b>	<b>\$ 10,737,592</b>	<b>\$ 1,449,259</b>	<b>\$ 4,620,840</b>	<b>\$ 4,186,340</b>	<b>\$ 5,631,677</b>	<b>\$ 33,329,000</b>

See Accompanying Notes to the Financial Statements

**Mt. Prospect Park District**  
**Reconciliation of Fund Balances of the Governmental Funds to the Governmental Activities**  
**in the Statement of Net Position**  
**December 31, 2024**

Reconciliation of the Balance Sheet - Governmental Funds to the Statement of Net Position:

Amounts reported in the Statement of Net Position are different because:

Fund Balance - Balance Sheet of Governmental Funds	\$ 18,944,840
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	37,961,979
Other long-term assets are not available to pay for current-period expenditures and, therefore, are reported as unavailable revenue in the funds:	
Deferred items related to changes in pension assumptions and differences between expected and actual pension plan experience:	
Deferred Outflows - IMRF	2,359,417
Deferred Outflows - OPEB	47,834
Net Pension Liability - IMRF	(1,966,078)
Total OPEB Liability	(314,321)
Long-term liabilities, including bonds and debt certificate payable, are not due and payable in the current period and, therefore, are not reported in the funds:	
Accrued Interest	(98,117)
Bonds and Debt Certificate Payable	(19,627,635)
Unamortized Premium on General Obligation Bonds	(377,375)
Unamortized Discount on General Obligation Bonds	149,405
Compensated Absences	(83,519)
Deferred items related to difference between projected and actual earnings on pension plan investments and difference between expected and actual pension plan experience:	
Deferred Inflows - IMRF	(29,111)
Deferred Inflows - OPEB	(132,244)
The net position of the internal service funds are included in the governmental activities in the statement of net position.	83,547
<b>Net Position of Governmental Activities</b>	<b><u>\$ 36,918,622</u></b>

**Mt. Prospect Park District**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**Governmental Funds**  
**For the Year Ended December 31, 2024**

	General	Recreation	Special Recreation	Debt Service	Capital Projects	Other Governmental Funds	Total
<b>Revenues</b>							
Property Taxes	\$ 2,749,476	\$ 1,720,161	\$ 762,243	\$ 3,731,807	\$ 0	\$ 3,216,358	\$ 12,180,045
Replacement Taxes	75,664	204,572	0	0	0	0	280,236
Fees and Admissions	0	6,238,049	0	0	0	53,720	6,291,769
Sales	0	91,444	0	0	0	14,336	105,780
Rentals	90,944	899,105	0	0	0	93,521	1,083,570
Investment Income	362,534	0	0	20,571	600,554	0	983,659
Grants and Donations	0	18,234	0	0	1,187,588	0	1,205,822
Miscellaneous	179,135	12	0	0	27,132	22,444	228,723
<b>Total Revenues</b>	<b>3,457,753</b>	<b>9,171,577</b>	<b>762,243</b>	<b>3,752,378</b>	<b>1,815,274</b>	<b>3,400,379</b>	<b>22,359,604</b>
<b>Expenditures</b>							
Current							
General Government	2,874,444	0	0	0	0	387,749	3,262,193
Recreation	0	8,014,301	1,033,044	0	0	2,003,790	11,051,135
Debt Service							
Principal	0	0	0	4,682,050	0	0	4,682,050
Interest and Fiscal Charges	0	0	0	823,143	0	0	823,143
Capital Outlay	0	0	0	0	7,175,626	205,318	7,380,944
<b>Total Expenditures</b>	<b>2,874,444</b>	<b>8,014,301</b>	<b>1,033,044</b>	<b>5,505,193</b>	<b>7,175,626</b>	<b>2,596,857</b>	<b>27,199,465</b>
<b>Excess (Deficiency) of</b>							
<b>Revenues over Expenditures</b>	583,309	1,157,276	(270,801)	(1,752,815)	(5,360,352)	803,522	(4,839,861)
<b>Other Financing Sources</b>							
Sale of Capital Asset (Land)	0	0	0	0	795,000	0	795,000
Settlement of Tort	0	0	0	0	0	(2,138,220)	(2,138,220)
Issuance of Debt	0	0	0	1,863,515	0	2,169,120	4,032,635
<b>Total Other Financing Sources</b>	0	0	0	1,863,515	795,000	30,900	2,689,415
<b>Net Change in Fund Balance</b>	<b>583,309</b>	<b>1,157,276</b>	<b>(270,801)</b>	<b>110,700</b>	<b>(4,565,352)</b>	<b>834,422</b>	<b>(2,150,446)</b>
<b>Fund Balance,</b>							
<b>Beginning of Year</b>	2,795,926	6,946,794	843,338	764,186	8,075,847	1,669,195	21,095,286
<b>End of Year</b>	<b>\$ 3,379,235</b>	<b>\$ 8,104,070</b>	<b>\$ 572,537</b>	<b>\$ 874,886</b>	<b>\$ 3,510,495</b>	<b>\$ 2,503,617</b>	<b>\$ 18,944,840</b>

See Accompanying Notes to the Financial Statements

**Mt. Prospect Park District**  
**Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**of the Governmental Funds to the Governmental Activities in the Statement of Activities**  
**For the Year Ended December 31, 2024**

Net Change in Fund Balances - Total Governmental Funds	\$ (2,150,446)
Amounts reported for governmental activities in the Statement of Activities are different because:	
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense:	
Capital outlays	7,869,956
Disposal of capital assets	(34,500)
Depreciation expense	(2,454,358)
Governmental funds report debt payments as expenditures and debt issuances as revenue. However, in the statement of activities, debt payments and debt issuances are not reported as expenditures and revenue, respectively.	
Proceeds from the Issuance of Bonds Payable	(4,032,635)
Principal Payments of Bonds and Debt Certificate Payable	4,682,050
The issuance of long-term debt in the current and prior years resulted in: Deferred Refunding, Discount and Premium that were reported as current financial resources in the governmental funds. However, these amounts have been amortized in the government-wide statements:	
Amortization of Premium	27,844
Amortization of Discount	(9,147)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds:	
Change in the following deferred items related to pension investment experience, changes in pension assumptions, and difference between expected and actual pension plan experience:	
Deferred Outflows - IMRF	(1,536,369)
Deferred Outflows - OPEB	9,297
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds:	
Change in Accrued Interest Payable	32,377
Change in Compensated Absences	(24,835)
Change in Net Pension Liability - IMRF	1,716,947
Change in Total OPEB Liability	1,837
Change in the following deferred items related to difference between expected and actual pension plan experience:	
Deferred Inflows - IMRF	(29,111)
Deferred Inflows - OPEB	(1,002)
The change in net position of certain activities of internal service is included in the governmental activities in the statement of net position.	
	24,813
<b>Change in Net Position of Governmental Activities</b>	<b>\$ 4,092,718</b>

See Accompanying Notes to the Financial Statements

**Mt. Prospect Park District**  
**Notes to the Financial Statements (Continued)**  
**For the Year Ended December 31, 2024**

**5. Jointly Governed Organization**

The District is a member of the Northwest Special Recreation Association. The District pays annual contributions to this organization for services it provides for disabled and handicapped members of the District. During the year ended December 31, 2024, the District paid \$364,109 to the Northwest Special Recreation Association.

**6. Capital Assets and Finance Leases**

Capital Assets

Capital asset activity for the year ended December 31, 2024, consisted of the following:

	Balance December 31, 2023	Additions	Retirements	Reclassifications	Balance December 31, 2024
<u>Governmental Activities</u>					
Assets Not Subject to Depreciation					
Land	\$ 9,044,942	\$ 0	\$ (34,500)	\$ 0	\$ 9,010,442
Construction in Progress	0	369,395	0	0	369,395
Assets Subject to Depreciation					
Buildings	36,898,748	3,392,749	(1,658,231)	0	38,633,266
Improvements	21,708,205	2,801,124	(81,110)	0	24,428,219
Machinery and Equipment	9,288,057	1,191,576	(92,573)	0	10,387,060
Vehicles	752,142	115,112	0	0	867,254
Subtotal	77,692,094	7,869,956	(1,866,414)	0	83,695,636
Less - Accumulated Depreciation					
Buildings	(29,003,887)	(929,579)	1,658,231	0	(28,275,235)
Improvements	(8,576,453)	(971,354)	81,110	0	(9,466,697)
Machinery and Equipment	(6,949,288)	(486,561)	92,573	0	(7,343,276)
Vehicles	(581,585)	(66,864)	0	0	(648,449)
Subtotal	(45,111,213)	(2,454,358)	1,831,914	0	(45,733,657)
Net Capital Assets	\$ 32,580,881	\$ 5,415,598	\$ (34,500)	\$ 0	\$ 37,961,979

Depreciation expense was charged to the functions/programs of the primary government as follows:

<u>Governmental Activities</u> - General Government	\$ 613,590
<u>Governmental Activities</u> - Culture and Recreation	1,840,768

Finance Leases

Leases that span more than twelve months that are material in nature to the financial statements, and that do not transfer ownership are recognized as a right-of-use asset and finance lease liability. The right-of-use assets are measured at an amount equal to the present value of the related lease liability plus any lease payments made prior to the lease term, less lease incentives, and plus ancillary charges necessary to place the lease into service. The right-of-use assets are amortized on a straight-line basis over the life of the related lease. Finance leases that transfer ownership that are material in nature to the financial statements are recognized as capital assets at cost and a related lease liability. As of December 31, 2024, the District reports no finance leases.

**Mt. Prospect Park District**  
**Notes to the Financial Statements (Continued)**  
**For the Year Ended December 31, 2024**

**7. Long-term Liabilities**

The District enters into debt transactions to finance additions of machinery and equipment and major construction, improvements or land acquisitions. The following debt commitments exist as of December 31, 2024:

	Balance December 31, 2023	Additions	Retirements	Balance December 31, 2024	Amount Due Within One Year	Debt Retired By Fund
<b>General Obligation Bonds</b>						
Series 2014A (ARS)	\$ 7,145,000	\$ 0	\$ (500,000)	\$ 6,645,000	\$ 505,000	Debt Service
Series 2019C (ARS)	1,040,000	0	(515,000)	525,000	525,000	Debt Service
Series 2022A (ARS)	8,215,000	0	(115,000)	8,100,000	0	Debt Service
Series 2022B	1,251,270	0	(1,251,270)	0	0	Debt Service
Series 2023A	1,888,370	0	(1,888,370)	0	0	Debt Service
Series 2023B*	312,410	0	(312,410)	0	0	Debt Service
Series 2024A	0	2,169,120	0	2,169,120	2,169,120	Debt Service
Series 2024B	0	1,568,160	0	1,568,160	998,725	Debt Service
Series 2024C*	0	295,355	0	295,355	295,355	Debt Service
<b>Debt Certificates</b>						
Series 2014B	425,000	0	(100,000)	325,000	105,000	Debt Service
	<u>\$ 20,277,050</u>	<u>\$ 4,032,635</u>	<u>\$ (4,682,050)</u>	<u>\$ 19,627,635</u>	<u>\$ 4,598,200</u>	
Premium on Bond Payable	<u>\$ 405,219</u>	<u>\$ 0</u>	<u>\$ (27,844)</u>	<u>\$ 377,375</u>		N/A
Discount on Bond Payable	<u>\$ (158,552)</u>	<u>\$ 0</u>	<u>\$ 9,147</u>	<u>\$ (149,405)</u>		N/A

\* - Direct placement obligations

**General Obligation Bonds**

*General Obligation Park Bonds (Alternate Revenue Source), Series 2014A* - Originally issued for \$8,000,000 in 2014 provides for annual principal installments ranging from \$140,000 to \$905,000 through November 1, 2034. Interest is payable semiannually on May 1 and November 1 at rates from 2% to 4%.

*General Obligation Park Refunding Bonds (Alternate Revenue Source), Series 2019C* - Originally issued for \$3,060,000 in 2019 provides for annual principal installments ranging from \$500,000 to \$525,000 through November 1, 2025. Interest is payable semiannually on May 1 and November 1 at rates from 1.27% to 1.50%.

*General Obligation Park Bonds (Alternate Revenue Source), Series 2022A* - Originally issued for \$8,215,000 in 2022 provides for annual installments ranging from \$115,000 to \$785,000 through November 1, 2041. Interest is payable semiannually on May 1 and November 1 at 3.00% to 5.00%.

*General Obligation Limited Tax Park Bonds, Series 2024A* - Originally issued for \$2,169,120 in 2024 provides for one annual principal installment of \$2,169,120 through December 15, 2025. Interest is payable on June 15 and December 15 at 5.240%.

**Mt. Prospect Park District  
IMRF Pension Disclosures (Continued)  
For the Year Ended December 31, 2024**

REQUIRED SUPPLEMENTARY INFORMATION

Multiyear Schedule of Changes in Net Pension Liability and Related Ratios - Last 10 Plan Years

Measurement Date December 31,	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
<b>Total pension liability ("TPL")</b>										
Service cost	\$ 484,373	\$ 415,266	\$ 433,014	\$ 470,526	\$ 425,706	\$ 433,672	\$ 456,126	\$ 342,684	\$ 364,607	\$ 389,614
Interest on the TPL	1,812,836	1,898,502	1,981,967	2,097,208	2,099,047	2,176,290	2,286,757	2,337,158	2,433,281	2,549,571
Changes of benefit terms	0	0	0	0	0	0	0	0	0	0
Difference between expected and actual experience of the TPL	(757,770)	5,148	343,218	(393,536)	4,517	301,826	(246,053)	386,807	627,314	52,482
Changes of assumptions	766,319	33,148	(69,529)	(817,122)	848,882	0	(169,767)	0	0	(49,069)
Benefit payments, including refunds of employee contributions	(1,047,805)	(1,207,108)	(1,215,329)	(1,267,750)	(1,352,540)	(1,350,723)	(1,447,942)	(1,702,362)	(1,801,203)	(1,866,201)
Net change in total pension liability	1,257,953	1,144,956	1,473,341	89,326	2,025,612	1,561,065	879,121	1,364,287	1,623,999	1,076,397
<b>Total pension liability – beginning</b>	<u>24,485,129</u>	<u>25,743,082</u>	<u>26,888,038</u>	<u>28,361,379</u>	<u>28,450,705</u>	<u>30,476,317</u>	<u>32,037,382</u>	<u>32,916,503</u>	<u>34,280,790</u>	<u>35,904,789</u>
<b>Total pension liability – ending</b>	<u>\$ 25,743,082</u>	<u>\$ 26,888,038</u>	<u>\$ 28,361,379</u>	<u>\$ 28,450,705</u>	<u>\$ 30,476,317</u>	<u>\$ 32,037,382</u>	<u>\$ 32,916,503</u>	<u>\$ 34,280,790</u>	<u>\$ 35,904,789</u>	<u>\$ 36,981,186</u>
<b>Plan fiduciary net position</b>										
Contributions – employer	\$ 488,859	\$ 732,350	\$ 826,884	\$ 811,921	\$ 752,138	\$ 685,669	\$ 702,727	\$ 680,219	\$ 810,700	\$ 693,617
Contributions – employee	182,774	179,705	196,048	197,233	194,333	197,153	187,126	175,762	196,618	210,046
Net investment income	1,259,789	108,214	1,483,673	3,995,076	(1,354,832)	4,608,053	4,058,567	5,488,089	(4,766,660)	3,536,723
Benefit payments, including refunds of employee contributions	(1,047,805)	(1,207,108)	(1,215,329)	(1,267,750)	(1,352,540)	(1,350,723)	(1,447,942)	(1,702,362)	(1,801,203)	(1,866,201)
Other (net transfer)	66,308	(189,305)	36,446	(429,380)	495,974	97,755	367,717	56,014	194,438	219,159
Net change in plan fiduciary net position	949,925	(376,144)	1,327,722	3,307,100	(1,264,927)	4,237,907	3,868,195	4,697,722	(5,366,107)	2,793,344
<b>Plan fiduciary net position - Beginning</b>	<u>20,840,371</u>	<u>21,790,296</u>	<u>21,414,152</u>	<u>22,741,874</u>	<u>26,048,974</u>	<u>24,784,047</u>	<u>29,021,954</u>	<u>32,890,149</u>	<u>37,587,871</u>	<u>32,221,764</u>
<b>Plan fiduciary net position - Ending</b>	<u>\$ 21,790,296</u>	<u>\$ 21,414,152</u>	<u>\$ 22,741,874</u>	<u>\$ 26,048,974</u>	<u>\$ 24,784,047</u>	<u>\$ 29,021,954</u>	<u>\$ 32,890,149</u>	<u>\$ 37,587,871</u>	<u>\$ 32,221,764</u>	<u>\$ 35,015,108</u>
<b>Net pension liability / (asset)</b>	<u>\$ 3,952,786</u>	<u>\$ 5,473,886</u>	<u>\$ 5,619,505</u>	<u>\$ 2,401,731</u>	<u>\$ 5,692,270</u>	<u>\$ 3,015,428</u>	<u>\$ 26,354</u>	<u>\$ (3,307,081)</u>	<u>\$ 3,683,025</u>	<u>\$ 1,966,078</u>
Plan fiduciary net position as a percent of the TPL	84.65%	79.64%	80.19%	91.56%	81.32%	90.59%	99.92%	109.65%	89.74%	94.68%
Covered Valuation Payroll ("CVP")	\$ 3,666,562	\$ 3,982,329	\$ 4,356,607	\$ 4,382,951	\$ 4,297,932	\$ 4,370,100	\$ 3,865,822	\$ 3,856,744	\$ 4,335,294	\$ 4,667,676
Net pension liability as a % of CVP	107.81%	137.45%	128.99%	54.80%	132.44%	69.00%	0.68%	-85.75%	84.95%	42.12%

See Independent Auditors' Report

**Mt. Prospect Park District  
General Fund  
Budgetary Comparison Schedule  
Schedule of Revenues, Expenditures, and Changes in Fund Balance  
For the Year Ended December 31, 2024**

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance</u>
	<u>Final</u>	<u>Original/Final</u>		<u>Over (Under)</u>
	<u>Appropriation</u>	<u>Budget</u>		<u>Budget</u>
<b>Revenues</b>				
Property Taxes		\$ 2,703,433	\$ 2,749,476	\$ 46,043
Replacement Taxes		168,333	75,664	(92,669)
Rentals		84,507	90,944	6,437
Investment Income		1,500	362,534	361,034
Miscellaneous		156,174	179,135	22,961
<b>Total Revenues</b>		<u>3,113,947</u>	<u>3,457,753</u>	<u>343,806</u>
<b>Expenditures</b>				
Current				
General Government				
Personnel Services	\$ 1,770,741	1,609,768	1,494,732	115,036
Employee Fringe Benefits	502,179	456,526	443,873	12,653
Contractual Services	544,150	494,680	431,975	62,705
Commodities	327,800	297,999	272,352	25,647
Utilities	257,602	234,183	231,512	2,671
<b>Total Expenditures</b>	<u>\$ 3,402,472</u>	<u>3,093,156</u>	<u>2,874,444</u>	<u>218,712</u>
<b>Net Change in Fund Balance</b>		<u>\$ 20,791</u>	583,309	<u>\$ 562,518</u>
<b>Fund Balance,</b>				
Beginning of Year			<u>2,795,926</u>	
End of Year			<u>\$ 3,379,235</u>	

**Mt. Prospect Park District  
Recreation Fund  
Budgetary Comparison Schedule  
Schedule of Revenues, Expenditures, and Changes in Fund Balance  
For the Year Ended December 31, 2024**

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance</u>
	<u>Final Appropriation</u>	<u>Original/Final Budget</u>		<u>Over (Under) Budget</u>
<b>Revenues</b>				
Property Taxes		\$ 1,723,808	\$ 1,720,161	\$ (3,647)
Replacement Taxes		336,667	204,572	(132,095)
Fees and Admissions		5,717,611	6,238,049	520,438
Sales		76,473	91,444	14,971
Rentals		752,916	899,105	146,189
Grants and Donations		21,000	18,234	(2,766)
Miscellaneous		0	12	12
<b>Total Revenues</b>		<u>8,628,475</u>	<u>9,171,577</u>	<u>543,102</u>
<b>Expenditures</b>				
Current				
Recreation				
Personnel Services	\$ 5,456,058	4,960,057	4,632,255	327,802
Employee Fringe Benefits	1,003,990	912,717	826,247	86,470
Contractual Services	1,200,965	1,091,784	999,962	91,822
Commodities	1,106,539	1,005,944	949,416	56,528
Utilities	638,082	580,074	598,251	(18,177)
Other	5,720	5,200	8,170	(2,970)
<b>Total Expenditures</b>	<u>\$ 9,411,354</u>	<u>8,555,776</u>	<u>8,014,301</u>	<u>541,475</u>
<b>Net Change in Fund Balance</b>		<u>\$ 72,699</u>	<u>1,157,276</u>	<u>\$ 1,084,577</u>
<b>Fund Balance,</b>				
<b>Beginning of Year</b>			<u>6,946,794</u>	
<b>End of Year</b>			<u>\$ 8,104,070</u>	

# MEMORANDUM



**To:** Board of Park Commissioners  
**From:** Jim Jarog, Executive Director  
**C:** Tom Hoffman, Park District Attorney  
**Date:** June 18, 2025  
**Re:** Melas - Meadows Pedestrian Bridge Update and IGA Approval

**Summary and Background:**

Previously, at the July 17th, 2024 Regular Board meeting, Sean Dorsey, Director of Public Works, Matt Lawrie, Village Engineer and representatives from the Ciorba Engineering Group for the Village of Mount Prospect provided an update to our Board regarding the Village's longstanding efforts to bring forth the Melas - Meadows pedestrian bridge to the citizens of Mount Prospect.

At the conclusion of the July 17th, 2024 presentation, the Board authorized District staff to work with the Village to develop the Intergovernmental Agreement (IGA), which is now being brought forth for the Board's consideration. The IGA between the Village of Mount Prospect and the Mt. Prospect Park District is necessary to allow the bridge landing points to exist on Park District owned and leased property. If approved, the proposed IGA would allow the Village to proceed with the future construction of the Melas - Meadows pedestrian bridge.

The proposed project would allow for the safe passage of pedestrian traffic between Melas and Meadows parks by means of an elevated pedestrian bridge. The bridge would allow for an ADA accessible route of travel over the Union Pacific railroad tracks as well as Northwest Highway (Route 14), eliminating the need for users of the two parks to traverse the three railway tracks and a high traffic four lane divided highway.

The Village has been successful in acquiring the majority of the necessary funding through various grants. This funding would cover approximately 80% of the cost of the proposed project. The Park District has not been asked nor committed any funding towards this project. The proposed project timeline is as follows: Bidding fall of 2025, construction to commence spring of 2026, substantial completion anticipated by the end of 2026.

Sean Dorsey, Director of Public Works for the Village of Mount Prospect is with us tonight to answer any questions the Board may have.

**Documents Attached:**

Melas - Meadows IGA Exhibit and Attachments

**Recommendation:**

***I MOVE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF MOUNT PROSPECT, WHICH WOULD ALLOW FOR THE CONSTRUCTION OF THE MELAS TO MEADOWS BRIDGE BETWEEN MELAS AND MEADOWS PARKS***

## INTERGOVERNMENTAL AGREEMENT

**This Intergovernmental Agreement** (the "Agreement") is made and entered into by and between the Village of Mount Prospect ("the Village"), an Illinois municipal corporation and the Mt. Prospect Park District ("the Park District"), an Illinois municipal corporation (collectively "the Parties").

### RECITALS

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate amongst themselves in any manner not prohibited by law or ordinance; and

**WHEREAS**, the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize and encourage intergovernmental cooperation; and

**WHEREAS**, the Parties are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into an intergovernmental agreement; and

**WHEREAS**, the Metropolitan Water Reclamation District of Greater Chicago (the MWRDGC) owns the property commonly known as Melas Park located at 1500 West Central Road, Mount Prospect, Illinois, and legally described as follows:

That part of Section 33, Township 42 North, Range 11 East of the Third Principal Meridian described as follows:

Beginning at the northeast corner of Lot 2 in MELAS RESUBDIVISION recorded as Document 87420862 on July 30, 1987; thence North 89° 31' 08" West (assumed bearing), 752.64 feet along the north line of said Lot 2, also being the south line of Lot 1 in said MELAS RESUBDIVISION, to the northwest corner of said Lot 2; thence North 0° 21' 37" East, 1,466.73 feet along the west line of said Lot 1 to the northwest corner of said Lot 1; thence South 89° 27' 54" East, 1,250.86 feet along the north line of said lot 1 and along the south line of the north half of the Northeast Quarter of the Southwest Quarter of the aforesaid Section 33, to the southeast corner of the West half of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 33; thence North 0° 21' 58" East, 186.36 feet along the East line of said West half of the Northeast Quarter of the Northeast Quarter to a point on the Southwesterly Right of Way line of the Union Pacific Railroad; thence South 59° 04' 04" East, 383.20 feet along said Southwesterly line to a point on the East line of the Southwest Quarter of the aforesaid Section 33; thence South 0° 22' 04" West along said East line, 19.15 feet; thence South 59° 04' 04" East along the Southwesterly line of the Union Pacific Railroad 218.64 feet; thence South 0° 22' 04" West, 1,591.16 feet along the west line of DiMucci's RESUBDIVISION recorded as Document 20733147 on January 20, 1969 and along the west line of the FIRST ADDITION TO CENTRALWOOD recorded as Document 10455025 on August 14, 1929 to a point 250.00 feet north of the south line of the aforesaid Section 33, thence North 89° 29' 54" West, 250.00 feet along a line 250.00 feet north of and parallel with the south line of the aforesaid Section 33, to the northwest corner of ARLINGTON CLUB BEVERAGE COMPANY SUBDIVISION, recorded as Document 24774845 on December 21, 1978; thence South 0° 22' 04" West, 200.00 feet along the west line of said subdivision to the southwest corner of said ARLINGTON CLUB BEVERAGE COMPANY SUBDIVISION; thence North 89° 31' 09" West, 766.06 feet along the north Right of Way line of Central Road to a corner of Lot 1 in MELAS RESUBDIVISION; thence North 0° 20' 46" East,

463.33 feet along Lot line of said Lot 1 to the point of beginning, all being in Cook County, Illinois; and

**WHEREAS** the Park District owns, maintains and operates Meadows Park located at 1401 West Gregory Street, Mount Prospect, Illinois, and legally described as follows:

LOTS 33 THROUGH 37, BOTH INCLUSIVE, LOTS 44 THROUGH 53, BOTH INCLUSIVE, LOTS 55 THROUGH 64, BOTH INCLUSIVE AND LOTS 65 THROUGH 71, BOTH INCLUSIVE, ALL IN H. ROY BERRY COMPANY'S NORTHWEST HEIGHTS, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 17, 1926 AS DOCUMENT NUMBER 294623 IN COOK COUNTY, ILLINOIS; ALSO THAT PART OF THE NORTH HALF OF VACATED ISABELLA STREET LYING WEST OF THE EAST LINE OF LOT 37 AND ITS SOUTHERLY EXTENSION AND LYING EAST OF THE WEST LINE OF LOT 64 AND ITS SOUTHERLY EXTENSION, PER PLAT OF VACATION RECORDED AS DOCUMENT NUMBER 24422315; ALSO THAT PART OF EVANSTON AVENUE LYING SOUTH OF THE NORTH LINE OF SAID LOT 33 AND ITS WESTERLY EXTENSION AND LYING NORTH OF THE NORTH LINE OF SAID VACATED ISABELLA STREET; ALSO THAT PART OF RAMMER AVENUE LYING SOUTH OF THE NORTH LINE OF SAID LOT 49 AND ITS WESTERLY EXTENSION AND LYING NORTH OF THE NORTH LINE OF SAID VACATED ISABELLA STREET; ALSO THAT PART OF DAVIDSON AVENUE LYING SOUTH OF THE NORTH LINE OF SAID LOT 60 AND ITS WESTERLY EXTENSION AND LYING NORTH OF THAT PART OF VACATED DAVIDSON AVENUE PER DOCUMENT 22614357 RECORDED JANUARY 31, 1974; ALSO THAT PART OF SAID VACATED DAVIDSON AVENUE NOT LYING WITHIN LOT 1 OF HAFER'S RESUBDIVISION, RECORDED JUNE 19, 1974 AS DOCUMENT LR2758763; ALSO THE NORTHERLY HALF OF THE ALLEY VACATED BY PLAT OF VACATION RECORDED JANUARY 31, 1974 AS DOCUMENT 22614357; ALSO THE NORTHERLY HALF OF THE ALLEY LYING WEST OF THAT PART OF SAID ALLEY VACATED BY DOCUMENT 22614357 AND SOUTHERLY OF SAID LOTS 65 AND 71, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 14.5121 ACRES.

ALSO,  
THE SOUTH 1/2 OF VACATED ISABELLA STREET LYING NORTH OF AND ADJOINING THE NORTH 60.00 FEET OF THE EAST 132.07 FEET OF LOT 1 IN THE MEADOWS, BEING A RESUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**WHEREAS** the Village has entered a primary lease with the MWRDGC to develop and operate Melas Park for recreational uses pursuant to the terms of the lease agreement enclosed as Attachment A; and

**WHEREAS** the Village and the Park District have entered a sub-lease agreement, a copy of which is enclosed as Attachment B, to develop and operate recreational amenities on and in the eastern portion of Melas Park; and

**WHEREAS** the Village seeks to construct a Pedestrian and Bicyclist Bridge over U.S. Route 14 (Northwest Highway) and the Union Pacific Railroad right-of-way connecting Meadows Park and Melas Park; and

**WHEREAS** the Park District Board and staff have expressed support for constructing a Pedestrian and Bicyclist Bridge over U.S. Route 14 (Northwest Highway) and the Union Pacific Railroad right-of-way connecting Meadows Park and Meadows Park; and

**WHEREAS** the cost for the proposed Pedestrian and Bicyclist Bridge is estimated to be approximately \$9 million; and

**WHEREAS** the Village agrees to fund and the Park District agrees to allow the Village to utilize its owned property at Meadows Park and leased property at Melas Park to construct, operate, and maintain a Pedestrian and Bicyclist Bridge over Northwest Highway and the Union Pacific Railroad right-of-way in accordance with this Agreement.

**NOW, THEREFORE**, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the Parties hereto agree as follows:

### **Section 1. Incorporation of Recitals.**

The above recitals are incorporated into this Agreement as if fully set forth herein.

### **Section 2. Definitions**

Section 2.1. "A Pedestrian and Bicyclist Bridge" for purposes of this Agreement shall mean those improvements which are necessary to construct, operate, and maintain a bridge that conveys pedestrians and bicyclists over U.S. Route 14 (Northwest Highway) and the Union Pacific Railroad right-of-way and connecting Meadows Park to Melas Park. Said improvements include, but are not limited to, ramps and bridge approaches, stairs, jogging path modifications, piers and foundations, lighting, landscaping, grading, drainage, fencing, and utilities, as well as the main span.

### **Section 3. Scope of the Agreement.**

Section 3.1. The Agreement will cover the construction of a Pedestrian and Bicyclist Bridge that connects Meadows Park and Melas Park by spanning U.S. Route 14 (Northwest Highway) and the Union Pacific Railroad right-of-way.

Section 3.2. The proposed Pedestrian and Bicyclist Bridge improvements are conceptually represented in Attachment C and made a part hereof.

Section 3.3. The Village agrees that it shall avail the Park District with the ability to review and approve the plans and specifications for the construction of the Pedestrian and Bicyclist Bridge provided for in this Section 2 of this Agreement. The Park District agrees it will review such plans and specifications within sixty (60) days of its receipt of same. If the Park District fails to review such plans and specifications within this 60-day time frame and advise the Village regarding its acceptance or rejection of such plans and specifications, such plans and specifications shall be deemed approved by the Park District. Approval of such plans and specifications shall not be unreasonably withheld.

#### **Section 4. Anticipated Project Schedule.**

Section 4.1. The proposed construction of the Pedestrian and Bicyclist Bridge is anticipated to commence in the Spring of 2026 with most of the construction completed in one (1) construction season. Substantial completion of the Improvements is anticipated by the end of 2026.

Section 4.3. The Village and the Park District agree that this proposed schedule is tentative and could be altered based upon permitting delays, bid results, availability of contractors, material delivery, and/or availability of funding. In the event of a schedule change, the Village and the Park District agree to work together to modify the schedule in a manner that will result in expedient construction of the Pedestrian and Bicyclist Bridge.

Section 4.4. The Park District shall designate a representative for the Pedestrian and Bicyclist Bridge project. The Park District representative shall be invited and permitted to attend and participate in all design, pre-construction and construction progress meetings and shall be permitted to observe the construction work in progress.

Section 4.5. If it is necessary to demolish any Park District facilities to fully implement the approved plans, the Village shall be responsible for the cost of such demolition/site preparation. It is agreed that the Park District will be given reasonable notice which shall not be less than fifteen (15) business days in advance of such action by the Village in the event the Park District desires to salvage any fixtures from the site.

Section 4.7. The Village shall be permitted reasonable access to Meadows Park for the purpose of designing, constructing and maintaining the improvements set forth in Section 2. Upon providing reasonable written notice, not less than five (5) business days, the Village also shall be permitted, upon the same notice and provision terms, to access Meadows Park and Melas Park for the purpose of performing soil borings and other due diligence testing as may reasonably be required by the Village. It shall be the responsibility of the Village to repair any damage to the parks resulting from such activity. Any such damage shall be repaired within 30 days or within a longer time frame as mutually agreed to by both the Village and the Park District.

Section 4.8. The Village shall constrain construction and staging activities to areas of Meadows Park so designated by the Park District. Furthermore, the Village agrees to conduct construction activities in a manner that does not impact pool operations at Meadows Park. In addition, the Village also agrees to conduct construction activities in a manner that minimizes impacts on programmed Park District activities in Meadows Park.

#### **Section 5. Handling and Disposal of Environmental Contamination and Hazardous Materials**

Section 5.1. It is agreed by both parties that if during the construction of the Improvements, or at any time prior to such construction, the Village discovers environmental contamination or hazardous materials on Park District property, the Village shall handle and dispose of such materials pursuant to State law and at its own expense. The Park District, as the owner of the property, shall fully cooperate with the Village regarding any environmental

remediation. This includes, but is not limited to, execution of any documents regarding environmental remediation.

### **Section 6. Role of the Parties.**

Section 6.1. For the proposed Pedestrian and Bicyclist Bridge improvements at Melas Park, the Village shall:

- a. Assume sole and exclusive responsibility for the design and construction of proposed Pedestrian and Bicyclist Bridge improvements.
- b. Agree and affirm full responsibility for the maintenance and operation of the Pedestrian and Bicyclist Bridge, in perpetuity. Any damage to the Pedestrian and Bicyclist Bridge shall be reported to the Village by the Park District within a reasonable period after it is discovered by the Park District after which the Village shall be provided a reasonable period to make such repairs as are deemed necessary.
- c. Agree and affirm that maintenance shall not include routine landscaping and lawn mowing but shall include snow and ice control on the main span, stairs, and bridge ramps.
- d. Procure, construct, and pay for the Pedestrian and Bicyclist Bridge improvements.

Section 6.2. For the proposed Improvements at Melas Park, the Park District shall:

- a. Retain sole and exclusive responsibility for the maintenance and operation of its owned recreational improvements as well as other hardscape, turf, and landscaping improvements owned or installed by the Park District.

Section 6.3. For the proposed Pedestrian and Bicyclist Bridge improvements at Meadows Park, the Village shall:

- a. Assume sole and exclusive responsibility for the design and construction of proposed Pedestrian and Bicyclist Bridge improvements.
- b. Agree and affirm full responsibility for the maintenance and operation of the Pedestrian and Bicyclist Bridge, in perpetuity. Any damage to the Pedestrian and Bicyclist Bridge shall be reported to the Village by the Park District within a reasonable period after it is discovered by the Park District after which the Village shall be provided a reasonable period to make such repairs as are deemed necessary.
- c. Agree and affirm that maintenance shall not include routine landscaping and lawn mowing but shall include snow and ice control on the main span, stairs, and bridge ramps.
- d. Procure, construct, and pay for the Pedestrian and Bicyclist Bridge improvements.

Section 6.4. For the proposed Pedestrian and Bicyclist Bridge improvements at Meadows Park, the Park District shall:

- a. Grant necessary easements to the Village, so that the Village may design, construct, and maintain the Pedestrian and Bicyclist Bridge improvements (see Attachment D).
- b. Retain sole and exclusive responsibility for the maintenance and operation of its owned recreational improvements as well as other hardscape, turf, and landscaping improvements owned or installed by the Park District.

Section 6.5. If at any time after construction of any of the Pedestrian and Bicyclist Bridge improvements, the Park District desires to make modifications to existing facilities or install additional facilities on property owned by the Park District for which the Village has been granted a permanent easement under this Agreement, the Park District shall provide the Village prior notice of such modification prior to any work being conducted. Similarly, if at any time after construction of any of the Pedestrian and Bicyclist Bridge improvements, the Village desires to make modifications to existing facilities or install additional facilities in the same area of the easement, notice shall be provided to the Park District prior to any work being constructed. It is agreed by both Parties that neither the Village nor the Park District will construct or modify any improvements in a manner that will interfere with the operation or maintenance of the Improvements.

Section 6.6. Each of the parties is a key stakeholder that will be included throughout the process and will have the ability to provide input in the project decisions.

