#### HANOVER PARK PARK DISTRICT



**Board of Commissioners** 

Community Center 1919 Walnut Ave, Hanover Park, Il 60133 Telephone: (630)837-2468 Hpparks.org

# HANOVER PARK PARK DISTRICT

BOARD OF COMMISSIONERS PARK BOARD REGULAR MEETING AGENDA COMMUNITY CENTER BOARD ROOM, 1919 WALNUT AVE, HANOVER PARK, IL, 60133

AND ZOOM CONFERENCING APP VIRTUAL MEETING
MEETING PHONE #: 312 626-6799 MEETING ID: 883 933 8904 MEETING
PASSCODE: 430079 MONDAY, JANUARY 22, 2024 7:00 P.M.

NOTICE IS HEREBY GIVEN that Section 7(e) of the Open Meetings Act (the "Act"), which provided that open or closed meetings of a public body, including its committees thereof, may be conducted by audio or video conference without physical presence of a quorum of its members, is no longer be in effect as of May 11, 2023 because Governor Pritzker's disaster declaration related to the COVID 19 pandemic expired on that date. Therefore, Hanover Park Park District Ordinance No. 19-20-08, "AN ORDINANCE ADOPTING SPECIAL RULES AND PROCEDURES FOR ELECTRONIC ATTENDANCE AT

MEETINGS DURING THE COVID-19 PANDEMIC PURSUANT TO GOVERNOR PRITZKER'S EXECUTIVE ORDER NO. 2020-07" is no longer applicable. Accordingly, the physical guorum of the Board of Park Commissioners of the Hanover Park Park District (the "Park Board") and of each of its committees, must be physically present for a member or members of the Park Board, or committee, to attend such meeting electronically, and then only in accordance with Hanover Park Park District Ordinance No. 16-17-07, "AN ORDINANCE DEFINING MEETING AND ADOPTING PROCEDURES FOR ELECTRONIC ATTENDANCE AT MEETINGS" adopted November 28, 2016. Nevertheless, as an accommodation to the press and public, and because of the limited size of the Board Room in the Hanover Park Park District Community Center, 1919 Walnut Avenue, Hanover Park, Illinois, 60133, the Park Board will continue to conduct its meetings in person and electronically. Accordingly, members of the public are encouraged to consider attending the Park Board meeting remotely by utilizing the Zoom conference application either by calling the following telephone conference number 312-626- 6799, or by utilizing the Join Zoom Meeting link, https://us02web.zoom.us/j/8839338904?pwd=VkMzQndGT1RlZytYbjZpMC9Rd2lSQT09 and in either case to participate you must utilize the following Meeting ID: 883 933 8904 & Meeting Passcode 430079. A link to said Zoom Meeting will also be available on the Hanover Park Park District web site www.hpparks.org by clicking on the link for the Public Meeting for the January 22, 2024, Board Regular Meeting at the regularly scheduled date and time of said meeting.

- 1. CALL MEETING TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL

4. APPROVAL OF THE CONSENT AGENDA - All items listed with an asterisk (\*) are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event it will be removed from the items to be approved by consent and will be considered and voted upon at the point where it appears in the general order of business on the agenda. ITEMS TO BE ADDED TO OR REMOVED FROM THE CONSENT AGENDA APPROVAL OF ALL MATTERS ON CONSENT AGENDA AS AMENDED [NOTE: The President must read the full title of each item to be approved by consent as designated by an asterisk (\*) (except for those items removed), and include those items added by a prior motion by Consent Agenda amendment]

# 5. MINUTES

- A. \*11-27-23 Regular Board Meeting Minutes
- B. \*12-11-23 Workshop Board meeting minutes
- C. \*12-18-23 Regular Board Meeting Minutes

# 6. COMMITTEE REPORTS

- A. \*FINANCE MOTION TO APPROVE -Statement of Cash Receipts & Disbursements (May 1, 2023 through December 31, 2023)
- B. \*MOTION TO APPROVE Treasurer's Report
- C. \*MOTION TO APPROVE Payout #2 on Community Park Renovation Project payable as follows:
  - (1) Check Payable to Chicago Laborers Funds: \$25,398.51
  - (2) Check Payable to Hacienda Landscaping, Inc.: \$34,766.35 Total Payout No. 2: \$60,164.86

# 7. WARRANT

**A. \*MOTION TO APPROVE –** Warrant #23-24-09 for the month ending December 31, 2023

### 8. NEW BUSINESS

- **A. \*MOTION TO APPROVE** IAPD Per Diem Expenses for Commissioners
- **B. MOTION TO APPROVE** 2024 Park Board meeting and Committee Dates.
- C. \*MOTION TO APPROVE Referendum 2024 Information Sheet
- D. \*MOTION TO APPROVE Resolution #23-24-13- A resolution approving of the Non-Exclusive Agreement between B Sports LLC and The Hanover Park Park District
- **E. \*MOTION TO APPROVE –** Resolution #23-24-14 A Resolution approving of the Non-Exclusive Agreement between CASO Cricket and the Hanover Park Park District
- **F.** \*MOTION TO APPROVE Resolution #23-24-15 A Resolution approving of the Non-Exclusive Agreement between MWCC and the Hanover Park Park District
- **G.\*MOTION TO APPROVE –** Resolution #23-24-16 A Resolution approving the Upland Design LLC proposal and agreement for landscape and architectural services.
- H. MOTION TO APPROVE Resolution #23-24-17 A resolution approving of the Non-Exclusive Agreement between Illinois Family and Wellness Centers, LLC and the Hanover Park Park District
- 9. CORRESPONDENCE No Correspondence
- **10. FUTURE EVENTS** 
  - A. Community Events
  - **B.** Organizational events
- 11.MATTERS FROM THE PUBLIC
- 12.QUESTIONS & ANSWERS FROM COMMISSIONERS

# 13. ADJOURN 1-22-24 PARK BOARD REGULAR MEETING

# DRAFT COPY HANOVER PARK PARK DISTRICT 1919 WALNUT AVENUE HANOVER PARK, ILLINOIS 60133

# BOARD OF COMMISSIONERS REGULAR MEETING MONDAY, NOVEMBER 27, 2023

# MINUTES 7:00 P.M.

# **CALL TO ORDER**

The Regular Board Meeting of Park Commissioners was called to order on Monday, November 27, 2023, by President Fuentez at 7:00pm.

# PLEDGE OF ALLIEGANCE

# **ROLL CALL**

Upon the roll being called, the following answered:

Commissioners Present: 4 Commissioners Elkins, Aguilar, Khan, and President Fuentez

Commissioners Absent: 0 None

Staff Present: 2 Superintendent of Parks and Planning Bessette, Executive

**Assistant Quigley** 

Staff Absent: 0 None

Guests Present: 10 Attorney Mraz, Belinda Mustafa, Shawqi Mustafa, Nauman

Azeemi, Jasmine Ivette, Lila Robertson, Eric Peterson, Edie

Runnion, Tracee Wilson, Laura Reilly

#### MOTION TO DECLARE A VACANCY IN THE BOARD

A motion was made by President Fuentez and seconded by Commissioner Elkins to declare a vacancy in the board.

A discussion occurred regarding the generation and receipt of the document as signed by Mr. Mustafa, prompting a desire for further investigation into the matter.

A motion was made by Commissioner Elkins and seconded by President Fuentez to table the declaration of vacancy until the next meeting.

Commissioner Elkins stated it's an argument of fact, and while it appears on it's face that Mr. Mustafa signed the unconditional resignation, things should be looked at. Assistant Secretary Bessette stated that he was taking the allegations seriously and would begin investigation immediately.

With no further discussion and upon the roll being called, the following answered:

Ayes: 4 Commissioners Aguilar, Elkins, Khan and President Fuentez

Nays: 0 None Abstain: 0 None

Motion carried.

# **MATTERS FROM THE PUBLIC**

A motion was made by Commissioner Elkins and Seconded by President Fuentez to move matters from the public up in the agenda, following the tabled declaration of vacancy and to allow Mrs. Mustafa to speak on behalf of the Foundation

With no further discussion and upon the roll being called, the following answered:

Ayes: 4 Commissioners Aguilar, Elkins, Khan and President Fuentez

Nays: 0 None Abstain: 0 None

Motion carried.

Mrs. Belinda Mustafa was recognized by the board. She discussed the upcoming Holiday Craft Show and highlighted the Foundation's need for further volunteers

Ms. Tracee Wilson was recognized by the board. Ms. Wilson relayed concerns regarding Commissioner Mustafa's motivations in regards to his role on the board.

Mr. Nauman Azeemi was recognized by the Board. He relayed concerns over rumored communications within the park district, and his recent move to Hanover Park.

#### APPROVAL OF THE CONSENT AGENDA

A motion was made by Commissioner Elkins and seconded by President Fuentez to approve the Consent agenda, representing the Minutes of 10-16 Workshop Board Meeting, the 10-23 Regular Board meeting, the Treasurer's Report, The Statement of Cash Receipts and Disbursements for the month ending October 21, 2023, Warrant #23-34-07, Ordinance #23-24-04 – The 2023 Tax Levy Ordinance, Ordinance #23-24-05 – 2020A Abatement, Ordinance #-12-24-06 – The 2019B Abatement, Ordinance #23-24-07 – The 2022A Abatement, The Amendment to Independent Contractor Agreement between Hanover Park Park District and Roger Emig, the Amendment to Independent Contractor Agreement between Hanover Park Park District and Ming Chai, The IAPD Credentials, the Chilled Pallet Agreement, Resolution #23-24-08 – RingCentral VOIP System Agreement, Resolution #23-24-08 – The IGA Amendment for Joint Theater Program between Streamwood Park District and the Hanover Park Park District, and Resolution #23-24-10-Approving the IGA between Hanover Park Park District and School District 54, as presented.

With no further discussion and upon the roll being called, the following answered:

Ayes: 4 Commissioners Aguilar, Elkins, Khan and President Fuentez

Nays: 0 None Abstain: 0 None

Motion carried.

# QUESTIONS AND ANSWERS FROM THE COMMISSIONERS

There were no questions from the commissioners at this time.

# **ADJOURNMENT TO EXECUTIVE SESSION**

A motion was made by Commissioner Elkins and seconded by President Fuentez to adjourn the 11-27-23 Regular Meeting of the Park District Board of Commissioners into Executive Session under section 2( c )1 of the Open Meetings Act to discuss "the appointment, employment, and or compensation of specific employee(s) or individual(s) to serve as independent contractor(s)" and section 2( c )3 of the Open Meetings Act to discuss "The selection of a person to fill a public office, as defined in the Open Meetings Act, including a vacancy in a public office, when the public body is given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the public body is given power to remove the occupant under law or ordinance" at 8:41 pm.

With no further discussion and upon the roll being called, the following answered:

Ayes: 4 Commissioners Aguilar, Elkins, Khan and President Fuentez

Nays: 0 None Abstain: 0 None

Motion carried.

Respectfully submitted,

Steven A Bessette

Assistant Board Secretary SB:JQ

# DRAFT COPY HANOVER PARK PARK DISTRICT 1919 WALNUT AVENUE HANOVER PARK, ILLINOIS 60133

# BOARD OF COMMISSIONERS WORKSHOP MEETING COMMUNITY CENTER BOARDROOM & ZOOM CONFERENCING APP MONDAY, DECEMBER 11, 2023

# MINUTES 7:05 P.M.

### **CALL TO ORDER**

The Workshop Board Meeting of Park Commissioners was called to order on Monday, December 11, 2023 by Vice President Elkins at 7:05pm.

Upon the roll being called, the following answered:

#### **ROLL CALL**

Commissioners Present: 4 Commissioners Aguilar, Mustafa, Khan, and Vice President Elkins

Commissioners Absent: 1 President Fuentez

Staff Present: 3 Superintendent of Parks & Planning Bessette,

Recreation Superintendent Cox, Executive Assistant Quigley

Staff Absent: 0 None

Guests Present: 5 Belinda Mustafa, Nauman Azeemi, Laila Robertson, Laura Reilly,

Edie Runnion

#### ASSISTANT SECRETARY READS STATEMENT FROM PARK DISTRICT ATTORNEY

Attorney Mraz could not be present for the meeting, but sent in writing a statement regarding the resignation of Commissioner Mustafa to be read before the Board by the Interrim Executive Director, Steve Bessette. Interrim Director Bessette read the statement in full to the Board. In the statement, Attorney Mraz stated that Commissioner Mustafa admitted to having signed the resignation, which was accepted by the Assistant Secretary on November 16th and disseminated to the Board before November 22<sup>nd</sup>. The Agenda for the November 27<sup>th</sup> Regular Board Meeting housed a motion to declare a vacancy in the Board as Item 4 in the order. At the November 27th meeting, Commissioner Mustafa made a number of statements regarding the execution of the document and how it was procured, his ability to view and understand it, and the filing of the document. Attorney Mraz went on to recount that Commissioner Mustafa stated in that meeting that he was still debating whether or not he would resign due to his health, but needed time to recover from his injury and think it over, at which point the board voted to table the motion to declare the vacancy. Commissioner Mustafa also asked in the same meeting that Staff investigate certain facts surrounding the execution and filing of the original resignation letter, which had not been completed by the December 11th Workshop meeting. Attorney Mraz went on to state in the letter that a hearing should be held before the board or the court, which would likely contain testimony of sensitive matters that may not be disclosable to the public, in order to conclude the investigation. He stated that should Commissioner Mustafa tender another resignation that is accepted by the Board, the current one would be rendered moot. As the motion to table the declaration of vacancy was voted on and passed, Commissioner Mustafa could continue to serve as a Commissioner until such a time as

the motion was removed from the table, with the vacancy declared. Should the motion be removed from the table and the vote passes, at that time, the Board would be able to declare the vacancy and take steps to appoint a replacement.

# **APPROVAL OF THE AGENDA**

A motion was made by Commissioner Aguilar and seconded by Commissioner Mustafa to approve the agenda.

With no further discussion and upon the roll being called, the following answered:

Ayes 4 Commissioners Mustafa, Aquilar, Khan, and Vice President Elkins

Nays: 0 None Abstain: 0 None

Motion carried.

#### **REVIEW OF MEETING MINUTES 11-13 AND 11-27**

The meeting minutes were reviewed with no commentary or correction.

#### STAFF REPORTS

# Administration, Business Services, and Marketing

Assistant Secretary Bessette stated that CPA Howard had fully tendered his resignation, and the Park District was in the process of seeking a permanent Superintendent of Business Services and Finance. He went on to state that all standard Business Services reports were present in the packet and were open to questions and discussion from the Commissioners. Assistant Secretary Bessette went on to discuss the Marketing report for the month, stating that it was another excellent month for online engagement through the Park District's Social Media pages, with a total of 61,000 followers on Facebook as well as another 1,200 on Instagram. Vice President Elkins brought up the possibility of returning to a fully printed Playbook for the Park District. Commissioner Aguilar discussed the difference in reach between digital media and physical media, stating that Digital Media was the way to continue, given that it cost less and reached further than traditional physical media. Commissioner Khan stated that she received physical media from a few other locations and personally read them, at which point Commissioner Aguilar asked about the ability to add QR codes to the current physical media the Park District was already sending that could connect directly to the registration sites for the Park District's programs.

#### Parks and Planning

Assistant Secretary Bessette stated that the Discover Park Renovation bid process was continuing, opening officially in January, with hopes to complete the project in 2024, as well as the proposed Anne Fox renovation and the completion of the current Community Park project. He went on to state that the current delay was directly related to the contractors having issues with Unions as well as the State. Vice President Elkins brought up the possibility of calling the Bond and having the insurance company complete the project.

# Recreation

Assistant Secretary Bessette highlighted the recent Tis The Season Event, with an attendance increase to 615 attendees as compared to the previous year's 250, stating he was excited to see the growth and hoped the trend continued in the future. He went on to state that Supervisor Pinones had also begun planning 3-5 annual craft events, with the introduction of a new Grinchmas craft event this year, in which 44 children attended with their parents. He also highlighted the upcoming Theater Program's opening night, as Supervisor Casteneda was completing Tech Week, and the show was set to open Friday evening at 7 pm. He also stated that the Winter Basketball session was set to open in the very near future, and Supervisor Pinones had begun talks with the Kenneth Young Center in regards to offering Conversation Classes at the Park District in order to help immigrants, refugees, and asylum

seekers learn English as a Second Language. He highlighted the benefits of the program, as well as a potential collaboration with Hanover Township, focusing on Latinx Seniors. Vice President Elkins suggested offering an ESL program within the Park District as well, as he stated that programs to assist could be found for a low cost. Assistant Secretary Bessette stated that the Cricket Lottery was set for the next day (12/12). Commissioner Mustafa asked how many teams were going to be involved in the lottery. Superintendent Cox stated that there were 5 teams who had signed up. Commissioner Mustafa then asked why the staff wasn't just sitting down with the teams to get the dates. Superintendent Cox explained how the lottery works.

#### **CCAC**

Assistant Secretary Bessette stated that the Jr Tennis league was going well, with 6 teams operational for ages 14 and under, and a new one being added in the new year. He also stated that classes, lessons, and camps would be going on in the new year as well. He further highlighted a rise in total memberships at the CCAC, leading to a total of 1,433 memberships.

#### **COMMITTEE UPDATES**

There were no updates to report.

# FINANCE AND ADMINISTRATION

# Review of the Personnel Policy Handbook and Park Board General Comments Rules

Assistant Secretary Bessette highlighted the presence of the completed draft of the Personnel Policy Handbook for review of the Board, and stated that the questions offered by the board had been sent to Lannier Muchin and answered.

Review of Resolution #23-24-12 – A Resolution providing for and requiring the submission of the proposition to issues \$8,000,000 General Obligations Park Bonds to the voters of the Hanover Park Park District, DuPage and Cook Counties, Illinois, at the general primary election to be held on the 19<sup>th</sup> day of March, 2024.

Commissioner Mustafa asked after the amount of taxes requested in the question. Vice President Elkins stated that no taxes nor tax increases were being requested in the motion, and it was instead requesting the Public's permission to seek a bond for the construction of new roofs at the Community Center.

# MARKETING AND COMMUNICATIONS

Assistant Secretary Bessette stated there was nothing further to report

#### **RECREATION**

Assistant Secretary Bessette highlighted the Athletic Field and Facility Usage Policy draft, to be considered by the Board for vote in the upcoming Regular Board Meeting. He stated that his policy booklet had never been present before at the Park District, and that it set forth rules for the usage of Fields and Facilities that would be enforceable, as well as introducing fees and times of availability.

#### PARKS AND PLANNING

Assistant Secretary Bessette stated there was nothing further to report at this time.

# **CCAC**

Assistant Secretary Bessette stated there was no further report at this time.

#### MATTERS FROM THE PUBLIC

Mrs. Belind Mustafa was recognized by the board, in attendance via Zoom. She stated that she was present at the Charitable Gaming Event for the Foundation and could not be physically present. She went on to state that she had been looking on the website for pricing of rentals at the Park District and could not find them. Assistant Secretary

Bessette stated that with the new Athletic Field and Facilities Usage Policy having not been ratified by the Board, the Park District could not have the pricing on the Website as the policies governing their use had not yet been voted on, but he assured her that should it pass, the prices would be listed on the website the next day.

Mr. Nauman Azeemi was recognized by the board. He stated he wanted to discuss the possibility of having a cricket field for High School Students and days for his Youth Cricket programs, stating that he needed Saturdays during the day for his league. He offered complaint about how the lottery was set up and requested "one more time" that he be given the grounds and a "feasible time". Commissioner Mustafa stated that he wanted to give Mr. Azeemi "just one day" for how much Mr. Azeemi had sponsored the soccer program. Assistant Secretary Bessette stated that he would not be given the days in exchange for his sponsorship. Mrs. Mustafa asked why, if Cricket matches lasted 4-5 hours, someone couldn't book the fields back to back. Vice President Elkins reminded the Commissioners and Staff that it was not in keeping with the rules of Public Comment that there be any response from either the board or the staff during Matters from the Public.

# **QUESTIONS AND ANSWERS FROM COMMISSIONERS**

There were no questions from commissioners at this time.

# ADJOURNMENT TO EXECUTIVE SESSION

A motion was made by Commissioner Mustafa and seconded by Commissioner Aguilar to adjourn from the 12/11/2023 Workshop Board Meeting at 9:08 pm.

With no further discussion and upon the roll being called, the following answered:

Ayes 4 Commissioners Mustafa, Aguilar, Khan, and Vice President Elkins

Nays: 0 None Abstain: 0 None

Motion Carried.

Respectfully submitted,

Stephen A. Bessette Assistant Board Secretary SB:JQ

# DRAFT COPY HANOVER PARK PARK DISTRICT 1919 WALNUT AVENUE HANOVER PARK, ILLINOIS 60133

# BOARD OF COMMISSIONERS REGULAR MEETING MONDAY, DECEMBER 18, 2023

# MINUTES 7:09 P.M.

# **CALL TO ORDER**

The Regular Board Meeting of Park Commissioners was called to order on Monday, December 18, 2023, by President Fuentez at 7:09pm.

# PLEDGE OF ALLIEGANCE

#### **ROLL CALL**

Upon the roll being called, the following answered:

Commissioners Present: 5 Commissioners Elkins, Aguilar, Khan, and President Fuentez

Commissioners Absent: 0 None

Staff Present: 2 Superintendent of Parks and Planning Bessette, Executive

**Assistant Quigley** 

Staff Absent: 0 None

Guests Present: 3 Attorney Mraz, Belinda Mustafa, Brajesh Shaw

# REQUESTED AMENDMENTS TO THE 12-18 AGENDA PER PARK DISTRICT ATTORNEY

A motion was made by President Fuentez and seconded by Commissioner Elkins to discuss proposed amendments to the agenda, set forth by Attorney Mraz.

Attorney Mraz recommended that item 8A should read "Motion to Approve Personnel Policy Handbook" as opposed to "Motion to Approve Employee Handbook" as the title of the document had been changed for some time, and while calling it an Employee Handbook was accurate, that was not the title of the document. He also highlighted that there were 2 items listed as 8B, and that the first "Motion to Approve Park Board General Comments Rules" should be removed as there was already a policy in place regarding the rules, and these new ones needed to be checked over to see how they lined up with the previous policy. The Second 8B also needed to be edited to read as the full question in the Referendum Request. He also stated that 8C needed to read "Usage Policy" as opposed to "Usage Guide", as that had been changed as well.

With no further discussion and upon the roll being called, the following answered:

Ayes: 4 Commissioners Aguilar, Elkins, Khan and President Fuentez

Nays: 1 Commissioner Mustafa

Abstain: 0 None

Motion carried.

#### APPROVAL OF THE CONSENT AGENDA

A motion was made by Commissioner Elkins and seconded by President Fuentez to approve the Consent agenda, representing the Minutes of 11-13 Workshop Board Meeting, the 11-27 Regular Board meeting, the Treasurer's Report, The Statement of Cash Receipts and Disbursements for the month ending November 30, 2023, Warrant #23-34-08, The Personnel Policy Manual, The Park Board General Comments Rule, and The Athletic Field and Facility Usage Policy, as presented.

Commissioner Elkins made a motion to remove the Athletic Field and Facility Usage Policy from the Consent Agenda for Discussion.

With no further discussion and upon the roll being called, the following answered:

Ayes: 4 Commissioners Mustafa, Elkins, Khan and President Fuentez

Nays: 1 Commissioner Aguilar

Abstain: 0 None

Motion carried.

After statements from Commissioner Mustafa regarding confusion in reference to the 11-27-23 Regular Board Meeting Minutes, A motion was made by Commissioner Elkins and seconded by Commissioner Khan to remove item 5B from the consent agenda for discussion.

With no further discussion and upon the roll being called, the following answered:

Ayes: 5 Commissioners Aguilar, Elkins, Khan, Mustafa and President Fuentez

Nays: 0 None Abstain: 0 None

Motion carried.

With the items aforementioned removed from the agenda as voted, a motion was made by Commissioner Elkins and seconded by Commissioner Aguilar to amend the agenda, as presented.

With no further discussion and upon the roll being called, the following answered:

Ayes: 5 Commissioners Aguilar, Elkins, Khan, Mustafa and President Fuentez

Nays: 0 None Abstain: 0 None

Motion carried.

#### MINUTES FROM THE 11-27-23 REGULAR BOARD MEETING

A discussion began, regarding the minutes from the 11-27-23 Regular Board Meeting, wherein Commissioner Mustafa stated that the Park District Attorney had not stated any of the things in the minutes with regards to

the declaration of Vacancy. After some confusion amongst the Board and present Staff, it was discovered that the meeting to which Commissioner Mustafa was objecting was not the minutes presented, however, the date represented on the minutes was incorrect. It was requested that the date be corrected, and this set of minutes be tabled until the next meeting. Assistant Secretary Bessette offered to set up a date with Commissioner Mustafa to go over this set of minutes in better detail to answer any questions he had regarding his own statements, and offered the audio of the meeting as it aligned with the statements represented in the minutes.

A motion was made by Commissioner Elkins and seconded by President Fuentez to table the 11-27-23 Regular Board Meeting Minutes, as presented.

With no further discussion and upon the roll being called, the following answered:

Ayes: 5 Commissioners Aguilar, Elkins, Khan, Mustafa and President Fuentez

Nays: 0 None Abstain: 0 None

Motion carried.

RESOLUTION #23-24-12-A Resolution providing for and requiring the submission of the proposition to issue \$8,000,000 general obligation park bonds to the voters of the Hanover Park Park District, DuPage and Cook Counties, Illinois, at the general primary election held on March 19<sup>th</sup>, 2024

A motion was made by Commissioner Elkins and seconded by President Fuentez to pass Resolution 23-24-12- A Resolution providing for and requiring the submission of the proposition to issue \$8,000,000 general obligation park bonds to the voters of the Hanover Park Park District, DuPage and Cook Counties, Illinois, at the general primary election held on March 19<sup>th</sup>, 2024, as presented.

With no further discussion and upon the roll being called, the following answered:

Ayes: 5 Commissioners Aguilar, Elkins, Khan, Mustafa and President Fuentez

Nays: 0 None Abstain: 0 None

Motion carried.

# ATHLETIC FIELD AND FACILITY USAGE POLICY

A motion was made by Commissioner Elkins and seconded by President Fuentez, to approve of the Athletic Field and Facility Usage Policy, as presented.

Commissioner Elkins asked if the facilities that could NOT be rented were reflected in the policy, as in example, if someone wanted to rent the mechanical room to shoot a scene for a movie, to his understanding, the Park District did not offer pricing or any sort of policy regarding videography at the park district. Attorney Mraz stated that it could be drawn up at a later date and did not need to be reflected in the Policy as it stood, and as the document was a living document, it could be amended should the need arise.

With no further discussion and upon the roll being called, the following answered:

Ayes: 5 Commissioners Aguilar, Elkins, Khan, Mustafa and President Fuentez

Nays: 0 None Abstain: 0 None

Motion carried.

# 2023 EXEMPLARY VOLUNTEERISM AWARD

Assistant Secretary Bessette was on hand to present the first ever Annual Exemplary Volunteerism Award from the Park District. The award was designed to highlight a volunteer from the community for going above and beyond in their efforts to assist and uplift the Park District through their service. The award was presented to Mrs. Belinda Mustafa for her exceptional work for the Hanover Park Park Foundation and it's charitable efforts for the public.

# **QUESTIONS AND ANSWERS FROM THE COMMISSIONERS**

Commissioner Mustafa wanted to see if Interim Director Bessette would approve of the Park Board of Commissioners continuing to work with the public. After some confusion on the matter, it was clarified that Commissioner Mustafa was asking if Interim Director Bessette would be alright allowing the Board to act as a direct line from the Public to the Staff in the matters of complaint or their desire to see certain things within the Park District, up to and including improvements to parks and potential programming offered by the Park District. Interim Director Bessette stated that that was the point of the Park Board of Commissioners, and as long as the complaints or suggestions went through the proper channels, even from the commissioners, he was fine with it.

#### MATTERS FROM THE PUBLIC

Mrs. Belinda Mustafa was recognized by the Board. She wanted to let the public know of the upcoming Grand Opening of Palooza Pizza, a new restaurant.

Mr. Brajesh Shaw was recognized by the board. He stated that he wanted to discuss the recent GARBA event, stating that he hadn't seen the rental agreement or contract and wanted to know why he had been charged for 7 hours beyond what he believed was agreed to. He stated that he believed it was because of people coming in early to set up or leaving late after cleaning, but he was unsure, and wanted to know why it was \$50 a day. Attorney Mraz stated that the agreement needed to be looked in to, as those prices had just been ratified that evening. Assistant Secretary Bessette asked if he had signed the rental agreement, and Mr. Shaw stated that he had only signed an application. Mrs. Mustafa also reminded Mr. Shaw of another complaint regarding the lights being turned off at 10 pm with people still present in the building. Assistant Secretary Bessette stated he would look into the matter.

# ADJOURNMENT TO EXECUTIVE SESSION

A motion was made by President Fuentez and seconded by Commissioner Elkins to adjourn the 12-18-23 Regular Meeting of the Park District Board of Commissioners into Executive Session under section 2( c )1 of the Open Meetings Act to discuss "the appointment, employment, and or compensation of specific employee(s) or individual(s) to serve as independent contractor(s)" and section 2( c )3 of the Open Meetings Act to discuss "The selection of a person to fill a public office, as defined in the Open Meetings Act, including a vacancy in a public office, when the public body is given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the public body is given power to remove the occupant under law or ordinance" and section 2 (C) 3 of the Open Meetings Act to discuss "The selection of a person to fill a public office, as defined in this Act, including a vacancy in a public office, when the public body is

given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the public body is given power to remove the occupant under law or ordinance." at 8:16 pm.

With no further discussion and upon the roll being called, the following answered:

Ayes: 5 Commissioners Aguilar, Elkins, Khan, Mustafa and President Fuentez

Nays: 0 None Abstain: 0 None

Motion carried.

Respectfully submitted,

Stephen A Bessette

Assistant Board Secretary SB:JQ

For the Month of: 12/2023

CORDORATE		*** Curre	nt Year ***	*** Last \	/ear ***	<u>Total</u>	Budget
CORPORATE		Monthly	<u>YTD</u>	Monthly	<u>YTD</u>	Budget	Balance
REVENU							
10-300.00	DUPAGE COUNTY TAXES	3,615	414,610	2,334	400,313	410,082	-4,528
10-301.00	COOK COUNTY TAXES	103,426	136,431	54,432	56,609	303,613	167,182
10-302.00	CORP REPLACEMENT TAX	4,733	64,103	8,079	78,600	98,920	34,817
10-305.00	INTEREST EARNED	7,492	53,548	2,031	18,504	31,100	-22,448
10-310.00	EQUIPMENT/AUTO SALE	0	0	0	0	0	0
10-330.00	RENTAL FEES	0	560	-450	-150	0	-560
10-357.00	IMPACT FEES	0	0	0	0	0	0
10-398.00	RECOVERY OF COSTS	0	0	0	11,363	396	396
10-399.00	MISCELLANEOUS INCOME	3,810	30,696	3,584	29,803	61,978	31,282
, REVI	ENUE SUB-TOTAL:	123,075	699,949	70,010	595,042	906,089	206,140
TOTAL R	EVENUES:	123,075	699,949	70,010	595,042	906,089	206,140
, , , , , , , , , , , , , , , , , , ,							
EXPENSE		£ 050	45.040	2 107	20.000	<b>50.004</b>	
10-400.00	ADMINISTRATIVE	5,858	45,240	3,427	29,092	72,904	27,664
10-403.00	ASST MGR/CUST RELAT SUPER	1,332	11,310	1,440	12,022	17,313	6,003
10-404.00	SECRETARIAL	1,858	16,640	1,813	16,008	31,216	14,576
10-406.00	ACCOUNTING	3,033	26,289	2,442	31,328	39,608	13,319
10-408.00	MAINTENENCE FULL TIME	12,618	108,621	12,218	107,423	160,698	52,077
10-409.00	MAINTENENCE - PART TIME	124	2,775	30	2,042	2,667	-108
10-412.00	CUSTOMER SERVICE STAFF	1,168	10,563	700	6,853	21,851	11,288
10-415.00	ADMINISTRATIVE PART TIME	2,410	25,187	4,976	28,684	40,260	15,073
10-419.00	HUMAN RESOURCES	1,723	11,829	0	0	10,832	-997
10-427.00	COMPUTER SUPPORT	0	0	0	83	0	0
10-496.00	WEBSITE TECHNICIAN	657	5,466	423	3,580	8,614	3,148
WAG	ES SUB-TOTAL:	30,779	263,920	27,469	237,116	405,963	142,043
10-500.00	CONTRACTUAL	135	1,680	0	18,166	16,775	15,095
10-502.00	TELEPHONE	651	5,114	632	6,001	8,552	3,438
10-504.00	NATURAL GAS	639	3,030	608	3,705	17,500	14,470
10-505.00	WATER & SEWER	356	3,569	198	2,083	11,016	7,447
10-506.00	ELECTRICITY	6,442	35,381	3,153	21,370	63,649	28,268
10-508.00	PRINTING	0	0	747	3,434	9,000	9,000
10-510.00	POSTAGE	28	61	0	118	1,200	1,139
10-512.00	HEALTH INSURANCE	9,568	89,233	10,233	82,690	150,621	61,388
10-514.00	MEMBERSHIP DUES	6,665	14,981	200	7,365	7,857	-7,124
10-516.00	CONFERENCES & WORKSHOPS	1,246	5,214	204	2,255	18,935	13,721
10-518.00	CONTINUING EDUCATION	105	205	70	85	1,800	1,595
10-520.00	BANK CHARGES	0	1	8	12	200	199
10-534.00	MILEAGE	0	84	40	66	250	166
10-552.00	EMPLOYEE INCENT PROGRAM	878	3,406	218	2,003	5,633	2,227
10-590.00	COMPUTER SERVICES	788	12,522	675	10,215	19,712	7,190
10-591.00	PROFESSIONAL SERVICES	2,138	20,350	2,138	17,100	26,513	6,163
10-592.00	LEGAL FEES	12,760	38,151	122	15,966	52,000	13,849
10-593.00	LEGAL ADS	0	1,247	95	4,519	4,500	3,253
10-594.00	PROMOTIONAL ADVERTISING	0	0		4,319	4,300 8,000	
10-599.00	MISC. SERVICES	0	1,028	0			8,000
10-377.00	MIDO, DEICY TOBO		1,020	0	41,255	3,095	2,067
SERV	ICES SUB-TOTAL:	42,398	235,258	19,340	238,408	426,808	191,550
10-600.00	BUILDINGS	0	0	. 0	0	0,	0

For the Month of: 12/2023

CORPORATE		*** Curren	t Year ***	*** Last Y	ear ***	<u>Total</u>	Budget
CORPORATE	-	<b>Monthly</b>	<u>YTD</u>	<b>Monthly</b>	<u>YTD</u>	<u>Budget</u>	<u>Balance</u>
10-605.00	GROUNDS	0	0	0	0	0	0
10-610.00	EQUIPMENT REPAIRS	0	0	0	0	0	. 0
10-612.00	VEHICLE REPAIR	0	0	. 0	0	0	0
REPA	IRS SUB-TOTAL:	0	. 0	0	0	0	0
10-700.00	UNIFORMS	51	1,210	0	1,285	2,895	1,686
10-705.00	OFFICE SUPPLIES	436	3,508	284	3,103	6,106	2,598
10-706.00	COMPUTER SUPPLIES	0	358	31	428	1,100	742
10-710.00	GASOLINE	596	8,460	588	11,094	18,900	10,440
10-711.00	OIL	0	517	121	627	1,100	583
10-715.00	CUSTODIAL SUPPLIES	0	5,401	1,248	7,179	8,367	2,977
10-740.00	MARKETING SUPPLIES	0	2,045	. 0	-115	1,800	-245
10-761.00	SAFETY SUPPLIES	747	5,327	0	4,120	5,500	173
10-765.00	EXPENDABLE EQUIPMENT	0	175	0	0	750	514
10-770.00	TOOLS	131	1,841	0	3,726	4,000	2,159
10-772.00	HARDWARE	0	1,773	79	2,198	2,000	227
10-775.00	GRASS SEED	0	166	. 0	350	1,000	834
10-776.00	FERTILIZER	0	4,618	2,870	4,120	4,500	-118
10-777.00	TURF CHEMICALS	0	3,843	0	2,957	7,700	3,857
10-778.00	LANDSCAPE MATERIALS	485	4,874	304	3,243	7,000	2,126
10-798.00	COSTS TO BE REIMBURSED	1,189	1,784	486	681	100	-12,658
10-799.00	MISC. SUPPLIES	0	248	0	496	500	252
SUPP	LIES SUB-TOTAL:	3,633	46,147	6,010	45,721	73,318	16,147
TOTAL EX	XPENSES:	76,811	545,325	52,819	521,245	906,089	349,740

