



**AGENDA**  
**REGULAR MEETING OF THE OAK BROOK PARK DISTRICT**  
**BOARD OF COMMISSIONERS**  
**January 20, 2020 – 6:30 p.m.**  
**Canterberry Room**

1. CALL TO ORDER THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS AND ROLL CALL
2. OPEN FORUM
3. CONSENT AGENDA
  - a. APPROVAL OF JANUARY 20, 2020 AGENDA
  - b. APPROVAL OF MINUTES
    - i. December 16, 2019 Regular Meeting Minutes
  - c. APPROVAL OF FINANCIAL STATEMENT ENDING DECEMBER 31, 2019
    - i. Approval of Warrant No. 631
4. COMMUNICATIONS/PROCLAMATIONS
  - a. Board of Commissioners to share communications
5. STAFF RECOGNITION
  - a. Brian DeWolf, Recreation Manager - Athletics
6. REPORTS:
  - a. Administrative, IT, and Marketing Report
  - b. Finance & Human Resources Report
  - c. Recreation & Facilities Report
  - d. Parks & Planning Report
7. UNFINISHED BUSINESS
  - a. Resolution 19-1217: A Resolution Approving an Intergovernmental Agreement for Sports Core Management Services Between the Village of Oak Brook and the Oak Brook Park District
  - b. Central Park North Equipment Bid
  - c. Ordinance No: 20-0120: An Ordinance Authorizing and Providing for an Installment Agreement, the Issuance of an Aggregate \$450,000 Debt Certificates, Series 2020, by and for the Oak Brook Park District, DuPage and Cook Counties, Illinois
  - d. Ordinance No: 20-0121: An Ordinance Approving Financing for the Purchase and Installation of LED Ballfield Lighting at Specified Central Park Ballfields





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8. **NEW BUSINESS**

- a. Ordinance 20-0217: An Ordinance Transferring Funds To and From Several Park District Funds
- b. Ordinance No.20-0218: An Ordinance Authorizing the Destruction of the Verbatim Record of Certain Closed Meetings
- c. Market Based Salary Range Adjustment
- d. Park Technician and Park Specialist for 2020-2021 fiscal year
- e. Resolution 20-0220: A Resolution Amending the Agreement Between the Oak Brook Park District and Classic Landscape, Ltd. for Turf Grass Mowing
- f. Ordinance 20-0122: An Ordinance Amending the Oak Brook Park District Sexual Harassment Policy in Compliance with the Workplace Transparency Act PA 101-0221 (Requires Waiving the Board's Rules to approve at this Meeting.)
- g. Board of Commissioners Position Descriptions
- h. Agreement with Lauterbach & Amen, LLP, Certified Public Accountants, to provide auditing services to the Oak Brook Park District for the fiscal years ended April 30, 2020, April 30, 2021 and April 30, 2022

9. **CLOSED SESSION** - For the purpose of discussing and approving Closed Meeting Minutes pursuant to 5 ILCS 120/2(c)(21) and for the Semi-Annual Review of Closed Meeting Minutes pursuant to 5 ILCS 120/2(c)(21) and 5 ILCS 120/2.06(d).

10. **CLOSED SESSION**

- a. Discussion and Approval of Closed Special Meeting Minutes, July 15, 2019
- b. Semi-Annual Review of Closed Meeting Minutes for Release
  - i. Resolution 20-0219: A Resolution Regarding the Review of Minutes for Closed Meetings January 1989 through December 31, 2019

11. **RECONVENE TO OPEN SESSION**

12. **THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON FEBRUARY 17, 2020**

- a. A Special Meeting of the Oak Brook Board of Park Commissioners will be held 5 minutes after the adjournment of the February 17, 2020 Regular Meeting for the purpose of discussing the Fiscal Year 2020 – 2021 Budget of the Oak Brook Park District.

13. **ADJOURNMENT**





**AGENDA**  
**REGULAR MEETING OF THE OAK BROOK PARK DISTRICT**  
**BOARD OF COMMISSIONERS**  
**January 20, 2020 – 6:30 p.m.**  
**Canterberry Room**

1. CALL TO ORDER THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS AND ROLL CALL *[Call to Order the Regular Meeting of the Oak Brook Park District Board of Commissioners and ask the Recording Secretary to conduct the Roll Call.]*
2. OPEN FORUM *[Ask whether there are any public comments under “Open Forum.” If necessary, the President may advise speakers to observe the rules set forth in Section 1.1VII B of the Rules of the Board of Park Commissioners.]*
3. CONSENT AGENDA *[Request a motion (and second) to approve taking a Single Omnibus Vote on the Consent Agenda, as Presented. **Roll Call Vote—VOTE MUST BE UNANIMOUS.***

*Then ask for a motion (and second) to approve the Consent Agenda, as presented. **Roll Call Vote...***

- a. APPROVAL OF JANUARY 20, 2020 AGENDA
  - b. APPROVAL OF MINUTES
    - i. December 16, 2019 Regular Meeting Minutes
  - c. APPROVAL OF FINANCIAL STATEMENT ENDING DECEMBER 31, 2019
    - i. Approval of Warrant No. 631
4. COMMUNICATIONS/PROCLAMATIONS *[For Review and Discussion Only]*
    - a. Board of Commissioners to share communications
  5. STAFF RECOGNITION *[Introduce Brian DeWolf, Recreation Manager – Athletics]*
    - a. Brian DeWolf, Recreation Manager - Athletics
  6. REPORTS: *[For Review and Discussion Only]*
    - a. Administrative, IT, and Marketing Report
    - b. Finance & Human Resources Report
    - c. Recreation & Facilities Report
    - d. Parks & Planning Report





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**BOARD OF COMMISSIONERS**  
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7. **UNFINISHED BUSINESS**

- a. Resolution 19-1217: A Resolution Approving an Intergovernmental Agreement for Sports Core Management Services Between the Village of Oak Brook and the Oak Brook Park District *[Request a Motion and a Second to approve Resolution 19-1217: A Resolution Approving an Intergovernmental Agreement for Sports Core Management Services Between the Village of Oak Brook and the Oak Brook Park District. **Roll Call Vote...**]*
- b. Central Park North Equipment Bid *[Request a Motion and a Second to Approve the Bid from Keeper Goals in the Amount not-to-exceed \$40,106 for the purchase of Soccer and Lacrosse Goals as Specified. **Roll Call Vote...**]*
- c. Ordinance No: 20-0120: An Ordinance Authorizing and Providing for an Installment Agreement, the Issuance of an Aggregate \$450,000 Debt Certificates, Series 2020, by and for the Oak Brook Park District, DuPage and Cook Counties, Illinois *[Request a Motion and a Second to Approve Ordinance No: 20-0120: An Ordinance Authorizing and Providing for an Installment Agreement, the Issuance of an Aggregate \$450,000 Debt Certificates, Series 2020, by and for the Oak Brook Park District, DuPage and Cook Counties, Illinois. **Roll Call Vote...**]*
- d. Ordinance No: 20-0121: An Ordinance Approving Financing for the Purchase and Installation of LED Ballfield Lighting at Specified Central Park Ballfields. *[Request a Motion and a Second to Approve Ordinance No., 20-0121: An Ordinance Approving Financing for the Purchase and Installation of LED Ballfield Lighting at Specified Central Park Ballfields. **Roll Call Vote...**]*