### **Section 7. Default; Termination.**

In the event that the Park District fails to fulfill its role in the Pedestrian and Bicycle Bridge improvements project, the Village shall give written notice of said failure and its intention to declare the Park District in default. Within ten (10) days of receipt of said notice, the Park District shall cure the default or make arrangements, satisfactory to Village, for its correction. If the Park District fails to cure the default within that time period, the Park District may be declared in default by Village. Upon declaring the Park District in default by written notice, the Village may terminate the Agreement and the Village's obligations and responsibilities to the Park District as set forth in this Agreement shall cease. In the event that the Village fails to fulfill its role in the Pedestrian and Bicycle Bridge improvements project, the Park District shall give written notice of said failure and its intention to declare the Village in default. Within ten (10) days of receipt of said notice, the Village shall cure the default or make arrangements, satisfactory to the Park District, for its correction. If the Village fails to cure the default within that time period, the Village may be declared in default by the Park District. Upon declaring the Village in default by written notice, the Park District may terminate the Agreement and the Park District's obligations and responsibilities to the Village as set forth in this Agreement shall cease.

### **Section 8. General Provisions.**

Section 8.1. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois.

Section 8.2. This Agreement may not be altered, modified or amended except by a written instrument signed by all Parties. Provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

Section 8.3. Unless otherwise specified, any notices, demands or requests required under this Agreement must be given in writing at the addresses set forth below by any of the following means: personal service, overnight courier or first-class mail.

Section 8.4. At all times while this Agreement remains in effect, each party shall procure adequate insurance and/or self-insurance to protect itself, its officers, employees and agents from any liability for bodily injury, death, and property damage in connection with the Improvements covered by this Agreement.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

- 8.4.a. Comprehensive general liability, with a general aggregate of \$3,000,000.00 and \$1,000,000.00 for each occurrence.
- 8.4.b. Workman's compensation insurance in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all applicable employees pursuant to this Agreement.
- 8.4.c. Comprehensive automobile liability, with coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage, with a combined single limit coverage of \$1,000,000.00.
- 8.4.d. Each Party and its officers, employees and agents shall be named as additional non-contributory co-insureds on all the other Party's insurance policies, except Workman's Compensation, during the entire term of this Agreement. Said policies shall not be allowed to expire or be cancelled, nor shall said coverages be reduced, without fourteen (14) days prior written notice to the other Party.
- 8.4.e. Each Party understands and agrees that any insurance protection required by this Agreement or otherwise provided by that Party, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the other Party and its officers, employees and agents as herein provided.
- 8.4.f. Each Party shall require any contractor performing any work on Property subject to this Agreement to carry liability insurance and name the other Party as an additional non-contributory co-insured under such policies. The first Party shall furnish copies of certificates of insurance evidencing coverage for any contractor performing any such work to the other Party.

Section 8.5. The Village may in its sole discretion and prior to the construction of the Pedestrian and Bicyclist Bridge declare this Agreement null and void by sending the appropriate notice hereunder. The Park District may in its discretion, and prior to the Village incurring costs

for construction of the Pedestrian and Bicyclist Bridge declare this Agreement null and void by sending the appropriate notice hereunder.

Section 8.6. This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, covenants, arrangements, understandings, communications, representations or warranties whether oral or written by any officer, representative, agent or employee of either the Village or the Park District as relates to the construction of a Pedestrian and Bicyclist Bridge. This Agreement shall inure to the benefit of all successors and assigns of the parties hereto.

TO THE VILLAGE OF MOUNT PROSPECT:

Village Manager  
Village of Mount Prospect  
50 South Emerson Street  
Mount Prospect, Illinois 60056

TO THE MT. PROSPECT PARK DISTRICT:

Executive Director  
Mt. Prospect Park District  
1000 West Central Road  
Mount Prospect, Illinois 60056

Section 8.7 The Village shall indemnify, hold harmless and defend the Park District and its officers, employees and agents for and against all injuries, deaths, losses, damages, including property damage, claims, suits, liabilities, judgments, costs and expenses, including reasonable attorneys' fees, which may in any way accrue against the Park District and its officers, employees and agents as a consequence of the acts or omissions of the Village's officers, employees, agents and independent contractors pursuant to this Agreement, and the Village shall, at its own expense, appear, defend and pay all charges of attorneys' fees and costs and other expenses. The Park District shall indemnify, hold harmless and defend the Village and its officers, employees and agents for and against all injuries, deaths, losses, damages, including property damages, claims, suits, liabilities, judgments, costs and expenses, including reasonable attorneys' fees, which may in any way accrue against the Village and its officers, employees and agents as a consequence of the acts or omissions of the Park District's officers, employees, agents and independent contractors pursuant to this Agreement, and the Park District shall, at its own expense, appear, defend and pay all charges of attorneys' fees and costs and other expenses.

A Party shall provide notice to the other Party pursuant to Section 8.6 of this Agreement in the event that any person or entity shall in any way provide notice to the Party of any claim or demand pursuant to this Agreement from which the other Party shall be obligated to indemnify, hold harmless and defend the Party pursuant to this Section.

Nothing in this Agreement shall be construed as prohibiting the Village or the Park District, and their officers, employees and agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them arising out of the performance of this Agreement.

Section 8.8. This Agreement constitutes the entire agreement between the Parties, merges all discussion between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitments and writing with respect to such subject matter hereof. This Agreement sets forth the Parties' understanding as to how the Improvements described herein will be carried out going forward. It should not be construed as irrevocably committing Parties to undertaking and completing the Improvements. Notwithstanding anything to the contrary above, should the Village decide to terminate this Agreement at any time after work on the proposed Pedestrian and Bicyclist Bridge project has begun, the Village agrees to repair/replace/restore Meadows Park and/or Melas Park to the same condition as they existed prior to the start of work on the Pedestrian and Bicyclist Bridge. The cost of such repair/replacement/restoration work shall be paid for by and be the sole responsibility of the Village.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their respective officials on the dates as shown.

VILLAGE OF MOUNT PROSPECT

MT PROSPECT PARK DISTRICT

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

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

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

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

Attachment A | MWRDGC and Village of Mount Prospect  
Master Lease Agreement for Melas Park

Village of Mount Prospect  
Melas Park, L-123  
10 NE 012  
REV. 06/7/12

**LEASE AGREEMENT  
(Governmental Form)**

THIS INDENTURE, made this 5th day of April 2012, by and between the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a municipal corporation organized and existing under the laws of the State of Illinois, with principal offices at 100 East Erie Street, Chicago, Illinois 60611 (hereinafter designated the "Lessor"), and THE VILLAGE OF MOUNT PROSPECT a body corporate and politic organized and existing under the laws of the State of Illinois, with principal offices at 50 South Emerson Street, Mount Prospect, Illinois, 60056 (hereinafter designated the "Lessee").

WITNESSETH THAT:

**ARTICLE ONE**

**1.01 DEMISED PREMISES**

The Lessor for and in consideration of the rents hereinafter reserved and of the covenants and agreements hereinafter contained, does hereby demise and lease unto said Lessee all of the Demised Premises legally described in Exhibit "A" which is attached hereto and made a part hereof and depicted in the in the plat of survey marked Exhibit "B" which is attached hereto and made a part hereof located in the County of Cook and State of Illinois for public or public recreation purposes, as more specifically described in Article Three, Paragraph 3.07 hereof, pursuant to 70 ILCS 2605/8 and 8c consisting of approximately 70 acres of improved real estate and commonly known as:

70 acres of Lessor's real estate located at the Mount Prospect Retention Reservoir site located at ~~1000~~ West Central Road, in Mount Prospect, Illinois and known as Melas Park.

1500  
(M&A)  
SM

**1.02 TERM OF LEASE**

The term of this Lease is 39 years, beginning on the 1st day of June, A.D., 2012, and ending on the 31<sup>st</sup> day of May, A.D. 2051, unless said term shall be sooner ended under the provisions hereof.

ANYTHING CONTAINED IN THIS LEASE TO THE CONTRARY NOTWITHSTANDING, THIS LEASE IS TERMINABLE BY LESSOR IN ACCORDANCE WITH SERVICE UPON LESSEE OF A ONE-YEAR NOTICE TO TERMINATE AFTER DETERMINATION BY THE BOARD OF COMMISSIONERS AND EXECUTIVE DIRECTOR OF LESSOR THAT THE DEMISED PREMISES (OR PART THEREOF) HAS BECOME ESSENTIAL TO THE CORPORATE PURPOSES OF THE LESSOR. IN SUCH EVENT, ANY RENT DUE SHALL BE ABATED IN DIRECT PROPORTION TO THE AREA RECOVERED HEREUNDER AS COMPARED TO THE AREA OF THE ORIGINAL LEASEHOLD.

**1.03 LEASE EXECUTED BY LESSOR WITHOUT WARRANTIES**

It is expressly covenanted and agreed by the parties hereto that the Lessor executes and delivers this Lease without representation or warranties concerning Lessor's title to the premises and authority to execute this Lease and building and zoning laws affecting the demised premises. The Lessee has examined the title to the premises and Lessor's authority to enter into this Lease and is satisfied therewith. Lessee has further examined the building and zoning laws concerning the demised premises and is satisfied that it may construct such improvements as it deems necessary in connection with its proposed use of the Demised Premises of this Lease and

that said Lessee may use the demised premises in accordance with the uses provided for in Section 3.07 of this Lease:

- A. In the event on the date hereof or any time hereafter, the building and zoning laws do not permit the use set forth in Section 3.07 hereof or the construction set forth in Section 6.01 hereof, the Lessee agrees, at its own expense within one (1) year of the date of this Lease, to take such action as may be necessary to obtain such zoning change and building permits or to obtain Lessor's approval of a different use or improvement which is permitted under the zoning laws/building codes;
- B. The failure of the Lessee to obtain such zoning change as may be necessary and/or such building permit within one (1) year of the date of this Lease, shall be cause for immediate cancellation of this Lease, at the option of the Lessor, provided, however, in this event, all rents due or coming due hereunder shall abate as of the date of the cancellation of this Lease pursuant to this subsection.

#### 1.04 EFFECT OF CONDEMNATION OF DEMISED PREMISES

It is expressly covenanted by the parties hereto that in the event of any condemnation of the Premises herein leased, of the Demised Premises herein granted, or any part thereof, the entire condemnation award shall be the sole property of the Lessor, except for the actual value of the improvements made by Lessee during this Lease as of the date of the final judgment order in said condemnation proceedings; that Lessee shall be entitled only to a decrease in the rent reserved by percentage in relation to the whole tract to the part taken; and in the event the whole tract is taken or so much of the tract is taken as to prohibit the operation or use of the Demised Premises by Lessee for the purpose set forth in Section 3.07 hereof on the portion remaining impracticable, the Lessee shall be entitled to the cancellation of this Lease.

### ARTICLE TWO

#### 2.01 RENT AND ADDITIONAL COMPENSATION

The Lessee covenants and agrees, in consideration of the leasing of the Premises aforesaid, to pay to the Lessor as rent for the said Demised Premises:

- A. **BASIC ANNUAL RENTAL PAYMENT:** During the term of this Lease, the annual rental shall be TEN AND NO/100 DOLLARS (10.00) per annum, due and payable on June 1, 2012, and every June 1<sup>st</sup> thereafter during the term of this Lease.

- D. **ADDITIONAL COMPENSATION**

Cash: In addition to the foregoing cash rent to be paid by Lessee to Lessor, Lessee shall pay in cash to Lessor twenty-five percent (25%) of the gross revenues generated by Lessee's use of or activities on the Demised Premises, less the amortized expenses of any improvements that Lessee shall make to or upon the Demised Premises, less the expense incurred by Lessee to maintain and operate the Demise Premises, and less any bond repayments used to finance any improvements to the Demise Premises.

On each anniversary of the effective date of this Lease, Lessee shall furnish to Lessor an audited and certified statement of all items of income attributable to Lessee's use of the Demised Premises and simultaneously remit its check to Lessor in an amount equal to the aforesaid percentage

multiplied by the audited and certified statement for that one-year period. All such audited and certified statements shall be subject to confirmation by Lessor. Lessee shall furnish all original books and records or certified copies thereof necessary to confirm such statements, upon reasonable demand by Lessor, at no cost to Lessor.

- E. In addition, the Lessee shall pay all administrative and legal costs incurred by the Lessor in collecting any arrearage in rent including but not limited to payment for legal work for the preparation of lawsuits and for the issuance of notices.

### **ARTICLE THREE**

#### **GENERAL PROVISIONS**

##### **3.01 INTEREST ON RENT NOT PAID WHEN DUE**

Lessee agrees that any and all installments of rent accruing under the provisions of this Lease, which shall not be paid when due, shall, subject to any applicable limitation imposed by State statute, bear interest at the rate of two percent (2%) per annum in excess of the prime rate charged by a principal bank in Chicago, Illinois, to its commercial borrowers as determined on the first date of a delinquency from the day when the same is or are payable by the terms of this Lease, until the same shall be paid; provided if any installment or installments of said rent shall become due on a Sunday or legal holiday the same shall be paid without interest on the next succeeding regular business day.

##### **3.02 RENT RESERVED TO BE LIENS ON ALL BUILDINGS, ETC. ERECTED ON DEMISED PREMISES**

It is agreed by Lessee that the whole amount of rent reserved and agreed to be paid for the Demised Premises and each and every installment thereof shall be and is hereby declared to be a valid lien upon all buildings and other improvements on the Demised Premises or that may at any time be erected, placed or put on the Demised Premises by the Lessee and upon the interest of said Lessee in this Lease and in the Demised Premises hereby leased.

##### **3.03 FORCIBLE COLLECTION OF RENT BY LESSOR NOT TO AFFECT RELEASE OF OBLIGATIONS**

It is expressly understood and agreed that the forcible collections of the rent by any legal proceedings or otherwise by the Lessor or any other action taken by Lessor under any of the provisions hereof, except a specific termination or forfeiture of this Lease, shall not be considered as releasing the Lessee from its obligation to pay the rent as herein provided for the entire period of this Lease.

##### **3.04 WAIVER OF RIGHT OF COUNTERCLAIM**

In the event Lessor commences any legal proceedings for non-payment of rent, forcible detainer or violation of any of the terms hereof, Lessee will not interpose any set off of any nature or description in any such proceedings.

##### **3.05 RIGHT OF LESSOR TO RE-ENTER DEMISED PREMISES UPON EXPIRATION OF NOTICE**

It is understood and agreed by and between the parties hereto that if the Lessee shall default in the payment of any of the rent herein provided for upon the day the same becomes due and payable, and such default shall continue for thirty (30) days after notice thereof in writing given by the Lessor or its agent or attorney to the Lessee in the manner hereinafter provided, or in case the Lessee shall default in or fail to perform and carry out any of the other

covenants and conditions herein contained, and such default or failure shall continue for ninety (90) days after notice thereof and provided that Lessee has not initiated corrective action with respect to the default which is the subject of said notice within the initial thirty (30) days of said notice in writing given in like manner, then and in any and either of such events, it shall and may be lawful for the Lessor, at its election, at or after the expiration of said thirty (30) days or said ninety (90) days (as the case may be) after the giving of said notice to declare said term ended, either with or without process of law, to re-enter, to expel, remove, and put out the Lessee or any other person or persons occupying the Demised Premises, using such force as may be necessary in so doing, and repossess and restore Lessor to its first and former estate, and to distrain for any rent that may be due thereon upon any of the property of the Lessee located on the Demised Premises, whether the same shall be exempt from execution and distress by law or not; and the Lessee, for itself and its assigns, in that case, hereby waives all legal right, which it now has or may have, to hold or retain any such property, under any exemption laws now in force in this State, or any such property, under any exemption laws now in force in this State, or in any other way; meaning and intending hereby to give the Lessor, its successors and assigns, a valid lien upon any and all the goods, chattels or other property of the Lessee located on the Demised Premises as security for the payment of said rent in a manner aforesaid. And if at the same time said term shall be ended at such election of the Lessor, its successors or assigns, or in any other way, the Lessee for itself and its successors and assigns, hereby covenants and agrees to surrender and deliver up said Premises and property peaceably to the Lessor, its successors or assigns, immediately upon the termination of said term as aforesaid; and if the Lessee or the successors or assigns of the Lessee shall remain in possession of the same on the day after the termination of this Lease, in any of the ways above named, it shall be deemed guilty of a forcible detainer of the Demised Premises under the statutes and shall be subject to all the conditions and provisions above named, and to eviction and removal, forcible or otherwise, with or without process of law, as above stated.

### 3.06 LESSEE TO PAY TAXES, ASSESSMENTS AND WATER RATES

As a further consideration for granting this Lease, the Lessee further covenants, promises and agrees to bear, pay and discharge (in addition to the rent specified) on or before the penalty date, all water rates, taxes, charges for revenue and otherwise, assessments and levies, general and special, ordinary and extraordinary, of any kind whatsoever, which may be taxed charged, assessed, levied or imposed upon the Demised Premises or upon any and all of which may be assessed, levied or imposed upon the Demised Premises estate hereby created and upon the reversionary estate in said Demised Premises during the term of this Lease. Provided, however, that Lessee shall not be responsible for any such charges or amounts taxed, charged, assessed, levied or imposed attributable to the use of the Demised Premises by Lessor, or other permittees or licensees of Lessor.

And it is further understood, covenanted and agreed by the parties hereto that all of said water rates, taxes, assessments and other impositions shall be paid by said Lessee before they shall respectively become delinquent, and in any case within adequate time to prevent any judgment, sale or forfeiture. In the event real estate taxes are levied or extended with respect to the Demised Premises on the basis of improved real estate, Lessee shall deposit a sum of money equal to one hundred ten percent (110%) of each year's taxes with Lessor during the term of this Lease, to be held in reserve to secure payment of Lessee's real estate taxes. Any sums of monies in excess of the one hundred ten percent (110%) retainage held by Lessor in the reserve after the payment of the second installment of the current year's real estate taxes for the Demised Premises will be remitted to the Lessor. In the event Lessee fails to submit to the Lessor proof of payment of the real estate tax applicable to the Demised Premises property within sixty (60) days of the date said tax is due then Lessor shall after reasonable written notice apply the

escrow funds to pay the unpaid real estate taxes and any penalties and interest due thereon, without questioning or being accountable to Lessee for the correctness or legality of the same. If the amount of funds held by Lessor should not be sufficient to pay said taxes, Lessee shall remit to Lessor that additional amount necessary to pay said deficiency within thirty (30) days from the date written demand of same is made by Lessor to Lessee. Lessee's obligation to fund and maintain a balance on deposit equal to one hundred ten percent (110%) of the prior year's real estate taxes in the aforesaid reserve is a continuing obligation of Lessee during the term of this Lease.

### 3.07 USE OF DEMISED PREMISES

It is understood that the the Demised Premises are to be used by said Lessee for the sole and exclusive purpose of public recreational purposes including civic celebrations, carnivals and other purposes incidental thereto, including maintaining parking areas on the Demised Premises, constructing and maintaining a golf driving range; also, Lessee is allowed to sell alcoholic beverages for five (5) desinated adults events in each calendar year to be named by Lessee, subject to Lessee's furnishing dram shop insurance or other applicable insurance protection, with respect to such activities with policy limits, form and carrier approved by Lessor and naming Lessor, its Commissioners, officers, agents and employees as additional insureds, said insurance shall provide that said policy shall not be cancelled without twenty (20) days advance written notice thereof, in addition to any insurance provided pursuant to Section 4.03 for which the Lessor is the named insured. Lessee agrees that all proceeds above costs derived from the sale of alcoholic beverages will be applied to landscaping and to improve the park premises; and for no other purpose whatsoever.

### 3.08 PROHIBITED USES AND ACTIVITIES

Lessee specifically agrees not to use the said Demised Premises or any part thereof, or suffer them to be used for tanneries, slaughter houses, rendering establishments, or for any use of similar character or for gambling in any form, or for the conducting thereon of any business which shall be unlawful. Except as provided for in Section 3.07 of this Lease, Lessee also specifically agrees that no alcoholic beverages of any kind, shall be sold, given away or consumed with the knowledge and consent of Lessee on the Demised Premises unless this Lease is for a term of more than twenty (20) years and then only with the prior written consent of Lessor's Board of Commissioners and the furnishing of dram shop insurance or other applicable insurance protection, with respect to such activities with policy limits, form and carrier approved by Lessor and naming Lessor, its Commissioners, officers, agents and employees as additional insureds, said insurance shall provide that said policy shall not be cancelled without twenty (20) days advance written notice thereof, in addition to any insurance provided pursuant to paragraph 4.03 for which the Lessor is the named insured. Hunting and the manufacture, sale, distribution, discharge and unauthorized use of guns and firearms on the leasehold premises is expressly prohibited.

### 3.09 LESSEE TO YIELD UP DEMISED PREMISES, ETC., UPON EXPIRATION OF LEASE AND DEMOLISH ANY IMPROVEMENTS IF NOTIFIED BY LESSOR

The Lessee agrees at the expiration of the term hereby created or the termination of this Lease under the provisions hereof, to yield up said Demised Premises, together with any buildings or improvements which may be constructed or placed upon the Demised Premises, to the Lessor in as good condition as when said buildings or improvements were constructed or placed thereon, ordinary wear and tear excepted. Lessee agrees to remove any and all storage tanks from the Demised Premises which Lessee placed on the Demised Premises including above-ground and below-ground storage tanks prior to the expiration of the Lease. Lessee agrees to remove any and all asbestos contained on Demised Premises, and placed on

the Demised Premises by Lessee or any third party during the term of this Lease prior to the expiration of the Lease, including but not limited to, asbestos contained in any fixture, improvements or buildings located on the Demised Premises. On hundred twenty (120) days prior to the expiration of this Lease, Lessor will determine which, if any, improvements constructed by Lessee during the term of this Lease on the Demised Premises shall be demolished. Lessee will, upon receipt of ninety (90) days advance written notice, demolish at Lessee's sole cost and expense, the improvements identified by Lessor. Should Lessee fail to demolish the improvements after notice, Lessor will have these improvements demolished and Lessee will be required to pay all costs therefor. This requirement survives expiration or termination of this Lease Agreement.

### 3.10 FAILURE OF LESSOR TO INSIST ON PROVISIONS NO WAIVER

The Lessee covenants and agrees that if the Lessor shall one or more times waive its right to insist upon prompt and satisfactory performance according to the terms of this Lease of any of the obligations of the Lessee, no such waiver shall release the Lessee from its duty promptly and strictly to satisfy at all times after such waiver each and every obligation arising under the provisions of this Lease, and especially any of such provisions with respect to which such waiver may previously have been made by the Lessor as aforesaid; and the Lessee covenants and agrees that if the Lessor shall for any length of time waive any right or rights accruing to Lessor under the provisions of this Lease, such waiver shall be construed strictly in Lessor's favor and shall not estop Lessor to insist upon any rights, subsequently accruing to it under this Lease not in of the obligations under this Lease, no waiver by the Lessor of its right to take advantage of terms specifically waived; and the Lessee covenants and agrees that if Lessee violates any of the obligations under this Lease, no waiver by the Lessor of its right of take advantage of such violation shall estop Lessor from insisting upon its strict rights in case of and as to any subsequent violation by the Lessee of the same or any other obligation; and the Lessee covenants and agrees that this provision of this Lease shall apply especially (but not exclusively) to the right of the Lessor to require prompt payment of the rent in this Lease and that neither acceptance by the Lessor of any payment of any other unpaid installment or installments of rent, nor any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of rent or pursue any other remedy provided in this Lease.

### 3.11 VARIOUS RIGHTS, CUMULATIVE, ETC.

The Lessee agrees that the various rights and remedies of the Lessor contained in this Lease shall be construed as cumulative, and no one of them as exclusive of the other or exclusive of any rights or remedies allowed by law, and that the right given in this Lease to the Lessor to collect any additional rent, monies or payments due under the terms of this Lease by any proceedings under this Lease or the right herein given the Lessor to enforce any of the terms and provisions of this Lease, shall not in any way affect the right of the Lessor to declare this Lease terminated and the term hereby created ended, as herein provided, upon the default of the Lessee, or failure of the Lessee to perform and carry out, all of the provisions in this Lease provided to be performed and carried out by the Lessee.

### 3.12 RIGHT TO MORTGAGE DEMISED PREMISES

- A. The Lessee is hereby expressly given the right at any time and from time to time, to mortgage its interest in the Demised Premises by mortgage or trust

deed, but any such mortgage or trust deed shall in no way create any lien or encumbrance on the fee of the Demised Premises and the interest of the Lessor therein and the interest of the Lessor in any improvements which may be placed on the Demised Premises by the Lessee; and it is further mutually covenanted and agreed that the mortgagee or trustee in any such mortgage or trust deed and the holder or owner of the indebtedness secured by said mortgage or trust deed shall not become personally liable upon the covenants in the Lease unless and until it or its assignee(s) shall acquire the Demised Premises estate created by this Lease. It is further covenanted and agreed that any mortgage or trust deed must be paid in full and a duly executed and recordable release thereof issued therefor prior to the expiration of the term of said Demised Premises.

- B. **DEMISED PREMISES MORTGAGEE - TAX ESCROW:** If any Demised Premises Mortgagee while the holder of any Leasehold Mortgage with respect to the Demised Premises shall require Lessee to deposit with such Demised Premises Mortgagee the amounts necessary to pay the general real estate taxes and/or special assessments against the Demised Premises pursuant to paragraph 3.06 hereof, Lessee may make such deposits directly with said Mortgagee, provided, however, that such Demised Premises Mortgagee or Lessee shall notify Lessor of said requirement in advance of Lessee's making the first such deposit and Lessee or Lessee's Mortgagee documents to Lessor's satisfaction the fact of the establishment and annual maintenance of the required escrow deposits hereunder. In any event, where Lessee is required to deposit with the Demised Premises Mortgagee the amounts necessary to pay the general real estate taxes and/or special assessments, the same to be paid as and when the same become due and payable, and the Lessee shall cause to be delivered to Lessor the receipted bills or photostatic copies thereof showing such payment within thirty (30) days after such receipted bills shall have been received by Lessee.

### 3.13 DISCLOSURE OF LEASE TO COUNTY TAX ASSESSOR

Within thirty (30) days from the effective date of this Lease, Lessee shall deliver to the Assessor of the County in which the Demised Premises is situated a copy of this Lease so that said Assessor can take such steps as he determines necessary to subject the interest of the Lessee to general real estate taxation.

### 3.14 NO NUISANCE PERMITTED

The Lessee covenants and agrees not to maintain any nuisance on the Demised Premises or permit any noxious odors to emanate from the Demised Premises which shall be in any manner injurious to or endanger the health, safety and comfort of the persons residing or being in the vicinity of the Demised Premises.

### 3.15 DEMISED PREMISES TO REMAIN CLEAN AND SANITARY

The Lessee covenants and agrees to keep the Demised Premises in a clean and sanitary condition in accordance with all applicable laws, ordinances, statutes and regulations of the county, city, village, town or municipality (wherein the Demised Premises are located), the State

of Illinois, the United States of America, and the Metropolitan Water Reclamation District of Greater Chicago.

### 3.16 LESSEE SHALL ABIDE BY LAW

The Lessee covenants and agrees that it shall abide by any and all applicable laws, ordinances, statutes and regulations of the county, city, village, town or municipality (wherein the Demised Premises are located), the State of Illinois, the United States of America, and enforcement and regulatory agencies thereof and the Metropolitan Water Reclamation District of Greater Chicago which regulate or control the Demised Premises, the Lessee and/or Lessee's use of the Demised Premises. It shall be the sole responsibility of the Lessee to comply with all reporting and consultation requirements of the Illinois Department of Natural Resources (IDNR) including but not limited to Title 17 Section 1075 of the Illinois Administrative Code, and Lessee shall submit evidence of compliance with IDNR requirements to the Lessor.

## ARTICLE FOUR

### 4.01 INDEMNIFICATION

The Lessee for itself, its executors, administrators, successors and assigns agrees to and does hereby expressly assume all responsibility for and agrees to defend, indemnify, save and keep harmless the Lessor, its Commissioners, officers, agents, servants, and employees against any claim (whether or not meritorious), loss, damage, cost or expense which the Lessor, its Commissioners, officers, agents, servants and employees may suffer, incur or sustain or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property which shall at any time during the term of this Lease be caused by or in connection with the use, occupancy or possession of the Demised Premises, and for any such loss, damage, cost or expense which shall at any time during the term of this Lease be caused by or in the performance of any work or construction, installation, maintenance, removal or repair of any buildings or structures placed upon the Demised Premises, whether the same be caused by the negligence of Lessee, any contractor employed by Lessee, or by the negligence of Lessor, its Commissioners, officers, agents, employees or contractors or as a penalty or claim for the sale or giving away of any intoxicating liquors on or about the Demised Premises, or the use of the Demised Premises for illegal or immoral purposes. In case any action, suit or suits shall be commenced against the Lessor growing out of any such claim, loss, damage, cost or expense, the Lessor may give written notice of the same to the Lessee, and thereafter the Lessee shall attend to the defense of the same and save and keep harmless the Lessor from all expense, counsel fees, costs, liabilities, disbursements, and executions in any manner growing out of, pertaining to or connected therewith. Lessee shall not be responsible for actions that result from the sole negligence of Lessor.

### 4.02 INDEMNIFICATION AGAINST MECHANICS LIEN

The Lessee agrees to indemnify, save and keep harmless the Lessor of and from any claims for mechanics' liens by reason of any construction work, repairs, replacements or other work or for any improvements made to or placed upon the Demised Premises by or in behalf of Lessee or at Lessee's instance.

### 4.03 INSURANCE

The Lessee, prior to entering upon the Demised Premises and using the same for the purpose for which this Lease is granted, shall procure, maintain and keep in force at Lessee's expense, public liability property damage insurance in which the Lessor, its Commissioners, officers, agents, and employees are named insured and fire and extended coverage and all risk property insurance in which the Lessor is named as the Loss Payee. ("CLAIMS MADE"

policies are unacceptable.) Said insurance shall be from a company to be approved by the Lessor, having policies with limits of not less than:

**COMPREHENSIVE GENERAL LIABILITY**  
Combined Single Limit Bodily Injury Liability  
Property Damage Liability  
(Including Liability for Environmental Contamination of Adjacent Properties)  
in the amount of not less than \$4,000,000.00 per occurrence  
and  
**ALL RISK PROPERTY INSURANCE**  
(Including Coverage for Environmental Contamination of Demised Premises)  
in the amount of not less than \$4,000,000.00 per occurrence  
**INCLUDING FIRE AND EXTENDED COVERAGE**  
in an amount not less than the replacement cost of improvements  
located on the premises

Prior to entering upon said Demised Premises, the Lessee shall furnish to the Lessor certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is maintained in full force and effect. Upon Lessor's written request, Lessee shall provide Lessor with copies of the actual insurance policies within ten (10) days of Lessor's request for same. Such certificates and insurance policies shall clearly identify the Demised Premises and shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the Lessor. The provisions of this paragraph shall in no wise limit the liability of the Lessee as set forth in the provisions of 4.01 above.

#### 4.04 SELF-INSURER

If Lessee is a self-insurer, Lessee, prior to entering upon said premises and using the same for the purposes for which this Lease is granted, shall prepare and transmit to the Lessor an acknowledged statement that the Lessee is a self-insurer, and that it undertakes and promises to insure the Lessor, its Commissioners, officers, agents, servants and employees on account of risks and liabilities contemplated by the indemnity provisions of paragraph 4.01 above; and that such statement is issued in lieu of policies of insurance or certificates of insurance in which the Lessor, its Commissioners, officers, agents, servants and employees would be a named or additional insured, and that it has funds available to cover those liabilities in the respective amounts therefor, as set forth as follows:

**COMPREHENSIVE GENERAL LIABILITY**  
Combined Single Limit Bodily Injury Liability  
Property Damage Liability  
(Including Liability for Environmental Contamination of Adjacent Properties)  
in the amount of not less than \$4,000,000.00 per occurrence  
and  
**ALL RISK PROPERTY INSURANCE**  
(Including Coverage for Environmental Contamination of Demised Premises)  
in the amount of not less than \$4,000,000.00 per occurrence  
**INCLUDING FIRE AND EXTENDED COVERAGE**  
in an amount not less than the replacement cost of improvements  
located on the premises

This statement shall be signed by such officer or agent of the Lessee having sufficient knowledge of the fiscal structure and financial status of the Lessee to make such a statement on behalf of the Lessee and undertake to assume the financial risk on behalf of the Lessee and will be subject to the approval of the Lessor.

The provisions of this Section shall in nowise limit the liability of the Lessee as set forth under the provisions of Section 4.01.

#### 4.05 INSURANCE ON IMPROVEMENTS

The Lessee shall keep any buildings and improvements erected, constructed or placed on the Demised Premises fully insured to the replacement cost thereof against loss by explosion, fire and/or windstorm or other casualty loss for their full replacement cost at Lessee's own expense at all times during the term of this Lease by an insurance company or companies approved by the Lessor.

Lessor shall be a named insured on all of said insurance policies, and a certificate of insurance evidencing same shall be provided to Lessor and kept current at all times throughout the term of this Lease. All policies of insurance indemnifying against such loss by explosion, fire and/or windstorm so insured shall be payable to the Lessor, as additional security for the payment of rent and the performance by the Lessee of the covenants herein; said policy or policies to be delivered to the Lessor as soon as issued, provided, however, that in the event of loss to or destruction of said buildings and other improvements, the insurance proceeds received by the Lessor in excess of the amounts then due for rent and charges under the provisions of this Lease shall be held in trust by the Lessor for the repair, restoration or rebuilding of such damaged or destroyed buildings and other improvements, and shall be disbursed therefor by said Lessor only on architect's certificates after the Lessee has, at its own expense, without charge or lien upon said buildings or other improvements, restored, rebuilt or repaired the same to an extent that will enable the Lessor, with the insurance money remaining in its hands after the payment of the rent and charges due it, to complete said buildings or other improvements in as good condition as they were in before the said loss or damage by explosion, fire and/or windstorm.

Nothing herein contained in this paragraph shall be construed as a prohibition against the Lessee making further provision for insurance for the purpose of protecting the interest or interests of any money lending institution covering such interest or interests that said institution might have in the improvements placed upon the land covered by this Lease, providing that the Lessee shall pay the additional premiums therefor.

#### 4.06 FAILURE OF LESSEE TO INSURE IMPROVEMENTS

In the event the Lessee should at any time neglect, fail or refuse to insure or to keep insured the buildings and other improvements on said Demised Premises as above provided, then the Lessor at its election may procure or renew such insurance and the amount paid therefor shall be repaid by the Lessee to the Lessor with the rents next thereafter falling due under this Lease, together with interest thereon, subject to any applicable limitation imposed by State statute at the rate of two percent (2%) in excess of the prime rate charged by the principal bank in Chicago, Illinois, to its commercial borrowers as determined on the first date of a delinquency from the respective dates of any such payments.

#### 4.07 RIGHT OF LESSEE TO RECOVER PROCEEDS

It is covenanted and agreed by and between the parties hereto that the Lessor shall not be held responsible for the collection or non-collection of any of said insurance money in any event but only for such insurance money as shall come into its hands. The Lessee, however, shall

have the right in the name of the Lessor to sue for and recover any and all sums payable under any of said policies for losses arising thereunder provided it shall indemnify and save harmless the Lessor from any costs or attorney's fees in connection with any such proceeding to recover such insurance money. However, all sums so recovered shall be paid to the Lessor to be applied as herein provided.

#### 4.08 APPLICATION OF INSURANCE PROCEEDS

It is covenanted and agreed by and between the parties hereto that in case of damage to the buildings and improvements to be erected, constructed or placed on the Demised Premises, as aforesaid, or the destruction thereof (or loss or damage to any buildings or other improvements thereafter standing upon the Demised Premises) the Lessee shall repair, restore or rebuild the same within one year from such destruction or damage, and in such case the insurance money received by the Lessor pursuant to the terms of this Lease under said policies, after deducting therefrom the reasonable charges of the Lessor for handling such insurance and all costs and expenses of collecting the same, including attorney's fees, and all unpaid and overdue rental payments shall be paid in whole or in part by the Lessor to the contractor or contractors (employed by the Lessee) upon the delivery to the Executive Director of the Lessor of certificates of the architects of the Lessee properly endorsed by the Lessee and accompanied by waivers of lien and release for the cost and expense of repairing, restoring or rebuilding said buildings or other improvements as the work of repairing, restoring, or rebuilding progresses.

#### 4.09 INSURANCE PROCEEDS DEFICIENCY

It is understood and agreed between the parties hereto that in case the insurance money collected by the Lessor shall not be sufficient to fully pay for the repair, restoration or rebuilding of said buildings and other improvements as aforesaid, then the Lessee shall be required to pay such sums of money, in addition to said insurance money so collected by the Lessor as aforesaid as may be necessary to pay for the complete repair, restoration or rebuilding of said buildings and other improvements; it being understood, however, that the Lessor shall not be required to pay such insurance money so collected until the Executive Director of the Lessor is satisfied that such sum will complete the repair, restoration and rebuilding of said buildings and other improvements, free of mechanics' liens for labor or material, in which event such monies shall be paid by the Lessor to the contractor or contractors employed by the Lessee to complete the repair, restoration or rebuilding of said buildings and other improvements, upon delivery to the Executive Director of the Lessor of certificates of the architects of the Lessee properly endorsed by the Lessee accompanied by waiver of lien and release as the work of repairing, restoring or rebuilding of said buildings and other improvements shall progress. It is expressly understood that nothing herein shall prevent the Lessee from replacing any building or structure destroyed or damaged with other buildings or structures of different design and construction of at least equal value on any part of the Demised Premises.