For the Month of: 12/2023

NON BOND C	CAPITAL FUND	*** Currer	nt Year *** YTD	*** Last Y Monthly	ear *** YTD	<u>Total</u> Budget	Budget Balance
REVEN	TID:	<u> </u>	1112	ivionanty	1110	Duaget	Dalance
15-305.00	INTEREST EARNED	294	3,329	0	0	0	2 220
15-310.00	EQUIPMENT/AUTO SALE	0	997	0	0	0	-3,329 -997
15-356.00	Cambridge Home Donations	0	0	0	0	0	-997 0
15-357.00	IMPACT FEES	0	0	0	0	0	0
15-387.00	GRANTS-DCEO SS IMPRV	0	0	0	0	0	0
15-388.00	GRANTS-OSLAD SS IMPRV	0	0	0	0	0	0
15-395.00	GRANTS/COMED/NICOR	0	0	0	14,765	0	0
15-396.00	GRANT - VILLAGE HP	0	0	0	14,703	0	0
15-398.00	RECOVERY OF COSTS	1,147	1,147	0	0	0	-1,147
15-399.00	MISCELLANEOUS INCOME	0	0	0	0	0	-1,147 0
15-577.00	MISCELLANEOUS INCOME	U	U	U	U	U	U
REV	ENUE SUB-TOTAL:	1,440	5,473	. 0	14,765	. 0	-5,473
TOTAL	REVENUES:	1,440	5,473	0	14,765	0	-5,473
EXPENS	P						
15-500.00	CONTRACTUAL	0	0	0	•		
15-591.00		1.625	1.625	0	0	0	0 720
15-599.00	PROFESSIONAL SERVICES MISC. SERVICES	1,635	1,635	3,250	10,433	12,000	8,730
13-399.00	MISC. SERVICES	0	0	0	0	0	0
SER'	VICES SUB-TOTAL:	1,635	1,635	3,250	10,433	12,000	8,730
15-778.00	LANDSCAPE MATERIALS	0	0	0	0	0	0
15-798.00	COSTS TO BE REIMBURSED	0	Ő	Ô	Õ	ő	0
÷							v
SUP	PLIES SUB-TOTAL:	0	0	0	0		0
15-800.00	VEHICLĖ PURCHASE	0	0	0	. 0	0	0
15-801.00	MAINTENANCE EQUIPMENT	0	0	0	6,330	6,500	6,500
15-808.00	COMPUTER RELATED EXPENSE		13,440	2,594	17,995	50,000	36,560
15-810.00	CAPITAL EQUIPMENT	0	0	0	0	0	0
15-825.00	SS RENOVATIONS	0	0	Ô	ő	ŏ	Ö
15-880.00	UNCOMMITTED PROJECTS	Ô	Ö	Õ	ő	ő	0
15-881.00	CCAC RENOVATIONS	0	Õ	ő	ő	0	0
15-882.00	COMM CENTER RENOVATIONS	Ö	ő	ő	0	Ő	0
	WAL OUR TOTAL		10.440				10.045
CAP	ITAL SUB-TOTAL:	0	13,440	2,594	24,324	56,500	43,060
TOTAL I	EXPENSES:	1,635	15,075	5,844	34,757	68,500	51,790

For the Month of: 12/2023

		*** Curre	nt Year ***	*** Last Y	***	<u>Total</u>	Dudget
RECREATION	I	Monthly	YTD	Monthly	YTD	<u>1 biai</u> Budget	<u>Budget</u> <u>Balance</u>
REVENU	JE		<u></u>	<del></del>			<u> </u>
20-300.00	DUPAGE COUNTY TAXES	4,414	506,338	2,842	487,346	505,651	-687
20-301.00	COOK COUNTY TAXES	126,696	167,127	66,714	69,372	368,897	201,770
20-320.00	PROGRAM REVENUE	22,116	294,142	23,312	188,084	403,273	109,131
20-324.00	SUMMER ENRICHMNT PRG-U46		229,452	0	161,015	200,700	-28,752
20-330.00	RENTAL FEES	11,650	52,202	23,351	45,417	78,000	25,798
20-331.00	FIELD RENTALS	0	27,798	0	23,410	55,000	27,203
20-341.00	ADVERTISING	0	0	0	2,200	0	0
20-345.00	VENDING SALES	0	97	62	398	800	703
20-397.00	DONATIONS	0	36,388	0	0	0	-36,388
20-398.00	RECOVERY OF COSTS	0	0	0	ő	ő	0
20-399.00	MISCELLANEOUS INCOME	0	188	0	ő	ő	-188
,							
REV.	ENUE SUB-TOTAL:	164,876	1,313,731	116,281	977,242	1,612,321	298,590
TOTAL F	REVENUES:	164,876	1,313,731	116,281	977,242	1,612,321	298,590
מעמענעים					٠.		
EXPENS 20-400.00	E ADMINISTRATIVE	11 654	07.961	10 470	105 600	150.025	52.054
20-402.00	RECREATION SUPERVISORS	11,654	97,861	12,479	105,688	150,935	53,074
•		5,491	46,685	5,751	46,242	71,386	24,701
20-403.00	ASST MGR/CUST RELAT SUPER	2,368	20,106	2,561	21,376	30,778	10,672
20-404.00	SECRETARIAL	0	0	0	0	. 0	0
20-406.00	ACCOUNTING	3,033	26,289	3,663	24,311	39,608	13,319
20-408.00	MAINTENENCE FULL TIME	7,249	62,350	6,468	56,858	92,316	29,966
20-409.00	MAINTENENCE - PART TIME	628	14,068	153	10,313	13,534	-534
20-410.00	PROGRAM LEADERS	11,748	211,607	12,046	177,897	273,140	61,533
20-412.00	CUSTOMER SERVICE STAFF	1,296	14,943	3,448	25,239	21,642	6,699
20-419.00	HUMAN RESOURCES	1,672	11,477	0	0	10,832	-645
20-420.00	LIFEGUARDS	0	0	0	Ó	0	. 0
20-427.00	COMPUTER SUPPORT	0	0	0	83	0	0
20-429.00	MARKET/SALES/PUBLIC INFO	1,970	16,822	2,115	17,902	25,841	9,019
20-437.00	COMMISSION	24	589	207	653	2,500	1,911
20-440.00	RECREATION COORDINATORS	5,703	40,432	2,584	24,427	45,955	5,523
WAG	ES SUB-TOTAL:	52,836	563,229	51,474	510,991	778,467	215,238
20-500.00	CONTRACTUAL	47	53,567	10,554	44,944	69,645	16,078
20-502.00	TELEPHONE	1,264	6,907	759	6,651	10,136	3,229
20-504.00	NATURAL GAS	1,937	8,244	1,634	6,310	27,547	19,303
20-506.00	ELECTRICITY	6,582	36,224	3,340	22,158	63,440	27,216
20-508.00	PRINTING	0,302	2,829	747	9,741	16,000	13,171
20-510.00	POSTAGE	0	2,829		9,741	1,200	1,200
20-511.00	BROCHURE POSTAGE	0	2,987	0 0			
20-512.00	HEALTH INSURANCE	15,496	124,137		7,800	13,500	10,513
20-512.00	TRANSPORTATION RENTAL		-	11,184	89,440	202,407	78,270
		0	14,610	0	11,334	22,000	7,390
20-514.00	MEMBERSHIP DUES	237	390	240	1,690	2,172	1,782
20-515.00	VENDING MACHINE LEASE	0	0	0	0	0	. 0
20-516.00	CONFERENCES & WORKSHOPS	80	200	40	1,167	7,635	7,435
20-517.00	SCHOOL RENTALS	0	0	0	0	. 0	0
20-518.00	CONTINUING EDUCATION	0	0	0	0	1,000	1,000
20-520.00	BANK CHARGES	886	8,651	1,130	5,609	15,000	6,349
20-540.00	MARKETING	0	0	0	. 0	0	0
20-552.00	EMPLOYEE INCENT PROGRAM	101	1,191	0	2,291	2,733	1,542
20-590.00	COMPUTER SERVICES	788	12,522	675	10,215	19,712	7,190

For the Month of: 12/2023

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DECDE ATIO		*** Curren	it Year ***	*** Last \	ear ***	<u>Total</u>	Budget
RECREATION	<u>N</u>	<b>Monthly</b>	YTD	<u>Monthly</u>	YTD	Budget	Balance
20-594.00	PROMOTIONAL ADVERTISING	4,395	24,302	909	1,270	23,400	-902
20-599.00	MISC. SERVICES	805	6,363	972	7,447	3,550	-2,813
SER	VICES SUB-TOTAL:	32,617	303,124	32,184	228,065	501,077	197,953
20-600.00	BUILDINGS	0	0	0	0	0	0
20-610.00	EQUIPMENT REPAIRS	0	0	0	0	0	0
20-616.00	OFFICE EQUIPMENT REPAIRS	0	. 0	0	0	Ó	0
20-699.00	MISC. EQUIPMENT REPAIR	0	0	0	0	0	0
REP	AIRS SUB-TOTAL:	0	0	.0	0	<u> </u>	0
20-700.00	UNIFORMS	0	9,732	0	7,552	19,334	9,602
20-705.00	OFFICE SUPPLIES	165	1,824	77	1,404	2,496	672
20-706.00	COMPUTER SUPPLIES	0	1,464	0	822	1,170	-294
20-710.00	GASOLINE	280	3,962	277	5,157	11,472	7,510
20-715.00	CUSTODIAL SUPPLIES	0	3,534	109	3,501	5,080	1,486
20-740.00	MARKETING SUPPLIES	280	2,859	0	13,942	13,940	11,063
20-745.00	VENDING GOODS	0	0	0	0	0	. 0
20-750.00	AWARDS	0	1,511	0	956	2,682	1,171
20-752.00	VOLUNTEER RECOGNITION	0	313	0	28	600	287
20-760.00	PROGRAM SUPPLIES	5,067	40,140	1,180	18,889	26,523	-14,095
20-761.00	SAFETY SUPPLIES	688	6,303	120	959	6,800	1,562
20-762.00	FIELD SUPPLIES	0	2,542	165	3,275	2,600	58
20-765.00	EXPENDABLE EQUIPMENT	0	110	.0	453	600	490
20-786.00	VENDING GOODS & SUPPLIES	0	0	0 ·	0	0	0
20-790.00	SALES TAX	0	0	0	0	0	.0
20-798.00	COSTS TO BE REIMBURSED	0	0	0	0	300	300
20-799.00	MISC. SUPPLIES	0	4,025	14	1,091	2,400	-1,625
SUP	PLIES SUB-TOTAL:	6,479	78,318	1,942	58,030	95,997	18,187
TOTAL	EXPENSES:	91,933	944,671	85,600	797,085	1,375,541	431,379

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		*** Currer	nt Year ***	*** Last Y	ear ***	<u>Total</u>	Budget
SEAFARI SPR	<u>LINGS</u>	Monthly	YTD	Monthly	YTD	<u>Budget</u>	Balance
REVENT	JE		<del></del>	<u></u>		2.00200	<u> </u>
25-320.00	PROGRAM REVENUE	0	0	- 0	0	0	0
25-360.00	SEASON PASSES	0	6,556	0	6,857	8,340	1,784
25-361.00	DAILY FEES	Ō	50,656	0	55,587	35,660	-14,996
25-362.00	INSTRUCTIONAL FEES	0	7,414	0	9,792	15,310	7,896
25-363.00	GROUP ADMISSIONS	0	18,926	Ō	7,615	18,500	-426
25-364.00	SPECIAL EVENTS	0	0	Ô	0	0	0
25-365.00	POOL RENTALS	Ō	Ō	0	0	680	680
25-367.00	CONCESSION SALES	0	33,917	Ö	ŏ	30,000	-3,917
25-368.00	MERCHANDISE- FOR- RESALE	0	411	ő	30	200	-3,517 -211
25-373.00	SWIM TEAM FEES	Ŏ	5,180	ő	5,600	6,300	1,120
25-375.00	BIRTHDAY FEES	0	2,958	. 0	0,000	720	-2,238
25-396.00	. GRANT - VILLAGE HP	568	53,471	. 0	80,334	61,760	8,289
25-398.00	RECOVERY OF COSTS	0	0	0	0	01,700	
25-399.00	MISCELLANEOUS INCOME	0	0	0	0	0	0
25 577.00	MIDCEDEANEOUS INCOME	U	U	U	U	U	0
REV	ENUE SUB-TOTAL:	568	179,489	0	165,814	177,470	-2,019
	•				,	,	-,
TOTAL 1	REVENUES:	568	179,489	0	165,814	177,470	-2,019
						·	
EXPENS							
25-409.00	MAINTENENCE - PART TIME	0	0	0	5,407	8,820	8,820
25-411.00	MANAGER	0	42,662	0	24,046	25,578	-17,084
25-413.00	HEAD GUARDS	0	0	0	0	, 0	, / <b>0</b>
25-420.00	LIFEGUARDS :	0	127,319	0	137,129	124,932	-2,387
25-422.00	INSTRUCTORS	0	835	0	3,324	9,297	8,462
25-424.00	SWIM TEAM COACHES	0	1,574	0	102	3,414	1,840
25-425.00	CASHIERS	0	7,670	0	5,926	8,843	1,173
25-426.00	CONCESSIONAIRES	13	14,148	0	0	8,684	<b>-</b> 5,464
, 221 V	EE SUD TOTAL.	10	104.007		155.004	100.550	4.500
WAC	GES SUB-TOTAL:	13	194,207	0	175,934	189,568	-4,639
25-500.00	CONTRACTUAL	0	0	0	. 0	0	0
25-502.00	TELEPHONE	187	1,651	185	1,734	2,220	569
25-504.00	NATURAL GAS	283	18,101	160	20,002	30,515	12,414
25-505.00	WATER & SEWER	919	64,407	37	86,802	102,039	37,632
25-506.00	ELECTRICITY	1,207	23,660	1,648	14,429	23,102	÷558
25-507.00	SPECIAL EVENTS	0	23,000	. 0	0	23,102	-556
25-510.00	POSTAGE :	0	0	. 0	0	•	
25-510.00	HEALTH INSURANCE	0	0	0	0	0	0
25-512.00	POOL RENTAL	0	0	0	0	7	. ,0
25-520.00	BANK CHARGES	0	-		=	0.00	0
25-552.00	EMPLOYEE INCENT PROGRAM		2,814	0	2,746	3,000	186
25-576.00	EMPLOYEE SAFETY TRAINING	0	317	0	145	250	-67
25-592.00	LEGAL FEES	0	0	0	0 .	0	0
		0	0	0	0	0	0
25-599.00	MISC. SERVICES	0	3,270	0	2,414	4,548	1,278
SER	VICES SUB-TOTAL:	2,596	114,220	2,030	128,272	165,674	51,454
25-602.00	PLUMBING	0	0	0	0	0	. 0
i e		<del></del> .					. •
REPA	AIRS SUB-TOTAL:	0	0	0	0	0	0
25-700.00	UNIFORMS	0	5,652	0	4,924	5,800	148

For the Month of: 12/2023

SEAFARI SPRI	NGS	*** Curre	nt Year ***	*** Last Y	ear ***	Total	Budget
SEAFARI SERI	1105	<u>Monthly</u>	<u>YTD</u>	<u>Monthly</u>	<u>YTD</u>	Budget	Balance
25-705.00	OFFICE SUPPLIES	0	47	0	175	200	153
25-706.00	COMPUTER SUPPLIES	0	372	0	0	172	-200
25-712.00	POOL CHEMICALS	0	33,171	0	29,086	35,906	2,735
25-715.00	CUSTODIAL SUPPLIES	0	2,405	0	430	1,500	-905
25-740.00	MARKETING SUPPLIES	0	0	0	0	0	0
25 <b>-</b> 747.00	MERCHANDISE FOR RESALE	0	147	0	9	140	-7
25-760.00	PROGRAM SUPPLIES	0	1,440	0	366	450	-990
25-761.00	SAFETY SUPPLIES	4,040	4,749	0	1,402	2,680	-2,069
25-764.00	B-DAY PARTY SUPPLIES & FOO	D 0.	1,299	0	. 0	240	-1,059
25-765.00	EXPENDABLE EQUIPMENT	0	0	0	0	0 ·	0
25-785.00	CONCESSION GOODS	0	19,877	0	0	11,000	-8,877
25-790.00	SALES TAX	0	0	0	Ó	. 20	20
25-798.00	COSTS TO BE REIMBURSED	0	0	0	20	Ó	, · 0
25-799.00	MISC. SUPPLIES	0	521	Ö	0	900	379
SUPP	LIES SUB-TOTAL:	4,040	69,681	0	36,412	59,008	-10,673
TOTAL E	XPENSES:	6,649	378,108	2,030	340,619	414,250	36,142

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	,	*** Curre	nt Year ***	*** Last Y	/ear ***	<u>Total</u>	Budget
ATHLETIC CL	<u>.UB</u>	Monthly	YTD	Monthly	YTD	<u>Budget</u>	Balance
REVENU	JE			<del></del>			
35-321.00	MEMBERSHIPS- NON RESIDENT	12,772	165,111	11,285	126,639	151,875	-13,236
35-322.00	MEMBERSHIPS - RESIDENT	3,909	31,805	3,470	30,730	55,625	23,820
35-323.00	MEMBERSHIPS - CORPORATE	435	705	0	545	4,500	3,795
35-325.00	TENNIS COURT TIME	12,863	100,696	15,684	95,652	146,856	46,160
35-326.00	PICKLEBALL COURT TIME	246	692	1,051	10,454	14,400	13,709
35-327.00	RACQUETBALL COURT TIME	106	206	20	105	1,000	794
35-328.00	GUEST FEES	4,477	15,660	3,249	12,338	24,000	8,340
35-330.00	RENTAL FEES	1,503	11,754	1,443	11,544	17,316	5,562
35-332.00	INDOOR TENNIS LESSONS	30,037	250,613	29,100	223,620	422,160	171,547
35-334.00	OUTDOOR TENNIS LESSONS	0	0	0	0	24,000	24,000
35-336.00	PICKLEBALL LESSONS	988	9,364	1,429	11,110	51,120	41,756
35-339.00	TOURNAMENTS- COURT RENTA		19,720	1,320	7,183	8,000	-11,720
35-340.00	FITNESS PROGRAMS	378	2,612	0	7,103	7,025	4,413
35-343.00	PICKLEBALL LEAGUES	3,605	5,814	2,545	27,820	24,000	
35-345.00	VENDING SALES	3,003	42	39	27,820	400	18,186
35-346.00	PRO SHOP- SALES	2,661	4,276	152			358
35-349.00	RACQUET -RESTRINGING	12			1,310	6,210	1,934
35-351.00	NURSERY	8	1,465 300	110	1,495	4,000	2,535
35-351.00	EQUIPMENT RENTAL	133		62	452	900	600
35 <b>-</b> 353.00	TOURNAMENTS - IN HOUSE		896	0	210	1,540	645
35-398.00	RECOVERY OF COSTS	0	0	0	0	. 0	0
		0	0	0	0	0	0
35-399.00	MISCELLANEOUS INCOME	0	1,051	0	604	0	-1,051
REVI	ENUE SUB-TOTAL:	76,789	622,780	70,958	562,087	964,927	342,147
,	SHOD SOD TOTALS.	70,702	022,760	70,550	302,007	JU4,JZ1	342,147
TOTAL R	EVENUES:	76,789	622,780	70,958	562,087	964,927	342,147
		. 0, . 05	022,700	70,500	302,007	J04,J27	542,147
EXPENSI	3			•		,	
35-403.00	ASST MGR/CUST RELAT SUPER	2,226	17,929	0	0	28,094	10,165
35-407.00	DIRECTOR OF RACQUET SPORT		9,000	5,101	39,908	13,000	4,000
35-408.00	MAINTENENCE FULL TIME	4,295	36,938	3,833	33,687	54,706	17,768
35-409.00	MAINTENENCE - PART TIME	535	11,997	130	8,790	11,535	-462
35-410.00	PROGRAM LEADERS	0	0	0	0	0	0
35-411.00	MANAGER	5,279	43,079	2,841	51,481	68,629	25,550
35-412.00	CUSTOMER SERVICE STAFF	8,943	72,262	9,657	73,350	74,830	2,568
35-415.00	ADMINISTRATIVE PART TIME	803	7,380	0	0	13,420	6,040
35-419.00	HUMAN RESOURCES	1,672	11,477	ő	Ŏ	10,832	-645
35-421.00	INSTRUCTOR PRO	8,038	63,302	0	0	10,632	45,243
35-422.00	INSTRUCTORS	9,402	62,034	8,388	41,778	31,360	-30,674
35-427.00	COMPUTER SUPPORT	0,402	02,034	0,366	83	0	-30,074
35-429.00	MARKET/SALES/PUBLIC INFO	1,533		=			=
35-433.00	FITNESS INSTRUCTORS		12,790	1,058	8,951	20,099	7,309
35-434.00	TOURNAMENT HOST COMP	430	3,055	21	21	3,220	165
35-435.00 35-435.00		0	0	0	0	0	0
2 4	NURSERY ATTENDANTS	42	848	191	885	1,950	1,102
35-436.00	RACQUET RESTRINGING	0	0	-0	330	1,500	1,500
35-437.00	COMMISSION	0	0	0	0	1,500	1,500
35-439.00	TENNIS SUPPORT	0	6,393	0	0	750	-5,643
35-442.00	HEAD TENNIS PRO	0	0	0	0	0	Ó
35-443.00	FITNESS CENTER TECHNICIAN	0	0	0	0	0	0
35-498.00	UNEMPLOYMENT	0	0	0	0	. 0	0
WAC	ES SUB-TOTAL:	42.705	250 400	21.010	050.064	440.000	05.404
WAG	EO OUD-TUTAL:	43,785	358,483	31,219	259,264	443,969	85,486

For the Month of: 12/2023

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A TOTAL TITLE OF		*** Curre	ent Year ***	*** Last Y	ear ***	<u>Total</u>	<u>Budget</u>
ATHLETIC CI	<u> </u>	Monthly	YTD	Monthly	YTD	Budget	Balance
35-500.00	CONTRACTUAL	0		0 .	875	2,400	2,400
35-502.00	TELEPHONE	1,840	4,778	414	3,702	5,340	562
35-503.00	CONTRACTUAL TENNIS INST	4,486	29,917	13,254	92,834	79,680	49,763
35-504.00	NATURAL GAS	3,164	15,676	2,738	13,799	63,537	47,861
35-505.00	WATER & SEWER	728	6,152	450	4,549	12,741	6,589
35-506.00	ELECTRICITY	10,228	53,281	4,922	33,562	97,908	44,627
35-508.00	PRINTING	0	1,507	747	3,435	8,750	7,243
35-510.00	POSTAGE	0	0	0	0	990	990
35-512.00	HEALTH INSURANCE	1,592	24,852	4,348	34,439	60,799	35,947
35-514.00	MEMBERSHIP DUES	21	1,538	418	1,192	2,565	1,027
35-516.00	CONFERENCES & WORKSHOPS	0	0	0	0	3,430	3,430
35-520.00	BANK CHARGES	1,973	18,645	2,350	9,722	25,500	6,855
35-552.00	EMPLOYEE INCENT PROGRAM	0	1,612	0	369	2,633	1,021
35-587.00	A.D.A. COMPLIANCE	0	0	0	0	-,	0
35-589.00	CONTRACTUAL TENNIS ADMIN	0	0	2,233	12,775	0	Õ
35-590.00	COMPUTER SERVICES	1,425	13,279	1,312	10,853	19,712	6,433
35-591.00	PROFESSIONAL SERVICES	713	5,700	713	5,700	8,920	3,220
35-594.00	PROMOTIONAL ADVERTISING	0	1,131	0	1,425	20,000	18,870
35-599.00	MISC. SERVICES	1,050	3,350	0	0	2,335	-1,015
	,	-,	-,	_	· ·	,	2,020
SER	VICES SUB-TOTAL:	27,221	181,419	33,897	229,230	417,240	235,821
35-600.00	BUILDINGS	0	0	0	0	0	0
35-610.00	EQUIPMENT REPAIRS	0	0	Ö	0	: 0	0
55 010.00	EQUI MEM REFINITO	Ū	V	U	U	U	U
REPA	AIRS SUB-TOTAL:	0	0	0	0	.0	0
35-700.00	ÚNIFORMS	0	1,360	0	0	1,350	-10
35-705.00	OFFICE SUPPLIES	165	732	213	1,890	2,826	2,094
35-706.00	COMPUTER SUPPLIES	0	0	0	185	355	355
35-713.00	PAINT	0	0	Ŏ	0	0	0
35-714.00	WHIRLPOOL SUPPLIES	0	299	0	Ö	2,150	1,851
35-715.00	CUSTODIAL SUPPLIES	435	4,113	0	2,420	3,116	-997
35-716.00	LAUNDRY SUPPLIES	0	0	0	0	· - 0	0
35-745.00	VENDING GOODS	0	0	0	0	Ö	0
35-746.00	PRO SHOP SUPPLIES	274	2,154	180	3,625	5,160	3,006
35-750.00	AWARDS	0	0	0	960	250	250
35-760.00	PROGRAM SUPPLIES	1,048	8,654	1,260	5,193	15,000	6,346
35-761.00	SAFETY SUPPLIES	227	2,771	0	75	5,500	2,729
35-763.00	RESTRINGING SUPPLIES	0	0	0	439	2,000	2,000
35-765.00	EXPENDABLE EQUIPMENT	0	1,286	0	358	7,550	6,264
35-790.00	SALES TAX	0	0	Ö	0	900	900
35-799.00	MISC. SUPPLIES	0	0	Ö	0	500	500
SUPF	PLIES SUB-TOTAL:	2,149	21,370	1,653	15,145	46,657	25,287
TOTAL E	EXPENSES:	73,155	561,271	66,769	503,639	907,866	346,595

For the Month of: 12/2023

MUSEUM		*** Current	t Year ***	*** Last Y	ear ***	Total	Budget
MOSEOWI	•	<b>Monthly</b>	YTD	<b>Monthly</b>	YTD	Budget	Balance
REVEN	UE .			•			
36-300.00	DUPAGE COUNTY TAXES	149	17,123	166	28,427	17,282	159
36-301.00	COOK COUNTY TAXES	4,324	5,704	3,723	3,966	12,328	6,624
36-399.00	MISCELLANEOUS INCOME	0	0	0	0	0	0
REV	VENUE SUB-TOTAL:	4,474	22,827	3,889	32,393	29,610	6,783
TOTAL	REVENUES:	4,474	22,827	3,889	32,393	29,610	6,783
		1, 17 1	22,027	3,007	32,373	27,010	0,703
EXPENS	SE					· · · ·	-
36-400.00	ADMINISTRATIVE	0	355	710	6,022	0	-355
36-402.00	RECREATION SUPERVISORS	1,538	13,073	1,538	11,182	19,994	6,921
36-403.00	ASST MGR/CUST RELAT SUPER	0	0	0	0	. 0	0
36-409.00	MAINTENENCE - PART TIME	1,012	22,693	247	16,642	21,803	-890
36-429.00	MARKET/SALES/PUBLIC INFO	219	2,069	635	5,370	2,871	802
WA	GES SUB-TOTAL:	2,769	38,190	3,129	39,216	44,668	6,478
36-500.00	CONTRACTUAL	0	0	0	. 0	0	0
36-502.00	TELEPHONE	0	0	0	Ō	0	0
36-506.00	ELECTRICITY	0	0	0	0 ,	0	0
36-512.00	HEALTH-INSURANCE	1,046	8,264	724	5,810	13,663	5,399
36-516.00	CONFERENCES & WORKSHOPS	0	0	0	0	- 0	0
36-599.00	MISC. SERVICES	0	0	0	0	0	. 0
SER	VICES SUB-TOTAL:	1,046	8,264	724	5,810	13,663	5,399
36-760.00	PROGRAM SUPPLIES	0	0	0	0	0	.0
36-799.00	MISC. SUPPLIES	0	0	0	0	0	0
SUP	PLIES SUB-TOTAL:	0	0	0	0	. 0	0
TOTAL	EXPENSES:	3,815	46,454	3,854	45,026	58,331	11,877

For the Month of: 12/2023

AUDIT		*** Current Year ***		*** Last Year ***		<u>Total</u>	Budget
REVENU	JE	<u>Monthly</u>	<u>YTD</u>	<u>Monthly</u>	YTD	Budget	Balance
40-300.00	DUPAGE COUNTY TAXES	85	9,784	53	9,151	9,546	-238
40-301.00	COOK COUNTY TAXES	2,317	3,056	1,262	1,313	7,005	3,949
. REV	ENUE SUB-TOTAL:	2,402	12,840	1,315	10,464	16,551	3,711
TOTAL R	REVENUES:	2,402	12,840	1,315	10,464	16,551	3,711
EXPENSI	3						
40-560.00	AUDIT EXPENSE	0	1,600	3,000	13,000	21,250	19,650
SERV	VICES SUB-TOTAL:	0	1,600	3,000	13,000	21,250	19,650
TOTAL E	XPENSES:	0	1,600	3,000	13,000	21,250	19,650

For the Month of: 12/2023

<u>FICA</u>		*** Current Year ***		*** Last Year ***		<u>Total</u>	Budget
REVEN	UE .	<u>Monthly</u>	<u>YTD</u>	<u>Monthly</u>	YTD	<u>Budget</u>	<u>Balance</u>
41-300.00	DUPAGE COUNTY TAXES	821	94,174	367	62,890	93,997	-177
41-301.00	COOK COUNTY TAXES	23,373	30,831	8,629	8,825	67,503	36,672
REV	'ENUE SUB-TOTAL:	24,194	125,005	8,996	71,715	161,500	36,495
TOTAL	REVENUES:	24,194	125,005	8,996	71,715	161,500	36,495
EXPENS	BE						
41-563.00	FICA EXPENSE	10,487	112,771	9,071	97,776	161,500	48,729
SER	VICES SUB-TOTAL:	10,487	112,771	9,071	97,776	161,500	48,729
TOTAL	EXPENSES:	10,487	112,771	9,071	97,776	161,500	48,729

For the Month of: 12/2023

<u>IMRF</u>		*** Curren Monthly	t Year *** <u>YTD</u>	*** Last Y <u>Monthly</u>	ear *** <u>YTD</u>	<u>Total</u> <u>Budget</u>	Budget Balance
REVEN	UE	<del></del>					<u> </u>
42-300.00	DUPAGE COUNTY TAXES	839	96,212	543	93,069	96,257	45
42-301.00	COOK COUNTY TAXES	24,145	31,850	12,975	13,266	70,308	38,458
REV	/ENUE SUB-TOTAL:	24,984	128,062	13,518	106,335	166,565	38,503
TOTAL	REVENUES:	24,984	128,062	13,518	106,335	166,565	38,503
EXPENS	SE			•			
42-566.00	IMRF EXPENSE	10,563	90,471	11,364	99,981	144,260	53,789
SER	VICES SUB-TOTAL:	10,563	90,471	11,364	99,981	144,260	53,789
TOTAL	EXPENSES:	10,563	90,471	11,364	99,981	144,260	53,789

For the Month of: 12/2023

LIABILITY		*** Curre	nt Year ***	*** Last Y	ear ***	<u>Total</u>	Budget
<u>MADILIT I</u>		<u>Monthly</u>	<u>YTD</u>	<b>Monthly</b>	$\underline{\text{YTD}}$	<u>Budget</u>	<u>Balance</u>
REVEN	TUE .						
43-300.00	DUPAGE COUNTY TAXES	862	98,862	574	98,521	98,942	80
43-301.00	COOK COUNTY TAXES	24,763	32,665	13,403	13,936	71,686	39,021
43-303.00	PDRMA RECOVERY	0	500	1,500	1,500	1,500	1,000
43-378.00	AQUATIC AUDIT REIMBURSE	MEN 0	1,800	0	0	3,000	1,200
43-398.00	RECOVERY OF COSTS	0	0	0	0	0	0
RE	VENUE SUB-TOTAL:	25,624	133,827	15,477	113,957	175,128	41,301
TOTAL	REVENUES:	25,624	133,827	15,477	113,957	175,128	41,301
EXPEN	SE						
43-400.00	ADMINISTRATIVE	845	6,357	1,037	8,800	14,456	8,099
43-414.00	, RISK MANAGEMENT (FULL T	IME) 2,686	23,022	1,438	12,646	34,191	11,169
43-416.00	RISK MANAGEMENT (PART T		4,439	48	3,250	4,267	-172
. WA	GES SUB-TOTAL:	3,729	33,817	2,523	24,697	52,914	19,097
43-501.00	PROPERTY INSURANCE	0	13,187	0	15,318	26,712	13,525
43-512.00	HEALTH INSURANCE	1,982	15,279	1,272	10,026	25,885	10,606
43-552.00	EMPLOYEE INCENT PROGRAM	∧į 0	240	0	361	2,800	2,560
43-570.00	LIABILITY INSURANCE	0	5,993	0	5,659	9,774	3,781
43-571.00	WORKERS COMPENSATION	0	13,505	0	9,462	27,348	13,843
43-572.00	UNEMPLOYMENT INS PREMIL	JMS 0	0	0	3,130	8,000	8,000
43-573.00	APPRAISAL	0	0	0	0	0	0
43-574.00	EMPLOYMENT PRACTICES	0	1,167	,0	1,966	4,725	3,558
43-575.00	HAZARDOUS WASTE DISPOSA	AL 0	0	0	Ó	1,500	1,500
43-576.00	EMPLOYEE SAFETY TRAINING	G 270	3,956	0	5,448	13,852	9,896
43-577.00	LIFE SAFETY SERVICES	537	11,943	3,326	10,670	31,280	19,737
43-578.00	PRE-PLACEMENT PHYSICALS	0	1,035	0	0	300	-735
43-579.00	BACKGROUND & TESTING	120	1,723	70	1,520	2,490	767
43-583.00	POLLUTION LIABILITY	0	292	0	345	592	300
43-591.00	PROFESSIONAL SERVICES	0	0	0	0	. 0	. 0
43-592.00	LEGAL FEES	0	0	0	. 0	Ó	0
43-599.00	MISC. SERVICES	350	350	0	573	4,214	3,864
SER	RVICES SUB-TOTAL:	3,258	68,670	4,668	64,476	159,472	91,202
43-600.00	BUILDINGS	1,000	2,000	0	0	. 0	-2,000
43-608.00	VEHICLE DAMAGE REPAIR	0	0	.0	1,000	. 0	0
REF	PAIRS SUB-TOTAL:	1,000	2,000	0	1,000	0	-2,000
43-761.00	SAFETY SUPPLIES	0	. 0	0	Λ	0	0
43-768.00	SAFETY SIGNAGE	0	0	0	. 0	0	0
SUP	PPLIES SUB-TOTAL:	0	0	0	0	0	. 0
TOTAL	EXPENSES:	7,987	104,487	7,192	90,173	212,386	108,299
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For the Month of: 12/2023