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8. **NEW BUSINESS**

- a. Ordinance 20-0217: An Ordinance Transferring Funds To and From Several Park District Funds *[For Review and Discussion Only.]*
- b. Ordinance No.20-0218: An Ordinance Authorizing the Destruction of the Verbatim Record of Certain Closed Meetings *[For Review and Discussion Only.]*
- c. Market Based Salary Range Adjustment *[For Review and Discussion Only.]*
- d. Park Technician and Park Specialist for 2020-2021 fiscal year *[For Review and Discussion Only.]*
- e. Resolution 20-0220: A Resolution Amending the Agreement Between the Oak Brook Park District and Classic Landscape, Ltd. for Turf Grass Mowing *[For Review and Discussion Only.]*
- f. Ordinance 20-0122: An Ordinance Amending the Oak Brook Park District Sexual Harassment Policy in Compliance with the Workplace Transparency Act, PA 101-0221 (Requires Waiving the Board's Rules to approve at this Meeting.) *[Request a Motion and a Second to Waive the Board's Rules to Approve at this Meeting, Ordinance 20-0122: An Ordinance Amending the Oak Brook Park District Sexual Harassment Policy in Compliance with the Workplace Transparency Act, PA 101-0221. Roll Call Vote...*

*[Then request a Motion and a Second to Approve Ordinance 20-0122: An Ordinance Amending the Oak Brook Park District Sexual Harassment Policy in Compliance with the Workplace Transparency Act, PA 101-0221. Roll Call Vote...]*

- g. Board of Commissioners Position Descriptions *[For Review and Discussion Only.]*
  - h. Agreement with Lauterbach & Amen, LLP, Certified Public Accountants, to provide auditing services to the Oak Brook Park District for the fiscal years ended April 30, 2020, April 30, 2021 and April 30, 2022 *[For Review and Discussion Only.]*
9. **ADJOURN TO THE CLOSED SESSION** - For the purpose of discussing and approving Closed Meeting Minutes pursuant to 5 ILCS 120/2(c)(21) and for the Semi-Annual Review of Closed Meeting Minutes pursuant to and 5 ILCS 120/2.06(d). *[Request a motion and second to adjourn the Open Session of the Regular Board Meeting and convene to the Closed Session for the purpose of discussing and approving Closed Meeting Minutes pursuant to 5 ILCS 120/2(c)(21) and for the Semi-Annual Review of Closed Meeting Minutes pursuant to 5 ILCS 120/2.06(d) of the Open Meetings Act. Roll Call Vote...]*





**AGENDA**  
**REGULAR MEETING OF THE OAK BROOK PARK DISTRICT**  
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10. CLOSED SESSION

- a. Discussion and Approval of Closed Special Meeting Minutes, July 15, 2019
- b. Semi-Annual Review of Closed Meeting Minutes for Release
  - i. Resolution 20-0219: A Resolution Regarding the Review of Minutes for Closed Meetings January 1989 through December 31, 2019

11. RECONVENE TO OPEN SESSION *[Request a motion and a second to adjourn the Closed Session and reconvene the Open Session of the January 20, 2020 Regular Meeting. **Roll Call Vote.**]*

12. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON FEBRUARY 17, 2020

- a. A Special Meeting of the Oak Brook Board of Park Commissioners will be held 5 minutes after the adjournment of the February 17, 2020 Regular Meeting for the purpose of discussing the Fiscal Year 2020 – 2021 Budget of the Oak Brook Park District.  
*[Announce the next Regular Board Meeting of the Oak Brook Park District Board of Commissioners will be held on February 17, 2020 at 6:30 p.m. A Special Meeting of the Oak Brook Park District Board of Park Commissioners will be held 5 minutes after the adjournment of the February 17, 2020 Regular Meeting for the purpose of discussing the Fiscal Year 2020 – 2021 Budget of the Oak Brook Park District.]*

13. ADJOURNMENT *[Request for a Motion and a second to adjourn the January 20, 2020 Board Meeting. **Voice Vote: "All in favor..."**]*



**MINUTES OF THE  
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT  
BOARD OF COMMISSIONERS  
December 16, 2019 – 6:30 p.m.  
Canterberry Room**

1. PUBLIC HEARING – TRUTH IN TAXATION ACT - For the Levying of Taxes and Assessing of Taxes for Fiscal Year 2020-2021 of the Oak Brook Park District, DuPage and Cook Counties, Illinois

(Notice of the Public Hearing was Published on December 5, 2019 in the Daily Herald Newspaper and on the District's Website.)

a. Call to Order the Public Hearing

President Knitter called the Public Hearing of the Oak Brook Park District to order at 6:30 p.m. Commissioners Suleiman, Truedson, and President Knitter answered, "present". Commissioners Tan and Trombetta were absent. Also present were Laure Kosey, Executive Director, Marco Salinas, Chief Financial Officer, Dave Thommes, Deputy Director, and Bob Johnson, Director of Parks and Planning.

President Knitter read a summary of the tax levy and asked the Board if they had any questions or comments.

There were no questions or comments.

b. Open Forum for the Receipt of Public Comments and Questions Regarding the Levying of Taxes and Assessing of Taxes for Fiscal Year 2020-2021 of the Oak Brook Park District, DuPage and Cook Counties, Illinois.

President Knitter invited the audience to present their comments or questions concerning the Tax Levy Ordinance.

No one addressed the Board.

c. Adjournment of Public Hearing

Commissioner Truedson made a motion, seconded by Commissioner Suleiman, to adjourn from the open hearing at 6:31p.m.

There was no discussion and the motion passed by voice vote. 631

2. CALL TO ORDER THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS AND ROLL CALL

President Knitter called the Regular Meeting of the Oak Brook Park District to order at 6:31 p.m. Commissioners Suleiman, Truedson, and President Knitter answered, "present". Commissioners Tan and Trombetta were absent. Also present were Laure Kosey, Executive Director, Marco Salinas, Chief Financial Officer, Dave Thommes, Deputy Director, and Bob Johnson, Director of Parks and Planning.

3. OPEN FORUM

President Knitter asked if there was anyone in the audience who wished to address the Board.

No one addressed the Board.

#### 4. CONSENT AGENDA

Motion: Commissioner Truedson made a motion, seconded by Commissioner Suleiman, to approve taking a single omnibus vote on the Consent Agenda, as presented.

Commissioner Truedson requested the November 18, 2019, regular meeting minutes be pulled from the consent agenda for discussion.

There was no further discussion, and the motion pass by roll call vote.

Ayes: Commissioners Suleiman, Truedson, and President Knitter.

Nays: None

Absent: Commissioners Tan and Trombetta

Motion: Commissioner Truedson made a motion, seconded by Commissioner Suleiman, to amend the November 18, 2019 regular meeting minutes.

