

**MUNDELEIN PARK & RECREATION DISTRICT
REGULAR BOARD MEETING**

Monday, March 25, 2019

7:30 p.m.

AGENDA

Call To Order:

Pledge of Allegiance:

Roll Call: Dolan, Frasier, Knudson, McGrath, Ortega

Approval of Minutes: Committee Meeting March 11, 2019
Regular Meeting March 11, 2019

Approval of Disbursements: Warrants – 031919, 032219, 032519 = \$219,924.17

Financials: February

Police Report: February

Correspondence: Letter from VFW Post 7191

Old Business:

1. Approve NovaCare Agreement
2. Approve Ordinance 19-03-01 Amended 2018 Budget

New Business:

1. Approve 2019 Full and Part Time Wage Ranges
2. Award a Contract for Community Center Parking Lot Project
3. Award a Contract for Turf & Landscape Services
4. Approve Purchase of a Dump Truck
5. Approve Wire Transfers and ACH Origination Policy Update

Board Business: PDRMA Loss Control Review Presentation

Staff Reports:

Service Anniversaries January: Debbie Chin, 3 years; Debbie McInerney, 3 years; Matt Wells, 10 years; Ted Costa, 21 years; Candy O’Connell, 3 years; Brad Vlcek, 2 years; Christa Lawrence, 4 years; Derek Solberg, 10 years

Executive Session: Personnel 5 ILCS 120/2 (c)(1);
Purchase or Lease of Real Estate 5 ILCS 120/2 (c)(5); Imminent or
Pending Litigation 5 ILCS 120/2 (c)(11); Collective Bargaining or Salary
Schedules 5 ILCS 120/2(c)(2)

Action on Items Discussed in Executive Session, if Necessary

Visitors:

Adjournment:

Rules for Public Comment:

- A. At the start of the period for public comment the board President or acting chairperson will advise the public:
 - 1. The amount of time permitted for public comment;
 - 2. That all speakers state their name and addresses before addressing the Board;
 - 3. To avoid repetitive comments, testimony and general questions; and
 - 4. To appoint only one person to speak on behalf of a group.
- B. Each person will be permitted to speak one time only, unless the President determines that allowing a speaker to address the Board again will contribute new testimony or evidence germane to an issue on the agenda for that meeting.
- C. Unless a representative spokesperson is appointed in the manner described in rule D, all comments from the public will be limited to no more than three (3) minutes per person.
- D. Groups may register a representative spokesperson by filing an appearance form no later than one (1) hour in advance of a meeting. The appearance form must designate (i) the number of people the designee represents for the purpose of making public comment; (ii) the subject matter of the public comments; and (iii) whether the subject being represented by a group spokesperson shall be deemed to have waived their opportunity to speak independently unless the President determines that allowing such a speaker to address the Board will contribute new testimony or evidence germane to an issue on the agenda for that meeting.
 - 1. A representative spokesperson who timely files a complete appearance form to speak on a matter germane to the agenda shall be permitted to speak for three (3) minutes for each person being represented, up to a maximum of fifteen (15) minutes.
 - 2. A representative spokesperson who timely files a complete appearance form to speak on a matter not germane to the agenda shall be permitted to speak for three (3) minutes for each person being represented, up to a maximum of nine (9) minutes.
- E. The Board shall not respond to questions posed during public comment. All questions shall be recorded by the Board Secretary and a response shall be presented either during the next regular Board meeting or in writing before such meeting.
- F. All comments must be civil in nature Any person who engages in threatening, slanderous or disorderly behavior when addressing the Board shall be deemed out-of-order by the presiding officer and his or her time to address the Board at said meeting shall end.

Approved 4/14/2014 Board Meeting

Mundelein Park & Recreation District
Committee of the Whole
March 11, 2019

The Committee of the Whole meeting of the Board of Park Commissioners of the Mundelein Park and Recreation District was called to order at 7:00 pm by President DOLAN.

Present were Commissioners DOLAN, FRASIER, KNUDSON, McGRATH and ORTEGA. Staff present included Executive Director RESNICK.

Executive Director RESNICK apologized for the errors in the agreement with NovaCare. Commissioner ORTEGA said he was not comfortable approving the document until he sees a clean copy. He asked several questions about the hours of operation, insurance and use of Park District fitness equipment. President DOLAN expressed his concerns that the Board was not given a copy of the contract earlier. Executive Director RESNICK said she thought that the updates that were shared during the negotiation process was sufficient and apologized for not seeking more feedback. The Board discussed the concerns brought up by Commissioner ORTEGA and agreed an addendum could be added to address the operational issues staff have already discussed with NovaCare.

The Committee Meeting adjourned at 7:30 pm.

Secretary

**MUNDELEIN PARK AND RECREATION DISTRICT BOARD OF
PARK COMMISSIONERS, MUNDELEIN, LAKE COUNTY, ILLINOIS
HELD MONDAY, MARCH 11, 2019 AT 7:30 P.M. AT THE
MUNDELEIN COMMUNITY CENTER ADMINISTRATION OFFICES,
1401 NORTH MIDLOTHIAN ROAD, MUNDELEIN, ILLINOIS**

The regular scheduled meeting of the Board of Park Commissioners of the Mundelein Park and Recreation District, Mundelein, Lake County, Illinois, was called to order at 7:30 p.m. by President DOLAN and he asked the assemblage to rise and recite the Pledge of Allegiance.

He then directed the secretary to call the roll. Commissioners DOLAN, FRASIER, KNUDSON, McGRATH and ORTEGA were present. Staff present included Executive Director RESNICK.

Commissioner ORTEGA moved to approve the minutes of Committee Meeting and Regular Meeting of February 25, 2019 as corrected, second by Commissioner McGRATH. President DOLAN repeated the motion and asked if there were any corrections or additions and none were made. A voice vote was taken with all voting yes.

Commissioner FRASIER moved to approve Warrants 030519, 030619, 030819 and 031119 in the amount of \$311,815.67 second by Commissioner ORTEGA. President DOLAN repeated the motion and asked if there were any questions and none were raised. A roll call vote was taken with Commissioners FRASIER, ORTEGA, KNUDSON, McGRATH and DOLAN voting yes.

Old Business

Executive Director RESNICK informed the Board that the District's Auditor found an error in the 2018 Budget and Appropriation Ordinance. Their recommendation is to amend the 2018 Budget to match the Ordinance. Commissioner FRASIER moved to approve the amended 2018 Budget, second by Commissioner McGRATH. President DOLAN repeated the motion and asked if there were any questions. President DOLAN expressed his concern over the error. Executive Director RESNICK said staff have researched the issue and do not know why the error was made. She said the same tool was used for the 2019 B&A Ordinance and said she would like to amend this document and refile with the County. The Board agreed. A roll call vote was taken with Commissioners FRASIER, McGRATH, KNUDSON, ORTEGA and DOLAN voting yes.

President DOLAN said staff have spent several months negotiating with NovaCare Physical Therapy for use of space at the Community Center and the naming rights for the fitness Center. Commissioner ORTEGA moved to tentative approval of the Space and Naming Rights Agreement with NovaCare pending addition of an addendum and final review at the next Board meeting, second by Commissioner McGRATH. President DOLAN asked if there were any questions. Commissioner ORTEGA said he wanted to see a clean copy well in advance of the final vote at the March 25 meeting.

Commissioner FRASIER asked for a hardcopy. A roll call vote was taken with Commissioners ORTEGA, McGRATH, FRASIER, KNUDSON and DOLAN voting yes.

New Business

President DOLAN said the District's attorney advised the Board could grant authority to the Executive Director to approve contracts and/or agreements in excess of one year but not more than three years. Commissioner KNUDSON moved to authorize the Executive Director to approve contracts/agreements up to three years, with the maximum annual amount per contract/agreement being \$1,500, second by Commissioner ORTEGA. President DOLAN repeated the motion and asked if there were any questions and none were raised. A roll call vote was taken with Commissioners KNUDSON, ORTEGA, FRASIER, McGRATH and DOLAN voting yes.

President DOLAN introduced the Statement required by the Illinois Department of Natural Resources for the submittal of a trail grant. Commissioner FRASIER moved to adopt the Financial Certification Statement for the Trails Grant Application, second by Commissioner McGRATH. President DOLAN repeated the motion and asked if there were any questions. Commissioner FRASIER suggested the District inform the Village about the grants since they are considering a path on the former US Music property. A roll call vote was taken with Commissioners FRASIER, McGRATH, KNUDSON, ORTEGA and DOLAN voting yes.

Visitor Ron Greenberg suggested NovaCare may want to consider amortizing the space build out.

There being no further business, Commissioner ORTEGA moved to adjourn at 7:57 p.m. second by Commissioner McGRATH. The motion was unanimously approved.

Secretary



VFW Post 7191
P.O. Box 772
Mundelein, IL 60060

March 13, 2019

Dear Ms. Resnick,

I have been told that the Fort Hill Museum is being inventoried. I am formally requesting that the ceremonial Springfield rifle with the brass plate identifying as being property of my VFW Post #7191 be returned to our possession. There is also a Post flag on the wall inside the museum that was also erroneously given to the museum many years ago that I would also like to have returned, at your earliest convenience.

If there are any questions that I can help with, please call me at any time at 847-323-8555.

Thank you for your time and assistance.

Joseph Trimble

A handwritten signature in black ink that reads "Joseph Trimble".

Commander, VFW Post 7191

**MEETING REMINDER
MONDAY, MARCH 25, 2019**

**7:00 pm Committee Meeting
7:30 pm Regular Board Meeting**

Action Items

1. Approve NovaCare Agreement
2. Approve Ordinance 19-03-01 2018 Amended Budget
3. Approve 2019 Full and Part Time Wage Ranges
4. Award a Contract for Community Center Parking Lot Project
5. Award Contract for Turf & Landscape Services
6. Approve Purchase of Dump Truck
7. Approve Wire Transfers and ACH Origination Policy Update

Updates

1. IGA for Historical Commission
2. Vision and Values
3. Strat Plan Update
4. Diamond Lake Area Update
5. Village Census Committee
6. Executive Session

Action Items

The NovaCare agreement for lease of space and naming rights to the fitness center has been reviewed by the Board and our attorney has made updates.

Staff recommends approving a five year lease/marketing agreement with NovaCare Rehabilitation Services with two options for three year extensions.

The District’s Auditor advised that the 2018 amended budget should be approved by the Board in an Ordinance. The attached ordinance is the same adjustments shown to, and approved by, the Board at the March 11 meeting.

Staff recommends approving Ordinance 19-03-01 amending the 2018 Budget.

Each year, the District reviews wage ranges. For full time positions, several agencies are used depending on the position. Each agency used is listed on the attached spreadsheets. Based on the comparisons, we are recommending changes to of 5 of 24 full time positions and

Staff recommends approving changes to the wage ranges of Superintendent of Buildings & Grounds, Superintendent of Recreation, Superintendent of Business Services & IT, Marketing Manager and Accounting Clerk.

The 2019 Budget includes \$250,000 for the first phase of the Community Center parking lot renovation. The specifications included the entire project (front circle, main parking lot (west lot), spray park parking lot (east lot), sidewalk from main entrance to spray park and the sidewalk from main entrance to entrance drive). Bids came in favorable and staff is recommending a contract be awarded to reconstruct the circle drive, main parking lot (west lot) and entire sidewalk from the spray park to the main entrance drive. Because the way the bid was structured, we will award the contract and modify the award to meet the budget. The alternate is for the removal and replacement of the entire sidewalk. We will bid out the completion of the east lot and the entrance drive in 2020. Here are the bid results:

Company	Bid
Evans and Son Blacktop, West Chicago	\$245,028.62, Alternate \$24,425.84
Maneval Construction, Ingleside	\$248,312.59, Alternate \$25,974.0
Schroeder Asphalt Services, Huntley	\$254,872.70, Alternate \$23,434.50
Chicagoland Paving Contractors, Lake Zurich	\$254,954.25, Alternate \$25,135
Abbey Paving Company, Aurora	\$265,418.84, Alternate \$16,915
Allstar Asphalt, Wheeling	\$277,252.00, Alternate \$23,880
Builder’s Paving, Hillside	\$278,536.00, Alternate \$32,779
Alliance Contractors, Woodstock	\$306,219.25, Alternate \$23,880
A Lamp, Schaumburg	\$317,256.50, Alternate \$25,606.50

Staff recommends awarding a contract to Evans and Son of West Chicago in an amount not to exceed \$250,000 for the reconstruction of the circle drive, main parking lot and connected sidewalk at Community Park.

The contract for turf and landscape services expired last year and was competitively bid this month. The budget includes \$11,000 for this work. We have worked with Apex for the past three years.

Company	Bid
Apex Landscaping, Inc., Lake Zurich	\$10,075
Buhrman Design Group, Mundelein	\$20,200
Millieu Design, Inc., Wheeling	\$22,890
Fleck's Landscaping, Wheeling	\$27,580

Staff recommends awarding a one year contract with the option for two additional one year renewals to Apex Landscaping in the amount of \$10,075.

The 2019 Budget includes \$60,000 for the purchase of a dump truck for the Parks Department. The Board must approve the purchase, through the Illinois Joint Purchase Program and the Sourcewell Joint Purchase Program in order for the vehicle to be ordered. A September delivery is expected

Staff recommends approving the purchase of a 2019 Ford F450 Dump Truck from the Illinois Joint Purchase Program Purchase Program and the truck bed and snow/ice removal implements from the Sourcewell Joint Purchase Program in an amount not to exceed \$60,000.

Our current policy regarding wire transfers does not allow for staff that are responsible for certain functions to make sure transfers. For instance, the Human Resource Manager creates a payment file for any staff on direct deposit and the Accounting Clerk submits sales tax payments electronically. Staff has modified the policy to allow for them to perform these duties.

Staff recommends approve the updated Wire Transfer and ACH Origination Policy in the Administrative Policy Manual.

Updates

With the Village's creation of a Historical Commission, we asked our attorney to draft an Intergovernmental Agreement which we shared with Village staff. The IGA is attached as a redline version, with the redline being their comments.

Last month we began developing a Vision Statement and Values for the District. Attached is the second draft for Board discussion. We are showing an example of how we would like to display the values with a brief description for each word.

I spoke with President Dolan on was to keep the Board up to date without overwhelming you with information. Staff plan on presenting quarterly financial reports to the Board four times a year (May, August, November, February) as well as updating the strategic plan twice a year and updating you on the Workplan three times a year. The Strategic Plan update is enclosed and we will present the Workplan update next month.

The Village held a meeting March 19th seeking input on their Comprehensive Plan, specifically for the Diamond Lake Subarea. The meeting was very well attended and people shared their concerns and asked several questions of Village staff. Several residents asked about the Park District's involvement and I explained the Village sought our input and we were supportive of their plan in concept, but had no concrete plans or funding to execute the plan.

The Village has asked me to serve on their Complete Count Committee. This is a committee to assist with the next census.

An Executive Session will be held to discussion Purchase or Lease of Real Estate.

COMMERCIAL LEASE & MARKETING AGREEMENT

LEASE SUMMARY:

LESSOR: MUNDELEIN PARK & RECREATION DISTRICT
1401 N. Midlothian Road, Mundelein, Illinois 60060

LESSEE: RCI (WRS), Inc. dba NovaCare Rehabilitation
4714 Gettysburg Road, Mechanicsburg, PA 17055

PROPERTY: 1401 N. Midlothian Road, Mundelein, Illinois 60060

PREMISES: 936 square feet of office space located on first floor of the aforementioned property commonly known as the Activity Room, as more specifically depicted in Exhibit A.

DATE: _____, 2019

TERMS OF LEASE: Upon completion of construction and issuance of a Certificate of Occupancy for sixty (60) months.

RENT: \$50,000 per year, paid in semi-annual installments on January 1 and July 1. See Section 3.1 for the allocation thereof.

ADDITIONAL RENT: See Section 3.3

SECURITY DEPOSIT: \$0.00

RENT DUE DATE: January 1 and July 1, each year during the term
IDENTIFICATION OF
OWNER/AGENT Margaret Resnick, Executive Director
AUTHORIZED TO Mundelein Park & Recreation District
ACCEPT SERVICE/ 1401 N. Midlothian Road
RECEIPT OF NOTICE Mundelein, Illinois 60031

This commercial lease (Lease) is made and entered into as of _____ (the Effective Date), by and between MUNDELEIN PARK AND RECREATION DISTRICT (Lessor or "Park District") and RCI (WRS), INC. dba NovaCare Rehabilitation (Lessee or "Nova Care").

1. PREMISES.

In consideration of the mutual promises, covenants, and conditions herein set forth, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the premises (Leased Premises) (which are deemed to contain approximately 936 square feet of Floor Area) which are located in the building commonly known as 1401 N. Midlothian Road, Mundelein, Illinois 60060 (Building), and which Leased Premises are approximately shown by crosshatching on Exhibit A hereto. The portion of the Leased Premises to be leased by Lessee subject to these Lease terms is situated in an area commonly known as the Activity Room on 1st floor of the Mundelein Community Center.

Lessor expressly reserves (a) the use of the exterior rear and side walls and roof of the Leased Premises and the exclusive use of any space between the ceiling of the Leased Premises and the floor above or the roof of the Building(s), and (b) the right to install, maintain, use, repair, service and replace the mechanical systems in the premises. Repair and replacement to and for the mechanical systems shall be at the sole cost and expense of the Lessor unless damage or repairs/replacements are caused by the misfeasance or malfeasance of the Lessee in which case Lessee shall solely be responsible for said expenses.

2. TERM.

2.1 Term. The Term of this Lease shall be for the period of five (5) years commencing on the date Lessee's construction is complete and a certificate of occupancy is issued and terminating on the last day of the last month of the Term (the "Lease Term" or "Term").

2.1.1 Lessor agrees to deliver and Lessee agrees to accept from Lessor possession of the Premises on the Effective Date.

2.1.2 For purposes of this Lease, Lessor shall deliver the Leased Premises in an AS-IS, WHERE-IS condition, with all faults. The foregoing shall not however relieve Lessor of its maintenance obligations contained in the Lease.

2.1.3 Notwithstanding the Effective Date occurring after the date hereof, (a) this Lease shall be a binding contractual obligation effective upon the execution and delivery hereof by Lessor and Lessee, and (b) as of the first date following such full execution and delivery that Lessee enters the Leased Premises for any purpose whatsoever, all of the terms and provisions of this Lease (except as excluded by this Lease) shall apply with respect thereto.

2.1.4 Lessor grants to Lessee an option (the "Option") to extend the Lease term for up to two additional periods (each a "Renewal Term") of three (3) years each on the same terms and conditions as this Agreement, except as hereafter set forth. The Option can be exercised only by Lessee delivering written notice of exercise to Lessor at least one hundred twenty (120) calendar days before the expiration of the Lease term. The fee for each Renewal Term shall be Fifty Five Thousand Dollars (\$55,000) per year.

2.1.5 Notwithstanding anything to the contrary, Lessee shall have the option and right to terminate this Lease Agreement prior to the expiration of the original term or renewal term, if any, such termination to be effective at any time after the completion of forty two (42) months from the original Commencement Date of the Lease. Lessee shall exercise such option by giving written notice thereof to the Lessor no less than one hundred twenty (120) days prior to the effective date of the termination, identifying the planned termination date.

2.1.6 Lessee shall not be required or obligated to open for business during certain days of the week or to conduct business during certain times of the day, provided, however, that Lessee may only be open for business during the Building's normal operating hours, as the Lessor may establish or change from time to time. Lessee shall have the right and option to terminate its operations in the Leased Premises and vacate same provided that such termination shall not relieve Lessee from its obligations to make payments under the Agreement or otherwise relieve Lessee from any other terms or conditions of the Lease. In the event Lessee vacates or abandons the Leased Premises, or ceases to conduct licensed physical therapy and related uses, for sixty consecutive days during any part of the Term or a Renewal Term. Lessor shall have the right to repossess and occupy the Leases Premises for Lessor's own park and recreational purposes.

3. RENT.

3.1 Rental Payment. Lessee shall pay to Lessor the Rent described in the Lease Summary in advance in semi-annual installments on or before the first day of January 1 and July 1 of each year of the Lease Term from and after the Effective Date. All Rent shall be payable without demand, deduction, or offset to Lessor at the address stated in the Lease Summary, or to such other persons or at such other places as Lessor may designate in writing. For the purpose of this Agreement, the Parties agree that 24% of the Rent shall be allocated to the leasehold interest in the Leased Premises (the "Lease Rent") and 76% shall be allocated to the marketing benefits described in Article 4 (the "Marketing Rent").

3.2 Security Deposit. N/A

3.3 COMMON AREA EXPENSES, TAXES, AND INSURANCE. Lessor and Lessee agree that Lessee shall pay "Additional Rent" in addition to the Rent for Lessee's share of Lessor's Real Property Taxes and assessments. Lessor and Lessee agree that all Real Property Taxes attributable to Lessee's leasehold interest shall be paid in full by Lessee no later than ten (10) business days before such taxes are delinquent, provided that Lessee's aggregate liability for Real Property Taxes for each tax year shall not exceed One Thousand Five Hundred Dollars (\$1,500.00).