PAVING & LIC	GHTING	*** Curre	nt Year ***	*** Last Y	ear ***	<u>Total</u>	- Budget
THY II YOU CE LIN	<u> </u>	<b>Monthly</b>	<u>YTD</u>	<u>Monthly</u>	<u>YTD</u>	<u>Budget</u>	<u>Balance</u>
REVENU							
44-300.00	DUPAGE COUNTY TAXES	167	19,161	110	18,886	20,670	1,509
44-301.00	COOK COUNTY TAXES	4,736	6,248	2,390	2,486	13,954	7,706
REV	ENUE SUB-TOTAL:	4,903	25,409	2,500	21,372	34,624	9,215
TOTAL F	REVENUES:	4,903	25,409	2,500	21,372	34,624	9,215
EXPENS	Е.						
44-400.00	ADMINISTRATIVE	307	2,241	237	2,007	3,353	1,112
WAC	GES SUB-TOTAL:	307	2,241	237	2,007	3,353	1,112
44-500.00	CONTRACTUAL	0	80,700	0	0	90,800	10,100
44-512.00	HEALTH INSURANCE	95	820	84	672	1,240	420
SERV	VICES SUB-TOTAL:	95	81,520	. 84	672	92,040	10,520
44-620.00	PAVING & LIGHTING REPAIRS	0	0	0	0	0	0
REPA	AIRS SUB-TOTAL:	0	0	0	0	0	0
44-760.00	PROGRAM SUPPLIES	2,750	15,881	0	1,120	24,005	599
SUPF	PLIES SUB-TOTAL:	2,750	15,881	. 0	1,120	24,005	599
TOTAL E	EXPENSES:	3,152	99,643	321	3,799	119,398	12,230

For the Month of: 12/2023

POLICE		*** Current Year ***		*** Last Year ***		Total	Budget
POLICE		Monthly	<u>YTD</u>	<b>Monthly</b>	<u>YTD</u>	Budget	Balance
REVEN	JE						
45-300.00	DUPAGE COUNTY TAXES	371	42,603	245	42,056	42,877	274
45-301.00	COOK COUNTY TAXES	10,657	14,057	5,640	5,865	30,602	16,545
REV	ZENUE SUB-TOTAL:	11,028	56,660	5,885	47,921	73,479	16,819
TOTAL	REVENUES: —	11,028	56,660	5,885	47,921	73,479	16,819
EXPENS	SE						
45-400.00	ADMINISTRATIVE	1,996	14,213	828	7,026	21,792	7,579
45-417.00	<b>BUILDING &amp; PARK SECURITY</b>	4,167	23,972	3,828	25,346	50,763	26,791
45-418.00	EVENT STAFF	651	4,360	0	5,548	7,950	3,590
WAG	GES SUB-TOTAL:	6,814	42,545	4,656	37,919	80,505	37,960
45-502.00	TELEPHONE	150	772	80	969	1,800	. 1,028
45-512.00	HEALTH INSURANCE	617	4,375	295	2,352	8,060	3,685
45-516.00	CONFERENCES & WORKSHOPS	0	0	0	0	100	100
45-599.00	MISC. SERVICES	0	211	0	0	200	-11
SER	VICES SUB-TOTAL:	767	5,359	375	3,321	10,160	4,801
45-612.00	VEHICLE REPAIR	0	0	0	. 0	. 0	0
REP.	AIRS SUB-TOTAL:	0	0	0	0	0 -	0
45-700.00	UNIFORMS	0	594	0	0	1,125	531
45-710.00	GASOLINE	618	5,590	489	7,361	9,400	3,810
45-760.00	PROGRAM SUPPLIES	0	31	0	0	500	469
45-765.00	EXPENDABLE EQUIPMENT	0	0	. 0	· o	100	. 100
SUP	PLIES SUB-TOTAL:	618	6,216	489	7,361	11,125	4,909
TOTAL I	EXPENSES:	8,199	54,119	5,520	48,601	101,790	47,671

For the Month of: 12/2023

SPECIAL RE	CREATION	*** Curren <u>Monthly</u>	t Year *** <u>YTD</u>	*** Last Year ***  Monthly YTD		<u>Total</u> <u>Budget</u>	Budget
REVEN	TIE.	<u>ivioniny</u>	<u>11D</u>	iviolitiity	1112	Duugei	<u>Balance</u>
46-300.00	DUPAGE COUNTY TAXES	1,343	154,103	864	148,170	157,837	3,734
46-301.00	COOK COUNTY TAXES	38,508	50,797	20,312	21,113	115,202	64,405
RE	VENUE SUB-TOTAL:	39,852	204,900	21,176	169,284	273,039	68,139
TOTAL	REVENUES:	39,852	204,900	21,176	169,284	273,039	68,139
EXPEN	SE						
46-409.00	MAINTENENCE - PART TIME	597	13,380	145	9,805	12,868	-512
WA	GES SUB-TOTAL:	597	13,380	145	9,805	12,868	-512
46-500.00	CONTRACTUAL	0	0	0	620		0
46-504.00	NATURAL GAS	253	1,201	241	1,046	4,948	3,747
46-505.00	WATER & SEWER	182	1,538	112	1,138	3,187	1,649
46-586.00	NWSRA	0	152,188	0	122,668	184,652	32,464
46-587.00	A.D.A. COMPLIANCE	0	16,505	0	4,115	158,230	141,725
46-599.00	MISC. SERVICES	0	0	0	0	0	0
SER	RVICES SUB-TOTAL:	435	171,432	354	129,587	351,017	179,585
TOTAL	EXPENSES:	1,032	184,812	499	139,392	363,885	179,073

For the Month of: 12/2023

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BOND & INTEREST II		*** Curre	nt Year ***	*** Last Year ***		Total	Budget
DOND & IN	HEREST II	<u>Monthly</u>	<u>YTD</u>	<b>Monthly</b>	YTD	Budget	Balance
REVE	NUE	•			-		
52-300.00	DUPAGE COUNTY TAXES	5,104	585,428	3,255	558,219	582,163	-3,265
52-301.00	COOK COUNTY TAXES	151,870	200,335	79,486	82,526	440,986	240,651
52-305.00	INTEREST EARNED	0	0	. 0	0	0	0
52-381.00	2021 BOND PROCEEDS	0	0	0	0	0	0
52-383.00	2022B BOND PROCEEDS	0	0	0	627,483	0	0
52-386.00	2020B BOND PROCEEDS	0	0	0	0	0	0
52-390.00	2019B BOND PROCEEDS	0	0	0	0	0	0
52-392.00	2023 BOND PROCEEDS	0	531,426	0	0	531,426	. 1
RI	EVENUE SUB-TOTAL:	156,974	1,317,188	82,741	1,268,228	1,554,575	237,387
ATOT?	L REVENUES:	156,974	1,317,188	82,741	1,268,228	1,554,575	237,387
EXPE	NSĖ						
52-561.00	PRINCIPAL PAYMENTS	1,321,265	1,321,265	1,420,595	1,420,595	1,321,265	0
52-562.00	INTEREST PAYMENTS	201,465	209,231	149,239	158,388	209,231	0
52-591.00	PROFESSIONAL SERVICES	0	0	0	0	3,850	3,850
52-595.00	BOND ISSUANCE COSTS	6,000	10,000	4,700	10,000	10,110	110
52-599.00	MISC. SERVICES	0	0	0	3,200	2,650	2,650
SE	RVICES SUB-TOTAL:	1,528,730	1,540,496	1,574,534	1,592,183	1,547,106	6,610
52-911.00	INTEREST TRANSFER TO CO	PRP 0	0	0	0	0	0
<b>T</b> F	RANSFERS SUB-TOTAL:	0	0	,0	0	· 0	0
TOTA	L EXPENSES:	1,528,730	1,540,496	1,574,534	1,592,183	1,547,106	6,610

For the Month of: 12/2023

CADITAI DDO	JECTS FUND 19	*** Curren	it Year ***	*** Last Y	ear ***	<u>Total</u>	Budget
CAPITALINO	SECTS FOND 19	<u>Monthly</u>	<u>YTD</u>	<b>Monthly</b>	<u>YTD</u>	<u>Budget</u>	<u>Balance</u>
REVENU	Œ						
19-305.00	INTEREST EARNED	2,383	23,233	2,103	14,095	0	-23,233
19-379.00	GRANT - IDNR	0	0	0	0	159,850	159,850
19-390.00	2019B BOND PROCEEDS	0	0	0	0	0	. 0
19-391.00	INSURANCE PROCEEDS	0	3,538	0	0	0	-3,538
REV	ENUE SUB-TOTAL:	2,383	26,771	2,103	14,095	159,850	133,079
TOTAL R	REVENUES:	2,383	26,771	2,103	14,095	159,850	133,079
EXPENSI	E					•	
19-520,00	BANK CHARGES	0	0	0	0	0	. 0
19-595.00	BOND ISSUANCE COSTS	. 0	0	0	0	0	0
SERV	/ICES SUB-TOTAL:	0	0	0	. 0	0	0
19-600.00	BUILDINGS	0	0	0	0	0	0
REPA	AIRS SUB-TOTAL:	0	0	0	0	0	0
19-800.00	VEHICLE PURCHASE	0	0	2,778	2,778	0	0
19-801.00	MAINTENANCE EQUIPMENT	0	0	0	0	Q	0
19-802.00	PLAYGROUND IMPROVEMENTS		2,825	0	2,000	0	-2,825
19-803.00	PARK IMPROVEMENTS	3,499	328,131	0	30,733	634,453	-31,873
19-811.00	RECREATION EQUIPMENT	0	0	0	6,715	0	0
19-812.00	FITNESS EQUIPMENT	0	0	1,989	7,249	Ó.	0
19-821.00	PÁVING PROJECTS	0	14,577	0	293,364	0	0
19-825.00	SS RENOVATIONS	0	0	0	2,029	0	. 0
19-835.00	DOME REPLACEMENT	0	0	0	0	0	0
19-836.00	DEMOLITION/ABATEMENT	0	0	0	43,170	3,680	3,680
19-837.00	CC ELECTRICAL	0	50,565	0	3,450	41,023	29,320
19-851.00	HVAC	0	0	0	0	0	0
19-855.00	AHLSTRAND RENOVATIONS	0	0	0	0	6,591	6,591
19-880.00	UNCOMMITTED PROJECTS	0	0	0	0	30,791	30,791
19-881.00	CCAC RENOVATIONS	0	0	0	7,657	0	0
19-882.00	COMM CENTER RENOVATIONS	0	2,068	0	29,308	144,818	142,750
CAPI	TAL SUB-TOTAL:	3,499	398,166	4,767	428,453	861,356	178,434
TOTAL E	XPENSES:	3,499	398,166	4,767	428,453	861,356	178,434

For the Month of: 12/2023

CAPITAL PROJECTS FUND 22		*** Current Year *** Monthly YTD		*** Last Year *** Monthly YTD		<u>Total</u> Budget	Budget Balance
REVENUE		<u>teronuny</u>	110	Monding	110	Dudget	Datatice
22-305.00	E INTEREST EARNED	11,979	98,590	0.712	26 164	0	08.500
22-303.00	GRANT - IDNR	11,979	300,000	8,712	36,164 0	600,000	-98,590
22-380.00	2022 BOND PROCEEDS	0	•	0	•	600,000	300,000
22-398.00	RECOVERY OF COSTS	0	0 0	0	2,550,000 0	0	0
22-398.00	RECOVERT OF COSTS	U	U	U	U	U	U
REVENUE SUB-TOTAL:		11,979	398,590	8,712	2,586,164	600,000	201,410
TOTAL REVENUES:		11,979	398,590	8,712	2,586,164	600,000	201,410
EXPENSE							•
22-520.00	BANK CHARGES	0	0	0	0	. 0	0
22-595.00	BOND ISSUANCE COSTS	Ö	0	Ö	46,000	0	ő
•	_		-	_	,	Ψ.	v
SERV	ICES SUB-TOTAL:	0	0	0	46,000	0	0
22-800.00	VEHICLE PURCHASE	0	0	0	0	55,000	55,000
22-801.00	MAINTENANCE EQUIPMENT	0	Õ	Ö	ő	25,000	25,000
22-802.00	PLAYGROUND IMPROVEMENT	rs o	0	0	Ô	0	0
22-808.00 COMPUTER RELATED EXPENSI			17,200	0	0	22,000	-700
22-812.00	FITNESS EQUIPMENT	0	389	Ö	0	7,000	6,611
22-820.00	DIST WIDE IMPROVEMENTS	0	0	0	0	100,000	100,000
22-825.00	SS RENOVATIONS	0	21,035	0	0	125,000	103,965
22-860.00	DISCOVERY PARK	51,175	56,359	0	18,699	1,180,901	1,124,542
22-862.00	ANNE FOX PARK	0	0	0	0	400,000	400,000
22-863.00	HARBORS PARK EAST	Ō	0	0	- 0	200,000	200,000
22-866.00	HIDDEN POND PARK	0	0	0	Ö	150,000	150,000
22-867.00	HOLLYWOOD PARK	0	0	0	0	225,000	225,000
22-874.00	RANGER PARK	0	0	0	0	300,000	300,000
22-880.00	UNCOMMITTED PROJECTS	0	0	0	0	237,000	237,000
22-881.00	CCAC RENOVATIONS	0	43,714	0	0	38,000	-4,814
22-882.00	COMM CENTER RENOVATION	S 0	32,746	0	0 -	90,000	57,254
22-884.00	MAINTENANCE GARAGE RENG		0	0	0	50,000	50,000
CAPITAL SUB-TOTAL:		51,175	171,443	0	18,699	3,204,901	3,028,858
TOTAL EXPENSES:		51,175	171,443	0	64,699	3,204,901	3,028,858

## STATEMENT OF CASH RECEIPTS & CASH DISBURSEMENTS

For the Month of: 12/2023

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CADITAL EIDI	D 02	*** Currer	ıt Year ***	*** Last Ye	ar ***	Total	Budget
CAPITAL FUN	<u>D 23</u>	<u>Monthly</u>	YTD	<b>Monthly</b>	YTD	Budget	Balance
REVENU	E		•	•			
23-305.00	INTEREST EARNED	881	881	0	0	0	-881
23-392.00	2023 BOND PROCEEDS	0	293,575	0	0	293,575	ĺ
23-398.00	RECOVERY OF COSTS	0	0	0	0	0	0
REVI	ENUE SUB-TOTAL:	881	294,456		0	293,575	-881
TOTAL R	EVENUES: -	881	294,456		0	293,575	-881
			•			•	
EXPENSE	3		•				
23-520.00	BANK CHARGES	0	0	0	0	0	0
23-595.00	BOND ISSUANCE COSTS	700	5,200	0	0	5,200	0
SERVICES SUB-TOTAL:		700	5,200	0	0	5,200	0
23-600.00	BUILDINGS	13,191	17,479	0	0	52,000	32,905
23-605.00	GROUNDS	1,647	8,147	0	0	38,000	29,807
23-610.00	EQUIPMENT REPAIRS	917	1,166	0	Ó	12,000	10,834
23-612.00	VEHICLE REPAIR	1,462	7,114	0	0	15,000	7,886
23-616.00	OFFICE EQUIPMENT REPAIRS	0	0	0	0	15,000	15,000
23-625.00	AQUATIC REPAIRS	1,541	6,602	0	0	17,000	10,398
23-635.00	ATHLETIC CLUB REPAIRS	0	0	0	0	0	0
23-651.00	HVAC REPAIRS	320	1,211	0	0	7,000	5,789
REPA	IRS SUB-TOTAL:	19,078	41,720	0	0	156,000	112,618
23-808.00	COMPUTER RELATED EXPENSI	ES 0	0	0	0	30,000	30,000
23-880.00	UNCOMMITTED PROJECTS	0	0	0	0	100,000	100,000
CAPI	TAL SUB-TOTAL:	0	0	0	0	130,000	130,000
TOTALE	XPENSES:	19,778	46,920	0	0	291,200	242,618

### STATEMENT OF CASH RECEIPTS & CASH DISBURSEMENTS

For the Month of: 12/2023

PAGE 21

CAPITAL PROJECTS FUNDS 2R		*** Curre	nt Year ***	*** Last Y	ear ***	Total	Budget
CAPITAL PRO	DIECTS FUNDS ZR	Monthly	YTD	<b>Monthly</b>	YTD	Budget	Balance
REVEN	JE	•					
2R-305.00	INTEREST EARNED	0	730	687	1,230	0	-730
2R-383.00	2022B BOND PROCEEDS	0	0	0	197,517	0	0
REV	ENUE SUB-TOTAL:	0	730	687	198,747		-730
TOTAL	REVENUES:	0	730	687	198,747		-730
EXPENS	JE		•				
2R-595.00	BOND ISSUANCE COSTS	0	0	2,000	2,000	0	. 0
SERVICES SUB-TOTAL:		0	0	2,000	2,000	. 0	0
2R-600,00	BUILDINGS	0	23,475	2,500	2,500	37,301	0
2R-605.00	GROUNDS	0	23,068	0	0	22,880	-188
2R-610.00	EQUIPMENT REPAIRS	0	12,167	167	167	12,162	-5
2R-612.00	VEHICLE REPAIR	0	13,830	12	12	13,862	-29
2R-616.00	OFFICE EQUIPMENT REPAIRS	801	9,530	0	. 0	13,000	3,470
2R-625.00	AQUATIC REPAIRS	0	17,273	0	0	17,273	0
2R-635.00	ATHLETIC CLUB REPAIRS	0	0	248	248	0	0
2R-651.00	HVAC REPAIRS	0	0	3,643	3,643	0	0
REP	AIRS SUB-TOTAL:	801	99,344	6,569	6,569	116,478	3,247
2R-808.00	COMPUTER RELATED EXPENSE	ES 1,876	22,004	. 0	0	23,695	1,691
2R-880.00	UNCOMMITTED PROJECTS	0	0	. 0	0	0	0
CAP	ITAL SUB-TOTAL:	1,876	22,004	0	0	23,695	1,691
TOTAL	EXPENSES:	2,677	121,348	8,569	8,569	140,173	4,938

## HANOVER PARK PARK DISTRICT STATEMENT OF CASH RECEIPTS & CASH DISBURSEMENTS For the Month of: 12/2023

•	*** CURRENT MONTHLY	YEAR *** Y. T. D.	*** LAST MONTHLY	YEAR *** Y. T. D.	TOTAL BUDGET	BUDGET BALANCE
REVENUE TOTALS CORPORATE	123,075	699,949	70,010	595,042	906,089	206,140
REVENUE TOTALS NON BOND CAPITAL FUND	1,440	5,473	0	14,765	0	-5,473
REVENUE TOTALS CAPITAL PROJECTS FUND 17	0	0	0	0	0	0
REVENUE TOTALS CAPITAL PROJECTS FUND 18	0	0	0	0	0	0
REVENUE TOTALS CAPITAL PROJECTS FUND 19	2,383	26,771	2,103	14,095	159,850	133,079
REVENUE TOTALS RECREATION	·164,876	1,313,731	116,281	977,242	1,612,321	298,590
REVENUE TOTALS CAPITAL PROJECTS FUND 21	0	0	0	2,992	0	0
REVENUE TOTALS CAPITAL PROJECTS FUND 22	11,979	398,590	8,712	2,586,164	600,000	201,410
REVENUE TOTALS CAPITAL FUND 23	881	294,456	0	. 0	293,575	-881
REVENUE TOTALS SEAFARI SPRINGS	568	179,489	0	165,814	177,470	-2,019
REVENUE TOTALS CAPITAL PROJECTS FUND 2A	0	0	0	. 0	0	0
REVENUE TOTALS CAPITAL PROJECTS FUND 2C	0	0	773	3,571	0	0
REVENUE TOTALS CAPITAL PROJECTS FUNDS 2R	0	730	687	198,747	0	-730
REVENUE TOTALS ATHLETIC CLUB	76,789	622,780	70,958	562,087	964,927	342,147
REVENUE TOTALS MUSEUM	4,474	22,827	3,889	32,393	29,610	6,783
REVENUE TOTALS AUDIT	2,402	12,840	1,315	10,464	16,551	3,711
REVENUE TOTALS FICA	24,194	125,005	8,996	71,715	161,500	36,495
REVENUE TOTALS IMRF	24,984	128,062	13,518	106,335	166,565	38,503
REVENUE TOTALS LIABILITY	25,624	133,827	15,477	113,957	175,128	41,301
REVENUE TOTALS PAVING & LIGHTING	4,903	25,409	2,500	21,372	· 34,624	9,215
REVENUE TOTALS POLICE	11,028	56,660	5,885	47,921	73,479	16,819
REVENUE TOTALS SPECIAL RECREATION	39,852	204,900	21,176	169,284	273,039	68,139
REVENUE TOTALS BOND & INTEREST II	156,974	1,317,188	82,741	1,268,228	1,554,575	237,387
REVENUE TOTALS CAPITAL PROJECTS FUND 9A	0	0	0	. 0	0	0
REVENUE TOTALS CAPITAL PROJECTS FUND 9C	0	0	0	0	0	. 0
REVENUE TOTALS SEAFARI SPRINGS	0	0	0	0	0	. 0
GRAND TOTALS OPERATING REVENUES ***	676,427	5,568,688	425,020	6,962,186	7,199,303	1,630,615

## HANOVER PARK PARK DISTRICT STATEMENT OF CASH RECEIPTS & CASH DISBURSEMENTS For the Month of: 12/2023

	*** CURRENT	Γ YEAR *** Y. T. D.	*** LAST MONTHLY	YEAR *** Y. T. D.	TOTAL BUDGET	BUDGET BALANCE
	0	0	0	0	0	0
EXPENSE TOTALS CORPORATE	76,811	545,325	52,819	521,245	906,089	360,764
	0	0	0	0	0	0
	0	0	0	0	0	0
EXPENSE TOTALS NON BOND CAPITAL FUND	1,635	15,075	5,844	34,757	68,500	53,425
	0	0	0	. 0	0	0
EXPENSE TOTALS CAPITAL PROJECTS FUND 17	. 0	0	0	0	0	0
EXPENSE TOTALS CAPITAL PROJECTS FUND 18	0	0	0	0	0	0
EXPENSE TOTALS CAPITAL PROJECTS FUND 19	3,499	398,166	4,767	428,453	861,356	463,190
	0	0	0	<b>0</b>	Ö	. 0
EXPENSE TOTALS RECREATION	91,933	944,671	85,600	797,085	1,375,541	430,870
EXPENSE TOTALS CAPITAL PROJECTS FUND 21	0	0	3,704	122,581	0	0
EXPENSE TOTALS CAPITAL PROJECTS FUND 22	51,175	171,443	0	64,699	3,204,901	3,033,458
EXPENSE TOTALS CAPITAL FUND 23	19,778	46,920	0	0	291,200	244,280
EXPENSE TOTALS SEAFARI SPRINGS	6,649	378,108	2,030	340,619	414,250	36,142
EXPENSE TOTALS CAPITAL PROJECTS FUND 2A	0	0	0	0	0	0
EXPENSE TOTALS CAPITAL PROJECTS FUND 2B	0	0	0	0	0	0
EXPENSE TOTALS CAPITAL PROJECTS FUND 2C	0	0	0	0	0	. 0
EXPENSE TOTALS CAPITAL PROJECTS FUNDS 2R	2,677	121,348	8,569	8,569	140,173	18,825
EXPENSE TOTALS ATHLETIC CLUB	73,155	561,271	66,769	503,639	907,866	346,595
EXPENSE TOTALS MUSEUM	3,815	46,454	3,854	45,026	58,331	11,877
EXPENSE TOTALS AUDIT	0	1,600	3,000	13,000	21,250	19,650
EXPENSE TOTALS FICA	10,487	112,771	9,071	97,776	161,500	48,729
EXPENSE TOTALS IMRF	10,563	90,471	11,364	99,981	144,260	53,789
EXPENSE TOTALS LIABILITY	7,987	104,487	7,192	90,173	212,386	107,899
EXPENSE TOTALS PAVING & LIGHTING	3,152	99,643	321	3,799	119,398	19,755
EXPENSE TOTALS POLICE	8,199	54,119	5,520	48,601	101,790	47,671
EXPENSE TOTALS SPECIAL RECREATION	1,032	184,812	499	139,392	363,885	179,073
EXPENSE TOTALS BOND & INTEREST II	1,528,730	1,540,496	1,574,534	1,592,183	1,547,106	6,610
	0	0	0	O O	0	0
EXPENSE TOTALS CAPITAL PROJECTS FUND 9A	0	0	0	0	0	0
EXPENSE TOTALS CAPITAL PROJECTS FUND 9C	0	0	0	0	0	0
GRAND TOTALS OPERATING EXPENDITURES ***	1,901,278	5,417,180	1,845,457	4,951,578	10,899,782	5,482,602

#### TREASURER'S REPORT FOR THE MONTH ENDING DECEMBER, 2023

		IPDLAF/	F	IRST EAGLE BANK	TOTAL
	HP	COMM BANK CASH IN BANK		CASH IN BANK	
CORPORATE (all funds except below)	\$	2,214,579.55	\$	47,618.33	\$ 2,262,197.88
NON BOND CAPITAL FUND 15	\$	93,944.61	\$	1,146.59	\$ 95,091.20
CAPITAL FUND 19	\$	230,395.84			\$ 230,395.84
CAPITAL FUND 22	\$	2,469,451.72			\$ 2,469,451.72
CAPITAL FUND 23	\$	247,536.18			\$ 247,536.18
CAPITAL FUND 2R	\$	17,775.60			\$ 17,775.60
BOND & INTEREST	\$	77,885.59			\$ 77,885.59
IDNR GRANT (22 FUND DISCOVERY PARK)	\$	304,920.34			\$ 304,920.34
IDNR GRANT (19 FUND COMMUNITY PARK)	\$	167,662.60			\$ 167,662.60
	\$	5,824,152.03	\$	48,764.92	\$ 5,872,916.95

Schedule of transfers for the month of: DECEMBER 2023:

\$160,146.27 was transferred from the Corporate checking account to the Payroll account for DECEMBER 2023 expense.

\$156,974.02 was transferred from the Corporate account to Debt Service/Money Market account for Cook and DuPage taxes.

\$23,029.29 - Interest earned for DECEMBER 2023

## **HANOVER PARK PARK DISTRICT** As of December 31, 2023 **LONG TERM DEBT REPORT**

DEBT SERVICE SCHEDULE:

	PRINCIPAL	INTEREST	PRINCIPAL &INTEREST	PRIN. BALANCE					
2019A SERIES GENERAL OBLIGATION LIMITED TAX PARK BONDS \$450,000.00									
06-15-2024		5,862.50	5,862.50	335,000.00					
12-15-2024	60,000.00	5,862.50	65,862.50	275,000.00					
06-15-2025		4,812.50	4,812.50	275,000.00					
12-15-2025	65,000.00	4,812.50	69,812.50	210,000.00					
06-15-2026	05,000.00	3,625.00	3,625.00	210,000.00					
12-15-2026	65,000.00	3,625.00	68,675.00	145,000.00					
06-15-2027	05,000.00	2,537.50	2,537.50	145,000.00					
12-15-2027	70,000.00	2,537.50	72,537.50	75,000.00					
06-15-2028	70,000.00	1,312.50	1,312.50	75,000.00					
12-15-2028	75,000.00	1,312.50	76,312.50						
12-13-2026	73,000.00	1,312.30	70,312.30	0.00					
	AL OBLIGATION PARK B								
12/15/2024	110,000.00	73,143.00	183,143.00	2,725,000.00					
12/15/2025	115,000.00	70,305.00	185,305.00	2,610,000.00					
12/15/2026	125,000.00	67,338.00	192,338.00	2,485,000.00					
12/15/2027	230,000.00	64,113.00	294,113.00	2,255,000.00					
12/15/2028	290,000.00	58,179.00	348,179.00	1,965,000.00					
12/15/2029	300,000.00	50,697.00	350,697.00	1,665,000.00					
12/15/2030	310,000.00	42,957.00	352,957.00	1,355,000.00					
12/15/2031	320,000.00	34,959.00	354,959.00	1,035,000.00					
12/15/2032	330,000.00	26,703.00	356,703.00	705,000.00					
12/15/2033	345,000.00	18,189.00	363,189.00	360,000.00					
12/15/2034	360,000.00	9,288.00	369,288.00	0.00					
	AL OBLIGATION PARK								
12/15/2024	76,000.00	10,692.50	86,692.50	535,000.00					
12/15/2025	77,000.00	9,362.50	86,362.50	458,000.00					
12/15/2026	78,000.00	8,015.00	86,015.00	380,000.00					
12/15/2027	80,000.00	6,650.00	86,650.00	300,000.00					
12/15/2028	81,000.00	5,250.00	86,250.00	219,000.00					
12/15/2029	83,000.00	3,832.50	86,832.50	136,000.00					
12/15/2030	136,000.00	2,380.00	138,380.00	0.00					
	RAL OBLIGATION PARK			0.00					
12/15/2024	285,000.00	69,001.50	354,001.50	2,070,000.00					
12/15/2025	305,000.00	60,651.00	365,651.00	1,765,000.00					
12/15/2026	320,000.00	51,714.50	371,714.50	1,445,000.00					
12/15/2027	315,000.00	42,338.50	357,338.50	1,130,000.00					
12/15/2028	290,000.00	33,109.00	323,109.00	840,000.00					
12/15/2029	310,000.00	24,612.00	334,612.00	530,000.00					
12/15/2030	280,000.00	15,529.00	295,529.00	250,000.00					
12/15/2031	250,000.00	7,325.00	257,325.00	0.00					
2022 SERIES GENERA	AL OBLIGATION LIMITE	D TAX PARK BON	IDS \$825,000.00						
06/15/2024		2,918.27	2,918.27	168,200.00					
12/15/2024	168,200.00	2,918.27	171,118.27	0.00					
	AL OBLIGATION LIMITE								
12/15/2024				64 500 00					
06/15/2025	760,470.00	42,796.58	803,266.58	64,530.00					
12/15/2025	64,530.00	1,484.19	1,484.19	64,530.00					
12/13/2023	04,530.00	1,484.19	66,014.19	0.00					

#### WARRANT No. 23-24-09

#### HANOVER PARK PARK DISTRICT CASH EXPENDITURES TRANSACTIONS AS OF DECEMBER 31, 2023

				AS OF DECEMBER 31, 2023		
						PAGE 1
Check #	Check Date	Total Amount of Check	Check Payable To	Reason for Payment	Account Number	Dollars
242	12-21-23	\$61.25	7-ELEVEN	ICE	10-9803-599-900	\$0.00
		<b>*</b> 00	,,	ICE	20-3400-760-000	\$0.00 \$61.25
					20 0-00 7 00-000	Ψ01.25
243	12-21-23	\$637.37	ADOBE CREATIVE	CLOUD APP	10-9801-599-900	\$0.00
				CLOUD APP	35-0000-590-000	\$637.37
244-	-253-VOID					
254	12-21-23	\$3,989.57	AMAZON	PENS	10-9802-599-900	\$0.00
				PENS	10-0000-705-500	\$5.67
				BASC	10-9802-599-900	\$0.00
				BASC .	20-2200-760-000	\$30.46
		•		OFFICE SUPPLIES	10-9802-599-900	\$0.00
				OFFICE SUPPLIES	10-0000-705-500	\$38.45
				TABLE COVERS	10-9802-599-900	\$0.00
				. TABLE COVERS	20-3400-760-000	\$32.88
				PARTY SUPPLIES	10-9802-599-900	\$0.00
				PARTY SUPPLIES	20-3400-760-000	\$19.99
				HALLOWEEN DECORATIONS	10-9802-599-900	\$0.00
				HALLOWEEN DECORATIONS PROGRAM SUPPLIES	20-0000-740-000	\$14.09
				PROGRAM SUPPLIES	10-9802-599-900	\$0.00
				FOIL PANS	20-3400-760-000	\$27.83
				FOIL PANS	10-9802-599-900 20-3400-760-000	\$0.00
				INK CARTRIDGES	10-9802-599-900	\$20.99
				INK CARTRIDGES	20-2200-760-000	\$0.00
				PARTY SUPPLIES	10-9802-599-900	\$68.95
				PARTY SUPPLIES	20-0000-760-000	\$0.00 \$98.76
				SOCCER GOAL	10-9802-599-900	\$0.00
				SOCCER GOAL	20-3500-760-000	\$295.97
				DANCE SHOES	10-9802-599-900	\$0.00
				DANCE SHOES	20-5200-760-000	\$20.88
				BUILDING SIGN	10-9802-599-900	\$0.00
				BUILDING SIGN	20-0000-760-000	\$16.10
				THEATRE SUPPLIES	10-9802-599-900	\$0.00
				THEATRE SUPPLIES	23-0000-600-000	\$114.99
				CANDY	10-9802-599-900	\$0.00
				CANDY	20-1520-760-000	\$34.99
				KITCHEN SUPLLIES	10-9802-599-900	\$0.00
				KITCHEN SUPLLIES	10-0000-552-200	\$96.31
				HAIR CLIPS FOR THEATRE	10-9802-599-900	\$0.00
				HAIR CLIPS FOR THEATRE	20-5200-760-000	\$14.97
				COSTUMES	10-9802-599-900	\$0.00
				COSTUMES	20-5200-760-000	\$32.57
				THEATRE SUPPLIES	10-9802-599-900	\$0.00
				THEATRE SUPPLIES	20-5200-760-000	\$33.29
				THEATRE SUPPLIES	10-9802-599-900	\$0.00
				THEATRE SUPPLIES	20-5200-760-000	\$5.25
				CHRISTMAS STICKERS	10-9802-599-900	\$0.00
				CHRISTMAS STICKERS	20-1520-760-000	\$6.99
				THEATRE SUPPLIES	10-9802-599-900	\$0.00
				THEATRE SUPPLIES	20-5200-760-000	\$37.61
				STORAGE BINS	10-9802-599-900	\$0.00

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						PAGE 2
Check # C	heck Date	Total Amount of Check	Check Payable To	Reason for Payment	Account Number	Dollars
254	12-21-23	\$3,989.57	AMAZON	STORAGE BINS	20-5530-760-000	\$35.91
				CLOTHES RACK	10-9802-599-900	\$0.00
				CLOTHES RACK	20-5200-760-000	\$35.91
				BASC	10-9802-599-900	\$0.00
				BASC	20-2200-760-000	\$7.80
				BASC	10-9802-599-900	\$0.00
				BASC	20-2200-760-000	\$115.99
				PENS	10-9802-599-900	\$0.00
				PENS	10-0000-705-500	\$23.35
				CHRISTMAS CRAFT	10-9802-599-900	\$0.00
				CHRISTMAS CRAFT	20-4590-760-000	, \$74.74
				PHOTO BACKDROP	10-9802-599-900	\$0.00
				PHOTO BACKDROP	20-4590-760-000	\$32.99
				PAPER PLATES PAPER PLATES	10-9802-599-900	\$0.00
				TREAT BAGS	20-4590-760-000 10-9802-599-900	\$21.99
				TREAT BAGS	20-4590-760-000	\$0.00 \$29.98
				PAPAER COFFEE CUPS	10-9802-599-900	\$0.00
				PAPAER COFFEE CUPS	20-4590-760-000	\$53.98
				CHRISTMAS DOC	10-9802-599-900	\$0.00
				CHRISTMAS DOC	20-4590-760-000	\$283.91
				SANTA HATS	10-9802-599-900	\$0.00
				SANTA HATS	20-1010-760-000	\$50.98
				BASC POKEMON CARDS	10-9802-599-900	\$0.00
				BASC POKEMON CARDS	20-2200-760-000	\$5.10
				BACKDROP DECOR	10-9802-599-900	\$0.00
				BACKDROP DECOR	20-5200-760-000	\$22.98
				COMMAND CLIPS	10-9802-599-900	\$0.00
				COMMAND CLIPS	10-0000-705-500	<b>\$61.19</b>
				DESK NAME PLATE	10-9802-599-900	\$0.00
				DESK NAME PLATE	20-0000-594-400	\$18.38
				COFFEE COFFEE	10-9802-599-900	\$0.00
				TREAT BAG	10-0000-705-500 10-9802-599-900	\$42.53
				TREAT BAG	20-4590-760-000	\$0.00 \$20.77
				COSTUMES	10-9802-599-900	\$0.00
				COSTUMES	20-5200-760-000	\$52.97
				CANDY	10-9802-599-900	\$0.00
				CANDY	20-4590-760-000	\$34.57
				KITCHEN SUPPLIES	10-9802-599-900	\$0.00
				KITCHEN SUPPLIES	10-0000-552-200	\$40.78
				PROGRAM SUPPLIES	10-9802-599-900	\$0.00
				PROGRAM SUPPLIES	20-0000-760-000	\$42.56
				MARKETING SUPPLIES	10-9801-599-900	\$0.00
				MARKETING SUPPLIES	20-0000-740-000	\$261.43
				WWEB CAB W/ MICROPHONE	10-9804-599-900	\$0.00
				WWEB CAB W/ MICROPHONE	10-0000-705-500	\$29.99
				DRY ERASE BOARD	10-9804-599-900	\$0.00
				DRY ERASE BOARD DISINFECTANT	10-0000-705-500	\$34.97
			•	DISINFECTANT	10-9804-599-900 20-0000-761-100	\$0.00 \$41.10
				MICROPHONE SYSTEM	10-9804-599-900	\$41.19 \$0.00
				MICROPHONE SYSTEM	20-5200-760-000	\$0.00 \$384.99
				OFFICE SIGN	10-9804-599-900	\$0.00
				OFFICE SIGN	10-0000-705-500	\$0.00 \$12.78
•				COMPUTER SUPPLIES	10-9804-599-900	\$0.00
				COMPUTER SUPPLIES	2R-0000-808-800	\$159.00
				• • •		+ · - 3 · • •