Commissioner Truedson noted an error in the heading of the minutes.

Commissioner Truedson said on page 6, the discussion regarding foot lamberts needs to be amended to state that foot lamberts is not used to measure sports lighting and that the lighting industry relies on the foot candle method.

There was no further discussion, and the motion pass by roll call vote.

Ayes: Commissioners Suleiman, Truedson, and President Knitter.

Nays: None

Absent: Commissioners Tan and Trombetta

- a. APPROVAL OF DECEMBER 16, 2019 AGENDA
- b. APPROVAL OF MINUTES
  - i. November 18, 2019 Regular Meeting Minutes
- c. APPROVAL OF FINANCIAL STATEMENT ENDING NOVEMBER 30, 2019
  - i. Approval of Warrant No. 630

#### 5. COMMUNICATIONS/PROCLAMATIONS

- a. Board of Commissioners to share communications none

There were no communications.

- b. Presentation of the Tennis Center Business Plan

Alin Pop presented the Tennis Center Business Plan to the Board and all materials provided can be found in the Park District records.

Mr. Pop said it has been a very good year at the Tennis Center and his focus is on doing the same next year.

President Knitter asked Mr. Pop if there are any changes he would like to make at the Tennis Center.



Mr. Pop said all changes he would like to see happen are included in the capital projects plan.

The Board thanked Mr. Pop for this presentation and congratulated him on his success at the Tennis Center.

6. STAFF RECOGNITION

- a. None

7. REPORTS:

- a. Administrative, IT, and Marketing Report

Laura Kosey presented her report, which can be found in the Park District records.

Ms. Kosey said the Master Vision is up for approval tonight and that Commissioner Suleiman provided some great revisions to the Plan. She said the Master Plan will guide the Park District over the next ten years. and once approved, it will be available for viewing on the Park District website.

There were no questions or comments regarding Ms. Kosey's report.

- b. Finance & Human Resources Report

Marco Salinas presented his report, which can be found in the Park District records.

Mr. Salinas said all Park District funds continue to have a surplus and that the Park District is benefiting from an increase in property taxes as well as revenue from program and membership fees. He also said that expenditures are overall in line with the budget.

Mr. Salinas said his department is currently working on funding for the field lighting projects and the budget process.

Mr. Salinas updated the Board with the policy work currently underway concerning cannabis as it relates to Park District employees.

Commissioner Truedson asked if we are getting any direction from IAPD for the cannabis policy. Ms. Kosey said PDRMA is directing us on the policy. She said we are currently a no smoking environment, and the update will amend this policy to include no cannabis or vaping. It will also address employee drug testing.

President Knitter asked how we will handle edible cannabis. Ms. Kosey said it will be handled the same as alcohol.

There were no further questions or comments regarding Mr. Salinas's report.

- c. Recreation & Facilities Report

Dave Thommes presented his report, which can be found in the Park District records.

Mr. Thommes said his department is very busy with both the gym and pool activities. He said the Holiday Express will be held this Thursday and is maxed out at 225 participants.

Mr. Thommes said the new Recreation Center Manager for athletics started today and will be introduced to the Board at next month's meeting.

Regarding the recent Napoleon Dynamite event and its lack of participants, Ms. Suleiman encouraged Mr. Thommes to continue to try to attract older children to the Park District.

There were no questions or comments regarding Mr. Thommes's report.

d. Parks & Planning Report

Bob Johnson presented his report, which can be found in the Park District records.

Mr. Johnson said his staff is now in full winter work mode. He said the ice rink is set up and will open once we have consistently cold weather.

There were no questions or comments regarding Mr. Johnson's report.

8. UNFINISHED BUSINESS

a. Ordinance No 19-1216: An Ordinance Levying Taxes and Assessing Taxes for the Fiscal Year 2020-2021 of the Oak Brook Park District of DuPage and Cook Counties, Illinois.

Motion: Commissioner Truedson made a motion, seconded by Commissioner Suleiman, to approve Ordinance No 19-1216: An Ordinance levying taxes and assessing taxes for the Fiscal Year 2020-2021 of the Oak Brook Park District of DuPage and Cook Counties, Illinois.

There was no discussion and the motion passed by roll call vote.

Ayes: Commissioners Suleiman, Truedson, and President Knitter.

Nays: None

Absent: Commissioners Tan and Trombetta

b. Records Management and Disposal

i. Application for Authority to Dispose of Local Records No. 15:098: Records Disposal Certificate for March 23, 2020

Motion: Commissioner Truedson made a motion, seconded by Commissioner Suleiman, to approve the records management and disposal application for the authority to dispose of local records no. 15:098: records disposal certificate for March 23, 2020.

There was no discussion and the motion passed by roll call vote.

Ayes: Commissioners Suleiman, Truedson, and President Knitter.

Nays: None

Absent: Commissioners Tan and Trombetta

c. Resolution 19-1217: A Resolution Approving an Intergovernmental Agreement for Pool Management Services or Pool, Tennis, and Athletic Field Management Services Between the Village of Oak Brook and the Oak Brook Park District

This matter was presented for review and discussion only.

Ms. Kosey said the Village has approached the Park District about managing the eight clay tennis courts and 5-7 soccer fields at the Sports Core. She said the proposal has the Park District leasing the facilities for \$1.00 and keeping 75% of the proceeds with the remaining 25% allocated for capital projects at the Sports Core facilities.

President Knitter directed Ms. Kosey to speak directly to the company that performed the work on the pool to discuss the terms of the 25-year warranty they provided.

Commissioner Suleiman said the Park District should perform their own inspection.

Commissioner Truedson wants a special clause added regarding the pool which states that if it implodes, we are not responsible.

Ms. Kosey said if the pool implodes, we will close it down and get out of the agreement.

President Knitter said she is very leery of this agreement. She said managing these facilities will take much more management time than you think. She said the Village has wanted to get rid of the Sports Core for many years. She said she understands there is an upside to taking this on, but there is also real risk. President Knitter also had concerns about the cost of upkeep of the facilities and noted that we are very limited with what we can do with memberships.

President Knitter said since only three members of the Board are present tonight, she recommended that further discussion be tabled until next month's meeting.

Ms. Kosey said the Village will vote on this at their January 14<sup>th</sup> meeting and she hopes that they will have a draft agreement for us to review by our next meeting on January 20, 2020.

Ms. Kosey said the Village Manager is confident that there are at least four trustees on Board for this agreement, if not more.

Commissioner Suleiman said she has been asking some B&T members for feedback on the facilities and said responses have been mixed. She said she received several complaints about the facilities, particularly the locker rooms.

Ms. Kosey said she would recommend a one-year agreement but to treat it as a 3-year agreement because she does not want to offer short-term programming.

There was discussion about the poor condition of the locker rooms at the B&T and substantial cost to renovate them. She said the outdated locker rooms will make it difficult to attract new memberships. It was noted that the Park District would not be responsible for the B&T building.

Ms. Kosey said the Village will continue to provide cleaning services and concessions staffing. The administration building and the golf course would still be managed by the Village.