4. MARKETING OBLIGATIONS.

4.1 Building Name; Sponsorship.

4.1.1 The Building shall be named "NovaCare Fitness Center, a Mundelein Park & Recreation District facility." Such name shall be the sole name attached to the Building during the Term. The Park District and NovaCare shall use the full name whenever either party refers to the fitness center by name.

4.1.2 The Lessor represents and warrants to Lessee that the Lessor shall not enter into a similar agreement with any other party designating such party as the "Named Facility Sponsor", the "Main Facility Sponsor", the "Official Sponsor of the Facility" or similar means of reference

involving the facility. Nevertheless, the Lessor may enter into other sponsorship agreements, advertising agreements or signage agreements that do not violate the requirements and prohibitions of this paragraph or this Agreement (including, but not limited to, 4.1.3 below).

4.1.3 In addition to the foregoing, the Lessor agrees that no other sponsorship agreement or advertising in or on the fitness center facility or sponsorship of or any other advertising sold by the Park District shall promote any other Physical Therapy Center (as defined below) without the prior written consent of Lessee.

Nothing in this Agreement shall limit the right of the Lessor to sell, or the right of any party (including other physical therapists) to purchase, tickets for any Park District events held at the Building or the rights to be identified during such events by public announcements. In addition, nothing herein shall prohibit the purchase or sale of the right to use any other area by any party (including other physical therapy providers) so long as the privilege of using such facilities is on a temporary use basis using only public displays and signage. Such parties may not place a permanent identification sign on or near any office, room or activity site if such business is in the physical therapy industry.

The Lessor and Lessee do hereby acknowledge that third parties may occupy all or part of the facility from time to time who may express opinions on various subject matter which may be contrary to the principles, beliefs and opinions of Lessee. Therefore, in the event a third party leases, licenses or otherwise obtains the right to use or occupy space within the Building, Park District agrees that it will incorporate into such lease, license or other occupancy document the following language:

Park District has a Naming Rights Agreement with RCI (WRS), INC. dba NovaCare Rehabilitation for its facility commonly referred to as NovaCare Fitness Center, a Mundelein Park & Recreation District facility. You agree, by signing the rental or use Agreement with Park District, for the use of such Park District facility, to inform your audience, verbal and/or with written communication, that any viewpoints, philosophies, or positions presented by you or your representatives, are strictly your own and in no way reflect the views, philosophies or positions of RCI (WRS), INC. dba NovaCare Rehabilitation, its sponsors, or its members of the staff. This notice is not intended to restrict in any way any person's free expression of beliefs which may be espoused by you or your organization consistent with Park District's general requirements and other rules and regulations promulgated by Park District from time to time.

The term "physical therapy center", "physical therapy provider" and/or physical therapy industry shall mean any person or entity engaged in the business of providing out-patient physical therapy and occupational therapy services, including physical therapy, occupational therapy, hand therapy, aquatic therapy, working condition, industrial rehabilitation, functional capacity assessment and sports performance enhancement services relating thereto.

The term "NovaCare" as used in the Agreement shall have the same meaning as the word "physical therapy center".

The parties acknowledge that the Building is owned by the Mundelein Park & Recreation District. The Park District shall at all times during the term of this Agreement be entitled to affix

its name to the Building and Premises so long as such placement does not diminish the visual effect of the area of the Premises where NovaCare's name is affixed thereto.

4.1.4 In the event of a change in ownership or name of Lessee, Lessee may change the name of the facility with the prior approval of the Park District, which approval shall not be unreasonably withheld. In such event, the facility mark, the facility logo and the main facility name, as such items are defined in this Agreement, shall be modified accordingly. Lessee, or its successor, as the case may be, shall be responsible for the cost associated with a facility name change.

4.2 Facility Mark and Facility Logo. At no expense to the Lessor, Lessee with the collaboration of the Lessor shall design and produce one or more marks consisting of the words "NovaCare Fitness Center", a Mundelein Park & Recreation District facility, or such other name and logo as mutually agreed by the parties. Lessee represents to the Lessor that it intends to incorporate with its name its present logo currently in use at the Lessee's facility at {370 Bank Dr, McHenry}, Illinois. A copy of the NovaCare logo is attached hereto as Exhibit "B" and made a part hereof. Neither the facility mark nor the facility logo may be changed without the written consent of the Lessor which consent shall not be unreasonably withheld. The Lessor shall incorporate the facility mark and/or facility logo in printed materials produced and distributed by it including printed advertisements, press releases, direct mail pieces, and the Lessor's web site related to the fitness center.

The Lessor reserves all rights in and to the facility mark and the likeness of the facility except as may be otherwise specifically set forth in the Agreement. The facility logo utilizing the present logo of NovaCare when used separate and apart from the facility mark shall remain the exclusive property of Lessee. The Park District hereby grants to Lessee a royalty free, non-transferable, non-exclusive worldwide license to use the facility mark and facility logo for its purposes during the term of this Agreement.

4.3 Signage. The marquee and monument identification entry sign on Midlothian Road and the north lobby wall shall contain the name "NovaCare Fitness Center", a Mundelein Park & Recreation District facility. Such building mark shall be set forth on the sign and wall as set forth on the rendering which is attached hereto as Exhibit "C" and as hereinafter agreed to by the Park District's Executive Director, and Lessee. The Park District shall be responsible for all costs and expenses associated with the design, production, installation and maintenance of the main entry signs and any directional signage.

4.4 Cross Marketing. NovaCare and Park District shall cooperate in good faith regarding the inclusion of marketing materials of the other in their respective public relations and marketing programs.

4.5 Lectures and Seminars. During the term of this Agreement, NovaCare shall have the privilege of conducting seminars and lectures pertaining to various general healthcare topics which have been agreed upon in advance with the Park District. The time, date and place of such seminars within the Building shall be mutually agreed to by the Park District and NovaCare. Such topics as injury prevention, senior strength and general sports condition and preventive care medical topics may be advertised by NovaCare in its brochures at NovaCare's expense. In the event NovaCare conducts a seminar on a topic which has not been agreed upon in advance by Park District, Park District shall deem such act to be a material breach of this Agreement.

4.6 Permitted Use of Intellectual Property.

4.6.1 NovaCare Intellectual Property. NovaCare's trademarks, emblems, names, logos, designs, art work and other symbols and devices associated with NovaCare products and services ("NovaCare Intellectual Properties") are and shall remain property of NovaCare, whether or not registered under trademark or copyright law. NovaCare hereby grants to the Park District a royalty free worldwide license for the Term, to use NovaCare Intellectual Properties, but only for the purpose of advertising and promoting the Building or Premises and events therein; provided NovaCare shall have the right to approve all such uses, exercised reasonably, in writing, in advance of publication or distribution. In the event the Park District wishes to incorporate Nova Care Intellectual Properties into written materials or signs, the Park District shall submit its proposed use of NovaCare Intellectual Properties to NovaCare in writing. NovaCare shall use reasonable efforts to review and provide a final response within five (5) business days of receipt. Approval of such uses shall be deemed to have been given if a written objection thereto is not provided with said five (5) day period. The Park District shall use NovaCare Intellectual Properties in accordance with policies that NovaCare may promulgate from time to time or as may be otherwise approved by NovaCare. The right to use NovaCare Intellectual Properties is non-exclusive, non-assignable and non-transferable. The Park District shall affix NovaCare's trademark or other proper notice of NovaCare's mark on Park District material which displays NovaCare Intellectual Properties.

4.6.2 Park District Intellectual Property. Park District trademarks, service marks, emblems, designs, names, logos, art work and other symbols and devices associated with the Park District, including, but not limited to the building mark and building logo ("Park District Intellectual Properties") are and shall remain the property of the Park District, whether or not registered under trademark or copyright laws. In addition the Park District reserves all rights in and to the likeness of the Building. The Park District hereby grants to NovaCare a royalty free, non-transferable, non-exclusive worldwide license to use the building mark and building logo for its purposes during the Term, but only for the purpose of advertising and promoting the Building or Premises and events therein; provided Park District shall have the right to approve all such uses, exercised reasonably, in writing, in advance of publication or distribution. In the event NovaCare wishes to incorporate Park District Intellectual Properties into written materials or signs, Nova Care shall submit its proposed use of Park District Intellectual Properties to Park District in writing. Park District shall use reasonable efforts to review and provide a final response within five (5) business days of receipt. Approval of such uses shall be deemed to have been given if a written objection thereto is not provided with said five (5) day period. NovaCare shall affix the Park District's trademark or other proper notice of the Park District's mark on NovaCare materials which display Park District's Intellectual Property.

4.7 Right of First Refusal. If the Park District receives an offer for naming rights to commence upon the expiration of the Term from a third party prior to the expiration of Term, said offer shall be communicated by the Park District to NovaCare within fifteen (15) business days. Within fifteen (15) business days thereafter, NovaCare shall notify the Park District if it intends to exercise its right of first refusal and enter into an extension under terms no less than the third party's offer. In the event Nova Care's right of first refusal expires without exercise, the Park District shall have the right to enter into an agreement for naming rights upon the expiration of the Term including any renewal periods.

4.8 The parties acknowledge that the premises are publicly owned and subject to certain federal and state prohibitions regarding the establishment and free exercise of religion. As such the Park District may, at no cost to the Park District, prohibit the display and require the removal of items and symbols that the Park District reasonably determines may subject the Park District to liability or require the Park District to

engage in litigation. Religious symbols may not be placed or affixed to the premises, nor may any religious material be disseminated therein. It is the intention of NovaCare to only disseminate information pertaining directly to issues of wellness and disease management and no religious proselytizing shall be permitted in, on or about the Premises by any employee or volunteer of NovaCare. Furthermore, the Park District may, at no cost to the Park District, prohibit the display and require the removal of items and symbols that the Park District reasonably determines to be obscene or libelous.

5. COMMON AREA.

5.1 Common Area. "Common Area" is defined as all areas and facilities within the Building not appropriated to the exclusive occupancy of Lessees, and facilities, utilities, or equipment outside the Building which serve the Building, including, but not limited to, all vehicle parking spaces or areas, roads, traffic lanes, driveways, sidewalks, pedestrian walkways, landscaped areas, signs, service delivery facilities, common storage areas, common utility facilities, and all other areas for nonexclusive use in the Building that may from time to time exist. Common Areas shall include the roofs and exterior walls (other than storefronts) of premises in the Building, all shared utility systems to the point of entry to any individual leased premises, and all utility systems that are exterior to the Building other than (a) heating, ventilating, and cooling system components or elements that serve individual leased premises; and (b) sewer laterals to the point of junction with a common sewer line, which shall be the responsibility of individual Lessees whose premises are served by such lateral.

5.2 Common Area Maintenance. The term "Common Area Maintenance" shall include, without limitation, all amounts paid by Lessor for the maintenance, repair, replacement, operation, and management of the Common Area and the Building, including insurance covering the Common Area and the Building and shall include, without limitation, the costs of gardening; landscaping; security; alarm systems; signage; property management; painting; lighting and other utilities (including, but not limited to electricity, gas, water, and telephone); cleaning, snow and ice removal; Common Area trash removal; Lessee's trash removal (if contracted by the Building); any contracts for services or supplies to be provided in connection with the maintenance, management, and operation, of such Common Area; third-party management fees; any lien or encumbrance levied against the Common Area and discharged by Lessor; accounting and legal fees; and any other cost of operation of the improvements on the Common Area including all assessments, charges, association fees, and the like levied or assessed pursuant to any declaration of covenants, conditions, and restrictions, reciprocal easement agreement, or comparable document encumbering all or any portion of the Building; depreciation and replacement of equipment; and the costs of public liability and all-risk property damage insurance covering the Building (including earthquake and flood insurance, if purchased by Lessor). Notwithstanding the foregoing, Lessor shall, at its sole expense, maintain the building structure, roof, common areas and parking lot during the term of the Lease, including any extension thereto.

5.3 Control of the Common Area. Lessor shall have exclusive control of the Common Area and may exclude any person from use thereof except bona fide customers and service suppliers of Lessee. Lessee acknowledges that Lessor may change the shape, size, location, number, and extent of the improvements to any portion of the Building without Lessee's consent. Lessee and its agents, employees, sublessees, assignees, contractors, and invitees shall observe faithfully and comply with the rules and regulations for the Building delivered by the Lessor from time to time. Lessee agrees to keep the Common Area free and clear of any obstructions created or permitted by Lessee or resulting from Lessee's operation and to use the Common Area only for normal activities: parking, ingress, and egress by Lessee and its employees, agents, representatives, licensees, and invitees to and from the Leased Premises and Building. If unauthorized persons are using the Building by reason of the presence of Lessee in the Building, Lessee,

upon demand of Lessor, shall correct such situation by appropriate action and proceedings against all such unauthorized persons. Nothing herein shall affect the rights of Lessor at any time to remove any such unauthorized persons from said areas or to prevent the use of said areas by such unauthorized persons.

6. TAXES. The term "Real Property Taxes" shall include, without limitation, any general or special assessment tax, commercial rental tax, in lieu tax, levy, charge, or similar imposition imposed by any authority, including any government or any school, agricultural, lighting, fire protection, police protection, street, sidewalk and road maintenance, refuse removal, sewer, storm drain, or recycled water facilities, or governmental services previously provided without charge (or for a lesser charge) to property owners and occupants, or other improvement or special assessment district or any agency or public body, as against any legal or equitable interest of Lessor in the Leased Premises and/or the Building, together with the reasonable costs of professional consultants and/or counsel to analyze tax bills and prosecute any protests, refunds, and appeals for the period covered during the Lease Term.

7. INSURANCE; INDEMNITY; SUBROGATION.

7.1 General. All insurance policies required to be carried by Lessee under this Lease shall (a) be written by companies rated A-/VIII or better in the most recent edition of BEST'S INSURANCE REPORTS and authorized to do business in the state in which the Building is located and (b) name Lessor and any parties designated by Lessor as additional insureds. Any deductible amounts greater than \$10,000 under any insurance policies required hereunder shall be subject to Lessor's prior written approval, which shall not be unreasonably withheld. Lessee shall deliver to Lessor certified copies of its insurance policies, or an original certificate evidencing that such coverage is in effect, on the Effective Date and thereafter at least five (5) business days before the expiration dates of expiring policies. Coverage shall not be canceled or materially reduced (and the certificate of insurance furnished by Lessee shall verify same), except after Lessee gives five (5) business days' prior written notice to Lessor's property administrator. Lessee's coverage shall be primary insurance with respect to Lessor and its property administrator, and the officers, directors, and employees of both of them. Any insurance or self-insurance maintained by Lessor and/or its property administrator shall be in excess of, and not contributing with, Lessee's insurance. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to any aggregate limit applicable to the insuring party's policy.

7.2 Lessee's Liability Insurance. Lessee shall keep in force during the term of this Lease a policy of commercial general liability insurance insuring against any liability arising out of Lessee's use, occupancy, or maintenance of the Premises and the acts, omissions, and negligence of Lessee, its agents, employees, contractors, and invitees in and about the Leased Premises and the Building. As of the Effective Date, such insurance shall provide coverage for and shall be in the amount of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage. Lessor shall have the right to increase the amount of insurance required hereunder to reflect changing market conditions or industry standards. Lessee shall also obtain and keep in force a policy or policies naming Lessor as an additional insured. Lessee shall be permitted to maintain the coverages herein subject to a self-insured retention.

7.3 Lessee's Other Insurance. Lessee shall maintain special form property coverage, with sprinkler leakage, vandalism, and malicious mischief endorsements on all of Lessee's fixtures, including Lessee improvements and betterments, equipment, and personal property on the Premises, in an amount not less than 100 percent of their full guaranteed replacement value, the proceeds of which shall, as long as the Lease is in effect, be used for the repair or replacement of the property so insured. Lessee shall maintain workers' compensation insurance in accordance with the laws of the State of Illinois in which the

Premises are located and employer's liability insurance with a limit of not less than \$500,000 each accident and \$500,000 each disease. In the event that Lessee uses vehicles, owned and non-owned, in any way to carry out business on or about the Building, Lessee shall maintain automotive liability insurance with a limit of not less than \$1,000,000 combined single limit for bodily injury and property damage.

7.4 Lessor's Insurance. Lessor shall keep and maintain, in full force and effect, a policy of fire insurance in an amount not less than one hundred (100%) percent of the full replacement value of the Leased Premises and the Building as such value may exist from time to time, including foundations, footings, and excavations. The term "Lessor's Insurance" shall mean any and all insurance maintained by Lessor, including fire insurance and extended coverage or all-risk, public liability, and any other policy that may be carried by Lessor (including earthquake and flood insurance, if purchased by Lessor) insuring the Building, or portions thereof.

7.5 Indemnification and Waiver by Lessee. To the fullest extent permitted by law, Lessee agrees (and Lessee shall cause its contractors and subcontractors to agree) that neither Lessor, nor Lessor's officials, officers, employees, agents, representatives, attorneys and contractors, and each of their successors and assigns (each, "Lessor Party" and collectively "Lessor Parties") shall be liable for any injury to or death of persons or damage to property of Lessee (or its contractors and subcontractors) or any other person from the date of this Lease and fully releases the Lessor Parties from any and all such claims except for those resulting from the negligence or intentional acts of Lessor or Lessor Parties. Lessee shall defend, indemnify, and hold Lessor and the Lessor Parties harmless against and from any and all claims, liabilities, losses, damages, suits, costs, and expenses of any kind or nature including without limitation reasonable attorneys' fees (Claims) arising from or relating to (a) Lessee's use of the Leased Premises or the Common Areas, or (b) any acts, omissions, negligence, or default of Lessee or Lessee's agents, employees, members, partners, officers, directors, contractors, and invitees (each, "Lessee Party" and collectively "Lessee Parties). The terms of the indemnification by Lessee set forth in this Section 7.5 shall survive the expiration or earlier termination of this Lease.

7.6 Reservation of Immunity. The Park District specifically reserves any immunity it may enjoy under the law. Further, the Park District shall have the right to terminate this Agreement in the event any law, statute, or ordinance, rule or regulation, or case law declares or holds that the naming of a public building for a for-profit organization is unlawful. In such event, the Park District shall remit to NovaCare any payments which have been made by NovaCare to Park District for the year in which this Agreement is terminated.

8. USE.

8.1 Use Defined and Exclusivity. The Premises shall be used for licensed physical therapy purposes and related uses only and for no other purpose or use. Lessee shall operate its business at the Premises in a first-class manner and shall not operate its business in a manner or for such a use as would be inconsistent with first-class commercial service facilities. Lessee may operate its business at the Premises only during the Building's normal operating hours, as the Lessor may establish or change from time to time. Lessee shall not conduct any sidewalk sale, auction, distress sale, or going-out-of-business sale on the Premises without the prior written consent of Lessor. Lessee shall use the Premises in such a way as not to create a nuisance or cause the cancellation of any insurance policy covering the Premises. Lessee shall keep the Premises and any service delivery facilities allocated for the use of Lessee clean and free from rubbish and dirt at all times and shall store all trash and garbage within the Premises or in designated refuse areas. The failure by Lessee to maintain the Premises pursuant to this Article 8 shall be considered a default under this Lease, and Lessor shall have the right to exercise any and all rights and remedies

provided herein or by law. So long as Lessee is not in default of the Lease Agreement beyond any applicable cure periods, Lessor shall grant Lessee the exclusive right to perform physical therapy, occupational therapy, hand therapy and orthotics in the Building (which shall include the Project and/or Center) in which the Premises is located during the entire term of the Lease Agreement, including any Renewal Terms. Further, Lessor shall not permit the performance of chiropractic care or services by any other Lessee, or assignee/sublessee/licensee of any Lessee, in the Building or Center in which the Premises are located. In the event Lessor has contractual discretion to deny any current Lessee's request for approval of a change of permitted use, or a sublease or assignment, which would permit a use in conflict with Lessee's Exclusive, then Lessor agrees to exercise its discretion to deny such request. Notwithstanding anything to the contrary herein, nothing herein shall be construed to prohibit Lessor from permitting or inviting other providers of chiropractic care or services to participate in Park District activities so long as they are not practicing such care or service during Park District activities.

8.2 Conditions of Record. Lessor's title is subject to (a) the effect of any covenants, conditions, restrictions, easements, development agreements, mortgages or deeds of trust, ground leases, rights of way, and any other matters or documents of record now or hereafter recorded against Lessor's title, (b) the effects of any zoning laws of the city, county, and state where the Building is situated; and (c) general and special taxes and assessments not delinquent. Lessee agrees that it will conform to and will not violate said matters of record and that this Lease is and shall be subordinate to said matters of record and any amendments or modifications thereto.