#### 4.10 LESSOR NOT RESPONSIBLE FOR RESTORATION OF IMPROVEMENTS

It is covenanted and agreed that the Lessor shall not be liable to contribute or pay any sum of money toward the restoration, repair or rebuilding of said buildings or other improvements. In the event of the termination of this Lease by lapse of time, or by reason of any default by the Lessee in any of its payments, or a breach by the Lessee of any of the covenants and agreements of this Lease before the repair, restoration, replacement or rebuilding of said buildings or other improvements shall be completed, as aforesaid, then in any of said cases the insurance money collected by the Lessor shall belong absolutely to the Lessor.

#### 4.11 EXCESS INSURANCE PROCEEDS

It is understood and agreed that after the work of any such repairs, restoration, or rebuilding by the Lessee shall have been completed and paid for, any excess of insurance money then remaining on deposit with the Lessor shall belong to the Lessee and in that event, the Lessor shall pay to the Lessee the balance of said insurance money upon its written request. The provisions of this paragraph as well as those of paragraphs numbered 4.03 to 4.08, inclusive, shall apply whenever and so often as any buildings or other improvements erected and completed on the Demised Premises, under any of the provisions of this Lease, shall have been damaged or destroyed by fire or windstorm.

#### ARTICLE FIVE

##### 5.01 GENERAL ENGINEERING RESERVATIONS AND REQUIREMENTS

- A. The Lessor has heretofore executed various agreements with governmental agencies, public utility companies, private corporations and individuals for the installation of pipelines, duct lines, sewers, cables, electric transmission lines and other surface and subsurface structures, constructions and improvements. Pursuant to those agreements, the various grantees have installed and are operating their respective surface and underground plant facilities which may lie within or otherwise affect the Demised Premises. Lessee shall, at its own initiative, inquire and satisfy itself as to the presence or absence of all such facilities on the Demised Premises, and waives all claims which it might otherwise have against Lessor on account of the presence of such facilities on the Demised Premises as same may affect Lessee's use and enjoyment of the Demised Premises.
- B. The Lessee expressly agrees that within an area delineated by a line parallel with and 250 feet distant from the top of the edge of the water of any waterway which traverses or is adjacent to the Demised Premises (Corporate Use Reserve Area) and all areas within the Demised Premises below the lowest elevation of development thereon as reflected in the Lessee's approved development plans for the Demised Premises, the Lessor and anyone acting under its authority shall have the right, without payment therefor, to construct, operate, maintain, repair, renew and relocate any and all pipe, sewer, structure, facility power, and communications lines and appurtenances upon, under and across the Demised Premises. All such work shall be performed in such a manner so as to cause the least amount of interference with Lessee's use of the Demised Premises.
- C. Lessee expressly understands and agrees that the Lessor may have installed various sewers, shafts, ducts, pipes, and other facilities upon, over or beneath the Demised Premises. Lessor shall cooperate with Lessee to ascertain, identify and locate all of Lessor's improvements, structures and constructions on the Demised Premises. Lessee covenants and agrees that at no time shall its use and occupancy of the Demised Premises damage or interfere with said facilities.
- D. The Lessor reserves unto itself a perpetual right, privilege, and authority to construct, maintain, operate, repair and reconstruct intercepting sewers (with its connecting sewers and appurtenances), and any other drains or structures constructed or operated in the furtherance of Lessor's corporate purpose upon, under and through Corporate Use Reserve Area and below

the lowest elevation of Lessee's approved development plan for the Demised Premises. The Lessor shall also have the right, privilege and authority to enter upon and use such portions of said Demised Premises as may be necessary in the opinion of the Executive Director of the Lessor, for the purpose of constructing, maintaining, operating, repairing and reconstructing intercepting sewers, connecting sewers, drains or other structures, appurtenances, parking areas and access drive which do not unreasonably interfere with Lessee's use of the Demised Premises.

- E. It is expressly understood that no blockage or restriction of flow in the waterway will be tolerated at any time. No construction or improvements of any kind can project into the waterway during construction or after permanent repairs are completed.

It is further expressly understood and agreed by the Lessee that no buildings, materials, or structures shall be placed or erected and no work of any character done on said Demised Premises so as to injure or damage in any way said intercepting sewer, connecting sewers, drains or other structures and appurtenances located at any time on the Demised Premises, or so as to interfere with the maintenance, operation or reasonable access thereto.

- F. It is expressly understood and agreed that the Lessor shall not be liable to the Lessee for any loss, cost or expense which the Lessee shall sustain by reason of any damage at any time to its property caused by or growing out of the failure of the sewers, structures, or other equipment of the Lessor located on the Demised Premises, or by any other work which the Lessor may perform on the Demised Premises under the terms hereof, or adjacent to the Demised Premises.

- G. The Lessee shall relocate or remove the improvements existing or constructed upon the Demised Premises, at no cost to the District in the following instances:

- (1) In the event that the Demised Premises are adjacent to any channel or waterway, and said channel or waterway is to be widened by the District or any other governmental agency; or
- (2) In the event that any agency of government, having jurisdiction over said channel or waterway, requires the relocation or removal of said improvements; or
- (3) In the event that said relocation or removal is required for the corporate purposes of the District.

Such relocation or removal shall be commenced within ninety (90) days after notice thereof in writing is served upon the Lessee and diligently prosecuted to the conclusion.

- H. If any any time in the future, any portions of the Demised Premises are required for the construction of highways and roadways, or adjuncts thereto, such as interchanges, ramps and access roads, as determined by the Executive Director of the Lessor, for the use of any other governmental agency engaged in the construction of highways and roadways, or adjuncts thereto, then in such event, it is understood and agreed by the

parties hereto, that the Lessee shall surrender possession of such part of the Demised Premises that may be so required. Lessee also agrees, at its own cost and expense, to remove all of its equipment, structures or other works from those portions of the Demised Premises so required, or reconstruct or relocate such of its installations so as to permit the use of the Demised Premises for the construction of highways and roadways or adjuncts thereto within sixty (60) days after notice shall have been given to the Lessee by said Executive Director.

- I. The Lessor reserves to itself or to its assignees or permittees at any time during the term of this Lease, upon thirty (30) days written notice given by the Lessor to the Lessee, the right to construct, reconstruct, maintain, and operate additional force mains, intercepting sewers, drains, outlets, pipe lines, pole lines, and appurtenances thereto; and such other structures, buildings, apparatus, and water control equipment as may be needed for the corporate purposes of the Lessor upon, under, and across the Demised Premises. Any such construction shall be located as determined by the Executive Director of the Lessor so as to cause, in his opinion, the least interference with any equipment, or improvements, that the Lessee may then have on the the Demised Premises.
- J. The Lessee agrees that if at any future date it desires to dispose of sewage, industrial wastes or other water-carried wastes from the Demised Premises, it will discharge the said sewage, industrial wastes or other water-carried wastes into an intercepting sewer owned by or tributary to the sewerage system of the Lessor. Lessee will make application and secure the necessary permit from the Metropolitan Water Reclamation District of Greater Chicago and all governmental and regulatory agencies having jurisdiction thereof before discharging any of the aforesaid sewage, industrial waste or other water-carried wastes into any intercepting sewers.
- K. The Lessee also agrees to collect separately all roof water, surface runoff from grounds and roadways, and drainage water and to discharge the same in a manner acceptable to said Executive Director of the Lessor.
- L. It is agreed by and between the parties hereto that the Lessee shall submit to the Executive Director of the Lessor for his approval, the general plans for handling the sewerage, grading, and drainage of the the Demised Premises; and for any roadways, water supply, telephone and electric service, if any, and of all improvements or any other construction to be erected thereon, before the commencement of any work thereon.
- M. The Lessor reserves to itself the right of access to the Mount Prospect Retention Reservoir as well as right of access to the Demised Premises for inspection by the Lessor and its duly accredited agents at all times, and for such surveys or any other purposes as the Executive Director of the Lessor may deem necessary.

#### 5.02 STORMWATER MANAGEMENT REQUIREMENTS

The Lessee shall submit to the Lessor for its review and approval written plans detailing the Lessee's plans for managing stormwater and drainage on the Demised Premises. The approval of the Lessee's stormwater management plans shall be within the sole discretion of the Lessor.

The Lessee's plans shall provide for the separate collection of all roof water and surface run-off from grounds and roadways; shall comply with all applicable rules, regulations, ordinances, statutes, and laws pertaining to stormwater management, wetlands management, and flood plains; and shall, whenever feasible, employ Best Management Practices (BMP), also known as Green Infrastructure (GI); the terms BMP and GI are interchangeable. BMPs may include, but are not limited to, permeable pavement, green roofs, natural landscaping, filter strips, rain gardens, drainage swales, and naturalized detention basins. Stormwater unable to be managed by BMPs will be discharged in a manner acceptable to the Lessor.

Additionally, Lessee must use GI/BMPs whenever practicable. If Lessee replaces full depth pavement on the leasehold, it must utilize permeable pavement wherever practicable. (Lessor recognizes that *it may not be practicable to utilize permeable pavement on drive aisles or other areas expected to have heavy truck traffic*). Any new development on the leasehold must use GI to the fullest extent practicable to address stormwater management. Lessee acknowledges that use of GI does not obviate its requirement to meet, although it can be used in conjunction with, other requirements for stormwater detention, if applicable, or other rules and regulations concerning stormwater and floodplain management.

**5.03 SPECIFIC ENGINEERING, DESIGN AND OPERATING  
RESERVATIONS AND RESTRICTIONS.  
(CLARIFICATION -- NOT LIMITATION)**

- Lessee shall work cooperatively with Lessor for the removal and/or redirection of any storm sewers that are currently tributary to the Lessor's TARP system. This includes, but is not limited to, the 36-inch storm sewer located on the leasehold that is tributary to TARP. Such work may require obtaining or modification of an NPDES permit for use of a surface water outfall for which the Lessee may be required to assume responsibilities as a Permittee/Co-Permittee. Lessor will fund design and construction activities associated with the aforementioned redirection of storm sewers. Ownership status and maintenance, repair and replacement responsibility for any redirected sewers will not change as a result of this work. Any new sewers constructed in conjunction with this work shall be owned and maintained by Lessee.
- Permeable pavement shall be installed wherever practicable whenever full depth pavement replacement of any current parking lot is undertaken.
- In the event the lessee desires to add new parking lots in the future, any additional proposed parking shall be constructed with permeable pavement wherever practicable.
- GI must be utilized to fullest extent practicable for any improvement made by Lessee during the term of this lease on the leasehold.
- Lessee shall provide a maintenance plan for GI components and shall be responsible for execution of the maintenance plan.
- In the event the construction of storm sewers are required to convey stormwater from the west side of the leasehold to the Mt. Prospect Reservoir, above Lessor's

sewer(s), Lessee hereby agrees to construct such storm sewers at its sole cost and expense and subject to the prior review and written consent of Lessor.

## ARTICLE SIX

### PROVISIONS FOR BUILDING AND IMPROVEMENTS

#### 6.01 CONSTRUCTION REQUIREMENT

The Lessee agrees within (n/a) years(s) from the date hereof to improve the Demised Premises by the construction thereon of the hereinafter called "improvements", free and clear of all mechanics' and materialman's liens, claims, charges or unpaid bills capable of being made liens and to design, construct, operate and maintain in full compliance with all applicable building and zoning laws of any agency having jurisdiction thereof. All plans must be approved in writing by the Executive Director of the Lessor prior to commencement of construction.

#### 6.02 TIME OF CONSTRUCTION

Construction of the improvements shall commence within n/a years of the effective date of this Lease. All of said buildings and improvements shall be completed within n/a years of the effective date of the Lease. In the event said improvements are not completed or construction is not commenced as provided above, then the Lessor may at its option terminate this Lease upon giving ninety (90) days notice, in writing, to the Lessee.

#### 6.03 IMPROVEMENTS REVERT TO LESSOR AT LEASE TERMINATION OR EXPIRATION

It is expressly understood and agreed by and between the parties hereto that upon the termination of this Lease by forfeiture, lapse of time or by reason of the failure by the Lessee to keep and perform the covenants, agreements or conditions herein contained, any buildings or other improvements erected, constructed or placed upon the Demised Premises during the term hereof shall become and be the absolute property of the Lessor and no compensation therefor shall be allowed or paid to the Lessee except as stated in Article 3.09. Lessee shall surrender same in good and proper condition, with all fixtures and appurtenances in place and in good working order, ordinary wear and tear excepted. Lessee shall not commit waste during the term hereof or in the course of vacating same.

## ARTICLE SEVEN

### 7.01 NOTICES

All notices herein provided for from the Lessor to the Lessee or Lessee to Lessor shall be personally served or mailed by U. S. Registered or Certified Mail, Return Receipt Requested, First Class Postage Prepaid addressed to the Lessee at:

Village of Mount Prospect  
50 South Emerson Street  
Mount Prospect, Illinois, 60056  
Attn: Village Manager

or to Lessor at:

Metropolitan Water Reclamation District  
of Greater Chicago  
100 East Erie Street  
Chicago, Illinois 60611

Attn: Executive Director

or any other address either party may designate in writing. Any notice so mailed by one party hereto to the other shall be and is hereby declared to be sufficient notice for all the purposes of this Lease and that a post office registry receipt showing the mailing of such notice and the date of such mailing shall be accepted in any court of record as competent prima facie evidence of those facts.

#### 7.02 RIGHT TO DECLARE LEASE TERMINATED

It is understood and agreed by the Lessee that neither the right given in this Lease to the Lessor to collect rent or such other compensation as may be due under the terms of this Lease by sale nor any proceedings under this Lease shall in any way affect the right of the Lessor to declare this Lease terminated and the term hereby created ended as above provided, upon default of or failure by the Lessee to perform and carry out any of the provisions of this Lease, as herein provided, after notices as aforesaid. And the Lessee, for itself and its assigns, hereby waives its right to any notice from the Lessor of its election to declare this Lease at an end under any of the provisions hereof or to any demand for the payment of rent or the possession of the Demised Premises, except as aforesaid.

#### 7.03 RIGHTS OF LESSOR IN EVENT OF FORFEITURE OR TERMINATION

In the event of the termination of this Lease by reason of forfeiture by the Lessee arising from a default by or failure of it to carry out and perform any of the covenants herein contained, the Lessor shall not be obligated to refund to the Lessee any sums of money paid by the Lessee to the Lessor as rentals under the terms of this Lease, and such sums of money shall be retained by the Lessor as liquidated damages, but this provision shall not operate to relieve the Lessee of its obligation to pay to the Lessor the balance of the rental then due the Lessor for the entire term of this Lease.

#### 7.04 ABANDONMENT

Lessee shall not without the prior written approval of Lessor abandon or vacate the Demised Premises or cease to operate its business thereon. Re-entry and repossession by Lessor following abandonment by Lessee shall not constitute a waiver of any rights of the Lessor and shall not be construed as a termination of the Lease. Lessee shall remain liable for all its obligations under the Lease. For purposes of this section, leasehold shall be deemed abandoned if Lessee ceases business on the Demised Premises for a period of twenty eight (28) consecutive days or fails to secure the Demised Premises from unauthorized use or entry within sixty (60) days of its execution and delivery of this Lease.

#### 7.05 TERMS OF LEASE BINDING ON SUCCESSOR AND ASSIGNS

The parties hereto agree that all of the terms and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, lessees, sub-lessees and assigns; and whenever in this Lease reference to either of the parties hereto is made, such reference shall be deemed to include, where applicable, also a reference to the successors, lessees, sub-lessees and assigns of such party; and all the conditions and covenants of this Lease shall be construed as covenants running with the land during the term of this Lease.

#### 7.06 NO ASSIGNMENT OR SUBLEASE

It is agreed by and between the parties that the Lessee shall not sublet or assign any part of this Lease to any other governmental agency, individual, partnership, joint venture, corporation, land trust or other entity without prior written consent of the Lessor.

Lessee shall notify Lessor in writing not less than sixty (60) days prior to any proposed sublease or assignment. Lessee shall identify the name and address of the proposed assignee/sublessee and deliver to Lessor original or certified copies of the proposed assignment, a recital of assignee's personal and financial ability to comply with all the terms and conditions of the Lease and any other information or documentation requested by Lessor. Lessor shall not unreasonably withhold the consent to assignment or sublease.

It is agreed that reasonable grounds for withholding consent shall include but not be limited to the following:

- A. The proposed activity of the assignee/sublessee does not conform with the terms of this Lease or policies established by the Lessor.
- B. The proposed assignee/sublessee does not have either substantial experience in the business provided for in the Lease or the financial resources to comply with the requirements of the Lease.
- C. There is an existing violation of or uncured default by Lessee with respect to the Lease.
- D. The activity of the proposed assignee/sublessee would interfere with or disturb neighboring tenants or owners.

In addition to the payment of all cash rent or additional compensation otherwise herein required to be paid by or performed by the Lessee, Lessee will pay to the Lessor, as additional compensation hereunder in the event Lessee assigns this Lease or sublets all or part of the Demised Premises, fifty percent (50%) of all value it receives from its assignee/sublessee for the use and occupancy of the Demised Premises as a result of the sublease or assignment in excess of the cash rent which Lessee is currently paying with respect to the subleased portion of the leasehold or the leasehold as a tract, if assigned. In the event any portion of the Demised Premises is sublet prior to obtaining the Lessor's written consent, the Lessor shall be entitled to recover from the Lessee one hundred percent (100%) of any sublease fees or rental collected by or on account of the Lessee for said sublease.

The value of additional services to be performed by the Lessee, sublessee or assignee shall not in any way be included in determining the foregoing fifty percent (50%) sum.

It is agreed that this Lease shall not pass by operation of law to any trustee or receiver in bankruptcy or for the assignment for the benefit of creditors of the Lessee.

Any attempted sublease or assignment not in compliance with this section shall be void and without force and effect.

#### 7.07 NON-GOVERNMENTAL COMMERCIAL DEVELOPMENT OF ALL OR PART OF THE DEMISED PREMISES

In the event Lessee shall determine that there exists a nongovernmental person, firm, partnership, corporation or other entity which desires to develop all or a portion of the demised premises for a commercial, non-permitted and non-governmental purpose of Lessee hereunder, Lessee shall not assign or sublet the Lease, but shall develop a good and sufficient legal description and plat of the proposed commercial development area within the leasehold premises, and upon written notice thereof to the Lessor, offer to surrender such segment of the demised premises to the Lessor. Upon acceptance of surrender of that segment of the demised premises, the Lessee's rent hereunder shall be abated proportionately and Lessor may thereafter offer such segment as available for commercial leasing in accordance with the commercial

leasing provisions of the Lessor's Leasing Statute and all applicable enactments, practices and policies of Lessor's Board of Commissioners relative thereto.

#### ARTICLE EIGHT

#### MISCELLANEOUS PROVISIONS

##### 8.01 LESSEE MAY IMPEAD LESSOR IN REAL ESTATE LITIGATION

The Lessee may, after notice in writing to the Lessor, implead the Lessor as a party at any time during the term of this Lease, in any litigation concerning the Demised Premises in which Lessor is a necessary party.

##### 8.02 LESSEE TO PAY ALL COSTS OF ENFORCEMENT

The Lessee agrees to pay and discharge all costs and reasonable attorney's fees and expenses which the Lessor shall incur in enforcing the covenants of this Lease.

##### 8.03 HEADINGS ARE FOR CONVENIENCE OF PARTIES

All paragraph headings of this Lease are inserted for purposes of reference and convenience of the parties only, and do not constitute operative provisions of the Lease.

##### 8.04 COMPLIANCE WITH WATERWAY STRATEGY RESOLUTION

To the extent that the Demised Premises embrace or abut a waterway regulated by Lessor or in which Lessor asserts property rights, Lessee shall to the extent applicable, comply with the Waterway Strategy Resolution and Implementation Criteria therefor, the River Edge Renaissance Program and the Revised Leasing Criteria for the North Shore Channel Right-of-Way lands of the Lessor's Board of Commissioners in the execution of its development plan for the Demised Premises which abut any such waterway and Demised Premises which afford Lessee direct access thereto may be utilized by the Lessee for the purpose of waterborne commerce. However, the Lessee will be responsible for the construction and maintenance of any docking facility at its own cost and expense which is compatible with the Waterway Strategy Resolution to maintain the bank in an aesthetically pleasing condition. Permanent storage of bulk commodities, unsightly materials and/or debris on waterway side of the scenic berm or the docking area is prohibited.

It is the intent of the Lessor to maintain, where possible, a "natural" appearance to its properties by retaining existing vegetative cover. However, the Lessor recognizes that site development will sometimes necessitate the removal of existing vegetative cover. In those cases the Lessor will require the Lessee to re-establish vegetative cover in the same quantities and qualities as those removed. The re-established plant materials are to be considered as an addition to the landscaping required within the scenic easement.

Lessee will comply with all applicable local zoning and setback requirements. The Lessor reserves the right to traverse the Demised Premises to access the waterway which abuts the Demised Premises.

The Lessor's Board of Commissioners has heretofore adopted its Waterway Strategy Resolution relating to the development of leased waterways property. The Lessee shall implement the beautification plan described in the attached Exhibit C. Lessee shall comply with all applications of said Resolution in its use and development of the Demised Premises. Lessee's method of compliance therewith shall be approved by Lessor's Executive Director in writing.

##### 8.05 PUBLIC SERVICE PROMOTIONAL SIGNAGE

Lessee shall, during the term of this Lease, at its sole cost and expense, construct, erect and maintain, at one or more prominent locations on the leasehold premises, tastefully designed and constructed permanent signs which acknowledge the cooperation and support of the Lessor in connection with Lessee's use of the leasehold premises. The style, text and size of the sign(s) shall be approved in advance of erection thereof by the Executive Director of Lessor, and shall, at a minimum, state that:

**"THIS FACILITY IS PROVIDED IN PART AS A COMMUNITY SERVICE WITH THE COOPERATION AND SUPPORT OF THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO."**

## ARTICLE NINE

### **DEMISED PREMISES WITH EXISTING IMPROVEMENTS**

#### **9.01 LESSEE WILL NOT ALLOW WASTE TO IMPROVEMENTS**

The Lessee will keep the leasehold improvements safe, clean and in good order, repair and condition which shall include all necessary replacement, repair and decorating. Lessee will not allow the improvements to become damaged or diminished in value, ordinary wear and tear excepted, by anyone or by any cause.

#### **9.02 CONDITION OF DEMISED PREMISES AND IMPROVEMENTS NOT WARRANTED**

Lessee expressly acknowledges that the Lessor has made no representations, warranties express or implied, as to the adequacy, fitness or condition of Demised Premises or the improvements upon the Demised Premises for the purpose set forth in Article Three, Paragraph 3.07 hereof or for any other purpose or use express or implied by the Lessee. Lessee accepts the Demised Premises and the improvements thereon, if any, "AS-IS" and "WITH ALL FAULTS". Lessee acknowledges that it has inspected the Demised Premises and has satisfied itself as to the adequacy, fitness and condition thereof.

#### **9.03 MODIFICATION OF IMPROVEMENTS**

No modification of the leasehold improvements shall be made by Lessee without the prior written approval of the Lessor and compliance by Lessee with all other terms of this Agreement.

#### **9.04 NOTICE**

It is further agreed that the notice as provided in Article One, Paragraph 1.02 hereof shall not be given by the Lessor except pursuant to an order of the Board of Commissioners of said Lessor.

#### **9.05 PLAT OF SURVEY AND LEGAL DESCRIPTION**

Lessee understands and agrees that in the event the legal description and plat attached hereto are not legally sufficient for acceptance for recordation of this Lease by the Recorder of Deeds of the county in which the Demised Premises are located, Lessee shall procure, at its own expense, a plat of survey and legal description of the Demised Premises prepared and certified in writing by a Registered Illinois Land Surveyor, within twenty-one (21) days of the execution date hereof. Said plat of survey and legal description shall be reasonably satisfactory to and approved by the Lessor's Executive Director in writing. Failure to timely procure and receive approval of said plat of survey and legal description shall be grounds for immediate termination of this Lease. The Lessor reserves the right and Lessee concurs that Lessor shall insert said legal description and plat of survey into this Lease Agreement as Exhibits A and B, respectively, upon

the approval thereof by District's Executive Director, without further affirmative act by either party hereto.

## ARTICLE TEN

### GENERAL ENVIRONMENTAL PROVISIONS

#### 10.01 DEFINITIONS

- A. "Environmental Laws" shall mean all present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, state and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, orders, notices or demands relating to industrial hygiene, and the protection of human health or safety from exposure to Hazardous Materials, or the protection of the environment in any respect, including without limitation:
- (1) all requirements, including, without limitation, those pertaining to notification, warning, reporting, licensing, permitting, investigation, and remediation of the presence, creation, manufacture, processing, use, management, distribution, transportation, treatment, storage, disposal, handling, or release of Hazardous Materials;
  - (2) all requirements pertaining to the protection of employees or the public from exposure to Hazardous Materials or injuries or harm associated therewith; and
  - (3) the Comprehensive Environmental Response, Compensation and Liability Act (Superfund or CERCLA) (42 U.S.C. Sec. 9601 et seq.), the Resource Conservation and Recovery Act (Solid Waste Disposal Act or RCRA) (42 U.S.C. Sec. 6901 et seq.), Clean Air Act (42 U.S.C. Sec 7401 et seq.), the Federal Water Pollution Control Act (Clean Water Act) 33 U.S.C. Sec. 1251 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. Sec. 11001 et seq.), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.), the National Environmental Policy Act (42 U.S.C. Sec. 4321 et seq.), the Rivers and Harbors Act of 1988 (33 U.S.C. Sec. 401 et seq.), the Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Safe Drinking Water Act (42 U.S.C. Sec. 300(f) et seq.), the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and all rules, regulations and guidance documents promulgated or published there-under, Occupational Safety and Health Act (29 U.S.C. Sec. 651 et seq.) and all similar state, local and municipal laws relating to public health, safety or the environment.

**B. "Hazardous Materials" shall mean:**

- (1) any and all asbestos, natural gas, synthetic gas, liquefied natural gas, gasoline, diesel fuel, petroleum, petroleum products, petroleum hydrocarbons, petroleum by-products, petroleum derivatives, crude oil and any fraction of it, poly-chlorinated biphenyls (PCBs), trichloroethylene, ureaformaldehyde and radon gas;
- (2) any substance (whether solid, liquid or gaseous in nature), the presence of which (without regard to action level, concentration or quantity threshold) requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law;
- (3) any substance (whether solid, liquid or gaseous in nature) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous or dangerous;
- (4) any substance (whether solid, liquid or gaseous in nature) the presence of which could cause or threaten to cause a nuisance upon the Demised Premises or to adjacent properties or pose or threaten to pose a hazardous threat to the health or safety of persons on or about such properties;
- (5) any substance (whether solid, liquid or gaseous in nature) the presence of which on adjacent properties could constitute trespass by or against Lessee or Lessor;
- (6) any materials, waste, chemicals and substances, whether solid, liquid or gaseous in nature, now or hereafter defined, listed, characterized or referred to in any Environmental Laws as "hazardous substances," "hazardous waste," "infectious waste," "medical waste," "extremely hazardous waste," "hazardous materials," "toxic chemicals," "toxic substances," "toxic waste," "toxic materials," "contaminants," "pollutants," "carcinogens," "reproductive toxicants," or any variant or similar designations;
- (7) any other substance (whether solid, liquid or gaseous in nature) which is now or hereafter regulated or controlled under any Environmental Laws (without regard to the action levels, concentrations or quantity thresholds specified herein); or
- (8) any result of the mixing or addition of any of the substances described in this Subsection B with or to other materials.

**C. "Phase I Environmental Assessment" shall mean:**

- (1) an assessment of the Demised Premises performed by an independent and duly qualified, licensed engineer or registered architect with experience and expertise in conducting environmental assessments of real estate, bed-

rock and groundwater of the type found on the Demised Premises, and said assessment shall include, but not necessarily be limited to a historical review of the use (abuse) of the Demised Premises, a review of the utilization and maintenance of Hazardous Materials on the Demised Premises, review of the Demised Premises' permit and enforcement history (by review of regulatory agency records) a site reconnaissance and physical survey, inspection of Demised Premises, site interviews and site history evaluations, basic engineering analyses of the risks to human health and the environment of any areas of identified concerns, and preparation of a written report which discusses history, site land use, apparent regulatory compliance or lack thereof and which includes historical summary, proximity to and location of USTs, LUSTs, TSDFs, CERCLA site flood plain, maps, photograph log, references, conclusions and recommendations.

D. "Phase II Environmental Assessment" shall mean:

- (1) an assessment of the Demised Premises performed by an independent and duly qualified, licensed engineer with experience and expertise in conducting environmental assessments of real estate, bedrock and groundwater of the type found on the Demised Premises, and said assessment shall include, but not necessarily be limited to, extensive sampling of soils, groundwaters and structures, followed by laboratory analysis of these samples and interpretation of the results, and preparation of a written report with boring logs, photograph logs, maps, investigative procedures, results, conclusions and recommendations.

#### 10.02 MANUFACTURE, USE, STORAGE, TRANSFER OR DISTRIBUTION OF HAZARDOUS MATERIALS UPON OR WITHIN THE DEMISED PREMISES

Lessee, for itself, its successors and assigns, covenants that to the extent that any Hazardous Materials are manufactured, brought upon, placed, stored, transferred or distributed upon or within the Demised Premises by Lessee, or its subtenant or assigns, or any of their agents, servants, employees, contractors or subcontractors, same shall be done in strict compliance with all Environmental Laws.

Construction or installation of new or reconstruction of existing underground storage tanks and underground interconnecting conveyance facilities for any material or substance is not permitted without the advance written consent of the Executive Director of the District.

#### 10.03 USE OF DEMISED PREMISES (RESTRICTIONS - ENVIRONMENTAL)

Lessee shall use the Demised Premises only for purposes expressly authorized by Article 3.07 of this Lease. Lessee will not do or permit any act that may impair the value of the Demised Premises or any part thereof or that could materially increase the dangers, or pose an unreasonable risk of harm, to the health or safety of persons to third parties (on or off the Demised Premises) arising from activities thereon, or that could cause or threaten to cause a public or private nuisance on the Demised Premises or use the Demised Premises in any manner (i) which could cause the Demised Premises to become a hazardous waste treatment,

storage, or disposal facility within the meaning of, or otherwise bring the Demised Premises within the ambit of, the Resource Conservation and Recovery Act of 1976, Section 6901 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance, (ii) so as to cause a release or threat of release of Hazardous Materials from the Demised Premises within the meaning of, or otherwise bring the Demised Premises within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 9601 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance or any other Environmental Law or (iii) so as to cause a discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, Section 1251 of Title 33 of the United States Code, or the Clean Air Act, Section 741 of Title 42 of the United States Code, or any similar state law or local ordinance.

#### 10.04 CONDITION OF DEMISED PREMISES (ENVIRONMENTAL)

- A. In the event Lessee has been the prior occupant/tenant of the Demised Premises under a prior occupancy/use authorization, Lessee warrants and represents that to the best of Lessee's actual knowledge, during the period of such prior occupancy/use the Demised Premises and improvements thereon including all personal property, are free from contamination by any Hazardous Materials, that there has not been thereon a release, discharge, or emission, of any Hazardous Materials during its occupancy of the Demised Premises as defined by any Environmental Laws, and that the Demised Premises does not contain, or is not affected by underground storage tanks, landfills, land disposal sites, or dumps. \*(This provision is applicable only to tenants seeking a new lease for the same property).
- B. In the event of a release, emission, discharge, or disposal of Hazardous Materials in, on, under, or about the Demised Premises or the improvements thereon during the term of this Lease except such release, emission, discharge or disposal by Lessor, its employees, or agents, Lessee will take all appropriate response action, including any removal and remedial action, either before or after the execution date of this Lease.

#### 10.05 INDEMNIFICATION (ENVIRONMENTAL)

- A. In consideration of the execution and delivery of this Lease Agreement, the Lessee indemnifies, exonerates, and holds the Lessor and its officers, officials, Commissioners, employees, and agents ("Indemnified Parties") free and harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities and damages and expenses incurred in connection with any of these (irrespective of whether any such Indemnified Party is a party to the action for which indemnification is here sought), including reasonable attorney's fees, costs and disbursements, incurred by the Indemnified Parties as a result of or arising out of or relating to (i) the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of Lessee's activities, or (ii) any investigation, litigation, or proceeding related to any environmental response, audit, compliance, or other matter relating to the protection of the environment, or (iii) the release or threatened release by Lessee, its subsidiaries, or its parent company, of any Hazardous Materials, or the presence of Hazardous Materials on or under the Demised Premises, or any property to which the Lessee, its parent company or any of its subsidiaries

has sent Hazardous Materials, (including any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under any Environmental Law), regardless of whether caused by or within the control of the Lessee, its parent company or its subsidiaries, provided that, to the extent Lessor is strictly liable under any Environmental Laws, Lessee's obligation to Lessor under this indemnity shall be without regard to fault on the part of the Lessee with respect to the violation of law which results in liability to Lessor.

- B. Lessee shall defend, indemnify, save and keep harmless the Indemnified Parties against any loss, damage, cost, lien or expense which they may suffer, incur or sustain or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property which shall at any time during the term of this Lease be caused by or resulting from the migration of Hazardous Materials from the Demised Premises to adjacent properties. In case any action, suit, proceeding or investigation shall be commenced against one or more of the Indemnified Parties growing out of any such loss, damage, cost or expense, the Lessee shall give immediate written notice of the same to the Lessor, and Lessee shall attend to the defense of the same and save and keep harmless the Indemnified Parties from all expense, attorney's fees, costs, disbursements and liabilities in any manner growing out of, pertaining to or connected therewith.
- C. Lessee shall be responsible for all costs for remediation of the Demised Property for contamination that migrates from adjacent property during the term of the Lease but Lessor may seek recovery from any responsible third party.

#### 10.06 DEMISED PREMISES RESTORATION/ REMEDIATION BOND (ENVIRONMENTAL)

On or before the commencement of the last three year period of the leasehold term hereunder, Lessee shall submit a letter of intent to renew and within eighteen (18) months prior to expiration, execute the lease. If a lease is not executed prior to eighteen (18) months prior to expiration, Lessee shall lodge with the Lessor its Environmental Demised Premises Restoration/Remediation Bond in the penal sum of \$10,000.00, secured either by cash, irrevocable letter of credit or a commercial bond with surety to secure Lessee's performance of and compliance with the provisions and intent of Article 10 of this Lease. A cash payment securing the bond hereunder will be placed in an interest bearing account established by the Lessor specifically for this purpose. Any interest paid on account of said deposit shall be the property of and payable periodically to the Lessee. Such account shall be drawable only by Lessor upon its unilateral act. At no time shall the amount on deposit in said account be less than the penal sum of this Bond. Any commercial bond with surety shall be fully prepaid by the Lessee and documented as such at the time it is lodged with the Lessor. Said Bond shall be in a form approved by the Lessor and shall be maintained in full force and effect until such time as Lessee has demonstrated and documented to the reasonable satisfaction of Lessor (and Lessor has executed its written release thereof to the issuer), full compliance with all Environmental Laws, relating to Lessee's use or occupancy of the Demised Premises and its environmental restoration or remediation. This provision shall survive the termination/expiration of this Lease.

#### 10.07 ENVIRONMENTAL COVENANTS

Lessee agrees to and covenants as follows:

- A. It has no knowledge of any pending or threatened:
- (1) claims, complaints, notices, or requests for information directed to Lessee with respect to any alleged violation of any Environmental Laws, or
  - (2) complaints, notices, or requests for information directed to Lessee regarding potential liability under any Environmental Law, relating to or arising from the Demised Premises.
- B. Lessee covenants and agrees that, throughout the term of the Lease, all Hazardous Materials which may be used by any person for any purpose upon the Demised Premises shall be used or stored thereon only in a safe, approved manner, in accordance with all generally accepted industrial standards and all Environmental Laws.
- C. Lessee has been issued and is in compliance with all permits, certificates, approvals, licenses, and other authorizations relating to environmental matters and necessary for its business, if any.
- D. Lessee, to the best of its knowledge, is not a potentially responsible party with respect to any other facility receiving waste of the Lessee (from the Demised Premises) under CERCLA or under any statute providing for financial responsibility of private parties for cleanup or other actions with respect to the release or threatened release of any Hazardous Materials.
- E. None of the manufacturing or distribution facilities of Lessee is subject to any environmental lien. "Environmental Lien" means a lien in favor of any government entity for any liability under any law relating to the environment or costs incurred by such government entity in response to the release or threatened release of any substance into the environment.
- F. Lessee will take all reasonable steps to prevent and has no knowledge of any conditions on the Demised Premises that is or was alleged by any government entity or third party to be in violation of any Environmental Laws. Lessee will take all reasonable steps to assure that there will be no spill, discharge, leaks, emission, injection, escape, dumping, or release of any toxic or Hazardous Materials by any persons on the Demised Premises during the term of this Lease.
- G. Except as disclosed on Attachment D hereto, Lessee has not received from any government entity since 1980, any written complaint or written notice asserting potential liability, written request for information, or written request to investigate any site under the CERCLA of 1980, as amended, or under any domestic state law comparable to CERCLA or any foreign law comparable to CERCLA.
- H. Lessee, to the best of its knowledge after due inquiry, since November 15, 1971, represents that there has not been any discharging, spilling, leaking, dumping, or burying of hazardous substances, as defined in CERCLA, or disposal of hazardous wastes, as defined in RCRA, or of any other pollutant or contaminant at the Demised Premises that is likely to form the basis for any written claim by any government entity seeking to impose liability for remedial action under CERCLA or RCRA. (This provision applicable only to occupants/tenants seeking a new lease for the same property).