After a lengthy discussion, Ms. Kosey summarized that she will vet the pool warranty and seek a one-year term for the agreement. She will also request that language be added to the agreement that states that the Park District will not be responsible for the pool if it implodes.

d. Family Recreation Center RTU Replacement Bid

Motion: Commissioner Truedson made a motion, seconded by Commissioner Suleiman, to accept the base bid in the amount of \$117,6000 and the alternate bid in the amount of \$5,200 from Oak Brook Mechanical Services, Inc. and to approve an agreement between the Oak Brook Park District and Oak Brook Mechanical Services, Inc. for a total not-to-exceed cost of \$122,800.

There was no discussion and the motion passed by roll call vote.

Ayes: Commissioners Suleiman, Truedson, and President Knitter.

Nays: None

Absent: Commissioners Tan and Trombetta

e. Central Park West Rental Fees

Motion: Commissioner Truedson made a motion, seconded by Commissioner Suleiman, approve the Central Park West rental fees as presented.

There was no discussion and the motion passed by roll call vote.

Ayes: Commissioners Suleiman, Truedson, and President Knitter.

Nays: None

Absent: Commissioners Tan and Trombetta

f. Purchase of Sports Lighting Through the Interlocal Purchasing System (TIPS) Cooperative Purchasing Group

Motion: Commissioner Truedson made a motion, seconded by Commissioner Suleiman, to approve the Purchase of Sports Lighting through the Interlocal Purchasing Cooperative for a total cost not-to-exceed \$950,000.

Ms. Kosey said this purchase will be for the new LED lighting at the Central Park North Fields, the Synthetic Turf Field, Ballfields 2 and 3, and for two additional light poles at Field 4 for future multipurpose use. Ms. Kosey noted that the timeline for these lighting projects has been sped up to appease all parties involved.

She said the total cost for the lighting will have \$500,000 coming from a 2% loan with the Village for a 5-year term, and a \$450,000 loan via Wintrust at 2.54%.

Mr. Johnson noted that the new lighting will be much more energy efficient.

There was no further discussion and the motion passed by roll call vote.

Ayes: Commissioners Suleiman, Truedson, and President Knitter.

Nays: None

Absent: Commissioners Tan and Trombetta

g. Purchase of Dump Truck through Suburban Purchasing Cooperative

Motion: Commissioner Truedson made a motion, seconded by Commissioner Suleiman, to approve the Purchase of a 2020 Ford F-450 Dump Truck as specified through the Suburban Purchasing Cooperative for a total cost of \$50,958.

There was no discussion and the motion passed by roll call vote.

Ayes: Commissioners Suleiman, Truedson, and President Knitter.

Nays: None

Absent: Commissioners Tan and Trombetta

h. Central Park North Parking Lot Lease

Motion: Commissioner Truedson made a motion, seconded by Commissioner Suleiman, to approve the Intergovernmental Lease of Surface Parking Lot for the Central Park North Parking Lot Lease.

There was no discussion and the motion passed by roll call vote.

Ayes: Commissioners Suleiman, Truedson, and President Knitter.

Nays: None

Absent: Commissioners Tan and Trombetta

i. 2020 Board Meeting Dates

Motion: Commissioner Truedson made a motion, seconded by Commissioner Suleiman, to approve the 2020 board meeting dates.

There was no discussion and the motion passed by roll call vote.

Ayes: Commissioners Suleiman, Truedson, and President Knitter.

Nays: None

Absent: Commissioners Tan and Trombetta

j. Oak Brook Park District Master Vision

Motion: Commissioner Truedson made a motion, seconded by Commissioner Suleiman, to approve the Oak Brook Park District Master Vision 2020 – 2030.

There was no discussion and the motion passed by roll call vote.

Ayes: Commissioners Suleiman, Truedson, and President Knitter.

Nays: None

Absent: Commissioners Tan and Trombetta

k. Central Park West Door & Window Bid

Motion: Commissioner Truedson made a motion, seconded by Commissioner Suleiman, to reject all base and alternate bids received for Central Park West Door & Window Bid.

Mr. Thommes said the bids came in way too high, so he will tighten up the bid specs and re-bid. He said he hopes to have the project completed this spring or summer.

There was no discussion and the motion passed by roll call vote.

Ayes: Commissioners Suleiman, Truedson, and President Knitter.

Nays: None

Absent: Commissioners Tan and Trombetta

I. Central Park West Mechanical Renovation Bid

Motion: Commissioner Truedson made a motion, seconded by Commissioner Suleiman, to accept the bid from MG Mechanical Contracting, Inc. for the Central Park West Mechanical Renovation Project and to approve an agreement between the Oak Brook Park District and MG Mechanical Contracting, Inc. for a not to exceed cost of \$128,000.

There was no discussion and the motion passed by roll call vote.

Ayes: Commissioners Suleiman, Truedson, and President Knitter.

Nays: None

Absent: Commissioners Tan and Trombetta

9. NEW BUSINESS

a. Central Park North Equipment Bid

This matter was presented for review and discussion only.

Mr. Johnson said this concerns the soccer goals and related equipment for the Central Park North fields.

b. Central Park North Concessions, Restrooms, and Concessions Building

This matter was presented for review and discussion only.

Ms. Kosey said this project will only be completed now if we are awarded the sports tourism grant, but in the interim, preliminary work must be performed.

Commissioner Suleiman said she would like to see the current proposed layout revised.

c. A Financing Commitment from Hinsdale Bank & Trust Company in the Amount of \$450,000 (\*\*\*)Requires Waiving the Board Rules to Approve at this Meeting.)

Motion: Commissioner Truedson made a motion, seconded by Commissioner Suleiman, to waive the Board Rules to approve at this meeting: A Financing Commitment from Hinsdale Bank & Trust Company in the amount of \$450,000.

There was no discussion and the motion passed by roll call vote.

Ayes: Commissioners Suleiman, Truedson, and President Knitter.

Nays: None

Absent: Commissioners Tan and Trombetta

Motion: Commissioner Truedson made a motion, seconded by Commissioner Suleiman, to approve: A financing commitment from Hinsdale Bank & Trust Company in the amount of \$450,000.

There was no discussion and the motion passed by roll call vote.

Ayes: Commissioners Suleiman, Truedson, and President Knitter.

Nays: None

Absent: Commissioners Tan and Trombetta

- d. Ordinance No: 20-0120: An Ordinance Authorizing and Providing for the Issuance of an Aggregate \$450,000 Debt Certificates, Series 2019, by and for the Oak Brook Park District, DuPage and Cook Counties, Illinois

This matter was presented for review and discussion only.

Mr. Salinas reviewed the ordinance details with the Board and said he will now reach out to bond counsel to draft the debt certificate which will be presented to the Board at the January meeting.

- e. Ordinance No: 20-0121: An Ordinance Approving Financing for the Purchase and Installation of LED Athletic Field Lighting at Specified Central Park Athletic Fields

Mr. Salinas reviewed the ordinance with the Board and said he is working with the Village regarding this loan and will present it to the Board at the January meeting.

This matter was presented for review and discussion only.

10. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON JANUARY 20, 2020

President Knitter announced the next Regular Meeting of The Oak Brook Park District Board of Park Commissioners will be held on January 20, 2020, 6:30 P.M.

11. ADJOURNMENT

Motion: Commissioner Truedson made a motion, seconded by Commissioner Suleiman, to adjourn the December 16, 2019, regular meeting at the hour of 7:14 p.m.

There was no discussion, and the motion pass by voice vote.

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Laure L. Kosey, Executive Director

**Oak Brook Park District**  
**General Fund Revenue and Expenditure Summary - Unaudited**  
**Fiscal Year-to-Date Activity through December 31, 2019 and 2018**  
*66.67% completed (8 out of 12 months)*

	Fiscal Year 2019/2020- Highlighted items reflect more than 8.33% variance						Highlighted items reflect more than 10% change		
	Original Annual Budget	December 2019 Actual	Year-To-Date Actual	Year-To-Date Encumbered	Year-To-Date Actual + Encumbered	Y-T-D Actual, as a % of Original Annual Budget	Fiscal Year 2018/2019 Year-To-Date Actual	2019/2020 Y-T-D Actual Higher/ (Lower) than 2018/2019 Y-T-D	Percent Change
<b>REVENUES</b>									
Administration	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	N/A
Finance									
Property Taxes	1,511,116	13,354	1,497,519	-	1,497,519	99.1%	1,378,658	118,861	8.6%
Personal Prop. Repl. Taxes	86,504	4,388	73,519	-	73,519	85.0%	51,008	22,511	44.1%
Investment Income	12,500	974	7,673	-	7,673	61.4%	7,757	(84)	-1.1%
Other	21,500	2,715	13,085	-	13,085	60.9%	13,362	(277)	-2.1%
Central Park North	16,000	(1,647)	25,734	-	25,734	160.8%	-	25,734	N/A
Central Park	115,450	4,391	133,818	-	133,818	115.9%	90,869	42,949	47.3%
Dean Property	-	-	-	-	-	N/A	-	-	N/A
Building-Recreation Center	946,320	36,947	519,238	-	519,238	54.9%	525,692	(6,454)	-1.2%
Central Park West	85,000	2,853	44,410	-	44,410	52.2%	58,525	(14,115)	-24.1%
<b>TOTAL REVENUES</b>	<b>\$ 2,794,390</b>	<b>\$ 63,975</b>	<b>\$ 2,314,997</b>	<b>\$ -</b>	<b>\$ 2,314,997</b>	<b>82.8%</b>	<b>\$ 2,125,872</b>	<b>\$ 189,125</b>	<b>8.9%</b>
<b>EXPENDITURES</b>									
Administration	\$ 467,670	\$ 30,824	\$ 282,110	\$ 1,347	\$ 283,457	60.3%	\$ 279,289	\$ 2,821	1.0%
Finance	493,901	31,811	257,170	10,153	267,323	52.1%	260,666	(3,496)	-1.3%
Central Park North	15,800	42	13,913	1,117	770	88.1%	-	13,913	N/A
Central Park	622,485	39,613	409,565	11,199	420,764	65.8%	367,639	41,926	11.4%
Saddlebrook Park	24,500	316	18,315	316	18,631	74.8%	14,602	3,713	25.4%
Forest Glen Park	29,650	1,096	16,606	245	16,851	56.0%	19,438	(2,832)	-14.6%
Chillem Park	8,750	92	4,746	92	4,838	54.2%	4,645	101	2.2%
Dean Property	15,212	166	7,145	133	7,277	47.0%	4,358	2,787	64.0%
Professional Services	52,200	1,455	34,851	-	34,851	66.8%	31,344	3,507	11.2%
Contracts- Maint. DNS	26,000	-	17,403	-	17,403	66.9%	5,451	11,952	219.3%
Building-Recreation Center	956,460	60,778	533,175	36,127	569,301	55.7%	544,192	(11,017)	-2.0%
Central Park West	73,667	5,859	34,069	2,738	36,807	46.2%	23,808	10,261	43.1%
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,786,294</b>	<b>\$ 172,051</b>	<b>\$ 1,629,066</b>	<b>\$ 63,466</b>	<b>\$ 1,678,273</b>	<b>58.5%</b>	<b>\$ 1,555,432</b>	<b>\$ 73,634</b>	<b>4.7%</b>
<b>TRANSFERS OUT</b>	<b>\$ 326,575</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.0%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>N/A</b>
<b>TOTAL EXPENDITURES AND TRANSFERS OUT</b>	<b>\$ 3,112,869</b>	<b>\$ 172,051</b>	<b>\$ 1,629,066</b>	<b>\$ 63,466</b>	<b>\$ 1,678,273</b>	<b>52.3%</b>	<b>\$ 1,555,432</b>	<b>\$ 73,634</b>	<b>4.7%</b>
<b>REVENUES OVER (UNDER) EXPENDITURES AND TRANSFERS OUT</b>	<b>\$ (318,479)</b>	<b>\$ (108,076)</b>	<b>\$ 685,931</b>	<b>\$ (63,466)</b>	<b>\$ 636,724</b>	<b>-215.4%</b>	<b>\$ 570,440</b>	<b>\$ 115,490</b>	<b>20.2%</b>

**Note>** Fiscal year 2019/2020 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing current fiscal year to prior fiscal year, highlighted items reflect a variance of +/-10.00% or greater.



**Oak Brook Park District**  
**Recreation Fund Revenue and Expenditure Summary - Unaudited**  
**Fiscal Year-to-Date Activity through December 31, 2019 and 2018**  
**66.67% completed (8 out of 12 months)**