8.3 Prohibited Uses. The Premises shall not be used for any use that is inconsistent with the operation of a first-class office building. Without limiting the generality of the foregoing, the following uses shall not be suffered, permitted or performed, in the Premises: (a) any use that emits an obnoxious odor, noise, or sound that can be heard or smelled outside the Premises; (b) use as a storage warehouse operation (including but not limited to a self-storage facility) and any assembling, manufacturing, distilling, drilling, refining, smelting, agricultural, mining, or other industrial operation; (c) any secondhand store or surplus store, flea market, swap meet, or similar operation primarily selling used goods (d) any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of the Premises, if any, and any recycling facility required by applicable law, code, regulation, requirement, or ordinance in connection with an otherwise permitted use); (e) any fire sale, bankruptcy sale (unless pursuant to a court order), or auction house operation; (f) any central laundry, dry-cleaning plant, or laundromat; (g) any residential use (h) any veterinary hospital or animal raising or boarding facilities; (i) any establishment selling or exhibiting pornographic materials or drug-related paraphernalia (including any so called "headshop") or that exhibits live, or by other means to any degree, nude or partially clothed dancers or wait staff, and/or any nude massage parlors or similar establishments; (j) any bar, tavern, restaurant, or other establishment; (k) any training or educational facility, including but not limited to beauty schools, barber colleges, library or reading rooms, places of instruction, or other operations catering primarily to students or trainees rather than to customers; or (l) any of the prohibited uses or exclusive uses set forth in leases of future Lessees of the Building (provided that such prohibited uses and exclusive uses shall not prohibit Lessee from engaging in the Permitted Use).

8.4 Prohibited Uses of Building Systems. Lessee shall not use any Building system in excess of its capacity or in any other manner that may damage such system or the Building. Machinery and mechanical equipment shall be maintained by Lessee in settings sufficient in Lessor's reasonable judgment to absorb and prevent vibration, noise, and annoyance.

8.5 Use of Lessor's Facilities. Lessee, its employees, agents and volunteers must always accompany and supervise Lessee's patrons any time Lessee's patrons are using Lessor's fitness floor or indoor pool in the course of receiving treatment from Lessee.

9. MAINTENANCE, REPAIRS, ALTERATIONS.

9.1 Lessee's Obligations. Subject to Lessor's obligations as expressly set forth in this Lease, Lessee shall keep at all times the Leased Premises in good order and repair, including without limitation the storefront, all doors, and plate glass. All mechanical systems, including, but not limited to, all plumbing, electrical, and lighting facilities and equipment within the Premises or exclusively serving the Premises shall be repaired or replaced at the Lessee's sole expense. Lessee shall keep and maintain the Premises in accordance with the requirements of applicable laws concerning the manner, usage, and condition of the Premises and appurtenances to the Premises, as the same shall be in effect from time to time. Lessee shall also be responsible for the repair of any and all damage to the Leased Premises and/or Building caused by any act of Lessee or its employees, agents, or contractors and for any repairs necessitated by alterations, additions, or improvements made by or on behalf of Lessee. If Lessee fails to perform any of its obligations, Lessor may, at its option, after ten (10) business days' written notice to Lessee, enter the Premises and put the same in good order and repair, and the cost of Lessor's work shall become due and payable as additional Lease Rent by Lessee to Lessor. Lessor shall maintain the HVAC equipment serving the Premises. Notwithstanding any provision of this Lease to the contrary, neither Lessee nor any sublessee, licensee, contractor, customer, agent, employee, or representative of Lessee shall penetrate the walls or roof of the Premises for any purpose at any time without Lessor's prior written consent, which may be withheld in Lessor's sole and absolute discretion, and then only in strict conformance with any conditions of such consent (including, without limitation, the use of such of contractors as Lessor shall require), as Lessor shall impose.

9.2 Lessor's Obligations.

9.2.1 General Maintenance. Subject to the foregoing, Lessor, at its sole expense, shall keep and maintain in good condition and repair (or replace, if necessary) all aspects of the Building including but not limited to the roof, parking lot, exterior walls, structural parts, structural floor of the Premises, fire protection services, heating, ventilation and air conditioning (HVAC) and pipes and conduits outside the Premises for the furnishing to the Building of the various utilities described in Section 5.2 (except to the extent that the same are the obligation of the appropriate public utility company); provided, however, that notwithstanding anything to the contrary set forth hereinabove, Lessee shall be responsible for the maintenance and repair of the Premises as set forth in Section 9.1 above. Notwithstanding anything to the contrary contained in this Lease, Lessor shall not be liable to Lessee for failure to make repairs as herein specifically required of Lessor, unless Lessee has previously notified Lessor in writing of the need for such repairs and Lessor has failed to commence and complete said repairs within the time periods set forth in Section 13.3 below, and in such event, Lessor's sole liability for such failure shall be limited to the cost of the repairs.

9.2.1 Lessee Build Out. Lessor shall construct or cause to be constructed, at Lessee's expense, the Lessee premise improvements more specifically described in the plans attached hereto as Exhibit D ("Lessee Improvements"). Notwithstanding anything herein to the contrary, Rent shall not commence until Lessor delivers possession of the Premises to Lessee following substantial completion of the Lessee Improvements. Lessor shall pay for all costs of the Lessee Improvements and submit an invoice to Lessee for all costs and expenses related thereto, payment for which shall be due within thirty (30) business days from receipt of the invoice. However, Lessee shall not be responsible for costs that exceed forty-nine

thousand dollars (\$49,000.00), unless such costs are incurred due to Lessee's change orders, any costs above the foregoing amount shall be borne by Lessor. Any change orders related to the Lessee Improvements shall require the advance written consent of Lessee. Any payments due hereunder which are not paid on time shall be considered delinquent and shall be subject to the charges and interest described in Section 19 below.

9.3 Surrender. Upon the expiration or termination of this Lease, Lessee shall surrender the Premises to Lessor in good and broom-clean condition, with all of Lessee's trade fixtures, signs, and personality removed, excepting ordinary wear and tear and damage that is caused by fire or other casualty that Lessor is obligated to repair. Lessee shall not be required to remove Lessee-installed improvements..

9.4 Alterations. Lessee shall not make any structural repairs or alterations of the Premises. Lessee shall not make any nonstructural repairs or modifications of the Premises costing in excess of \$ 5,000.00 in the aggregate without Lessor's prior written consent. In addition, Lessee shall not make any repair or alteration that affects the storefront of the Leased Premises, the electrical, HVAC, or other utility or mechanical systems serving the Leased Premises, or the exterior walls or roof of the Premises (including roof penetrations), nor shall Lessee erect any mezzanine or increase the size of same, if one shall be initially constructed, without the prior written consent of Lessor. Upon the prior written approval of Lessor, Lessee shall have the right during the Term to make interior alterations, changes, and improvements in the Premises (except structural, electrical, mechanical, or roof alterations, changes, and improvements) that are necessary for the conduct of Lessee's business and for full beneficial use of the Premises, provided Lessee shall (a) pay all costs and expenses; (b) make the alterations, changes, and improvements in a good and workmanlike manner, with new materials of first-class quality, and in accordance with Lessor's specifications with respect thereto and otherwise in accordance with applicable Laws; (c) provide Lessor reasonable assurances, prior to beginning the alterations, changes, and improvements, that payment for the same shall be timely made by Lessee; (d) obtain and maintain during construction the proper insurance coverages commonly required therefore; and (e) cooperate and coordinate the work to be constructed with Lessor and pursuant to the governing rules and regulations of the Building to minimize interference with the entire Premises operation and the use thereof by the other Lessees.

10. UTILITIES.

10.1 Obligation To Pay. Lessor shall pay for all water, gas, electricity, and telephone service used by Lessee during the Lease Term.

10.2 Lessor's Responsibility. Lessor shall not be liable for, and Lessee shall not be entitled to, any damages, abatement, or reduction in Rent by reason of any interruption or failure in the supply of utilities. Lessee agrees that it shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Leased Premises or Building, and that if equipment installed by Lessee requires additional utility facilities, installation of the same shall be at Lessee's expense, but only after Lessor's written approval of same. Lessor shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers. No failure, stoppage, or interruption of any utility or service shall be construed as an eviction of Lessee, nor shall it relieve Lessee from any obligation to perform any covenant or agreement under this Lease. In the event of any failure, stoppage, or interruption of utilities or services, Lessor shall use its reasonable efforts to attempt to restore all services promptly. Lessor represents that the HVAC system, all mechanical, electrical, plumbing systems, and doors are in proper operating condition. Lessor further represents that the roof is without leaks and the Leased

Premises and Building are in sound condition. Lessor reserves the right from time to time to make reasonable and nondiscriminatory modifications to the utility systems serving the Building.

11. MECHANICS LIENS. Lessee shall keep the Leased Premises and the Building free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Lessee or for persons claiming under Lessee, and Lessee shall indemnify and save Lessor free and harmless from and against any Claims arising from or relating to the same. If Lessee fails to remove, insure over, bond over, or satisfy any such encumbrance, mechanics lien, stop notice, or claim in connection with work performed by or on behalf of Lessee within five (5) business days after written notice by Lessor, Lessor shall have the right (but not the obligation), in addition to any other rights or remedies of Lessor, to use whatever means in its discretion it may deem appropriate to cause said encumbrance, claim, stop notice, or lien to be rescinded, discharged, compromised, dismissed, or removed, including, without limitation, posting a bond. Any such sums paid by Lessor, including attorneys' fees and bond premiums, shall be immediately due and payable to Lessor by Lessee. Lessee shall immediately give Lessor notice of any encumbrance, claim, demand, stop notice, or lien made or filed against the Leased Premises or the Building and/or any action affecting title to the Leased Premises or Building.

12. ASSIGNMENT AND SUBLETTING.

12.1 Lessor's Right of Consent. Lessee shall not transfer, assign, sublet, enter into any franchise, license, or concession agreements, pledge, or hypothecate all or any part of this Lease, Lessee's interest in the Leased Premises (collectively "Transfer") without first obtaining Lessor's written consent, which shall not be unreasonably withheld. Should Lessee desire to make a Transfer hereunder, Lessee shall give Lessor fifteen (15) business days' prior written notice thereof (Lessee's Notice), which shall (a) state that the Lessee intends to Transfer the Lease as of a specific date (Transfer Date); (b) identify the proposed transferee; (c) set forth all material terms and conditions of the proposed Transfer; (d) provide a description of the proposed use of the Leased Premises by the proposed transferee, including any required or desired alterations or improvements of the Leased Premises that may be undertaken by such transferee in order to facilitate its proposed use; (e) be accompanied by certified financial statements of the proposed transferee or such other documentation or information relating to the financial strength and creditworthiness of the proposed transferee; (f) be accompanied by similar information for any guarantor or other person who will be liable in any manner for the payment of any amounts under the Lease; and (g) be accompanied by any other information, documentation, or evidence that may be reasonably requested and accepted by Lessor. Lessor will exercise its reasonable consent in conjunction with Lessor's evaluation of the contents of the Lessee's Notice, and Lessor's reasonable disapproval thereof shall constitute reasonable grounds for disapproval of the Transfer. Any Transfer other than as permitted in this Section 12.1 shall be null and void. Notwithstanding the above, acceptance of any payment of rent and other charges by Lessor from any party other than Lessee named herein shall not be deemed a consent to a Transfer or a waiver of any of Lessor's rights in connection with any proposed Transfer hereunder.

12.2 Permitted Transfers. Notwithstanding anything to the contrary in this Article 12, Lessee shall have the right, with Lessor's consent, which consent shall not be unreasonably withheld, to assign the Lease to any parent, affiliate, or subsidiary corporation of Lessee or its parent company, provided that within ten (10) business days after the effective date of any such transfer the Transferee executes and delivers to Lessor an instrument containing an express assumption of all of Lessee's obligations under this Lease, such Transferee continues to operate the Premises as required under this Lease, and such Transferee has a net worth sufficient to operate the business and perform its obligations under this Lease.

12.3 No Release of Lessee. Should Lessee make a Transfer as permitted in this Article 12.2 herein, Lessee shall nevertheless remain primarily liable to Lessor for full payment of the Rent and other charges and full performance of Lessee's other obligations under this Lease. No consent by Lessor to any modification or amendment of this Lease, or extension, waiver, or modification of payment or performance of any obligation under this Lease shall affect the continuing liability of Lessee for its obligations and liabilities hereunder, and Lessee waives any defense arising out of or based thereon. With respect to any Transfer permitted in Article 12.2, such Transfer shall not be valid or effective unless and until Lessee delivers to Lessor a copy of a written agreement in form and substance satisfactory to Lessor pursuant to which, in the case of an assignment, the assignee assumes all of the obligations and liabilities of the Lessee under this Lease, and, in the case of any other Transfer, the transferee agrees that such Transfer shall be subject to all of the covenants, terms, and conditions of this Lease. Lessor may proceed directly against Lessee without first exhausting any remedies for default that Lessor may have against the assignee, sublessee, or transferee of Lessee. Lessor and Lessee stipulate and agree that this Article 12.3 shall not be applicable to any transfer pursuant to Article 12.1 herein.

13. DEFAULTS, REMEDIES.

13.1 Lessee's Default. Lessee shall be in default in the event of any of the following: (a) if Lessee fails to make any payment of Rent or any other sum or amount payable hereunder and such failure shall continue for ten (10) calendar days after written notice by Lessor; (b) if Lessee fails to perform any other non-monetary obligation to be performed by Lessee hereunder and such failure shall continue for thirty (30) days after written notice by Lessor; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) calendar day period, then Lessee shall not be deemed to be in default if it shall commence such cure within such thirty (30) calendar day period and thereafter rectify and cure such default with due diligence; (c) if Lessee files a petition or institutes any proceedings under the Bankruptcy Code or is the subject of an involuntary petition; (d) if any guarantor of Lessee's obligations hereunder under any guaranty of this Lease is in default; or (e) if Lessee is in monetary default three (3) times in any twelve (12) month period. Any notice given by Lessor pursuant to clauses (a) or (b) of this Section 13.1 shall be in lieu of, and not in addition to, any notice required under the forcible entry and detainer provisions of Article IX of the Code of Civil Procedure, 735 ILCS 5/9-101, et seq. (Forcible Entry and Detainer Statute), or of any similar superseding statute. When this Lease requires service of a notice, that notice shall replace rather than supplement any equivalent or similar statutory notice, including any notices required by the Forcible Entry and Detainer Statute or any similar or successor statute.

13.2 Remedies in Default.

13.2.1 In the event of a default by Lessee, Lessor, in addition to any other remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Lessee or any other person, may (a) terminate this Lease and Lessee's right to possession of the Premises and recover possession of the Premises and remove all persons therefrom; (b) have the remedies available at law or in equity (Lessor may continue the Lease in effect after Lessee's breach and abandonment and recover Rent as it becomes due, if Lessee has the right to sublet or assign, subject only to reasonable limitations); or (c) even though it may have reentered the Premises, thereafter elect to terminate this Lease and all of the rights of Lessee in or to the Premises.

13.2.2 Lessee's right to possession shall not be deemed to have been terminated by efforts of Lessor to relet the Premises, by its acts of maintenance or preservation with respect to the Premises, including its entry upon the Premises, appointment of a receiver to protect Lessor's interests hereunder, or by any

action, in unlawful detainer or otherwise, to obtain possession of the Premises, unless Lessor shall have notified Lessee in writing that Lessor has so elected to terminate this Lease. In the event of any entry or taking possession of the Premises as aforesaid, Lessor shall have the right, but not the obligation, to (a) remove therefrom all or any part of the personal property located therein and place the same in storage at the expense and risk of Lessee, and/or (b) erect a barricade and partition the Premises at the expense of Lessee.

13.2.3 Should Lessor elect to terminate this Lease pursuant to the provisions of clauses (a) or (c) of Section 13.2.1 above, Lessor may recover from Lessee as damages, the following: (a) the worth at the time of the award of any unpaid Rent and other charges that had been earned at the time of termination; plus (b) the worth at the time of the award of the amount by which the unpaid Rent and other charges that would have been earned after termination until the time of the award exceeds the amount of the loss of such Rent and other charges that Lessee proves could have been reasonably avoided; plus (c) the worth at the time of the award of the amount by which the unpaid Rent and other charges for the balance of the Lease Term after the time of the award exceeds the amount of the loss of such Rent and other charges that Lessee proves could have been reasonably avoided; plus (d) any other amount necessary to compensate Lessor for all of the detriment proximately caused by Lessee's failure to perform its obligations under this Lease or that in the ordinary course of things would be likely to result therefrom.

13.2.4 In the event that Lessor shall elect to relet, rentals received by Lessor from such reletting shall be applied first, to the payment of any indebtedness (other than Rent) due hereunder from Lessee to Lessor; second, to the payment of any cost of such reletting (including brokerage commissions); third, to the payment of the cost of any alterations and repairs to the Premises required to relet the Premises; fourth, to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by Lessor and applied in payment of future Rent as the same may become due and payable hereunder. Should reletting, during any month to which such Lease Rent is applied, result in the actual payment of rentals at less than the Lease Rent payable during that month by Lessee hereunder, then Lessee shall pay such deficiency to Lessor immediately upon demand therefore by Lessor. Such deficiency shall be calculated and paid monthly. Lessee shall also pay to Lessor as soon as ascertained, any costs and expenses incurred by Lessor in such reletting or in making such alterations and repairs not covered by the rentals received from such reletting.

13.2.5 Lessee hereby waives for Lessee and for all those claiming under Lessee all right, now or hereafter existing, to redeem by order or judgment of any court or by any legal process or writ Lessee's right of occupancy of the Premises after any termination of this Lease.

13.3 Default by Lessor. Lessor's failure to perform any of the terms, covenants, conditions, agreements, or provisions of this Lease required to be done by Lessor, within fifteen (15) business days after written notice by Lessee to Lessor of said failure shall be deemed a default by Lessor (except that when the nature of the Lessor's obligation is such that more than fifteen (15) calendar days are reasonably required for its performance, then the Lessor shall not be deemed in default if it commences performance within the fifteen (15) calendar day period and thereafter diligently pursues the cure to completion). Lessee's sole remedy for breach of this Lease by Lessor shall be an action in equity for injunction, specific performance, or termination of this Lease. Except as otherwise specifically provided in this Lease, Lessee shall have no right to terminate this Lease on account of any breach or default by Lessor, unless termination is granted by a court of competent jurisdiction. In no event shall Lessor be liable for consequential damages, nor shall Lessee be excused from the payment of Rent due hereunder as a result of any default by Lessor.

14. DESTRUCTION.

14.1 Option To Terminate. In the event of (a) damage to the Leased Premises or Building caused by an uninsured casualty (or the amount of damage exceeds the applicable insurance coverage(s) available for repair of the damage); (b) a casualty causing damage to the Premises or Building that cannot be repaired within 120 calendar days from the date of damage or destruction under the laws and regulations of the state, federal, county, and municipal authorities or other authorities with jurisdiction; or (c) a casualty occurring during the last year of the Lease Term (subject to Section 14.4 below), either Lessor or Lessee may terminate this Lease at the date of the damage upon written notice to the other party given within thirty (30) calendar days following the date of the casualty.

14.2 Repairs; Rental Abatement. In the event of an insured casualty that may be repaired within forty-five (45) calendar days from the date of the damage or, in the alternative, in the event that the Lessor or Lessee does not elect to terminate this Lease under the terms of Section 14.1 above, then this Lease shall continue in full force and effect and the Premises shall be reconstructed with the obligations of the parties being as set forth in Section 14.3 below. Such partial destruction shall in no way annul or void this Lease, except that Lessee shall be entitled to a proportionate reduction of Lease Rent following the casualty until the time the Premises are restored. Such reduction shall be an amount that reflects the degree of interference with Lessee's business. As long as Lessee conducts its business in the Premises, there shall be no abatement until the parties agree on the amount thereof.

14.3 Limitation on Repairs. In the event of any reconstruction of the Premises under this Article 14, Lessor's obligation to reconstruct the Premises shall be, to the extent reasonably practicable and to the extent of available proceeds, to restore the Premises to the condition in which they were delivered to Lessee. Lessor's repair obligations shall in no way include any construction obligations originally imposed on Lessee or subsequently undertaken by Lessee.

14.4 Waiver of Lessee's Rights of Termination. Lessee hereby waives all statutory or common-law rights of termination in respect to any partial destruction or casualty that Lessor is obligated to repair or may elect to repair under the terms of this Article.

14.5 Building Damage. In the event that the Building is destroyed to the extent of not less than fifty (50%) percent of the replacement cost thereof, Lessor may elect to terminate this Lease, whether the Leased Premises be injured or not, in the same manner as in Section 14.1 above. At all events, a total destruction of the Building or the Premises shall, at Lessor's option, terminate this Lease.

15. CONDEMNATION.

15.1 Taking. If any portion of the building that contains the Leased Premises, Building or the Common Area shall be taken under any right of eminent domain, or any transfer in lieu thereof and such taking renders the Leased Premises unsuitable, in the reasonable judgment of Lessor, for Lessee's business operations, then Lessee or Lessor may terminate this Lease by giving written notice to the other within thirty (30) calendar days after such taking. If this Lease is not so terminated, Lessor shall repair and restore the Building and/or the Leased Premises, as the case may be, as practicable (but shall not be required to expend more than the amount of the award received from Lessor's insurer for such purpose), and this Lease shall continue in full force and effect, but commencing with the date on which Lessee is deprived of the use of any portion of the Premises, then costs due Lessor from Lessee including, but not

limited to, Lease Rent shall be proportionately abated to the extent to which Lessee's use of the Premises is impaired, as reasonably determined by Lessor, and Lessee's Lease Rent shall be recalculated.