			,			PAGE 3
Check #	# Check Date	Total Amount of Check	Check Payable To	Reason for Payment	Account Number	Dollars,
254	12-21-23	\$3,989.57	AMAZON	TOOLS	10-9804-599-900	\$0.00
				TOOLS	23-0000-600-000	\$349.99
				MICROPHONES	10-9804-599-900	\$0.00
				MICROPHONES	20-0000-760-000	\$495.00
				PICKLEBALL WRIST BANDS	10-9805-599-900	\$0.00
				PICKLEBALL WRIST BANDS	35-0000-760-000	\$20.89
				NAME PLATE	10-9805-599-900	\$0.00
				NAME PLATE	10-0000-705-500	\$21.99
255	12-21-23	\$75.00	BARTLETT AREA CHAMBER OF	HOLIDAY LUNCHEON	10-9803-599-900	\$0.00
				HOLIDAY LUNCHEON	10-0000-516-600	\$75.00
						Ψ10.00
256	12-21-23	\$166.88	CROWN AWARDS	SOCCER TROPHYS	10-9803-599-900	\$0.00
				SOCCER TROPHYS	20-3400-760-000	\$111.62
				PLAQUE FOR BOB	10-9801-599-900	\$0.00
•				PLAQUE FOR BOB	10-0000-552-200	\$55.26
257	12-21-23	\$804.68	DAILY HERALD	CRICKET LOTTERY AD	10-9803-599-900	\$0.00
				CRICKET LOTTERY AD	20-0000-599-900	\$804.68
258	12-21-23	\$201.15	DINO'S FINER FOODS	EVENT STAFF FOOD	10-9803-599-900	\$0.00
250	_ WOTD			EVENT STAFF FOOD	10-0000-552-200	\$100.57
<b>439</b>	- VOID			EVENT STAFF FOOD	20-0000-552-200	\$100.58
260	12-21-23	\$226.42	DOLLAR TREE	ART BRUSHES	10-9802-599-900	\$0.00
				ART BRUSHES	20-5200-760-000	\$6.25
				PROPS FOR THEATRE	10-9802-599-900	\$0.00
				PROPS FOR THEATRE	20-5200-760-000	\$17.50
				CRAFT SUPPLIES	10-9803-599-900	\$0.00
				CRAFT SUPPLIES	20-3400-760-000	\$24.75
				BALLOONS	10-9803-599-900	\$0.00
				BÄLLOONS	10-0000-552-200	\$28.05
				CHRISTMAS DECORATIONS	10-9803-599-900	\$0.00
				CHRISTMAS DECORATIONS	20-4590-760-000	\$128.61
				CHRISTMAS DECORATIONS	10-9803-599-900	\$0.00
	•			CHRISTMAS DECORATIONS	20-4590-760-000	\$19.33
				CHRISTMAS DECORATION	10-9803-599-900	\$0.00
				CHRISTMAS DECORATION	20-4590-760-000	\$1.93
261	12-21-23	\$799.47 F	ACEBOOK	FACEBOOK	10-9801-599-900	\$0.00
				FACEBOOK	20-0000-594-400	\$799.47
262	12-21-23	\$3,577.08 G	SOOG! E	COOCLE ADS	40 0004 500 000	40.45
202	12-21-25	ψ0,577.00 G	SOOGLE	GOOGLE ADS	10-9801-599-900	\$0.00
				GOOGLE ADS	20-0000-594-400	\$3,577,08
263	12-21-23	\$73.60 H	IOME DEPOT	PROPS SUPPLIES	10-9802-599-900	\$0.00
				PROPS SUPPLIES	20-5200-760-000	\$73.60
264	12-21-23	\$310.00 IN	MPACT NETWORKING, LLC	IMPACT NETWORKING	10-9803-599-900	\$0.00
			-,	IMPACT NETWORKING	10-0000-705-500	\$103.33
				IMPACT NETWORKING	20-0000-705-500	\$103.33
				IMPACT NETWORKING	35-0000-705-500	\$103.34
265	12-21-23	\$80.00 IP	PRA	REC JOINT COMM MEETING	10-9803-599-900	\$0.00
				REC JOINT COMM MEETING	20-0000-516-600	\$80.00
					- · - · <del>- • •</del>	7-4.00
266	12-21-23	\$184.23 JE	EWEL FOODS	CAKE & DRINKS FOR BOB'S F	10-9804-599-900	\$0.00

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Check :	# Check Date	Total Amou	nt <sub>:k</sub> Check Payable To	Reason for Payment	Account Number	Dollars
266	12-21-23	- \$184.2	3 JEWEL FOODS	CAKE & DRINKS FOR BOB'S	F 10-0000-552-200	\$93.18
				THANKSGIVING MEAL	10-9804-599-900	\$0.00
				THANKSGIVING MEAL	10-0000-552-200	\$91.05
267	12-21-23	\$51.98	5 KOHLS	COSTUMES	10-9802-599-900	\$0.00
				COSTUMES	20-5200-760-000	\$51.95
268	12-21-23	\$1,453.50	MATERIAL SYSTEMS, INC.	BUILDING SUPPLIES	10-9804-599-900	\$0.00
				BUILDING SUPPLIES	23-0000-605-500	\$726.75
				SHELVING	10-9804-599-900	\$0.00
				SHELVING	23-0000-605-500	\$726.75
269	12-21-23	\$152.04	MENARDS	PAINT FOR PROPS	10-9802-599-900	\$0.00
				PAINT FOR PROPS	20-5200-760-000	\$62.55
				PAINT FOR PROPS	10-9802-599-900	\$0.00
				PAINT FOR PROPS	20-5200-760-000	\$52.58
				LIQUID PROPANE	10-9801-599-900	\$0.00
				LIQUID PROPANE	20-3400-760-000	\$18.99
				LIQUID PROPANE REFILL	10-9801-599-900	\$0.00
				LIQUID PROPANE REFILL	20-3400-760-000	\$13.93
				MARKETING SUPPLIES	10-9801-599-900	\$0.00
		•		MARKETING SUPPLIES	20-0000-740-000	\$3.99
270	12-21-23	\$42.62	MICHAELS	MISC THEATRE SUPPLIES	10-9802-599-900	\$0.00
				MISC THEATRE, SUPPLIES	20-5200-760-000	\$42.62
271	12-21-23	\$103.21	OTC BRANDS	SOCCER DECORATIONS	10-9803-599-900	\$0.00
				SOCCER DECORATIONS	20-3400-760-000	\$21.89
				CRAFT PROJECTS	10-9801-599-900	\$0.00
				CRAFT PROJECTS	20-1520-760-000	\$81.32
272	12-21-23	\$117.44	PANERA	STAFF TRAINING	10-9803-599-900	\$0.00
				STAFF TRAINING	10-0000-516-600	\$117.44
273	12-21-23	\$33.53	PETSMART	GOLDFISH FOR SOCCER CEF	10-9803-599-900	\$0.00
				GOLDFISH FOR SOCCER CEF	20-3400-760-000	\$33.53
274	12-21-23	\$47.45	PICTURE SHOW	BASC FIELD TRIP	10-9802-599-900	\$0.00
				BASC FIELD TRIP	20-2200-500-000	\$47.45
275	12-21-23	\$150.96	RAPIDWRISTBANDS	PICKLEBALL WRISTBANDS	10-9805-599-900	\$0.00
				PICKLEBALL WRISTBANDS	35-0000-760-000	\$150.96
276	12-21-23	\$314.07	ROSATI'S	BOB'S LUNCHEON	10-9805-599-900	#0.00
		*********		BOB'S LUNCHEON	10-0000-552-200	\$0.00 \$314.07
277	12-21-23	\$624.58	SAM'S CLUB	FOOD FOR SOCCER	40 0000 100 000	
_,,	12-21-20	ΨΟΣ-1.50	OAIN O OLOB	FOOD FOR SOCCER	10-9803-599-900 20-3400-760-000	\$0.00 \$624.58
278	10 04 00	\$24.00 f	PTAMPS COM		·	•
2/8	12-21-23	\$21.99 S	STAMPS.COM	STAMPS	10-9801-599-900	\$0.00
				STAMPS	10-0000-510-000	\$21.99
279	12-21-23	\$16.89	STARBUCKS STORE	COFFEE	10-9804-599-900	\$0.00
280 ·	- VOID			COFFEE	10-0000-552-200	\$16.89
281	12-21-23	\$133.89 7	TARGET	EVENT SUPPLIES	10-9803-599-900	<b>60 00</b>
•	•	, <b></b>		EVENT SUPPLIES	20-4590-760-000	\$0.00 \$16.80

						PAGE 5
Check #	É Čheck Date	Total Amo of Che		Reason for Payment	Account Number	Dollars
281	12-21-23	\$133.	89 TARGET	FOOD SUPPLIES	10-9803-599-900	\$0.00
				FOOD SUPPLIES	20-4590-760-000	\$35.11
				EVENT SUPPLIES	10-9803-599-900	\$0.00
				EVENT SUPPLIES	20-4590-760-000	\$29.94
				EVENT SUPPLIES	10-9803-599-900	\$0.00
				EVENT SUPPLIES	20-4590-760-000	\$2.72
				STORAGE BINS	10-9803-599-900	\$0.00
			·	STORAGE BINS	20-0000-760-000	\$19.80
				EVENT SUPPLIES	10-9803-599-900	\$0.00
				EVENT SUPPLIES	20-4590-760-000	\$29.52
282	12-21-23	\$5.6	7 US POSTAL SERVICE	CERTIFIED MAIL	10-9804-599-900	\$0.00
283	- VOID			CERTIFIED MAIL	10-0000-510-000	\$5.67
284	12-21-23	\$273.6	0 WALMART - PCARD	BASC FOOD SUPPLIES	10-9802-599-900	\$0.00
				BASC FOOD SUPPLIES	20-2200-760-000	\$39.02
				BASC FOOD SUPPLIES	10-9802-599-900	\$0.00
				BASC FOOD SUPPLIES	20-2200-760-000	\$49.56
				BASC FOOD SUPPLIES	10-9802-599-900	\$0.00
				BASC FOOD SUPPLIES	20-2200-760-000	\$80.58
				BASC FOOD SUPPLIES	10-9802-599-900	\$0.00
				BASC FOOD SUPPLIES	20-2200-760-000	\$66.47
				STORAGE BAGS	10-9803-599-900	\$0.00
				STORAGE BAGS	20-3400-760-000	\$18.24
				THANKSGIVING PLATES	10-9803-599-900	\$0.00
				THANKSGIVING PLATES	10-0000-552-200	\$19.73
285	12-21-23	\$216.00	WHEN TO WORK	SUBSCRIPTION	10-9803-599-900	\$0.00
				SUBSCRIPTION	20-0000-514-400	\$216.00
286	12-21-23	\$79.00	WIX COMPUTER SERVICE	COMPUTER SERVICE	10-9801-599-900	\$0.00
				COMPUTER SERVICE	10-0000-590-000	\$26.33
				COMPUTER SERVICE	20-0000-590-000	\$26.33
				COMPUTER SERVICE	35-0000-590-000	\$26.34
287	12-21-23	\$270.00	WPY .	PDRMA RISK MANAGEMENT	10-9803-599-900	\$0.00
				PDRMA RISK MANAGEMENT	43-0000-576-600	\$270.00
288	12-21-23	\$63.96	ZOOM	ZOOM	10-9801-599-900	\$0.00
				ZOOM	10-0000-514-400	\$21.32
				ZOOM	20-0000-514-400	\$21.32
				ZOOM	35-0000-514-400	\$21.32
66558	12-06-23	\$96.90	ACACIA SPORTS	SIGNATURE -II SHOES	35-0000-746-600	\$96.90
66559	12-06-23	\$74.00	AQUA CHILL OF CHICAGO LLC	CC, SHOP DRINKING WATER	10-0000-505-500	\$74.00
66560	12-06-23	\$152,900.00	BARRINGTON BANK & TRUST	BOND PAY 2019A & 2020A SE	52-0651-561-100	\$60,000.00
			·	BOND PAY 2019A & 2020A SE	52-0651-562-200	\$6,912.50
				BOND PAY 2019A & 2020A SE	52-0654-561-100	\$74,000.00
				BOND PAY 2019A & 2020A SE	52-0654-562-200	\$11,987.50
66561	12-06-23	\$509.01	CHICAGO OFFICE TECH GROU	MONTHLY COPIER MAINTENA	2R-0000-616-600	\$509.01
66562	12-06-23	\$5,660.00	CINTAS	AED SUPLLIES	25-0000-761-100	\$4,040.00
				AED SUPLLIES	35-0000-761-100	\$226.66
				AED SUPLLIES	20-0000-761-100	\$646.66

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Check i	# Check Date	Total Amou of Che		Reason for Payment	Account Number	Dollars
66562	12-06-23	\$5,660.0	00 CINTAS	AED SUPLLIES	10-0000-761-100	\$746.68
66563	12-06-23	\$152.4	3 COMCAST-LM	MONTHLY SERVICES - LM	20-0000-502-200	\$152.43
66564	12-06-23	\$22,951.3	8 ENGIE RESOURCES LLC	CC ELECTRIC SERVICE CC ELECTRIC SERVICE	10-0000-506-600	\$6,361.52
				CC ELECTRIC SERVICE	20-0000-506-600 35-0000-506-600	\$6,361.52 \$10,228.34
66565	12-06-23	\$2,680.0	0 FASTSIGNS	HERITAGE SIGN	19-0000-803-300	\$2,680.00
66566	12-06-23	\$2,850.0	0 GOVERNMENTAL ACCOUNTING			\$2,137.50
	•			PROFESSIONAL SERVICES 1	35-0000-591-100	\$712.50
66567	12-06-23	\$1,165.7	B HALOGEN	SPA PUMP & PADS 6X6 DEP MARKER	23-0000-625-500	\$1,116.58
					23-0000-625-500	\$49.18
66568	12-06-23	\$2,285.00	IKON SOFTWARE INC.	MONTHLY MAINTENANCE - NO		\$761.66
				MONTHLY MAINTENANCE - NO		\$761.67
				MONTHLY MAINTENANCE - No	35-0000-590-000	\$761.67
66569	12-06-23	\$25.00	JUAN MEDINA	CELL PHONE REIMBURSEMEI	10-0000-502-200	\$25.00
66570	12-06-23	\$25.00	JUVENAL CARRILLO	CELL PHONE REIMBURSEMEI	35-0000-502-200	\$25.00
66571	12-06-23	\$25.00	KALEIGH PINONES	CELLPHONE REIMBURSEMEN	20-0000-502-200	\$25.00
66572	12-06-23	\$175,723.00	KEY GOVERNMENT FINANCE, I	BOND PAYMENT - SERIES	52-0652-561-100	\$100,000.00
				BOND PAYMENT - SERIES	52-0652-562-200	\$75,723.00
66573	12-06-23	\$25.00	LAURA REILLY	CELL PHONE REIMBURSEMNI	20-0000-502-200	\$25.00
66574	12-06-23	\$25.00	NANCY SANTUCCI	CELL PHONE REIMBURSEMEI	10-0000-502-200	\$25.00
66575	12-06-23	\$62.76	NAPA AUTO PARTS	RUST CONTROL	23-0000-612-200	\$15.69
				RUST CONTROL	23-0000-612-200	\$47.07
66576	12-06-23	\$30,396.76	PDRMA	EMPLYEE INS. PREMIUMS	10-0000-512-200	\$9,568.42
				EMPLYEE INS. PREMIUMS	20-0000-512-200	\$15,496.20
				EMPLYEE INS. PREMIUMS	35-0000-512-200	\$1,592.36
				EMPLYEE INS. PREMIUMS	36-0000-512-200	\$1,046.03
				EMPLYEE INS. PREMIUMS	43-0000-512-200	\$1,981.74
				EMPLYEE INS. PREMIUMS	44-0000-512-200	\$94.93
				EMPLYEE INS. PREMIUMS	45-0000-512-200	\$617.08
66577	12-06-23	\$105.00	PDRMA	PDRMA TRAINING	10-0000-518-800	\$105.00
66578	12-06-23	\$25.00	PHILLIP MONTEZ	CELL PHONE REIMBURSEMEI	20-0000-502-200	\$25.00
66579	12-06-23	\$4,381.00	PRO-LINE DOOR SYSTEMS	CONCESSION DOOR REPAIR	23-0000-600-000	\$4,381.00
66580	12-06-23	\$6,420.19	REPUBLIC BANK OF CHICAGO	BOND PAYMENT 2022 SERIES	52-0658-562-200	\$6,420.19
36581 -	12-06-23	\$681,653.31	REPUBLIC BANK OF CHICAGO	BOND PAYMENT - 2022 SERIE BOND PAYMENT - 2022 SERIE	52-0658-561-100 52-0658-562-200	\$656,800.00 \$24,853.31
36582	12-06-23	\$25.00	SAM ROMERO	CELL PHONE REIMBURSEMEI	10-0000-502-200	\$25.00
6583	12-06-23	\$25.00	SHAWN COLLINS	CELL PHONE REIMBURSEME	20-0000-502-200	\$25.00

Check #	Check Date	Total Amou of Chec		Reason for Payment	Account Number	PAGE 7 Dollars
66584	12-06-23	\$211.9	4 SHERWIN-WILLIAMS CO.	PAINT	23-0000-600-000	\$211.94
66585	12-06-23	\$25.0	SOFIA CASTANEDA	CELL PHONE REIMBURSEME	20-0000-502-200	\$25.00
66586	12-06-23	\$6,700.00	SPEER FINANCIAL	SERVICES - 2023 BOND ISSU SERVICES - 2023 BOND ISSU		\$6,000.00 \$700.00
66587	12-06-23	\$6,371.73	SUPERIOR FIRE & SECURITY	FIRE ALARM PANEL REPLACE	23-0000-600-000	\$6,371.73
66588	12-06-23	\$236,318.56	TIME BANK	BOND PAYMENT - 2021 SERIE BOND PAYMENT - 2021 SERIE		\$235,465.00 \$853.56
66589	12-06-23	\$269,715.01	TRUIST GOVERNMENTAL FINA	BOND PAYMENT - 2022A SER BOND PAYMENT - 2022A SER	52-0658-561-100 52-0658-562-200	\$195,000.00 \$74,715.01
66590	12-06-23	\$6,275.95	VANGUARD ENERGY SERVICE:	GAS BILL - ALL LOCATIONS	10-0000-504-400 20-0000-504-400 25-0000-504-400 35-0000-504-400 46-0000-504-400	\$639.16 \$1,936.55 \$283.04 \$3,163.80 \$253.40
66591	12-06-23	\$1,542.53	VILLAGE OF HANOVER PARK	MONTHLY WATER CHARGE MONTHLY WATER CHARGE MONTHLY WATER CHARGE MONTHLY WATER CHARGE	10-0000-505-500 25-0000-505-500 35-0000-505-500 46-0000-505-500	\$281.63 \$350.86 \$728.03 \$182.01
66592	12-06-23	\$350.00	VILLAGE OF HANOVER PARK	FIRE FALSE ALARMS	43-0000-599-900	\$350.00
66593	12-06-23	\$1,087.50	VONS ELECTRIC. INC.	POOL & SPA CONTACTORS POOL & SPA CONTACTORS	23-0000-600-000 23-0000-600-000	\$446.25 \$641.25
66594	12-06-23	\$292.11	XEROX FINANCIAL SERVICES L	MONTHLY COPIER LEASE	2R-0000-616-600	\$292.11
66595	12-13-23	\$1,050.00	VILLAGE OF HANOVER PARK	LIQOUR LICENSE RENEWAL	35-0000-599-900	\$1,050.00
66596	12-13-23	\$277.73	CHICAGO BEVERAGE SYSTEM	WINDY CITY DIST. LIQUOR	35-8980-746-600	\$277.73
66597	12-13-23	\$824.00	MING CHAI	TENNIS CONTRACTUAL 11/18	35-8827-503-300	\$824.00
66598 56599-	12-13-23 -66603 <b>-</b>		ROGER EMIG printed on checks)	TENNIS CONTRACTUAL 11/18	35-8822-503-300	\$882.00
66604	12-27-23		ACTION LOCK & KEY	KEYS - AB	23-0000-600-000	\$24.00
66605	12-27-23	\$1,347.23	AW AUTO REPAIR, INC.	2008 FORD REPAIRS VEHICLE REPAIRS VEHICLE REPAIRS	23-0000-612-200 23-0000-612-200 23-0000-612-200	\$1,054.05 \$1,644.73 -\$1,351.55
66606	12-27-23	\$375.00	BENSON QUALITY	VEHICLE REPAIRS	23-0000-625-500	\$375.00
56607	12-27-23	\$12,760.00	BRYAN MRAŻ & ASSOCIATES	MARCH PROFESSIONAL SER'	10-0000-592-200	\$12,760.00
36608	12-27-23	\$449.94	BSN CORP	DODGEBALL & VOLLEYBALL ! DODGEBALL & VOLLEYBALL !	20-3450-760-000 20-0000-760-000	\$179.97 \$269.97
36609	12-27-23	\$270.00	CAROL STREAM LAWN & POWI	SNOW PLOW CONTROLLER	23-0000-610-000	\$270.00
36610	12-27-23	\$271.20	CASÉ LOTS INC.	ANTIBACTERIAL WIPES	35-0000-715-500	\$271.20

	,					PAGE 8
Check #	Check Date	Total Amou of Che		Reason for Payment	Account Number	Dol∤ars
66611	12-27-23	\$816.6	3 COMCAST - CC	MONTHLY SERVICES - CC MONTHLY SERVICES - CC MONTHLY SERVICES - CC	10-0000-502-200 20-0000-502-200 35-0000-502-200	\$272.21 \$272.21 \$272.21
66612	12-27-23	\$154.1	8 COMCAST-S	MONTHLY SERVICES - SHOP	10-0000-502-200	\$154.18
66613	12-27-23	\$186.8°	1 COMCAST - SS	MONTHLY SERVICES - SS	25-0000-502-200	\$186.81
66614	12-27-23	\$154.18	B COMCAST-A	MONTHLY SERVICES - AHLST	20-0000-502-200	\$154.18
66615	12-27-23	\$25.41	COMMONWEALTH EDISON	MONTHLY CHARGE - RANGER	10-0000-506-600	\$25.41
66616	12-27-23	\$484.55	CONSERV FS	ANTIBACTERIAL WIPES	10-0000-778-800	\$484.55
66617	12-27-23	\$876.24	DUNLOP SPORTS GROUP	TENNIS BALLS TENNIS BALL	35-0000-760-000 35-0000-760-000	\$426.24 \$450.00
66618	12-27-23	\$700.00	ELIZABETH CHAPLINSKY	CONTRACTUAL PICKLEBALL	35-8828-503-300	\$700.00
66619	12-27-23	\$1,481.70	ENGIE RESOURCES LLC	ELECTRIC - ALL LOCATIONS ELECTRIC - ALL LOCATIONS ELECTRIC - ALL LOCATIONS	10-0000-506-600 20-0000-506-600 25-0000-506-600	\$54.60 \$220.37 \$1,206.73
66620	12-27-23	\$1,054.00	GREG PETRY CONSULTING, LL	STAFF DISC TRAINING	10-0000-516-600	\$1,054.00
66621	12-27-23	\$6,643.25	IAPD	STAFF DISC TRAINING	10-0000-514-400	\$6,643.25
66622	12-27-23	\$1,717.04	IKON SOFTWARE INC.	NOVEMBER SERVICES	2R-0000-808-800	\$1,717.04
66623	12-27-23	\$30.00	ILLINOIS STATE POLICE	BACKGROUND CHECKS	43-0000-579-900	\$30.00
66624	12-27-23	\$170.00	INDIAN AMERICAN CHAMBER	PARTIAL REFUND CHECK	20-0000-330-000	\$170.00
66625	12-27-23	\$529.13	JOHNSON CONTROLS SECURI	FIRE ALARAM MONITORING -: FIRE ALARM MONITORING-CA	43-0000-577-700 43-0000-577-700	\$274.13 \$255.00
66626	12-27-23	\$90.00	KAMMES AUTO & TRUCK REPA	WHITE SHUTTLE INSPECTION	43-0000-579-900	\$90.00
66627 66628	12-27-23 - VOID	\$1,635.00	LEE J. HOWARD, LTD., PC	RETIREMENT PACKAGE	15-0000-591-100	\$1,635.00
66629	12-27-23	\$977.52	MENARDS	BUILDING MATERIAL WHITE TILE, RATCHET WHITE TILE, RATCHET CARB CLEANER, SHOWER HE CARB CLEANER, SHOWER HE CARB CLEANER, SHOWER HE BLEACH UTILITY KNIFE COFF BLEACH UTILITY KNIFE COFF	23-0000-600-000 10-0000-770-000 23-0000-600-000 23-0000-605-500 23-0000-612-200 10-0000-770-000 23-0000-600-000 23-0000-605-500 23-0000-600-000	\$324.64 \$92.34 \$73.43 \$45.55 \$3.48 \$38.59 \$120.58 \$147.69 \$131.22
3 <b>6630</b> -	12-27-23	\$2,189.00	MENDEL PLUMBING & HEATING	PIPE REPAIR PIPE REPAIR	43-0000-600-000 10-0000-798-800	\$1,000.00 \$1,189.00
36631	12-27- <b>2</b> 3	\$805.00	MING CHAI	CONTRACTUAL TENNIS 12/2-	35-8827-503-300	\$805.00
366 <sup>3</sup> 2	12-27-23	\$184.35 <sub>.</sub> I	PRINTING SYSTEMS, INC.		10-0000-705-500 20-0000-705-500	\$61.45 \$61.45

						PAGE 9
Check #	Check Date	Total Amoun of Checl		Reason for Payment	Account Number	Dollars ·
66632	12-27-23	\$184.35	PRINTING SYSTEMS, INC.	W2 & 1099 FORMS	35-0000-705-500	\$61.45
66633	12-27-23	\$3,569.22	RENTAL MAX OF ROSELLE	ATHLETIC FIELD LIGHT RENT	44-0000-760-000	\$2,750.29
				OSLAD RENTAL - LOADER	19-0809-803-300	\$818.93
66634	12-27-23	\$1,275.00	ROGER EMIG	CONTRACTUAL TENNIS 12/2-	35-8822-503-300	\$1,275.00
66635	12-27-23	\$647.20	RUSSO POWER EQUIPMENT	SNOW BLOWER	23-0000-610-000	\$647.20
66636	12-27-23	\$135.00	SIMPLE SANITATION	PORTABLE TOILETS	10-0000-500-000	\$135.00
66637	12-27-23	\$48.99	SUBURBAN TIRE	2014 FORD F-250 SUPER DUT	23-0000-612-200	\$48.99
66638	12-27-23	\$185.00	TENNIS27 INC	YONEX EZONE	35-0000-746-600	\$185.00
66639	12-27-23	\$320.00	TRANE U.S. INC.	NOV - INSTALLATION LABOR	23-0000-651-100	\$320.00
66640	12-27-23	\$164.04	UNIQUE PRODUCTS	CUSTODIAL SUPPLIES	35-0000-715-500	\$164.04
66641	12-27-23	\$51,175.28	UPLAND DESIGN	DISCOVERY PARK OSLAND D	22-0000-860-000	\$51,175.28
66642	12-27-23	\$507.50	VERIZON WIRELESS	MONTHLY CELL SERVICE	10-0000-502-200	\$150.00
				MONTHLY CELL SERVICE	20-0000-502-200	\$100.00
				MONTHLY CELL SERVICE	45-0000-502-200	\$150.00
				MONTHLY CELL SERVICE	35-0000-502-200	\$100.00
				MONTHLY CELL SERVICE	43-0000-577-700	\$7.50
66643	12-27-23	\$1,493.81	VILLAGE OF HANOVER PARK	VILLAGE OF HP FUEL	10-0000-710-000	\$595.57
				VILLAGE OF HP FUEL	20-0000-710-000	\$280,27
			•	VILLAGE OF HP FUEL	45-0000-710-000	\$617.97
66644	12-27-23	\$15,925.00	VONS ELECTRIC. INC.	CEILING FANS, LIGHT REPLA	2R-0000-600-000	\$8,400,00
			,	CEILING FANS, LIGHT REPLA	44-0000-760-000	\$7,525.00
66645	12-27-23	\$251.67	WALMART CAPITAL ONE	WHIP TOPPING	20-4590-760-000	\$55.18
				PROGRAM SUPPLIES	20-1520-760-000	\$9.88
				PROGRAM SUPPLIES	10-0000-552-200	\$21.78
				UNIFORM PANTS	10-0000-700-000	\$51.00
				UNIFORM PANTS	20-2200-760-000	\$113.83
					/	W110,00

CHECKS ISSUED FROM PAYROLL ACCOUNT as of December 31, 2023

Dollars	48,486.87 3,106.91 5,086.64	5,086.64 4,052.87 379.72 50.00	00 000	3.340.17	5,399.97	5,399.97	4,367.49	10,563.19	544.88	379.72	4,409.48	1,804.92	1,632.10	50.00	19.90
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Account #	10-0000-223.00 10-0000-211.00 10-0000-209.00	41-0000-563.00 10-0000-210.00 10-0000-213.00 10-0000-216.00	10,0000 223 00	10-0000-211.00	10-0000-209.00	41-0000-563.00	10-0000-210.00	42-0000-566.00	10-0000-215.00	10-0000-213.00	10-0000-212.00	10-0000-224.00	10-0000-215.00	10-0000-216.00	10-0000-217.00
Reason for Payment	Direct Deposit State withholding taxes Social Security withholding Fmplover Social Security	Employee Deferred Comp.	Direct Denosit	State withholding taxes	Social Security withholding	Employer Social Security Costs	Federal withholding taxes	Additional incurrence	Addition in surance		Employee withholding	Voluntary contributions	Employee health insurance	Employee Deferred Comp.	Employee Contributions
Payable to	48,486.87 Various Banks 3,106.91 IL Dept. of Revenue 14,226.15 IRS	Court ordered witholding Nationwide Retirement	Various Banks	3,310.17 IL Dept. of Revenue	IRS		HARI		Court ordered withholding					Nationwide Retirement	Legal Shield
Amount	48,486.87 3,106.91 14,226.15	379.72 50.00	51,476.36	3,310.17	15,167.43		10 563 19	544 88	379 72	4 400 48	01.00t.,	1,004.92	1,532.10	50.00	19.90
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Check # Check Date	12/08/23 12/08/23 12/08/23	12/08/23 12/08/23		12/22/23			12/22/23	12/22/23	12/22/23	12/23/23	12/23/23	12/12/12/2	12/23/23	12/23/23	12/23/23
Check #	ACHA 82329 82,330	82297 82298	ACHA	82347	82348		82349	82350	82351	82352	82353	8222	922334	82335	82356

\$160,146.27 and check numbers 66558-66645 and EFT check numbers 242-288 from the General Corporate Checking account in the amount of \$1,749,648.68 for a Grand Total Warrant of \$1,909,794.95 Motion to approve Warrant 23-24-9 covering check numbers 82320-82356 from the Payroll Checking account in the amount of

										Document No.		
										Cost Center		
DAVMENT OF	INTEREST MAY E	DE AVATIABLE TI	Ela o i i o i i		Agency I	Name and A				- T-		
THE STATE	FAILS TO COM	PLY WITH THE	E	NAME OF A PERSON NAMED IN		XXX-XX	(-			3. Voucher No.		
STATE PROM	IPT PAYMENT ACT	, 30 ILCS 540.	2. Traveler Name	9						4. Voucher Date		
			LAST NAME		FIRST NAM		MIDDLE INIT	TAL		5. Appropriation A		
			Fuentez		Miguel	Recognition of				-	01-1900-9	9900
			1440 War	nut 9	_	ADDRESS				6. Headquarters		
			Hanover P		L 60133					7. Residence		
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8. Date	9. Depart	A STATE OF THE PARTY OF THE PAR	10. Arriv	Speciment and state of	-	Reimburse- ment	13. Trans	14. Lodging	Per Diem			Totals
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	d Budget Act have b				performed v	with all practica	ble dispatch b	y the shortest	route usually	traveled in the custon	mary reasona	able manner
					and that I h charged for.		urnished with	transportation	or money in	lieu thereof for any pa	art of the joi	urney therei
					charged for.							
	Division Hea	d, Supt., Chief		Date								
	Approved-A	Agency Head		Date		Traveler	Signature					Date

										Document No.			
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PAYMENT OF	F INTEREST MAY I	BE AVAILABLE II	1. Social Security	Number		XXX-XX		9666		3. Voucher No.			
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			Elkins		Mark					001-201	01-1900-9	9900	
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			1127 Bren	4wood C	t								
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			Hanover -	Parn		133							
0 0-4-	9. Depart	red From	10. Arriv	ed At	11. Auto Mileage	12. Auto	13. Trans	14 Ladeina	15. Meals or,	16. Other Exp	enses	17. Line	
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	IPT PAYMENT ACT,		2. Traveler Name							4. Voucher Date			
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## **FINAL**

## HANOVER PARK PARK DISTRICT PARK BOARD OF COMMISSIONERS 2024 MEETING DATES

All meetings will be at 7:00 p.m. in the Board Room at the Community Center and through the Zoom Conferencing App.

\*\*Unless otherwise stated\*\*

#### **WORKSHOPS**

Monday, November 11

**CCAC Committee** 

#### **BOARD MEETINGS**

Monday, November 25

WURKSHUPS	BOARD WIEETINGS
Monday, January 8	Monday, January 22 Local Government Efficiency Committee
Monday, February 12 Long Range Planning Committee	Monday, February 26
Monday, March 11 Maintenance Committee	Monday, March 25 Ordinance, Rules, Regulations committee
Monday, April 8 Finance committee	Monday, April 22
Monday, May 13	Monday, May 27
CCAC Committee	Personnel Committee
Monday, June 10	Monday, June 24
Local Government Efficiency Committee	Recreation Committee
Monday, July 8 Long Range Planning Committee	Monday, July 22
Monday, August 12 Maintenance Committee	Monday, August 26
Monday, September 9 Ordinances, Rules, Regulations Committee	Monday, September 23
Monday, October 21 (Columbus Day 10/14) Finance Committee	Monday, October 28

## Monday, December 9 Recreation Committee

Personnel Committee

Monday, December 16
(Christmas Day 12/25)

Approved by the Park Board at their Regular Board Meeting.