	Fiscal Year 2019/2020- Highlighted items reflect more than 8.33% variance						Highlighted items reflect more than 10% change		
	Original Annual Budget	December 2019 Actual	Year-To-Date Actual	Encumbered	Year-To-Date Actual + Encumbered	Y-T-D Actual, as a % of Original Annual Budget	Fiscal Year 2018/2019 Year-To-Date Actual	2019/2020 Y-T-D Actual Higher/ (Lower) than 2018/2019 Y-T-D	Percent Change
<b>REVENUES</b>									
<b>Administration</b>									
Property Taxes	\$ 894,120	\$ 7,903	\$ 886,255	\$ -	\$ 886,255	99.1%	\$ 890,498	\$ (4,243)	-0.5%
Personal Prop. Repl. Taxes	27,233	1,381	23,145	-	23,145	85.0%	16,058	7,087	44.1%
Investment Income	17,500	1,026	11,474	-	11,474	65.6%	10,152	1,322	13.0%
Other	2,100	85	1,089	-	1,089	51.9%	30,862	(29,773)	-96.5%
<b>Fitness Center</b>	824,288	65,921	554,018	-	554,018	67.2%	562,250	(8,232)	-1.5%
<b>Aquatic Center</b>	487,200	35,720	327,319	-	327,319	67.2%	330,472	(3,153)	-1.0%
<b>Aquatic Recreation Prog.</b>	573,646	92,630	442,178	-	442,178	77.1%	419,072	23,106	5.5%
<b>Children's Programs</b>	108,469	8,546	96,074	-	96,074	88.6%	91,932	4,142	4.5%
<b>Preschool Programs</b>	275,956	38,293	157,326	-	157,326	57.0%	166,207	(8,881)	-5.3%
<b>Youth Programs</b>	191,733	7,082	213,514	-	213,514	111.4%	178,700	34,814	19.5%
<b>Adult Programs</b>	50,280	6,903	38,979	-	38,979	77.5%	39,910	(931)	-2.3%
<b>Pioneer Programs</b>	73,700	5,729	55,321	-	55,321	75.1%	58,719	(3,398)	-5.8%
<b>Special Events and Trips</b>	97,245	366	92,992	-	92,992	95.6%	86,350	6,642	7.7%
<b>Marketing</b>	49,000	75	78,108	-	78,108	159.4%	24,300	53,808	221.4%
<b>TOTAL REVENUES</b>	<b>\$ 3,672,469</b>	<b>\$ 271,660</b>	<b>\$ 2,977,792</b>	<b>\$ -</b>	<b>\$ 2,977,792</b>	<b>81.1%</b>	<b>\$ 2,905,482</b>	<b>\$ 72,310</b>	<b>2.5%</b>
<b>EXPENDITURES</b>									
<b>Administration</b>	\$ 847,508	\$ 39,932	\$ 443,961	\$ 23,518	\$ 467,480	52.4%	\$ 438,948	\$ 5,014	1.1%
<b>Fitness Center</b>	660,790	41,069	409,150	23,995	433,146	61.9%	394,069	15,082	3.8%
<b>Aquatic Center</b>	807,631	44,730	469,060	43,471	512,531	58.1%	457,798	11,262	2.5%
<b>Aquatic Recreation Prog.</b>	286,016	12,956	158,451	9,869	168,320	55.4%	159,591	(1,141)	-0.7%
<b>Children's Programs</b>	84,865	4,905	46,066	7,815	53,881	54.3%	42,577	3,489	8.2%
<b>Preschool Programs</b>	238,979	11,983	118,449	-	118,449	49.6%	121,269	(2,820)	-2.3%
<b>Youth Programs</b>	141,793	2,278	99,714	-	99,714	70.3%	93,242	6,473	6.9%
<b>Adult Programs</b>	44,389	1,782	22,706	10,192	32,898	51.2%	25,179	(2,474)	-9.8%
<b>Pioneer Programs</b>	71,334	987	37,983	11,211	49,194	53.2%	40,018	(2,034)	-5.1%
<b>Special Events and Trips</b>	81,940	1,864	64,790	1,004	65,794	79.1%	61,401	3,388	5.5%
<b>Marketing</b>	363,335	19,498	182,550	33,277	215,827	50.2%	192,180	(9,630)	-5.0%
<b>Capital Outlay</b>	220,000	2,240	92,662	20,000	112,662	42.1%	283,565	(190,903)	-67.3%
<b>TOTAL EXPENDITURES</b>	<b>\$ 3,848,579</b>	<b>\$ 184,223</b>	<b>\$ 2,145,542</b>	<b>\$ 184,354</b>	<b>\$ 2,329,896</b>	<b>55.7%</b>	<b>\$ 2,309,835</b>	<b>\$ (164,293)</b>	<b>-7.1%</b>
<b>TRANSFERS OUT</b>	\$ 81,011	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	N/A
<b>TOTAL EXPENDITURES AND TRANSFERS OUT</b>	<b>\$ 3,929,590</b>	<b>\$ 184,223</b>	<b>\$ 2,145,542</b>	<b>\$ 184,354</b>	<b>\$ 2,329,896</b>	<b>54.6%</b>	<b>\$ 2,309,835</b>	<b>\$ (164,293)</b>	<b>-7.1%</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>\$ (257,120)</b>	<b>\$ 87,437</b>	<b>\$ 832,251</b>	<b>\$ (184,354)</b>	<b>\$ 647,897</b>	<b>-323.7%</b>	<b>\$ 595,648</b>	<b>\$ 236,603</b>	<b>39.7%</b>

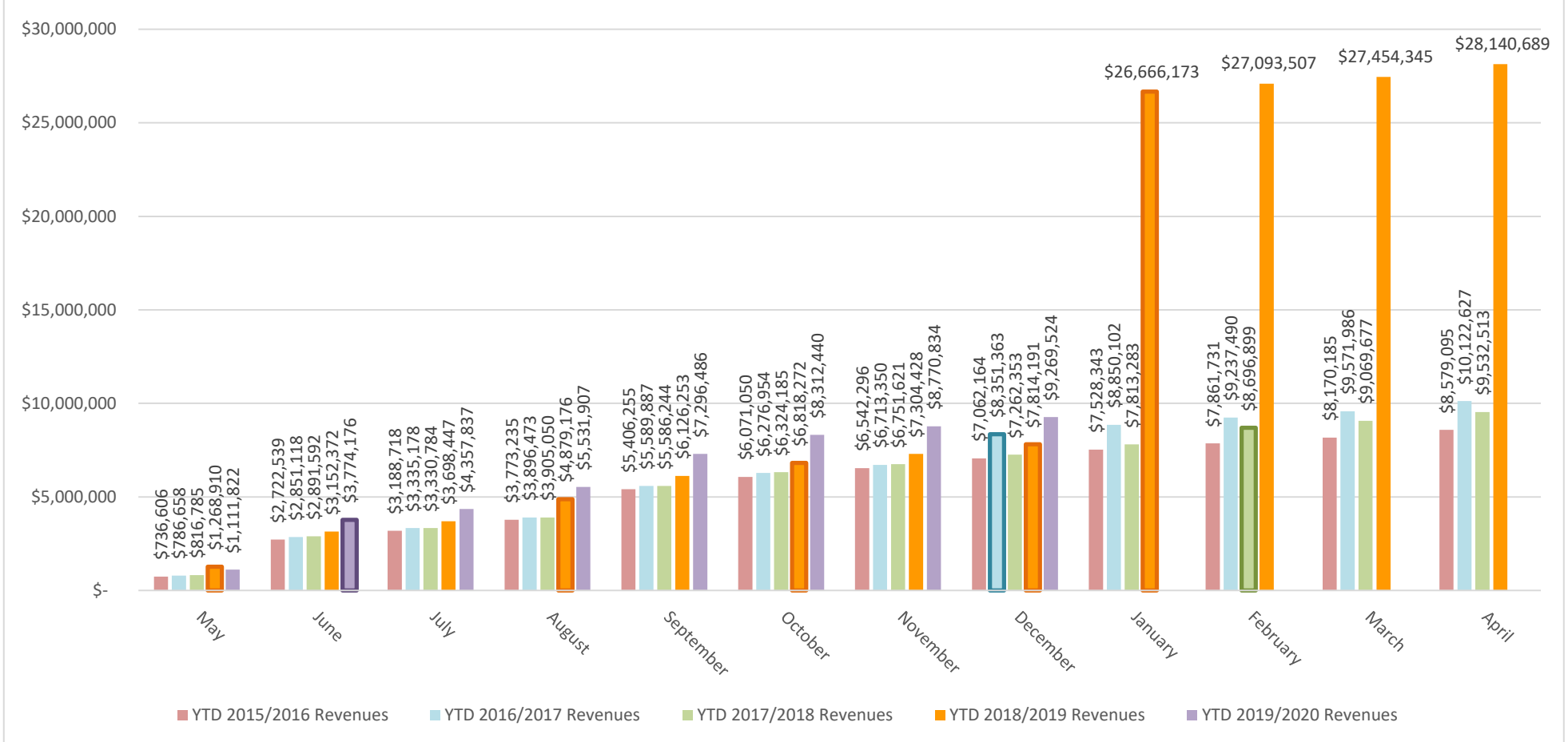
**Note>** Fiscal year 2019/2020 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing current fiscal year to prior fiscal year, highlighted items reflect a variance of +/-10.00% or greater.