15.2 Award. Any and all awards payable by the condemning authority or other governmental agency in connection with a taking under the right of eminent domain shall be the sole property of Lessor. Notwithstanding the foregoing, Lessee shall be entitled to make a separate claim to the condemning authority for the value of merchandise and fixtures purchased and installed by Lessee, if applicable.

16. ADVERTISING, SIGNS AND DISPLAYS. Lessee shall not erect or install in, on, or about the Premises any exterior or interior signs or advertising media, or window or door lettering or placards, without Lessor's consent, which may not be unreasonably withheld. All such signs shall comply with all applicable laws, ordinances, rules, and regulations. Lessee shall not use any advertising media that can be heard or seen outside the Premises, such as loudspeakers, phonographs, or radio broadcasts. Lessee shall maintain the sign installed hereunder in good condition during the term of this Lease. Upon expiration of this Lease, Lessee shall promptly remove all signs installed hereunder, "cap off" the electrical wiring thereto, and repair all damage caused thereby.

17. COMPLIANCE WITH LAWS.

17.1 Laws Generally. Lessee, at its sole cost and expense, shall comply with all existing and future laws, ordinances, orders, rules, regulations, and requirements of all governmental and quasi-governmental authorities (including the Americans with Disabilities Act, and any amendments thereto) having jurisdiction over the Premises and shall perform all work required to comply therewith inside the Premises. If any such work would involve changes to the structure, exterior, or mechanical, electrical, or plumbing systems of the Building, then such work shall be performed by Lessor, and Lessee shall reimburse Lessor the cost thereof within five (5) business days after receipt of billing. Lessor shall at its sole cost and expense comply with all existing and future laws, ordinances, orders, rules, regulations, and requirements of all governmental and quasi-governmental authorities (including the Americans with Disabilities Act, and any amendments thereto) having jurisdiction over the Premises and shall perform all work required to comply therewith as they relate to the common areas including walkways and parking lots.

17.2 Compliance with Environmental Laws. Lessee shall not cause or permit any Hazardous Materials (as defined below) to be brought, stored, used, handled, transported, generated, released, or disposed of, on, in, under, or about the Premises, the Common Areas, or any portion of the Building by Lessee or any of the Lessee Parties; provided Lessee shall have the right to maintain upon the Premises such Hazardous Materials as are reasonably necessary for the conduct of Lessee's business and the proper maintenance of the Premises as long as such Hazardous Materials are used and stored in compliance with all federal, state, and local laws, statutes, ordinances, orders, rules, regulations, and requirements (Requirements) of all governmental and quasi-governmental authorities (Authorities) with jurisdiction and all regulations relating to Hazardous Materials. At all times and in all respects, Lessee and the other Lessee Parties shall comply with all Requirements. As used in this Lease, "Hazardous Materials" shall mean any hazardous, toxic, or radioactive substance, material, matter, or waste that is or becomes regulated by any Environmental Regulation, and shall include asbestos, petroleum products, radon gas, polychlorinated biphenyls (PCBs), and all substances classified under the terms "Hazardous Substance" and "Hazardous Waste" as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended, 42 U.S.C. §9601, et seq., the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. §6901, et seq., and all environmental protection

statutes of the state and municipality in which the Premises are located. Lessor indemnifies Lessee from any liability for Hazardous Materials or environmental issues caused by Lessor

18. **HOLDING OVER.** If Lessee, with Lessor's consent, remains in possession of the Premises after the expiration or sooner termination of the Lease Term, such possession by Lessee shall be deemed to be a month-to-month tenancy, terminable upon thirty (30) calendar days' prior written notice given at any time by either party. All provisions of this Lease shall apply to the month-to-month tenancy, except those specifying the Lease Term, options to extend, and Rent, which shall be equal to one hundred fifty percent (150%) percent of the Rent paid in the month immediately preceding the month-to-month tenancy. Neither any provision hereof nor acceptance by Lessor of Rent (or partial payment of Rent) after such expiration or earlier termination without Lessor's written consent shall be deemed a consent to a holdover hereunder or result in a renewal of this Lease or an extension of the Term, or a waiver of any of Lessor's rights or remedies with respect to such holdover. Notwithstanding any provision to the contrary contained herein, (a) Lessor expressly reserves the right to require Lessee to surrender possession of the Premises upon the expiration of the Term of this Lease or upon the earlier termination hereof or at any time during any holdover, the right to reenter the Premises, and the right to assert any remedy at law or in equity to evict Lessee and collect damages in connection with any such holding over; and (b) Lessee shall indemnify, defend, and hold Lessor harmless from and against any and all claims, demands, actions, losses, damages, liabilities, obligations, costs, and expenses, including, without limitation, attorneys' fees, consultants' fees, and court costs incurred or suffered by or asserted against Lessor by reason of Lessee's failure to surrender the Premises upon the expiration or earlier termination of this Lease in accordance with the provisions of this Lease. Lessor shall have no duty whatsoever to notify or remind Lessee of any pending expiration of this Lease.

19. **LATE CHARGE AND INTEREST.**

19.1 **Late Charge.** Lessee hereby acknowledges that late payment by Lessee to Lessor of Rent and other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of Rent or other sum due from Lessee shall not be received by Lessor's designee on the date such Rent or other sums are due Lessor, Lessee shall pay to Lessor a late charge equal to five (5%) percent of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. In addition, Lessee shall pay to Lessor any attorneys' fees and expenses incurred by Lessor by reason of Lessee's failure to pay Rent and/or other charges when due hereunder.

19.2 **Interest.** Any sum due and payable to Lessor under the terms of this Lease that is not paid when due shall bear interest from the date when the same becomes due and payable by the provisions hereof until paid at a per annum interest rate equal to three percent (3%).

20. **QUIET ENJOYMENT.** As long as Lessee is not in default hereunder, then, subject to the other terms and conditions of this Lease, Lessee shall not incur any manner of hindrance or interference with its quiet enjoyment, possession, and use from Lessor, subject to the provisions of this Lease and to the provisions of any (a) easements, licenses, covenants, conditions, and restrictions of record, including without limitation, any and all reciprocal easement agreements, development agreements, declarations of covenants, conditions, and restrictions of record, as the same may be amended or modified from time to time, and (b) any mortgage, ground lease or other lien, or restriction of record to which this Lease is subordinate or may be subordinated (collectively "Superior Encumbrances"). This Lease shall be subordinate to each of the Superior Encumbrances, and Lessee agrees for itself and all persons in

possession or holding under it that it and they will comply with and not violate each such Superior Encumbrance. Lessor reserves the right, from time to time, to grant such new or additional easements, rights, and dedications as Lessor deems necessary or desirable, and to cause the recordation of parcel maps and covenants, conditions, and restrictions affecting the Premises and/or Building. At Lessor's request, Lessee shall join in the execution of any of the aforementioned documents.

21. **RIGHT OF ENTRY.** Lessor and its authorized representatives shall have the right to enter the Premises at all reasonable times upon reasonable notice to make repairs or alterations to the systems serving the Premises, or for any other purpose without diminution or abatement of Rent. During the last two hundred seventy (270) days of the Lease Term, Lessor shall have the right to show the Premises to prospective Lessees upon reasonable notice to Lessee, and Lessor reserves the right to place a "For Lease" sign on the outside of the Premises.

22. **WAIVERS.** No delay or omission in the exercise of any right or remedy of either party with respect to any default by Lessee shall impair such right or remedy or be construed as a waiver. No waiver of any of the terms, provisions, covenants, conditions, rules, and regulations shall be valid unless it shall be in writing signed by Lessor. The receipt and acceptance by Lessor of delinquent Rent or other payments due hereunder shall not constitute a waiver of any other default. Lessor's consent or approval shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act by Lessee, whether or not similar to the act so consented to or approved.

23. **TRANSFER OF LESSOR'S INTEREST.** If Lessor conveys in a sale, exchange, or otherwise all of its interest in the Premises, then Lessor, on consummation of the conveyance, shall thereupon automatically be released from any obligation or liability thereafter accruing under this Lease and such obligations shall transfer to the purchaser/subsequent Lessor.

24. **ESTOPPEL CERTIFICATES.**

24.1 Lessee shall, within fifteen (15) business days after notice from Lessor, execute and deliver to Lessor an Estoppel Certificate, as Lessor may reasonably require. Failure to deliver the certificate within said fifteen (15) business-day period shall be a default under this Lease and an acknowledgment that (a) this Lease is in full force and effect and has not been modified except as represented by Lessor; (b) there are no uncured defaults in Lessor's performance hereunder; (c) not more than one month's Rent has been paid in advance; and (d) there is no security deposit. Lessee agrees that the foregoing estoppel certificate may be relied on by anyone holding or proposing to acquire any interest in the Building from or through Lessor or by any mortgagee or prospective mortgagee of the Building or of any interest therein, and, if the prospective lender or purchaser is an institutional entity, the standard form estoppel provided by such entity shall be utilized instead and may also be relied on by the applicable parties.

25. **ATTORNEY'S FEES.** If either party hereto brings an action at law or in equity to enforce, interpret, or seek redress for the breach of this Lease, then the prevailing party in such action shall be entitled to recover all court costs, witness fees, and reasonable attorneys' fees, at trial or on appeal, in addition to all other appropriate relief.

26. **REAL ESTATE BROKER; FINDERS.** Each party represents that it has not had dealings with any real estate broker, finder, or other person with respect to this Lease in any manner. Each party shall indemnify, defend, protect, and hold the other party harmless from and against all claims, costs, demands, action, liabilities, losses, and expenses (including the reasonable attorneys' fees of counsel chosen by the other party) arising out of or resulting from any claims that may be asserted against such other party by

any broker, finder, or other person with whom the party bearing the indemnity obligation has or purportedly has dealt, other than any party referenced in this Article 26.

27. ATTORNMENT. Upon enforcement of any rights or remedies under any mortgage or deed of trust to which this Lease is subordinated, Lessee shall, at the election of the purchaser or transferee under such right or remedy, attorn to and recognize such purchaser or transferee as Lessee's Lessor under this Lease without any deduction or setoff whatsoever. Lessee shall execute and deliver any document or instrument required by such purchaser or transferee confirming the attornment hereunder.

28. LESSOR'S LIMITATION ON LIABILITY. In consideration of the benefits accruing hereunder, Lessee, on behalf of itself and all successors and assigns of Lessee, covenants and agrees that, in the event of any actual or alleged failure, breach, or default hereunder by Lessor, (a) the sole and exclusive remedy shall be against Lessor's interest in the Building; (b) no officer, employee, partner or member of Lessor shall be sued or named as a party in any suit or action (except as may be necessary to secure jurisdiction); and (c) the obligations under this Lease do not constitute personal obligations of the members, partners, directors, officers, employees, or shareholders of Lessor, and Lessee shall not seek recourse against members, partners, directors, officers, employees, or shareholders of Lessor or any of their personal assets for satisfaction in any liability in respect to this Lease.

29. NO ACCORD AND SATISFACTION. No payment by Lessee, or receipt by Lessor, of a lesser amount than the Rent or other payment herein provided shall be deemed to be other than on account of the earliest Rent or other payment due and payable hereunder, nor shall any endorsement or statement on any check, or letter accompanying any check or payment, as Rent or other payment be deemed an accord and satisfaction. Lessor may accept any such check or payment without prejudice to Lessor's right to recover the balance of such Rent or other payment or pursue any other right or remedy provided in this Lease.

30. NOTICES. No notice, approval, consent or other communication authorized or required by this Agreement shall be effective unless the same shall be in writing ("Notice"). Notice shall be effective (i) upon receipt if it is hand-delivered, with signed receipt therefore obtained, (i) seventy-two (72) hours after it is sent postage prepaid by United States registered or certified mail, return receipt requested, or (iii) twenty-four (24) hours after it is deposited with a national courier for overnight delivery, , directed or addressed in each case set forth in Section (i) through (iv) above to the other party at its address (or facsimile no.) set forth below, or to a different address later designated by either party.

If to the Park District:

Ms. Margaret Resnick
Mundelein Park & Recreation District
1401 N. Midlothian Road
Mundelein, IL 60060
Facsimile No. (847) 566-8557

With a copy to:

Mr. Adam Simon
Ancel, Glink, P.C.
175 East Hawthorn Parkway
Suite 145
Vernon Hills, IL 60061
Facsimile No. (847) 247-7405

If to NovaCare:

Select Medical
4714 Gettysburg Rd.
Mechanicsburg PA 17055
Attn: Randall K. Watts

With a copy to:

Select Medical Corporation
4714 Gettysburg Road
Mechanicsburg PA 17055
Attn: General Counsel

31. **AUTHORITY AND LIABILITY OF LESSEE.** If Lessee is a corporation or a limited liability company, each individual executing this Lease on behalf of Lessee hereby covenants and warrants that Lessee is a duly authorized and existing corporation or limited liability company, as the case may be, that Lessee has and is qualified to do business in the State of Illinois, that Lessee has full right of power and authority to enter into this Lease, and that each person signing on behalf of the corporation or limited liability company, as the case may be, is authorized to do so in accordance with the terms of such entity's articles or certificate of incorporation, bylaws, or other organizational documents. If Lessee is a partnership or trust, each individual executing this Lease on behalf of Lessee hereby covenants and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Lessee in accordance with the terms of such entity's partnership or trust agreement. Lessee shall provide Lessor on demand with such evidence of such authority as Lessor shall reasonably request.

32. **MISCELLANEOUS.**

32.1 **Cumulative Remedies.** No remedy herein conferred on or reserved to Lessor is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity by statute.

32.2 **Waiver of Trial by Jury.** Lessor and Lessee desire and intend that any disputes arising between them with respect to or in connection with this Lease be subject to expeditious resolution in a court trial without a jury. Therefore, Lessor and Lessee each hereby waive the right to trial by jury of any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, or other hearing brought by either Lessor against Lessee or Lessee against Lessor or any matter whatsoever arising out of, or in any way connected with, this Lease, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Premises, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

32.3 **Severability.** The unenforceability, invalidity, or illegality of any provision of this Lease, or any application thereof, shall not render the other provisions, and all other applications, unenforceable, invalid, or illegal.

32.4 **Governing Laws.** The laws of the State of Illinois shall govern the validity, performance, and enforcement of this Lease. No conflict-of-law rules of any state or country (including, without limitation, Illinois conflict-of-law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than Illinois. All controversies, claims, actions, or causes of action

arising between the parties hereto and their respective successors and assigns shall be brought, heard, and adjudicated by the courts of the State of Illinois, with venue in Lake County, Illinois.

32.5 Force Majeure. If, by reason of any event of force majeure, either party to this Lease is prevented, delayed, or stopped from performing any act that such party is required to perform under this Lease other than the payment of Rent or other sums due hereunder, the deadline for performance of such act by the party obligated to perform shall be extended for a period of time equal to the period of prevention, delay, or stoppage resulting from the force majeure event, unless this Lease specifies that force majeure is not applicable to the particular obligation. As used in this Lease, the term "force majeure" shall include, but not be limited to, fire or other casualty; bad weather; inability to secure materials; strikes or labor disputes (over which the obligated party has no direct or indirect bearing in the resolution thereof, or if said party does have such bearing, said dispute occurs despite said party's good-faith efforts to resolve the same); acts of God; acts of the public enemy or other hostile governmental action; civil commotion; terrorist acts; governmental restrictions, regulations, or controls; judicial orders; and/or other events over which the party obligated to perform (or its contractor or subcontractors) has no control.

32.6 Successors and Assigns. Subject to the provisions of Article 12 regarding assignment and subletting, all of the provisions, terms, covenants, and conditions of this Lease shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns.

32.7 Relationship. Nothing contained in the Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Lessor and Lessee.

32.8 Entire Agreement; Modification. This Lease and all exhibits and/or addendums, and/or riders, if any, attached to this Lease are hereby made a part of this Lease, with full force and effect as if set forth herein. This Lease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, and conditions, and understandings between Lessor and Lessee concerning the Premises, and there are no actual or implied covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement, or contradict this Lease. No alteration, amendment, change, or addition to this Lease shall be binding on Lessor or Lessee unless reduced to writing and signed by each party.

32.9 Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time for performance is specified. If Lessee elects to dispute any billing or reconciliation from Lessor, Lessee must do so within 90 days after Lessee's receipt of such billing or reconciliation, or Lessee shall be deemed to have waived all rights to so dispute the same.

32.10 Survival of Obligations. All obligations of Lessee accrued as of the date of acceptance or rejection of this Lease due to the bankruptcy of Lessee, and those accrued as of the date of termination or expiration of this Lease for any reason whatsoever, shall survive such acceptance, rejection, termination, or expiration.

32.11 Memorandum of Lease. Lessee shall not record this Lease. In addition, without the prior written consent of Lessor, which consent Lessor may withhold in its sole and absolute discretion, Lessee shall not record any memorandum of this Lease, short form, or other reference to this Lease.

32.12 No Grant of Property Rights. Nothing herein shall be construed to grant or transfer any legal or equitable real property rights whatsoever in or to the Premises which are not expressly granted herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

LESSOR: MUNDELEIN PARK & RECREATION DISTRICT

By _____
President

LESSEE: RCI (WRS) Inc. dba NovaCare Rehabilitation

By: _____
Randall K. Watts, Vice President Corporate Real Estate Services

EXHIBIT A
DEPICTION OF PREMISES

[SEE ATTACHED]