## Hanover Park Park District March 19, 2024, Bond Referendum Question

On the March 19, 2024, General Election ballot, the Hanover Park Park District Board of Commissioners will request voter approval to issue \$8 million in general obligation bond funding. If approved, funding will support replacement of the original roofs now approaching 50 years on the community center buildings located at 1919 Walnut Avenue, Hanover Park, Illinois. This fact sheet is intended to help you understand the bond referendum, what bond funds will pay for and how this will impact your household before you vote on March 19.

#### What is a Bond Referendum?

A bond referendum is a process that gives voters (living within the Hanover Park Park District limits) the opportunity to authorize the District's request to borrow money for significant community projects. The request is shown as a question on the ballot asking voters to respond "yes" or "no" (see *below*).

Shall the Hanover Park Park District, DuPage and Cook Counties, Illinois, replace the two roofs each of	YFS
which were originally placed in service approximately	IES
50 years ago at both of its community center buildings	
located at 1919 Walnut Avenue in Hanover Park,	
Illinois, which roofs are essential to the operations of	No
the community center which allows for gymnasium	
activities, recreational programing, tennis, pickleball	
and community events, and issue its bonds to the	
amount of \$8,000,000 for the purpose of paying the	
costs thereof?	

Through a referendum, money is borrowed in the form of general obligation (G.O.) bonds, which are a form of long-term debt. The Park District cannot issue G.O. bonds without voter approval. Like a home mortgage, the Park District will repay the G.O. bond principal and interest over a set period. These bond proceeds can only be used for roof replacement.

#### Why is the Park District Holding a Referendum?

Part of the Park District's mission is to provide well-maintained, safe recreational spaces throughout the community, which include the Hanover Park Community Center and other District parks and facilities. "The Community Center needs a new roof." Referendum funding will allow the Park District to continue fulfilling its mission by replacing the roof/s.

#### Hanover Park Park District Community Center

The existing Community Center was opened in 1976. The facility is the core to operations providing for gymnasium activities, recreation programming, tennis, pickleball, and community events. Here are a few more detailed examples of programs and activities:

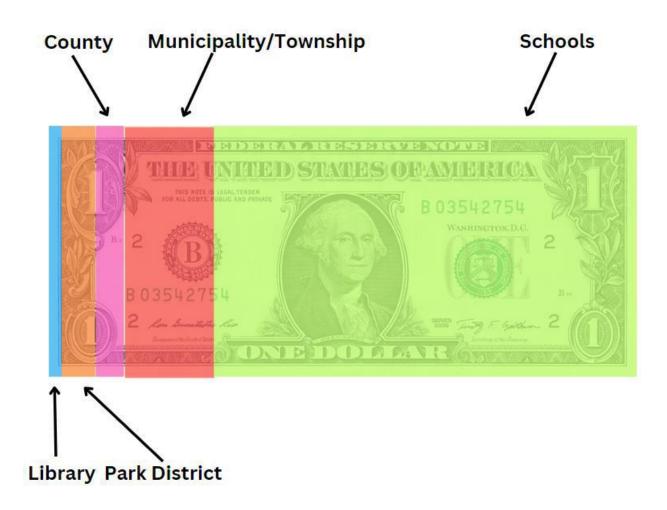
- Theater
- Sports and Splash Day Camp
- · Soccer programs-youth and adult
- · Basketball programs and league-youth
- · Dodgeball league
- · NWSRA gym days and dance events
- · Preschool Gym Days and Graduation
- Dance Program Recital
- Indoor Events (Park District Run)
- · Kids at Hope Event-collab event with other local organizations
- · Lion's Club Breakfast with the Bunny
- · Special Event Rentals: Garba, Family Birthday Parties
- · Athletic Rentals: Local organizations, groups of community members, tournaments

#### The Roof/s

The existing roof/s are fabric with metal trusses or supports. The total coverage area is 65,600 square feet. The material has proven to be durable and cost effective over its 50-year life. However, the current roof is beyond life expectancy and has been subject to deterioration and wear factors resulting in numerous repairs. A replacement roof would reflect improvements in modern material technologies and insulation that would reduce repair and utility costs. Today, fabric roofs are utilized by many public facilities, for example Denver International Airport.

#### **How will the Referendum Impact Property Taxes?**

As shown below, only a small percentage (about 5%) of your total property tax bill goes to the Park District compared to other local taxing agencies.



The referendum question calls for an \$8 million bond issue that would allow the Park District to continue providing the community with this essential recreation facility, for Hanover Park residents in the years to come.

If approved, a Hanover Park homeowner with a property worth \$300,000 (as listed on their tax bill) would pay about \$119 Cook Co. or \$135 DuPage Co. per year.

#### What Happens if the Referendum Does Not Pass?

It is believed the community has received everything it could from the current Center roof/s. It is unknown what useful life remains in these roofs, but the disruption caused by a failure could prevent the use of the Community Center until a referendum could be held.

#### **Next Steps**

The Park District's referendum question will be on the March 19, 2024, election ballot. Should voters approve the referendum, the District will work with its consultants to define financing and construction plans.

Community Center Roof replacement is anticipated to take place during 2024. Any impacts to the 2024 operations will be communicated to residents in advance, but the Park District anticipates the Community Center open for the majority of 2024.

The Hanover Park Park District thanks you for your time and consideration.

If you have any questions or concerns, please contact the Park District's Administrative Office at (630) 837-2468 or visit the Park District's website at **www.hpparks.org**.

#### **RESOLUTION 23-24-13**

# A RESOLUTION APPROVING OF THE NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE HANOVER PARK PARK DISTRICT AND B SPORTS GROUP, LLC

<b>BE IT RESOLVED</b> by the Board of Park Commissioners of the Hanover Park Park District, Cook and DuPage Counties, Illinois, as follows:
<b>SECTION ONE:</b> That the Non-Exclusive License Agreement between the Hanover Park Park District and B Sports Group, LLC dated as of January 22, 2024 (the "Agreement"), for the use of specified parks and facilities, a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.
<b>SECTION TWO:</b> The President and Secretary of the Hanover Park Park District are authorized to sign and attest, respectively, the Agreement on behalf of the Park District.
<b>SECTION THREE: SEVERABILITY.</b> If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.
SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.
<b>SECTION FIVE: EFFECTIVE DATE.</b> This Resolution shall be in full force and effect upon its passage and approval.
ROLL CALL VOTE: AYES: NAYS: ABSENT:
PASSED: January 22, 2024 APPROVED: January 22, 2024
President ATTEST:

Secretary

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Secretary of Hanover Park
Park District, Cook and DuPage Counties, Illinois, and that the foregoing is a true,
omplete and exact copy of Resolution, enacted on January 22, 2024,
nd approved on January 22, 2024, as the same appears from the official records of the
lanover Park Park District.
<del></del>
Secretary

#### NON-EXCLUSIVE LICENSE AGREEMENT

This Non-Exclusive License Agreement (the "Agreement") is entered into as of this 22nd day of January, 2024, by and between the Hanover Park Park District, an Illinois Park District, 1919 Walnut Avenue, Hanover Park, Illinois, 60133 ("Licensor" or the "Park District") and B Sports Group, LLC, an Illinois limited liability company, 12 Don Carlos Drive, Hanover Park, Illinois, 60133 ("Licensee") (collectively, the "Parties").

#### **RECITALS**

- A. Licensor owns property commonly known as Community Park, legally described on Exhibit A-1, with a street address of 1919 Walnut Avenue, Hanover Park, Illinois, which is improved with, among other things, the Hanover Park Park District Community Center, and a lighted cricket field (the "Community Park Cricket Field"); and owns property commonly known as Heritage Park, legally described on Exhibit A-2, with a street address of 5400 Arlington Drive, Hanover Park, Illinois, which is improved with a cricket pitch and field (the "Heritage Park Cricket Field").
- B. Licensee desires to use the Community Park Cricket Field and the Heritage Park Cricket Field (collectively, the "Cricket Fields") for cricket matches and practices of the Licensed Parties (hereinafter defined) on certain dates at certain times, subject to the terms and conditions of this License Agreement.
- **NOW, THEREFORE,** for and in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:
- 1. The foregoing Recitals and the Exhibits attached hereto are expressly incorporated herein by reference and are made a part hereof. In addition, the Hanover Park Park District Athletic Field/Facility Allocation and Usage Policy approved and adopted by the Park District Board of Park Commissioners on December 19, 2023 (the "Athletic Field Usage Policy") (viewable in full on the Park District's web site <a href="https://www.hpparks.com">www.hpparks.com</a>) is expressly incorporated herein by reference and is made a part of this License Agreement. In the event of a conflict between the express terms of this License Agreement and the express terms of the Athletic Field Usage Policy, the terms of this License Agreement shall control, but if this License Agreement is silent on or does not expressly address a matter, the terms of the Athletic Field Usage Policy included herein by reference, shall apply.
- 2. Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee, and to its teams, managers, coaches, umpires, players, players' families, volunteers, invitees, guests and agents, (collectively, "Licensee's Parties") a non-exclusive license for use of the Cricket Fields, including backstops, other protective fencing, team benches, and spectator bleachers presently located or hereafter constructed or installed on or immediately adjoining the Cricket Fields (collectively referred to the "Improvements") for the purpose of holding cricket club matches on the

dates and times set forth on Exhibit B only (and cricket practices by separate request and addendum(s) to be subsequently attached hereto) limited to the dates and times set forth on said addendum(s) hereto (collectively, the "Cricket Club Activities"). The Park District also grants to the Licensee and Licensee's Parties a non-exclusive license for ingress and egress from Walnut Avenue to use the parking lot immediately east of and adjacent to the Community Park Cricket Field (the "Walnut Parking Lot and the parking lot on Northwest Corner of Heritage Park, adjacent to Tennis Courts (the "Heritage Parking Lot") (collectively, the "Parking Lots"), and to and from the said Walnut Parking Lot to the Community Park Cricket Field and its Improvements; and to and from the Heritage Park Lot to the Heritage Park Cricket field and its Improvements, for the purpose of providing and/or attending the Cricket Club Activities, subject to the terms and conditions of this Agreement. The Cricket Fields, the Improvements, and the Parking Lots are collectively referred to herein as the "Licensed Premises".

The Park District shall be entitled to use any of the Cricket Fields and the Licensed Premises whenever the Cricket Fields, or either of them, is not actually being used by the Licensee as permitted under this Agreement. The Licensed Premises may be used by other cricket players, teams and clubs on days not reserved and paid for by the Licensee, and the Park District may enter similar non-exclusive license agreements for use of the Cricket Fields by other cricket clubs and organizations.

3. <u>Term</u>. The term of this Agreement (the "Term") shall be from January 29, 2024 until September 15, 2024, unless sooner terminated as provided for herein, but usage of the Licensed Premises shall not commence until May 1, 2024 and shall end at the end of the Term, subject to satisfaction of the terms of this Agreement.

Use of the Licensed Premises by the Licensee's Parties for the Cricket Club Activities shall be restricted to the cricket fields, days and hours of use set forth on Exhibit B during the Term, and shall be further subject to the terms and conditions herein; provided however, that Licensee shall perform the Repair and Cleanup Work (hereinafter defined) immediately following each time the Licensed Premises or either of the Cricket Fields is used by the Licensee's Parties, or any of them, for any Cricket Club Activities, subject to the terms and conditions herein.

#### 4. Lights and Scheduling Practices.

A. The Park District will endeavor to turn on the cricket field lights for the Community Park Cricket Field on each of said dates listed on Exhibit B for cricket matches (and separately scheduled practices approved of by the Park District as set forth on an addendum or addendums subsequently attached hereto) at the trailing twilight time established by the National Weather Service average for the immediately preceding week (the "Light Turn On Time"). The cricket field lights will be turned off at 11:00 p.m. on each of said nights. In the event Licensee desires to have the lights turned on earlier than the Light Turn On Time on any of said dates, the Licensee shall pay the sum of \$30.00 per hour for said extra light time and shall pay such amount due within ten (10) days of the date of each invoice therefor. In no event shall light time be extended later than 11:00

p.m. In the event any invoice for additional light time is not timely paid, the cricket field lights shall not be turned on earlier than the Light Turn on Time.

- B. Cricket practices may be scheduled on either the Community Park Cricket Field or the Heritage Park Cricket Field with the Park District's Athletic Supervisor on such open dates as may be available and by paying the applicable field usage and light usage fees (if applicable), as set forth on Exhibit B.
- 5. <u>License Fees</u>. The License Fees for the Term for matches and practices shall be \$65 per hour for the hours between 7:00 a.m. and 11:00 p.m.; weekly Field Striping \$25 per week rented out, paid in advance of usage of the Licensed Premises for Cricket Club Activities.

#### 6. Schedule and Payment.

- A. The license fees, light usage fees, and field striping fees for Licensee's cricket matches on the Cricket Fields, dates and times listed on Exhibit B, as calculated on Exhibit C, shall be paid in full to the Park District before February 12, 2024; otherwise, those dates and times tentatively reserved for the Licensee pursuant to an initial lottery that took place on December 12, 2023 will be released, and the tentative reservation of those dates and times for the Licensee shall be cancelled and shall be subject to a special lottery at which the other cricket clubs that participated in the initial lottery shall be eligible to reserve and procure those released dates and times and add them to its or their respective Non-Exclusive License Agreement by an addendum thereto.
- B. Licensee shall submit to the Licensor its requested dates and times for its upcoming practices by April 1, 2024, and the Licensor shall provide the Licensee by April 15, 2024 the approved schedule for Licensee's practice dates and time availability for each practice during the Term, with such dates and times subsequently set forth on an Addendum or Addendums hereto as Exhibit B-2, and license fees therefor as calculated and subsequently attached hereto as Exhibit C-2, which shall be due and payable April 30, 2024; otherwise use of the Cricket Fields, or either of them, for the requested date and times for the practices shall be cancelled. Subsequent practice dates and times may be reserved and paid for as provided herein.
- 7. Communication. The Parties agree to communicate on a timely and regular basis regarding day-to-day program operations and needs, logistics, emergencies, and future plans.
- A. Liaisons. Licensee shall appoint one of its Board members to serve as its Liaison to communicate with the Park District staff for the entire Term. All arrangements, requests, scheduling, invoicing, complaints, and other communications will be made through the liaison. The Park District shall not respond to any requests that have not been funneled through or cleared by the liaison except as provided herein to the contrary. Licensee's liaison shall have no power to encumber funds of, or to create any liability on behalf of the Park District.

- B. Emergency Information. Not later than April 1, 2024, the Parties shall provide to each other on a limited basis, cell-phone numbers of the liaison and agreed-upon individuals to be used for emergency communications.
- C. Medical Emergencies. Licensee shall notify the Park District of any accident or injury to any player, coach, umpire or spectator that results in medical attention being furnished to the injured party, or when paramedics or other first responders are called, within 48 hours of such occurrence.
- D. Pre-season and Pre-Use Inspection of Facilities. Prior to the start of the season, representatives appointed by the Licensee's Board and the Park District Superintendent of Parks & Recreation shall conduct an inspection of the Cricket Fields to be used by the Licensee, making written note of any deficiencies. Prior to each use of a Cricket Field, Licensee shall inspect the Cricket Field and immediately notify the Park District of any safety issues. Licensee shall not use any Cricket Field or Improvements with respect to which any safety issues have been identified and are continuing. The Park District shall not have any responsibility for Licensee's failure to have conducted any of the foregoing inspections.
- E. Calling off Games. The Park District shall endeavor on weekdays to post on its website and on its field condition hotline, the information it has available by 3:00 p.m. each weekday as to the playability of those Cricket Fields scheduled for use. The Park District shall endeavor on weekends to post on its field condition hotline, the information it has available at the time regarding the playability of the Cricket Fields.
- 8. Only the Licensor, and not the Licensee, shall have the authority to determine weather conditions of the Licensed Premises are adequate and the playability of the Community Park Cricket Field and/or the Heritage Park Cricket Field. Licensor has the sole authority to cancel any scheduled matches, practices and dates. Practice cannot be cancelled in advance by the Licensee. Make up of cancelled practices for any other reason shall be determined by the Licensor in its sole discretion, taking into account the Community Park Cricket Field and Heritage Park Cricket Field availability. Make up practice dates/times are not guaranteed. Refunds for any practices cancelled by the Licensor for any reason, which could not be rescheduled and made up, shall be paid by the Licensor to the Licensee after the Term has expired.
- 9. Licensee shall keep the Licensed Premises free from debris during its use thereof or either Cricket Field, and will clean the Licensed Premises and entire area around the Community Park Cricket Field and/or the Heritage Park Cricket Field after each use, and shall repair any damage caused by or otherwise attributable to Licensee or Licensee's Parties immediately following each use of the Cricket Fields, or either of them for Cricket Club Activities (the "Repair and Clean-up Work").
- 10. All parking for Cricket Club Activities for use of the Community Park Cricket Field and/or the Heritage Park Cricket Field, shall comply with all established and posted regulations on adjacent streets and all persons operating motor vehicles on property of

the Park District shall obey all ordinances and written rules governing such operation, and observe any and all posted traffic control signs and traffic control devices in place. At no time shall vehicles be operated or parked on the Cricket Fields, or either of them. Deviations from these driving and parking requirements for special circumstances may be granted in advance and in writing by the Park District subject to such conditions as the Park District may require.

- 11. <u>No Lease</u>. The parties agree that this Agreement confers upon the Licensee only a non-exclusive license and right to use the Licensed Premises upon the terms set forth herein, and that nothing contained herein shall be construed as conveying to Licensee a leasehold interest in the Licensed Premises, or either of the Cricket Fields, or any portion thereof. In the event of default by the Licensee, the Licensor shall not be obligated to bring a forcible entry and detainer action to terminate Licensee's rights hereunder.
- 12. Criminal Background Checks and Sex Offender Registration List Reviews. All Licensee coaches, assistant coaches, managers, applicants (defined below), and all other persons employed, engaged or used by Licensee in connection with the Cricket Club Activities who have or may have access to or control over Licensee's funds and/or who may come into contact with minors upon the Licensed Premises and/or in connection with the Cricket Club Activities shall be subject to annual criminal background checks conducted by Licensee in sufficient advance of the start of the Cricket Season to have results back on or before April 30, 2024. Licensee shall be responsible for obtaining the required authorization to conduct the background check, for maintaining the confidentiality of information provided by each subject of a background check in order for Licensee to conduct the check and for all costs associated with the background check. The Park District shall have no responsibility or liability with respect to any criminal background checks and/or review of sex offender registration lists performed by Licensee, including but not limited to the conduct of the check, the maintenance of the report obtained or the disclosure of the report obtained, or for any malfunction or failure of, or deficiency in, the software used by Licensee. Licensee shall cause its coaches, assistant coaches, managers and other persons subject to a criminal background check hereunder to sign a release authorizing the disclosure of the background check results to Licensee, and Licensee shall follow applicable law with respect to the disclosure of the results of background check and the maintenance thereof. In the event the criminal background check discloses any convictions which would render any coach, assistant coach, manager, or other person ineligible for employment for any park district position pursuant to Section 8-23 of the Park District Code (70 ILCS 1205/8-23), then said coach, assistant coach, manager, and/or other person as the case may be, shall not be permitted to act as coach, assistant coach, and/or manager, or hold any other Licensee position involving interaction and/or contact with minors while on any Licensed Premises and/or connection with the Cricket Club Activities. Not later than April 30, 2024, the Manager of B Sports Group, LLC shall certify to the Park District that Licensee has completed a criminal background check and has reviewed the Sex Offender Registration Lists as required herein and that it shall not permit any ineligible person, as described herein, to act as coach, assistant coach and/or manager or hold any other position involving interaction

and/or contact with minors as provided herein; and shall further certify that no person who has been convicted of theft or any financial crime, shall be given access to Licensee's funds.

Licensee shall review current sex offender registration lists for the municipality and the county in which each coach, assistant coach, manager, applicant for coach, assistant coach, and/or manager ("Applicant"), and all other persons employed, engaged, or used by Licensee in connection with the Cricket Club Activities who may come into contact with minors upon the Licensed Premises and/or in connection with the Cricket Club Activities ("Licensee Agent"), resides ("Sex Offender Registration Lists"). Said review shall be performed sufficiently in advance of the start of the Cricket Season to have results back on or before April 30, 2024.

The Sex Offender Registration Lists shall be kept on file with Licensee. In the event any coach, assistant coach, manager, Applicant and/or Licensee Agent is listed on any Sex Offender Registration List as a "sex offender", "sexual predator" and/or "child sex offender" as those terms are defined in 730 ILCS 150/2 and/or 720 ILCS 5/11-9.3, respectively, then said coach, assistant coach, manager, Applicant, and/or Licensee Agent as the case may be, shall not be permitted to act as coach, assistant coach, and/or manager, or hold any other position involving interaction and/or contact with a minor. Child sex offenders and sexual predators shall be prohibited from entering any Licensed Premises and/or public park building and/or any real property comprising any public park (as defined in Section 11-9.4-1 of the Illinois Criminal Code) and from loitering (as defined in Section 11-9.4-1 of the Illinois Criminal Code) on any public park as provided under Section 11-9.4-1 of the Illinois Criminal Code (720 ILCS 5/11-9.4-1), as amended from time to time, including but not limited to PA97-698, and 97-1109 ("Section 11-9.4-1") and/or as otherwise provided by law.

- 13. <u>Penalty Fees</u>. In lieu of the "3 Strikes Rule" Deposit \$250 set forth in the Athletic Field Use Policy, Licensee will be assessed the following penalty fees for each of the following occurrences:
- A. Any alcohol seen by the Licensor's Staff on the Licensed Premises during Licensee's use of the Licensed Premises, or in the possession of any of Licensee's participants, members, guests or invitees while on the Licensed Premises, including, without limitation, in the either of the Parking Lots, shall result in a penalty of \$500 for a first occurrence. A second such occurrence will result in a penalty of \$1,000. A third or subsequent occurrence shall constituent a default as to which no cure period shall apply, and may result in the Park District terminating this Agreement.
- B. Excessive trash left on the Licensed Premises, or adjacent to the Community Park Cricket Field and/or the Heritage Park Cricket Field, after any Licensee practice shall result in a penalty fee of \$100 per occurrence.

C. Each schedule change initiated at the request of the Licensee or cancellation by the Licensee shall result in a penalty fee of \$25 per occurrence.

Penalty Fees shall be charged by Licensor and shall be in addition to regular license fees and lighting usage fees paid by the Licensee to the Licensor, and shall be paid in full by the Licensee within ten (10) days of receipt of notice that a penalty fee has been imposed. Notwithstanding the Licensor's right to impose said penalty fees, in the event of repeated occurrences, violations, or defaults, Licensee shall have no right to cure the same, and the Licensor shall have the right to terminate the License Agreement, and in such event any paid License Fees shall be forfeited by the Licensee to the Licensor.

- 14. <u>Default</u>. In the event of the failure of Licensee to perform any or all of its duties and obligations under the terms and conditions of this Agreement, and/or to comply with the terms and conditions of the License Agreement, the Park District shall be entitled, in addition to the penalties set forth in paragraph 13, to all remedies available at law and/or equity and shall be entitled to recover its costs in bringing such suit, including its reasonable attorney's fees. In the event Licensee fails to maintain the below described types and minimum amounts of insurance coverages and requirements (collectively, "Insurance Requirements"), the license granted herein shall be immediately suspended during any such insurance default until Licensee complies with the Insurance Requirements and furnishes documentation to the Park District evidencing such compliance (an "Insurance Default Cure Period"). Licensee shall not be entitled to make up or reschedule any matches lost due to any such suspension, nor to any refund of License Fees because of any such suspension during the Insurance Default Cure Period.
- 15. <u>Community Center Room Rental Discount</u>. Provided all License Fees are fully paid and current, and Licensee is not otherwise in default of any material term of this Agreement, Licensee shall be entitled to a 30% discount on any room rental in the Licensor's Community Center for Licensee meetings during the Term. The Licensor will provide up to five (5) tables and fifty (50) chairs at no cost to the Licensee up to two (2) times per calendar year in connection with any such room rental.
- 16. <u>Termination</u>. Notwithstanding any provision herein to the contrary, the Park District may terminate this Agreement and the grant of license herein with or without cause by providing thirty (30) days prior written notice to Licensee regarding same.

#### 17. General Insurance Provisions.

Licensee shall procure and maintain for the duration of the Term (and any extended term, if extended by mutual agreement of the Parties as evidenced by a written amendment to this Agreement) insurance against claims for injuries to persons or damages to property which may arise from or in connection with Cricket Club Activities and/or Licensee's operation or use of the Licensed Premises. The cost of such insurance shall be borne by the Licensee.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

#### A. Coverage shall be at least as broad as:

- i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate limit.
- ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Licensee has no owned autos, hired (Dode 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- iii. Workers' Compensation: as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease, unless Licensee represents and warrants that it has no employees. In the event Licensee represents that it has no employees but later hires any employee or employees during the Term of this Agreement, the Licensee shall immediately obtain such coverage.
- iv. And such other insurance coverage in the types and amounts set forth on the Licensee's Certificate of Insurance coverage attached hereto as Exhibit D.

If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, the Licensor requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Licensor.

#### **B. Other Insurance Provisions:**

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

#### i. Additional Insured Status.

The Hanover Park Park District, its officers, officials, employees, and volunteers, and if the Licensee will be using the Heritage Park Cricket Field for any cricket match, practice of any Cricket Club Activities during the Term, the Kenneyville Elementary School District and its officers, officials, employees and volunteers, are to be covered as additional insureds on the CGL policy with respect to liability arising out of the Cricket Club Activities, or the work performed by or on behalf of the Licensee, including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

#### ii. Primary Coverage.

For any claims related to this Agreement, the Licensee's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Licensor, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Licensor, its officers, officials, employees, or volunteers shall be in excess of the Licensee's insurance and shall not contribute with it.

#### iii. Notice of Cancellation.

Each insurance policy required above shall provide that coverage shall not be cancelled, changed, or modified, except upon not less than ten (10) days prior written notice to the Licensor.

#### iv. Waiver of Subrogation

Licensee hereby grants to Licensor a waiver of any right to subrogation which any insurer of the Licensee may acquire against the Licensor by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Licensor has received a waiver of subrogation endorsement from the insurer.

#### v. Self-Insured Retentions

Self-Insured retentions must be declared to and approved by the Licensor.

#### vi. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Licensor.

#### vii. Verification of Coverage

Licensee shall furnish the Licensor with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), and a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements. All certificates and endorsements are to be received and approved by the Licensor before any Cricket Club Activities commence. However, failure to obtain the required documents prior to the Cricket Club Activities beginning shall not waive the Licensee's obligation to provide them. The Licensor reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.

**viii.** Failure of the Park District to demand such certificates, endorsements or other evidence of full compliance with these insurance requirements, or the failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of any insurance obligations herein.

**ix.** The Park District shall have the right, but not the obligation, of prohibiting the Licensee from occupying and using the Licensed Premises until such certificate is received and approved by the Park District.

#### x. Special Risks or Circumstances

Licensor reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- 18. <u>Indemnification</u>. To the fullest extent permitted by law, the Licensee shall hold harmless, defend and indemnify the Hanover Park Park District and its officers, officials, employees, volunteers and agents from and against all liability, loss, damages and expenses (including but not limited to costs and fees of litigation and legal fees, reasonable attorney and paralegal fees and court costs), of every kind and nature arising out of or in connection with (i) any act, omission, wrongful act or negligence of the Licensee and/or Licensee's Parties, Licensee's contractors, or of anyone acting on behalf of them; (ii) any accident, injury, death, or damage whatsoever occurring, growing out of incident to, or resulting directly or indirectly from the Licensee's Cricket Club Activities and use of the Licensed Premises, whether such loss, damages, injury, death, or liability is contributed by a condition of the Licensed Premises itself or any equipment thereon, (iii) any Cricket Club Activities, or any Repair and Clean-up Work, and/or related activities; and/or (iv) the Licensee's failure to comply with any of its obligations contained in this Agreement, except for such loss or damage which was caused by the sole negligence or the willful misconduct of the Licensor. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. This obligation shall survive the expiration and/or termination of this Agreement.
- 19. <u>Security</u>. The Licensee assumes and exercises full responsibility for the security of the Licensed Premises during all activities contemplated by this Agreement, including but not limited to all Cricket Club Activities. The Licensee shall provide such security for the Licensed Premises at its own cost. In no event shall the Park District be responsible for providing security for any Cricket Club Activities and/or other acts of Licensee's Agents.
- 20. <u>Supervision</u>. The Licensee assumes and exercises full responsibility for the supervision of the Licensee's Parties during the Term of this Agreement. In no event shall the Park District be responsible for supervising any Cricket Club Activities and/or other acts of Licensee or Licensee's Parties.
- 21. <u>Notice</u>. All notices required shall be in writing and shall be given in the following manner:
  - A. By personal delivery of such notice; or
- B. By mailing of such notice to the addresses recited herein by certified mail, return receipt requested. Except as otherwise provided herein, notice served by certified mail, shall be effective on the date of mailing; or

C. By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

Any party shall have the right to designate any other address for notice purposes by written notice to the other party or his attorney in the manner aforesaid. The addresses of the parties are as follows:

If to Licensee:
B Sports Group, LLC
12 Don Carlos Drive
Hanover Park, Illinois, 60133
Attn: Nauman Kahn Azeemi

If to Licensor: Hanover Park Park District 1919 Walnut Avenue Hanover Park, Illinois, 60133 Attn: Stephen Bessette

With required copies to:
Bryan E. Mraz
Bryan E. Mraz & Associates, P.C.
111 East Irving Park Road
Roselle, Illinois 60172
Fax: 630-529-2019

#### 22. Prohibited Uses and Activities.

- A. No alcoholic beverages shall be permitted to be brought upon the Licensed Premises by Licensee or Licensee's Parties.
- B. The Licensee agrees to keep the Licensed Premises and areas within the Community Center adjacent thereto used by any of the Licensee's Parties during any Cricket Club Activities, in a clean, safe, and sanitary condition. The Licensee further agrees that it shall abide by any and all applicable laws, statutes, codes, ordinances, and regulations of the Park District, the Village of Hanover Park, the County of Cook (with respect to Community Park), the County of DuPage (with respect to Heritage Park), the State of Illinois and the United States of America and enforcement and regulatory agencies thereof, which regulate or control the Licensee's use of the Licensed Premises.
- C. Licensee specifically agrees not to use or permit the Licensed Premises to be used for any unlawful and/or immoral purpose and/or business.
- D. Licensee covenants and agrees not to maintain or permit any nuisance on the Licensed Premises which shall be in any manner injurious to or endanger the health, safety and comfort of the persons residing or being upon or in the vicinity thereof.

- E. Licensee covenants and agrees to comply with any rules, regulations and ordinances of the Hanover Park Park District of general applicability to all users of park district property, and/or to the use of the Licensed Premises currently, or hereinafter adopted by the Licensor.
- 23. <u>Licensed Premises Disclaimer</u>. The Licensee expressly acknowledges that the Park District has not made any representations or warranties, express or implied, as to the adequacy, fitness or condition of the Licensed Premises for the purposes set forth herein, or for any other purpose or use, express or implied, by the Licensee. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY AND HABITABILITY ARE HEREBY EXCLUDED. The Licensee accepts use of the Licensed Premises and any improvements thereon in "AS-IS" condition and "WITH ALL FAULTS". The Licensee acknowledges that it has inspected the Licensed Premises and has satisfied itself as to the adequacy, fitness and condition thereof.
- 24. <u>Licensor Board Approval</u>. Notwithstanding any provision herein to the contrary, this Agreement and the grant of license hereunder is expressly contingent on the Licensor's approval of the terms and conditions herein and the grant of license hereunder as evidenced by a Resolution approving of this Non-Exclusive License Agreement duly passed by the Board of Park Commissioners of the Hanover Park Park District.
- Licensee shall make no alterations to the Licensed No Alterations. Premises (other than Repair and Clean Up Work required herein) without the prior written consent of the Park District (the "Approved Alterations"). The Approved Alterations and any Repair and Clean-up Work shall be performed in accordance with all applicable federal, state, and local rules, regulations, statutes, codes, ordinances and laws, and all Licensees performing such work shall further comply with the Insurance Requirements herein. Licensee agrees not to suffer or permit any lien or lien right of any mechanics and/or materialmen to be placed against the Licensed Premises, or any portion thereof. Licensee shall cause any such lien or lien right to be paid and/or removed within thirty (30) days of notice of such lien and/or lien right. In the event Licensee fails to pay or cause such lien to be removed, the Park District may pay same and add the cost of payment and removal of such lien to the license fees due hereunder from Licensee. For any Approved Alterations, Licensee shall provide a Licensee's Sworn Statement and final lien waivers in form customarily used by the Chicago Title and Trust Company from each contractor, subcontractor, supplier and materialmen providing labor and/or materials within fourteen (14) days of demand for same by the Licensor.
- 26. No Third Party Beneficiaries and/or Waiver of Immunities. This License Agreement is entered into solely for the benefit of the contracting parties, and nothing in this License Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and Licensor who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed or interpreted as an express or implied waiver of any common law or statutory immunity and/or privilege of the Park District and/or any of its

officials, park commissioners, officers, employees, volunteers and/or agents as to any claim, cause, cause of action and/or liability of any kind whatsoever, and all such privileges and immunities are hereby reserved.

- 27. Compliance with Laws. Licensee agrees to adhere to all Federal, State, Cook County, Village of Hanover Park, Illinois Department of Public Health ("IDPH"), Illinois Department of Commerce and Economic Opportunity ("DCEO") laws, statutes, ordinances, rules, regulations, Governor's Executive Orders, and guidelines, including but not limited to those relating to the COVID-19 pandemic, that may be in effect and pertain to the use of the Licensed Premises by the Licensee and the Licensee's Parties, including use of the Licensed Premises by the Licensee for its cricket games, matches, practices, and other Cricket Club Activities as in effect and as may be amended throughout the Term of this Agreement.
- 28. Taxes. Licensee acknowledges that the Licensed Premises are currently exempt from all taxes, including, but not limited to, real estate taxes. In the event, however, (a) this License Agreement or the rights granted under this Agreement, (b) any Sub-license Agreement, or other grant of use or assignment by Licensee and/or (c) the use and/or operations of Licensee and/or Licensee's Parties, sub-licensees or assignees, results in a full or partial loss of such real estate tax exemption or in the assessment of real estate taxes and/or a tax on any leasehold and/or sub-leasehold interest, then Licensee agrees to pay any such taxes and/or tax on any such leasehold and/or sub-leasehold interest to the Park District, but reserves the right to appeal such assessment, prior to the due date therefore for each tax year this Agreement remains in effect, including any and all extensions and/or renewals thereof. This obligation shall survive the expiration and/or termination of this Agreement.

#### 29. Miscellaneous.

- A. The parties agree that no change or modification to this Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement.
- B. The parties agree that the titles of the items of this Agreement, hereinabove set forth, are for convenience of identification only and shall not be considered for any other purpose.
- C. This Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois, and the exclusive venue for purposes of enforcement of this Agreement shall be the Circuit Court of Cook County, Illinois.
- D. The parties agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.

E. Licensee shall not assign prior written approval of Licensor, which Licen discretion.	any rights granted hereunder without the sor may withhold in its sole and absolute
Licensee:	Licensor:
B Sports Group, LLC	Hanover Park Park District
By: Printed Name: Its Manager	By:President
	Attest:
	Assistant Secretary

# **INDEX OF EXHIBITS**

A-1	Legal Description for Community Park
A-2	Legal Description for Heritage Park
В	Cricket Fields, Days and Hours of Use for Cricket Matches
С	LICENSE FEE CALCULATION
D	Licensee's Certificate of Insurance

# **EXHIBIT A-1**

# LEGAL DESCRIPTION FOR COMMUNITY PARK

THE NORTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### **EXHIBIT A-2**

#### LEGAL DESCRIPTION FOR HERITAGE PARK

LOTS 108 AND 109 IN FARMINGTON UNIT ONE PHASE II, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 18, 1988, AS DOCUMENT R88-092775, IN DUPAGE COUNTY, ILLINOIS.