- I. During the term of this Lease, Lessee will not allow the installation of asbestos on the Demised Premises, or any item, article, container or electrical equipment, including but not limited to transformers, capacitors, circuit breakers, reclosers, voltage regulators, switches, electro-magnets and cable, containing PCBs.
- J. Within 60 days after execution of the Lease, the Lessee shall prepare and submit a general statement to Lessor of its operations and maintenance program for any activities conducted on Demised Premises, describing its layout, process, method of inspections, reporting procedure, and maintenance of equipment, which shall be updated annually and submitted to Lessor on the anniversary date of the execution of the Lease.
- K. Lessee agrees to conduct daily monitoring and to maintain a daily log book to ensure compliance with all Environmental Laws which may be inspected by Lessor at its option.
- L. The Lessee shall notify Lessor in writing of any proposed significant renovation or improvement on or to the Demised Premises, which notice shall include any drawings, plans and specifications thereof, at least 30 days prior to beginning construction of any such renovation or improvement. For purposes of this subsection (1), renovation shall be deemed significant when the total cost exceeds \$10,000.00.
- M. Lessee shall be responsible to install "plugs" of compacted impermeable soil material at intervals of no greater than 100 feet between such plugs along utility trenches which have been backfilled with compacted granular materials in order to minimize cross-site and off-site environmental contaminant migration. The spacing of these plugs should be based on the characteristics of the site, the configuration of the trench or trenches, the characteristics (nature and extent) of the site environmental contamination, and/or the potential for site contamination should a surface or subsurface chemical release occur. Special emphasis should be placed on locating these plugs at all utility trenches where they cross: other utility trenches, containment berms or walls, property boundaries, and lease boundaries.
- N. The aforesaid representations and warranties shall survive the expiration or termination of the Lease.

#### 10.08 DEFAULT (ENVIRONMENTAL)

The occurrence of any one or more of the following events shall constitute a default under this Lease Agreement, but said default shall not terminate the Lease unless Lessor notifies Lessee of termination in writing:

- A. The Demised Premises are listed or proposed for listing on the National Priorities List pursuant to Section 1.05 of the CERCLA, 42 U.S.C. Section 9605, on the CERCLIS, or on any other similar state list of sites or facilities requiring environmental investigation or cleanup.
- B. Lessee is determined to have liability for underground storage tanks, active or abandoned, including petroleum storage tanks, on or under the Demised Premises, including any release of Hazardous Materials therefrom, that, singly or in the aggregate, have or may reasonably be expected to have a

material adverse effect on the financial condition, operations, assets or business, properties or prospects of Lessee.

- C. Lessee is determined to have liability for polychlorinated biphenyls (PCBs) that require immediate remediation or cleanup or friable asbestos in such condition to cause or threaten to cause, a present health hazard at any property previously leased by Lessee that, singly or in the aggregate, has or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets, business, properties, or prospects of Lessee.
- D. Lessee is determined to have liability under any Environmental Laws for any condition that exists at, on, or under any property previously leased by Lessee that, with the passage of time or the giving of notice, or both, gives rise to liability that, singly or in the aggregate, has or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets, or business properties or prospects of Lessee.

#### 10.09 ADDITIONAL ENVIRONMENTAL COVENANTS

Lessee shall cause each of its contractors, subcontractors, employees and agents to:

- A.
  - (1) Use and operate all of the Demised Premises in compliance with all applicable Environmental Laws, keep all material permits, approvals, certificates, and licenses in effect and remain in material compliance with them;
  - (2) undertake reasonable and cost-effective measures to minimize any immediate environmental impact of any spill or leak of any Hazardous Materials caused by Lessee or any person permitted to use the Demised Premises by Lessee or any third party during the term of the Lease except Lessor;
  - (3) provide notice to the Lessor of the operation of any on-site non-hazardous waste disposal facility. For purposes of this subsection (A)(3), the term "waste" means any discarded or abandoned material, and the term "disposal facility" means any facility in which wastes are placed for disposal or storage, in each case, for longer than three (3) months.
- B. Notify Lessor by telephone within two hours of Lessee's actual knowledge the release of Hazardous Materials, including the extent to which the identity of the Hazardous Materials is known, the quantity thereof and the cause(s) of the release, and provide Lessor within 72 hours of the event, with copies of all written notices by Lessee, its parent and its subsidiaries that are reported to government regulators or received from the government regulators.
- C. Provide such information that Lessor may reasonably request from time to time to determine compliance by the Lessee with this Article.
- D. Lessee covenants and agrees to cooperate with Lessor in any inspection, assessment, monitoring or remediation instituted by Lessor during the Lease term and to allow prospective tenants or purchasers reasonable access to the Demised Premises one year prior to the expiration of the Lease.

#### 10.10 COMPLIANCE (ENVIRONMENTAL)

The Lessee will cause its parent company and each of its subsidiaries, if any, to exercise due diligence to comply with all applicable treaties, laws, rules, regulations, and orders of any government authority.

- A. Lessee shall conduct a Phase I Environmental Assessment, at its own expense, with respect to the Demised Premises at the commencement date of this Lease and then every tenth anniversary of the execution of this Lease and submit the written report to the Lessor within 90 days after each fifth anniversary. After review of each Phase I Environmental Assessment, or at any other time, upon receipt of any information or report Lessor, at its sole discretion, may require Lessee, at Lessee's expense, to obtain a Phase II Environmental Assessment with respect to the Demised Premises. The written report of the Phase II Environmental Assessment shall be submitted to Lessor within 120 days of Lessor's request for same. If the Phase II Assessment discloses the presence of any Hazardous Materials contamination on the Demised Premises or adjacent property caused or permitted by Lessee during the term of the Lease, Lessee shall take immediate action to remediate the contamination and to restore the Demised Premises to a clean and sanitary condition and to the extent required by any and all environmental laws. Lessor may require Lessee to obtain a Phase I and Phase II Environmental Assessment with respect to the Demised Premises at any other time if it has reasonable suspicion of the presence of Hazardous Material on the Demised Premises resulting from Lessee's activities.
- B. If buildings exist on the premises on the date of this Lease or subsequent thereto, Lessee agrees to implement its own building maintenance and operations program for asbestos inspections on an annual basis and to report its findings to Lessor annually on the anniversary date of the Lease.
- C. Capacitors, transformers, or other environmentally sensitive installations or improvements shall be removed at the end of the Lease at Lessor's election.
- D. In addition to the Environmental Assessments required in paragraph A of this Article, Lessor shall have the right, but is not required to cause an independent environmental consultant, chosen by the Lessor at its sole discretion, to inspect, assess and test the Demised Premises for the existence of any and all environmental conditions and any and all violations of Environmental Laws (Environmental Assessment). The scope, sequence and timing of the Environmental Assessment shall be at the sole discretion of Lessor.
- E. If any Environmental Assessment reveals, or Lessor otherwise becomes aware of, the existence of any violation of any Environmental Laws that either Lessee is unwilling to remediate or that Lessor is unwilling to accept, Lessor shall have the right and option to terminate this Agreement and to declare it null and void.
- F. Not less than one (1) year prior to the expiration of the Lease, Lessee shall have caused to be prepared and submitted to the Lessor a written report of a site assessment in scope, form and substance, and prepared by an independent, competent and qualified professional and engineer, registered in the State of Illinois, satisfactory to the Lessor, and dated not

more than eighteen (18) months prior to the expiration of the Lease, showing that:

- (1) the Demised Premises and any improvements thereon do not materially deviate from any requirements of the Environmental Laws, including any licenses, permits or certificates required thereunder;
  - (2) the Demised Premises property and any improvements thereon do not contain: (i) asbestos in any form; (ii) urea formaldehyde; (iii) items, articles, containers, or equipment which contain fluid containing polychlorinated biphenyls (PCBs); or (iv) underground storage tanks which do not comply with Environmental Laws;
  - (3) the engineer has identified, and then describes, any Hazardous Materials utilized or maintained on the Demised Premises, the exposure to which is prohibited, limited, or regulated by any Environmental Laws;
  - (4) if any Hazardous Materials were utilized and maintained on the Demised Premises, the engineer has conducted and submitted a Phase II Environmental Assessment of the Demised Premises, which documents that the Demised Premises and improvements are free of contamination by Hazardous Materials;
  - (5) the engineer has identified and then describes, the subject matter of any past, existing, or threatened investigation, inquiry, or proceeding concerning environmental matters by any federal, state, county, regional or local authority, (the "Authorities"), and described any submission by Lessee concerning said environmental matter which it intends to give, has been given or should be given with regard to the Demised Premises to the Authorities; and
  - (6) the engineer includes copies of the submissions made pursuant to the requirements of Title III of the the Superfund Amendments and Reauthorization Act of 1986, (SARA) Section 11001 et seq. of Title 42 of the United States Code.
- G. In the event Lessee should receive a Notice of Environmental Problem, Lessee shall promptly provide a copy to the Lessor, and in no event later than seventy-two (72) hours from Lessee's and any tenant's receipt or submission thereof. "Notice of Environmental Problem" shall mean any notice, letter, citation, order, warning, complaint, inquiry, claim, or demand that: (i) the Lessee has violated, or is about to violate, any Environmental Laws; (ii) there has been a release, or there is a threat of release, of Hazardous Materials, on the Demised Premises, or any improvements thereon; (iii) the Lessee will be liable, in whole or in part, for the costs of cleaning up, remediating, removing, or responding to a release of Hazardous Materials; or (iv) any part of the Demised Premises or any improvements thereon is subject to a lien in favor of any governmental entity for any liability, costs, or damages, under any Environmental Laws,

arising from or costs incurred by such government entity in response to a release of a Hazardous Material.

**10.11 INSPECTION AND RIGHT OF INSPECTION (ENVIRONMENTAL)**

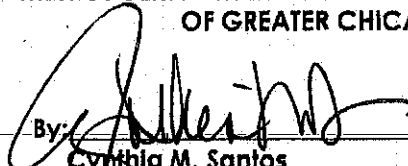
- A. In the event Lessee receives a Notice of Environmental Problem as defined in Paragraph 10.01, Lessee shall, within ninety (90) days, submit to Lessor a written report in scope, form and substance, and prepared by an independent, competent and qualified, professional, registered engineer, reasonably satisfactory to the Lessor, showing that the engineer made all appropriate inquiry consistent with good commercial and customary practice and consistent with generally accepted engineering practice and procedure, indicating whether any evidence or indication came to light which would suggest there was a release of substances on the Demised Premises which could necessitate an environmental response action, and which describes the Demised Premises compliance with, or lack thereof, and with all applicable environmental statutes, laws, ordinances, rules, and regulations, including licenses, permits, or certificates required thereunder, and the Lessee's compliance with the representations and warranties previously set forth in this Lease. After review of the written report, upon reasonable basis therefor Lessor may require Lessee to submit a written Phase II Environmental Assessment pursuant to provisions set forth in paragraph 10.10A.
- B. Lessor hereby expressly reserves to itself, its agents, attorneys, employees, consultants, and contractors, an irrevocable license and authorization to enter upon and inspect the Leased Premises and improvements thereon, and perform such tests, including without limitation, subsurface testing, soils, and groundwater testing, and other tests which may physically invade the Demised Premises or improvements thereon, as the Lessor, in its sole discretion, determines is necessary to protect its interests.

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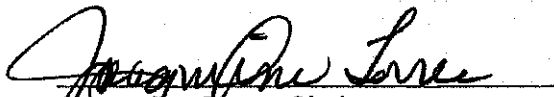
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO has caused this instrument to be executed in triplicate by the Chairman of the Committee on Finance of its Board of Commissioners and attested by its Clerk, and its corporate seal to be hereunto affixed; and the Lessee has caused this instrument to be executed in triplicate by its Mayor and attested by its Clerk and its corporate seal to be hereunto affixed all the day and year first above written.


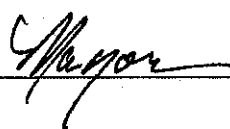
METROPOLITAN WATER RECLAMATION DISTRICT  
OF GREATER CHICAGO

By:   
Cynthia M. Santos  
Chairman of the Committee on Finance

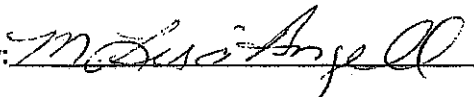
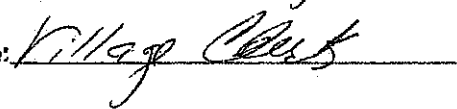
ATTEST:

  
Jacqueline Torres, Clerk

VILLAGE OF MOUNT PROSPECT

By:   
Title: 

ATTEST:

By:   
Title: 

# THE WATERWAY STRATEGY RESOLUTION

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of  
The Metropolitan Sanitary District of Greater Chicago:

*That henceforth all Metropolitan Sanitary District waterway property leases will encourage public open space, recreation and water edge accessibility in harmony with appropriately scaled industrial, commercial, and residential development thus motivating an extension of the benefits of Chicago's magnificent lakefront throughout the inland waterway system.*

The resolution was unanimously adopted on February 23, 1984 and affects the 7,000 acres owned by the MSD bordering the inland waterway system. This resolution represents another formal commitment in a long series of carefully engineered innovations. The MSD has been entrusted with the preservation of clean water for almost 100 years. Initial clean water efforts required the MSD to redirect the polluted water flowing into Lake Michigan, the region's primary water supply. Reversing the flow of the polluted rivers was accomplished by the construction of locks and canals. The MSD waterway property was acquired as a right-of-way for the canal construction, river reversals and improvements. This waterway property stretches from Lake Michigan to Joliet, Illinois, a distance of more than 30 miles and totaling more than 7,000 acres. The water quality in the lake gradually improved through the 30-year canal construction period. Upon completion, industrial development along the canals and rivers was encouraged and contributed to the growth of Chicago and the region.

In 1925 and 1930, the United States Supreme Court limited the amount of water which could be diverted from Lake Michigan for dilution of the inland waterways. Post World War II population increases and associated development resulted in severe flooding of rivers and their tributaries during heavy rainstorms. Pollution control and treatment facilities required constant expansion and improvements, but the water quality in the waterways continued to deteriorate. During the 1960s the United States Environmental Protection Act set national standards for clean water. The need to meet these new standards to clean the polluted waterways spurred the MSD to propose another innovative solution - a system of deep tunnels and flood control reservoirs. Initial phases of this construction program, known as the Tunnel and Reservoir Plan, will be completed in 1985 and will stimulate dramatic improvements in the water quality of the inland waterways.

As the commitment to a clean lake made possible the magnificent parks and world famous skyline of Chicago, the clean inland water will be the impetus for the development of the 7,000 acres of MSD property along the canals and rivers. With prudent planning, the challenge of new development along the waterways can incorporate a wide range of land uses while providing a variety of intrinsic and tangible benefits.

## INTENTION OF THE RESOLUTION

...an extension of the benefits of Chicago's magnificent lakefront throughout the inland waterway system.

Originally, the canals were constructed to reverse the flow of the rivers away from the lake and to dilute wastewater overflows. Historically, they have been used as a transportation link between the Great Lakes and the Mississippi River. These important shipping lanes have been primarily an industrial asset and an occasional source of pleasure and recreation. The anticipated clean inland waterways will become a revitalized asset throughout the three-county area they traverse. As the water quality improves dramatically with the completion of the Tunnel and Reservoir Plan in 1985, the MSD waterway property will become an attractive resource for surrounding communities and the metropolitan area. The MSD resolution recognizes the potential usefulness of the MSD property as valuable development sites. The waterways and MSD property will, for the first time in history, provide a handsome environment for everyday activities - working, living, shopping and relaxing. The MSD waterway property leasing program will entice a broader range of land uses such as housing complexes, shopping malls, office centers, professional buildings, restaurants, marinas, parks, manufacturing, warehousing, and industry.

Development of the MSD waterway property will be a gradual but continual process meeting the needs of each current and prospective leaseholder. The projected development will occur as vacant parcels are leased and as existing leases are renewed. Each site must reserve a portion for access and use by the general public; and each site must link its reserved area with the adjacent site. In this manner, a linear easement the entire length of the inland waterway system will be created. Wherever possible this easement will allow access to the water's edge. Leaseholders and lease requesters must demonstrate a willingness to include development of this linear easement prior to approval of the lease renewal or request. The character of the easement and the development will be tailored to match the accompanying requirements of the nearby municipality. Thereby, these public benefits will be accrued as the private sector finances approved projects on MSD leased land.

Although development can be expected to come in many forms, shapes and sizes, some common characteristics will knit the individual uses together with continuity and unity without sacrificing diversity. The comprehensive development will be a continual ribbon of enterprising land uses, each meshing with the next, and integrating the inland waterway system into the environment of daily life.

## C H-A-L-L E N G E   O F   T H E   R E S O L U T I O N

*...public open space, recreation and water edge  
accessibility in harmony with appropriately scaled  
industrial, commercial, and residential development*

While the MSD continues to preserve and improve water quality in the inland waterways, accessibility and usefulness of the waterways will be increased through implementation of the MSD waterway strategy resolution. This goal will be attained through the development of the linear easement on the MSD waterway property. As vacant sites are leased and existing leases are renewed, the linear easement will progressively evolve into one of three general types: public use easement, multiple use easement, or scenic easement.

A variety of elements will be integrated into the development of the linear easement, including bank stabilization, erosion control, pathways, fences, berms, retaining walls, landscaping and lighting. While increased accessibility and usefulness of the MSD waterways and waterway property is the primary goal, these elements used advantageously can offer a range of other desirable effects, e.g. noise barriers, visual barriers, energy conservation and site enhancement. Use and selection of the elements will be determined by their respective appropriateness on the specific site. While the plan and development costs are the responsibility of the leaseholder of the specific site, the complete development of the easement on the individual parcel can be series of phases staged to occur over a period of 2-3 years.

The primary linear easement will be a public use easement allowing public access to the water's edge and canal bank by means of a pathway. The linear easement will take the form of a multiple use easement in those areas where water-oriented industries require use of the water for docks and barge slips. Whenever possible public access to the water's edge would be maintained, while other portions of the easement will continue to traverse the site without interference with the industrial leaseholders' activity. A scenic easement, where direct public access is minimized, will occur only as a necessity to protect a site of unique, historical value. Some sites may have temporary scenic easement designations while the parcel is unleased or while the parcel is under construction or development.

While information concerning minimum allowable easements is available, the MSD expects that the private sector will cooperate with and recognize the many benefits resulting from the full implementation of the MSD waterway strategy resolution.

Development of the MSD waterway property will be a gradual but continual process meeting the needs of each current and prospective leaseholder. The projected development will occur as vacant parcels are leased and as existing leases are renewed. Each site must reserve a portion for access and use by the general public, and each site must link its reserved area with the adjacent site. In this manner, a linear easement the entire length of the inland waterway system will be created. Wherever possible this easement will allow access to the water's edge. Leaseholders and lease requesters must demonstrate a willingness to include development of this linear easement prior to approval of the lease renewal or request. The character of the easement and the development will be tailored to match the accompanying requirements of the nearby municipality. Thereby, these public benefits will be accrued as the private sector finances approved projects on MSD leased land.

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WATERWAY STRATEGY RESOLUTION

div NB  
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WHEREAS, The Metropolitan Sanitary District of Greater Chicago is entrusted with and dedicated to the preservation of clean water; and

WHEREAS, The Metropolitan Sanitary District of Greater Chicago recognizes that dramatic improvements in water quality will occur in the inland waterway system upon completion of the initial phases of the Tunnel and Reservoir Plan in 1985; and

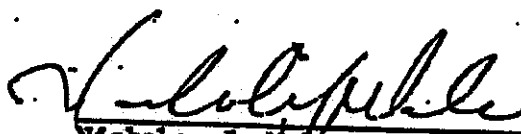
WHEREAS, The Metropolitan Sanitary District of Greater Chicago is the owner of more than 7,000 acres of property adjacent to the inland waterway system;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of The Metropolitan Sanitary District of Greater Chicago:

1. That henceforth all Metropolitan Sanitary District waterway property leases will encourage public open space, recreation and water edge accessibility in harmony with appropriately scaled industrial, commercial, and residential development thus motivating an extension of the benefits of Chicago's magnificent lakefront throughout the inland waterway system.
2. This Resolution shall be effective immediately upon its passage.

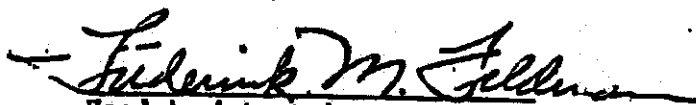
Dated: February 23, 1984.

Approved:

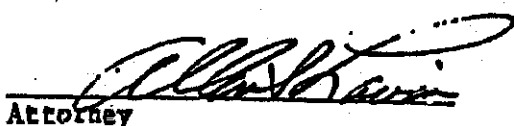


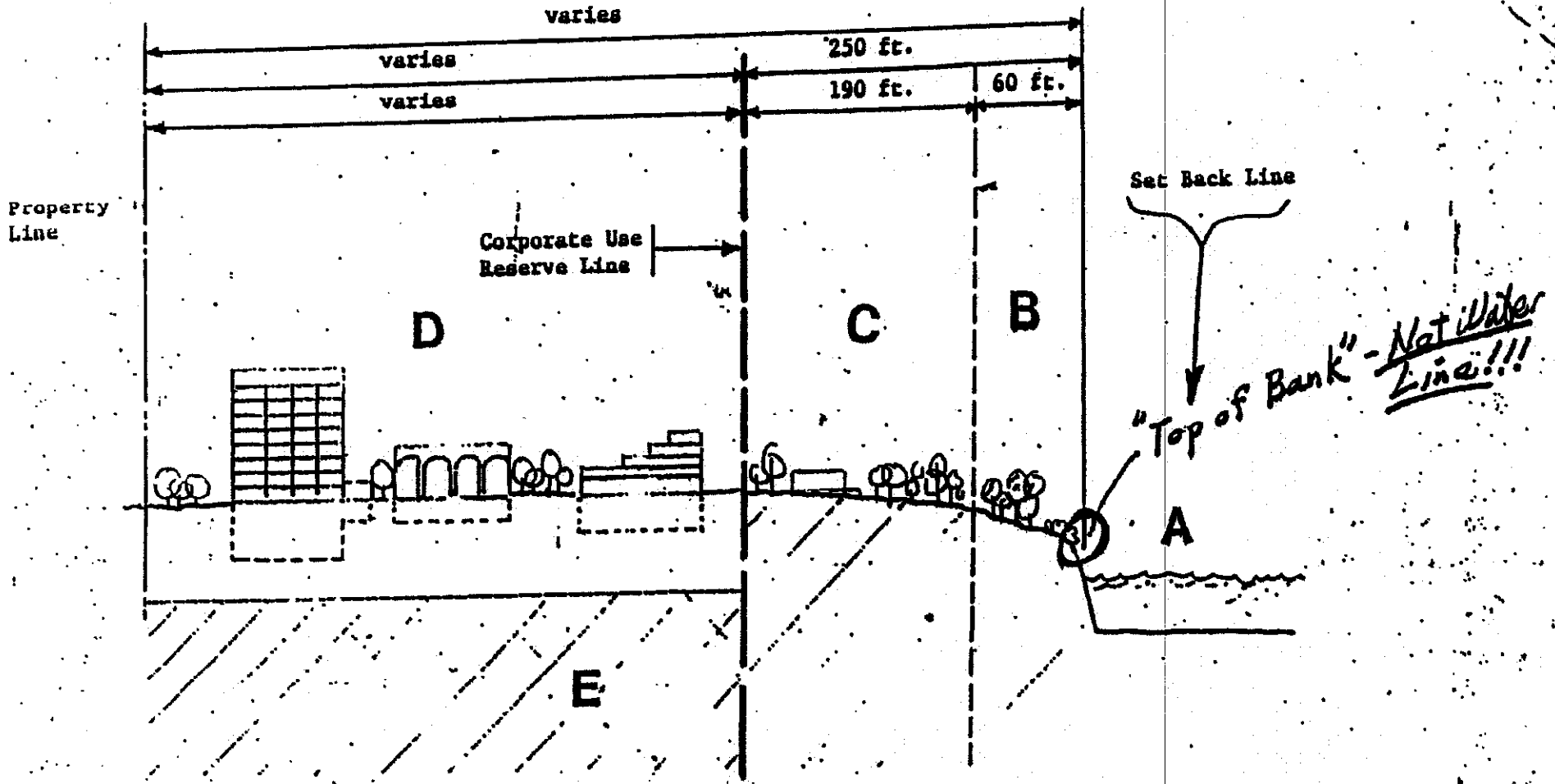
Nicholas J. Meles, President  
Board of Commissioners  
The Metropolitan Sanitary District  
of Greater Chicago

Approved as to Form & Legality:



Head Assistant Attorney

  
Attorney



**LEGEND**

- A. Waterway
- B. 60 foot Open Space Setback Area
- C. 190 foot Corporate Use Reserve Area
- D. Development Area
- E. Subsurface and Mineral Rights Reservation.

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

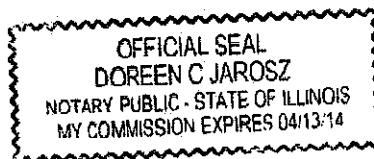
The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Irvana K. Wilks, personally known to me to be the Mayor of Village of Mount Prospect a municipal corporation, and M. Lisa Angell, personally known to me to be the Village Clerk of said municipal corporation and personally known to me to be same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and Village Clerk of said municipal corporation, duly executed said instrument in behalf of said municipal corporation and caused its corporate seal to be affixed thereto pursuant to authority given by the corporate authority of said municipal corporation, as its free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24th day of August, A.D. 2012.

Doreen C. Jarosz  
Notary Public

My Commission expires:

4-13-14



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

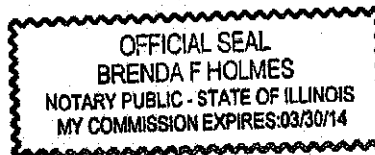
I, Brenda F. Holmes Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Cynthia M. Santos personally known to me to be the Chairman of the Committee on Finance of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a municipal corporation, and Jacqueline Torres, personally known to me to be the Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman of the Committee on Finance and such Clerk, they signed and delivered the said instrument as Chairman of the Committee on Finance of the Board of Commissioners and Clerk of said municipal corporation, and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Commissioners of said municipal corporation, as their free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10<sup>th</sup> day of September A.D. 2013

Brenda F. Holmes  
Notary Public

My Commission expires:

3/30/14



**APPROVED AS TO FORM AND LEGALITY:**

*Susan M. Kaf*  
\_\_\_\_\_  
Head Assistant Attorney

*AK*

*Donald M. Hill*  
\_\_\_\_\_  
General Counsel

**APPROVED:**

*[Signature]*  
\_\_\_\_\_  
Executive Director

**RECEIVED:**

Fee

Insurance

Bond *N/A*

**Attachment B | Agreement between the Village of Mount Prospect, the Mt. Prospect Park District and the Arlington Heights Park District for the Recreational Use of the Water Reclamation District Reservoir, Cook County, Illinois (Melas Park)**

**AN AGREEMENT BETWEEN THE VILLAGE OF MOUNT PROSPECT,  
THE MOUNT PROSPECT PARK DISTRICT AND THE  
ARLINGTON HEIGHTS PARK DISTRICT FOR THE  
RECREATIONAL USE OF WATER RECLAMATION DISTRICT  
RETENTION RESERVOIR, COOK COUNTY, ILLINOIS  
(MELAS PARK)**

THIS AGREEMENT made and entered into this 10 day of July,  
2012, by and among THE VILLAGE OF MOUNT PROSPECT, a municipal corporation  
(the "Village"), the MOUNT PROSPECT PARK DISTRICT and the ARLINGTON  
HEIGHTS PARK DISTRICT, municipal corporations (jointly referred to as "the Park  
Districts" and "the Parties");

**WITNESSETH:**

WHEREAS, the Parties are legal entities organized and existing under the laws  
of the State of Illinois; and

WHEREAS, the Village has entered into an agreement ("Master Lease") dated  
the 10 day of July, 2012, with the Water Reclamation District of Greater Chicago  
(the "Water Reclamation District") to develop, improve, maintain and use the Water  
Reclamation District Retention Reservoir (Melas Park) ("the Premises"), as further  
described on attached *Exhibit A* for recreational and sport activities.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars  
(\$10.00) and the premises, covenants and undertakings of the Parties and other good  
and valuable consideration, the receipt of which is hereby acknowledged, the Parties  
agree as follows:

## SECTION ONE

### GRANT OF LICENSE

A. Except as otherwise provided, the Village does hereby grant to the Park Districts the exclusive use of Melas Park for recreational events and activities for a period commencing on the date of this Agreement up to and including July 10, 2051, and continuing thereafter until terminated by any Party upon ninety (90) days prior written notice. The Park Districts shall have the right at their sole expense to maintain recreational lighting, shelter houses and other recreational support facilities, recreational equipment, driving range, recreational pathways, landscaping, shrubs and other plant material and parking lots all subject to the prior written approval of the Metropolitan Water Reclamation District's Chief Engineer and the Village Manager. In addition, all such work shall be in accordance with the Master Lease, attached as *Exhibit B*. The Park Districts acknowledge that they have inspected the Premises and accept the Premises in "as is" condition and waive any claims against the Village of Mount Prospect for any current or future defects which may be discovered. The Park Districts shall be responsible for any hazardous or toxic condition that either may create.

B. The Park Districts intend to install new improvements as set forth on *Exhibit B*. The Village approves of these improvements provided they are installed in compliance with applicable law.

C. The Village or its designate shall be responsible for the underground storm drainage systems, pump house, north parking lot and road leading into and out of the Premises as configured on the date of this Agreement shall maintain such improvements at its expense. The Park Districts shall maintain the balance of the

Premises and the recreational improvements on the property and share the cost of such maintenance between themselves as they may mutually agree.

D. All maintenance and service fees for the electrical service on the plateau bordering Central Road shall be the responsibility of the agency using such service or authorizing the use of such service by a third party.

E. Anything in this Agreement to the contrary notwithstanding, the Village reserves the right to conduct maintenance on the underground drainage systems serving the retention basin at any time on forty-eight (48) hours notice to the Park Districts. The Village will use its best efforts not to disrupt Park District programs but the Village shall not be liable for any disruptions to the programs. This shall in no way affect the Village's right to conduct emergency maintenance without notice to the Parties.

## SECTION TWO

### USE

A. The Park Districts specifically understand that the license is granted exclusively to the Park Districts. The license does not give the Park Districts any interest or estate in the land. Both the Village and the Water Reclamation District, except as otherwise provided by this Agreement, retain control of the Premises, including access at all times for emergency purposes and routine testing and maintenance. The Village also retains the right to enter upon and use the Premises for the purpose of making such surveys, soil borings or other purposes as may be deemed necessary by the Village or the Water Reclamation District. However, any such use of the property, except for emergencies and routine testing and maintenance by the Water

Reclamation District or the Village, which would interfere with scheduled Park District programs or activities may be made only upon at least sixty (60) days prior written notice.

B. The Park Districts shall have the right to determine reasonable programs to be conducted on the Premises and the hours during which the public may have access to the Premises.

C. The Village reserves the right to allow use of the Premises for the annual 4<sup>th</sup> of July celebration, including a fireworks display, as well as up to four (4) other community events per year, the dates, term and duration of which shall be mutually coordinated by the Parties. The Village shall have the right to allow the sale or delivery of alcoholic beverages for the aforesaid five (5) events in each calendar year.

D. Any Party disturbing or disrupting any part of the Premises because of a particular use of the Premises or because of the improvement of the Premises may be required to reasonably restore the Premises to its original condition other than normal wear and tear within a reasonable time after such use and/or improvement is completed.

E. The Village reserves the right to use the northwest parking lot for dumping snow and as a transfer point for dumping leaves in the fall. The snow may be stored on site.

F. The Village of Arlington Heights maintains a pumping station on the subject property. The Village of Arlington Heights shall retain such rights and/or license that it currently has to enable it to continue to use and maintain the pumping station. The

existing access road to the pumping station shall remain open twenty-four (24) hours a day for access by the Villages of Arlington Heights and Mount Prospect.

G. Additionally, the Village or a third party may desire to construct a large diameter underground storm relief sewer on the subject property. The Village retains the full right to permit such underground storm sewer on reasonable terms agreed to by the Parties using reasonable caution to minimize the disruption to the Park Districts' programs.

H. The Village shall have the absolute right to the exclusive use of a portion of the site of not to exceed one acre in the extreme southwest corner of the property for placement of an elevated water storage tank. The Village's only payment to the Park Districts for the site shall be the reasonable cost of moving structures or equipment from the area to another portion of the site.

I. The Village of Mount Prospect reserves the right to use a strip of the Premises not less than twenty feet (20') in width along the north line of the current public works facility for utilities, ingress and egress and Village waterworks improvements.

J. The Village shall patrol the Premises consistent with the manner in which it patrols other parks in the Village.

### **SECTION THREE**

#### **TERMINATION**

A. In the event either of the Park Districts use or allow the Premises to be used for any purpose other than those specified in this Agreement, or violate any of its

provisions, then this Agreement may be terminated by the Village as to the offending Park District. To affect such termination, the Village must give the Park District written notice to cease such improper activity or correct such violation. If the Park District fails to comply or is unable to comply with such notice within thirty (30) days of receipt of such notice, this Agreement shall be at an end and the Village shall have no further obligation to that Park District. However, all Parties acknowledge the existence of the Master Lease and that MWRD may have a right to terminate all use of the Subject

Property, irrespective of which Party to this License Agreement may be the cause of the breach. Therefore, each Park District shall hold the Village harmless if the Master Lease is terminated by MWRD on account of a breach by either Park District. The Village shall have the right, but not the obligation to attempt to cure such a breach by a Park District and shall have the right, but not the obligation to enter into litigation with MWRD if MWRD threatens to terminate or does terminate the Lease on account of an alleged breach by any Party.

B. If the Metropolitan Water Reclamation District or Village fails to give approval to the recreation development plans submitted by the Park Districts consistent with *Exhibit B*, then the Park Districts have the right to terminate this Agreement upon ninety (90) days written notice.

C. Upon termination of this Agreement for any reason whatsoever, each Park District shall remove its own improvements, subject to the following:

1. In the event this Agreement is terminated on account of (a) passage of the thirty-nine (39) year term; (b) breach by either Park District including a breach as described in (A) above; (c) or by order of the Water Reclamation District; the

Park Districts shall vacate the Premises at their expense, within ninety (90) days of receiving written notice to do so. If the Agreement is terminated under this subsection (1), the Village of Mount Prospect shall not be responsible for payment for any improvements of any kind or nature installed by the Park Districts.

2. If the Village terminates the Agreement for reasons other than those set forth in (a), (b) or (c) in subsection 1 above, the Village shall pay to the Park Districts the depreciated cost of improvements made to the property, determined through use of a forty (40) year straight line depreciation method (figured from the date of installation) applied to the actual costs incurred by the Park Districts, less any federal or state grant monies received, unless reimbursement to such governmental body is required in improving the property for such things as engineering, surveying, grading, drainage, seeding, landscaping, construction, purchase and/or installation of structures and equipment that have been approved by the Village and the Water Reclamation District.

3. Upon the termination of this Agreement for any reason whatsoever, the Park Districts shall, upon request of the Village, remove or cause to be removed any and all debris on the Premises and any and all landscaping, equipment, facilities, or other things erected or placed upon the Premises and will yield up the Premises to the Village in an good condition as when the same was entered upon by the Park Districts. Upon the Park Districts' failure to do so, the Village, after ninety (90) days' written notice of intent to do so, may accomplish such removal at the sole expense and cost of the Park Districts.

## SECTION FOUR

### INDEMNIFICATION

A. The Park Districts shall be solely responsible for and shall defend, indemnify, keep and save harmless, the Village and the Water Reclamation District, their officers, elected officials, commissioners, agents and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue, directly or indirectly, against the Village or the Water Reclamation District, their officers, elected officials, agents or employees, in consequence of the granting of this license, or which may in any way result from or from any work don under this Agreement. This indemnification and hold harmless shall apply whether or not it is alleged or determined that the act was caused through negligence or omission of the Park Districts, or Park Districts' elected officials, employees or of any contractor or subcontractor, or their employees. This indemnification and hold harmless shall apply to any damage done to the Park Districts' property on account of flood, rainfall, snow, water damage and any other acts of God. Each Park District shall, at its sole expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising under this Paragraph A or incurred in connection with these indemnifications.

B. The Village shall be solely responsible for and shall defend, indemnify, keep and save harmless, the Park Districts and the Water Reclamation District, their officers, commissioners, agents and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue, directly or indirectly, against the Park Districts or either of them or their

officers, elected officials, volunteers, agents or employees resulting from the Village's use of the property for the annual Fourth of July celebration and fireworks display, other events sponsored by, or use made of the property by, the Village, including use made of the property for maintenance purposes, whether or not it shall be alleged or determined that the act was caused through the negligence or omission of the Village of Mount Prospect, or the Village's agents or employees, or of any contractor, subcontractor or service organization or their agents or employees, if any, and the Village shall, at its sole expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising from or incurred in connection with such negligence or omission.

## **SECTION FIVE**

### **INSURANCE**

Each Park District shall procure, maintain and keep in force, at its own expense, comprehensive general liability and property damage coverage which shall extend and apply to the Village and the Water Reclamation District, their commissioners, officers, elected officials, volunteers, agents and employees. This coverage shall be of the nature of and have limits in the amount set forth in Section 4.04 of the Master Lease. The obligations of the Village to the Water Reclamation District in Sections 4.04 through 4.12 shall likewise be the obligations of the Park Districts to the Village and the Water Reclamation District.