4829-6748-2743, v. 2

MUNDELEIN & RECREATION PARK DISTRICT

Community Center
First Floor

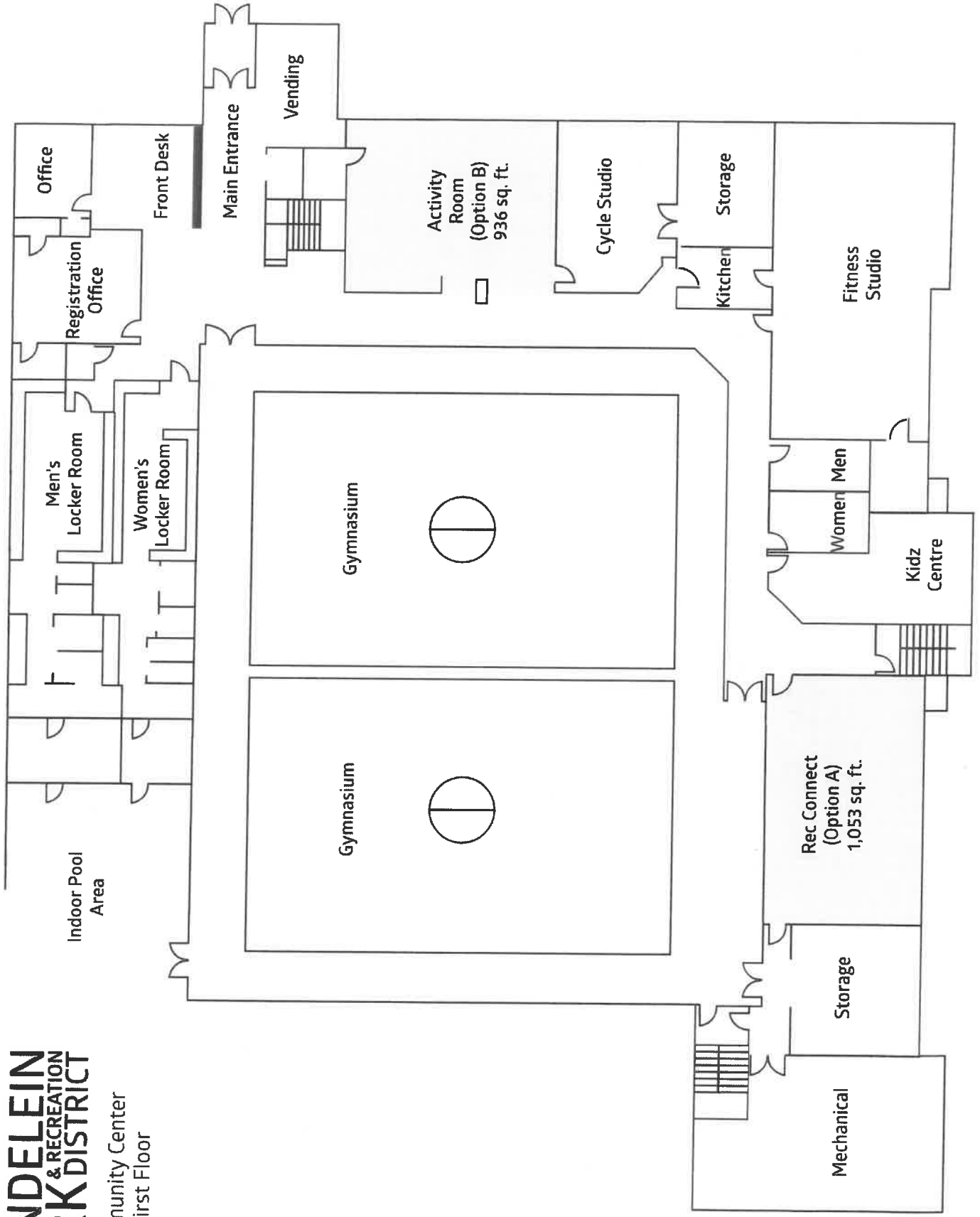
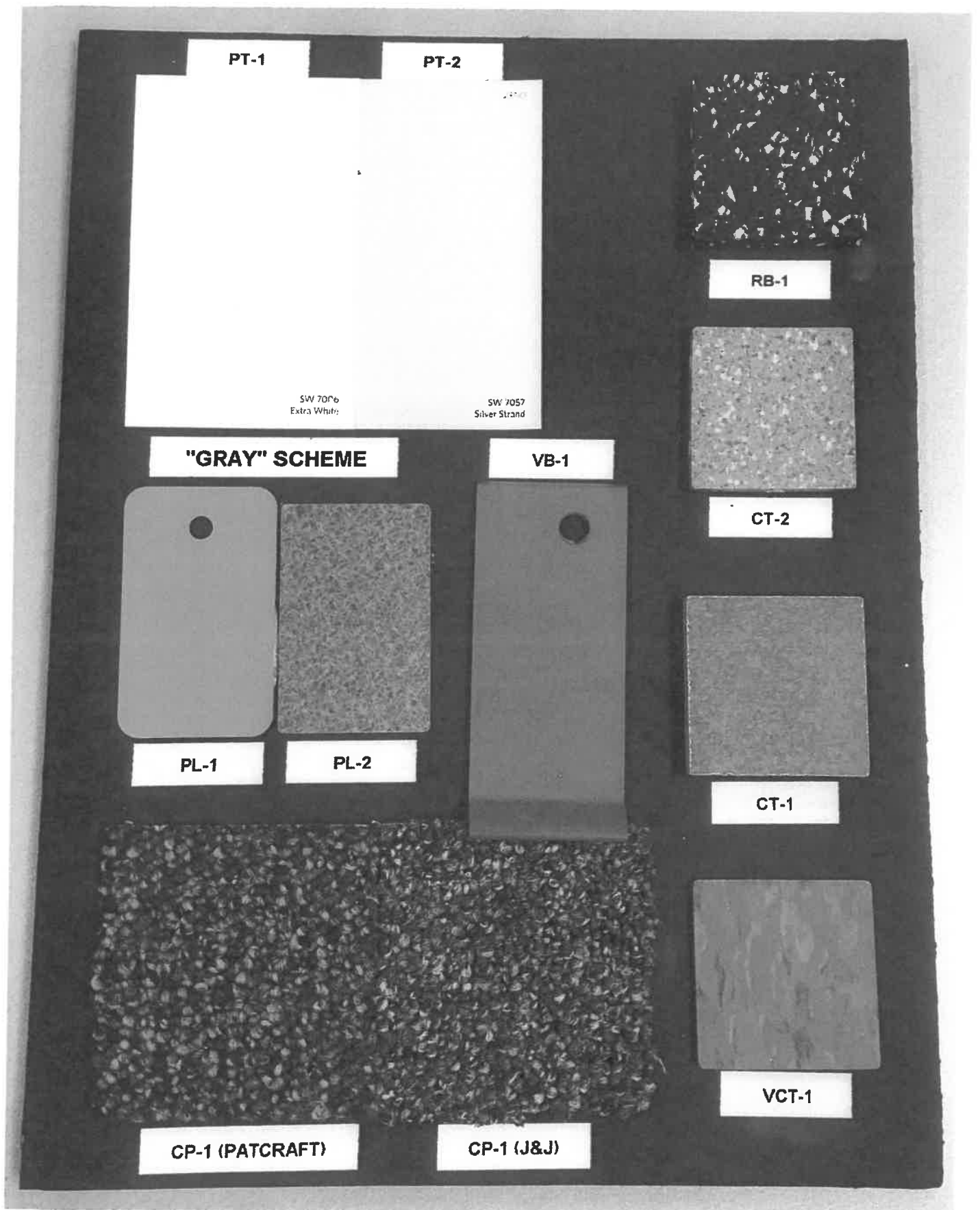


Exhibit D finishes



FINISH KEY

COLOR SCHEME: GRAY

BUILDING COMPONENT	MARK	FINISH	MANUFACTURER	LINE/STYLE	COLOR	PRODUCT NUMBER	GAUGE	NOTE
FLOOR	CP-1	CARPET	J&J INVISION	PNR02 NOVACARE REHAB	163235B		FACE 260Z DENSITY	CONTACT: MATT DANSBURY MATT.DANSBURY@JFLOORINGGROUP.COM (610) 755-1600
			PATCRAFT	800F9 AMERICAN AVENUE	00526 - GRAY B-2		FACE 260Z DENSITY	CONTACT: MICHELLE RUBANDO MICHELE.RUBANDO@PATCRAFT.COM (215) 518-9046
	VCT-1	VINYL COMPOSITION TILE	ARMSTRONG	STANDARD EXCELON	CHARCOAL	51915	1/4"	
	VCT-2	VINYL COMPOSITION TILE	ARMSTRONG	STANDARD EXCELON	POLAR WHITE	51941	1/4"	OPTIONAL COLOR
	VCT-3	VINYL COMPOSITION TILE	ARMSTRONG	STANDARD EXCELON	CLASSIC BLACK	51910	1/4"	OPTIONAL COLOR
	VP-1	VINYL PLANK	PATCRAFT	VALLEY FORGE PLANK 4"	CHERRY BLOSSOM			CONTACT: MICHELLE RUBANDO MICHELE.RUBANDO@PATCRAFT.COM (215) 518-9046 NOTE: COLOR MATCHES TO ST-1
	VP-2	VINYL PLANK	PATCRAFT	VALLEY FORGE PLANK 4"	SPICED MULL			CONTACT: MICHELLE RUBANDO MICHELE.RUBANDO@PATCRAFT.COM (215) 518-9046 NOTE: COLOR MATCHES TO ST-2
	VP-3	VINYL PLANK	PATCRAFT	VALLEY FORGE PLANK 4"	SMOKEWOOD			CONTACT: MICHELLE RUBANDO MICHELE.RUBANDO@PATCRAFT.COM (215) 518-9046 NOTE: COLOR MATCHES TO ST-3
	VB-1	VINYL BASE	ROPPE		CHARCOAL	123	4" HIGH	
	CT-1	CERAMIC TILE	DAL TILE	VOLUME 1.0	INTENSITY PEBBLE	VL72		CONTACT: SUSAN METKA (484) 576-9387 12" X 12" USE "CUSTOM TILE" GROUT PEWTER 19
	CT-2	CERAMIC TILE	DAL TILE	KEYSTONES	SUEDE GRAY SPECKLE	D206		CONTACT: SUSAN METKA (484) 576-9387 2" X 2" USE "CUSTOM TILE" GROUT PEWTER 19
	CT-3	CERAMIC TILE (WOOD APPEARANCE) (CERAMIC PLANK)	DAL TILE	TERRACE	CHERRY	P104		CONTACT: SUSAN METKA (484) 576-9387 6" X 24" WOOD PLANK LOOK USE "CUSTOM TILE" GROUT TOBACCO BROWN 52
	WD-1	ENGINEERED WOOD	ARMSTRONG	HERITAGE CLASSICS	BRANDYWINE (HICKORY)	HCH411VW		TEXTURE: DISTRESSED GLOSS: LOW
	RB-1	SHEET RUBBER	ECORE	ECONIGHTS	MR. SLATE	601	8 MM	CONTACT: KATIE MARCHALONIS KHM@ECORECF.COM (717) 517-5404
	AG-1	ARTIFICIAL TURF	ATHLETIC TEXTILES	JUNIOR COLLEGIATE ST30PVBM				SYNTHETICTURF.COM
AC-1	ARTIFICIAL COURT							
WALL	PT-1	PAINT	SHERWIN WILLIAMS		EXTRA WHITE	SW 7006		BASE PAINT COLOR; FINISH: EG-SHEL
	PT-2	PAINT	SHERWIN WILLIAMS		SILVER STRAND	SW 7057		ACCENT PAINT COLOR; FINISH: SEMI-GLOSS
	CT-2	CERAMIC TILE	DAL TILE	KEYSTONES	SUEDE GRAY SPECKLE	D206		CONTACT: SUSAN METKA (484) 576-9387 2" X 2"
	CT-4	CERAMIC TILE	DAL TILE	VOLUME 1.0	STEREO GRAY	VL73		CONTACT: SUSAN METKA (484) 576-9387 12" X 24" FIELD TILE IN SUBWAY TILE PATTERN USING TRIM PIECES APPROPRIATE TO WALL CORNER AND EDGING CONDITIONS
	CR-1	WOOD CHAIR RAIL	TAGUE				3 13/16" HIGH	PROFILE: TL-2003
	CS-1	CUT STONE VENEER	DAL TILE	STACKED STONE	BEIJING GREEN	S282		http://products.daltile.com/catalog.cfm?look=facadeestone
	ST-1	STAIN	MINWAX		SPECIAL WALNUT			
	ST-2	STAIN	MINWAX		FRUITWOOD			
	ST-3	STAIN	MINWAX		AMERICAN WALNUT			
	AV-1	ACROVYN WALL PROTECTION	CONSTRUCTION SPECIALTIES	SOLID COLORS	WHITE	949		SUEDE TEXTURE. USE APPROPRIATE TRIM PIECES FOR ALL TRANSITIONS
CEILING	AT-1	ACOUSTICAL TILE	ARMSTRONG	CORTEGA	WHITE	769 770		SQUARE LAY-IN, USE 15/16" GRID, 2'X4' AND 2'X2' SIZES
	P-3	PAINT	SHERWIN WILLIAMS		EXTRA WHITE	SW 7006		FINISH: FLAT
FURNISHINGS	PL-1	PLASTIC LAMINATE	PIONITE		BANKERS GRAY	SG214		SOLID COLOR (CABINETS) TEXTURE: SUEDE
	PL-2	PLASTIC LAMINATE	WILSONART		CARBON EV	4820-60		PATTERN (COUNTERTOPS) TEXTURE: MATTE
	GR-1	GRANITE	COLONIAL MARBLE		STEEL GRAY			MATCH COLONIAL MARBLE COLOR
	MB-1	MINI-BLINDS	HUNTER DOUGLAS	LIGHTLINES	WHITE			1" SLAT HORIZONTAL ALUMINUM BLINDS ON WINDOWS, 1/2" SLAT HORIZONTAL ALUMINUM BLINDS ON DOORS
	SS-1	SOLAR SHADES	PHIFER	SHEARWEAVE 2390	TBD			GC TO PROVIDE SAMPLE FOR CENTER MANAGER TO SELECT COLOR
	CC-1	CUBICLE CURTAINS	CONSTRUCTION SPECIALTIES	OXFORD	TBD			SURFACE MOUNTED ALUMINUM TRACK (ANODIZED), GENERAL CARRIER 1062N, 18" MESH TOP; GC TO PROVIDE SAMPLE FOR CENTER MANAGER TO SELECT COLOR

19-03-01

**AN ORDINANCE AMENDING 2018 BUDGET OF THE MUNDELEIN PARK AND RECREATION DISTRICT FOR
THE FISCAL YEAR BEGINNING JANUARY 1, 2018 AND ENDING DECEMBER 31, 2018**

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE MUNDELEIN PARK AND RECREATION
DISTRICT, LAKE COUNTY, ILLINOIS**

The following adjustments are made to the 2018 Budget:

<u>GL Code</u>	<u>Description</u>	<u>Changes to Budget Increase or (Decrease)</u>
20-20.200-5111	Salaries	(59,500.00)
20-20.200-5119	Wages Part Time	(13,150.00)
20-20.200-5342	Bank-Credit Card Fees	(2,000.00)
20-20.201-5340	Operating Expenses	(500.00)
20-20.204-5215	Custodial Services	(300.00)
20-20.204-5217	Water-Sewer	(120.00)
20-20.204-5218	Electric	(110.00)
20-20.204-5219	Natural Gas	(75.00)
20-20.204-5310	Operating Supplies	(830.00)
20-20.204-5324	Postage	(50.00)
20-20.204-5325	Alarm Service	(291.00)
20-20.204-5328	Internet	(1,000.00)
20-20.204-5365	Equip Rental-Lease	(1,000.00)
20-20.204-5370	Building Maintenance	(175.00)
20-20.205-5215	Custodial Services	(12,000.00)
20-20.323-5312	Program Supplies	(500.00)
20-20.572-5215	Custodial Services	(700.00)
20-21.206-5210	Professional Services	(4,900.00)
20-24.282-5111	Salaries	(2,000.00)
20-24.282-5119	Wages Part Time	(10,000.00)
20-24.282-5215	Custodial Services	(13,500.00)
20-24.282-5226	Food Service	(3,000.00)
20-24.282-5309	Food and Snacks	(2,000.00)
20-24.282-5316	Custodial Supplies	(1,000.00)
20-25.300-5215	Custodial Services	(16,600.00)
20-25.300-5342	Bank-Credit Card Fees	(4,000.00)
20-25.325-5119	Wages Part Time	(4,000.00)
20-25.325-5330	Continuing Education/Training	(500.00)
20-25.326-5119	Wages Part Time	(2,000.00)
20-26.420-5345	Uniforms/PPE	(500.00)
20-26.420-5360	Equipment Mt-Supplies	(2,000.00)
20-26.420-5365	Equip Rental-Lease	(500.00)
20-26.420-5370	Building Maintenance	(2,000.00)
20-26.430-5125	Wages Seasonal	(1,000.00)

<u>GL Code</u>	<u>Description</u>	<u>Change to Budget Increase or (Decrease)</u>
20-26.430-5322	Ads-Promotions	(500.00)
20-26.430-5348	Chems-Fertilizers	(250.00)
20-26.430-5360	Equipment Mt-Supplies	(500.00)
20-26.440-5322	Ads-Promotions	(1,000.00)
20-27.244-5210	Professional Services	(1,250.00)
20-27.244-5218	Electric	(2,220.00)
20-27.244-5219	Natural Gas	(700.00)
20-27.270-5215	Custodial Services	(13,300.00)
20-27.270-5309	Food and Snacks	(1,500.00)
20-27.270-5323	Printing	(500.00)

All ordinances and parts of ordinances in conflict with any of the provisions of the Ordinance are hereby repealed, and this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED: March 25, 2019

APPROVED: March 25, 2019

President

Secretary

	Director	Supt Parks	Supt Rec	Supt Finance
Arlington Heights	None	None	None	None
Bolingbrook	132,695-199,043	80,526-120,789	80,526-120,789	80,526-120,789
Buffalo Grove	108,062-172,618	102,916-164,398	69,886-109,309	102,916-164,398
Deerfield	119,650-156,060	94,807-113,303	108,961-130,219	113,695-135,876
Glensview	168,971	128,985	115,000	129,071*
Gurnee	137,452-206,178	91,130-136,695	91,130-136,695	97,472-146,207
Highland Park				
Hoffman Estates	None	90,000-135,000	90,000-135,000	90,000-135,000
Lake Forest	None	110,896-127,873	110,896-127,873	95,325-127,873*
Naperville	None	112,062-168,093	120,908-181,962	111,982-167,973
Northbrook	None	84,954-130,045	84,954-130,045	84,954-130,045
Schaumburg	None	92,629-138,944	105,315-157,973 *	119,738-179,607 *
Vernon Hills	None	83,497-114,905	78,030-119,442	93,358-123,304
Waukegan	135,950-221,924	93,645-156,571	93,645-156,571	93,645-156,571
Wheeling				
Wilmette	150,000-200,000	90,000-140,000	90,000-140,000	90,000-140,000
Winnetka	137,318-185,784	97,797-146,149	97,797-146,149	97,797-146,149
Woodridge	113,093-160,148	75,094-112,640	78,579-124,105	80,683-129,188
Average	129,278-187,719	92,854-136,100	92,902-136,867	96,578-143,070
Current Mundelein	130,000-190,000	85,000-120,000	85,000-120,000	85,000-120,000
Recommended	N/C	88,000-125,000	88,000-125,000	88,000-125,000

Deputy Director

Assistant Finance Director

*Schaumburg Rec budget is \$15 million & Supt of Finance is also Deputy Director
 ** Naperville positions are Director level (Supt report to them)

	Golf Op Mgr	Asst Golf Op Mgr	Pro Shop Mgr	Superintendent	Asst Supt
Arlington Heights					
Deerfield	90,000-112,000	28,704-41,662	NA	76,723-100,106	39,473-51,503
Glensview	103,799	50,748	NA	80,535	NA
Highland Park					
Hoffman Estates	67,500-101,250	45,000-67,500	NA	67,500-101,250	45,000-67,500
Homewood Flossmoor	66,993-100,488	40,727-61,089	NA	66,993-100,488	46,122-69,184
Lockport Township	80,000	75,000	NA	75,000	70,000
Naperville	76,645-114,967				
Northbrook	77,940-119,307	65,601-100,419	NA	65,601-100,419	42,636-65,265
Schaumburg	87,472-122,208 *	55,435-83,152	NA	71,658-107,487	48,757-73,136
Wilmette	90,000-110,000	NA	NA	80,000-100,000	45,000-55,000
Winnetka	72,734-101,153	44,070-85,601	NA	86,603-117,169	53,685-96,653
Woodridge	70,965-105,398	42,148-68,021	NA	66,428-100,488	34,443-51,849
PGA	66,000-127,000	45,000-105,000	20,000-43,000	DNA	DNA
GCSAA	DNA	DNA	DNA	62,900-117,500	43,108
Average	76,625-111,377	45,835-76,555	20,000-43,000	71,601-104,990	44,390-66,261
Current Mundelein	80,000-115,000	50,000-85,000	25,000-45,000	70,000-105,000	50,000-75,000
Recommended	N/C	N/C	N/C	N/C	N/C

*Schaumburg has 27 holes & par 3 course

	Asst Supt Rec	Rec Supv	Comm Ctr Mgr	Aquatic Supv	Registration Mgr	Marketing Manager	Bldg Maint Supv	Grounds Maint Supv
Bartlett	NA	45,000-73,500	45,000-73,5000	45,000-73,500	NA	45,000-73,500	45,000-73,500	45,000-73,500
Bloomingtondale	NA	37,980-56,970	NA	NA	37,980-56,970	56,790-85,185**	NA	44,100-66,150
Buffalo Grove	53,944-83,916	47,402-70,804	50,262-75,393	47,202-70,804	51,501-77,251	41,810-62,710	57,517-86,276	52,884-79,326
Cary	NA	42,890	NA	46,403	NA	70,689	43,347	57,928
Grayslake	NA	38,000-55,000	NA	NA	33,280-52,000	38,000-50,000	37,440-52,000	37,440-52,000
Gurnee	NA	45,425-68,136	50,659-75,989	50,659-75,989	40,730-61,096	70,270-105,405*	NA	56,497-84,746
Homewood Flossmoor	NA	40,727-47,631	46,122-69,184	40,727-61,089	31,754-47,631	59,155-88,732	52,233-78,349	59,155-88,732
Lockport Township	NA	43,000	45,000	47,000	40,000-63,000	71,000	68,000	48,000
Lombard	NA	40,458-64,001	48,150-77,797	42,481-67,197	NA	56,925-90,054	40,458-64,001	40,458-64,001
Vernon Hills	NA	41,778-73,850	49,100-73,363	49,100-73,363	43,513-57,782	79,710-93,975	49,100-70,775	55,099-79,726
Woodridge	59,389-96,564	41,736-68,172	52,269-81,077	51,273-76,910	41,799-61,442	41,303-67,870	47,505-80,255	47,505-80,255
Average	56,667-90,240	42,056-64,229	48,795-75,186	46,635-71,265	40,070-59,647	54,329-79,715	47,036-72,165	48,682-74,271
Current Mundelein	55,000-85,000	40,000-65,000	50,000-75,000	50,000-75,000	40,000-65,000	50,000-80,000	50,000-80,000	50,000-80,000
Recommended	N/C	N/C	N/C	N/C	N/C	55,000-80,000	N/C	N/C