# **EXHIBIT B**

# CRICKET FIELDS, DAYS AND HOURS OF USE FOR LICENSEE'S CRICKET MATCHES

# **Community Park Field 2024 dates and times**

9 am – 1:30 pm June 1,8,15,22,29 July 6,13,20,27 August 3,10,17,24,31 September 1,2

# **EXHIBIT C**

# LICENSE FEE CALCULATION FOR TEAM

#### **Field Rentals**

Community Park
Cricket Field Rental | \$72 per hour
Lights an additional | \$39 an hour

Athletic Rentals that book more than 10 days in one season will receive a 10% discount off the total.

#### 2024 Total Fees For B Sports Group

Community Park without lights: 72 hours=\$5,184
Total: \$5,814
10% Discount: -\$518.40

Total amount due: \$4,665.60

# EXHIBIT D

ATTACH COPY OF LICENSEE'S CERTIFICATE OF INSURANCE

# **RESOLUTION 23-24-14**

# A RESOLUTION APPROVING OF THE NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE HANOVER PARK PARK DISTRICT AND CASO CRICKET LEAGUE, INC.

<b>BE IT RESOLVED</b> by the Board of Park Commissioners of the Hanover Park Park District, Cook and DuPage Counties, Illinois, as follows:		
<b>SECTION ONE:</b> That the Non-Exclusive License Agreement between the Hanover Park Park District and Caso Cricket League, Inc. dated as of January 22, 2024 (the "Agreement"), for the use of specified parks and facilities, a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.		
<b>SECTION TWO:</b> The President and Secretary of the Hanover Park Park District are authorized to sign and attest, respectively, the Agreement on behalf of the Park District.		
<b>SECTION THREE: SEVERABILITY.</b> If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.		
<b>SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS.</b> All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.		
<b>SECTION FIVE: EFFECTIVE DATE.</b> This Resolution shall be in full force and effect upon its passage and approval.		
ROLL CALL VOTE: AYES: NAYS: ABSENT:		
PASSED: January 22, 2024 APPROVED: January 22, 2024		
ATTEST:		

Secretary

# CERTIFICATION

I, the undersigned, do hereby certify that I am the Secretary of Hanover Park
Park District, Cook and DuPage Counties, Illinois, and that the foregoing is a true,
omplete and exact copy of Resolution, enacted on January 22, 2024,
nd approved on January 22, 2024, as the same appears from the official records of the
lanover Park Park District.
<del></del>
Secretary

#### NON-EXCLUSIVE LICENSE AGREEMENT

This Non-Exclusive License Agreement (the "Agreement") is entered into as of this 22nd day of January, 2024, by and between the Hanover Park Park District, an Illinois Park District, 1919 Walnut Avenue, Hanover Park, Illinois, 60133 ("Licensor" or the "Park District") and CASO Cricket League, Inc., an Illinois not-for-profit corporation, 208 bull Lane, Bolingbrook, Illinois, 60133 ("Licensee" or "CASO") (collectively, the "Parties").

#### **RECITALS**

- A. Licensor owns property commonly known as Community Park, legally described on Exhibit A-1, with a street address of 1919 Walnut Avenue, Hanover Park, Illinois, which is improved with, among other things, the Hanover Park Park District Community Center, and a lighted cricket field (the "Community Park Cricket Field"); and owns property commonly known as Heritage Park, legally described on Exhibit A-2, with a street address of 5400 Arlington Drive, Hanover Park, Illinois, which is improved with a cricket pitch and field (the "Heritage Park Cricket Field").
- B. Licensee desires to use the Community Park Cricket Field and the Heritage Park Cricket Field (collectively, the "Cricket Fields") for cricket matches and practices of the Licensed Parties (hereinafter defined) on certain dates at certain times, subject to the terms and conditions of this License Agreement.
- **NOW, THEREFORE,** for and in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:
- 1. The foregoing Recitals and the Exhibits attached hereto are expressly incorporated herein by reference and are made a part hereof. In addition, the Hanover Park Park District Athletic Field/Facility Allocation and Usage Policy approved and adopted by the Park District Board of Park Commissioners on December 19, 2023 (the "Athletic Field Usage Policy") (viewable in full on the Park District's web site <a href="https://www.hpparks.com">www.hpparks.com</a>) is expressly incorporated herein by reference and is made a part of this License Agreement. In the event of a conflict between the express terms of this License Agreement and the express terms of the Athletic Field Usage Policy, the terms of this License Agreement shall control, but if this License Agreement is silent on or does not expressly address a matter, the terms of the Athletic Field Usage Policy included herein by reference, shall apply.
- 2. Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee, and to its teams, managers, coaches, umpires, players, players' families, volunteers, invitees, guests and agents, (collectively, "Licensee's Parties") a non-exclusive license for use of the Cricket Fields, including backstops, other protective fencing, team benches, and spectator bleachers presently located or hereafter constructed or installed on or immediately adjoining the Cricket Fields (collectively referred to the "Improvements") for the purpose of holding cricket club matches on the

dates and times set forth on Exhibit B only (and cricket practices by separate request and addendum(s) to be subsequently attached hereto) limited to the dates and times set forth on said addendum(s) hereto (collectively, the "Cricket Club Activities"). The Park District also grants to the Licensee and Licensee's Parties a non-exclusive license for ingress and egress from Walnut Avenue to use the parking lot immediately east of and adjacent to the Community Park Cricket Field (the "Walnut Parking Lot"), and the parking lot on Northwest Corner of Heritage Park, adjacent to Tennis Courts (the "Heritage Parking Lot") (collectively, the "Parking Lots"), and to and from the said Walnut Parking Lot to the Community Center Cricket Fields and its Improvements; and to and from the Heritage Parking Lot to the Heritage Park Cricket Field and its Improvements, for the purpose of providing and/or attending the Cricket Club Activities, subject to the terms and conditions of this Agreement. The Cricket Fields, the Improvements, and the Parking Lots are collectively referred to herein as the "Licensed Premises".

The Park District shall be entitled to use any of the Cricket Fields and the Licensed Premises whenever the Cricket Fields, or either of them, is not actually being used by the Licensee as permitted under this Agreement. The Licensed Premises may be used by other cricket players, teams and clubs on days not reserved and paid for by the Licensee, and the Park District may enter similar non-exclusive license agreements for use of the Cricket Fields by other cricket clubs and organizations.

3. <u>Term</u>. The term of this Agreement (the "Term") shall be from January 29, 2024 until September 15, 2024, unless sooner terminated as provided for herein, but usage of the Licensed Premises shall not commence until May 1, 2024, and shall end at the end of the Term, subject to satisfaction of the terms of this Agreement.

Use of the Licensed Premises by the Licensee's Parties for the Cricket Club Activities shall be restricted to the cricket fields, days and hours of use set forth on Exhibit B during the Term, and shall be further subject to the terms and conditions herein; provided however, that Licensee shall perform the Repair and Cleanup Work (hereinafter defined) immediately following each time the Licensed Premises or either of the Cricket Fields is used by the Licensee's Parties, or any of them, for any Cricket Club Activities, subject to the terms and conditions herein.

#### 4. Lights and Scheduling Practices.

A. The Park District will endeavor to turn on the cricket field lights for the Community Park Cricket Field on each of said dates listed on Exhibit B for cricket matches (and separately scheduled practices approved of by the Park District as set forth on an addendum or addendums subsequently attached hereto) at the trailing twilight time established by the National Weather Service average for the immediately preceding week (the "Light Turn On Time"). The cricket field lights will be turned off at 11:00 p.m. on each of said nights. In the event Licensee desires to have the lights turned on earlier than the Light Turn On Time on any of said dates, the Licensee shall pay the sum of \$30.00 per hour for said extra light time and shall pay such amount due within ten (10) days of the date of each invoice therefor. In no event shall light time be extended later than 11:00

p.m. In the event any invoice for additional light time is not timely paid, the cricket field lights shall not be turned on earlier than the Light Turn on Time.

- B. Cricket practices may be scheduled on either the Community Park Cricket Field or the Heritage Park Cricket Field with the Park District's Athletic Supervisor on such open dates as may be available and by paying the applicable field usage and light usage fees (if applicable), as set forth on Exhibit B.
- 5. <u>License Fees</u>. The License Fees for the Term for matches and practices shall be \$65 per hour for the hours between 7:00 a.m. and 11:00 p.m.; weekly Field Striping \$25 per week rented out, paid in advance of usage of the Licensed Premises for Cricket Club Activities

#### 6. Schedule and Payment.

- A. The license fees, light usage fees, and field striping fees for Licensee's cricket matches on the Cricket Fields, dates and times listed on Exhibit B, as calculated on Exhibit C, shall be paid in full to the Park District before February 12, 2024; otherwise, those dates and times tentatively reserved for the Licensee pursuant to an initial lottery that took place on December 12, 2023 will be released, and the tentative reservation of those dates and times for the Licensee shall be cancelled and shall be subject to a second lottery at which the other cricket clubs that participated in the initial lottery shall be eligible to reserve and procure those released dates and times and add them to its or their respective Non-Exclusive License Agreement by an addendum thereto.
- B. Licensee shall submit to the Licensor its requested dates and times for its upcoming practices by April 1, 2024, and the Licensor shall provide the Licensee by May 1, 2024 the approved schedule for Licensee's practice dates and time availability for each practice during the Term, with such dates and times subsequently set forth on an Addendum or Addendums to be attached hereto as Exhibit B-2, and license fees therefor as calculated as subsequently attached hereto as Exhibit C-2, which shall be due and payable by April 30, 2024, otherwise use of the Cricket Fields, or either of them, for the requested dates and times for practices shall be cancelled. Subsequent practice dates and times may be reserved and paid for as provided herein.
- 7. Communication. The Parties agree to communicate on a timely and regular basis regarding day-to-day program operations and needs, logistics, emergencies, and future plans.
- A. Liaisons. Licensee shall appoint one of its Board members to serve as its Liaison to communicate with the Park District staff for the entire Term. All arrangements, requests, scheduling, invoicing, complaints, and other communications will be made through the liaison. The Park District shall not respond to any requests that have not been funneled through or cleared by the liaison except as provided herein to the contrary. Licensee's liaison shall have no power to encumber funds of, or to create any liability on behalf of the Park District.

- B. Emergency Information. Not later than April 1, 2024, the Parties shall provide to each other on a limited basis, cell-phone numbers of the liaison and agreed-upon individuals to be used for emergency communications.
- C. Medical Emergencies. Licensee shall notify the Park District of any accident or injury to any player, coach, umpire or spectator that results in medical attention being furnished to the injured party, or when paramedics or other first responders are called, within 48 hours of such occurrence.
- D. Pre-season and Pre-Use Inspection of Facilities. Prior to the start of the season, representatives appointed by the Licensee's Board and the Park District Superintendent of Parks & Recreation shall conduct an inspection of the Cricket Fields to be used by the Licensee, making written note of any deficiencies. Prior to each use of a Cricket Field, Licensee shall inspect the Cricket Field and immediately notify the Park District of any safety issues. Licensee shall not use any Cricket Field or Improvements with respect to which any safety issues have been identified and are continuing. The Park District shall not have any responsibility for Licensee's failure to have conducted any of the foregoing inspections.
- E. Calling off Games. The Park District shall endeavor on weekdays to post on its website and on its field condition hotline, the information it has available by 3:00 p.m. each weekday as to the playability of those Cricket Fields scheduled for use. The Park District shall endeavor on weekends to post on its field condition hotline, the information it has available at the time regarding the playability of the Cricket Fields.
- 8. Only the Licensor, and not the Licensee, shall have the authority to determine weather conditions of the Licensed Premises are adequate and the playability of the Community Park Cricket Field and/or the Heritage Park Cricket Field. Licensor has the sole authority to cancel any scheduled matches, practices and dates. Practice cannot be cancelled in advance by the Licensee. Make up of cancelled practices for any other reason shall be determined by the Licensor in its sole discretion, taking into account the Community Park Cricket Field and Heritage Park Cricket Field availability. Make up practice dates/times are not guaranteed. Refunds for any practices cancelled by the Licensor for any reason, which could not be rescheduled and made up, shall be paid by the Licensor to the Licensee after the Term has expired.
- 9. Licensee shall keep the Licensed Premises free from debris during its use thereof or either Cricket Field, and will clean the Licensed Premises and entire area around the Community Park Cricket Field and/or the Heritage Park Cricket Field after each use, and shall repair any damage caused by or otherwise attributable to Licensee or Licensee's Parties immediately following each use of the Cricket Fields, or either of them for Cricket Club Activities (the "Repair and Clean-up Work").
- 10. All parking for Cricket Club Activities for use of the Community Park Cricket Field and/or the Heritage Park Cricket Field, shall comply with all established and posted regulations on adjacent streets and all persons operating motor vehicles on property of

the Park District shall obey all ordinances and written rules governing such operation, and observe any and all posted traffic control signs and traffic control devices in place. At no time shall vehicles be operated or parked on the Cricket Fields, or either of them. Deviations from these driving and parking requirements for special circumstances may be granted in advance and in writing by the Park District subject to such conditions as the Park District may require.

- 11. <u>No Lease</u>. The parties agree that this Agreement confers upon the Licensee only a non-exclusive license and right to use the Licensed Premises upon the terms set forth herein, and that nothing contained herein shall be construed as conveying to Licensee a leasehold interest in the Licensed Premises, or either of the Cricket Fields, or any portion thereof. In the event of default by the Licensee, the Licensor shall not be obligated to bring a forcible entry and detainer action to terminate Licensee's rights hereunder.
- 7. <u>Penalty Fees</u>. In lieu of the "3 Strikes Rule" Deposit \$250 set forth in the Athletic Field Use Policy, Licensee will be assessed the following penalty fees for each of the following occurrences:
- A. Any alcohol seen by the Licensor's Staff on the Licensed Premises during Licensee's use of the Licensed Premises, or in the possession of any of Licensee's participants, members, guests or invitees while on the Licensed Premises, including, without limitation, in the either of the Parking Lots, shall result in a penalty of \$500 for a first occurrence. A second such occurrence will result in a penalty of \$1,000. A third or subsequent occurrence shall constituent a default as to which no cure period shall apply, and may result in the Park District terminating this Agreement.
- B. Excessive trash left on the Licensed Premises, or adjacent to the Community Park Cricket Field and/or the Heritage Park Cricket Field, after any Licensee practice shall result in a penalty fee of \$100 per occurrence.
- C. Each schedule change initiated at the request of the Licensee or cancellation by the Licensee shall result in a penalty fee of \$25 per occurrence.

Penalty Fees shall be charged by Licensor and shall be in addition to regular license fees and lighting usage fees paid by the Licensee to the Licensor, and shall be paid in full by the Licensee within ten (10) days of receipt of notice that a penalty fee has been imposed. Notwithstanding the Licensor's right to impose said penalty fees, in the event of repeated occurrences, violations, or defaults, Licensee shall have no right to cure the same, and the Licensor shall have the right to terminate the License Agreement, and in such event any paid License Fees shall be forfeited by the Licensee to the Licensor.

13. <u>Default</u>. In the event of the failure of Licensee to perform any or all of its duties and obligations under the terms and conditions of this Agreement, and/or to comply with the terms and conditions of the License Agreement, the Park District shall be entitled, in addition to the penalties set forth in paragraph 12, to all remedies available at law and/or

equity and shall be entitled to recover its costs in bringing such suit, including its reasonable attorney's fees. In the event Licensee fails to maintain the below described types and minimum amounts of insurance coverages and requirements (collectively, "Insurance Requirements"), the license granted herein shall be immediately suspended during any such insurance default until Licensee complies with the Insurance Requirements and furnishes documentation to the Park District evidencing such compliance (an "Insurance Default Cure Period"). Licensee shall not be entitled to make up or reschedule any matches lost due to any such suspension, nor to any refund of License Fees because of any such suspension during the Insurance Default Cure Period.

- 14. Provided all License Fees are fully paid and current, and Licensee is not otherwise in default of any material term of this Agreement, Licensee shall be entitled to a 30% discount on any room rental in the Licensor's Community Center for Licensee meetings during the Term. The Licensor will provide up to five (5) tables and fifty (50) chairs at no cost to the Licensee up to two (2) times per calendar year in connection with any such room rental.
- 15. <u>Termination</u>. Notwithstanding any provision herein to the contrary, the Park District may terminate this Agreement and the grant of license herein with or without cause by providing thirty (30) days prior written notice to Licensee regarding same.

#### 16. General Insurance Provisions.

Licensee shall procure and maintain for the duration of the Term (and any extended term, if extended by mutual agreement of the Parties as evidenced by a written amendment to this Agreement) insurance against claims for injuries to persons or damages to property which may arise from or in connection with Cricket Club Activities and/or Licensee's operation or use of the Licensed Premises. The cost of such insurance shall be borne by the Licensee.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

A. Coverage shall be at least as broad as:

- i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate limit.
- ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Licensee has no owned autos, hired (Dode 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

- iii. **Workers' Compensation:** as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease, unless Licensee represents and warrants that it has no employees. In the event Licensee represents that it has no employees but later hires any employee or employees during the Term of this Agreement, the Licensee shall immediately obtain such coverage.
- iv. And such other insurance coverage in the types and amounts set forth on the Licensee's Certificate of Insurance coverage attached hereto as Exhibit D.

If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, the Licensor requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Licensor.

#### **B.** Other Insurance Provisions:

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

#### i. Additional Insured Status.

The Hanover Park Park District, its officers, officials, employees, and volunteers, and if the Licensee will be using the Heritage Park Cricket Field for any cricket match, practice of any Cricket Club Activities during the Term, the Kenneyville Elementary School District and its officers, officials, employees and volunteers, are to be covered as additional insureds on the CGL policy with respect to liability arising out of the Cricket Club Activities, or the work performed by or on behalf of the Licensee, including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

# ii. Primary Coverage.

For any claims related to this Agreement, the Licensee's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Licensor, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Licensor, its officers, officials, employees, or volunteers shall be in excess of the Licensee's insurance and shall not contribute with it.

#### iii. Notice of Cancellation.

Each insurance policy required above shall provide that coverage shall not be cancelled, changed, or modified, except upon not less than ten (10) days prior written notice to the Licensor.

#### iv. Waiver of Subrogation

Licensee hereby grants to Licensor a waiver of any right to subrogation which any insurer of the Licensee may acquire against the Licensor by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Licensor has received a waiver of subrogation endorsement from the insurer.

#### v. Self-Insured Retentions

Self-Insured retentions must be declared to and approved by the Licensor.

#### vi. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Licensor.

#### vii. Verification of Coverage

Licensee shall furnish the Licensor with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), and a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements. All certificates and endorsements are to be received and approved by the Licensor before any Cricket Club Activities commence. However, failure to obtain the required documents prior to the Cricket Club Activities beginning shall not waive the Licensee's obligation to provide them. The Licensor reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.

**viii.** Failure of the Park District to demand such certificates, endorsements or other evidence of full compliance with these insurance requirements, or the failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of any insurance obligations herein.

**ix.** The Park District shall have the right, but not the obligation, of prohibiting the Licensee from occupying and using the Licensed Premises until such certificate is received and approved by the Park District.

#### x. Special Risks or Circumstances

Licensor reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

17. Indemnification. To the fullest extent permitted by law, the Licensee shall hold harmless, defend and indemnify the Hanover Park Park District and its officers, officials, employees, volunteers and agents from and against all liability, loss, damages and expenses (including but not limited to costs and fees of litigation and legal fees, reasonable attorney and paralegal fees and court costs), of every kind and nature arising out of or in connection with (i) any act, omission, wrongful act or negligence of the Licensee and/or Licensee's Parties, Licensee's contractors, or of anyone acting on behalf of them; (ii) any accident, injury, death, or damage whatsoever occurring, growing out of

incident to, or resulting directly or indirectly from the Licensee's Cricket Club activities and use of the Licensed Premises, whether such loss, damages, injury, death, or liability is contributed by a condition of the Licensed Premises itself or any equipment thereon, (iii) any Cricket Club Activities, or any Repair and Clean-up Work, and/or related activities; and/or (iv) the Licensee's failure to comply with any of its obligations contained in this Agreement, except for such loss or damage which was caused by the sole negligence or the willful misconduct of the Licensor. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. This obligation shall survive the expiration and/or termination of this Agreement.

- 18. <u>Security</u>. The Licensee assumes and exercises full responsibility for the security of the Licensed Premises during all activities contemplated by this Agreement, including but not limited to all Cricket Club Activities. The Licensee shall provide such security for the Licensed Premises at its own cost. In no event shall the Park District be responsible for providing security for any Cricket Club Activities and/or other acts of Licensee's Agents.
- 19. <u>Supervision</u>. The Licensee assumes and exercises full responsibility for the supervision of the Licensee's Parties during the Term of this Agreement. In no event shall the Park District be responsible for supervising any Cricket Club Activities and/or other acts of Licensee or Licensee's Parties.
- 20. <u>Notice</u>. All notices required shall be in writing and shall be given in the following manner:
  - A. By personal delivery of such notice; or
- B. By mailing of such notice to the addresses recited herein by certified mail, return receipt requested. Except as otherwise provided herein, notice served by certified mail, shall be effective on the date of mailing; or
- C. By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

Any party shall have the right to designate any other address for notice purposes by written notice to the other party or his attorney in the manner aforesaid. The addresses of the parties are as follows:

If to Licensee:

MWCC Sports League and Academy 1236 Laura Lane

Woodridge, Illinois, 60517

Attn: Khurram Anwar, Registered Agent

If to Licensor: Hanover Park Park District 1919 Walnut Avenue

Hanover Park, Illinois, 60133

With required copies to:

Attn: Stephen Bessette

Bryan E. Mraz

Bryan E. Mraz & Associates, P.C.

111 East Irving Park Road Roselle. Illinois 60172

Fax: 630-529-2019

#### 21. Prohibited Uses and Activities.

- A. No alcoholic beverages shall be permitted to be brought upon the Licensed Premises by Licensee or Licensee's Parties.
- B. The Licensee agrees to keep the Licensed Premises and areas within the Community Center adjacent thereto used by any of the Licensee's Parties during any Cricket Club Activities, in a clean, safe, and sanitary condition. The Licensee further agrees that it shall abide by any and all applicable laws, statutes, codes, ordinances, and regulations of the Park District, the Village of Hanover Park, the County of Cook (with respect to Community Park), the County of DuPage (with respect to Heritage Park), the State of Illinois and the United States of America and enforcement and regulatory agencies thereof, which regulate or control the Licensee's use of the Licensed Premises.
- C. Licensee specifically agrees not to use or permit the Licensed Premises to be used for any unlawful and/or immoral purpose and/or business.
- D. Licensee covenants and agrees not to maintain or permit any nuisance on the Licensed Premises which shall be in any manner injurious to or endanger the health, safety and comfort of the persons residing or being upon or in the vicinity thereof.
- E. Licensee covenants and agrees to comply with any rules, regulations and ordinances of the Hanover Park Park District of general applicability to all users of park district property, and/or to the use of the Licensed Premises currently, or hereinafter adopted by the Licensor.
- 22. <u>Licensed Premises Disclaimer</u>. The Licensee expressly acknowledges that the Park District has not made any representations or warranties, express or implied, as to the adequacy, fitness or condition of the Licensed Premises for the purposes set forth herein, or for any other purpose or use, express or implied, by the Licensee. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY AND HABITABILITY ARE

HEREBY EXCLUDED. The Licensee accepts use of the Licensed Premises and any improvements thereon in "AS-IS" condition and "WITH ALL FAULTS". The Licensee acknowledges that it has inspected the Licensed Premises and has satisfied itself as to the adequacy, fitness and condition thereof.

- 23. <u>Licensor Board Approval</u>. Notwithstanding any provision herein to the contrary, this Agreement and the grant of license hereunder is expressly contingent on the Licensor's approval of the terms and conditions herein and the grant of license hereunder as evidenced by a Resolution approving of this Non-Exclusive License Agreement duly passed by the Board of Park Commissioners of the Hanover Park Park District.
- 24. No Alterations. Licensee shall make no alterations to the Licensed Premises (other than Repair and Clean Up Work required herein) without the prior written consent of the Park District (the "Approved Alterations"). The Approved Alterations and any Repair and Clean-up Work shall be performed in accordance with all applicable federal, state, and local rules, regulations, statutes, codes, ordinances and laws, and all Licensees performing such work shall further comply with the Insurance Requirements herein. Licensee agrees not to suffer or permit any lien or lien right of any mechanics and/or materialmen to be placed against the Licensed Premises, or any portion thereof. Licensee shall cause any such lien or lien right to be paid and/or removed within thirty (30) days of notice of such lien and/or lien right. In the event Licensee fails to pay or cause such lien to be removed, the Park District may pay same and add the cost of payment and removal of such lien to the license fees due hereunder from Licensee. For any Approved Alterations, Licensee shall provide a Licensee's Sworn Statement and final lien waivers in form customarily used by the Chicago Title and Trust Company from each contractor, subcontractor, supplier and materialmen providing labor and/or materials within fourteen (14) days of demand for same by the Licensor.
- 25. No Third Party Beneficiaries and/or Waiver of Immunities. This License Agreement is entered into solely for the benefit of the contracting parties, and nothing in this License Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and Licensor who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed or interpreted as an express or implied waiver of any common law or statutory immunity and/or privilege of the Park District and/or any of its officials, park commissioners, officers, employees, volunteers and/or agents as to any claim, cause, cause of action and/or liability of any kind whatsoever, and all such privileges and immunities are hereby reserved.
- 26. <u>Compliance with Laws</u>. Licensee agrees to adhere to all Federal, State, Cook County, Village of Hanover Park, Illinois Department of Public Health ("IDPH"), Illinois Department of Commerce and Economic Opportunity ("DCEO") laws, statutes, ordinances, rules, regulations, Governor's Executive Orders, and guidelines, including but not limited to those relating to the COVID-19 pandemic, that may be in effect and pertain to the use of the Licensed Premises by the Licensee and the Licensee's Parties,

including use of the Licensed Premises by the Licensee for its cricket games, matches, practices, and other Cricket Club Activities as in effect and as may be amended throughout the Term of this Agreement.

27. Taxes. Licensee acknowledges that the Licensed Premises are currently exempt from all taxes, including, but not limited to, real estate taxes. In the event, however, (a) this License Agreement or the rights granted under this Agreement, (b) any Sub-license Agreement, or other grant of use or assignment by Licensee and/or (c) the use and/or operations of Licensee and/or Licensee's Parties, sub-licensees or assignees, results in a full or partial loss of such real estate tax exemption or in the assessment of real estate taxes and/or a tax on any leasehold and/or sub-leasehold interest, then Licensee agrees to pay any such taxes and/or tax on any such leasehold and/or sub-leasehold interest to the Park District, but reserves the right to appeal such assessment, prior to the due date therefore for each tax year this Agreement remains in effect, including any and all extensions and/or renewals thereof. This obligation shall survive the expiration and/or termination of this Agreement.

#### 28. Miscellaneous.

- A. The parties agree that no change or modification to this Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement.
- B. The parties agree that the titles of the items of this Agreement, hereinabove set forth, are for convenience of identification only and shall not be considered for any other purpose.
- C. This Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois, and the exclusive venue for purposes of enforcement of this Agreement shall be the Circuit Court of Cook County, Illinois.
- D. The parties agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.
- E. Licensee shall not assign any rights granted hereunder without the prior written approval of Licensor, which Licensor may withhold in its sole and absolute discretion.

Licensee: Caso Cricket, Inc.	Licensor: Hanover Park Park District
By: Printed Name: Its President	By: President
Attest:	Attest:
Printed Name: Its Secretary	Assistant Secretary

# **INDEX OF EXHIBITS**

A-1	Legal Description for Community Park
A-2	Legal Description for Heritage Park
В	Cricket Fields, Days and Hours of Use for Cricket Matches
С	LICENSE FEE CALCULATION
D	Licensee's Certificate of Insurance

# **EXHIBIT A-1**

# LEGAL DESCRIPTION FOR COMMUNITY PARK

THE NORTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### **EXHIBIT A-2**

#### LEGAL DESCRIPTION FOR HERITAGE PARK

LOTS 108 AND 109 IN FARMINGTON UNIT ONE PHASE II, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 18, 1988, AS DOCUMENT R88-092775, IN DUPAGE COUNTY, ILLINOIS.

#### **EXHIBIT B**

# CRICKET FIELDS, DAYS AND HOURS OF USE FOR LICENSEE'S CRICKET MATCHES

#### **Community Park Field 2024 dates and times**

9 am-11 pm April 28 May 4,5,11,12,18,19 June 23 July 14, 21, 28 August 4, 25 September 8, 29

2-11 pm June 1, 8, 15 July 13, 20, 27 August 24

6:30-11 pm May 21, 22,28, 29, 30 June 3,11,12,13,14,21,24, 25, 26, 27, 28 July 1,2,5,8,16,17,18,26,29,30,31 August 1,2,5,13,14,15,16,27,28,29 September 9,10,11,12,13,16,20,23,24,25,26

#### **Heritage Park Field 2024 dates and times**

9 am – 6 pm May 5, 12, 19, 26 June 2, 9, 16, 23, 30 July 7, 14, 21, 28 August 4, 11, 18, 25 September 1, 8, 15, 22, 29

#### **EXHIBIT C**

#### LICENSE FEE CALCULATION FOR TEAM

#### **Field Rentals**

Community Park
Cricket Field Rental | \$72 per hour
Lights an additional | \$39 an hour

Heritage Park
Cricket Field Rental | \$35 per hour

Athletic Rentals that book more than 10 days in one season will receive a 10% discount off the total.

#### **2024 Total Fees For CASO**

Community Park without lights: 351 hours=\$25,272
Community Park with lights: 138 hours=\$15,318
Heritage Park without lights: 198 hours=\$6,930
Total: \$47,520
10% Discount: -\$4,752
Total amount due: \$42,768

# EXHIBIT D

ATTACH COPY OF LICENSEE'S CERTIFICATE OF INSURANCE

#### NON-EXCLUSIVE LICENSE AGREEMENT

This Non-Exclusive License Agreement (the "Agreement") is entered into as of this 22nd day of January, 2024, by and between the Hanover Park Park District, an Illinois Park District, 1919 Walnut Avenue, Hanover Park, Illinois, 60133 ("Licensor" or the "Park District") and MWCC Sports League and Academy, an Illinois not-for-profit corporation doing business under the assumed name Midwest Cricket Conference, 1236 Laura Lane, Woodridge, Illinois, 60517 ("Licensee") (collectively, the "Parties").

#### **RECITALS**

- A. Licensor owns property commonly known as Community Park, legally described on Exhibit A-1, with a street address of 1919 Walnut Avenue, Hanover Park, Illinois, which is improved with, among other things, the Hanover Park Park District Community Center, and a lighted cricket field (the "Community Park Cricket Field"); and owns property commonly known as Heritage Park, legally described on Exhibit A-2, with a street address of 5400 Arlington Drive, Hanover Park, Illinois, which is improved with a cricket pitch and field (the "Heritage Park Cricket Field").
- B. Licensee desires to use the Community Park Cricket Field and the Heritage Park Cricket Field (collectively, the "Cricket Fields") for cricket matches and practices of the Licensed Parties (hereinafter defined) on certain dates at certain times, subject to the terms and conditions of this License Agreement.
- **NOW, THEREFORE,** for and in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:
- 1. The foregoing Recitals and the Exhibits attached hereto are expressly incorporated herein by reference and are made a part hereof. In addition, the Hanover Park Park District Athletic Field/Facility Allocation and Usage Policy approved and adopted by the Park District Board of Park Commissioners on December 19, 2023 (the "Athletic Field Usage Policy") (viewable in full on the Park District's web site <a href="https://www.hpparks.com">www.hpparks.com</a>) is expressly incorporated herein by reference and is made a part of this License Agreement. In the event of a conflict between the express terms of this License Agreement and the express terms of the Athletic Field Usage Policy, the terms of this License Agreement shall control, but if this License Agreement is silent on or does not expressly address a matter, the terms of the Athletic Field Usage Policy included herein by reference, shall apply.
- 2. Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee, and to its teams, managers, coaches, umpires, players, players' families, volunteers, invitees, guests and agents, (collectively, "Licensee's Parties") a non-exclusive license for use of the Cricket Fields, including backstops, other protective fencing, team benches, and spectator bleachers presently located or hereafter constructed or installed on or immediately adjoining the Cricket Fields (collectively

referred to the "Improvements") for the purpose of holding cricket club matches on the dates and times set forth on Exhibit B only (and cricket practices by separate request and addendum(s) to be subsequently attached hereto) limited to the dates and times set forth on said addendum(s) hereto (collectively, the "Cricket Club Activities"). The Park District also grants to the Licensee and Licensee's Parties a non-exclusive license for ingress and egress from Walnut Avenue to use the parking lot immediately east of and adjacent to the Community Park Cricket Field (the "Walnut Parking Lot"), and the parking lot on Northwest Corner of Heritage Park, adjacent to Tennis Courts (the "Heritage Parking Lot") (collectively, the "Parking Lots"), (the "Heritage Parking Lot") (collectively, the "Parking Lots"), and to and from the said Walnut Parking Lot to the Community Center Cricket Fields and its Improvements; and to and from the Heritage Parking Lot to the Heritage Park Cricket Field and its Improvements, for the purpose of providing and/or attending the Cricket Club Activities, subject to the terms and conditions of this Agreement. The Cricket Fields, the Improvements, and the Parking Lots are collectively referred to herein as the "Licensed Premises".

The Park District shall be entitled to use any of the Cricket Fields and the Licensed Premises whenever the Cricket Fields, or either of them, is not actually being used by the Licensee as permitted under this Agreement. The Licensed Premises may be used by other cricket players, teams and clubs on days not reserved and paid for by the Licensee, and the Park District may enter similar non-exclusive license agreements for use of the Cricket Fields by other cricket clubs and organizations.

3. <u>Term</u>. The term of this Agreement (the "Term") shall be from January 29, 2024 until September 15, 2024, unless sooner terminated as provided for herein, but usage of the Licensed Premises shall not commence until May 1, 2024 and shall end at the end of the Term, subject to satisfaction of the terms of this Agreement.

Use of the Licensed Premises by the Licensee's Parties for the Cricket Club Activities shall be restricted to the cricket fields, days and hours of use set forth on Exhibit B during the Term, and shall be further subject to the terms and conditions herein; provided however, that Licensee shall perform the Repair and Cleanup Work (hereinafter defined) immediately following each time the Licensed Premises or either of the Cricket Fields is used by the Licensee's Parties, or any of them, for any Cricket Club Activities, subject to the terms and conditions herein.

#### 4. Lights and Scheduling Practices.

A. The Park District will endeavor to turn on the cricket field lights for the Community Park Cricket Field on each of said dates listed on Exhibit B for cricket matches (and separately scheduled practices approved of by the Park District as set forth on an addendum or addendums subsequently attached hereto) at the trailing twilight time established by the National Weather Service average for the immediately preceding week (the "Light Turn On Time"). The cricket field lights will be turned off at 11:00 p.m. on each of said nights. In the event Licensee desires to have the lights turned on earlier than the Light Turn On Time on any of said dates, the Licensee shall pay the sum of \$30.00 per

hour for said extra light time and shall pay such amount due within ten (10) days of the date of each invoice therefor. In no event shall light time be extended later than 11:00 p.m. In the event any invoice for additional light time is not timely paid, the cricket field lights shall not be turned on earlier than the Light Turn on Time.