The Park Districts expressly understand and agree that the liability coverage required by this Agreement, or otherwise provided by the Parties, shall in no way limit

the responsibility of the Park Districts to defend, indemnify, keep and save harmless the Village in accord with the terms of this Agreement.

## SECTION SIX

### MISCELLANEOUS

A. Alternative Dispute Resolution/Arbitration. The Parties expressly agree that, in the event a claim is made naming more than one Party as a defendant, within sixty (60) days after service of the claim, or at another time agreed upon by the Parties in writing, to confer and discuss in good faith the issues of relative culpability and/or contribution among the Parties. The Parties shall attempt to determine the manner in which all costs, attorney's fees, compensation, damages and all other like charges shall be allocated among the Parties in the defense of the claim, or for settlement or trial of the claim. If no agreement is reached within ninety (90) days, the Parties shall have the right to take whatever action, whether legal or otherwise, available to them to enforce their respective rights under this Agreement.

B. Phase I Environmental Studies. The Park Districts shall be jointly and severally liable for the costs of conducting any Phase I studies required by the Water Reclamation District in the Master Lease. This shall include the Phase I study to be commenced and conducted upon the execution of the Master Lease.

C. Additional Compensation. Each Park District shall be responsible for the payment of the Additional Compensation pursuant to Article II, Paragraph B of the Master Lease with respect to revenue generated by the respective Park District's activities. Each Park District shall furnish to the Village a certified statement of such revenue as set forth in Article II, Paragraph B.

D. Taxes, Water Rates and Assessments. If any liability accrues to the Village under Section 3.06 of the Master Lease on account of either or both of the Park District(s)' activities or use of the Premises, then the Park Districts shall be jointly and severally liable to the Village for such accrual of liability.

E. Development, Construction and Environmental Obligations. Each and every obligation and undertaking of the Village pursuant to the Master Lease with respect to any construction, development, initiative or other matter shall apply with equal force and effect to the Park Districts as if the Park Districts were also signatories to the Master Lease.

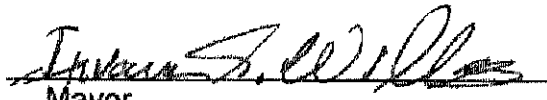
F. Notice. Any notice provided to be given shall be deemed properly served if delivered in writing personally or mailed by registered or certified mail, postage prepaid, return receipt requested, to the Parties in care of such persons or addresses as either party may from time to time designate in writing.

G. Conflict. Wherever this Agreement conflicts with any previous agreements and leases signed with the Metropolitan Sanitary District (Metropolitan Water Reclamation District) and still in effect, the previous agreements and leases with the Metropolitan Sanitary District (Metropolitan Water Reclamation District) shall be in full force and effect and any conflicts in this Agreement shall be null and void.

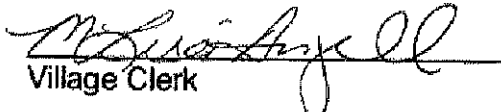
H. Joint and Several Liability. The Park Districts shall be jointly and severally liable for carrying out the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed in triplicate by their duly authorized officials and to be duly attested and have affixed their corporate seals all on the day and year first above written.

VILLAGE OF MOUNT PROSPECT

By:   
Mayor

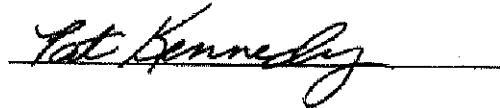
ATTEST:

  
Village Clerk

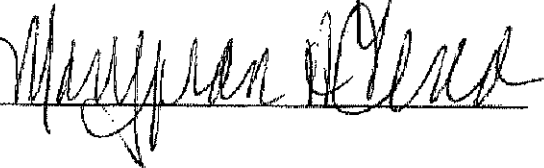
MOUNT PROSPECT PARK DISTRICT

By: 

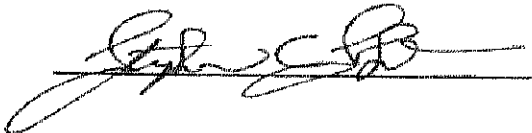
ATTEST:



ARLINGTON HEIGHTS PARK DISTRICT

By: 

ATTEST:



## Legal Description

That part of Section 33, Township 42 North, Range 11 East of the Third Principal Meridian described as follows:  
Beginning at the northeast corner of Lot 2 in MELAS RESUBDIVISION recorded as Document 87420862 on July 30, 1987; thence North 89° 31' 08" West (assumed bearing), 752.64 feet along the north line of said Lot 2, also being the south line of Lot 1 in said MELAS RESUBDIVISION, to the northwest corner of said Lot 2; thence North 0° 21' 37" East, 1,466.73 feet along the west line of said Lot 1 to the northwest corner of said Lot 1; thence South 89° 27' 54" East, 1,250.56 feet along the north line of said lot 1 and along the south line of the north half of the Northeast Quarter of the Southwest Quarter of the aforesaid Section 33, to the southeast corner of the West half of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 33; thence North 0° 21' 58" East, 186.36 feet along the East line of said West half of the Northeast Quarter of the Northeast Quarter to a point on the Southwesterly Right of Way line of the Union Pacific Railroad; thence South 59° 04' 04" East, 383.20 feet along said Southwesterly line to a point on the East line of the Southwest Quarter of the aforesaid Section 33; thence South 0° 22' 04" West along said East line, 19.15 feet; thence South 59° 04' 04" East along the Southwesterly line of the Union Pacific Railroad 218.64 feet; thence South 0° 22' 04" West, 1,591.16 feet along the west line of DIMUCCI'S RESUBDIVISION recorded as Document 20733147 on January 28, 1969 and along the west line of the FIRST ADDITION TO CENTRALWOOD recorded as Document 10455025 on August 14, 1929 to a point 250.00 feet north of the south line of the aforesaid Section 33; thence North 89° 29' 54" West, 250.00 feet along a line 250.00 feet north of and parallel with the south line of the aforesaid Section 33, to the northwest corner of ARLINGTON CLUB BEVERAGE COMPANY SUBDIVISION, recorded as Document 24774848 on December 21, 1978; thence South 0° 22' 04" West, 200.00 feet along the west line of said subdivision to the southwest corner of said ARLINGTON CLUB BEVERAGE COMPANY SUBDIVISION; thence North 89° 31' 09" West, 766.06 feet along the north Right of Way line of Central Road to a corner of Lot 1 in MELAS RESUBDIVISION; thence North 0° 20' 46" East, 463.33 feet along Lot line of said Lot 1 to the point of beginning, all being in Cook County, Illinois.

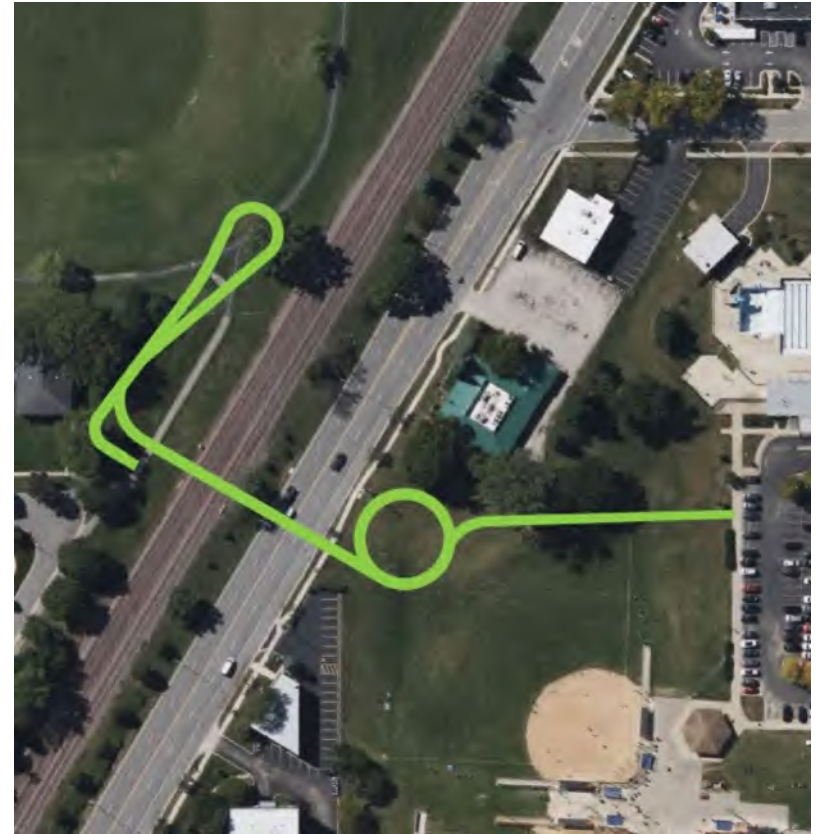
Area = 69.5 Acres





Attachment C | Concept Drawings for the Melas-Meadows  
Pedestrian and Bicyclist Bridge

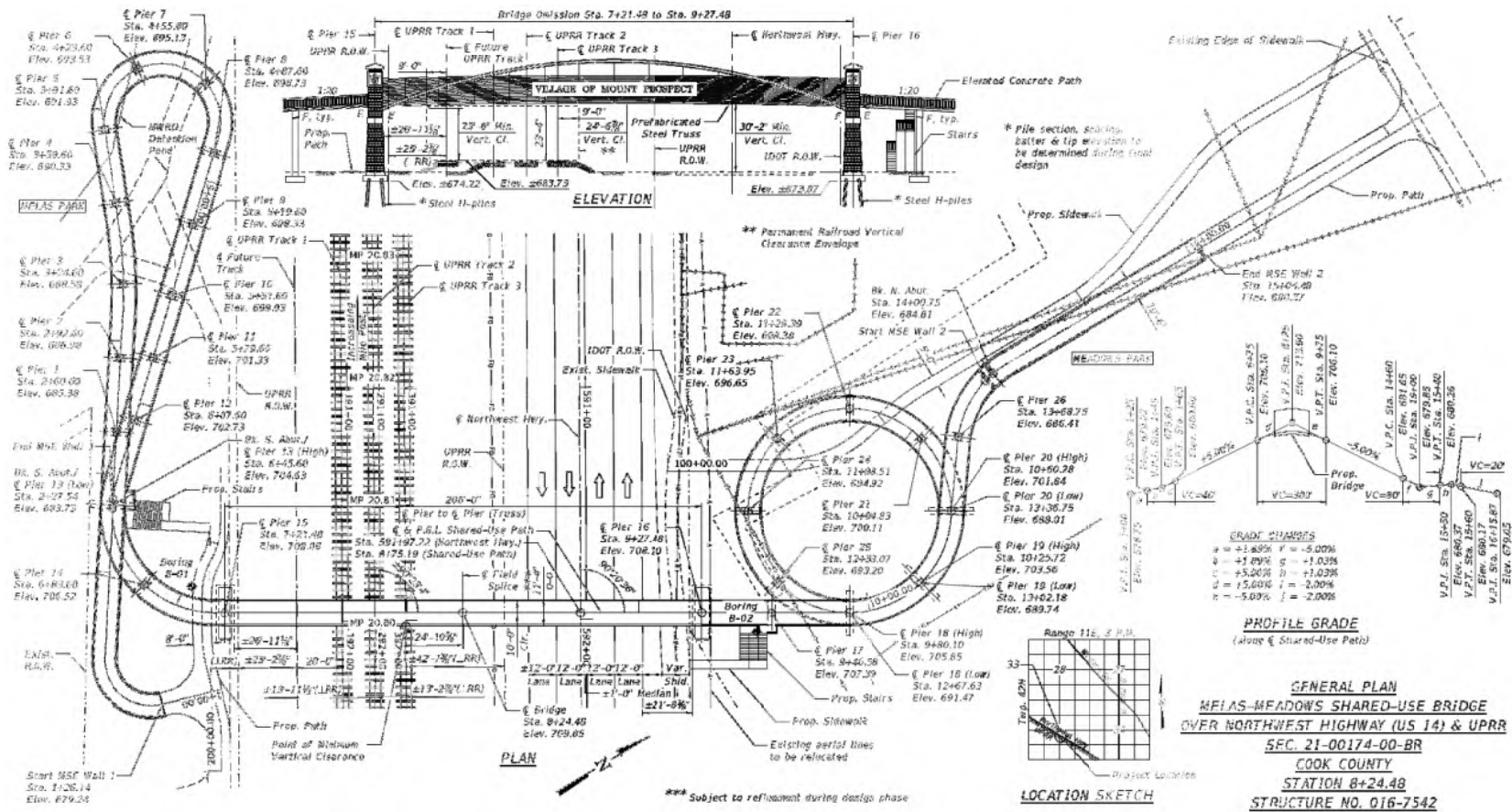
# Melas-Meadows Pedestrian Bridge



# Meadows Park Bridge Layout



# Approved Type, Size, Location Plan



# Preliminary Renderings



# Preliminary Renderings



Attachment D | Plat of Easement for Melas/Meadows Bridge  
at Meadows Park

# PLAT OF EASEMENT

OF LOT 1 - MEADOWS PARK PLAT OF CONSOLIDATION  
COOK COUNTY, ILLINOIS

**LEGAL DESCRIPTION OF PARCEL**  
LOT 1 IN MEADOWS PARK PLAT OF CONSOLIDATION-PHASE ONE ACCORDING TO THE PLAT THEREOF RECORDED MARCH 3, 2004 AS DOCUMENT 040639029, COOK COUNTY, ILLINOIS  
PERMANENT TAX NUMBER(S): 03-33-400-020; 03-33-405-021

**LEGAL DESCRIPTION OF PERMANENT EASEMENT PARCEL**

THAT PART OF THE LOT 1, IN MEADOWS PARK PLAT OF CONSOLIDATION-PHASE ONE ACCORDING TO THE PLAT THEREOF RECORDED MARCH 3, 2004 AS DOCUMENT 040639029, AND THAT PART OF VACATED ISABELLA STREET PER DOCUMENT NO. 24422315 DESCRIBED AS FOLLOWS WITH BEARINGS AND DISTANCES REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 (2011), BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF LOT 1 IN THE MEADOWS SUBDIVISION BEING A RESUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 33, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ON JULY 7, 1978 AS DOCUMENT 3029878, ALSO BEING THE SOUTH LINE OF SAID VACATED ISABELLA STREET, WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 1 IN MEADOWS PARK PLAT OF CONSOLIDATION, THENCE NORTH 89 DEGREES 50 MINUTES 07 SECONDS WEST ALONG SAID SOUTH LINE OF VACATED ISABELLA STREET AND SAID NORTH LINE OF LOT 1, 168.81 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, 60.10 FEET, THENCE NORTH 59 DEGREES 20 MINUTES 45 SECONDS WEST, 40.98 FEET, THENCE NORTH 0 DEGREES 0 MINUTES 32 SECONDS WEST 45.41 FEET, THENCE NORTH 89 DEGREES 50 MINUTES 07 SECONDS WEST, 33.00 FEET, THENCE NORTH 0 DEGREES 0 MINUTES 43 SECONDS WEST, 324.29 FEET, THENCE NORTH 89 DEGREES 59 MINUTES 17 SECONDS EAST, 63.00 FEET, 24 DEGREES 49 MINUTES 35 SECONDS EAST, 164.98 FEET, THENCE SOUTH 0 DEGREES 0 MINUTES 43 SECONDS EAST, 75.00 FEET TO THE POINT OF BEGINNING, SITUATED IN COOK COUNTY, ILLINOIS.

SAID PARCEL CONTAINING 0.723 ACRES, MORE OR LESS, OR 31,486 SQUARE FEET, MORE OR LESS.

**PERMANENT EASEMENT FOR PEDESTRIAN AND BICYCLIST BRIDGE PROVISIONS**

A PERMANENT EASEMENT FOR PEDESTRIAN AND BICYCLIST BRIDGE IMPROVEMENTS IS HEREBY GRANTED TO THE VILLAGE OF MOUNT PROSPECT, COOK COUNTY, ITS SUCCESSORS, AND ASSIGNS, A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER, ACROSS, UPON, ALONG, UNDER, IN AND THROUGH THAT PART OF THE HERON CAPTIONED PROPERTY DESIGNATED ON THE PLAT AND MARKED "PERMANENT EASEMENT" WITH FILL AND FREE ENTRY FOR THE PURPOSE OF CONSTRUCTING, DESIGNING, SURVEYING, RECONSTRUCTING, REPAIRING, MAINTAINING, TRAVERSING, AND OBSERVING SAID PUBLIC IMPROVEMENT, INCLUDING ANY APPURTENANCES AS MAY BE DEEMED NECESSARY BY THE GRANTEE, INCLUDING THE RIGHT TO CUT, TRIM, OR REMOVE TREES, BUSHES AND ROOTS, AS WELL AS FOR THE RIGHT OF THE PUBLIC TO USE THE SIDEWALK AND BRIDGE.

**EASEMENTS APPROVED BY:**

COMMONWEALTH EDISON COMPANY,

BY:

NICOR GAS,

BY:

COMCAST,

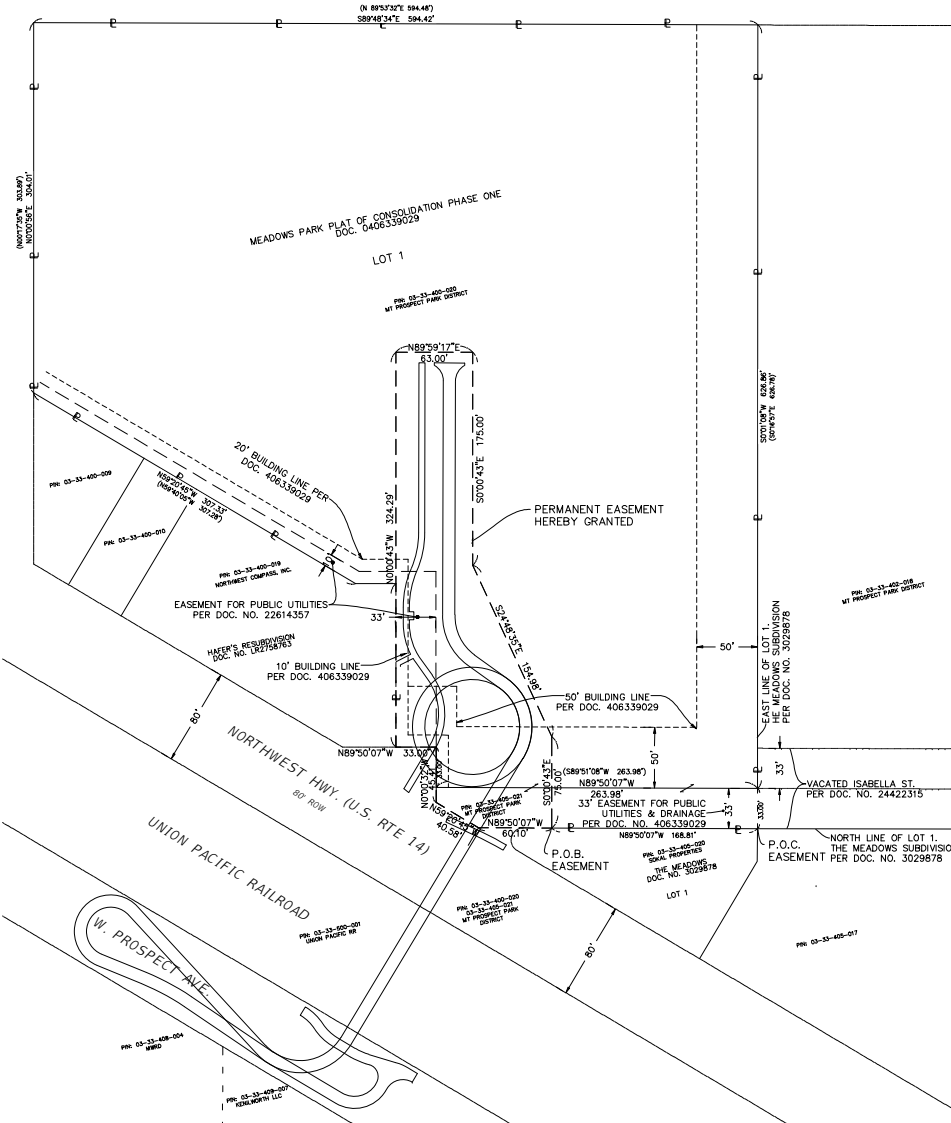
BY:

AT&T,

BY:

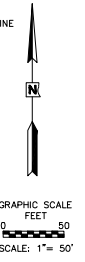
VERIZON,

BY:



**LEGEND**

-----	QUARTER SECTION LINE
-----	QUARTER QUARTER SECTION LINE
-----	PROPERTY (DEED) LINE
-----	EXISTING CENTERLINE
-----	EXISTING RIGHT OF WAY LINE
-----	EXISTING EASEMENT
-----	PROPOSED EASEMENT
-----	MEASURED DIMENSION
-----	RECORD DIMENSION
-----	FOUND MONUMENT AS NOTED



**OWNERS CERTIFICATE**

STATE OF ILLINOIS )  
SS )  
COUNTY OF COOK )

123.45'  
(678.90')

THIS IS TO CERTIFY THAT

IS THE OWNER OF THE PROPERTY DESCRIBED ABOVE AND AS SUCH OWNER HAS CAUSED THE SAME TO BE PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES AND SAID OWNER DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

DATED AT \_\_\_\_\_ ILLINOIS  
(CITY)  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ AD 20\_\_\_\_  
(DAY) (MONTH)  
BY \_\_\_\_\_ ATTEST \_\_\_\_\_  
(SIGNATURE) (SIGNATURE)  
TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(PRINT TITLE) (PRINT TITLE)

**NOTARY CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF COOK )

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT

PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT THEY SIGNED AND DELIVERED THE INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, AS GIVEN UNDER MY HAND AND NOTARIAL SEAL.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. \_\_\_\_\_

NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_

VILLAGE OF MOUNT PROSPECT SIGNATURE BLOCKS  
STATE OF ILLINOIS )  
COUNTY OF COOK )

ACCEPTED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MOUNT PROSPECT, COOK COUNTY, ILLINOIS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

BY: \_\_\_\_\_  
PRESIDENT

ATTEST: \_\_\_\_\_ CITY CLERK

**VILLAGE ENGINEER CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF COOK )

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF MOUNT PROSPECT, COOK COUNTY, ILLINOIS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

BY: \_\_\_\_\_ VILLAGE ENGINEER

**VILLAGE COLLECTOR CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF COOK )

APPROVED BY THE VILLAGE COLLECTOR OF THE VILLAGE OF MOUNT PROSPECT, COOK COUNTY, ILLINOIS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

BY: \_\_\_\_\_ VILLAGE COLLECTOR

**SURVEYORS CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF COOK )

THIS IS TO CERTIFY THAT I, MELISSA CONTRERAS, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, AND THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION FOR THE PURPOSE OF GRANTING TO THE VILLAGE OF MOUNT PROSPECT, COOK COUNTY, ILLINOIS A PERMANENT EASEMENT FOR BRIDGE AND PATH PURPOSES AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID EASEMENT.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

MADE FOR THE VILLAGE OF MOUNT PROSPECT, ILLINOIS

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-4055  
LICENSE EXPIRATION DATE: 11/30/2026

PREPARED BY

**CiorbaGroup**  
8725 W. Higgins Rd, Ste 600, Chicago, IL 60631  
P 773.775.4009 | www.ciorba.com

PROJ. MGR. BS PROJ. ENG. TH PROJ. SURVEYOR. MMC

**EASEMENT PLAT**  
MELAS-MEADOWS  
SHARED-USE BRIDGE OVER  
NORTHWEST HWY. & UPRR  
STRUCTURE NO. 016-7542

SCALE: 1" = 50' SHEET 1 OF 1 SHEETS

VILLAGE OF MOUNT PROSPECT

June 18, 2025

## FINANCIAL ADVISORS REPORT for May 2025

### Annual Comprehensive Financial Report (Audit)

The 2024 annual audit has been completed and is presented tonight. What a year financially, with voters approving the 46 million bond issue by a 64% majority and in the same year an unforeseen tort judgement affecting the District through the joint risk management pool. There is a wealth of financial information available in the report for reference. I always recommend reading the Transmittal Letter (p. vii) and the Management Discussion and Analysis (p. 4) as a start. These provide a narrative introduction, overview, and analysis of the basic financial statements.

### Golf Report

Total revenue is \$860,225 up \$6,230 over this time last year. Expenditures of \$773,151 are up 6%. The new sales taxes imposed on rentals is paid the following month. April tax paid in May brought year to date tax paid to \$6,483 up \$5,390 over last year. Taxes are included in rental rates.

### Rec Programs

May YTD Rec program revenues are \$1,559,878, up \$67,693 (4.5%) from last year.

### Childcare Programs

YTD revenues for Childcare programs through May are \$852,563, (up 2%) overall from last year. Kids Klub (down 3%) and Preschool (up 1%). Day Camp registration (up 7%). All three program groups are now separate graphs to better display trends.

### Recplex Facility Report

YTD revenue for the Recplex facility through May is \$248,605, up \$7,357 or 3% from last year. Within this category, pass sales are up 8%, and building rentals are up 9%.

### Pools Report

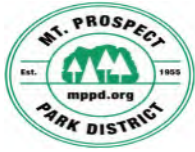
All three pool revenues through May of \$320,686 are down \$14,879 or 2% from last year. Swim Programs remain down compared to last year.

## **Central Programs**

Central program revenue YTD through May is \$161,642, down \$9,240 from last year. The 5% decline remains primarily in Youth Athletic program registrations.

## **Central Facility Revenue**

Central facility revenue YTD through May is \$236,653. Facility overall revenue is up \$33,590 or 17% from last year.



MOUNT PROSPECT PARK DISTRICT  
**SUMMARY - ALL FUNDS**  
 For Five Months Ended 5/31/25

42% of Calendar Year

ACCOUNT NAMES	TOTALS	CORP.	REC.	LIAB INS.	SOCIAL SEC	NWSRA	IMRF	CONSERV.	PAV/LIGHT	DEBT SRV	INT SERV.	NON BOND CAP PROJ	BOND CAP PROJ
BEGINNING BALANCE	19,028,388	3,379,227	8,104,079	1,107,996	349,321	572,537	266,663	697,561	82,075	874,887	83,547	834,485	2,676,009
<b>REVENUES:</b>													
PROPERTY TAXES	6,609,210	1,593,568	914,557	608,757	275,701	405,386	307,794	461,317	57,391	1,984,739	-	-	-
REPLACEMENT TAXES	113,339	37,402	75,937	-	-	-	-	-	-	-	-	-	-
RENTAL	410,331	18,788	334,855	-	-	-	-	56,687	-	-	-	-	-
PASSES /USER FEES	614,916	-	614,916	-	-	-	-	-	-	-	-	-	-
DAILY /USER FEES	457,366	-	457,366	-	-	-	-	-	-	-	-	-	-
PROGRAM FEES	2,066,628	-	2,046,744	-	-	-	-	19,884	-	-	-	-	-
CONCESSION SALES	34,357	-	29,241	-	-	-	-	5,116	-	-	-	-	-
GRANTS & SPONSORS	313,662	-	20,085	-	-	-	-	-	-	-	-	-	293,577
V/MC & OTHER	47,158	89,869	(50,814)	2,057	-	-	-	(1,169)	-	-	-	7,215	-
INTEREST	184,609	80,727	-	-	-	-	-	-	-	-	-	18,813	85,069
INT PROJ CHARGES	63,770	-	-	-	-	-	-	-	-	-	63,770	-	-
BOND PROCEEDS	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL REVENUE</b>	<b>10,915,347</b>	<b>1,820,354</b>	<b>4,442,887</b>	<b>610,814</b>	<b>275,701</b>	<b>405,386</b>	<b>307,794</b>	<b>541,835</b>	<b>57,391</b>	<b>1,984,739</b>	<b>63,770</b>	<b>26,028</b>	<b>378,646</b>
% of Budget	46%	53%	48%	58%	45%	45%	77%	46%	51%	35%	64%	70%	
<b>EXPENDITURES:</b>													
FULL TIME SALARIES	1,928,790	705,833	915,223	76,724	-	-	-	231,011	-	-	-	-	-
PART TIME SALARIES	918,659	16,841	864,641	-	-	-	-	21,814	-	-	15,363	-	-
FRINGE BENEFITS	737,953	237,427	396,779	20,900	-	-	-	82,848	-	-	-	-	-
CONTRACTUAL SERVICES	539,501	160,972	331,369	23,110	-	-	-	23,321	-	475	254	-	-
COMMODITIES	535,749	100,367	407,300	-	-	-	-	28,082	-	-	-	-	-
CONCESSIONS	47,840	-	45,468	-	-	-	-	2,373	-	-	-	-	-
UTILITIES	299,922	74,242	201,439	-	-	-	-	24,241	-	-	-	-	-
INSURANCE	138,349	-	-	138,349	-	-	-	-	-	-	-	-	-
N W SPECIAL REC	181,533	-	-	-	-	181,533	-	-	-	-	-	-	-
RETIREMENT	357,763	-	-	-	213,477	-	144,285	-	-	-	-	-	-
ROLLOVER BONDS	-	-	-	-	-	-	-	-	-	-	-	-	-
LONG TERM BONDS (Alt Rev)	294,350	-	-	-	-	-	-	-	-	294,350	-	-	-
SALES TAX/OTHER	7,238	-	6,896	-	-	-	-	342	-	-	-	-	-
<b>CAPITAL PROJECTS:</b>													
REFERENDUM PROJECTS	1,234,194	-	-	-	-	-	-	-	-	-	-	-	1,234,194
RECPLEX PROJECTS	25,820	-	-	-	-	-	-	-	-	-	-	-	25,820
EQUIP & VEHICLES	188,345	-	-	-	-	-	-	-	-	-	-	20,428	167,917
ADA IMPROV	8,132	-	-	-	-	8,132	-	-	-	-	-	-	-
BUILDINGS	300,173	-	-	-	-	-	-	-	-	-	-	-	300,173
POOLS	28,125	-	-	-	-	-	-	-	-	-	-	-	28,125
PARK IMPROV	224,055	-	-	-	-	-	-	-	-	-	-	-	224,055
<b>TOTAL EXPENDITURE</b>	<b>7,996,488</b>	<b>1,295,681</b>	<b>3,169,114</b>	<b>259,082</b>	<b>213,477</b>	<b>189,664</b>	<b>144,285</b>	<b>414,030</b>	<b>-</b>	<b>294,825</b>	<b>15,617</b>	<b>20,428</b>	<b>1,980,284</b>
% of Budget	29%	37%	35%	17%	35%	19%	32%	36%	0%	5%	16%	2%	54%
REVENUE OVER(UNDER)	2,918,859	524,673	1,273,773	351,732	62,224	215,722	163,508	127,805	57,391	1,689,914	48,153	5,600	(1,601,638)
ENDING FUND BALANCE	21,947,247	3,903,900	9,377,852	1,459,728	411,545	788,259	430,172	825,366	139,467	2,564,801	131,700	840,086	1,074,371



**MOUNT PROSPECT PARK DISTRICT  
YTD SUMMARY - ALL FUNDS  
For Four Months Ended 5/31/25**

ACCOUNT NAMES	2023 YTD	2024 YTD	2025 YTD	2025 Annual Budget	% Change from 24	% Change from 23
BALANCE, Beginning - January 1	20,399,493	21,095,287	19,028,388	+Capital		
REVENUES:						
PROPERTY TAXES	5,851,230	6,310,869	6,609,210	12,802,203	5%	13%
REPLACEMENT TAXES	289,053	161,534	113,339	280,125	-30%	-61%
RENTAL	345,957	378,104	410,331	1,201,847	9%	19%
PASSES /USER FEES	552,114	570,459	614,916	931,475	8%	11%
DAILY /USER FEES	419,606	485,576	457,366	1,689,023	-6%	9%
PROGRAM FEES	1,810,055	2,004,024	2,066,628	3,694,495	3%	14%
CONCESSION SALES	43,064	33,484	34,358	110,948	3%	-20%
CORP SPONSORS & GRANTS	53,460	101,698	313,662	967,900	208%	487%
OTHER	33,694	101,076	47,158	57,731	-53%	40%
INTEREST	53,802	146,493	184,609	204,281	26%	243%
INT PROJ CHARGES	100,000	0	63,770	100,000	n/a	-36%
BOND PROCEEDS - New Capital	0	795,000	0	0	n/a	n/a
BOND PROCEEDS - REFI Annual	0	2,169,120	0	1,723,700	-100%	n/a
<b>TOTAL REVENUE</b>	<b>9,552,035</b>	<b>13,257,437</b>	<b>10,915,347</b>	<b>23,763,728</b>	<b>-18%</b>	<b>14%</b>
EXPENDITURES:						
FULL TIME SALARIES	1,650,282	1,763,559	1,928,790	4,861,705	9%	17%
PART TIME SALARIES	690,566	830,538	918,659	3,179,954	11%	33%
EMPLOYEE BENEFITS	590,702	756,877	737,953	1,558,700	-3%	25%
CONTRACTUAL SERVICES	380,359	501,943	539,501	1,916,198	7%	42%
COMMODITIES	388,339	453,413	535,749	1,431,571	18%	38%
CONCESSIONS	48,094	46,794	47,840	78,593	2%	-1%
UTILITIES	237,787	246,242	299,922	1,030,908	22%	26%
INSURANCE	219,374	47,498	138,349	1,272,670	191%	-37%
NW SPECIAL REC	363,308	176,172	181,533	479,651	3%	-50%
RETIREMENT	404,035	309,522	357,763	1,061,780	16%	-11%
SALES TAX	2,738	1,599	7,238	63,960	353%	164%
DEBT SERVICE:						
BONDS - Short Term	-	-	-	3,745,948	n/a	n/a
BONDS - Long Term	318,497	311,058	294,350	1,723,700	-5%	-8%
NON RECURRING COST		2,138,220				
CAPITAL PROJECTS:						
REFERENDUM PROJECTS	-	-	1,234,194	-	n/a	n/a
LAND	33,898	-	-	-		
EQUIP & VEHICLES	118,702	61,751	188,345	444,200	205%	59%
ADA AMPROV	54,827	-	8,132	503,373	n/a	-85%
REC PLEX & BUILDINGS	233,664	455,501	325,990	1,534,580	-28%	40%
POOLS	28,235	54,172	28,125	535,000	-48%	0%
BRENTWOOD PROJECTS				795,000	n/a	n/a
PARK IMPROV	240,583	1,090,739	224,055	1,385,727	-79%	-7%
<b>TOTAL EXPENDITURE</b>	<b>6,003,990</b>	<b>9,245,598</b>	<b>7,996,488</b>	<b>27,603,218</b>	<b>-14%</b>	<b>33%</b>
REVENUE OVER(UNDER)	3,548,045	4,011,839	2,918,859	(3,839,490)		
ENDING FUND BALANCE	23,947,538	25,107,126	21,947,247			



**MT PROSPECT PARK DISTRICT  
DEPARTMENTAL EXPENDITURE ANALYSIS  
FOR THE 5 MONTHS ENDED 5-31-25**

33% OF CALENDAR YEAR

<b>FUND / Department</b>	<b>'25 Y.T.D. Actual</b>	<b>2025 Budget</b>	<b>Y.T.D. as % of '25 Budget</b>	<b>'24 Y.T.D. Actual</b>	<b>Y.T.D. % of '24 Y.T.D.</b>	<b>Projected 2025</b>	<b>Proj % of '25 Bud</b>	<b>% Inc '25 Bud Over '24 Bud</b>
<b>GENERAL FUND</b>								
Administration	447,070	1,205,130	37%	374,760	119%	1,062,233	88%	13%
Maintenance	549,821	1,504,145	37%	473,222	116%	1,432,495	95%	13%
Motor Pool	110,714	293,499	38%	92,591	120%	298,712	102%	10%
Buildings	176,302	421,575	42%	162,392	109%	397,464	94%	6%
Studio at Melas	11,774	33,170	35%	7,794	151%	22,343	67%	18%
<b>Total</b>	<b>1,295,681</b>	<b>3,457,519</b>	<b>37%</b>	<b>1,110,759</b>	<b>117%</b>	<b>3,213,540</b>	<b>93%</b>	<b>12%</b>
<b>RECREATION FUND</b>								
Administration	480,512	1,250,679	38%	519,478	92%	1,170,447	94%	-2%
Big Surf	63,953	279,601	23%	62,113	103%	235,356	84%	11%
Meadows Pool	75,535	404,038	19%	61,097	124%	407,862	101%	11%
Recplex Pool	226,137	638,513	35%	223,660	101%	546,358	86%	10%
Golf Course	773,150	2,052,213	38%	731,682	106%	1,998,157	97%	9%
Concessions	5,638	10,100	56%	5,262	N/A	10,223	101%	-4%
Lions Center	89,027	306,374	29%	84,935	105%	245,251	80%	10%
Recplex Center	467,892	1,264,773	37%	398,657	117%	1,050,113	83%	1%
Rec Programs	603,207	1,835,322	33%	509,591	118%	1,722,814	94%	8%
Central Programs	49,068	229,323	21%	63,279	78%	212,396	93%	5%
Central Road	334,995	850,302	39%	285,526	117%	782,100	92%	15%
<b>Total</b>	<b>3,169,114</b>	<b>9,121,238</b>	<b>35%</b>	<b>2,945,280</b>	<b>108%</b>	<b>8,369,724</b>	<b>92%</b>	<b>7%</b>