**Oak Brook Park District**  
**Tennis Center (Recreational Facilities Fund) Revenue and Expense Summary - Unaudited**  
**Fiscal Year-to-Date Activity through December 31, 2019 and 2018**  
*66.67% completed (8 out of 12 months)*

	Fiscal Year 2019/2020- Highlighted items reflect more than 8.33% variance						Highlighted items reflect more than 10% change		
	Original Annual Budget	December 2019 Actual	Year-To-Date Actual	Encumbered	Year-To-Date Actual + Encumbered	Y-T-D Actual, as a % of Original Annual Budget	Fiscal Year 2018/2019 Year-To-Date Actual	2019/2020 Y-T-D Actual Higher/ (Lower) than 2018/2019 Y-T-D	Percent Change
<b>REVENUES</b>									
Administration	\$ 18,000	\$ 2,270	\$ 16,646	\$ -	\$ 16,646	92.5%	\$ 11,273	\$ 5,373	47.7%
Building- Racquet Club	500	-	479	-	479	95.9%	-	479	N/A
Programs- Racquet Club	1,688,500	135,235	1,505,670	-	1,505,670	89.2%	1,432,027	73,643	5.1%
<b>TOTAL REVENUES</b>	<b>\$ 1,707,000</b>	<b>\$ 137,505</b>	<b>\$ 1,522,795</b>	<b>\$ -</b>	<b>\$ 1,522,795</b>	<b>89.2%</b>	<b>\$ 1,443,300</b>	<b>\$ 79,495</b>	<b>5.5%</b>
<b>EXPENSES</b>									
Administration	\$ 708,843	\$ 74,159	\$ 373,943	\$ 7,186	\$ 381,129	52.8%	\$ 362,488	\$ 11,455	3.2%
Building- Racquet Club	365,010	15,319	160,795	47,566	208,362	44.1%	180,897	(20,101)	-11.1%
Programs- Racquet Club	694,500	47,415	395,009	753	395,763	56.9%	381,655	13,354	3.5%
Capital Outlay	260,000	458	174,465	112,018	286,483	67.1%	142,802	31,664	22.2%
<b>TOTAL EXPENSES</b>	<b>\$ 2,028,353</b>	<b>\$ 137,352</b>	<b>\$ 1,104,214</b>	<b>\$ 167,523</b>	<b>\$ 1,271,737</b>	<b>54.4%</b>	<b>\$ 1,067,842</b>	<b>\$ 36,372</b>	<b>3.4%</b>
<b>REVENUES OVER (UNDER) EXPENSES</b>	<b>\$ (321,353)</b>	<b>\$ 153</b>	<b>\$ 418,582</b>	<b>\$ (167,523)</b>	<b>\$ 251,059</b>	<b>-130.3%</b>	<b>\$ 375,458</b>	<b>\$ 43,124</b>	<b>11.5%</b>

**Note>** Fiscal year 2019/2020 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing current fiscal year to prior fiscal year, highlighted items reflect a variance of +/-10.00% or greater.

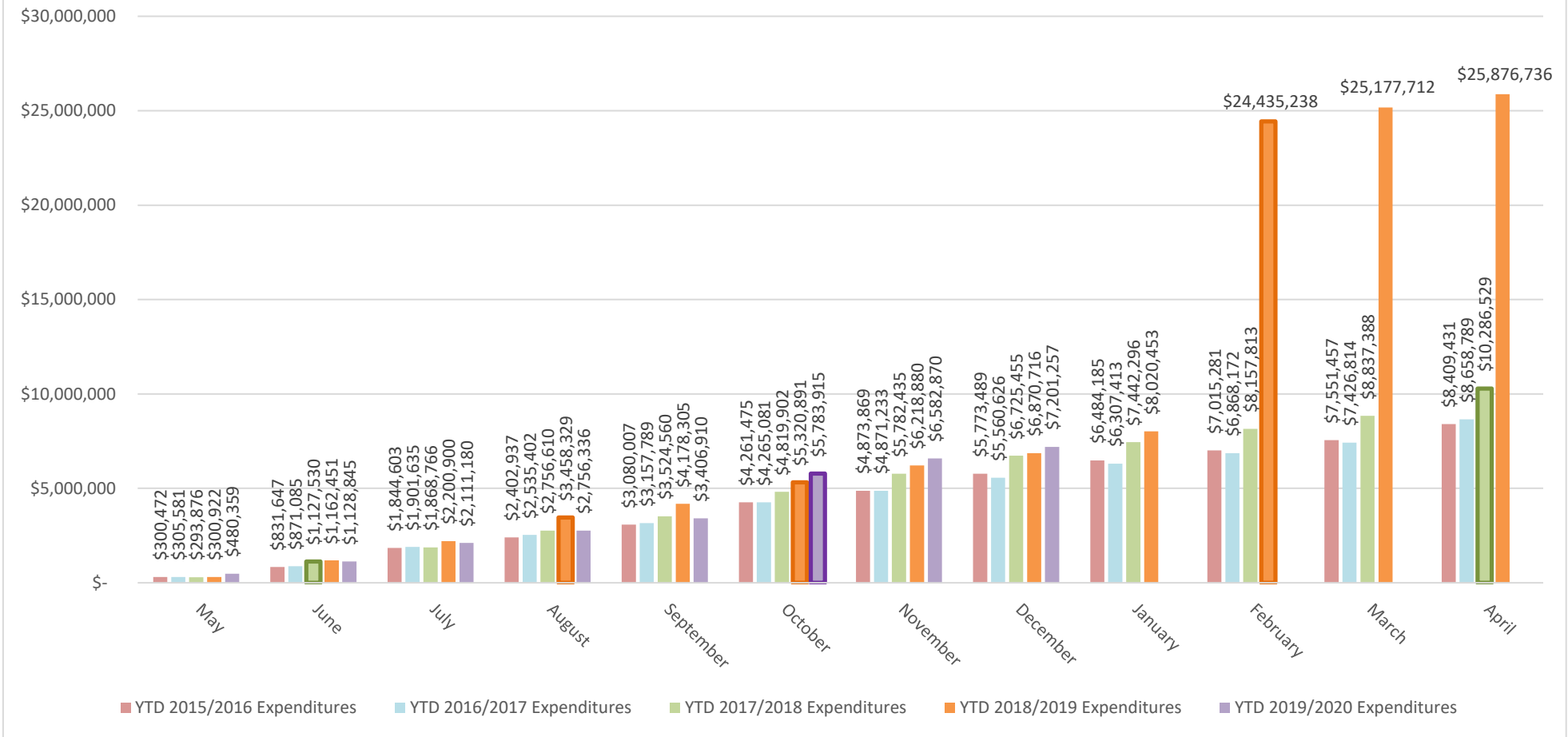
## Oak Brook Park District- Consolidated Year-to-Date Revenues (excluding transfers in)