*Gurnee-Director of Marketing & Community Relations

**Bloomingtondale-Director of Marketing/IT

	Building Tech	Aquatic Tech	HR Mgr	Adm Asst	Daycare Director	Daycare Teacher	Accounting Clerk
Bartlett	39,520-60,320	39,520-60,320	48,000-80,000	36,000-54,500	NA	NA	31,200-46,680
Bloomingtondale	NA	NA	NA	36,500-54,750	NA	NA	NA
Buffalo Grove	45,257-66,977	45,257-66,977	51,501-77,251	51,501-77,251	NA	NA	41,810-62,710
Cary	31,928	31,928	NA	43,680	NA	NA	59,280
Grayslake	NA	NA	NA	31,2200-41,600	NA	NA	41,600-52,000
Gurnee	45,425-68,136	NA	50,659-75,989	NA	NA	29,364-44,045	40,730-61,096
Homewood Floosmoor	35,961-53,942	35,961-53,942	59,155-88,732	35,961-53,942	NA	22,880-31,200	NA
Lockport Township	NA	NA	104,000	NA	69,000	18,720-38,376	NA
Lombard	31,698-50,147	NA	54,216-85,769	33,649-52,651	NA	NA	36,693-58,038
Vernon Hills	42,000-58,000	42,000-58,000	54,528-81,303	46,176-64,875	47,679-69,141	27-44 & 25-32	NA
Woodridge	41,649-66,427	NA	49,164-79,238	40,312-62,890	NA	NA	39,957-59,946
Average	40,216-60,564	40,684-59,810	52,460-81,183	38,912-57,807	47,679-69,141	24,593-37,924	38,665-56,745
Current Mundelein	45,000-70,000	40,000-70,000	50,000-80,000	35,000-60,000	55,000-90,000	37,000-50,000	
						32,000-42,000	
						27,000-37,000	
Recommended	N/C	N/C	N/C	N/C	N/C	N/C	40,000-60,000

waukegan25,365-42,243
Arl Hts 31,402-57,900

**Mundelein Park District
Part Time Wage Ranges**

Aquatics	Current	Recommend
Cashier	\$8.25-10.25	\$8.50-13.00
Concessions	\$8.25-10.25	\$8.50-13.00
Lifeguard	\$8.50-13.00	\$9.50-16.00
Maintenance Attendant	\$9.00-15.00	\$9.00-16.00
Manager	\$10.00-17.00	\$11.25-17.00
Swim Instructor	\$8.25-18.00	\$9.00-18.00*
Private Instructor	\$15.00-22.00	N/C
Aquatics Assistant	\$11.00-\$18.00	\$12.00-18.00
Swim Lesson Coordinator	\$12.00-18.00	N/C
Indoor Pool Desk Attendant	\$8.25-\$12.00	\$9.00-16.00*
Indoor Pool Coordinator	\$15.00-25.00	N/C
*Additional \$1.00/hour for AM open shifts		
 Athletics		
Building Staff	\$8.75-20.00	N/C
Program Staff	\$8.75-20.00	N/C
 Big & Little		
Teacher II	\$17.00-24.00	N/C
Teacher I	\$14.42-17.00	N/C
Assistant Teacher	\$12.00-16.00	N/C
Day Care Staff	\$10.38-16.00	N/C
 Corporate		
Administrative Staff	\$9.00-16.00	N/C
Accounts Payable Clerk	DNA	\$12.00-20.00
Boat Ranger	\$11.00-15.00	N/C
IT Staff	\$20.00-30.00	N/C
Interpreter	\$10.00-25.00	N/C
Marketing Assistant	\$14.00-22.00	N/C
Risk Manager	\$18.00-30.00	N/C
 Dance/Preschool		
Dance Instructor	\$9.50-25.00	\$10.00-25.00
Preschool Class Aide	\$11.00-17.50	N/C
Preschool Class Instructor	\$13.00-20.00	N/C
Day Camp Staff	\$8.50-14.00	\$9.00-16.00
Day Camp Director	\$13.00-19.00	\$13.00-20.00
Early Child Program Instructor	\$10.00-25.00	N/C
 Golf		
Bartender	\$8.50-11.50	N/C
Beverage Cart	\$7.75-10.00	N/C
Cart Attendant	\$8.25-11.00	\$9.00-13.00
Custodial	\$9.00-14.00	N/C

Golf	Current	Recommend
Kitchen Staff	\$8.75-16.00	\$9.00-18.00
Pro Shop	\$8.75-14.00	\$9.00-14.50
Starter/Ranger	\$8.25-11.00	\$9.00-12.00
Wait Staff	\$7.50-10.00	N/C
Park View		
Front Desk Supervisor	\$11.00-23.00	N/C
Group Fitness Instructor	\$20.00-40.00/class	N/C
Fitness Program Instructor	\$20.00-50.00	\$20.00-35.00
Child Care	\$9.00-16.00	N/C
Fitness Floor	\$9.00-16.00	N/C
Front Desk	\$9.00-16.00	N/C
Front Desk Lead	\$14.00-19.00	N/C
Housekeeping	\$9.00-16.00	N/C
Personal Trainer	\$20.00-35.00	N/C
Party & Program Staff	\$8.25-15.00	
Regent Center		
Building Staff	\$9.00-16.00	N/C
Program Staff	\$15.00-35.00	N/C
Rec Connection		
Director	\$16.00-25.00	N/C
Site Coordinator	\$13.00-19.00	N/C
Site Staff	\$12.00-15.00	N/C
Recreation Staff		
Facility Rental Supervisor	\$10.00-20.00	N/C
Head Registrar	\$12.00-17.00	N/C
Registration Clerks	\$9.50-14.00	N/C
IT Staff	\$20.00-30.00	N/C
Office Staff	\$12.00-18.00	N/C
Recreation Department Asst.	\$11.00-23.00	N/C
Cultural Arts		
Theater Instructor	\$10.00-25.00	N/C
Baking/Cooking Instructor	\$10.00-25.00	N/C
Art Instructor	\$10.00-25.00	N/C

Approved:

Part-Time Wage Survey 2019

Position	Mundelein Current	2019 Recommended	Buffalo Grove	Libertyville	Lindenhurst	Round Lake	Vernon Hills	Wauconda	Waukegan
Aquatics - Indoor Pool									
Swim Instructor*	9.00-18.00	9.00-18.00		9.00-14.00			8.75-9.75	8.75-12.50	8.25-15.26
Private Swim Instructor	15.00-22.00	15.00-22.00		10.00-14.00			24.00-24.00		
Lifeguard	9.00-13.00	9.00-16.00	11.00-13.25				9.25-11.87		8.25-15.26
Swim Lesson Coordinator	12.00-18.00	12.00-18.00	11.50-17.50	13.00-17.00			10.25-12.17	10.25-14	11.80-19.26
Desk Attendant*	9.00-12.00	9.00-16.000							8.25-15.26
Indoor Pool Coordinator	15.00-25.00	15.00-25.00	12.50-18.50						13.34-22.23
*Additional \$1.00 for AM open shifts									
Aquatics - Outdoor Pool									
Aquatics Assistant	11.00-18.00	12.00-18.00		15.00-20.00					
Casher	8.50-10.25	8.50-13.00		8.25-13.00				8.25-10	8.25-15.26
Concessions	8.50-10.25	8.50-13.00	11.00-13.00	8.25-13.00				8.25-10	
Lifeguard	8.50-13.00	9.50-16.00		8.25-12.00				8.50-12.00	8.25-15.26
Maintenance attendant	9.00-15.00	9.00-16.00							8.25-15.26
Shift Manager	10.00-17.00	11.25-17.00		12.00-16.00				9.50-13	8.25-15.26
Athletics									
Building Attendant	9.00-20.00	9.00-20.00	11.50-17.50	8.25-12.00	8.25-12.00	10.00-15.00		8.75-12	8.25-15.26
Program Staff	9.00-20.00	9.00-20.00		8.25-12.00		9.00-15.00		8.75-12	8.25-15.26
Before & After School Staff									
Director	16.00-25.00	16.00-25.00							
Site Coordinator	13.00-19.00	13.00-19.00			10.00-15.00	\$12.00-15.00		12.00-20.00	
Site Staff/Attendant	12.00-15.00	12.00-15.00			8.25-10.50	\$9.00-12.00		8.25-12	
Camp									
Day Camp Counselors	9.00-14.00	9.00-16.00	8.75-13.25	8.25-10.00	8.25-10.00	\$9.00-12.00		8.25-12	10.49-17.49
Day Camp Directors	13.00-19.00	13.00-20.00	12.00-18.00	11.00-16.00	12.00-20.00	\$12.00-15.00		12.00-20	11.80-19.67
Cultural Arts									
Theater Instructors	10.00-25.00	10.00-25.00				10.00-15.00			10.49-17.49
Baking/Cooking Instructor	10.00-25.00	10.00-25.00							
Art Instructors	10.00-25.00	10.00-25.00						10.00-25.00	10.49-17.49
Early Childhood Program Instructors	10.00-25.00	10.00-25.00				10.00-20.00		12.00-16.00	10.49-17.49
Dance									
Dance Instructors	9.50-25.00	10.00-25.00	8.25-21.00	12.00-40.00	10.00-22.00	10.00-25.00		16-25	
Private Dance Instructors	15.00-30.00	15.00-30.00				10.00-25.00			
Semi-Private Lesson	15.00-30.00	15.00-30.00				10.00-25.00			
Dance Coordinator	15.00-25.00	15.00-25.00	MKT		15.00-25.00			16-30	
Fitness									
Group Fitness Instructor	20.00-40.00	20.00-40.00	25.00-33.00	22.00-35.00		30.00-45.00		20-30	
Personal Trainer	20.00-35.00	20.00-35.00	MKT	25.00			23.00-30.00	28 per session	
Fitness Program Instructor	20.00-50.00	20.00-35.00	MKT				18.00-36.00	20-30	
Fitness Floor Attendant	9.00-16.00	9.00-16.00	11.00-13.25	10.00-14.00			10.00-10.00	8.50-12	
Fitness Coordinator	15.00-25.00	15.00-25.00	15.00-23.00	25.00-35.00					

K. WIRE TRANSFERS AND ACH ORIGINATION

Wire transfers can be made to facilitate quick deposits of funds into an account or to move funds from one institution to another in lieu of a check. Wire transfers may be made to expedite the movements of funds, to avoid penalties, late charges, and overdrafts and to maximize interest on excess funds.

The authorized personnel for making transfers are the Executive Director, Superintendent of Business Services & Technology, **Human Resource Manager and Accounting Clerk**. Specific transfers currently allowed are:

- Net payroll (bi-weekly)
- Payroll tax withholdings
- IMRF payments
- Social Security deposits
- Medicare deposits
- Bond principal and interest payments
- Procurement card payments
- Sales tax payments
- Accounts payable check runs
- Excess cash investments can only be transferred by the Executive Director unless permission has been given for specific transaction by the Executive Director to the Superintendent of Business Services & Technology.

MUSEUM OPERATING AGREEMENT

THIS OPERATING AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2019, by and between the Mundelein Park and Recreation District (“Park District”) an Illinois unit of local government and the Village of Mundelein, an Illinois home rule municipality (“Village”). The Park District and Village may be referred to individually as a “Party” or collectively as the “Parties”.

RECITALS

- A. WHEREAS, the Park District is the owner of a certain historical structure commonly known as the “Heritage Museum” and located at 601 E Noel Drive, Mundelein, Illinois; and
- B. WHEREAS, the Village operates a volunteer Historic Commission; and
- C. WHEREAS, the Historic Commission wishes to operate a museum in the Heritage Museum facility; and
- D. WHEREAS, the Park District and Village find it to be in their respective best interest to enter into an agreement defining the rights and responsibilities under which the Historic Commission may conduct its museum activities in the Heritage Museum facility;

NOW, THEREFORE, in consideration of the promises, terms and obligations stated herein, the Park District and Village agree as follows:

- 1. **Recitals**: The foregoing recitals are incorporated herein as substantive provisions of this Museum Operating Agreement.
- 2. **Term of Agreement**: This Agreement shall commence on _____, 20____ and shall terminate on _____, 20____, unless otherwise provided for by this Agreement. The Agreement may be renewed for one () ____-year extension commencing on _____, 20____, upon the

parties' mutual agreement for extension and upon the same terms and conditions or such modified terms and conditions as the parties may establish.

3. **Facilities:** The Village is hereby granted a license for non-exclusive access and use of the Heritage Museum facility for the term of this Agreement. This is a bare license and is not a lease. The Village and the Historic Commission are not tenants and this Agreement does not grant the Village or the Historic Commission any interest in the real property of the Park District.
4. **License Fee:** The Park District and Village have agreed that the Village shall pay to the Park District the sum of \$1 as a License Fee for the term of this Agreement.
5. **Operations:** While this Agreement is in effect, the Village agrees that the Heritage Museum facility shall be open to the public during hours ~~approved by the Park District~~ **mutually agreed upon by the Parties**. Use of the Heritage Museum shall be for community programs, teachers' programs, historical data of Lake County and other varied community and Park District activities as approved by the Park District. All activities shall be in conformance with Park District policies and ordinances and all statutes having jurisdiction. The Village agrees to maintain regular program offerings to include regular operating hours for public viewing, special events and seasonal displays and other dynamic programs to maintain a high level of community awareness and appreciation of the Heritage Museum.
6. **Park District Revenues and Expenditures.**
 - A. The Park District shall annually make an appropriation for expenditures from its Museum Fund for the purpose of supporting Heritage Museum programs and activities. The amount of such appropriations shall be determined by and at the sole discretion of the Park

District Board of Commissioners. The Park District makes no other commitment to expend funds in any specific amounts or from any source other than its Museum Fund.

B. All revenue resulting from the operation of the Heritage Museum shall be remitted to the Park District for deposit in the Museum Fund and shall be invested in the same manner as other Park District money.

C. All expenditures from the Museum Fund shall be made solely in conformance with State and local laws, rules and regulations governing the expenditure of Park District funds, public contracting and public construction projects. The Park District designates its Executive Director as the authority for granting approval for expenditures related to or required by this License Agreement.

7. **Park District Liaison to Historic Commission:** The Park District shall appoint an employee to serve as liaison to the Historic Commission. The Park District appointee shall be entitled to attend all meetings of the Historic Commission and shall serve as the point of contact with the Historic Commission regarding matters related to this Agreement and the operation of the museum.
8. **Exhibits and Artifacts:** The Park District shall have sole discretion to approve or reject all artifacts and exhibits offered to the Historical Commission for exhibition in the museum and to approve or reject disposal of all museum artifacts and exhibits. The Park District shall own all artifacts and exhibits displayed in the museum, with the exception of any artifacts or exhibits loaned to or otherwise made available to the museum on a temporary basis. The Historical Commission shall be responsible for all maintenance and upkeep of all exhibits and artifacts and the Historical Society shall have access to the Heritage Museum facility during normal operating hours.

9. **Maintenance and Utilities.** The Park District shall be responsible for all building and grounds maintenance, security systems and all utility costs, and shall have unlimited access to the Heritage Museum building.

10. **Termination:** This agreement may be terminated by either Party giving written notice to the other of intent to terminate at least ninety (90) days prior to termination. Once notice is received, this Agreement is terminated on the ninetieth (90th) day thereafter.

Upon expiration or termination of this Agreement, the Village and the Historic Commission shall quit and peacefully surrender the Heritage Museum facility to the Park District, and the Park District, upon or at such expiration or termination, may, without further notice, enter on and reenter the Heritage Museum facility and possess and repossess itself thereof and may dispossess Village and remove Village, the Historic Commission, and all other persons and property from the Heritage Museum facility and may have, hold and enjoy the Heritage Museum Facility.

11. **Indemnification:** The Village and **the Historic Commission** shall indemnify, defend and hold harmless the Park District, its officers, elected officials, employees, volunteers and agents against any and all claims, damages, losses and expenses, and suits of any manner ~~which might arise as the result of its activities~~, including but not limited to, legal fees (attorneys and paralegals' fees and court costs), ~~resulting from the Historic Commission's negligent use and operation of the Heritage Museum facility. However,~~ ~~notwithstanding anything in this Section 11 to the contrary, the Village's indemnity obligation shall not be construed to require the Village to indemnify the Park District for the Park District's own negligence.~~ **arising from or in any way connected with; i) the conduct, operation or management of the Heritage Museum facility or of any business or**

activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this Agreement; ii) any act, omission, wrongful act or negligence of the Village, the Historic Commissioner or any of Village or Historic Commission subcontractors or licensees (if applicable) or the partners, directors, officers, agents, employees, invitees or contractors of Village or Historic Commission or their licensees; iii) any accident, injury, or damage whatsoever occurring in or at the Heritage Museum facility regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. Village and Historic Commission shall similarly protect, indemnify, and hold and save harmless the Park District, its officers, elected officials, employees, volunteers and agents from and against any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Village or Historic Commission breach of any of their obligations under, or default of, any provision of this Agreement.

12. **Insurance:** The Village shall name the Park District as an additional insured, as relates to this Agreement, on the Village's General Liability, Umbrella, and Property Damage insurance policies or self insurance. The Village shall provide to the Park District certificates and policy endorsements naming the Park District as additional insured. Said Village insurance coverage or self insurance shall be primary and any insurance or self insurance maintained by the Park District shall not contribute to it.
13. **Independent Contractor Status:** Village and Historic Commission act solely in the capacity of independent contractors for the Park District and not as an employee of the Park

District. Village shall be responsible for the direct supervision of all of its employees, volunteers, agents, or subcontractors. Village shall provide all workers' compensation and unemployment insurance, social security and other related benefits for its employees as required by law. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the Park District and the Village or the Historic Commission. Except as otherwise expressly provided in this Agreement, no Party shall become bound, with respect to third parties, by any representation, act or omission of the other Party.

14. **Compliance with Laws:** Village and Historic Commission agree to fully comply with all applicable Federal, State and Local laws and regulations, and with all agency rules and regulations applicable to the operation and use of the Facilities, including but not limited to all applicable codes, laws ordinances, and regulations of the Village of Mundelein, the Park District, the County of Lake, the State of Illinois, and the United States, including, but not limited to, health and sanitation (food and sanitation certificate holder), age, minimum wage, prevailing wage, workers compensation, drug-free workplace, sales tax, and equal employment opportunity laws. ~~Village shall be responsible for all sales and real estate taxes arising as a result of any of Village or Historic Commission activities pursuant to this Agreement.~~ The Historic Commission shall be allowed to sell souvenir type items provided such sales are regarded as de minimus and do not call into question the Park District's real estate tax exemption on the Historic Museum facility.
15. **Facility Conditions, Cleanliness and Sanitation:** Village and Historic Commission agree to maintain the Heritage Museum facilities in a clean, neat and orderly condition at all times. Village or Historic commission shall make no modifications to any of the Heritage Museum

facilities without the prior written approval of the Park District. Immediately upon termination of this Agreement for any reason, the Village and Historic Commission shall return the Heritage Museum facilities and any equipment contained therein to the Park District in the same condition as received, ordinary wear and tear and/or Park District-approved improvements excepted. The Historic Commission may submit to the Park District annual requests for facility improvements on or before _____ of each year. The Park District shall, in its sole discretion, have authority to approve or reject such requests and determine the amount of funds the Park District will commit to such improvements, if any.

16. **Equipment:** Village and Historic Commission: a) have examined the building and equipment prior to the execution of this Agreement and finds them to be satisfactory; b) acknowledges that no representation as to the condition or repair of the facility has been made by the Park District other than as expressly contained in this Agreement; and c) acknowledges that no agreement or promise to alter, repair or improve the facility has been made by the Park District. Village and Historic Commission shall maintain the equipment, fixtures, and any other personal property located thereon and therein in a clean, orderly, sanitary, pest free and safe condition. The Park District shall maintain and repair all structural and mechanical components of the buildings. Heat and electricity for the buildings shall be supplied by the appropriate public utilities, at Park District's sole cost and expense.
17. **Waiver:** Failure or delay on the part of either Party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No

modification or waiver by either Party of any provision shall be deemed to have been made unless made in writing and signed by both Parties.

18. **Severability:** The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.
19. **Authorized Signatures/ Effectiveness:** The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind the Village, the Historic Commission, and the Park District and the Agreement shall not be effective until fully executed and delivered to all parties.
20. **Entire Agreement and Amendments:** This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements or negotiations, whether written or oral, and shall not be modified or amended except by written agreement duly executed by and delivered to all parties.
21. **Notices:** All notices shall be in writing and shall be given by certified mail, return receipt requested, postage prepaid, to the parties at the respective addresses set forth below or at such other address(es) as the Parties may formally designate, in writing, from time to time.

Park District

Village

Village of Mundelein
300 Plaza Circle
Mundelein, Illinois 60060
Attn: Assistant Village Administrator

22. **Assignment:** This Agreement shall not be assigned without the express written consent of the non-assigning Party.
23. **Performance Reviews:** If the Park District determines, in its reasonable opinion, that the operations at the Premises are unsatisfactory, then Village agrees to meet at least once

with the Park District within 24 hours of receipt of any oral or written notice from the Park District, to discuss Village performance. If the Park District determines in its reasonable opinion that operations are not consistent with appropriate standards of health, sanitation, safety, quality and reliability, the Park District may terminate the Agreement as set forth above for cause.

24. **Time**

Time is of the essence for all matters concerning this Agreement.

25. **Non-Discrimination**

In connection with performance of this Agreement, Village agrees not to discriminate against any employee, applicant for employment, customer or patron because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin.

26. **Jurisdiction:** This Agreement shall be governed by laws of the State of Illinois.

Venue for all actions hereunder shall be Nineteenth Judicial Circuit, Lake County, Illinois.

Any and all actions brought on behalf of Vendor under this agreement or the license granted hereunder shall be commenced within one year of conduct or actions giving rise to the action.

27. **Freedom of Information Act:** ~~Village agrees to maintain all records and documents for projects of the Park District in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Vendor shall produce records which are responsive to a request received by the Park District under the Freedom of Information Act ("FOIA") so that the Park District may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a~~

~~request, then Village shall so notify the Park District and if possible, the Park District shall request an extension so as to comply with the Act. In the event that the Park District is found to have not complied with the FOIA due to Village failure to produce documents or otherwise appropriately respond to a request under the Act, then Village shall indemnify and hold the Park District harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.~~ Each Party shall be responsible for complying with FOIA requests regarding documents in its possession. If it receives a FOIA request for documents which may be the possession of the other Party, it shall so inform the person requesting such documents.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized signatories.