41.7% of Calendar Year

**2025 Budget vs. Actual**  
For the Five Months Ended May 31, 2025

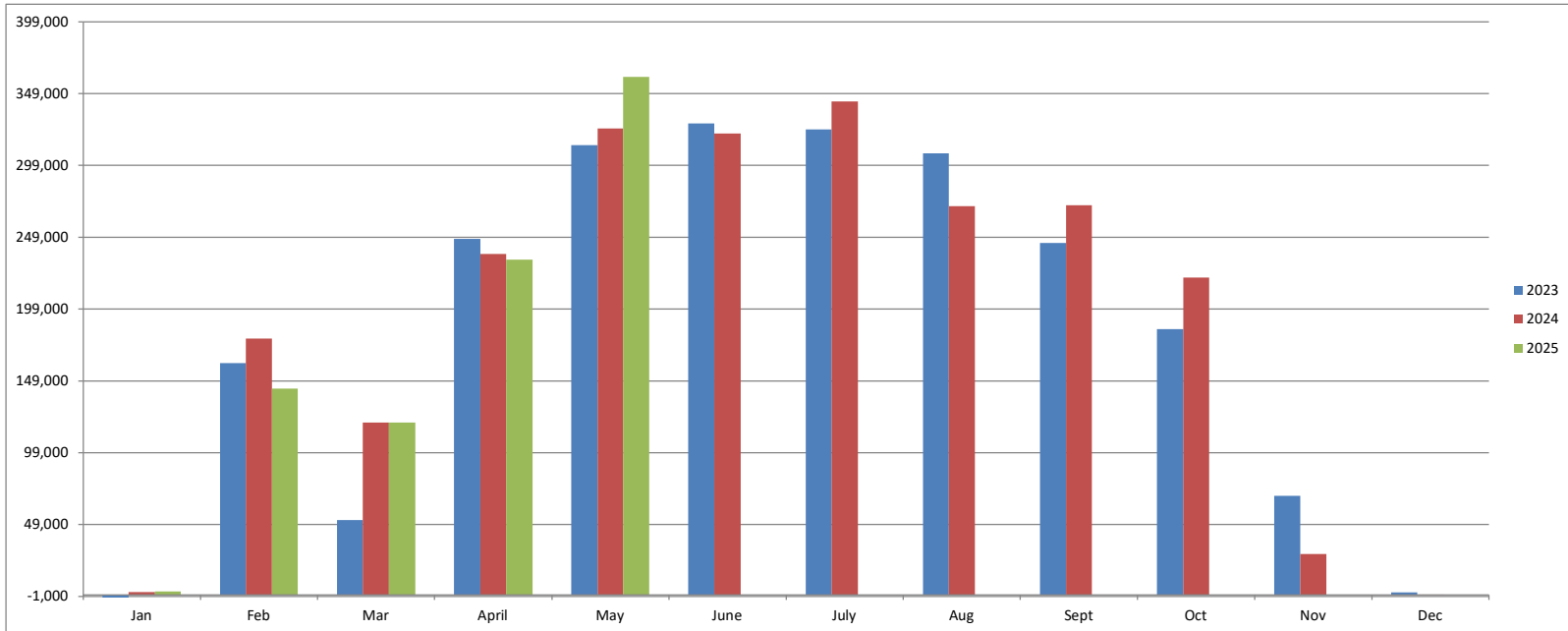
	April YTD		May		May YTD		Year	This Yr	Annual	This Yr
	Budget	Actual	Budget	Actual	Budget	Actual	LastYr	Last Yr	Budget	Budget
<b>REVENUES:</b>										
RENTALS	50,254	39,778	64,838	62,413	115,092	102,191	108,750	94%	439,200	23%
PASSES /USER FEES	231,607	241,825	7,847	19,525	239,454	261,350	232,094	113%	245,625	106%
DAILY /USER FEES	199,971	172,504	219,372	236,686	419,343	409,190	436,714	94%	1,464,075	28%
PROGRAM FEES	50,216	39,359	16,708	31,660	66,924	71,019	60,863	117%	90,670	78%
MERCHANDISE SALES	12,001	10,765	12,315	13,038	24,316	23,803	24,802	96%	78,000	31%
OTHER	(6,551)	(4,662)	(3,624)	(2,666)	(10,175)	(7,328)	(9,228)	79%	(35,943)	20%
<b>TOTAL REVENUE</b>	<b>537,498</b>	<b>499,569</b>	<b>317,456</b>	<b>360,656</b>	<b>854,954</b>	<b>860,225</b>	<b>853,995</b>	<b>101%</b>	<b>2,281,627</b>	<b>38%</b>
	<i>LastYr</i>	<b>532,346</b>		<b>321,649</b>		<b>853,995</b>			<b>2,006,565</b>	<b>43%</b>
<b>EXPENDITURES:</b>										
FULL TIME SALARIES	209,567	201,011	50,211	43,877	259,778	244,888	240,765	102%	652,300	38%
PART TIME SALARIES	73,051	75,591	45,980	47,084	119,031	122,675	107,335	114%	495,087	25%
FRINGE BENEFITS	107,524	108,087	25,669	22,011	133,193	130,098	143,179	91%	280,650	46%
CONTRACTUAL SERVICES	60,962	50,833	10,960	10,589	71,922	61,422	57,900	106%	148,686	41%
COMMODITIES	63,157	49,530	57,696	85,420	120,853	134,950	116,446	116%	259,020	52%
MERCHANDISE	29,243	36,493	6,943	4,928	36,186	41,421	40,691	102%	60,000	69%
UTILITIES	19,981	21,125	6,757	10,089	26,738	31,214	24,273	129%	92,510	34%
SALES TAX/OTHER	3,859	497	6,064	5,986	9,923	6,483	1,093	593%	63,960	10%
<b>TOTAL EXPENDITURES</b>	<b>567,344</b>	<b>543,167</b>	<b>210,280</b>	<b>229,984</b>	<b>777,624</b>	<b>773,151</b>	<b>731,682</b>	<b>106%</b>	<b>2,052,213</b>	<b>38%</b>
	<i>LastYr</i>	<b>540,759</b>		<b>190,923</b>		<b>731,682</b>			<b>1,877,850</b>	<b>39%</b>
REVENUE OVER(UNDER) EXP	(29,846)	(43,598)	107,176	130,672	77,330	87,074	122,313		229,414	



### GOLF COURSE MONTHLY RECEIPTS

Revenue Recap by Year

2023			2024			2025			YTD	Annual
Month	YTD		Month	YTD		Month	YTD		Actual	Budget
Jan	(4,238)	(4,238)	Jan	2,091	2,091	Jan	2,410	2,410		
Feb	161,321	157,083	Feb	178,473	180,564	Feb	143,719	146,130	Revenue	860,225
Mar	52,182	209,265	Mar	120,020	300,584	Mar	119,831	265,961	Expenditures	2,281,627
April	247,792	457,057	April	237,342	537,926	April	233,608	499,569	Full Time	244,888
May	313,152	770,209	May	324,913	862,839	May	360,656	860,225	Part Time	122,675
June	328,356	1,098,565	June	321,272	1,184,111	June	-	-	Benefits	130,098
July	324,079	1,422,644	July	343,691	1,527,802	July	-	-	Contractual	61,422
Aug	307,307	1,729,951	Aug	270,755	1,798,557	Aug	-	-	Commodities	176,371
Sept	245,173	1,975,124	Sept	271,298	2,069,855	Sept	-	-	Utilities	37,697
Oct	184,948	2,160,072	Oct	221,061	2,290,916	Oct	-	-		773,151
Nov	68,753	2,228,825	Nov	28,338	2,319,254	Nov	-	-	Net	87,074
Dec	1,573	2,230,398	Dec	206	2,319,460	Dec	-	-		2,052,213
										229,414
Budget		<b>1,946,381</b>			<b>2,006,565</b>			<b>2,281,627</b>		



Mount Prospect Park District  
**GOLF COURSE**  
thru May

	2022	2023	2024	2025	Change From 2024	Change From 2023
<b>REVENUES:</b>						
RENTALS	67,769	95,061	108,482	102,191	-6%	8%
PASSES /USER FEES	208,640	238,036	232,094	261,350	13%	10%
DAILY /USER FEES	286,555	369,071	436,714	409,190	-6%	11%
PROGRAM FEES	54,300	60,122	60,863	71,019	17%	18%
MERCHANDISE SALES	16,449	22,658	24,802	23,803	-4%	5%
OTHER	(29,468)	(14,739)	(116)	(7,328)	6217%	-50%
<b>TOTAL REVENUE</b>	<b>604,245</b>	<b>770,209</b>	<b>862,839</b>	<b>860,225</b>	<b>0%</b>	<b>12%</b>
% of Budget	31%	40%	43%	38%		
<b>EXPENDITURES:</b>						
FULL TIME SALARIES	202,908	282,338	240,765	244,888	2%	-13%
PART TIME SALARIES	64,645	66,373	107,335	122,675	14%	85%
FRINGE BENEFITS	123,004	112,199	143,179	130,098	-9%	16%
CONTRACTUAL SERVICES	34,516	29,244	57,900	61,422	6%	110%
COMMODITIES	59,943	77,081	116,446	134,950	16%	75%
MERCHANDISE	19,915	40,088	40,691	41,421	2%	3%
UTILITIES	27,092	23,529	24,273	31,214	29%	33%
SALES TAX/OTHER	504	1,042	1,093	6,483	493%	522%
<b>TOTAL EXPENDITURES</b>	<b>532,527</b>	<b>631,894</b>	<b>731,682</b>	<b>773,151</b>	<b>6%</b>	<b>22%</b>
% of Budget	31%	34%	39%	38%		
REVENUE OVER(UNDER) EXP	71,718	138,315	131,157	87,074		
BUDGET REVENUE	1,966,278	1,946,381	2,006,565	2,281,627		
BUDGET EXPENSE	1,741,320	1,845,426	1,877,850	2,052,213		



**Golf Course Department by Function  
For The Five Months Ended 5-31-2025**

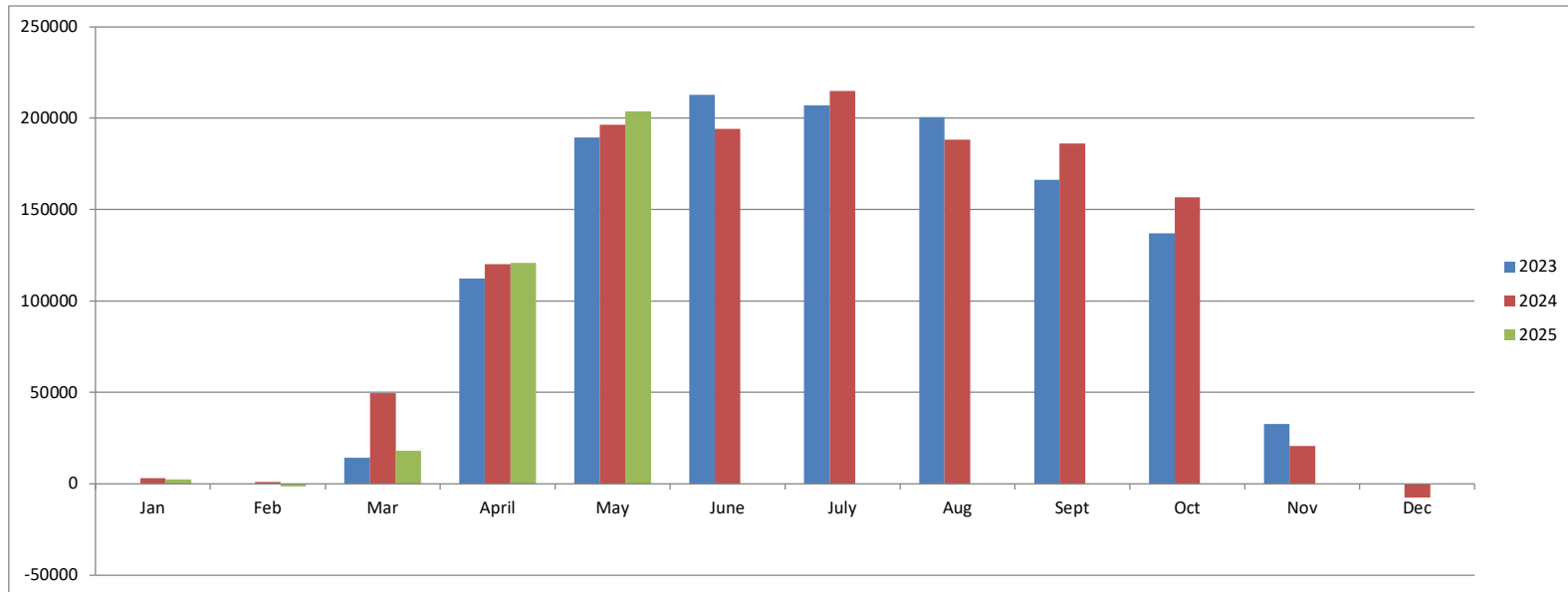
ACCOUNT NAMES

	<b>TOTALS</b>	<b>PRO SHOP</b>	<b>MAINT.</b>	<b>SALES</b>	<b>RANGE</b>	<b>LESSONS</b>	<b>EVENTS</b>	<b>GC COMM.</b>
<b>REVENUES:</b>								
RENTAL	102,191	102,191	-	-	-	-	-	-
PASSES /USER FEES	261,350	261,350	-	-	-	-	-	-
DAILY /USER FEES	409,190	354,810	-	-	54,380	-	-	-
PROGRAM FEES	71,019	400	-	-	-	67,820	2,799	-
MERCHANDISE SALES	23,803	-	-	23,803	-	-	-	-
OTHER	(7,328)	(7,328)	-	-	-	-	-	-
SPONSORSHIPS	-	-	-	-	-	-	-	-
<b>TOTAL REVENUE</b>	<b>860,225</b>	<b>711,423</b>	<b>-</b>	<b>23,803</b>	<b>54,380</b>	<b>67,820</b>	<b>2,799</b>	<b>-</b>
% of Budget	38%	37%	n/a	31%	27%	88%	22%	n/a
<b>EXPENDITURES:</b>								
FULL TIME SALARIES	244,888	76,956	140,456	-	-	-	-	27,475
PART TIME SALARIES	122,675	47,039	70,696	-	-	2,020	-	2,920
FRINGE BENEFITS	130,098	18,330	94,404	-	-	486	-	16,878
CONTRACTUAL SERVICES	61,422	43,658	6,730	-	-	1,144	-	9,890
COMMODITIES	134,950	8,180	104,576	-	6,908	547	7,341	7,398
MERCHANDISE	41,421	-	-	41,421	-	-	-	-
UTILITIES	31,214	4,783	15,011	-	-	-	-	11,420
SALES TAX	6,483	3,404	-	963	2,116	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>773,150</b>	<b>202,351</b>	<b>431,874</b>	<b>42,384</b>	<b>9,024</b>	<b>4,197</b>	<b>7,341</b>	<b>75,980</b>
% of Budget	38%	36%	38%	64%	32%	8%	56%	40%
<b>REVENUE OVER(UNDER) EXP</b>	<b>87,074</b>	<b>509,072</b>	<b>(431,874)</b>	<b>(18,581)</b>	<b>45,357</b>	<b>63,623</b>	<b>(4,543)</b>	<b>(75,980)</b>
<b>CHANGE FROM LAST YR + (-)</b>								
REVENUE	6,230	(1,583)	-	(999)	(1,594)	10,735	(329)	-
EXPENDITURES	41,468	4,677	30,841	438	(5,493)	(2,523)	591	12,937
<b>NET</b>	<b>(35,239)</b>	<b>(6,260)</b>	<b>(30,841)</b>	<b>(1,437)</b>	<b>3,899</b>	<b>13,258</b>	<b>(920)</b>	<b>(12,937)</b>
<b>% CHANGE FROM LAST YEAR</b>								
REVENUE	1	(0)	n/a	(4)	(3)	19	(11)	n/a
EXPENDITURES	6	2	8	1	(38)	(38)	9	21

## MT Prospect Park District Golf Course Green Fees

Revenue Recap by yr:

	2023		2024		2025					
	Month	YTD	Month	YTD	Month	YTD				
Jan	-	-	Jan	3,006	3,006	Jan	2,262	2,262	23 Budget	1,150,500
Feb	-	-	Feb	932	3,938	Feb	(1,350)	912	24 Budget	1,150,000
Mar	14,168	14,168	Mar	49,381	53,319	Mar	18,069	18,981	25 Budget	1,250,000
April	112,214	126,381	April	120,054	173,373	April	120,688	139,669		
May	189,551	315,932	May	196,330	369,703	May	203,741	343,410		
June	212,846	528,779	June	194,063	563,767	June	-	343,410		
July	207,148	735,927	July	215,086	778,853	July	-	343,410		
Aug	200,626	936,553	Aug	188,264	967,117	Aug	-	343,410		
Sept	166,148	1,102,701	Sept	186,168	1,153,284	Sept	-	343,410		
Oct	137,099	1,239,801	Oct	156,620	1,309,904	Oct	-	343,410		
Nov	32,711	1,272,512	Nov	20,552	1,330,456	Nov	-	343,410		
Dec	-	1,272,512	Dec	(7,462)	1,322,995	Dec	-	343,410		

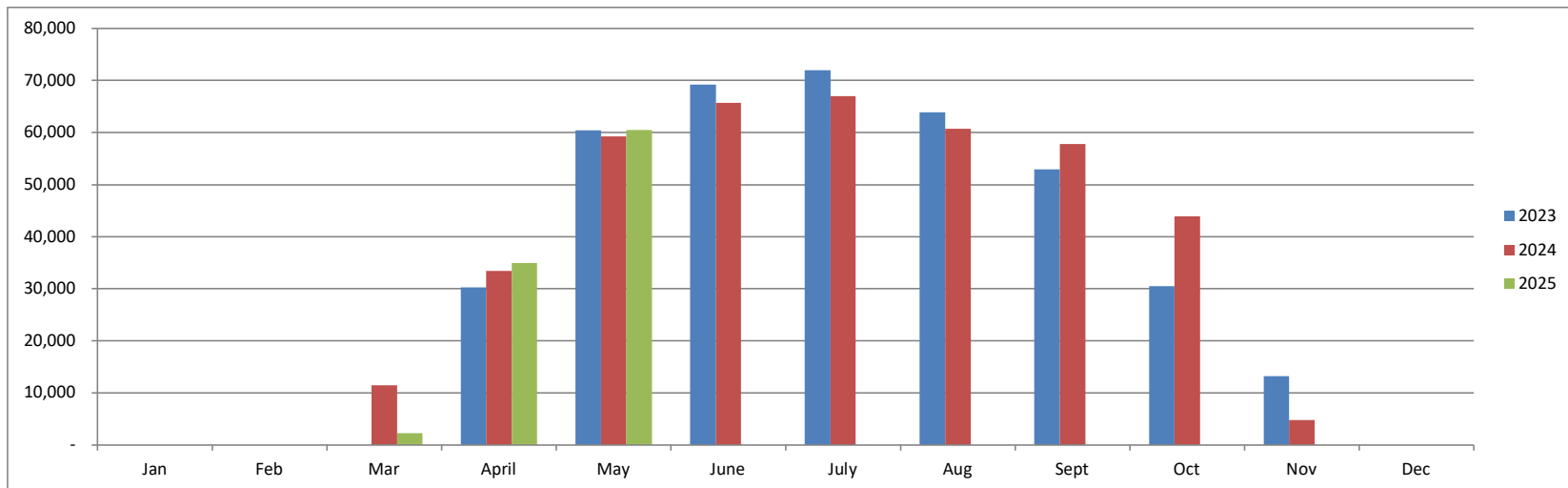




## Golf Course Power Cart Rental

Revenue Recap by Year

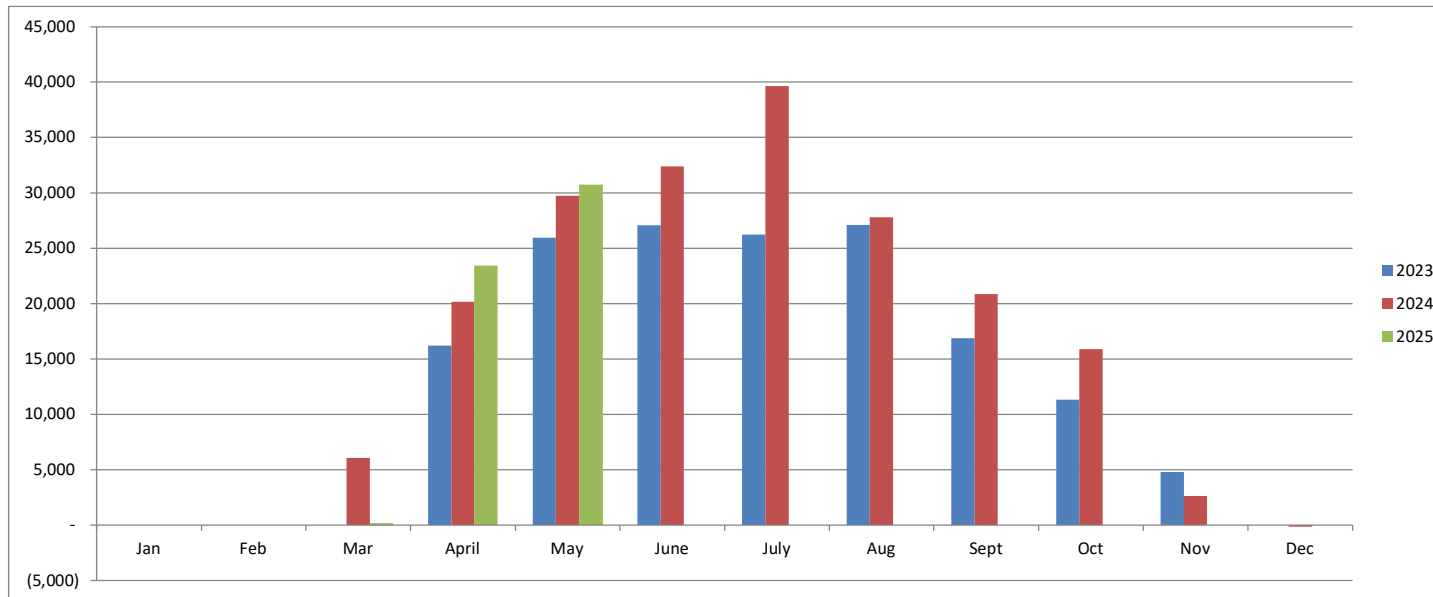
2023			2024			2025					
	Month	YTD		Month	YTD		Month	YTD			
	Jan	0	0	Jan	0	0	Jan	0	0	23 Budget	370,000
	Feb	0	0	Feb	0	0	Feb	0	0	24 Budget	371,500
	Mar	-	-	Mar	11,517	11,517	Mar	2,279	2,279	25 Budget	429,000
	April	30,264	30,264	April	33,428	44,946	April	34,922	37,201		
	May	60,382	90,646	May	59,200	104,146	May	60,415	97,617		
	June	69,197	159,843	June	65,693	169,839	June	-	-		
	July	71,931	231,774	July	66,983	236,822	July	-	-		
	Aug	63,892	295,665	Aug	60,772	297,594	Aug	-	-		
	Sept	52,932	348,597	Sept	57,799	355,393	Sept	-	-		
	Oct	30,495	379,092	Oct	43,880	399,273	Oct	-	-		
	Nov	13,215	392,307	Nov	4,749	404,022	Nov	-	-		
	Dec	-	392,307	Dec	-	404,022	Dec	-	-		



## Mount Prospect Park District Golf Course Driving Range Revenue

Revenue Recap by yr:

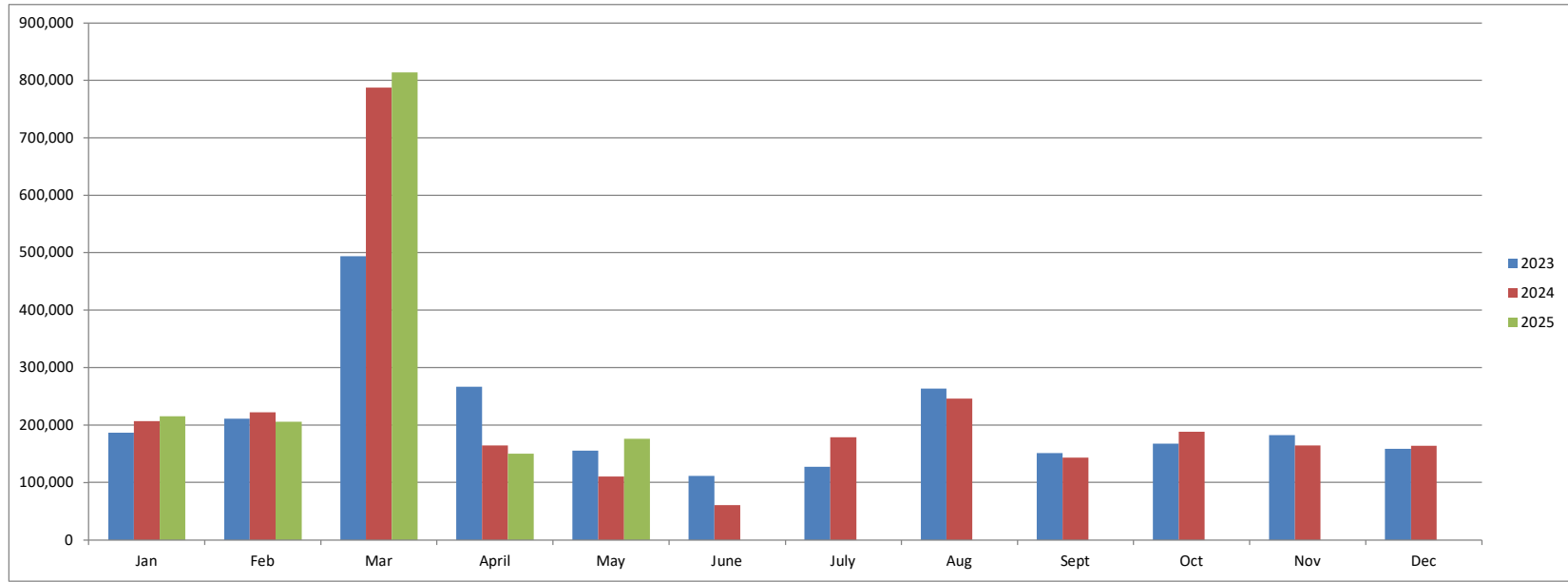
2023			2024			2025				
	Month	YTD		Month	YTD		Month	YTD		
Jan	-	-	Jan	-	-	Jan	-	-	23 Budget	118,000
Feb	-	-	Feb	-	-	Feb	-	-	24 Budget	130,000
Mar	-	-	Mar	6,066	6,066	Mar	185	185	25 Budget	203,500
April	16,186	16,186	April	20,155	26,221	April	23,428	23,613		
May	25,949	42,135	May	29,754	55,974	May	30,767	54,380		
June	27,072	69,206	June	32,385	88,359	June	-	-		
July	26,228	95,434	July	39,630	127,989	July	-	-		
Aug	27,088	122,523	Aug	27,788	155,777	Aug	-	-		
Sept	16,844	139,367	Sept	20,855	176,632	Sept	-	-		
Oct	11,349	150,716	Oct	15,890	192,522	Oct	-	-		
Nov	4,797	155,513	Nov	2,611	195,133	Nov	-	-		
Dec	-	-	Dec	(131)	195,001	Dec	-	-		



## MT PROSPECT PARK DISTRICT PROGRAM REVENUE

Revenue Recap by yr:

2023			2024			2025			YTD	Annual
Month	YTD		Month	YTD		Month	YTD	Actual	Budget	
Jan	186,710	186,710	Jan	206,660	206,660	Jan	215,103	215,103		
Feb	210,814	397,524	Feb	222,332	428,992	Feb	205,365	420,468		
Mar	493,884	891,408	Mar	787,598	1,216,590	Mar	813,652	1,234,120		
Apr	266,955	1,158,363	Apr	164,772	1,381,362	Apr	149,889	1,384,009		
May	155,429	1,313,792	May	110,823	1,492,185	May	175,869	1,559,878		
June	111,517	1,425,309	June	60,493	1,552,678	June	-	1,559,878		
July	127,645	1,552,954	July	178,788	1,731,466	July	-	1,559,878		
Aug	263,226	1,816,180	Aug	246,301	1,977,767	Aug	-	1,559,878		
Sept	151,278	1,967,458	Sept	143,639	2,121,406	Sept	-	1,559,878		
Oct	167,456	2,134,914	Oct	188,491	2,309,897	Oct	-	1,559,878		
Nov	182,469	2,317,383	Nov	164,315	2,474,212	Nov	-	1,559,878		
Dec	158,608	2,475,991	Dec	163,777	2,637,989	Dec	-	1,559,878		
<b>Budget</b>		<b>2,318,700</b>			<b>2,549,826</b>			<b>2,654,715</b>		
								<b>Revenue</b>	<b>1,559,878</b>	<b>2,654,715</b>
								<b>Expenditures</b>		
								Part Time	321,167	977,509
								Contractual	127,415	508,449
								Commodities	154,625	349,364
									<u>603,207</u>	<u>1,835,322</u>
								<b>Net</b>	<b>956,671</b>	<b>819,393</b>



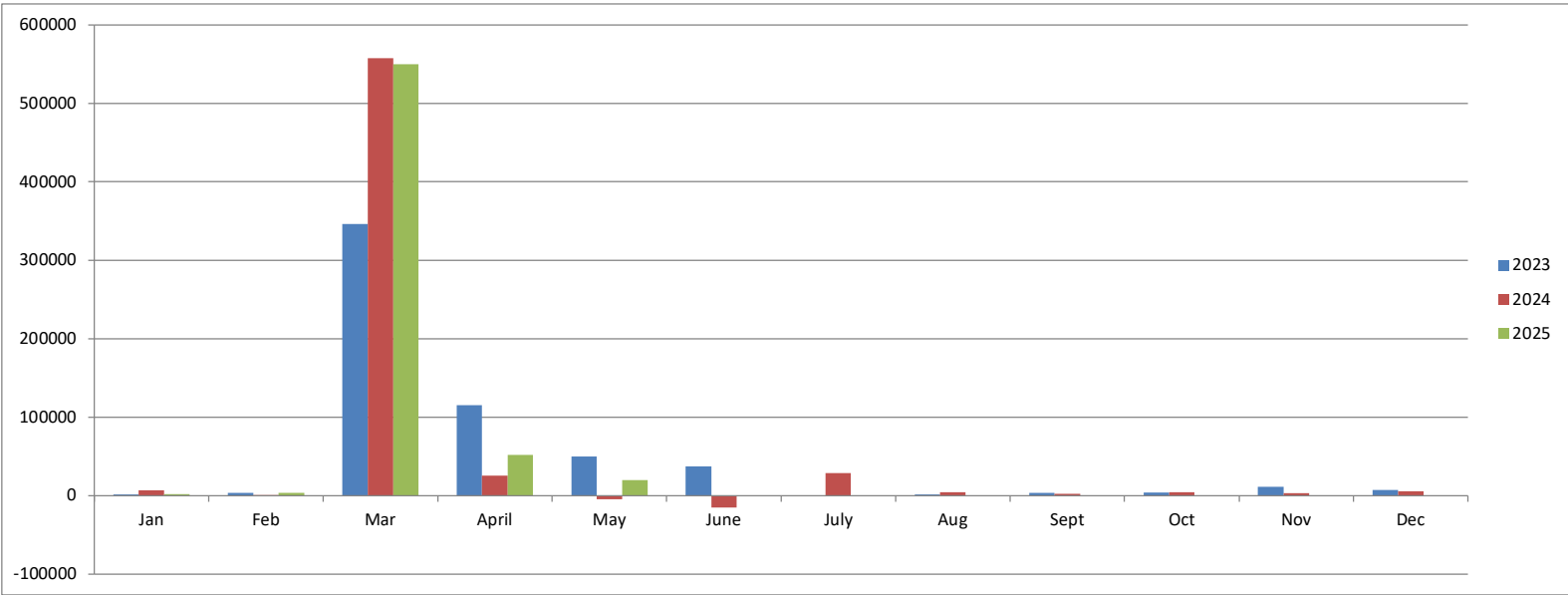
MOUNT PROSPECT PARK DISTRICT  
PROGRAMS Department by Function  
For The Five Months Ended 5-31-25

ACCOUNT NAMES		YOUTH/ CHILD CARE	ATHLETICS ADULT	YOUTH	FITNESS	SPECIAL EVENTS	ARTS	BASEBALL
	TOTALS							
<b>REVENUES:</b>								
PROGRAM FEES	1,489,089	771,927	55,015	279,432	61,796	14,759	200,009	106,151
CHILD CARE	101,331	101,331	-	-	-	-	-	-
VISA/MC CHARGES	(30,542)	(20,695)	-	(4,774)	-	-	(3,972)	(1,101)
TOTAL REVENUE	1,559,878	852,563	55,015	274,658	61,796	14,759	196,037	105,050
% of Budget	59%	69%	65%	47%	39%	64%	49%	63%
<b>EXPENDITURES:</b>								
PART TIME SALARIES	321,167	165,844	2,246	17,778	38,420	-	92,493	4,385
CONTRACTUAL SERVICES	127,415	11,629	8,868	63,425	3,533	4,854	-	35,107
COMMODITIES	154,625	16,374	3,987	22,888	1,784	9,508	40,305	59,778
UTILITIES	-							
TOTAL EXPENDITURES	603,207	193,847	15,101	104,091	43,736	14,363	132,799	99,270
% of Budget	33%	25%	25%	26%	35%	30%	48%	66%
REVENUE OVER(UNDER) EXP	956,671	658,716	39,914	170,567	18,060	396	63,238	5,780
<b>\$ CHANGE FROM 2024 + ( - )</b>								
REVENUE	106,363	39,407	11,020	50,841	(13,569)	1,105	23,423	(5,865)
EXPENDITURES	93,616	35,260	(1,181)	26,813	(3,771)	3,904	11,854	20,739
NET	12,747	4,148	12,201	24,028	(9,798)	(2,799)	11,569	(26,603)
<b>% CHANGE FROM 2024</b>								
REVENUE	7	5	25	23	(18)	8	14	(5)
EXPENDITURES	18	22	(7)	35	(8)	37	10	26

**MT Prospect Park District  
CHILD CARE PROGRAMS REVENUE  
Day Camp**

Revenue Recap by yr:

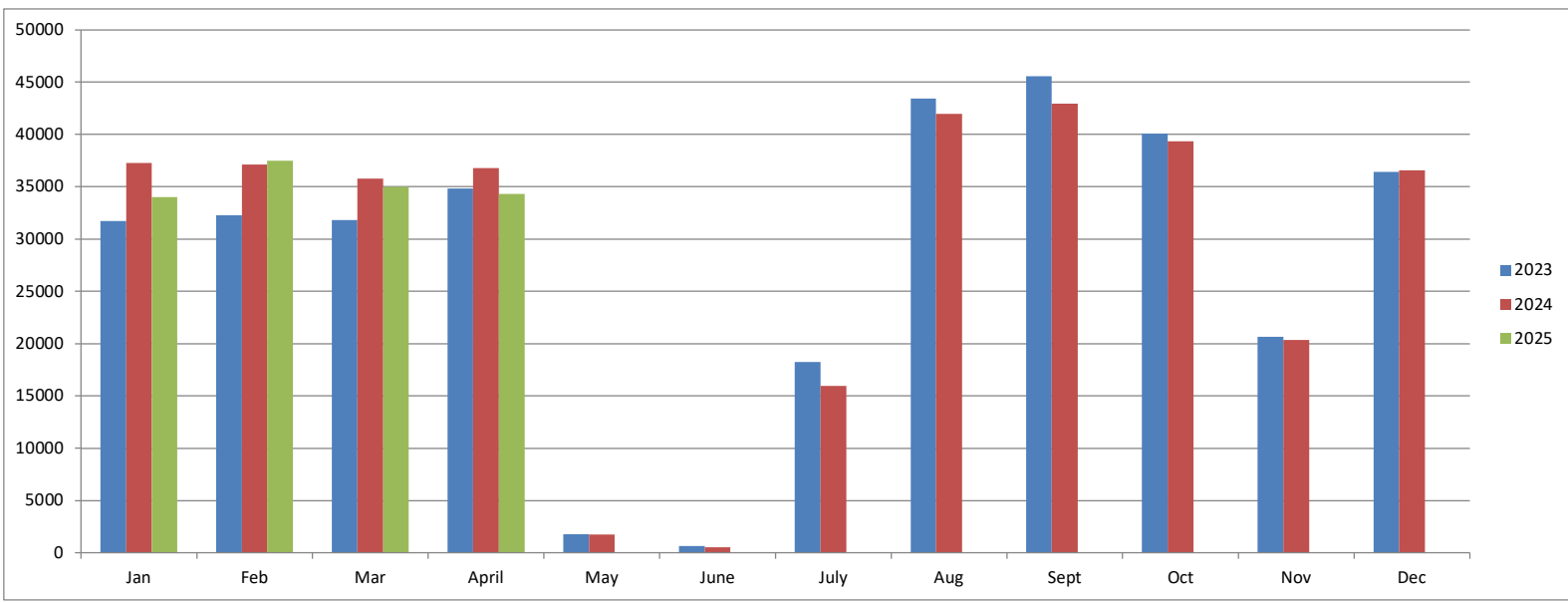
2023			2024			2025		
Month	YTD		Month	YTD		Month	YTD	
Jan	1,566	1,566	Jan	6,729	6,729	Jan	1,989	1,989
Feb	3,544	5,110	Feb	669	7,398	Feb	3,410	5,399
Mar	346,142	351,252	Mar	557,620	565,018	Mar	549,931	555,330
April	115,198	466,450	April	25,374	590,392	April	51,724	607,054
May	49,528	515,978	May	(4,741)	585,651	May	19,871	626,925
June	36,877	552,855	June	(15,541)	570,110	June	-	626,925
July	(666)	552,189	July	28,724	598,834	July	-	626,925
Aug	1,612	553,801	Aug	4,684	603,518	Aug	-	626,925
Sept	3,540	557,341	Sept	2,666	606,184	Sept	-	626,925
Oct	3,960	561,301	Oct	4,278	610,462	Oct	-	626,925
Nov	11,280	572,581	Nov	3,038	613,500	Nov	-	626,925
Dec	7,089	579,670	Dec	5,456	618,956	Dec	-	626,925
<b>Budget</b>	<b>520,071</b>		<b>Budget</b>	<b>610,365</b>		<b>Budget</b>	<b>627,384</b>	