- B. Cricket practices may be scheduled on either the Community Park Cricket Field or the Heritage Park Cricket Field with the Park District's Athletic Supervisor on such open dates as may be available and by paying the applicable field usage and light usage fees (if applicable), as set forth on Exhibit B.
- 5. <u>License Fees</u>. The License Fees for the Term for matches and practices shall be \$65 per hour for the hours between 7:00 a.m. and 11:00 p.m.; weekly Field Striping \$25 per week rented out, paid in advance of usage of the Licensed Premises for Cricket Club Activities.

# 6. Schedule and Payment.

- A. The license fees, light usage fees, and field striping fees for Licensee's cricket matches on the Cricket Fields, dates and times listed on Exhibit B, as calculated on Exhibit C, shall be paid in full to the Park District before February 12, 2024; otherwise, those dates and times tentatively reserved for the Licensee pursuant to an initial lottery that took place on December 12, 2023 will be released, and the tentative reservation of those dates and times for the Licensee shall be cancelled and shall be subject to a second lottery at which the other cricket clubs that participated in the initial lottery shall be eligible to reserve and procure those released dates and times and add them to its or their respective Non-Exclusive License Agreement by an addendum thereto.
- B. Licensee shall submit to the Licensor its requested dates and times for its upcoming practices by April 1, 2024, and the Licensor shall provide the Licensee by April 15, 2024 the approved schedule for Licensee's practice dates and time availability for each practice during the Term, with such dates and times subsequently set forth on an Addendum or Addendums to be attached hereto as Exhibit B-2, and license fees therefor as calculated as subsequently attached hereto as Exhibit C-2, which shall be due and payable by April 30, 2024, otherwise use of the Cricket Fields, or either of them, for the requested dates and times for practices shall be cancelled. Subsequent practice dates and times may be reserved and paid for as provided herein.
- 7. Communication. The Parties agree to communicate on a timely and regular basis regarding day-to-day program operations and needs, logistics, emergencies, and future plans.
- A. Liaisons. Licensee shall appoint one of its Board members to serve as its Liaison to communicate with the Park District staff for the entire Term. All arrangements, requests, scheduling, invoicing, complaints, and other communications will be made through the liaison. The Park District shall not respond to any requests that have not been funneled through or cleared by the liaison except as provided herein to the

contrary. Licensee's liaison shall have no power to encumber funds of, or to create any liability on behalf of the Park District.

- B. Emergency Information. Not later than April 1, 2024, the Parties shall provide to each other on a limited basis, cell-phone numbers of the liaison and agreed-upon individuals to be used for emergency communications.
- C. Medical Emergencies. Licensee shall notify the Park District of any accident or injury to any player, coach, umpire or spectator that results in medical attention being furnished to the injured party, or when paramedics or other first responders are called, within 48 hours of such occurrence.
- D. Pre-season and Pre-Use Inspection of Facilities. Prior to the start of the season, representatives appointed by the Licensee's Board and the Park District Superintendent of Parks & Recreation shall conduct an inspection of the Cricket Fields to be used by the Licensee, making written note of any deficiencies. Prior to each use of a Cricket Field, Licensee shall inspect the Cricket Field and immediately notify the Park District of any safety issues. Licensee shall not use any Cricket Field or Improvements with respect to which any safety issues have been identified and are continuing. The Park District shall not have any responsibility for Licensee's failure to have conducted any of the foregoing inspections.
- E. Calling off Games. The Park District shall endeavor on weekdays to post on its website and on its field condition hotline, the information it has available by 3:00 p.m. each weekday as to the playability of those Cricket Fields scheduled for use. The Park District shall endeavor on weekends to post on its field condition hotline, the information it has available at the time regarding the playability of the Cricket Fields.
- 8. Only the Licensor, and not the Licensee, shall have the authority to determine weather conditions of the Licensed Premises are adequate and the playability of the Community Park Cricket Field and/or the Heritage Park Cricket Field. Licensor has the sole authority to cancel any scheduled matches, practices and dates. Practice cannot be cancelled in advance by the Licensee. Make up of cancelled practices for any other reason shall be determined by the Licensor in its sole discretion, taking into account the Community Park Cricket Field and Heritage Park Cricket Field availability. Make up practice dates/times are not guaranteed. Refunds for any practices cancelled by the Licensor for any reason, which could not be rescheduled and made up, shall be paid by the Licensor to the Licensee after the Term has expired.
- 9. Licensee shall keep the Licensed Premises free from debris during its use thereof or either Cricket Field, and will clean the Licensed Premises and entire area around the Community Park Cricket Field and/or the Heritage Park Cricket Field after each use, and shall repair any damage caused by or otherwise attributable to Licensee or Licensee's Parties immediately following each use of the Cricket Fields, or either of them for Cricket Club Activities (the "Repair and Clean-up Work").

- 10. All parking for Cricket Club Activities for use of the Community Park Cricket Field and/or the Heritage Park Cricket Field, shall comply with all established and posted regulations on adjacent streets and all persons operating motor vehicles on property of the Park District shall obey all ordinances and written rules governing such operation, and observe any and all posted traffic control signs and traffic control devices in place. At no time shall vehicles be operated or parked on the Cricket Fields, or either of them. Deviations from these driving and parking requirements for special circumstances may be granted in advance and in writing by the Park District subject to such conditions as the Park District may require.
- 11. <u>No Lease</u>. The parties agree that this Agreement confers upon the Licensee only a non-exclusive license and right to use the Licensed Premises upon the terms set forth herein, and that nothing contained herein shall be construed as conveying to Licensee a leasehold interest in the Licensed Premises, or either of the Cricket Fields, or any portion thereof. In the event of default by the Licensee, the Licensor shall not be obligated to bring a forcible entry and detainer action to terminate Licensee's rights hereunder.
- 7. <u>Penalty Fees</u>. In lieu of the "3 Strikes Rule" Deposit \$250 set forth in the Athletic Field Use Policy, Licensee will be assessed the following penalty fees for each of the following occurrences:
- A. Any alcohol seen by the Licensor's Staff on the Licensed Premises during Licensee's use of the Licensed Premises, or in the possession of any of Licensee's participants, members, guests or invitees while on the Licensed Premises, including, without limitation, in the either of the Parking Lots, shall result in a penalty of \$500 for a first occurrence. A second such occurrence will result in a penalty of \$1,000. A third or subsequent occurrence shall constituent a default as to which no cure period shall apply, and may result in the Park District terminating this Agreement.
- B. Excessive trash left on the Licensed Premises, or adjacent to the Community Park Cricket Field and/or the Heritage Park Cricket Field, after any Licensee practice shall result in a penalty fee of \$100 per occurrence.
- C. Each schedule change initiated at the request of the Licensee or cancellation by the Licensee shall result in a penalty fee of \$25 per occurrence.

Penalty Fees shall be charged by Licensor and shall be in addition to regular license fees and lighting usage fees paid by the Licensee to the Licensor, and shall be paid in full by the Licensee within ten (10) days of receipt of notice that a penalty fee has been imposed. Notwithstanding the Licensor's right to impose said penalty fees, in the event of repeated occurrences, violations, or defaults, Licensee shall have no right to cure the same, and the Licensor shall have the right to terminate the License Agreement, and in such event any paid License Fees shall be forfeited by the Licensee to the Licensor.

- 13. <u>Default</u>. In the event of the failure of Licensee to perform any or all of its duties and obligations under the terms and conditions of this Agreement, and/or to comply with the terms and conditions of the License Agreement, the Park District shall be entitled, in addition to the penalties set forth in paragraph 12, to all remedies available at law and/or equity and shall be entitled to recover its costs in bringing such suit, including its reasonable attorney's fees. In the event Licensee fails to maintain the below described types and minimum amounts of insurance coverages and requirements (collectively, "Insurance Requirements"), the license granted herein shall be immediately suspended during any such insurance default until Licensee complies with the Insurance Requirements and furnishes documentation to the Park District evidencing such compliance (an "Insurance Default Cure Period"). Licensee shall not be entitled to make up or reschedule any matches lost due to any such suspension, nor to any refund of License Fees because of any such suspension during the Insurance Default Cure Period.
- 14. <u>Community Center Room Rental Discount</u>. Provided all License Fees are fully paid and current, and Licensee is not otherwise in default of any material term of this Agreement, Licensee shall be entitled to a 30% discount on any room rental in the Licensor's Community Center for Licensee meetings during the Term. The Licensor will provide up to five (5) tables and fifty (50) chairs at no cost to the Licensee up to two (2) times per calendar year in connection with any such room rental.
- 15. <u>Termination</u>. Notwithstanding any provision herein to the contrary, the Park District may terminate this Agreement and the grant of license herein with or without cause by providing thirty (30) days prior written notice to Licensee regarding same.

#### 16. General Insurance Provisions.

Licensee shall procure and maintain for the duration of the Term (and any extended term, if extended by mutual agreement of the Parties as evidenced by a written amendment to this Agreement) insurance against claims for injuries to persons or damages to property which may arise from or in connection with Cricket Club Activities and/or Licensee's operation or use of the Licensed Premises. The cost of such insurance shall be borne by the Licensee.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

- A. Coverage shall be at least as broad as:
  - i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate limit.
  - ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Licensee has no owned autos, hired (Dode 8) and non-owned autos (Code 9),

with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- iii. **Workers' Compensation:** as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease, unless Licensee represents and warrants that it has no employees. In the event Licensee represents that it has no employees but later hires any employee or employees during the Term of this Agreement, the Licensee shall immediately obtain such coverage.
- iv. And such other insurance coverage in the types and amounts set forth on the Licensee's Certificate of Insurance coverage attached hereto as Exhibit D.

If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, the Licensor requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Licensor.

#### **B.** Other Insurance Provisions:

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

#### i. Additional Insured Status.

The Hanover Park Park District, its officers, officials, employees, and volunteers, and if the Licensee will be using the Heritage Park Cricket Field for any cricket match, practice of any Cricket Club Activities during the Term, the Kenneyville Elementary School District and its officers, officials, employees and volunteers, are to be covered as additional insureds on the CGL policy with respect to liability arising out of the Cricket Club Activities, or the work performed by or on behalf of the Licensee, including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

# ii. Primary Coverage.

For any claims related to this Agreement, the Licensee's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Licensor, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Licensor, its officers, officials, employees, or volunteers shall be in excess of the Licensee's insurance and shall not contribute with it.

#### iii. Notice of Cancellation.

Each insurance policy required above shall provide that coverage shall not be cancelled, changed, or modified, except upon not less than ten (10) days prior written notice to the Licensor.

#### iv. Waiver of Subrogation

Licensee hereby grants to Licensor a waiver of any right to subrogation which any insurer of the Licensee may acquire against the Licensor by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Licensor has received a waiver of subrogation endorsement from the insurer.

#### v. Self-Insured Retentions

Self-Insured retentions must be declared to and approved by the Licensor.

### vi. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Licensor.

#### vii. Verification of Coverage

Licensee shall furnish the Licensor with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), and a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements. All certificates and endorsements are to be received and approved by the Licensor before any Cricket Club Activities commence. However, failure to obtain the required documents prior to the Cricket Club Activities beginning shall not waive the Licensee's obligation to provide them. The Licensor reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.

**viii.** Failure of the Park District to demand such certificates, endorsements or other evidence of full compliance with these insurance requirements, or the failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of any insurance obligations herein.

**ix.** The Park District shall have the right, but not the obligation, of prohibiting the Licensee from occupying and using the Licensed Premises until such certificate is received and approved by the Park District.

#### x. Special Risks or Circumstances

Licensor reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

17. <u>Indemnification</u>. To the fullest extent permitted by law, the Licensee shall hold harmless, defend and indemnify the Hanover Park Park District and its officers, officials, employees, volunteers and agents from and against all liability, loss, damages and expenses (including but not limited to costs and fees of litigation and legal fees, reasonable attorney and paralegal fees and court costs), of every kind and nature arising out of or in connection with (i) any act, omission, wrongful act or negligence of the

Licensee and/or Licensee's Parties, Licensee's contractors, or of anyone acting on behalf of them; (ii) any accident, injury, death, or damage whatsoever occurring, growing out of incident to, or resulting directly or indirectly from the Licensee's Cricket Club Activities and use of the Licensed Premises, whether such loss, damages, injury, death, or liability is contributed by a condition of the Licensed Premises itself or any equipment thereon, (iii) any Cricket Club Activities, or any Repair and Clean-up Work, and/or related activities; and/or (iv) the Licensee's failure to comply with any of its obligations contained in this Agreement, except for such loss or damage which was caused by the sole negligence or the willful misconduct of the Licensor. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. This obligation shall survive the expiration and/or termination of this Agreement.

- 18. <u>Security</u>. The Licensee assumes and exercises full responsibility for the security of the Licensed Premises during all activities contemplated by this Agreement, including but not limited to all Cricket Club Activities. The Licensee shall provide such security for the Licensed Premises at its own cost. In no event shall the Park District be responsible for providing security for any Cricket Club Activities and/or other acts of Licensee's Agents.
- 19. <u>Supervision</u>. The Licensee assumes and exercises full responsibility for the supervision of the Licensee's Parties during the Term of this Agreement. In no event shall the Park District be responsible for supervising any Cricket Club Activities and/or other acts of Licensee or Licensee's Parties.
- 20. <u>Notice</u>. All notices required shall be in writing and shall be given in the following manner:
  - A. By personal delivery of such notice; or
- B. By mailing of such notice to the addresses recited herein by certified mail, return receipt requested. Except as otherwise provided herein, notice served by certified mail, shall be effective on the date of mailing; or
- C. By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

Any party shall have the right to designate any other address for notice purposes by written notice to the other party or his attorney in the manner aforesaid. The addresses of the parties are as follows:

If to Licensee:

MWCC Sports League and Academy 1236 Laura Lane

Woodridge, Illinois, 60517

Attn: Khurram Anwar, Registered Agent

If to Licensor: Hanover Park Park District

1919 Walnut Avenue Hanover Park, Illinois, 60133

Attn: Stephen Bessette

With required copies to:

Bryan E. Mraz

Bryan E. Mraz & Associates, P.C.

111 East Irving Park Road Roselle, Illinois 60172

Fax: 630-529-2019

# 21. Prohibited Uses and Activities.

- A. No alcoholic beverages shall be permitted to be brought upon the Licensed Premises by Licensee or Licensee's Parties.
- B. The Licensee agrees to keep the Licensed Premises and areas within the Community Center adjacent thereto used by any of the Licensee's Parties during any Cricket Club Activities, in a clean, safe, and sanitary condition. The Licensee further agrees that it shall abide by any and all applicable laws, statutes, codes, ordinances, and regulations of the Park District, the Village of Hanover Park, the County of Cook (with respect to Community Park), the County of DuPage (with respect to Heritage Park), the State of Illinois and the United States of America and enforcement and regulatory agencies thereof, which regulate or control the Licensee's use of the Licensed Premises.
- C. Licensee specifically agrees not to use or permit the Licensed Premises to be used for any unlawful and/or immoral purpose and/or business.
- D. Licensee covenants and agrees not to maintain or permit any nuisance on the Licensed Premises which shall be in any manner injurious to or endanger the health, safety and comfort of the persons residing or being upon or in the vicinity thereof.
- E. Licensee covenants and agrees to comply with any rules, regulations and ordinances of the Hanover Park Park District of general applicability to all users of park district property, and/or to the use of the Licensed Premises currently, or hereinafter adopted by the Licensor.
- 22. <u>Licensed Premises Disclaimer</u>. The Licensee expressly acknowledges that the Park District has not made any representations or warranties, express or implied, as to the adequacy, fitness or condition of the Licensed Premises for the purposes set forth herein, or for any other purpose or use, express or implied, by the Licensee. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY AND HABITABILITY ARE

HEREBY EXCLUDED. The Licensee accepts use of the Licensed Premises and any improvements thereon in "AS-IS" condition and "WITH ALL FAULTS". The Licensee acknowledges that it has inspected the Licensed Premises and has satisfied itself as to the adequacy, fitness and condition thereof.

- 23. <u>Licensor Board Approval</u>. Notwithstanding any provision herein to the contrary, this Agreement and the grant of license hereunder is expressly contingent on the Licensor's approval of the terms and conditions herein and the grant of license hereunder as evidenced by a Resolution approving of this Non-Exclusive License Agreement duly passed by the Board of Park Commissioners of the Hanover Park Park District.
- 24. No Alterations. Licensee shall make no alterations to the Licensed Premises (other than Repair and Clean Up Work required herein) without the prior written consent of the Park District (the "Approved Alterations"). The Approved Alterations and any Repair and Clean-up Work shall be performed in accordance with all applicable federal, state, and local rules, regulations, statutes, codes, ordinances and laws, and all Licensees performing such work shall further comply with the Insurance Requirements herein. Licensee agrees not to suffer or permit any lien or lien right of any mechanics and/or materialmen to be placed against the Licensed Premises, or any portion thereof. Licensee shall cause any such lien or lien right to be paid and/or removed within thirty (30) days of notice of such lien and/or lien right. In the event Licensee fails to pay or cause such lien to be removed, the Park District may pay same and add the cost of payment and removal of such lien to the license fees due hereunder from Licensee. For any Approved Alterations, Licensee shall provide a Licensee's Sworn Statement and final lien waivers in form customarily used by the Chicago Title and Trust Company from each contractor, subcontractor, supplier and materialmen providing labor and/or materials within fourteen (14) days of demand for same by the Licensor.
- 25. No Third Party Beneficiaries and/or Waiver of Immunities. This License Agreement is entered into solely for the benefit of the contracting parties, and nothing in this License Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and Licensor who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed or interpreted as an express or implied waiver of any common law or statutory immunity and/or privilege of the Park District and/or any of its officials, park commissioners, officers, employees, volunteers and/or agents as to any claim, cause, cause of action and/or liability of any kind whatsoever, and all such privileges and immunities are hereby reserved.
- 26. <u>Compliance with Laws</u>. Licensee agrees to adhere to all Federal, State, Cook County, Village of Hanover Park, Illinois Department of Public Health ("IDPH"), Illinois Department of Commerce and Economic Opportunity ("DCEO") laws, statutes, ordinances, rules, regulations, Governor's Executive Orders, and guidelines, including but not limited to those relating to the COVID-19 pandemic, that may be in effect and pertain to the use of the Licensed Premises by the Licensee and the Licensee's Parties,

including use of the Licensed Premises by the Licensee for its cricket games, matches, practices, and other Cricket Club Activities as in effect and as may be amended throughout the Term of this Agreement.

27. Taxes. Licensee acknowledges that the Licensed Premises are currently exempt from all taxes, including, but not limited to, real estate taxes. In the event, however, (a) this License Agreement or the rights granted under this Agreement, (b) any Sub-license Agreement, or other grant of use or assignment by Licensee and/or (c) the use and/or operations of Licensee and/or Licensee's Parties, sub-licensees or assignees, results in a full or partial loss of such real estate tax exemption or in the assessment of real estate taxes and/or a tax on any leasehold and/or sub-leasehold interest, then Licensee agrees to pay any such taxes and/or tax on any such leasehold and/or sub-leasehold interest to the Park District, but reserves the right to appeal such assessment, prior to the due date therefore for each tax year this Agreement remains in effect, including any and all extensions and/or renewals thereof. This obligation shall survive the expiration and/or termination of this Agreement.

# 28. Miscellaneous.

- A. The parties agree that no change or modification to this Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement.
- B. The parties agree that the titles of the items of this Agreement, hereinabove set forth, are for convenience of identification only and shall not be considered for any other purpose.
- C. This Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois, and the exclusive venue for purposes of enforcement of this Agreement shall be the Circuit Court of Cook County, Illinois.
- D. The parties agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.
- E. Licensee shall not assign any rights granted hereunder without the prior written approval of Licensor, which Licensor may withhold in its sole and absolute discretion.

Licensee:	Licensor:
MWCC Sports League and Academy	Hanover Park Park District
By: Printed Name: Its President	By: President
Attest:	Attest:
Printed Name:Its Secretary	Assistant Secretary

# **INDEX OF EXHIBITS**

A-1	Legal Description for Community Park
A-2	Legal Description for Heritage Park
В	Cricket Fields, Days and Hours of Use for Cricket Matches
С	LICENSE FEE CALCULATION
D	Licensee's Certificate of Insurance

# **EXHIBIT A-1**

# LEGAL DESCRIPTION FOR COMMUNITY PARK

THE NORTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

# **EXHIBIT A-2**

# LEGAL DESCRIPTION FOR HERITAGE PARK

LOTS 108 AND 109 IN FARMINGTON UNIT ONE PHASE II, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 18, 1988, AS DOCUMENT R88-092775, IN DUPAGE COUNTY, ILLINOIS.

### **EXHIBIT B**

# CRICKET FIELDS, DAYS AND HOURS OF USE FOR LICENSEE'S CRICKET MATCHES

#### **Community Park Field 2024 dates and times**

9 am-11 pm April 27, 28 May 26, 26 June 2, 9, 16 June 30 July 3, 4 July 9, 10, 11, 12, 15, 19, 22, 23, 24, 25 August 11, 18 September 7, 14, 15, 21, 22, 28 October 5, 6, 12, 13, 19, 26

9 am-6 pm July 2 July 5

2-11 pm June 22, 29 July 6 August 3, 17, 31 September 1

6:30-11 pm May 13-17, 20,23,24, 27, 31 June 4, 5, 6, 7, 10, 17, 18, 19, 20 August 6, 7, 8, 9, 10, 12, 19, 20, 21, 23, 26, 30 September 2, 3, 4, 5, 6, 17, 18, 19, 27, 30 October 1, 2, 3, 4, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18

#### Heritage Park Field 2024 dates and times

9am – 6 pm May 4, 11, 18, 25 June 1, 8, 15, 22, 29 July 6, 13, 20, 27 August 3, 10, 17, 24, 31 September 7, 14, 21, 28 October 5, 6, 12, 13

# **EXHIBIT C**

# LICENSE FEE CALCULATION FOR TEAM

#### **Field Rentals**

Community Park
Cricket Field Rental | \$72 per hour
Lights an additional | \$39 an hour

Heritage Park Cricket Field Rental | \$35 per hour

Athletic Rentals that book more than 10 days in one season will receive a 10% discount off the total.

#### **2024 Total Fees For MWCC**

Community Park without lights: 288 hours=\$31,968
Community Park with lights: 516.50 hours=\$37,188
Heritage Park without lights: 234 hours=\$8,190
Total: \$77,346
10% Discount: -\$7,734.60

Total amount due: \$69,611.40

# EXHIBIT D

ATTACH COPY OF LICENSEE'S CERTIFICATE OF INSURANCE

# NON-EXCLUSIVE LICENSE AGREEMENT

This Non-Exclusive License Agreement (the "Agreement") is entered into as of this 22nd day of January, 2024, by and between the Hanover Park Park District, an Illinois Park District, 1919 Walnut Avenue, Hanover Park, Illinois, 60133 ("Licensor" or the "Park District") and MWCC Sports League and Academy, an Illinois not-for-profit corporation doing business under the assumed name Midwest Cricket Conference, 1236 Laura Lane, Woodridge, Illinois, 60517 ("Licensee") (collectively, the "Parties").

#### **RECITALS**

- A. Licensor owns property commonly known as Community Park, legally described on Exhibit A-1, with a street address of 1919 Walnut Avenue, Hanover Park, Illinois, which is improved with, among other things, the Hanover Park Park District Community Center, and a lighted cricket field (the "Community Park Cricket Field"); and owns property commonly known as Heritage Park, legally described on Exhibit A-2, with a street address of 5400 Arlington Drive, Hanover Park, Illinois, which is improved with a cricket pitch and field (the "Heritage Park Cricket Field").
- B. Licensee desires to use the Community Park Cricket Field and the Heritage Park Cricket Field (collectively, the "Cricket Fields") for cricket matches and practices of the Licensed Parties (hereinafter defined) on certain dates at certain times, subject to the terms and conditions of this License Agreement.
- **NOW, THEREFORE,** for and in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:
- 1. The foregoing Recitals and the Exhibits attached hereto are expressly incorporated herein by reference and are made a part hereof. In addition, the Hanover Park Park District Athletic Field/Facility Allocation and Usage Policy approved and adopted by the Park District Board of Park Commissioners on December 19, 2023 (the "Athletic Field Usage Policy") (viewable in full on the Park District's web site <a href="https://www.hpparks.com">www.hpparks.com</a>) is expressly incorporated herein by reference and is made a part of this License Agreement. In the event of a conflict between the express terms of this License Agreement and the express terms of the Athletic Field Usage Policy, the terms of this License Agreement shall control, but if this License Agreement is silent on or does not expressly address a matter, the terms of the Athletic Field Usage Policy included herein by reference, shall apply.
- 2. Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee, and to its teams, managers, coaches, umpires, players, players' families, volunteers, invitees, guests and agents, (collectively, "Licensee's Parties") a non-exclusive license for use of the Cricket Fields, including backstops, other protective fencing, team benches, and spectator bleachers presently located or hereafter constructed or installed on or immediately adjoining the Cricket Fields (collectively

referred to the "Improvements") for the purpose of holding cricket club matches on the dates and times set forth on Exhibit B only (and cricket practices by separate request and addendum(s) to be subsequently attached hereto) limited to the dates and times set forth on said addendum(s) hereto (collectively, the "Cricket Club Activities"). The Park District also grants to the Licensee and Licensee's Parties a non-exclusive license for ingress and egress from Walnut Avenue to use the parking lot immediately east of and adjacent to the Community Park Cricket Field (the "Walnut Parking Lot"), and the parking lot on Northwest Corner of Heritage Park, adjacent to Tennis Courts (the "Heritage Parking Lot") (collectively, the "Parking Lots"), (the "Heritage Parking Lot") (collectively, the "Parking Lots"), and to and from the said Walnut Parking Lot to the Community Center Cricket Fields and its Improvements; and to and from the Heritage Parking Lot to the Heritage Park Cricket Field and its Improvements, for the purpose of providing and/or attending the Cricket Club Activities, subject to the terms and conditions of this Agreement. The Cricket Fields, the Improvements, and the Parking Lots are collectively referred to herein as the "Licensed Premises".

The Park District shall be entitled to use any of the Cricket Fields and the Licensed Premises whenever the Cricket Fields, or either of them, is not actually being used by the Licensee as permitted under this Agreement. The Licensed Premises may be used by other cricket players, teams and clubs on days not reserved and paid for by the Licensee, and the Park District may enter similar non-exclusive license agreements for use of the Cricket Fields by other cricket clubs and organizations.

3. <u>Term</u>. The term of this Agreement (the "Term") shall be from January 29, 2024 until September 15, 2024, unless sooner terminated as provided for herein, but usage of the Licensed Premises shall not commence until May 1, 2024 and shall end at the end of the Term, subject to satisfaction of the terms of this Agreement.

Use of the Licensed Premises by the Licensee's Parties for the Cricket Club Activities shall be restricted to the cricket fields, days and hours of use set forth on Exhibit B during the Term, and shall be further subject to the terms and conditions herein; provided however, that Licensee shall perform the Repair and Cleanup Work (hereinafter defined) immediately following each time the Licensed Premises or either of the Cricket Fields is used by the Licensee's Parties, or any of them, for any Cricket Club Activities, subject to the terms and conditions herein.

#### 4. Lights and Scheduling Practices.

A. The Park District will endeavor to turn on the cricket field lights for the Community Park Cricket Field on each of said dates listed on Exhibit B for cricket matches (and separately scheduled practices approved of by the Park District as set forth on an addendum or addendums subsequently attached hereto) at the trailing twilight time established by the National Weather Service average for the immediately preceding week (the "Light Turn On Time"). The cricket field lights will be turned off at 11:00 p.m. on each of said nights. In the event Licensee desires to have the lights turned on earlier than the Light Turn On Time on any of said dates, the Licensee shall pay the sum of \$30.00 per

hour for said extra light time and shall pay such amount due within ten (10) days of the date of each invoice therefor. In no event shall light time be extended later than 11:00 p.m. In the event any invoice for additional light time is not timely paid, the cricket field lights shall not be turned on earlier than the Light Turn on Time.

- B. Cricket practices may be scheduled on either the Community Park Cricket Field or the Heritage Park Cricket Field with the Park District's Athletic Supervisor on such open dates as may be available and by paying the applicable field usage and light usage fees (if applicable), as set forth on Exhibit B.
- 5. <u>License Fees</u>. The License Fees for the Term for matches and practices shall be \$65 per hour for the hours between 7:00 a.m. and 11:00 p.m.; weekly Field Striping \$25 per week rented out, paid in advance of usage of the Licensed Premises for Cricket Club Activities.

# 6. Schedule and Payment.

- A. The license fees, light usage fees, and field striping fees for Licensee's cricket matches on the Cricket Fields, dates and times listed on Exhibit B, as calculated on Exhibit C, shall be paid in full to the Park District before February 12, 2024; otherwise, those dates and times tentatively reserved for the Licensee pursuant to an initial lottery that took place on December 12, 2023 will be released, and the tentative reservation of those dates and times for the Licensee shall be cancelled and shall be subject to a second lottery at which the other cricket clubs that participated in the initial lottery shall be eligible to reserve and procure those released dates and times and add them to its or their respective Non-Exclusive License Agreement by an addendum thereto.
- B. Licensee shall submit to the Licensor its requested dates and times for its upcoming practices by April 1, 2024, and the Licensor shall provide the Licensee by April 15, 2024 the approved schedule for Licensee's practice dates and time availability for each practice during the Term, with such dates and times subsequently set forth on an Addendum or Addendums to be attached hereto as Exhibit B-2, and license fees therefor as calculated as subsequently attached hereto as Exhibit C-2, which shall be due and payable by April 30, 2024, otherwise use of the Cricket Fields, or either of them, for the requested dates and times for practices shall be cancelled. Subsequent practice dates and times may be reserved and paid for as provided herein.
- 7. Communication. The Parties agree to communicate on a timely and regular basis regarding day-to-day program operations and needs, logistics, emergencies, and future plans.
- A. Liaisons. Licensee shall appoint one of its Board members to serve as its Liaison to communicate with the Park District staff for the entire Term. All arrangements, requests, scheduling, invoicing, complaints, and other communications will be made through the liaison. The Park District shall not respond to any requests that have not been funneled through or cleared by the liaison except as provided herein to the

contrary. Licensee's liaison shall have no power to encumber funds of, or to create any liability on behalf of the Park District.

- B. Emergency Information. Not later than April 1, 2024, the Parties shall provide to each other on a limited basis, cell-phone numbers of the liaison and agreed-upon individuals to be used for emergency communications.
- C. Medical Emergencies. Licensee shall notify the Park District of any accident or injury to any player, coach, umpire or spectator that results in medical attention being furnished to the injured party, or when paramedics or other first responders are called, within 48 hours of such occurrence.
- D. Pre-season and Pre-Use Inspection of Facilities. Prior to the start of the season, representatives appointed by the Licensee's Board and the Park District Superintendent of Parks & Recreation shall conduct an inspection of the Cricket Fields to be used by the Licensee, making written note of any deficiencies. Prior to each use of a Cricket Field, Licensee shall inspect the Cricket Field and immediately notify the Park District of any safety issues. Licensee shall not use any Cricket Field or Improvements with respect to which any safety issues have been identified and are continuing. The Park District shall not have any responsibility for Licensee's failure to have conducted any of the foregoing inspections.
- E. Calling off Games. The Park District shall endeavor on weekdays to post on its website and on its field condition hotline, the information it has available by 3:00 p.m. each weekday as to the playability of those Cricket Fields scheduled for use. The Park District shall endeavor on weekends to post on its field condition hotline, the information it has available at the time regarding the playability of the Cricket Fields.
- 8. Only the Licensor, and not the Licensee, shall have the authority to determine weather conditions of the Licensed Premises are adequate and the playability of the Community Park Cricket Field and/or the Heritage Park Cricket Field. Licensor has the sole authority to cancel any scheduled matches, practices and dates. Practice cannot be cancelled in advance by the Licensee. Make up of cancelled practices for any other reason shall be determined by the Licensor in its sole discretion, taking into account the Community Park Cricket Field and Heritage Park Cricket Field availability. Make up practice dates/times are not guaranteed. Refunds for any practices cancelled by the Licensor for any reason, which could not be rescheduled and made up, shall be paid by the Licensor to the Licensee after the Term has expired.
- 9. Licensee shall keep the Licensed Premises free from debris during its use thereof or either Cricket Field, and will clean the Licensed Premises and entire area around the Community Park Cricket Field and/or the Heritage Park Cricket Field after each use, and shall repair any damage caused by or otherwise attributable to Licensee or Licensee's Parties immediately following each use of the Cricket Fields, or either of them for Cricket Club Activities (the "Repair and Clean-up Work").

- 10. All parking for Cricket Club Activities for use of the Community Park Cricket Field and/or the Heritage Park Cricket Field, shall comply with all established and posted regulations on adjacent streets and all persons operating motor vehicles on property of the Park District shall obey all ordinances and written rules governing such operation, and observe any and all posted traffic control signs and traffic control devices in place. At no time shall vehicles be operated or parked on the Cricket Fields, or either of them. Deviations from these driving and parking requirements for special circumstances may be granted in advance and in writing by the Park District subject to such conditions as the Park District may require.
- 11. <u>No Lease</u>. The parties agree that this Agreement confers upon the Licensee only a non-exclusive license and right to use the Licensed Premises upon the terms set forth herein, and that nothing contained herein shall be construed as conveying to Licensee a leasehold interest in the Licensed Premises, or either of the Cricket Fields, or any portion thereof. In the event of default by the Licensee, the Licensor shall not be obligated to bring a forcible entry and detainer action to terminate Licensee's rights hereunder.
- 7. <u>Penalty Fees</u>. In lieu of the "3 Strikes Rule" Deposit \$250 set forth in the Athletic Field Use Policy, Licensee will be assessed the following penalty fees for each of the following occurrences:
- A. Any alcohol seen by the Licensor's Staff on the Licensed Premises during Licensee's use of the Licensed Premises, or in the possession of any of Licensee's participants, members, guests or invitees while on the Licensed Premises, including, without limitation, in the either of the Parking Lots, shall result in a penalty of \$500 for a first occurrence. A second such occurrence will result in a penalty of \$1,000. A third or subsequent occurrence shall constituent a default as to which no cure period shall apply, and may result in the Park District terminating this Agreement.
- B. Excessive trash left on the Licensed Premises, or adjacent to the Community Park Cricket Field and/or the Heritage Park Cricket Field, after any Licensee practice shall result in a penalty fee of \$100 per occurrence.
- C. Each schedule change initiated at the request of the Licensee or cancellation by the Licensee shall result in a penalty fee of \$25 per occurrence.

Penalty Fees shall be charged by Licensor and shall be in addition to regular license fees and lighting usage fees paid by the Licensee to the Licensor, and shall be paid in full by the Licensee within ten (10) days of receipt of notice that a penalty fee has been imposed. Notwithstanding the Licensor's right to impose said penalty fees, in the event of repeated occurrences, violations, or defaults, Licensee shall have no right to cure the same, and the Licensor shall have the right to terminate the License Agreement, and in such event any paid License Fees shall be forfeited by the Licensee to the Licensor.

- 13. <u>Default</u>. In the event of the failure of Licensee to perform any or all of its duties and obligations under the terms and conditions of this Agreement, and/or to comply with the terms and conditions of the License Agreement, the Park District shall be entitled, in addition to the penalties set forth in paragraph 12, to all remedies available at law and/or equity and shall be entitled to recover its costs in bringing such suit, including its reasonable attorney's fees. In the event Licensee fails to maintain the below described types and minimum amounts of insurance coverages and requirements (collectively, "Insurance Requirements"), the license granted herein shall be immediately suspended during any such insurance default until Licensee complies with the Insurance Requirements and furnishes documentation to the Park District evidencing such compliance (an "Insurance Default Cure Period"). Licensee shall not be entitled to make up or reschedule any matches lost due to any such suspension, nor to any refund of License Fees because of any such suspension during the Insurance Default Cure Period.
- 14. <u>Community Center Room Rental Discount</u>. Provided all License Fees are fully paid and current, and Licensee is not otherwise in default of any material term of this Agreement, Licensee shall be entitled to a 30% discount on any room rental in the Licensor's Community Center for Licensee meetings during the Term. The Licensor will provide up to five (5) tables and fifty (50) chairs at no cost to the Licensee up to two (2) times per calendar year in connection with any such room rental.
- 15. <u>Termination</u>. Notwithstanding any provision herein to the contrary, the Park District may terminate this Agreement and the grant of license herein with or without cause by providing thirty (30) days prior written notice to Licensee regarding same.