PARK DISTRICT

VILLAGE

By: _____

By: _____

Name: _____
President

Name: _____
Mayor

Attest: By: _____
Secretary

Attest: By: _____
Clerk

Mission Statement

The Mundelein Park & Recreation District is committed to connecting the community with quality recreation through diverse programs, facilities and open space.

Vision Statement

To be the leader for environmental preservation, recreation activities and unique facilities for those communities that we serve.

Values

- Excellence
- Fun
- Honesty
- Inclusive
- Integrity
- Invested
- Respectful
- Responsible

BPRW VALUES, MISSION & GOALS

BPRW staff prides itself on our continued focus to maintain, improve, and grow resources for the Burlington community. Over the past few years - while maintaining steady awareness and support of community needs - the department also undertook extensive work on itself, looking internally to reestablish and understand the shared values that drive everything we do.

Through a series of staff functions which included dialogue, brainstorming and visioning, BPRW staff was able to align in identifying the aspects of our work that are truly important, supportive of growth and each other.

The identification of our shared values is sustaining a tremendous growth spurt, allowing staff members to unite to identify common goals and work towards them. Our goals include:

- 1 - Improve external & internal communication through community outreach, cultural competency training & awareness, and clear marketing tools (brand identity, web presence, wayfinding, etc.).
- 2 - Provide accountability to staff with accurate, attainable, and appropriate budget figures.
- 3- Increase accessibility of programming and park amenities through outreach, maintenance, and capital planning/investment.
- 4 - Increase conservation of land and resources providing both environmental and economic benefit to the community.

ACCESSIBILITY

Emphasis on universal design & financial sensitivity in all experiences.

INTEGRITY

Trust developed in doing our work in the public realm.

DEPENDABILITY

Service-oriented & responsive customer service.

HEALTH/WELLNESS

Focus on active, healthy & balanced lifestyles.

TEAMWORK/PARTNERSHIP

Commitment to collaboration and coordination with our community & colleagues.

INCLUSIVITY

Fostering cultures of all kinds.

STEWARDSHIP

Of public service & a sustainable environment.

QUALITY

In everything we do.



Mundelein Park & Recreation District

2016-2020 Strategic Plan

Approved
7/25/2016
Updated
8/14/2017
2/12/2018
8/27/2018
3/25/19

Introduction

The Mundelein Park & Recreation District worked with Executive Decisions in the development of a Strategic Plan in the Spring of 2016. The purpose of the plan is to provide direction for the District in concert with the Master Plan previously adopted. The planning period for this plan covers 2016-2020.

The methods for developing this plan were to use input from the community, Board and staff. A Community Wide Survey was conducted in the late fall/early winter of 2015. The survey instrument was developed in partnership with the University of St. Francis. A random sampling of residents was used to represent approximately 28% of the households. The survey was available online or hardcopy upon request. Of the 2,945 homes notified, 354 (12%) responded. An additional 276 surveys were completed via the District's website but were not considered in the statistical representation of data.

The survey questions were categorized into several areas including : Interests, Participation, Satisfaction/Value, Communication and Demographic. The full report is available on the District's website.

In addition to the Community Wide Survey, the District held a Strategic Plan meeting open to the general public. This half day workshop held on a Saturday at the District's Regent Center was attended by five residents, five Board members and 18 staff. During this meeting attendees had an opportunity to develop a SWOT analysis of the District's strengths, weaknesses, opportunities and threats as related to programming and facilities. From the Parks and Facilities SWOT Analysis, a list of capital improvements was developed for four categories: New Facility and Open Space Acquisition; Park Development; Building & Facility Improvements; and Service Improvements. Each of these capital items was then scored and the Capital Improvement Priorities list was developed.

Programming SWOT Analysis

Strengths

Staff
Special Events
Communication
Steeple Chase Golf Club
Variety
Clean Facilities
Community Involvement
Cost Effective
Barefoot Bay
Reputation
Social Media
Volunteers
Customer Service
Scholarship Program
Maintenance Landscaping
Knowledgeable Instructors
Diversity of Facilities & Opportunities
Convenience
Class Size
Inter-departmental Cooperation
Well Organized
Friendliness
Payment Options
Customer Options/Schedule Flexibility
Education
Self-Worth Development
Building Developmental Attitudes

Weaknesses

Aging Facilities
Complacency
Senior Programs
Lack of Ethnic Diversity
Including Entire Community
Government Restrictions
Past Successes
Money
Funding
Lack of Participation/Cancelled Classes
Inability to Improve Strengths
Not bilingual
Low Participation by Hispanics
Past Failures
Competition
Inability to Act Quickly on Trends
Facilities Lack Multi-purpose Use
Potential Development of Resources
Priority Arrangements

Programming SWOT Analysis

Opportunities

Technology
Services for all Ages
Business Partnerships
Fundraising
Diversity
Dream
Creative Financing
Think Outside the Box
Employment
Expand Adult Programming
Accessible Playgrounds
Growth and Expansion
Share Talents

Threats

Changes in Demographics
Competition
Funding
Lack of Fresh Ideas
Legislation
Technology Increasing Expectations
Program Costs
Politics
Time
Criticism
Maintenance Capabilities
Fear of Change
Social Media
Close Minded/Not Realizing These Threats
Lack of Communication with Customer
Economy
Community Apathy
Complacency
Competitive Wages
Attitude
Failing
Monitoring
Negativity
Limitations on Potential Expansion

Societal and recreation trends were discussed at the planning meeting. The group came up with the following:

Society Trends

Volunteerism
Spend more time with social media
Fitness/wellness
Selfishness (me centered)
Ego
Technology
Bullying
Aging populations
Millennials
Bribery
Income gaps
Celebrityism (celebrities who really aren't)
Impatience/instant gratification
Sexual identity
Changing face of family
Life expectancy

Recreation Trends

Fitness
Health/Wellness
Nature play
Competition for patrons
Senior playgrounds
Shorter class/program duration
Technology aided fitness
All hours of the day
Accessibility
Inclusiveness
Non-traditional
Youth sports
Lacrosse
Learn to swim
Senior enrichment
Injury protection
Too much structure
Sportsmanship

Parks and Facilities SWOT Analysis

Strengths

Maintenance Department
Diamond Lake
Number of Parks
Barefoot Bay
Spray Park
Diamond Lake Sports Complex
Community Park
Kracklauer Park
Steeple Chase Golf Club
Cooperation with Village
Community Center
Indoor Walking Track
Management
Natural Areas
Park View Health & Fitness
Intergovernmental Agreements
Big & Little Child Development Center
Playgrounds
New Basketball Courts
Affiliates
Leadership

Weakness

Age of Facilities
Interior of Facilities
No Driving Range
Under Staffed
Lack of Space at Golf
Diamond Lake Water
Lack of Funding
Building Space
Not Going Green
Shoreline Erosion
Update Landscape at Facilities
No Dog Parks
More Walking Trails (connections)
Policies (internal protest)
Wi Fi
Programs
Expanded Authority (empower staff)
Slow to Change
Accessibility

Parks and Facilities SWOT Analysis

Threats

Politics
Money
Space
Outdated Maintenance Facility
Competition
Aging Facilities
Lack of Community Involvement
Confusion of Separation from Village
Consolidation

Opportunities

17 Acres on Shady Lane
Adopt a Park
Resident Education
Sponsorships
Funding
Chalet
Ice Rink with Coils
Inline Skating Rink
Driving Range over Lake at SCGC
Outdoor Fitness Equipment (trail)
Indoor Activity Pool
Diamond Lake
New Development
Paved Path Through Community Park
Dog Park
Bike Path Plan (connection)
Wetland Trails
Environmental Restoration
Theatre
Facilities for the Elderly
Rental Space
More Fitness Space
Public Events (races)
Banquet Facility
Longer Hours
Lights at Basketball Courts
Children's Zoo

CAPITAL IMPROVEMENT PRIORITIES

Assessment March 2016

NEW FACILITY AND OPEN SPACE ACQUISITION

<u>Rank</u>	<u>Board</u>	<u>Staff</u>	<u>Cumulative</u>	
1	2.2	2.1	2.1	Secure rental space for programs (no longer necessary with Chalet rebuild)
2	2.2	2.4	2.4	Expand clubhouse at Steeple Chase (banquets) (feasibility study showed cost too high for ROI)
3	2.6	2.6	2.6	Build a driving range at Steeple Chase (meeting with engineer/architect February 2018) (architects presented plan/costs to the Board August 2018) (Included in the 2019 budget, contract signed with architect)
4	3.0	2.8	2.9	Build a dog park

PARK DEVELOPMENT

(Improvements to existing parks)

<u>Rank</u>	<u>Board</u>	<u>Staff</u>	<u>Cumulative</u>	
1	1.4	2.3	2.0	<p>Develop Shady Lane property</p> <p>(landscape architect developed plans, applying for OSLAD grant fall 2018)</p> <p>(grant application successful, included in 2019 budget)</p>
2	3.0	1.9	2.2	<p>Paved path through Community Park</p> <p>(added a section of sidewalk from Midlothian Road to front circle and adding path from entrance road to new tennis/basketball courts)</p>
3	3.6	2.6	2.8	<p>Improve natural areas</p> <p>(actively managing invasive vegetation as well as increasing prescribed burn areas each year)</p> <p>(streambank stabilization project at Wilderness Park South began July 2018 – summer crew person hired to focus on natural areas)</p>
4	2.0	3.3	3.0	<p>Install coil system for ice rink</p> <p>(architect secured to develop plans/budget)</p> <p>(plans presented to Board June 2018)</p> <p>(included in 2019 budget, staff is meeting with two vendors to discuss options)</p>

BUILDING & FACILITY IMPROVEMENTS

(Improvements to existing buildings and revenue producing facilities)

<u>Rank</u>	<u>Board</u>	<u>Staff</u>	<u>Cumulative</u>	
1	2.6	2.1	2.2	<p>Remodel interior Regent Center</p> <p>(main room remodel summer 2017)</p> <p>(quotes secured for bathroom & entry remodel fall 2018)</p> <p>(completed fall 2018)</p>
2	1.8	2.6	2.4	<p>Expand Chalet</p> <p>(construction began May 2017)</p> <p>(new facility opened April 2018)</p>
3	3.2	3.4	3.3	<p>Remodel interior Community Center</p> <p>(met with interior designer January 2018 to develop ideas and budgets)</p> <p>(interior designer submitted remodeling ideas, meeting with lighting firm to set budget for upgrades)</p> <p>(began work on the fitness floor in 2018, continuing work on the first floor in 2019)</p>
4	4.2	4.0	4.0	<p>Improvements to parks department buildings</p> <p>(improved ventilation in Building 1 to prevent mold, adding heater to make building more useable)</p> <p>(adding heat to north addition of Building 1 fall 2018)</p>
5	4.4	4.3	4.3	Remodel interior Diamond Lake Beach
6	4.8	4.6	4.6	<p>Remodel interior Kracklauer Dance Studio</p> <p>(Completed with new parent viewing/waiting room, June 2017)</p>

SERVICE IMPROVEMENTS

(Improvements to internal or external services)

<u>Rank</u>	<u>Board</u>	<u>Staff</u>	<u>Cumulative</u>	
1	4.0	3.3	3.4	<p>Develop a building maintenance plan</p> <p>(current procedures documented, plan yet to be drafted)</p> <p>(in progress, gathering info on equipment used, frequency/ procedures of maintenance of equipment and vendor/service contacts for equipment)</p>
2	2.3	3.8	3.5	<p>Develop a long range IT plan</p> <p>(working with our IT Vendor to develop by end of 2019)</p>
3	6.3	3.2	3.7	<p>Expand District's Wi-Fi</p> <p>(work began 2016, not yet complete)</p> <p>(installed 11 new AP's throughout District summer 2018, 3 more expected to be installed by September 30)</p> <p>(completed fall 2018)</p>
3	2.3	3.9	3.7	<p>Conduct a space study to evaluate best use of existing space</p>
5	3.3	4.7	4.5	<p>Conduct an energy audit for all buildings</p> <p>(met with several medical providers to discuss use of space at Community Center)</p>
6	4.6	4.8	4.7	<p>Implement new financial software</p> <p>(software chosen, launch September 2018)</p> <p>(software installed on District network, launching September 2018)</p> <p>(completed fall 2018)</p>

7	5.3	5.9	5.8	Develop a fleet management plan
8	7.7	6.6	6.8	Move toward paperless environment with large capacity scanners
				(purchased scanner for new BS&A process, will evaluate effectiveness and productivity)
				(AP process is now paperless, implementing paperless work orders in spring 2019 via intranet)

Strategic Priority 1: Program Participation and Facility Membership to be More Reflective of Our Community (age/race)

Goals	Timeline	Resources Needed	Staff Assigned
Hire more bi-lingual front line staff (10% of all candidates interviewed must be bi-lingual)	Begin Fall 2016, reach 10% by Fall 2018 Spring 2017 – 11 % applied, 8.3% interviewed Spring 2018 – 44% of new hires bi-lingual	Staff awareness of goal, tracking mechanism	Human Resource Manager, Department Heads, Supervisors
Hire more diverse front line staff (10% of all candidates interviewed must be diverse)	Begin Fall 2016, reach 10% by Fall 2018 Spring 2017 hires – over 50 = 8, Asian = 3, African-American = 2, Hispanic = 5 Spring 2018 hires – over 50 = 5, Asian = 2, Hispanic = 1	Staff awareness of goal, tracking mechanism	Human Resource Manager, Department Heads, Supervisors
Develop bi-lingual focus group	Spring 2017	Mano a Mano NICASA	Director, Department Heads
Utilize Hispanic recruitment resources for every opening	Continual Santa Maria, Christina la Vina, Indeed	Reflejos, CLC, Churches, PTOs, Clinics	Human Resource Manager
Encourage current staff to learn Spanish	Continual Marketing Specialist took two class at CLC Supt of Rec looking at class offerings	CLC Classes, staff time	Director, Department Heads, Supervisors
Develop a “FAQ” (frequently asked questions) cheat sheet in Spanish	Spring/Summer 2017	Translator, staff time	Superintendent of Recreation, Marketing Specialist
Develop a Spanish hotline (telephone and website)	Spring/Summer 2017	Translator	Superintendent of Recreation, Marketing Specialist
Recruit at least one Hispanic for the Rec Advisory Committee	Winter 2016/2017 Hispanic individual invited to join, no commitment yet Non-white member added, 2 nd Hispanic resident asked to join Hispanic resident joined	Mano a Mano NICASA	Board, Director, Superintendent of Recreation

Goals	Timeline	Resources Needed	Staff Assigned
Host an annual open house	Spring annually Tie into Dunbar Rec Center opening 4/7/18	\$2,000 annually	Director, Department Heads, Supervisors
Host an annual open house	Spring annually Tie into Dunbar Rec Center opening 4/7/18 Planning a fall 2018 Open House with new Park View equipment & gym floor Park View redesign delayed. Will hold in fall 2019 once lobby reno complete	\$2,000 annually	Director, Department Heads, Supervisors

Strategic Priority 2: Improve Staff Communication Through Technology

Goals	Timeline	Resources Needed	Staff Assigned
Expand master calendar to include activities of each department (update monthly)	Spring 2018 Intranet committee formed, will include calendar	Staff time, scheduling software	Superintendents of Recreation and B&G, Marketing Specialist
Review position duties to set priorities of mobile device implementation	25% of positions annual, completed by 2020 Fall 2017, Grounds Supervisor issued tablet 7 positions in parks department being equipped with smart phone spring 2018 Summer 2018 Building Supervisor issued tablet Fall 2018 all full time parks staff issued smart phones	Staff time, mobile providers	Department Heads
Research software for maintenance functions	Summer 2017 Staff developed work order system using Google Docs, will implement April 2019	Staff time	Superintendent of B&G, IT Contractor
Relaunch intranet for employee communication	Fall 2017 Spring/Summer 2018 launch Web designer creating site, staff training early November Launched November 2018	Staff time, training, part-time staff ID's	Superintendent of Business Services, Human Resource Manager
Utilize texting more	Continual New software purchased to communicate with Camp parents (e-pact) Adding Big & Little and Learning Center families to e-pact software	Smart phones, annual budgets	Department Heads, Supervisors

Strategic Priority 3: Develop Building Maintenance Plan

Goals	Timeline	Resources Needed	Staff Assigned
Identify and document current maintenance procedures	Spring 2017 Building Maintenance Supervisor developing	Staff time	Superintendent of B&G, Building Maintenance Supervisor
Research other agencies' plans	Fall 2017	Staff time	Superintendent of B&G
Develop financial plan to determine funding	Summer 2017 Long Range Financial Plan drafted fall 2017, not finalized yet Document did not meet needs, to be redone 2019	Staff time	Director, Superintendent of Business Services, Superintendent of B&G
Determine long term use of the buildings (space study and energy audit)	Summer 2018 (delayed with staff transitions)	\$\$??	Director, Department Heads
Research grants	Continual Superintendent of B&G researching lighting grants offered through Dominion lighting Applied for and received OSLAD Grant and Playcore grant Applied for bike grant March 2019	Staff time	Director, Department Heads
Research building automation options	Winter 2018/2019 Installing Nest thermostat at Steeple Chase Clubhouse	Staff time	Building Maintenance Supervisor
Conduct geographic assessment	Summer 2018	Staff time, software	Director

Strategic Priority 4: Increase Participation (people and revenue) by 10%

Goals	Timeline	Resources Needed	Staff Assigned
Increase email database by 10%	Annually measured Golf yes for 2017 Rec benchmark begins 1/1/18 (8,000 on Constant Contact list) District Constant Contact 11,493 2/2019	Staff time	Rec Supervisors, Registration staff, Marketing staff
Mail renewal letters to facility members one month before expiration	Continual Regent in newsletter, Park View email, Golf Loyalty Program email	Staff time, postage	Community Center Manager, Aquatic Supervisor
Offer more contests at special events	Minimum 2 per year, beginning 2017 Coloring contest at District 75 & 79 open house, Health Fair punch card, raffles at Chase 5K, Breakfast with Santa guess # candy in jar, Enchanted Princess free drawing for a limo ride Numerous raffles at Grand Opening, free trees at Earth Day, gift baskets at Wild About Mom, Go Mundelein raffle for Fit Bit Added contests to Enchanted Princess Ball	Money for prizes/give-aways, staff time	Rec staff, Foundation
Promote online registration after software launch	Fall 2016 Online registration up to 47% Spring 2017	Advertising dollars, staff time	Marketing Specialist
Develop a monthly marketing calendar	Winter 2016/2017 Completed	Staff time	Marketing Specialist, Rec staff
Research expansion of facility hours of operation	Spring 2017 Adjusted fitness center hours Fall 2019	Staff time	Community Center Manager, Registration Manager
Add adult targeted special events	Minimum 2 per year, beginning 2017 Margaritaville & Craft Beer Night for 2017 Doggie Trick or Treat 2018, developing lunch program for seniors	Program budgets and staff time	Superintendent of Recreation, Supervisors

Goals	Timeline	Resources Needed	Staff Assigned
Develop a Park District loyalty program	<p>Spring 2018</p> <p>Park View-refer a friend</p> <p>Park View & Bay-member appreciation days</p> <p>Park View developed year long calendar (member birthday emails, Share the Love referral)</p>	Staff time	Superintendent of Recreation, Supervisors
	<p>Bay-coupon book & gift w/early bird purchase</p> <p>Big & Little-multi child discount</p> <p>Regent Center-member-advanced registration</p>		
Partner with other Park District to purchase expensive special event equipment	<p>Continual</p> <p>Reaching out to Village & Library regarding movie screen purchase</p> <p>Partnering with Village on National Night Out/ Movie</p>	Staff time, funds dependent on equipment purchased	Director, Department Heads

To: Board of Park Commissioners

From: Bill Brolley, Golf Operations Manager

Subject: Steeple Chase Operations – March 2019

	2018	2019
Golf Revenue (YTD-3/18)	\$ 5,963	\$ 210
Merchandise (YTD- 3/18)	\$ 5,227	\$ 7,235
Food & Beverage (YTD- 3/18)	\$ 691	\$ 92
Miscellaneous (YTD- 3/18)	\$ 2,657	\$ 1,284
Gift Cards (YTD-3/18)	\$ 1,353	\$ 1,774
Total Revenue (YTD- 3/18)	\$ 15,891	\$ 10,595

We will open on Saturday March 23rd a week earlier than expected. Original forecast was Saturday high of 53 degrees and Sunday high of 58 degrees, it has now changed to 48 and 51 with chance of rain on Sunday. Last year we opened on the 17th and had 12 golfers and 128 golfers on the 18th and then basically nothing after that. Merchandise is up right now and we still have a couple more sets of clubs to be paid for.

We had 70 of our carts delivered this week and the remaining carts (7) will be delivered next week.

We will take the hitting cage down on Friday and get the restaurant put together.

Most of our merchandise came in this week, so we have been busy receiving, pricing and displaying.

We will start the season with a limited menu as the weather looks to be a little up and down.

The new carpet for the pro shop, hallway, restrooms and restaurant has been installed and looks good.