**MT Prospect Park District  
CHILD CARE PROGRAMS REVENUE  
Kids Klub**

Revenue Recap by yr:

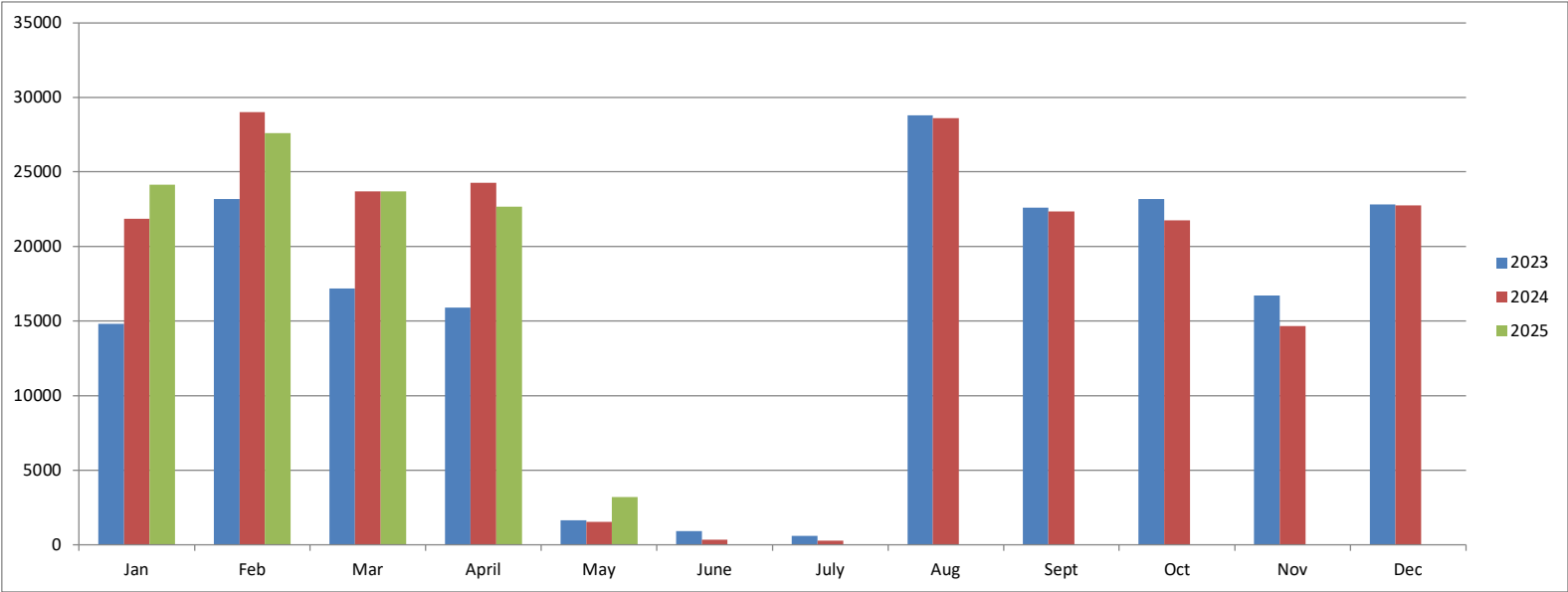
	2023		2024		2025			
	Month	YTD	Month	YTD	Month	YTD		
Jan	31,742	31,742	Jan	37,292	37,292	Jan	34,026	34,026
Feb	32,262	64,004	Feb	37,129	74,421	Feb	37,490	71,516
Mar	31,809	95,813	Mar	35,769	110,190	Mar	34,987	106,503
April	34,814	130,627	April	36,801	146,991	April	34,319	140,822
May	1,783	132,410	May	1,743	148,734	May	4,180	145,002
June	669	133,079	June	534	149,268	June	-	145,002
July	18,244	151,323	July	15,961	165,229	July	-	145,002
Aug	43,466	194,789	Aug	41,949	207,178	Aug	-	145,002
Sept	45,560	240,349	Sept	42,965	250,143	Sept	-	145,002
Oct	40,070	280,419	Oct	39,337	289,480	Oct	-	145,002
Nov	20,643	301,062	Nov	20,330	309,810	Nov	-	145,002
Dec	36,431	337,493	Dec	36,580	346,390	Dec	-	145,002
	<b>Budget</b>	<b>366,660</b>		<b>Budget</b>	<b>373,518</b>		<b>Budget</b>	<b>395,117</b>



**MT Prospect Park District  
CHILD CARE PROGRAMS REVENUE  
Pre School**

Revenue Recap by yr:

2023			2024			2025		
Month	YTD		Month	YTD		Month	YTD	
Jan	14,824	14,824	Jan	21,861	21,861	Jan	24,142	24,142
Feb	23,188	38,012	Feb	29,006	50,867	Feb	27,596	51,738
Mar	17,211	55,223	Mar	23,707	74,574	Mar	23,690	75,428
April	15,897	71,120	April	24,266	98,840	April	22,678	98,106
May	1,648	72,768	May	1,532	100,372	May	3,225	101,331
June	913	73,681	June	364	100,736	June	-	101,331
July	610	74,291	July	281	101,017	July	-	101,331
Aug	28,790	103,081	Aug	28,601	129,618	Aug	-	101,331
Sept	22,625	125,706	Sept	22,363	151,981	Sept	-	101,331
Oct	23,175	148,881	Oct	21,763	173,744	Oct	-	101,331
Nov	16,727	165,608	Nov	14,670	188,414	Nov	-	101,331
Dec	22,823	188,431	Dec	22,765	211,179	Dec	-	101,331
<b>Budget</b>	<b>183,318</b>		<b>Budget</b>	<b>243,068</b>		<b>Budget</b>	<b>225,845</b>	



**MOUNT PROSPECT PARK DISTRICT**  
**CHILD CARE PROGRAMS**  
For The Five Months Ended May 31, 2025

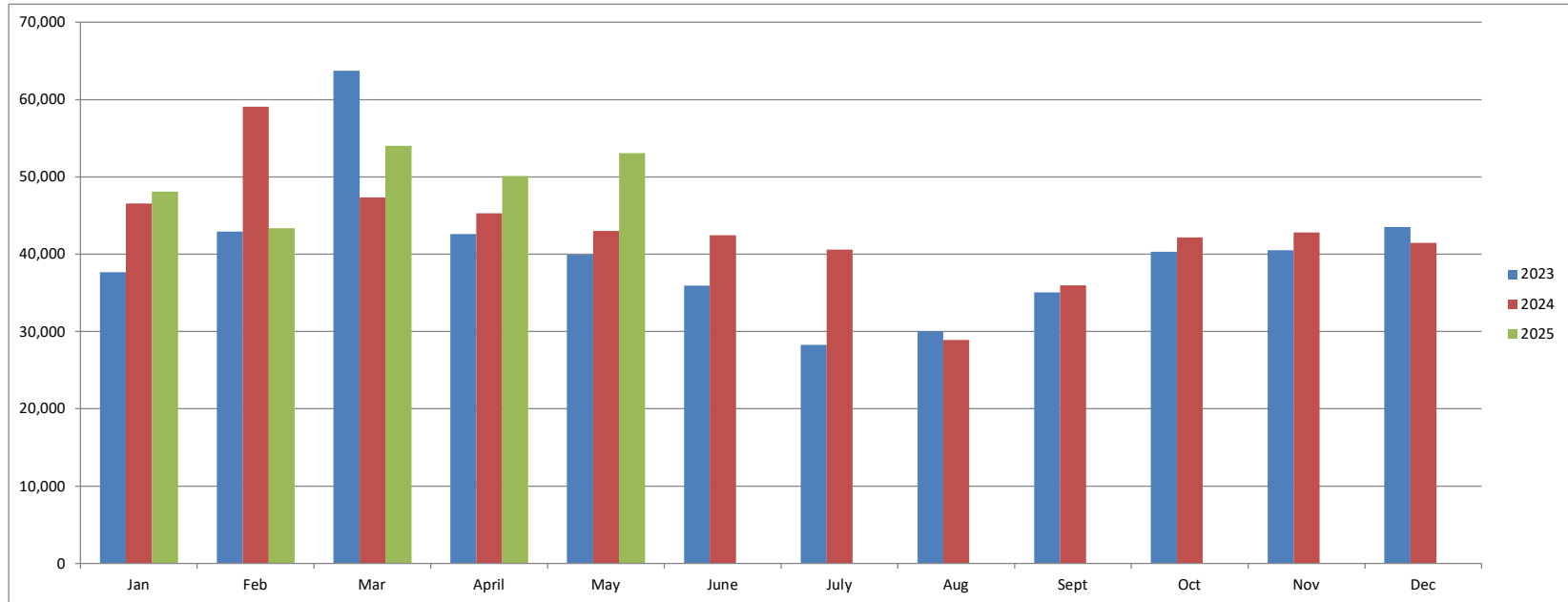
ACCOUNT NAMES						42% of Fiscal Year	
	YTD		2025	2025		% of	% of
	2023	2024	Budget	Month	YTD	Budget	2024
<b>REVENUES:</b>							
Kids Klub	132,468	148,734	395,117	4,180	145,002	37%	97%
Day Camp	513,785	585,651	627,384	19,871	626,925	100%	107%
Preschool	71,275	100,372	225,845	3,225	101,331	45%	101%
VISA/MC Charges	(7,033)	(78)	(15,483)	(2,197)	(20,695)	134%	26532%
<b>Total</b>	<b>710,495</b>	<b>834,679</b>	<b>1,232,863</b>	<b>25,079</b>	<b>852,563</b>	<b>69%</b>	<b>102%</b>
<b>EXPENDITURES:</b>							
Part Time Salaries	99,994	129,105	601,560	34,152	165,844	28%	128%
Contractual Services	12,367	20,485	127,630	1,356	11,629	9%	57%
Commodities	7,307	8,998	36,810	6,333	16,374	44%	N/A
<b>Total</b>	<b>119,668</b>	<b>158,588</b>	<b>766,000</b>	<b>41,841</b>	<b>193,847</b>	<b>25%</b>	<b>162%</b>
<b>SURPLUS (DEFICIT)</b>	<b>590,827</b>	<b>676,091</b>	<b>466,863</b>	<b>(16,762)</b>	<b>658,716</b>		



## Revenue & Expenditures

Revenue Recap by Year

2023		2024		2025		YTD	Annual						
Month	YTD	Month	YTD	Month	YTD	Actual	Budget						
Jan	37,676	37,676	Jan	46,542	46,542	Jan	48,100	48,100	Revenue	248,605	534,127		
Feb	42,910	80,586	Feb	59,067	105,609	Feb	43,337	91,437		Expenditures			
Mar	63,747	144,333	Mar	47,375	152,984	Mar	53,987	145,424			Full Time	121,108	320,867
April	42,598	186,931	April	45,273	198,257	April	50,115	195,539			Part Time	131,740	362,198
May	39,927	226,858	May	42,990	241,247	May	53,066	248,605			Benefits	74,562	155,675
June	35,904	262,762	June	42,462	283,709	June	-	-			Contractual	23,897	76,770
July	28,240	291,002	July	40,616	324,325	July	-	-			Commodities	36,201	100,275
Aug	30,005	321,007	Aug	28,886	353,211	Aug	-	-			Utilities	80,383	248,988
Sept	35,071	356,078	Sept	35,970	389,181	Sept	-	-				467,891	1,264,773
Oct	40,320	396,398	Oct	42,189	431,370	Oct	-	-			Net	(219,286)	(730,646)
Nov	40,531	436,929	Nov	42,810	474,180	Nov	-	-					
Dec	43,529	480,458	Dec	41,444	515,624	Dec	-	-					
<b>Budget</b>		<b>337,401</b>	<b>425,948</b>		<b>534,127</b>								





## REVENUE REPORT May-25

	<i>MONTH</i>		<i>YEAR to DATE</i>		Up (Down)	
	This	Last	This	Last	Change	% Change
<b>RENTALS</b>						
Building Rental	15,688	9,028	66,080	60,447	5,633	9%
Total	15,688	9,028	66,080	60,447	5,633	9%
<b>PASS SALES</b>						
Gym & Track	1,818	1,445	10,816	9,284	1,532	17%
Fitness	29,846	26,612	145,255	135,479	9,776	7%
Total	31,665	28,057	156,071	144,763	11,308	8%
<b>DAILY FEES</b>						
Gym & Track	4,724	3,428	21,543	24,029	(2,486)	-10%
Fitness	1,053	886	5,061	4,364	697	16%
Racquetball	-	98	-	1,616	(1,616)	-100%
Total	5,777	4,412	26,604	30,009	(3,405)	-11%
<b>PROGRAM FEES</b>						
Special Programs	-	570	-	3,357	(3,357)	n/a
Total	-	570	-	3,357	(3,357)	n/a
<b>CONCESSIONS</b>						
Merchandise	60	122	387	625	(238)	-38%
Vending	448	808	2,527	2,074	453	22%
Total	508	930	2,914	2,699	215	8%
<b>OTHER</b>						
Visa Charges / OvSt	(751)	(5)	(3,065)	(27)	(3,038)	11251%
TOTAL	52,886	42,992	248,605	241,248	7,357	3%



	2022	2023	2024	2025	Change From 2024	Change From 2023
<b>REVENUES:</b>						
RENTALS	20,663	38,912	60,447	66,080	9%	70%
PASSES /USER FEES	91,573	131,041	144,763	156,071	8%	19%
DAILY /USER FEES	17,648	32,151	30,009	26,604	-11%	-17%
PROGRAM FEES	11,766	24,235	3,357	-	-100%	-100%
MERCHANDISE & VENDING	2,146	3,347	2,699	2,914	8%	-13%
OTHER/visa	(2,863)	(2,829)	(27)	(3,065)	11252%	8%
<b>TOTAL REVENUE</b>	<b>140,933</b>	<b>226,857</b>	<b>241,248</b>	<b>248,604</b>	<b>3%</b>	<b>10%</b>
% of Budget	59%	60%	57%	47%		
<b>EXPENDITURES:</b>						
FULL TIME SALARIES	98,810	111,077	127,379	121,108	-5%	9%
PART TIME SALARIES	93,769	97,220	105,826	131,740	24%	36%
FRINGE BENEFITS	64,481	55,198	76,743	74,562	-3%	35%
CONTRACTUAL SERVICES	11,625	11,301	9,473	23,897	152%	111%
COMMODITIES	17,103	22,063	10,673	36,201	239%	64%
MERCHANDISE	286	378	475	-	-100%	-100%
UTILITIES	72,178	69,999	68,088	80,383	18%	15%
<b>TOTAL EXPENDITURES</b>	<b>358,252</b>	<b>367,236</b>	<b>398,657</b>	<b>467,891</b>	<b>17%</b>	<b>27%</b>
% of Budget	32%	32%	32%	37%		
REVENUE OVER(UNDER) EXP	(217,319)	(140,379)	(157,409)	(219,287)		
BUDGET REVENUE	240,086	377,401	425,948	534,127		
BUDGET EXPENSE	1,108,169	1,144,497	1,251,846	1,264,773		



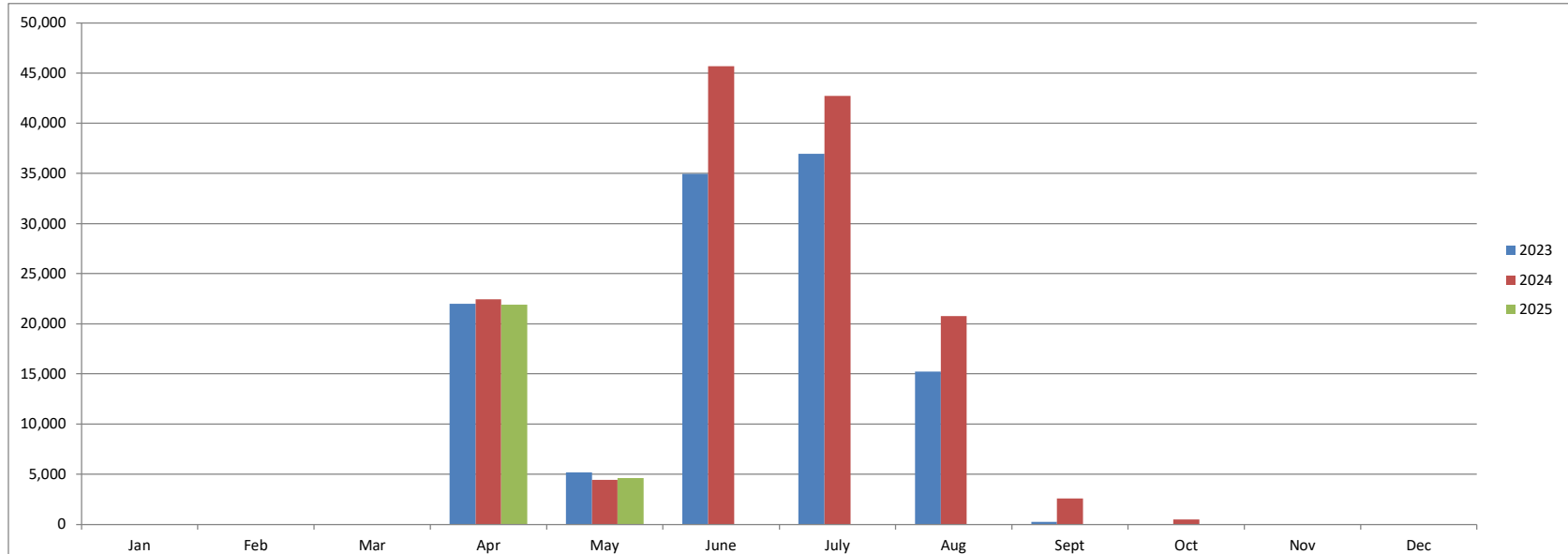
## Revenue and Expenditures Report

Revenue Recap by Year

2023			2024			2025			YTD	Annual
	Month	YTD		Month	YTD		Month	YTD	Actual	Budget
Jan	0	0	Jan	0	0	Jan	0	0		
Feb	0	0	Feb	0	0	Feb	0	0		
Mar	-	-	Mar	-	-	Mar	-	-		
April	21,978	21,978	April	22,426	22,426	April	21,878	21,878		
May	5,212	27,190	May	4,444	26,870	May	4,626	26,504		
June	34,928	62,118	June	45,669	72,539	June	-	-		
July	36,981	99,099	July	42,728	115,267	July	-	-		
Aug	15,225	114,324	Aug	20,767	136,034	Aug	-	-		
Sept	261	114,585	Sept	2,568	138,602	Sept	-	-		
Oct	-	114,585	Oct	495	139,097	Oct	-	-		
Nov	-	114,585	Nov	-	139,097	Nov	-	-		
Dec	-	114,585	Dec	-	139,097	Dec	-	26,504		
<b>Budget</b>		<b>107,640</b>			<b>112,533</b>			<b>131,865</b>		

	YTD	Annual
Revenue	26,504	131,865
Expenditures		
Full Time	30,182	73,937
Part Time	5,163	105,180
Benefits	13,553	29,237
Contractual	185	8,990
Commodities	10,776	40,117
Utilities	4,094	22,140
<b>Net</b>	<b>63,953</b>	<b>279,601</b>
	<b>(37,449)</b>	<b>(147,736)</b>

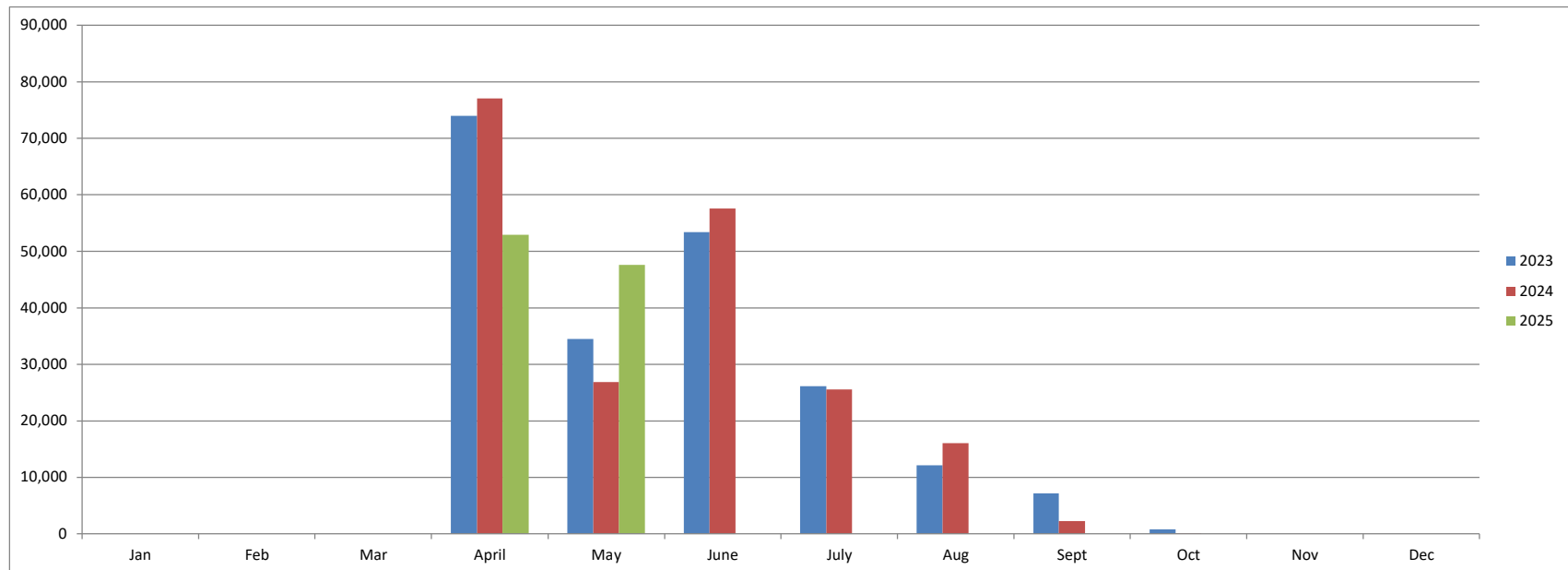




## Meadows Pool Revenue & Expenditures

Revenue Recap by Year

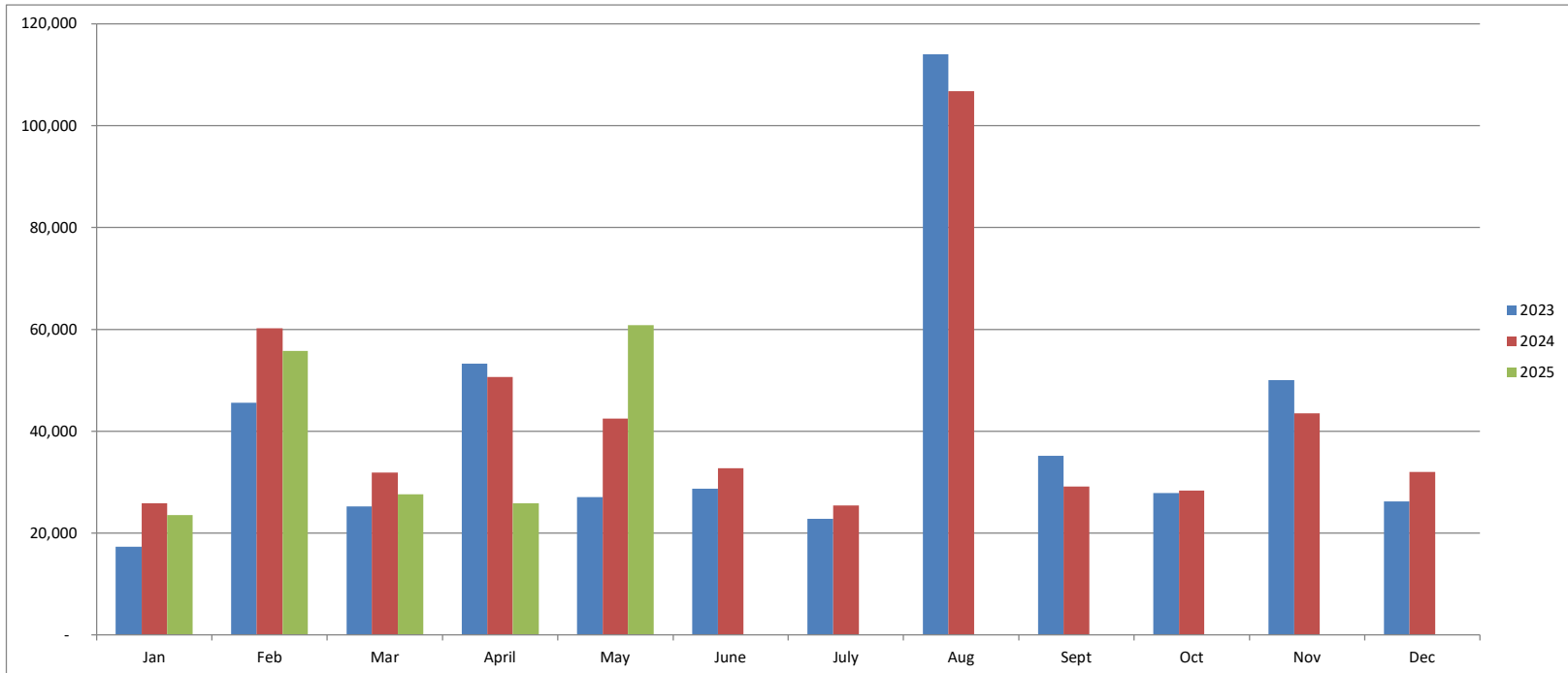
	2023		2024		2025		YTD Actual	Annual Budget		
	Month	YTD	Month	YTD	Month	YTD				
Jan	-	-	Jan	-	Jan	-	Revenue	100,501		
Feb	-	-	Feb	-	Feb	-				
Mar	-	-	Mar	-	Mar	-				
April	74,003	74,003	April	77,084	April	52,924			Expenditures	198,782
May	34,456	108,459	May	26,868	May	47,577				
June	53,411	161,870	June	57,566	June	-				
July	26,117	187,987	July	25,550	July	-				
Aug	12,104	200,091	Aug	16,024	Aug	-				
Sept	7,176	207,267	Sept	2,245	Sept	-				
Oct	750	208,017	Oct	130	Oct	-				
Nov	-	208,017	Nov	-	Nov	-				
Dec	-	208,017	Dec	-	Dec	-				
<b>Budget</b>		<b>171,450</b>		<b>192,000</b>		<b>198,782</b>				



## MT PROSPECT PARK DISTRICT RECPLEX POOL REVENUE

Revenue Recap by yr:

2023			2024			2025			YTD	Annual	
Month	YTD		Month	YTD		Month	YTD		Actual	Budget	
Jan	17,312	17,312	Jan	25,898	25,898	Jan	23,577	23,577			
Feb	45,585	62,897	Feb	60,272	86,170	Feb	55,757	79,334	Revenue	193,681	
Mar	25,264	88,161	Mar	31,880	118,050	Mar	27,614	106,948	Expenditures		
April	53,246	141,407	April	50,643	168,693	April	25,866	132,814	Full Time	43,629	
May	27,094	168,501	May	42,444	211,137	May	60,867	193,681	Part Time	131,303	
June	28,716	197,217	June	32,720	243,857	June	-	-	Benefits	16,382	
July	22,817	220,034	July	25,449	269,306	July	-	-	Commodities	16,267	
Aug	114,023	334,057	Aug	106,797	376,103	Aug	-	-	Utilities	18,557	
Sept	35,214	369,271	Sept	29,147	405,250	Sept	-	-		226,138	
Oct	27,857	397,128	Oct	28,368	433,618	Oct	-	-	Net	(32,457)	
Nov	50,039	447,167	Nov	43,535	477,153	Nov	-	-		638,513	
Dec	26,215	473,382	Dec	31,992	509,145	Dec	-	-		(170,582)	
<b>Budget</b>			<b>509,145</b>			<b>438,690</b>			<b>467,931</b>		



Mount Prospect Park District

REC PLEX POOL

thru May

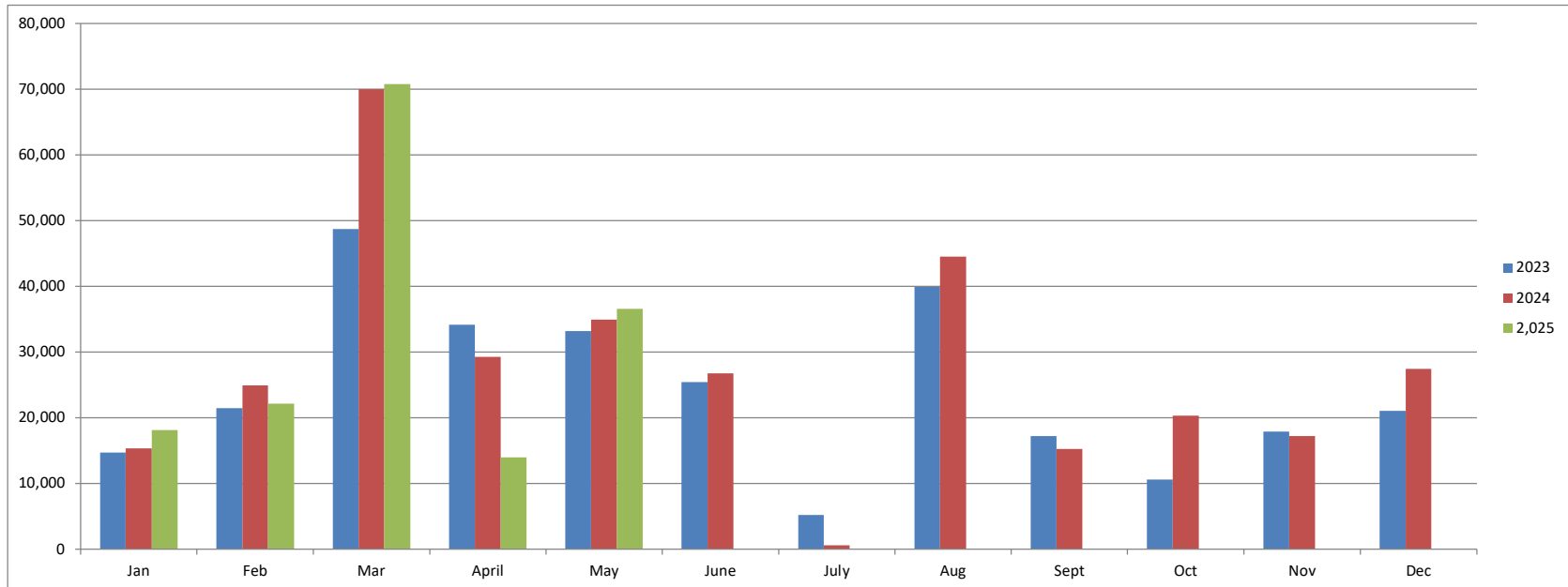
	2022	2023	2024	2025	Change From 2024	Change From 2023
<b>REVENUES:</b>						
BUILDING RENTAL	25	-	1,660	1	-100%	n/a
PASSES /USER FEES	32,891	48,881	55,918	56,321	1%	15%
DAILY /USER FEES	2,066	2,187	2,513	3,127	24%	43%
PROGRAM FEES	104,164	122,430	151,101	138,159	-9%	13%
VISA/MC CHARGES	-	(4,998)	(55)	(3,927)	7040%	-21%
<b>TOTAL REVENUE</b>	<b>139,146</b>	<b>168,500</b>	<b>211,137</b>	<b>193,681</b>	<b>-8%</b>	<b>15%</b>
% of Budget	39%	47%	48%	41%		
<b>EXPENDITURES:</b>						
FULL TIME SALARIES	48,821	37,268	43,866	43,629	-1%	17%
PART TIME SALARIES	82,136	98,911	121,544	131,303	8%	33%
FRINGE BENEFITS	13,275	13,407	17,265	16,382	-5%	22%
CONTRACTUAL SERVICES	885	-	4,599	538	-88%	n/a
COMMODITIES	14,231	7,510	20,643	15,729	-24%	109%
UTILITIES	17,475	18,272	15,744	18,557	18%	2%
SALES TAX/OTHER						
<b>TOTAL EXPENDITURES</b>	<b>176,823</b>	<b>175,368</b>	<b>223,661</b>	<b>226,138</b>	<b>1%</b>	<b>29%</b>
% of Budget	35%	33%	39%	35%		
REVENUE OVER(UNDER) EXP	(37,677)	(6,868)	(12,524)	(32,457)		
BUDGET REVENUE	359,038	362,146	438,690	467,931		
BUDGET EXPENSE	508,519	537,626	578,477	638,513		



## PROGRAM REVENUE

Revenue Recap by Year:

2023			2024			2025					
	Month	YTD		Month	YTD		Month	YTD	YTD Actual	Annual Budget	
Jan	14,753	14,753	Jan	15,347	15,347	Jan	18,143	18,143			
Feb	21,434	36,187	Feb	24,963	40,310	Feb	22,142	40,285	Revenue	161,642	311,174
Mar	48,726	84,913	Mar	70,017	110,327	Mar	70,775	111,060	Expenditures		
April	34,198	119,111	April	29,288	139,615	April	13,960	125,020	Part Time	9,992	44,005
May	33,190	152,301	May	34,925	174,540	May	36,622	161,642	Contractual	38,335	183,195
June	25,436	177,737	June	26,762	201,302	June	-	-	Commodities	741	2,123
July	5,202	182,939	July	577	201,879	July	-	-		49,068	229,323
Aug	39,929	222,868	Aug	44,522	246,401	Aug	-	-	Net	112,574	81,851
Sept	17,223	240,091	Sept	15,281	261,682	Sept	-	-			
Oct	10,608	250,699	Oct	20,320	282,002	Oct	-	-			
Nov	17,921	268,620	Nov	17,222	299,224	Nov	-	-			
Dec	21,040	289,660	Dec	27,467	326,691	Dec	-	-			
<b>Budget</b>		<b>181,569</b>			<b>285,764</b>			<b>311,174</b>			





**PROGRAMS Department by Function**  
**Month Ended 05/31/25**

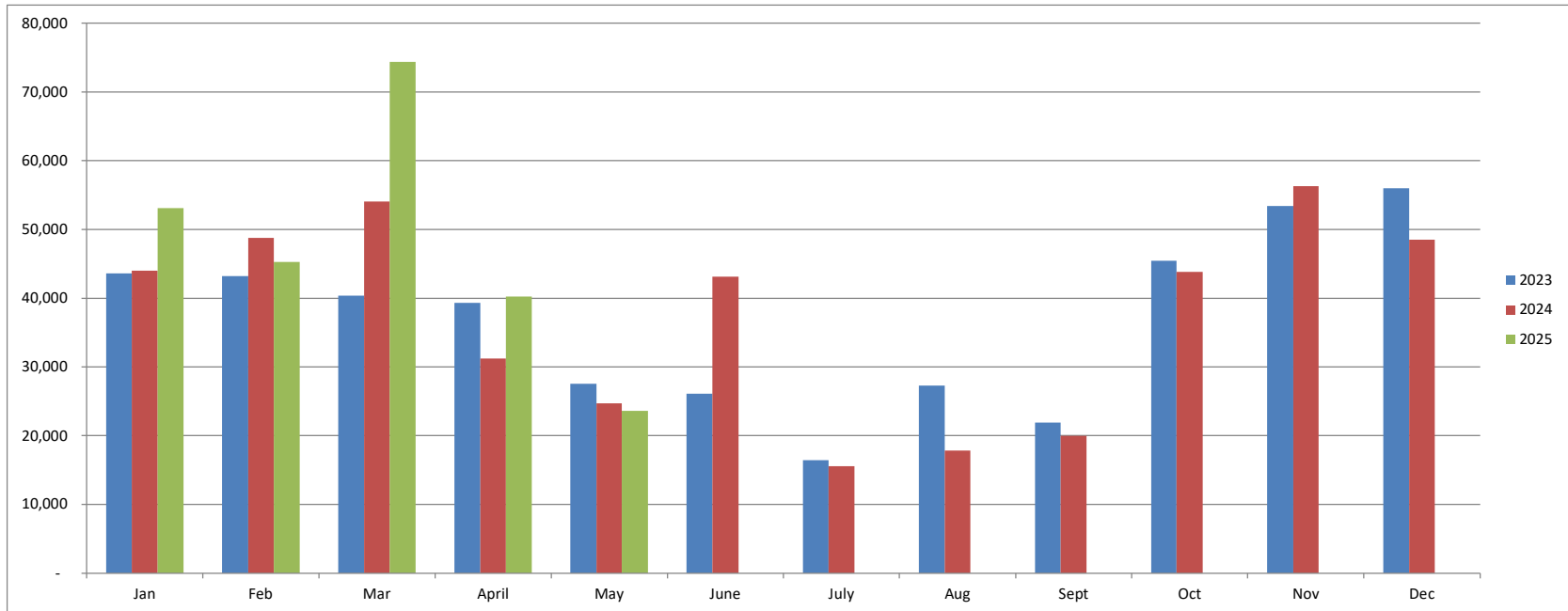
ACCOUNT NAMES	TOTALS	YOUTH CHILD CARE	YOUTH ATHLETICS
<b>REVENUES:</b>			
PROGRAM FEES	164,825	39,225	125,600
CHILD CARE	-		
VISA/MC CHARGES	(3,183)		(3,183)
<b>TOTAL REVENUE</b>	<b>161,642</b>	<b>39,225</b>	<b>122,417</b>
% of Budget	52%	57%	50%
 <b>EXPENDITURES:</b>			
PART TIME SALARIES	9,992	9,992	-
CONTRACTUAL SERVICES	38,335	35	38,300
COMMODITIES	741	741	-
<b>TOTAL EXPENDITURES</b>	<b>49,068</b>	<b>10,768</b>	<b>38,300</b>
% of Budget	21%	23%	21%
REVENUE OVER(UNDER) EXP	112,574	28,457	84,117
CHANGE FROM LAST YR + (-)			
REVENUE	(9,240)	2,082	(11,322)
EXPENDITURES	(14,211)	812	(15,023)
<b>NET</b>	<b>4,971</b>	<b>1,270</b>	<b>3,701</b>
% CHANGE FROM LAST YEAR			
REVENUE	(5)	6	(8)
EXPENDITURES	(22)	8	(28)