#### 16. General Insurance Provisions.

Licensee shall procure and maintain for the duration of the Term (and any extended term, if extended by mutual agreement of the Parties as evidenced by a written amendment to this Agreement) insurance against claims for injuries to persons or damages to property which may arise from or in connection with Cricket Club Activities and/or Licensee's operation or use of the Licensed Premises. The cost of such insurance shall be borne by the Licensee.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

- A. Coverage shall be at least as broad as:
  - i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate limit.
  - ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Licensee has no owned autos, hired (Dode 8) and non-owned autos (Code 9),

with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- iii. **Workers' Compensation:** as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease, unless Licensee represents and warrants that it has no employees. In the event Licensee represents that it has no employees but later hires any employee or employees during the Term of this Agreement, the Licensee shall immediately obtain such coverage.
- iv. And such other insurance coverage in the types and amounts set forth on the Licensee's Certificate of Insurance coverage attached hereto as Exhibit D.

If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, the Licensor requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Licensor.

#### **B.** Other Insurance Provisions:

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

#### i. Additional Insured Status.

The Hanover Park Park District, its officers, officials, employees, and volunteers, and if the Licensee will be using the Heritage Park Cricket Field for any cricket match, practice of any Cricket Club Activities during the Term, the Kenneyville Elementary School District and its officers, officials, employees and volunteers, are to be covered as additional insureds on the CGL policy with respect to liability arising out of the Cricket Club Activities, or the work performed by or on behalf of the Licensee, including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

# ii. Primary Coverage.

For any claims related to this Agreement, the Licensee's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Licensor, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Licensor, its officers, officials, employees, or volunteers shall be in excess of the Licensee's insurance and shall not contribute with it.

#### iii. Notice of Cancellation.

Each insurance policy required above shall provide that coverage shall not be cancelled, changed, or modified, except upon not less than ten (10) days prior written notice to the Licensor.

#### iv. Waiver of Subrogation

Licensee hereby grants to Licensor a waiver of any right to subrogation which any insurer of the Licensee may acquire against the Licensor by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Licensor has received a waiver of subrogation endorsement from the insurer.

#### v. Self-Insured Retentions

Self-Insured retentions must be declared to and approved by the Licensor.

### vi. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Licensor.

#### vii. Verification of Coverage

Licensee shall furnish the Licensor with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), and a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements. All certificates and endorsements are to be received and approved by the Licensor before any Cricket Club Activities commence. However, failure to obtain the required documents prior to the Cricket Club Activities beginning shall not waive the Licensee's obligation to provide them. The Licensor reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.

**viii.** Failure of the Park District to demand such certificates, endorsements or other evidence of full compliance with these insurance requirements, or the failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of any insurance obligations herein.

**ix.** The Park District shall have the right, but not the obligation, of prohibiting the Licensee from occupying and using the Licensed Premises until such certificate is received and approved by the Park District.

#### x. Special Risks or Circumstances

Licensor reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

17. <u>Indemnification</u>. To the fullest extent permitted by law, the Licensee shall hold harmless, defend and indemnify the Hanover Park Park District and its officers, officials, employees, volunteers and agents from and against all liability, loss, damages and expenses (including but not limited to costs and fees of litigation and legal fees, reasonable attorney and paralegal fees and court costs), of every kind and nature arising out of or in connection with (i) any act, omission, wrongful act or negligence of the

Licensee and/or Licensee's Parties, Licensee's contractors, or of anyone acting on behalf of them; (ii) any accident, injury, death, or damage whatsoever occurring, growing out of incident to, or resulting directly or indirectly from the Licensee's Cricket Club Activities and use of the Licensed Premises, whether such loss, damages, injury, death, or liability is contributed by a condition of the Licensed Premises itself or any equipment thereon, (iii) any Cricket Club Activities, or any Repair and Clean-up Work, and/or related activities; and/or (iv) the Licensee's failure to comply with any of its obligations contained in this Agreement, except for such loss or damage which was caused by the sole negligence or the willful misconduct of the Licensor. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. This obligation shall survive the expiration and/or termination of this Agreement.

- 18. <u>Security</u>. The Licensee assumes and exercises full responsibility for the security of the Licensed Premises during all activities contemplated by this Agreement, including but not limited to all Cricket Club Activities. The Licensee shall provide such security for the Licensed Premises at its own cost. In no event shall the Park District be responsible for providing security for any Cricket Club Activities and/or other acts of Licensee's Agents.
- 19. <u>Supervision</u>. The Licensee assumes and exercises full responsibility for the supervision of the Licensee's Parties during the Term of this Agreement. In no event shall the Park District be responsible for supervising any Cricket Club Activities and/or other acts of Licensee or Licensee's Parties.
- 20. <u>Notice</u>. All notices required shall be in writing and shall be given in the following manner:
  - A. By personal delivery of such notice; or
- B. By mailing of such notice to the addresses recited herein by certified mail, return receipt requested. Except as otherwise provided herein, notice served by certified mail, shall be effective on the date of mailing; or
- C. By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

Any party shall have the right to designate any other address for notice purposes by written notice to the other party or his attorney in the manner aforesaid. The addresses of the parties are as follows:

If to Licensee:

MWCC Sports League and Academy 1236 Laura Lane

Woodridge, Illinois, 60517

Attn: Khurram Anwar, Registered Agent

If to Licensor: Hanover Park Park District

1919 Walnut Avenue Hanover Park, Illinois, 60133

Attn: Stephen Bessette

With required copies to:

Bryan E. Mraz

Bryan E. Mraz & Associates, P.C.

111 East Irving Park Road Roselle. Illinois 60172

Fax: 630-529-2019

# 21. Prohibited Uses and Activities.

- A. No alcoholic beverages shall be permitted to be brought upon the Licensed Premises by Licensee or Licensee's Parties.
- B. The Licensee agrees to keep the Licensed Premises and areas within the Community Center adjacent thereto used by any of the Licensee's Parties during any Cricket Club Activities, in a clean, safe, and sanitary condition. The Licensee further agrees that it shall abide by any and all applicable laws, statutes, codes, ordinances, and regulations of the Park District, the Village of Hanover Park, the County of Cook (with respect to Community Park), the County of DuPage (with respect to Heritage Park), the State of Illinois and the United States of America and enforcement and regulatory agencies thereof, which regulate or control the Licensee's use of the Licensed Premises.
- C. Licensee specifically agrees not to use or permit the Licensed Premises to be used for any unlawful and/or immoral purpose and/or business.
- D. Licensee covenants and agrees not to maintain or permit any nuisance on the Licensed Premises which shall be in any manner injurious to or endanger the health, safety and comfort of the persons residing or being upon or in the vicinity thereof.
- E. Licensee covenants and agrees to comply with any rules, regulations and ordinances of the Hanover Park Park District of general applicability to all users of park district property, and/or to the use of the Licensed Premises currently, or hereinafter adopted by the Licensor.
- 22. <u>Licensed Premises Disclaimer</u>. The Licensee expressly acknowledges that the Park District has not made any representations or warranties, express or implied, as to the adequacy, fitness or condition of the Licensed Premises for the purposes set forth herein, or for any other purpose or use, express or implied, by the Licensee. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY AND HABITABILITY ARE

HEREBY EXCLUDED. The Licensee accepts use of the Licensed Premises and any improvements thereon in "AS-IS" condition and "WITH ALL FAULTS". The Licensee acknowledges that it has inspected the Licensed Premises and has satisfied itself as to the adequacy, fitness and condition thereof.

- 23. <u>Licensor Board Approval</u>. Notwithstanding any provision herein to the contrary, this Agreement and the grant of license hereunder is expressly contingent on the Licensor's approval of the terms and conditions herein and the grant of license hereunder as evidenced by a Resolution approving of this Non-Exclusive License Agreement duly passed by the Board of Park Commissioners of the Hanover Park Park District.
- 24. No Alterations. Licensee shall make no alterations to the Licensed Premises (other than Repair and Clean Up Work required herein) without the prior written consent of the Park District (the "Approved Alterations"). The Approved Alterations and any Repair and Clean-up Work shall be performed in accordance with all applicable federal, state, and local rules, regulations, statutes, codes, ordinances and laws, and all Licensees performing such work shall further comply with the Insurance Requirements herein. Licensee agrees not to suffer or permit any lien or lien right of any mechanics and/or materialmen to be placed against the Licensed Premises, or any portion thereof. Licensee shall cause any such lien or lien right to be paid and/or removed within thirty (30) days of notice of such lien and/or lien right. In the event Licensee fails to pay or cause such lien to be removed, the Park District may pay same and add the cost of payment and removal of such lien to the license fees due hereunder from Licensee. For any Approved Alterations, Licensee shall provide a Licensee's Sworn Statement and final lien waivers in form customarily used by the Chicago Title and Trust Company from each contractor, subcontractor, supplier and materialmen providing labor and/or materials within fourteen (14) days of demand for same by the Licensor.
- 25. No Third Party Beneficiaries and/or Waiver of Immunities. This License Agreement is entered into solely for the benefit of the contracting parties, and nothing in this License Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and Licensor who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed or interpreted as an express or implied waiver of any common law or statutory immunity and/or privilege of the Park District and/or any of its officials, park commissioners, officers, employees, volunteers and/or agents as to any claim, cause, cause of action and/or liability of any kind whatsoever, and all such privileges and immunities are hereby reserved.
- 26. <u>Compliance with Laws</u>. Licensee agrees to adhere to all Federal, State, Cook County, Village of Hanover Park, Illinois Department of Public Health ("IDPH"), Illinois Department of Commerce and Economic Opportunity ("DCEO") laws, statutes, ordinances, rules, regulations, Governor's Executive Orders, and guidelines, including but not limited to those relating to the COVID-19 pandemic, that may be in effect and pertain to the use of the Licensed Premises by the Licensee and the Licensee's Parties,

including use of the Licensed Premises by the Licensee for its cricket games, matches, practices, and other Cricket Club Activities as in effect and as may be amended throughout the Term of this Agreement.

27. Taxes. Licensee acknowledges that the Licensed Premises are currently exempt from all taxes, including, but not limited to, real estate taxes. In the event, however, (a) this License Agreement or the rights granted under this Agreement, (b) any Sub-license Agreement, or other grant of use or assignment by Licensee and/or (c) the use and/or operations of Licensee and/or Licensee's Parties, sub-licensees or assignees, results in a full or partial loss of such real estate tax exemption or in the assessment of real estate taxes and/or a tax on any leasehold and/or sub-leasehold interest, then Licensee agrees to pay any such taxes and/or tax on any such leasehold and/or sub-leasehold interest to the Park District, but reserves the right to appeal such assessment, prior to the due date therefore for each tax year this Agreement remains in effect, including any and all extensions and/or renewals thereof. This obligation shall survive the expiration and/or termination of this Agreement.

#### 28. Miscellaneous.

- A. The parties agree that no change or modification to this Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement.
- B. The parties agree that the titles of the items of this Agreement, hereinabove set forth, are for convenience of identification only and shall not be considered for any other purpose.
- C. This Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois, and the exclusive venue for purposes of enforcement of this Agreement shall be the Circuit Court of Cook County, Illinois.
- D. The parties agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.
- E. Licensee shall not assign any rights granted hereunder without the prior written approval of Licensor, which Licensor may withhold in its sole and absolute discretion.

Licensee:	Licensor:
MWCC Sports League and Academy	Hanover Park Park District
By: Printed Name: Its President	By: President
Attest:	Attest:
Printed Name: Its Secretary	Assistant Secretary

# **INDEX OF EXHIBITS**

A-1	Legal Description for Community Park
A-2	Legal Description for Heritage Park
В	Cricket Fields, Days and Hours of Use for Cricket Matches
С	LICENSE FEE CALCULATION
D	Licensee's Certificate of Insurance

# **EXHIBIT A-1**

# LEGAL DESCRIPTION FOR COMMUNITY PARK

THE NORTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

# **EXHIBIT A-2**

# LEGAL DESCRIPTION FOR HERITAGE PARK

LOTS 108 AND 109 IN FARMINGTON UNIT ONE PHASE II, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 18, 1988, AS DOCUMENT R88-092775, IN DUPAGE COUNTY, ILLINOIS.

### **EXHIBIT B**

# CRICKET FIELDS, DAYS AND HOURS OF USE FOR LICENSEE'S CRICKET MATCHES

#### **Community Park Field 2024 dates and times**

9 am-11 pm April 27, 28 May 26, 26 June 2, 9, 16 June 30 July 3, 4 July 9, 10, 11, 12, 15, 19, 22, 23, 24, 25 August 11, 18 September 7, 14, 15, 21, 22, 28 October 5, 6, 12, 13, 19, 26

9 am-6 pm July 2 July 5

2-11 pm June 22, 29 July 6 August 3, 17, 31 September 1

6:30-11 pm May 13-17, 20,23,24, 27, 31 June 4, 5, 6, 7, 10, 17, 18, 19, 20 August 6, 7, 8, 9, 10, 12, 19, 20, 21, 23, 26, 30 September 2, 3, 4, 5, 6, 17, 18, 19, 27, 30 October 1, 2, 3, 4, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18

#### Heritage Park Field 2024 dates and times

9am – 6 pm May 4, 11, 18, 25 June 1, 8, 15, 22, 29 July 6, 13, 20, 27 August 3, 10, 17, 24, 31 September 7, 14, 21, 28 October 5, 6, 12, 13

# **EXHIBIT C**

# LICENSE FEE CALCULATION FOR TEAM

#### **Field Rentals**

Community Park
Cricket Field Rental | \$72 per hour
Lights an additional | \$39 an hour

Heritage Park Cricket Field Rental | \$35 per hour

Athletic Rentals that book more than 10 days in one season will receive a 10% discount off the total.

#### **2024 Total Fees For MWCC**

Community Park without lights: 288 hours=\$31,968
Community Park with lights: 516.50 hours=\$37,188
Heritage Park without lights: 234 hours=\$8,190
Total: \$77,346
10% Discount: -\$7,734.60

Total amount due: \$69,611.40

# EXHIBIT D

ATTACH COPY OF LICENSEE'S CERTIFICATE OF INSURANCE



# **Anne Fox Elementary Playground Renovation**

# Hanover Park Park District

**December 8, 2023** 

Project Overview: The Anne Fox Elementary is located on Parkview Drive, in Hanover Park, Illinois. It is part of the Schaumburg Central Consolidated School District 54 System and serves as a community park site with the Hanover Park Park District maintaining the site. The playground equipment is over 20 years old and the site ready for renovation. In addition, the Park District would like to add a 2-5-year-old play equipment, a new shelter and a senior focused game area with shuffleboard and game tables. The proposed all in budget is \$569,000 for the entire project.

Project Scope: Upland Design Ltd proposes to accomplish the following work items to assist with the renovation of the Anne Fox Elementary playground and recreational amenities. Project components include:

- Renovated playground structures and swings for 5-12 year old age range
- New 2-5 playground structures
- New concrete curb and concrete entry ramp for the playground
- Replace surfacing in playgrounds with Rubberbond unitary surfacing as an alternate
- New seating with benches and/or picnic tables
- New drainage systems at playgrounds
- New picnic shelter on concrete paving
- New game area with tables and shuffleboard (or other items as desired)
- Lawn and landscape restoration
- Proposed playground designs shall meet current ADA, CPSC and ASTM standards

The project is to be implemented through public bidding and construction by a contractor.

# Site Visit and Survey

A site visit will be made to the site with District staff where existing conditions and School goals will be discussed. This can act as a kick-off meeting as well where the both the School District and Park District can share any background information, we can discuss timelines and site challenges. A summary of project goals will be prepared and shared after this meeting.

Topographic Survey: Upland Design will have an Illinois Registered Land Surveyor, JLH Land Surveyors, prepare a topographic survey of the playground and the areas adjacent. The survey will be used as a base for planning and construction document preparation.

# **Concept Plans and Play Equipment Options**

Upland Design Ltd will prepare a preliminary concept plan incorporating the project goals. A cost estimate will be prepared indicating a budget for project elements and installation of play equipment. Upland Design will coordinate with playground vendors. We will be available to the distributors to answer questions and make suggestions as they prepare play equipment designs for the School. The play options will be digitally submitted to Upland by the vendors.

# **Playground Equipment Staff Review Meeting**

Upland will then prepare a presentation for the School District and Park District to review all the options. (1 virtual meeting)

# **Playground Survey**

Upland will prepare a digital survey using survey monkey to share with the students and any other stakeholders for the park. The survey will include the playground equipment options and overall plan documents. Survey results will be tallied and shared with the Park District. Final playground options will be incorporated into the overall plans. Upland will then prepare final concept plan and send digitally to the Park District and School District.

# Construction Plans, Specifications and Bid Proposal

Based on the selected concept plans and equipment, Upland Design will prepare a set of construction plans, specifications and bid proposal for public bidding. Construction documents will address the following:

- Existing Conditions and Removal
- Layout
- Grading and Drainage
- Proposed Landscape Restoration
- Construction Details
- General and Technical Specifications
- Bid Proposal Form

The specifications will cover each area of construction. A review meeting at 95% complete construction documents will take place with Park District and School District staff. An updated estimate of construction costs will be available for review at this meeting. Comments from this meeting will be incorporated into the documents. (1 meeting)

Permits: Since the project is on School District property, Upland Design understands that local permit will not be required. If the project scope expands or it is later found that additional permits are required, additional professional scope and associated fees will be discussed.

#### Bidding

The bid documents will be distributed through Accurate Repro who will provide both digital and paper copies as requested by bidders. The District will contact contractors, will place the legal ad in a local paper and perform any other procedure as required by local purchasing policies. Upland Design will be available to answer questions during bidding, will be present at the bid opening, check bids for math accuracy, and review the bids with staff. If necessary, references will be contacted and a summary letter delivered. (1 meeting)

# **Construction Administration**

Upon award of the contract, Upland Design and our design team will make six (6) total site visits during construction. Park District staff will make additional site visits during construction.

- Review and assist with contractor field orders, change orders and clarifications.
- Review and comment on contractor provided closeout documents including warranties, manuals, and as built drawings.
- Six (6) Construction Observation site visits
- Contractor submittals and pay applications will be reviewed by Upland Design Ltd prior to being forwarded to the Park District.
- Certified Payroll will not be reviewed or retained by Upland Design Ltd.

At project completion, a walk through with Park District and School District staff to develop a punch list will be completed.

The Firm shall have the authority to act on behalf of the Owner only to the extent provided in this Agreement. The Firm shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, nor shall the Firm be responsible for the Contractor's failure to perform the construction work in accordance with the requirements of the Contract Documents.

Description	Start Date	<b>Estimated Completion Date</b>
Survey	January 2024	January 2024
Kick-Off and Concepts	January 2024	February 2024
Construction Documents	February 2024	March 2024
Bidding	March 2024	April 2024
Construction	June 4, 2024	August 15, 2024

Topographic Survey Area Shown Here:



# **Professional Fees**

The following professional fees are lump sum for the work described in for professional services by Upland Design Ltd along with sub consultant JLH Surveyor:

Topographic Survey, JLH Surveyors	\$ 5,000
Concept Plans & Meetings	\$ 6,200
Construction Plans, Specifications and Bid Proposal	\$ 27,800
Bidding	\$ 2,100
Construction Observation & Administration	\$ 7,500
Total Professional Fee	\$ 48,600

#### Reimbursable Costs:

Reimbursable items will include plotting and printing of drawings at the direct cost to Upland Design Ltd and mileage reimbursement at the current IRS reimbursement rate.

#### Notes:

- Additional Site Visits can be requested for a lump sum cost of \$700 per visit (including site visit report).
- If the project budget increases by more than 10%, then the options to increase professional fees will be and with the Park District and School District.

# AGREEMENT BETWEEN CLIENT and FIRM FOR LANDSCAPE ARCHITECTURAL SERVICES

#### **Hanover Park Park District**

1919 Walnut Avenue Hanover School, IL 60133 

And

Upland Design Ltd. 24042 Lockport Street

Phone: 815-254-0091

Client and Firm agree as set forth below:

#### 1. Firm's Basic Services

The Firm agrees to provide its professional services in accordance with generally accepted standards of its profession. The Firm agrees to put forth-reasonable efforts to comply with codes, laws and regulations in effect as of the date of this contract. See Page 1-3: Proposal Dated December 8, 2023 for description of Landscape Architectural Services.

#### 2. Excluded Services

Scope of services set forth on page 1-3 is included in this agreement. Excluded services include but are not limited the following: Hydrologic/hydraulic modeling the floodplain/floodway, engineering of any kind, wetland mitigation, archeological services, environmental testing, engineering, subsurface conditions and material testing, boundary survey, topographic survey, soil borings, construction layout; construction scheduling; construction work; work-site safety, labor negotiations, permit fees, meetings, tree survey, tree preservation plans, irrigation plans or court appearances as part of these services.

Hazardous Materials: The scope of the Firm's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

#### 3. Construction Phase Services

The Firm shall have the authority to act on behalf of the Owner only to the extent provided in this Agreement. The Firm shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, nor shall the Firm be responsible for the Contractor's failure to perform the construction work in accordance with the requirements of the Contract Documents.

#### 4. Firm's Insurance

Firm carries a minimum of the following insurance:

General Liability: \$1,000,000 each occurrence \$2,000,000 general aggregate Automobile Liability: \$1,000,000 Umbrella Liability: \$2,000,000 Worker's Compensation: \$500,000 Professional Liability: \$2,000,000.

#### 5. Client Responsibilities

The Client has designated Steve Bessette, Superintendent as the contact person for this project. The Firm will direct correspondence and information to the contact person. The Client will provide pertinent information to the Firm in a timely manner so as not to hinder or delay the Firm performing their work in a timely and cost effective manner throughout the project. The Client agrees to provide Firm with existing base information for the site and will assist the Firm with obtaining other information as requested. The Firm will rely on this information, without liability, on the accuracy and completeness of information provided by the Client. The Client agrees to advise Firm of any known or suspected contaminants at the Project Site and the Client shall be solely responsible for all subsurface soil conditions.

#### 6. Project Schedule

The Firm shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule. The Firm will attempt to make the Client aware of events that will impact the Project schedule.

#### 7. Compensation and Payments

The Client shall pay to the firm the following lump sum of \$48,600.00 for the work described herein. The fee Is due within 30 days of submittal to the Client the initial landscape plans.

Reimbursable Expenses: Firm will bill direct non-payroll expenses at cost plus 0%. Examples of expenses include printing, boards, plans and handouts, postage and delivery. Mileage will be billed at current IRS rates. If the District request additional services, the following rates apply:

Hourly Billing Rates:

Principal Landscape Architect	\$246.00
Project Manager/Sr. LA	\$189.00
Landscape Architect	\$163.00
Landscape Designer II	\$152.00
Landscape Designer	\$145.00
Construction Administrator	\$145.00
Admin	\$97.00
Intern	\$77.00

No additional work shall be added to the contract without authorization from the Client.

#### 8. Suspension or Termination of Services

If the Client in good faith determines that the Firm prosecutes or fails to prosecute its work in such manner as to hinder or delay the completion of the project, the Client may serve written notice to the Firm setting forth any complaint about Firm's performance of its work. The Firm shall have seven (7) days from receipt of such written notice in which to take corrective action. If the Firm fails to take appropriate corrective action within said seven (7) day period, the Client may exercise the following remedies:

- a. Terminate the Firm's services by a written notice effective on the date such written notice is served on the
- b. Order the remaining necessary work be done by another Firm, if desired.
- c. If the Client in good faith exercises the above remedies, Client shall be responsible to pay the Firm only for the work performed prior to termination of the contract. The above remedies shall be Client's sole and exclusive remedies in the event the Client terminates the Firm's services under this provision.
- d. The Firm may terminate this Contract upon seven days written notice. If terminated, Client agrees to pay the Firm for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination. Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if Client fails to pay the Firm in full for services rendered or expenses incurred. The Firm shall have no liability because of such suspension of service or termination due to nonpayment.

#### 9. Indemnification

The Firm agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client up to the amount of this contract fee for services from loss and expense, including reasonable attorneys' fees, to the extent caused by Firm's negligent acts, errors or omissions in the performance of the work under this Contract. Firm shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, or for any other loss of any nature, whether based on contract, tort, negligence. strict liability or otherwise, by reason of the work done under this Contract. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Firm from any damage, liability or cost, including reasonable attorneys' fees and costs of defense arising from this project, to the extent caused by the Client's negligent acts, errors or omissions and those of its other Firms, sub-consultants or consultants (whether or not the Client is legally liable for them) or anyone for whom the Client is legally liable. In the event of joint or concurrent negligence, Firm shall bear only that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of the third parties) which caused the personal injury or damage.

#### 10. Limitation of Liability

In any event, in recognition of the relative risks and benefits of the project, the Client and the Firm have allocated the risks such that the Client agrees that to the fullest extent permitted by law, the Firm's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Contract from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Firm's fee for the work rendered on this project.

# 11. Dispute Resolution

Client and Firm agree to mediate claims or disputes arising out of or relating to this Agreement as a condition precedent to litigation. The mediation shall be conducted by an agreed upon mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises and the parties agree to participate in mediation in good faith. Mediation fees shall be shared equally. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

#### 12. Ownership of Documents

Copies of the final documents may be retained by the Client at the completion of the project for their records in both print and digital PDF versions. All instruments of professional service prepared by the Firm, including, but not limited to, drawings and specifications, are the property of the Firm, and these documents shall not be reused on other projects without Firm's written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by the Firm will be at the Client's sole risk and without liability to the Firm or its employees, and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless Client from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution. The Firm reserves the right to include representations of the Project in its promotional and professional materials.

#### 13. Governing Law

This Agreement is governed by the laws of the State of Illinois.

#### 14. Entire Agreement and Severability

This Agreement is the entire and integrated agreement between Client and the Firm and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Firm. In the event that any term or provision of this agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this agreement, and the balance of this agreement shall survive and remain enforceable.

#### 15. No Assignment

Neither party can assign this Agreement without the other party's written permission.

#### 16. Expiration of Proposal

If this agreement is not accepted within 120 days, the offer to perform the described services is withdrawn and shall be null and void.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this day of 2023. Client Upland Design Ltd Julie Chuy By: \_\_\_\_\_ Michelle A. Kelly, President By:

# NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE HANOVER PARK PARK DISTRICT AND ILLINOIS FAMILY AND WELLNESS CENTERS, LLC

THIS NON-EXCLUSIVE LICENSE AGREEMENT is entered into as of January \_\_\_\_\_, 2024, between the Hanover Park Park District, an Illinois park district ("Licensor") and Illinois Family and Wellness Centers, LLC, an Illinois limited liability company (the "Licensee").

**FOR AND IN CONSIDERATION** of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. <u>License Granted.</u> Subject to the terms of this Agreement, the Licensor hereby grants to the Licensee, and to its managers, members, employees, contractors, subcontractors, volunteers and agents ("Licensee's Parties") a non-exclusive license to use a 10' x 10' portion of the lobby area just outside the tennis courts on the ground floor of the Hanover Park Park District Community Center located at 1919 Walnut Avenue, Hanover Park, Illinois (the "Licensed Premises") during hours of operation of the Centre Court Athletic Club ("CCAC") in the Community Center, to set up a table and reclining chair and pulsed electromatic fields generator and equipment ("PEMF Equipment") and to utilize the same to perform and provide pulsed electromagnetic therapy services ("PEMF Therapy Services") to any members and Licensor's and/or Licensee's respective CCAC patrons, guests, invitees, patrons, and to members of the general public present in the Community Center.

# 2. <u>Licensee Insurance Requirements</u>.

A. Licensee shall procure and maintain for the duration of the license provided herein insurance against claims for injuries to persons or damages to property which may arise from or in connection with the provision of pulsed electromagnetic field therapy services and performance of the work hereunder and the results of that work by the Licensee, and its agents, representatives, employees or subcontractors.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to the Llicensed Premises

(ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

- 2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Licensee has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 3. **Workers' Compensation:** as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease if the Licensee has any employees that will be performing any of the services upon the Licensed Premises.

If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, the Licensor requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Licensor.

#### B. Other Insurance Provisions:

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

#### C. Additional Insured Status

The Hanover Park Park District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

### D. Primary Coverage

For any claims related to this Agreement, the Licensee's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Licensor, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Licensor, its officers, officials, employees, or volunteers shall be in excess of the Licensee's insurance and shall not contribute with it.

#### E. Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the Licensor.

# F. Waiver of Subrogation

Licensee hereby grants to Licensor a waiver of any right to subrogation which any insurer of said Licensee may acquire against the Licensor by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Licensor has received a waiver of subrogation endorsement from the insurer.

#### G. Self-Insured Retentions

Self-Insured retentions must be declared to and approved by the Licensor. The Licensor may require the Licensee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Licensor.

# H. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Licensor.

#### I. Claims Made Policies

If any of the required policies provide claims-made coverage:

- 1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- 2. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract work.*
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Licensee must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

# J. Verification of Coverage

Licensee shall furnish the Licensor with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Licensor before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them. The Licensor reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.

3. <u>Licensee Indemnification of Licensor</u>. To the fullest extent permitted by law, the Licensee shall hold harmless, defend and indemnify the Hanover Park Park District

and its officers, officials, employees, volunteers and agents from and against all liability, loss, damages, and expenses (including, but not limited to, costs and fees of litigation and reasonable attorney's fees) of every kind and nature arising out of or in connection with (i) any act, omission, wrongful act or negligence of the Licensee or any of the Licensee's Parties, or anyone acting on behalf of it, or any of them; (ii) any accident, injury or damages whatsoever occurring, growing out of, or incident to, or resulting directly or indirectly from the provision of PEMF Therapy Services or the PEMF Equipment; or (iii) the Licensee's failure to comply with any of its obligations contained in this Agreement, except for such loss or damage caused by the sole negligence or willful misconduct of the Licensor.

- 4. <u>Licensee shall Procure Waiver, Release of All Claims and Hold Harmless Agreement From All PEMF Participants Prior to Performing PEMF Services</u>. Licensee shall procure a Waiver, Release of All Claims and Hold Harmless Agreement, in the form and substance set forth on Exhibit A, signed by each prospective recipient with two witnesses PRIOR to performing any PEMF Therapy Services upon that individual. All participants receiving PEMF Therapy Services must be at least 18 years of age.
- 5. <u>Either Party May Terminate Agreement Except For Insurance and Indemnification Obligations</u>. Either party may terminate this Agreement on no less than thirty (30) days prior written notice of termination provided to the other party; however, such termination shall not cancel the Licensee's insurance and indemnification obligations with respect to any claim or injury that arise out of the PEMF Equipment, or the failure of the Licensee to procure the Waiver, Release of All Claims and Hold Harmless Agreement for the recipient of PEMF Therapy Services, that occurred or arose out of any PEMF Therapy Services provided prior to the effective date of the termination of this Agreement.

LICENSEE	LICENSOR:
Illinois Family and Wellness Centers, LLC	Hanover Park Park District
By: Printed Name: Title: Its Manager	By: President Attest:
	Assistant Secretary

# WAIVER, RELEASE OF ALL CLAIMS AND HOLD HARMLESS AGREEMENT

Program: Pulsed Electromagnetic Fields ("PEMF") Therapy
Printed Name of PEMF Participant:
Name of PEMF Therapy Provider: Illinois Family and Wellness Centers, LLC.
Name of Sponsoring Entity/Licensor: Hanover Park Park District
,, affirm that I am of legal age (18 years or older), and have carefully read and understand the contents of this Waiver and Release of all Claims and Hold Harmless Agreement. I willingly agree to abide by the terms and conditions stated herein.

As a customer at Illinois Family Health and Wellness Centers, LLC ("IFHWC"), and prospective recipient/participant of PEMF Therapy administered by employees or agents using PEMF equipment owned, leased, operated and maintained by IFHWC on premises owned by the Hanover Park Park District ("HPPD") pursuant to a License Agreement Between IFHWC and the HPPD to utilize space in the HPPD's Community Center by IFHWC and its managers, members, employees, contractors, and agents ("Licensee's Agents") to perform PEMF Therapy services, I certify that the following statements are true and correct, and I agree to the following guidelines for myself while undergoing PEMF Therapy:

- I certify and confirm that I am not presently undergoing chemotherapy or experiencing pregnancy.
- I certify and confirm that I do not possess a pacemaker or any other implanted stimulator.
- I agree to refrain from wearing chains, using cell phones, electronic watches, or carrying credit cards within the PEMF Therapy treatment area and within ten (10) feet of any PEMF equipment. Other jewelry is permitted.
- I agree to keep car keys with intelligent chips away from the PEMF Therapy treatment area and not within ten (10) feet of any PEMF equipment.

<u>I acknowledge that I am solely responsible for any damages resulting from non-compliance with</u> the aforementioned certifications/confirmations and agreements.

Please read this form carefully and be aware that in agreeing to receive and participate in PEMF Therapy, you will be waiving and releasing all claims for injuries arising out of the program, that you, or the above participant, might sustain. The terms "I", "me" and "my" refer to the participants in the IFHWC program. In participating in the program and receiving PEMF Therapy, you are agreeing as follows:

As a participant in the program, I recognize and acknowledge that there are certain risks of physical injury and I agree to assume the full risks of any injuries, including death, damages or loss which I may sustain as a result of participating, in any manner, in any and all activities connected with or associated with such program.

I agree to waive and relinquish any and all claims I may have as a result of receiving PEMF Therapy services provided by IFHWC and participating in the program against IFHWC, the Hanover Park Park District, and against their respective officials, officers, members, managers, agents, servants and employees, and any and all other persons and entities, of whatever nature, that might be directly or indirectly liable for any injuries that I might sustain while receiving PEMF Therapy and participating in the program. (The parties described in the preceding sentence are referred to as "released parties" in the remaining provisions of this Agreement.)

I do hereby fully release and discharge the IFHWC, the Hanover Park Park District, and any and all other released parties, from any and all claims resulting from injuries, including death, damages and losses sustained by anyone, and arising out of, connected with or in any way associated with my conduct and the receipt of PEMF therapy services and other activities of the program.

I further understand and agree that the terms such as "participation", "program" and "activities" referred to in this Waiver, include receiving PEMF Therapy and the use of PEMF equipment while I am participating in the program, and further include the provision of or failure to provide proper instructions or supervision, the use and adjustment of any and all machinery, equipment and apparatus, and anything related to my receipt of the PEMF Therapy services, or use of facilities or premises involved in the program.

I understand the nature of the PEMF Therapy services provided by IFHWC upon the HPPD premises, and have read and fully understand this Waiver, Release of All Claims and Hold Harmless Agreement. I further understand that any advisements or warnings of the particular risks of this activity that I subsequently receive will be incorporated by reference into and become a part of this Agreement.

I also specifically release the PEMF equipment, its manufacturer, distributor, dealer, and their respective employees and agents from any claims arising from or related to my exposure to and use of the magnetic pulse generator and equipment owned, leased, maintained and operated by IFHWC.

In the event that legal action is required to enforce the terms of this Agreement, or is brought against IFHWC or HPPD or any of the released parties, by me or by my heirs, estate or legal representative notwithstanding the fact that I have executed this Agreement, I agree, for myself, my heirs, and my estate to indemnify and hold harmless IFHWC, the HPPD, and the released parties from all liability, laws, judgments and for all attorney's fees and associated costs. I agree that the interpretation and governance of this liability shall be subject to the laws of the State of Illinois.

Signature of Participant	Date
Signature of Witness	Date
Signature of Witness	 Date