We had a pre-bid meeting this morning for the clubhouse roofing project with three companies that have all done business with the Park District previously.

John Bestler, Jerry Cleaveland, and Jon Karl have been working on the gazebo at the first tee and will continue as weather allows.

Looking forward to a good season!

MEMO TO: Board of Park Commissioners

FROM: Ron Doruff, Golf Course Superintendent

SUBJECT: Golf Course Grounds Report – March, 2019

It seems that we will be having typical March weather. Some days will be good for golfing. The course is in the best shape it has ever been at this time of the year. There is no evidence of disease, snow mold damage, dead spots that need immediate repair, ice damage, or wind burn. The golf course is fairly clean for the amount of ice, wind, much lower than normal temperatures, and snow that we have experienced this winter. There are small branches all over the course which will take some time to clean up. I did not find any large tree limbs that need to be trimmed or damaged trees that need to be taken care of immediately.

We will need to complete the sand trap projected that was started last fall. We were working on the three traps around the #6 green. The sand was removed last fall, but the drainage was not repaired due to the weather. We will repair the drainage and replace the sand.

It's too early to tell about the crew for this season. I will have a better idea of the returning and new crew members by the April meeting. We are currently very shorthanded. Hopefully we will get referral candidates from those who will be working for us this year.

The goose control contractor returned to the course on March 15. There have been some goose activity recently but not too much. The geese are pairing up so the contractor is observing them to locate their nesting areas. This makes it much easier to take care of the eggs that are laid.

We have purchased two new replacement controllers for the irrigation system. Those will be installed replacing the controllers on holes #3 and #11. One of the main reasons for replacing the controllers is due to the mice damage. This has been a problem for many years. I have been told by several people that the coating on the wiring of the controllers attracts the mice. Also the controllers are a nice warm place to nest and grow a family. It is in one of the nicest neighborhoods around.

To: Board of Commissioners

From: Derek Solberg, Superintendent of Buildings and Grounds

Re: Parks Department Report – March 2019

Staff attended and participated in the All Staff Meeting on February 19. Feedback from staff following the event was generally positive and the meeting was found to be worthwhile to most of the staff. Items that were highlighted in a staff survey completed prior to the meeting have been discussed as a group and staff had and will continue to have an opportunity to provide feedback on the issues. The top three issues mentioned by a number of staff in the survey are how to improve communication among the staff, current staffing levels and resources.

Fleet Mechanic Daniel Keefe has been busy getting mowers, string trimmers, backpack blowers and other landscape equipment ready to go for the season.

Aquatics Maintenance Supervisor Mike Krauleidis is bringing the outdoor aquatic facilities out of winter and preparing them for the season. This is a big task and will take two solid months to complete. Other department staff will be assisting as well, especially in the area of cleaning up the landscaping at Barefoot Bay and the Spray Park.

Park grounds care continues as staff are active outside in the parks whenever possible in the winter months. Tree work is the focus recently. Trees have been trimmed throughout the District. Some trees that showed significant signs of deterioration and decay have been removed and will be replaced as soon as possible in the Spring. Two parks saw significant removals recently, Hanrahan and Woodlands.

A bid has been let recently for a landscape contractor to mow sloped areas around retention ponds in the District. This is a long standing recommendation from PDRMA to decrease exposure to the risk of mowing these sites by District employees. The bid opening was held for the reconstruction of the Community Center parking lot. This project features sidewalk replacement, parking lot drainage improvements and asphalt work. This work will be completed in two phases with Phase 1 taking place in the Fall of 2019.

Building Maintenance Supervisor John Rogers is attending classes to achieve Building Operator Certification. This coursework is offered by the Midwest Energy Efficiency Alliance and is in part a partnership with ComEd and Nicor Gas. Level 1 attendees take eight day-long classes over the course of three months followed by exams on topics related to energy efficient operation of HVAC systems, electrical systems, lighting and other common opportunities for low-cost operational improvements.

Staff are working to convert paper inspection forms to electronic forms. Inspection forms for parks, playgrounds, buildings, waterways, vehicles, equipment and many other inspections will be converted. During this process the inspections are being reviewed for accuracy to keep up with changes at each site.

Memorandum

To: Park District Board of Commissioners
From: Matt LaPorte, Superintendent of Recreation
RE: March 2019

Programs

The summer program guide is scheduled to reach homes April 10 with registration beginning April 17.

The Dance Company attended the Dupree Dance Convention and Competition from March 8-10 in Chicago. Over 1,000 dancers were present at the annual event. Once again Coordinator Heather Burnes had the Mundelein Dance Company primed to do well. Five dancers placed in the competition and four dance scholarships were awarded to three Company dancers, Derek Lee, Lily Lopez and Sophie Volk. Competition results include:

- Do Your Thing - Ella Kasamis - Gold
- So Long Dearie - Lexi Kasamis – Platinum
- Never Enough - Lexi Niemann - Gold
- Snakeskin Boots - Derek Lee - Judge's Award for Performance Quality - Diamond (1st Overall)
- Glitter in the Air - Dayna Teemer - Platinum - 3rd Overall Score

Summer camp enrollment is underway. Enrollment is typically off to a slow start and picks up once the summer brochure comes out. Currently we have 22 children enrolled in Trails and two for Odyssey camp. At this time last year we had 12 children enrolled in camp. Camp Counselor training has been set for May 29-31. Recreation Supervisor Cheri Rehor will have her four camp directors returning this year. Most of the Camp Counselor jobs have been filled but as usual we are still searching for some male counselors.

We received 11 applications for the vacant Athletics Coordinator position. Three applicants will be selected for interviews with a candidate hopefully selected by the middle of April. Adult Softball leagues are scheduled to begin April 22 with a deadline for registration set for April 17. Past captains have been emailed and the league is being heavily promoted. Affiliate groups started requesting fields on Saturday, March 16 for their April practices. May and June practice slots will be available on April 13. Youth basketball for 3rd/4th and 5th/6th grades ended on March 13 after a good season. Feeder Basketball has also ended their season. The 6th grade team took 5th place in the Grayslake Tournament and then they went 1-2 in the end of season tournament to finish 13-18 on the year, a big improvement from last year. The 7th grade team went 6-0 in the final regular season games but faced tough competition in their two end of season tournaments and went 1-2 in both tournaments. They finished 23-11 on the season and were named Conference USA champions for 7th grade. An end of season banquet is scheduled for Sunday, March 31 at Dunbar Recreation Center.

Learning Center Preschool had an open house on March 16 and ended up with 15 families in attendance, 10 of which were new. We are expecting three of the families to register for the program in the fall.

Rec Connection is gearing up for the spring break week with a variety of fun activities for the week of March 25-29. The camp will be held at the Dunbar Recreation Center and has an average of 20-30 kids

signed up per day. We were recently notified by School District 75 of the new busing fees of \$112 for one-way bus service for next year. Staff are working our way through determining the best way to handle the new fees that will be assessed for the Rec Connection students from Mechanics Grove.

Lake County Health Department will be at Big & Little Early Learning Center on April 12 for Vision and Hearing Testing for preschoolers 3 years and up. Big & Little picked up two full-time children this month to bring the total to 61 children enrolled, additionally one currently enrolled child changed over to full-time as well.

Events & Parties

Party & Event Coordinator, Kelli Schillaci has lead 11 parties through the end of February and has 15 additional parties booked through the end of May. There are several more in the works as well.

The District held a St. Patrick's Day Party on Saturday, March 16 at Dunbar Recreation Center. A group of 27 kids and their parents participated in crafts, games and team challenges. A round of green beverages (kid friendly, of course) wrapped up the successful event. Upcoming events include the pre-teen Flashlight Egg Scramble on April 18, the Spring Egg Hunt on April 19 and a smaller Earth Day party on April 22. New for this year, the District will be partnering with the Mundelein Police Department to host the National Night Out on August 6. The event will feature family games, bounce houses and a movie in Community Park, as well as free twilight swim from 6-8 pm at Barefoot Bay.

Sponsorships

Through the end of February, Corporate and Community Relations Coordinator Tracie Ouimet has brought in \$16,667 in sponsorships and she has another \$4,800 invoiced and not yet received. Not including the potential agreenebt with NovaCare, we are about halfway to our revenue goal. Several other leads are in the works, including potential sponsorships and underwriting of new programs.

Rentals

Rentals are down to non-existent at the Community Center. This is mainly due to the issue of not having a suitable room to rent any more. The old Rec Connect room is being converted into a group exercise/dance studio and is being programmed regularly. We did receive two gym rentals, as we have been able to work with a group of local dads who are looking to rent the space for twice a month pick-up basketball after hours on Fridays. The Regent Center had three rentals totaling \$1,500 in February. This has gotten things off to a good start for that budget for the year. Dunbar had five room rentals for a total of \$200 which is on budget too. There have been no boat launch permits sold in February.

Facilities

Regent:

Regent Center memberships continue to come in and have outpaced previous years. Membership is at 324 members through the end of February, an increase of 41 from last year. The growth in membership is a result of the work Recreation Supervisor Mary Yoho has put into building programs and participation, and her efforts in sending out an annual reminder to renew at the start of the year. We are also getting more non-residents than previous years. February's weather was a bit better than January's and resulted in 1,131 visits to the Center, up from the 1,000 we experienced in January. Successful programs in February include the semi-annual Retirement Planning series which brought in 66 participants. After delaying the start by a few weeks, the Organic Gardening class is running in March.

This new program will introduce organic gardening skills and serve as a nice tie in to the summer garden plots.

FEBRUARY	Total	Resident	NR	New	DW	Boomer	Men
2015	291	200	91	20	47	88	
2016	293	195	98	15	47	83	
2017	291	199	92	19	44	94	
2018	283	189	94	19	48	114	
2019	324	207	117	23	60	136	54 16.5%

Aquatics:

Indoor pool swim lessons have made a remarkable turnaround under Aquatics Coordinator Josh Aguilar. Many parents have remarked the current format of offering multiple lessons during structured time blocks is easier for them to sign up and build into their busy schedules. The indoor swim lessons had a total of 89 participants for the February session – 20 on Tuesday/Thursday and 69 for Saturdays. For our March lessons, which began the week of the 12th, we sold out for Tuesday/Thursday lessons with 38 participants and had 73 participants register for the Saturday lessons.

Due to the high amount of participants we have also hired on a sixth swim instructor, as well as bringing back two more instructors for the summer. This is the ideal number of instructors for this time of year. The focus for staff is to recruit more lifeguards before the summer season begins. To assist with this, our Indoor Pool Head Lifeguard Marybeth Stone has been doing an excellent job of organizing and running in-service trainings for our lifeguards. She’s combined classroom teachings with physical conditioning and the lifeguards seem to be enjoying it a lot. Staff have also, as a group, taken two group exercise classes including Water Fitness and studio based group exercise classes to build conditioning and comradery.

Aquatics Supervisor Mike Gerton has the Barefoot Bay pass sales off to a great start for this season. Pass sales started November 14 and thus far we have sold 263 Barefoot Bay passes and 30 combo passes for revenue of \$18,335. This is above last year when we sold 193 Barefoot Bay passes, 28 combo passes and 3 beach passes for revenue of \$13,590. The attached graph illustrates the past 5 years for comparison. Supervisor Gerton worked with our Marketing team to explore a new way to promote the Bay to the surrounding communities and have set up commercials through Comcast for June and July. The commercials will play on channels such as Nickelodeon, TLC, and HGTV. Additionally, a Groupon deal will be released in April.

At this point, we are 60% hired for the summer outdoor aquatics season with 80 staff returning and 25 newly hired. Supervisor Gerton and several other supervisors attended a March 12 job fair at Mundelein High School that resulted in several new hires with a few more expected. As mentioned in previous Board reports, Supervisor Gerton introduced the District to a new time saving software program called Workbright. This has led to a considerable amount of time savings for the outdoor pool hiring process and reduced staff time trying to track down missing paperwork. Staff is now working to implement the program District wide. Last, replacement lockers at the Bay have been purchased and delivery is expected in April. This was included in the workplan and capital replacement budget. Staff made the decision to move the lockers inside the locker room which will extend their life and save on costs.

Fitness Center:

Changes to the Mundelein Community Center continue to take place. In February a new sound system was installed providing background noise to the lobby, pool area and fitness floor. Direct TV was connected on all of the new cardio machines. Shades were installed on March 18 in the stretching area and fitness floor. These shades will replace the Mylar shades and reflect the strong sun during the summer months for the south facing windows. Mirrors that were out of place following the redesign were removed from the fitness floor and reinstalled in Studio 2; otherwise known as the old Rec Connect room.

Program classes have taken a little bit of an expected hit with the inclusion of free group exercise classes in the membership structure. Staff have developed and promoted a video highlighting our boot camp class and collected testimonials from those in the class. This video will be spread through social media and advertised through the Libertyville Moms group. The Piloxing organization is sending one of their master trainers on March 23 for a master class for our fitness instructors, as well as certified Piloxing professionals in the area. Following the master class is an 8 hour certification course. Three of the District's group exercise instructors will be completing their certification and teaching new classes on the next group exercise schedule.

Fitness membership is at 1,964 members through the end of February, and over 2,000 through the start of March. We gained 50 members in February and over 323 members since September, when the membership structure changed. Visits to the facility in February are up 1,150 visits from February 2018 for a total of 11,376 visits in the month. Group exercise class participation was at 2,251 visits from February, which is down 75 visits from January, but January was a longer month. February's group exercise participation total was up 950 visits from 2018. Personal training revenue returned to normal with \$4,292 in sales which is on par with last year. January sales were exceptionally high with over \$15,000, so it was expected to see February slide back and encouraging that sales continue to be relatively strong. February's membership promotion was the Share the Love event where members were invited to bring a guest for free during the week of February 11-17. In addition, 95 emails were sent out to members who have birthdays in February inviting them to pick up a complimentary pair of guest passes and bring in a friend, 12 passes were picked up.

Last, registration staff received the annual inclusion in-service from SRACLC in February.

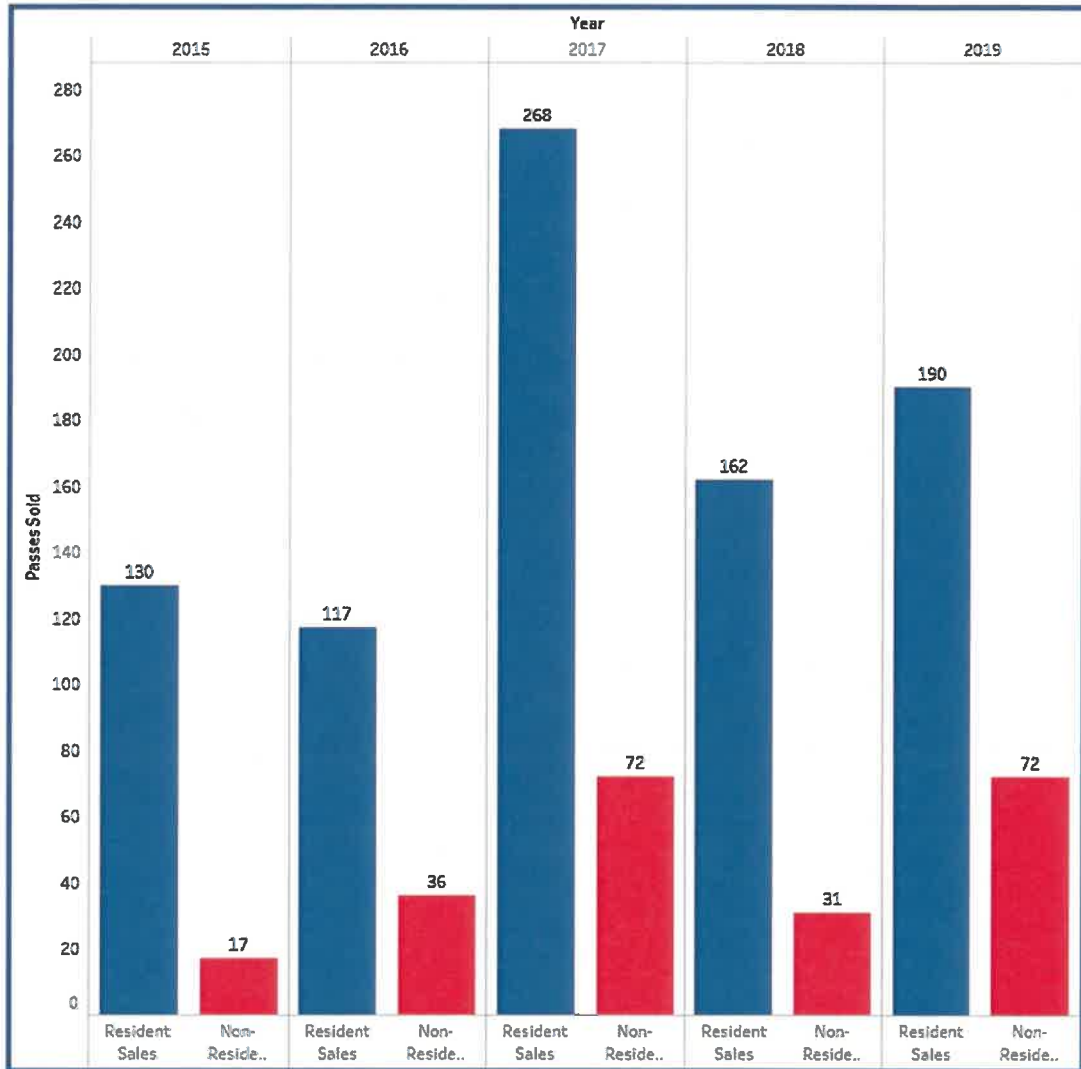
Recreation Advisory Committee

The Recreation Advisory Committee met on February 27 for the first meeting of the year. The agenda covered a discussion on programming at the Regent Center, the introduction of the new District logo, and an update on the renovations at the Community Center. Highlights from each program area were also presented. Additionally, a discussion on fundraising and sponsorship within the community was held. Committee members Ron Greenburg, Carol Krinski and Bruce Ponsaran were in attendance. Absent were Daniel Bucket Juarez and Wendy Cohn. The committee has openings for two more members.

Mundelein Parks Foundation

The Foundation's balance was \$11,819.07 at the close of February. We received deposits of \$21.39 from Amazon Smile and \$88.80 from the donation box. Four scholarships were requested in February with the Foundation covering \$58.50 and summer camp absorbing \$5,268. Depending on the Foundation's balance at the end of the year, a corresponding check will be written to cover the amount absorbed by District programs, primarily summer camp.

Barefoot Bay Passes Through March 12th



	Year				
	2015	2016	2017	2018	2019
Resident Revenue	\$8,425.00	\$6,170.00	\$13,464.00	\$8,800.00	\$9,800.00
Non Resident Revenue	\$1,825.00	\$3,299.00	\$6,753.00	\$2,935.00	\$6,615.00

**Mundelein Parks & Recreation District
Memorandum**

To: Board of Commissioners
From: Debbie McInerney, Superintendent of Business Services and Technology
RE: Board Report – March 2019

Finance

Lauterbach & Amen conducted our audit and everything went well. We have received a draft of the audit and have provided the statistical information requested. The final draft is due back to us on March 21.

Human Resources

Human Resource Manager Sarah Bannon and I completed the payrolls for the periods of 02/17/19 – 03/02/19 for 152 employees, and 03/03/19 – 03/16/19 for 154 employees.

We hired a Customer Service Attendant, additional staff for the Kidz Center, and several seasonal staff members for golf maintenance and Barefoot Bay. Recruiting continues for seasonal staff and an administrative assistant. Sarah participated in a job fair at Mundelein High School.

Our upcoming wellness event is our annual bowling event, to be held on March 21.

IT

Responded to general user tickets. Installed printer drivers for the new copy machine in the mailroom. Prepared and set up eight new computers for Barefoot Bay. Rebalanced the internet connections to help with internet slowness seen at peak traffic times.

Risk Management

The topic for the March safety training is fall protection. The next safety committee meeting is scheduled for March 27, 2019.

Annual updates were completed for Staff Safety Orientation and Volunteer Safety Orientation.

Property Loss Report

None.

Employee Injury/Illness

None.

Risk Management (continued)

Accident/Incident Summary

14 Feb	Park View	Leak in Fitness Studio #1 – possible that overflowed toilet from the second floor not sufficiently secured. Area subsequently sanitized by Building Maintenance Supervisor
13 Feb	RecConnect	Girl, 11, tripped, fell and bumped her head. First-aid.
19 Feb	Park View	Adult, Female, feeling faint and nauseous after spin class. First-aid.
21 Feb	Park View	Adult, Female, walking across fitness floor and tripped. First-aid.
21 Feb	Park View	Girl, 2, running in parking lot and scraped knee. First-aid.
25 Feb	Park View	Adult Male, moving from the track to the bench when he felt lightheaded, lost his footing and scraped his face. First-aid.
1 Mar	RecConnect	Girl, 10, ball kicked into the back of her leg. First-aid.
4 Mar	RecConnect	Boy, 6, picked up by another child and fell forward and bumped his head. First-aid.
8 Mar	Park View	Child, 5, fell while exiting car in the parking lot. Bruising left side of face. No first-aid required.