### Central Community Center Revenue & Expenditures

Revenue Recap by Year

2023			2024			2025			YTD			
Month	YTD		Month	YTD		Month	YTD		Actual	Budget		
Jan	43,595	43,595	Jan	44,017	44,017	Jan	53,152	53,152	Revenue	236,653		
Feb	43,217	86,812	Feb	48,806	92,823	Feb	45,300	98,452			Expenditures	481,535
Mar	40,378	127,190	Mar	54,123	146,946	Mar	74,386	172,838				
April	39,299	166,489	April	31,226	178,172	April	40,237	213,075				
May	27,570	194,059	May	24,701	202,873	May	23,578	236,653				
June	26,149	220,208	June	43,130	246,003	June	-	-				
July	16,447	236,655	July	15,525	261,528	July	-	-				
Aug	27,302	263,957	Aug	17,819	279,347	Aug	-	-				
Sept	21,885	285,842	Sept	19,992	299,339	Sept	-	-				
Oct	45,481	331,323	Oct	43,876	343,215	Oct	-	-				
Nov	53,456	384,779	Nov	56,322	399,537	Nov	-	-				
Dec	56,022	440,801	Dec	48,541	448,078	Dec	-	-				
<b>Budget</b>		<b>354,857</b>			<b>432,424</b>			<b>481,535</b>	<b>Net</b>	<b>(98,342)</b>		





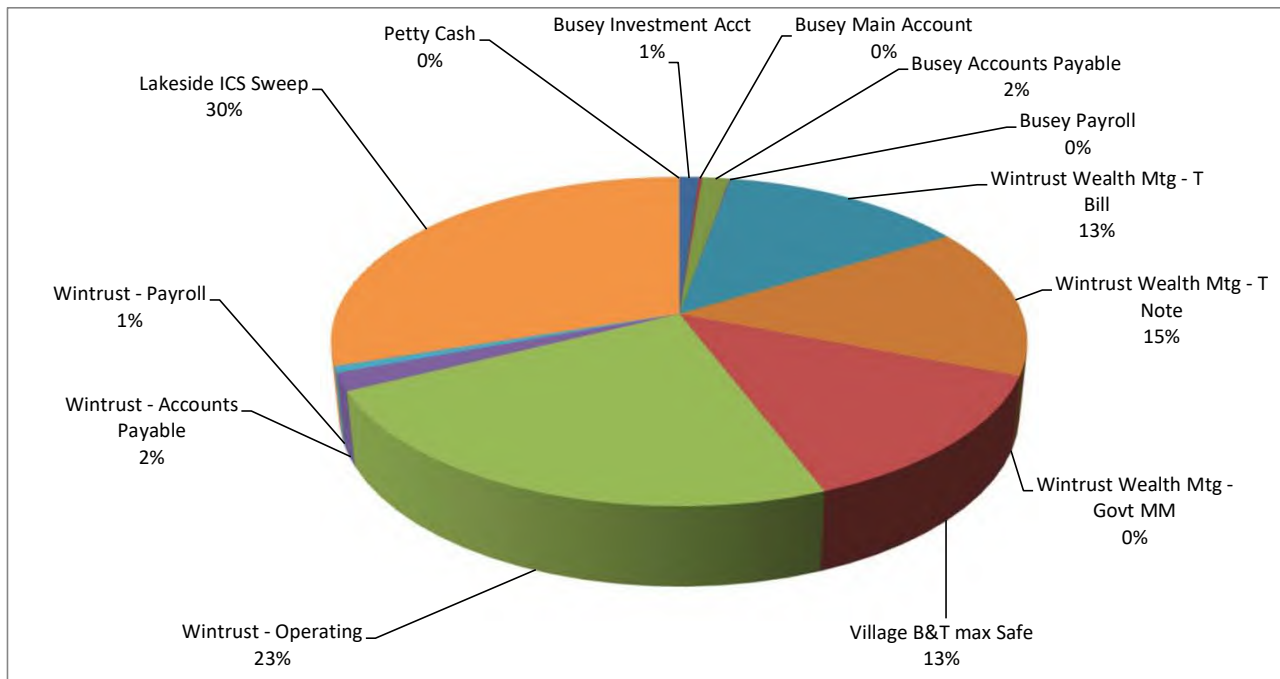
## REVENUE REPORT

May 2025

	MONTH		YEAR to DATE		Change	Up/(Down) % Change
	This	Last	This	Last		
<b>RENTALS</b>						
Building Rental	6,451	8,448	124,459	111,172	13,287	12%
	6,451	8,448	124,459	111,172	13,287	12%
<b>PASS SALES</b>						
Gym Pass	228	181	1,352	1,163	189	16%
Fitness	11,263	9,974	54,362	50,151	4,211	8%
	11,490	10,155	55,714	51,314	4,211	8%
<b>DAILY FEES</b>						
Gym Fees	3,884	824	11,606	8,804	2,802	32%
Fitness Center	221	220	1,582	1,521	61	4%
	4,105	1,044	13,188	10,325	2,863	28%
<b>PROGRAM FEES</b>						
Youth Leagues	-	170	2,686	(366)	3,052	-834%
Special Programs	1,855	4,183	41,083	27,713	13,370	48%
	1,855	4,353	43,769	27,347	16,422	60%
<b>CONCESSIONS</b>						
Merchandise	143	30	1,285	1,417	(132)	-9%
Vending	146	676	1,239	1,323	(84)	-6%
	289	706	2,524	2,740	(216)	-8%
<b>OTHER</b>						
Visa Charges / OvShrt	(612)	(5)	(2,999)	(24)	(2,975)	12397%
<b>TOTAL</b>	<b>23,578</b>	<b>24,701</b>	<b>236,653</b>	<b>202,874</b>	<b>33,590</b>	<b>17%</b>

**Mt. Prospect Park District**  
**Statement of Account Balances**  
 As of May 31, 2025

<b>Accounts</b>	<b>Maturity</b>	<b>Amount</b>	<b>Rate</b>	<b>Term</b>
Busey Investment Acct	n/a	239,116	3.40%	Demand
Busey Main Account	n/a	40,257	0.34%	Demand
Busey Accounts Payable	n/a	343,894	0.43%	Demand
Busey Payroll	n/a	12,528	0.43%	Demand
Wintrust Wealth Mtg - T Bill	6/12/2025	3,035,197	4.12%	60 days
Wintrust Wealth Mtg - T Note	8/31/2025	3,348,292	3.97%	1 yr
Wintrust Wealth Mtg - Govt MM	n/a	1,836	4.71%	Demand
Village B&T max Safe	n/a	3,007,418	4.56%	Demand
Wintrust - Operating	n/a	5,314,329	n/a	
Wintrust - Accounts Payable	n/a	398,613	n/a	
Wintrust - Payroll	n/a	139,788	n/a	
Lakeside ICS Sweep	n/a	6,804,542	4.70%	Demand
Petty Cash	n/a	4,650	n/a	
<b>Total Funds</b>		<b>22,690,460</b>		



**MT. PROSPECT PARK DISTRICT  
PROPERTY TAX  
MONTH ENDING  
5/31/2025**

<u>Tax Yr.</u>	<u>Property Tax Jan. 1 - Dec. 31</u>	<u>Assessed Valuation</u>	<u>Rate</u>
2017	10,145,281	1,667,332,206	0.609
2018	10,417,103	1,645,671,872	0.633
2019	10,641,495	1,945,499,549	0.547
2020	10,945,316	1,975,432,038	0.554
2021	11,313,601	1,833,646,800	0.617
2022	11,960,090	2,186,488,184	0.547
2023	12,502,042	2,228,528,022	0.561

Tax Monies Received from January 1, 2025 through May 31, 2025 totals:  
\$6,722,549 (of this total \$113,339 is Replacement Tax).

	<b>Type</b>	<b>2024 Taxes</b>	<b>2025 Taxes</b>
January	R	47,688	34,360
January		-	
February		1,578,486	2,037,793
March	R	28,122	14,158
March		4,549,417	4,135,090
April	R	25,083	13,435
April		-	436,327
May	R	60,641	51,386
May		182,966	
June		36,039	
July	R	54,258	
July		2,936,918	
August	R	10,120	
August		2,868,760	
September		-	
October	R	33,802	
October		121,143	
November		-	
December			
December	R	12,945	
<b>TOTAL</b>		<b>12,546,389</b>	<b>6,722,549</b>



## Executive Director

June 2025

### **Mt. Prospect Park District Celebrates 70 Years!**

In June of 1955, the Mt. Prospect Park District was established. The motivation for the district's formation came during July, 1954, which was unusually hot and dry. Because of this there was a ban on sprinkling and car washing and no public swimming pools existed in our Village. It became clear that the need for recreational spaces and programs was pressing. The Public's demand for a pool and other recreation facilities had grown as the Village grew, and the presidents of two homeowners' associations took the initiative to organize a campaign to form a park district.

A committee was organized, with one of the first official acts was to go to the voters to ask for \$450,000 in bonds to improve Fairview, Owen, Emerson, Weller Creek and Lions parks, including a swimming pool at Lions. The original 12 acres of parkland at Lions Park was donated to the Village by the Mount Prospect Lions Club, which they had purchased in 1947 and then proceeded to develop to honor those who died in World War II.

This month the Mt. Prospect Park District celebrates 70 years of service to our public. The District's mission to "provide exceptional parks and recreation experiences that enrich the quality of life for present and future generations," is stronger than ever. In 2018, the Mt. Prospect Park District completed and executed the "Mapping Our Future" Strategic Plan. This was then followed by our Comprehensive Master Plan, developed in 2022 and then leading to a successful \$46.2 million bond referendum in November 2024. The successful referendum will now enable our District to replace the Lions Recreation Center and Big Surf Pool with much needed improvements to our Lions Memorial Park and RecPlex facilities. Thank you to all who supported us along the way. Here's to another 70 years!!!



### **Diving Board Petition**

At the May 21st Board meeting, a petition was brought forth requesting the District add a diving board to the new Lions Pool plan. Because of the timing of this request and the impact it would have on our current planning schedule, staff considered other options which may be available without having to redesign the existing Lions pool plans.

The idea of adding another diving board at Meadows pool came forth as a potential option to the petitioner's request. Upon Staff's initial site visit to Meadow's pool, it appeared there may be enough space between the existing drop slide tower and one-meter diving board. Staff has secured a consultant to conduct a feasibility study to review the existing conditions at Meadow's pool. The consultant will then review the Illinois IDPH code and attempt to identify available options (if any) to add additional diving opportunities at Meadows pool.

As mentioned previously, to change the design of the Lions Pool at this stage in the planning process would have a significant impact on the schedule and timing of the Lions project. The idea of adding an additional diving amenity at Meadows would help to address the petitioner's concerns without disrupting the flow of the project. Staff is hoping to have a preliminary review of the site within the next month. I will continue to update the Board as more information becomes available.

### **Upcoming Board Reminder**

Regular Board Meeting - Wednesday, July 16, 2025 - 6:30 pm @ CCC

# PUBLIC COMMENT

**COMMENTS  
AND MATTERS  
FROM  
COMMISSIONERS**



# Golf Operations Report

June 2025

## News & Updates:

- Despite the weather being unseasonably cool, revenue for May ended up at \$360,500, which shattered the all-time monthly record of \$344,000 set last July. The budget for the month was \$317,500. Revenue YTD is now \$5,000 ahead of budget and expenses are \$4,000 under budget. Revenue is just \$2,500 behind this time last season but up \$90,000 over 2023.

**June 2025 (January 1, 2025 through May 31, 2025)**

Golf Rounds	2023	2024	2025	Variance '24 to '25
Paid Resident Disc. Rounds	1,577	1,728	1,519	-209
Paid Regular Rate Rounds	7,661	9,000	7,957	-1,043
Annual Membership Rounds	<u>1,758</u>	<u>1,772</u>	<u>1,682</u>	<u>-90</u>
<b>Total Rounds</b>	<b>10,996</b>	<b>12,500</b>	<b>11,158</b>	<b>-1,342</b>

- Our first session of Summer Youth Lessons began on Monday, June 9th. So far for the season, we have had 348 juniors and 135 adults for a record of 483 total participants registered for our group lesson programs. This compares to last season's record of 270 juniors and 148 adults for a total of 418 participants, which was our previous record.
- An Illinois Junior Golf Association event was held at the course on Wednesday, June 4th. The event included a 14-15 yr old boys and girls division and a 16-18 yr old boys and girls division. Registration was full with 90 kids participating. What was particularly interesting was that 5 of the top 10 boys in the 14-15 yr old division were participants of our Challenge League with Old Orchard. Additionally, the winner and 2 second place finishers of the 16-18 yr old boys were also season pass holders at the course.
- Our annual Parent/Child 9 Hole Par 3 Shootout will occur on Sunday, June 22nd. We have a full field of 72 players (36 teams). The event will be a shotgun start at 5pm, followed by trophies for each age division and ice cream. This tournament is always a big hit with our families in town!

- YTD we have a 4.7 star rating online with 74% of reviews being 5-stars, 22% 4-stars and 4% 3-stars with no 1 or 2-star ratings. Course Conditions, Layout and Staff Friendliness were the three highest rated categories. More astonishingly, we have a 100% recommendation rate for this season! Year-after-year we continue to increase our star rating and recommendation rate. This is due to our Staff's increased social media presence for the golf course, as well as their excellent customer service and training of front line staff. Maintenance also plays a big factor by keeping the golf course in stellar condition despite always having to deal with heavy play and constantly changing weather conditions.

## **Maintenance:**

- It has been an unusually dry and cool start of the season. Normally during May and early June we see large rain totals but the last two years we have experienced very low rainfall levels. This can be beneficial for the turf as the cool nights and lack of precipitation; force the grass plants to grow deep roots in search of water. When wet spring conditions are present the plants produce shallow roots because there is abundant water on the surface. Then the plants may suffer when the heat of the summer hits especially during periods of dry conditions. Also with this cool and dry weather, the Dollar Spot pressure (fungal disease) has been significantly lower than in the past. Staff has done less spraying on fairways and tees than what we historically apply. It's always a plus environmentally and financially when pesticides are not required to be applied.
- The maintenance team installed a 250' drain line on the side of the third hole to aid in drainage for the course and help with water coming from the neighbors.
- A new Assistant Superintendent, Ryan Kiolbassa, has joined our team. So far he is working out great and he changes the cups magnificently, the first thing every young aspiring superintendent must master.



## RECREATION DIVISION

June 18, 2025

### Aquatics

Linda Zalewski, Aquatics Manager

Maddie Bobinski, Aquatics Supervisor

- Summer is in full swing and despite the cooler start, pool pass sales are on pace with 2024. As of June 9th, there are currently 1,495 individual pool passes sold for Meadows and Big Surf for a total revenue of \$101,078. At this time last year, we were at 1,519 for \$103,333.
- Meadows Pool opened on Saturday, May 24th and Big Surf Pool opened on Saturday, May 31st.
- Pool Party Rentals are continually increasing with 20 bookings for the Meadows Party Room and 6 for the Surf Shack for a total revenue of \$7,200.
- The Sharks Swim Team kicked off their 2025 summer season on Monday, June 2nd at Meadows Pool. Currently there are 98 swimmers enrolled for a total revenue of \$31,234.
- The summer swim lesson session begins on Monday June 9th. Enrollments are still underway. Staff held two major lesson training sessions on May 31st and June 5th.
- A total of 136 private lessons were taught in the month of May for a total revenue of \$4,708. So far in 2025, over 501 private swim lessons have been taught .
- AquaFit Unlimited had a total of 78 active members in May with 72 members on a recurring monthly membership. Total revenue for AquaFit in May was \$5,300. Outdoor classes began the week of June 2nd at Meadows Pool.

### Athletics

Brad Wessel, Athletics Manager

Adam Trzaska, Athletics Supervisor

- Crosstown Softball All Star Games are on Saturday, June 7th at Melas Park. MPPD Softball Day at Athletes Unlimited Softball is Sunday, June 8th and they have sold 56 tickets for our program!
- Staff is gearing up for Baseball & Softball Day in Mt. Prospect on Saturday, June 21st at Meadows Park. This annual event highlights the baseball and softball players in Mt. Prospect with Patriots games, showcase games and in-house all-star games.
- Summer registration for Adult Athletic Leagues concluded on June 2nd. This summer's programs include multiple divisions of the Adult Pickleball League, featuring 26 participating teams, and the Women's Volleyball League, with eight teams.

- The 2025 Backyard Bags Tournament was held on Friday, June 6th at Melas Park. There were 44 teams registered for the event. Mrs. P & Me and Rep’s Place were out to sell beverages & food. Overall, the event was successful.
- Registration for the first season of our Summer Basketball League concluded with a total of 89 participants. With the totals, we will be able to run a 3rd/4th grade division of six teams and a 5th/6th grade division with four teams. This new league only consists of games on Sundays at RecPlex to allow our participants to continue playing basketball all year round.
- Athletics staff was able to bring in four adult teams for rentals at Majewski Park to maximize the use for the spring season and create additional revenue.

## Central Community Center

Brian Hecker, Central Community Center Manager

- Open Pickleball in May had 590 participants for \$6,971 in revenue. Staff ran a two-week pickleball sale for 10 and 20 play cards, resulting in a strong month.
- Karate Summer classes have 76 registrations generating \$13,724 in revenue.
- Hot Shots Summer classes and camps have 431 registrations generating \$68,664 in revenue.
- Canine Commons in April had 25 registrations for \$1,225 in revenue.

	<u>May 2025</u>	<u>May 2024</u>
CCC Turf/Parties	\$3,836.34	\$5,197.50
CCC Gym/Room	\$2,614.75	\$3,250.75

\*Timing of monthly payments should be considered when comparing month to month. Gym rental/open gym revenue may change month to month/year to year based on District program space needs.

## Cultural Arts

Toria Smith, Lions Recreation Center & Cultural Arts Manager

- The annual dance recital for Studio Impulse was held on May 17th and 18th at Forest View. Dancers performed “Ignite” to nearly sold out audiences. It was a wonderful culmination of a year's worth of classes and rehearsals for these dancers to showcase their work.
- A successful recital year has concluded, and it's crucial to acknowledge the dedication of our dance instructors. They invest significant effort throughout the year to guide our dancers toward the recital weekends. Unlike some sports, dance progress isn't always visibly tracked on a weekly basis, which can lead to overlooking the year-long commitment of both dancers and teachers. We extend our sincere gratitude to every member of our staff!

- This year we had a graduating class of eight dancers and many have danced with us since they began at the age of three. We wish them all the best of luck in their future endeavors.
- Mt. Prospect Community Band performed during the annual Memorial Day Parade and ceremony at Lions Memorial Bandshell.
- The Art Studio hosted four birthday parties in May.
- Summer program enrollment has been maximized with allowing most patrons on the waitlist to join classes.

## **Early Childhood & Youth Programs**

Kristina Winans, Early Childhood & Youth Manager

Amy Heinrichs, Early Childhood Supervisor

- The preschool classes celebrated Mom's the week of May 5th. They enjoyed activities, mini muffins, fruit and orange juice.
- The Mt. Prospect Library visited the Preschool and KinderKlub rooms during the week of May 12th. They enjoyed stories, songs, and crafts.
- The last day for preschool classes was the week of May 21st. Each age level celebrated with different activities. PreK graduation was held at Lions this year with 36 graduates and close to 200 guests.
- KinderKlub celebrated the end of the year with a fun day swimming at RecPlex pool on May 29th and May 30th.
- The final Off School Special of the year was held on Friday, May 16th for District 57 Kindergarten students and had a total of 9 participants. They enjoyed a day of visiting Mt. Prospect Public Library, followed by Capannari's Ice Cream!
- Muffins with Mom was held on Sunday, May 4th at Friendship Park Conservatory. There were a total of 37 participants, including Moms and Sons. This event was generally held in the evening with dinner in the past, but this year we changed it to a Sunday morning continental breakfast with Mariano's and Khepri Cafe miscellaneous bagels, pastries, danishes, muffins, and more! JG Reptile then ended the morning with a one hour educational Reptile show.
- This summer, eight individuals will participate in our Counselor in Training program, following the completion of interviews. This program is designed to equip participants with essential skills for future employment, with the hope that many will become future counselors.
- Registration is still open for Preschool, Circle of Friends Enrichment, Kids Klub, and KinderKlub. Currently, there are 115 preschool registrations. Circle of Friends has 17 registrations. Kids Klub has 77 registrations. KinderKlub has 49 registrations.
- Krisina attended the Financial Sustainability course that ran May 14th-16th. Amy attended the IPRA Early Childhood Committee meeting on May 23rd.

## Fitness

Tim Sullivan, Fitness Supervisor

- The first of two fitness E- newsletters was sent out on June 3rd. The newsletter featured personal training and massage information, our new Crimson Heart Yoga classes, and ARC Performance classes.
- May's fitness member challenge concluded at the end of the month. The monthly winner received a gym bag for completing the most pull ups without stopping with 34 in a row.
- Member Appreciation Days were held for fitness members on May 15th at the CCC and May 16th at the RecPlex. Complimentary merchandise and refreshments were offered to members upon arrival for their workouts, while supplies lasted.

	<u>May 2025</u>	<u>May 2024</u>
Fitness Memberships	\$48,906	\$45,162
Personal Training/Massage	\$6,825	\$9,121

\*Timing of monthly payments should be considered when comparing month to month.

## Lions Recreation Center

Toria Smith, Lions Recreation Center & Cultural Arts Manager

- One of the Recreation Department's annual goals was to improve staff safety training. To this end, staff revived the Summer All Staff Meeting at Lions Rec Center. It served as an excellent way to kick off the summer season and provide required safety training. We also hosted Officer Greg Sill, who spoke about the benefits of working for the park district and the partnership between the District and the Police.
- Lions hosted the annual Mt. Prospect Memorial Day Ceremony at the Veterans Memorial Bandshell. This event is in collaboration with the VFW.

	<u>May 2025</u>	<u>May 2024</u>
Facility Rentals	\$5,305	\$1,505
Lions Open Gym	\$1,430.80	\$390.40

\*Timing of monthly payments should be considered when comparing month to month. Gym rental/open gym revenue may change month to month/year to year based on District program space needs.

## RecPlex

Michael Wold, Superintendent of Recreation

- RecPlex hosted 64 total rentals in May, 10 room rentals and 44 gym rentals.

- The Champions Court Grand Opening was on Thursday, June 5. This new space features a basketball court, batting cages, pickleball court and birthday parties. Programming has begun and staff are scheduling rentals and birthday parties.

	<u>May 2025</u>	<u>May 2024</u>
RecPlex Rentals	\$15,280.00	\$9,027.50
RecPlex Open Gym	\$4,388.00	\$5,299.00

\*Timing of monthly payments should be considered when comparing month to month. Gym rental/open gym revenue may change month to month/year to year based on District program space needs.



# Administration & Human Resources

June 2025

## News & Updates:

- **May AP Register & Payroll Reminders:** The May Accounts Payable Register totalled \$1,143,339.26 and included the recurring \$305,636 payment to Nicholas & Associates for construction management services, as well as a payment to Lo Destro Construction Company (Pay App #5) for the Champion’s Court conversion in the amount of \$72,669.73.
- **OSLAD Updates:** Early in June, IAPD updated member agencies on the FY 2026 State budget bill and the accompanying Budget Implementation Bill (“BIMP”). While the budget bill included a \$35 million appropriation for OSLAD, among other capital opportunities, the BIMP included a \$10 million sweep of the OSLAD fund balance (though the sweep will not impact existing, awarded grants). MPPD is making preparations for an OSLAD submission pertaining to the planned referendum upgrades to Lions Memorial Park.
- **Community Partner Meetings:** The Park District has representation at two community partner meetings in June. The first is a gathering of the Mount Prospect 2040 Steering Committee, which will help shape the vision and priorities for the Village over the next 10 to 15 years. The second meeting, a gathering of a City of Des Plaines’ Community Advisory Group, is regarding the City’s Active Transportation Plan. This meeting will provide an update on recent survey results and as well as review the draft active transportation network. MPPD is fortunate to have great community partners and looks forward to participating in these endeavors.

## H.R. by the Numbers: May 2025

<b>New-Hires:</b>	<b>29</b>
<b>Payroll Changes</b> (to update employment status, pay-rate, or job-class):	<b>65</b>
<b>Criminal Background Checks</b> (including new-hires, volunteers and coaches):	<b>33</b>
<b>Reportable Injuries</b> - Total to date for 2025:	<b>3</b>
<b>Unemployment Claims</b> (new claims):	<b>0</b>



## Parks & Planning

June 2025

### Administrative / Planning:

- Lions Phase #2 Update: Staff are currently reviewing the 50% CD set and providing our consultants with comments. An updated 50% CD budget is being developed concurrently with the 75% CD issuance, which is due on 6/19. The Planned Unit Development (PUD) package was completed and sent over to the Village of Mount Prospect on 5/30 for their review. This is a necessary step in the re-development and zoning request process.
- Champions Court Update: Final building inspections took place this month and we have received a certification for occupancy. A ribbon cutting for the space took place on Thursday, June 5th.
- RecPlex & Busse Park Paving: Excavation and removals for asphalt took place between 6/4-6/6. New asphalt pavement at both sites was installed on 6/6. Substantial completion, including color coating the basketball court is scheduled for 6/18.
- Countryside Park Redevelopment: Staff received some community input from the recent flyers that were distributed around the surrounding neighborhood. Staff is preparing two design options to present at a public engagement meeting. A date will be released in the not too distant future.
- Meadows Pool Liner / Diving Area: Staff have had meetings with other pool lining manufactures to discuss alternative options for relining the pool. At this time, we are waiting on cost estimates for material, including lead times. Staff requested a proposal to conduct a diving board feasibility study at Meadows Pool. This exercise is being done to identify what opportunities may exist within the dive well area.

### Friendship Park Conservatory (FPC):

- Held our annual Spring Plant Sale with over 400 customers and earned \$23,201.75.
- Hosted our first-ever indoor/outdoor Summer Makers Market featuring 35 local small business vendors.
- Completed seasonal plantings at the Mt. Prospect Golf Club, Meadows Pool, the Veterans Memorial, Lions Recreation Center/Big Surf Pool, as well as several beds around the Friendship Park Conservatory.
- Hosted 7 rentals and received 36 rental inquiries.
- Welcomed 62 first-grade students from Devonshire School for a Conservatory/Greenhouse tour and planting activity.

## **Buildings:**

- Masonry tuckpointing on the columns of the bath house building at Meadows Pool was completed.
- The pool deck was pressure washed including cleaning and patching the pool liner at Meadows Pool in preparation for opening day.
- The Big Surf pool shell was thorsealed, including painting the depth markers and letters on the pool deck.
- New automatic soap dispensers were installed throughout the building at the Central Community Center.
- New ceiling tiles were installed in the conference room at RecPlex.

## **Fleet Services:**

- Replaced the passenger side lower control arm, front brake rotors and pads, and performed an oil change on Explorer #1.
- Performed ignition system service on truck #19. Work included replacing 16 sparkplugs, ignition coil boots, and had the powertrain computer module programmed.
- Found the wiring on the seat safety switch to be shorting to ground on the Jacobsen mower #1. Replaced wiring, connector, and seat safety switch.
- Completed the water tank carriage build including installation of the water tank, pump, and hose assembly on truck #10. Brought unit into service and trained staff.
- Performed mower apparatus training, tractor training, and aerial lift training for newly hired employees.

## **Grounds:**

- Prepared Lions Park for the Memorial Day Ceremony and concert season. Cleaned bandshell stage and storage rooms, hung banners, mulched trees and bandshell area, and repaired irrigation.
- Poured a new Melas bench pad and installed the bench and plaque. Installed plaques at the Veterans Memorial Fountain.
- Completed playground inspections and minor repairs.
- Started Canine commons weekly mowing, weedwhipping and trash pick up. Completed minor fence repairs.
- Installed new mulch at the Meadows Aquatic Center and Central Community Center Beds.

## **Work Orders & Park Permits:**

At the time of this report, there have been approximately 83 internal work order requests for the month of May submitted and 18 park permit requests for 2025.



## Community Relations & Marketing

June 2025

The 2022 Comprehensive Master Plan underscored the District theme to “elevate Mt. Prospect Park District to exceed public expectations.” As the District reviews all of the accomplishments of the last decade, we find a renewed focus on striving to exceed public expectations once again. The 70th Anniversary logo is out and about this summer at our Monday/Thursday Summer Concert Series, featured in our June e-newsletter and shared with our patrons through free stickers available at our front desks in the month of June.



In addition, marketing has prepared a 70th Anniversary Bucket List for children entitled, “70 Ways to Celebrate Summer!” It will be distributed to our Day Campers, event attendees and throughout our facilities. Once the list is complete, families can return it to the front desk for a prize and a chance to win one of five \$70 District gift cards. The annual IPRA UnPlug Illinois Day will be part of the bucket list as children are encouraged to “unplug and get outside to play’ on Saturday, July 12.

CR&M has been out and about throughout the month of May attending the Village Senior Expo on May 2, the annual Memorial Day ceremony on the 26th and the Village Mental Health Fair on Friday, May 30th at the downtown Pocket Park. We are also working with Representative MaryBeth Canty’s team to join her annual Park Hunt with clues hidden at various parks including the Meadows Aquatic Center.

### CR&M Analytics & Updates

\*Marketing tracks program analytics within 48 hours of posting and 2 business days of e-blasts. While not all registrations are guaranteed to come from these things, there is a strong positive correlation between marketing promotions and registration increases.

- Executed 3rd Social Media Pool Pass Contest
  - On Instagram, resulted in 380 likes (record high), 446 comments, and 100+ followers gained
- Promoted Backyard Bags Tournament throughout the month twice via social media and in the Athletics E-Newsletter resulting in 11 team registrations
- Posted Senior Spotlights of all dance seniors on social media leading up to recitals

- Showcased vendors in the Summer Maker's Market via social media with individual "Meet the Maker" posts
- Summer 1 Athletics E-Newsletter (5/23) resulted in 6,792 sends and 78 clicks
- Summer Fitness E-Newsletter (6/3) resulted in 2,524 sends and 53 clicks
- June Monthly E-Newsletter (6/6) resulted in 17,011 sends and 165 clicks

## Upcoming Programs/Registrations/Events

- Friday, June 20: Trivia Night, 6:15-8:15 PM, Friendship Park Conservatory
- Saturday, June 21: Baseball & Softball Day in Mount Prospect
- Monday, June 23: MPCB Summer Festival of Music Opening Night, 7:30 PM, Veterans Memorial Bandshell
- Tuesday, June 24: Lions Park Storytime Series with MPPL, 10 AM, Lions Memorial Park
- Thursday, June 26: Soundscapes Concert Series - Dancing Queen, 7:30 PM, Veterans Memorial Bandshell
- Monday, June 30: MPCB Summer Festival of Music - Salute to America, 7:30 PM, Veterans Memorial Bandshell
- Tuesday, July 1: Lions Park Storytime Series with MPPL, 10 AM, Lions Memorial Park
- Wednesday, July 2: Tots in the Park, 1:00-2:00 PM, Rosemary S Argus Friendship Park
- Monday, July 7: MPCB Summer Festival of Music - Around the World in 60 Minutes, 7:30 PM, Veterans Memorial Bandshell
- Tuesday, July 8: Big Surf Party - One Last Wave, 4-8 PM, Big Surf Pool
- Wednesday, July 9: \$1 Senior Bingo Bonanza, 12:30-1:30 PM, Lions Rec Center
- Wednesday, July 9: Mixed Succulent/Cactus Planter, Friendship Park Conservatory
- Thursday, July 10: Soundscapes Concert Series - Billy Elton, 7:30 PM, Veterans Memorial Bandshell
- Monday, July 14: Registration Deadline for Youth Fall Baseball/Softball
- Monday, July 14: MPCB Summer Festival of Music - Some of Our Favorites, 7:30 PM, Veterans Memorial Bandshell
- Thursday, July 17: Soundscapes Concert Series - Lee DeWyze, 7:30 PM, Veterans Memorial Bandshell
- Monday, July 21: Registration Deadline for Youth Fall Soccer
- Monday, July 21: MPCB Summer Festival of Music - Dancing to Broadway, 7:30 PM, Veterans Memorial Bandshell
- Wednesday, July 23: \$1 Senior Bingo Bonanza, 12:30-1:30 PM, Lions Rec Center
- Thursday, July 24: Soundscapes Concert Series - The Jolly Ringwalds, 7:30 PM, Veterans Memorial Bandshell

# JUNE 2025

## Community Relations & Marketing

**The Summer Concert Series Begins!**

**Soundscapes Concert Series**  
Thursdays, 7:30 PM | Veterans Memorial Bandshell

Gather family and friends for the best in Thursday evening entertainment! Our free concert series offers something for everyone:

- June 26 - Dancing Queen
- July 10 - Billy Elton
- July 17 - Lee DeWyze
- July 24 - The Jolly Ringwalds
- July 31 - 7th Heaven

**Summer Festival of Music**  
**Mt. Prospect Community Band**  
Mondays, 7:30 PM | Veterans Memorial Bandshell

June 23 - Another Show, Another Opening  
July 30 - Salute to America  
July 7 - Around the World in 60 Minutes  
July 14 - Some of Our Favorites  
July 21 - Dancing to Broadway  
July 28 - A Night in Vienna

**June Events**

381 likes, 446 comments, 14 shares

Liked by lindykins94 and others  
mpparkdistrict 🥳 The Pool Pass Contest is Back! 🥳

Enter for a chance to win 1 of 2 prize baskets:  
-Meadows Prize Basket: 1 Individual Pool Pass, 4 Daily Passes to Meadows Pool and Pool Toys  
-Big Surf Prize Basket: 1 Individual Pool Pass, 4 Daily Passes to Big Surf Pool and Pool Toys

How to enter:  
-Like this Pool Pass Contest post  
-Tag 3 pool buddies in the comments  
-Follow @mpparkdistrict on Instagram and Mt. Prospect Park District on Facebook

Welcome Back Lee DeWyze 🎸

Mount Prospect's favorite son, **Lee DeWyze**, returns to the Veterans Memorial Bandshell as part of the Free Soundscapes Summer Concert Series.

Whether he is on stage, in the studio or weaving his melodies into the fabric of beloved films and television shows, Lee continues to leave an indelible mark on the music landscape. His 2024 album, *Gone For Days*, has received critical acclaim and praise. Check it out and join us to hear it live on Thursday, July 17 at 7:30 PM!

Rain date Sunday, July 20.

75 likes, 4 comments, 4 shares

mpparkdistrict Studio Impulse presents IGNITE! 🔥

Recital season continues! Beautiful dances from... more  
May 18

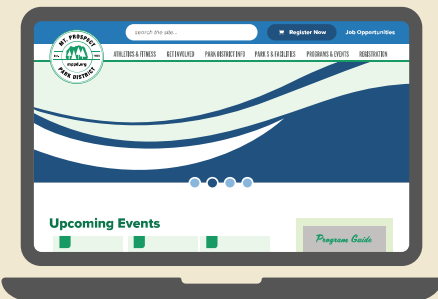
**MOST ENGAGING SOCIAL MEDIA POSTS**

Pool Pass Contest • Welcome Back Lee  
Big Surf Opening Weekend Reel • Dance Senior Spotlights  
Studio Impulse Ignite Album • Owen Park Playground Opening Album

### RESULTS

#### June E-newsletter

Open Rate 55%    Click Rate 1%



#### MOST VIEWED PAGES

- Meadows Aquatic Center • RecPlex • Big Surf
- Summer Concert Series • Summer Camps
- Jobs • Friendship Park Conservatory
- RecPlex Pool • Program Guides



**Summer Program Guide Views 22,835**