### NOTES

- 2016/2017:** In December 2016 we recorded \$1,163,610 in bond proceeds in the Capital Projects Fund. This is the primary reason for the large increase in YTD revenues during FY 2016/2017.
- 2017/2018:** In February 2018 we recorded \$500,000 in debt certificate proceeds in the Capital Projects Fund and such proceeds are being used to fund the construction of the universal playground. This is one reason for the large increase in YTD revenues.
- 2018/2019:** Historically, we have received the largest portions of our property taxes in June and September. In FY 2018/2019 we received approximately \$418,000 in property taxes in May and another \$522,000 in August; a month earlier than usual. In addition, this fiscal year is benefitting from approximately \$229,000 in new revenues related to our management of the Village's aquatic center. Tennis group lesson revenue is also significantly higher than prior year. In January 2019 the District received approximately \$18.1 million in bond proceeds to be used for the purchase of 34 acres of land.
- 2019/2020:** The large increase in YTD revenues beginning in June 2019 is attributed to the increase in property tax receipts in our Debt Service Fund for the repayment of our 2019 "referendum" bonds. The 1st payment on these bonds is scheduled for October 30, 2019.

## Oak Brook Park District- Consolidated Year-to-Date Expenditures/Expenses (excluding transfers out)



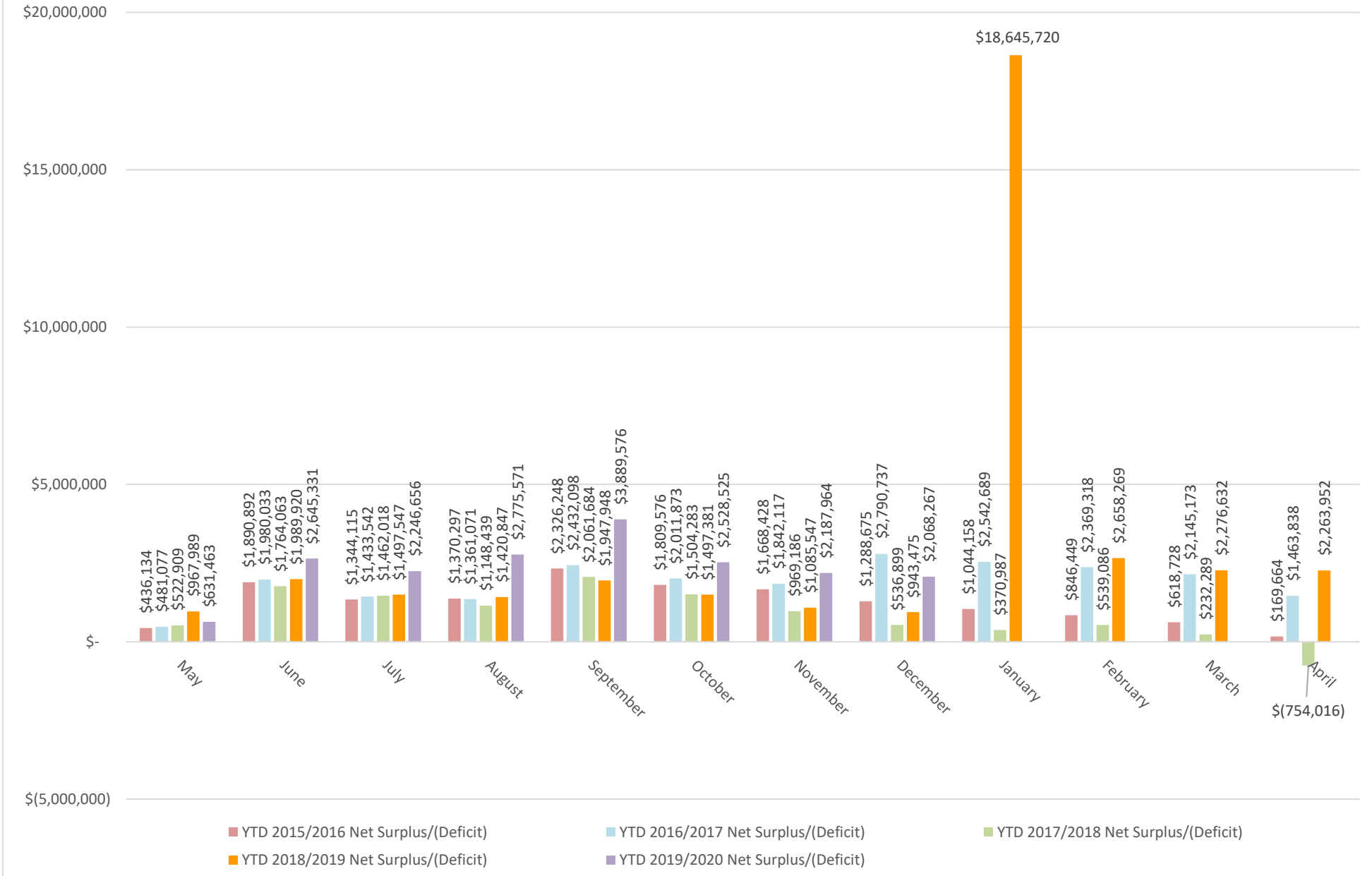
### NOTES

**2017/2018:** During June 2017 and 2018 the Park District recognized three payroll disbursements when compared to two disbursements in June of 2015 & 2016. This is one of the reasons for the increased Y-T-D expenditures in June 2017 and 2018 over the same period in 2016 and 2015. The increased expenditures as of April 30, 2018 are primarily due to increased capital expenditures in our Capital Projects Fund (family locker room) and Tennis Center (HVAC upgrade, reflective ceiling).

**2018/2019:** The large increase in expenditures during August 2018 is due to the additional capital costs incurred for our Central Park improvement project. During that month we recognized \$502,035 in capital costs which brings the YTD total to \$936,997. In the prior year we had only recognized \$43,525 in capital costs as of the end of August 2017. Additionally, this fiscal year includes new expenditures related to our management of the Village's aquatic center. In February 2019 the District recorded \$15.8 million in capital expenditures for the purchase of 34 acres of land.

**2019/2020:** During October 2019, we made a \$1,226,621 payment on our 2019 G.O. bonds as well as a \$334,605 payment on our 2016/2012 G.O. bonds.

## Oak Brook Park District- Consolidated Year-to-Date Net Surplus/(Deficit)





OAK BROOK PARK DISTRICT  
SUMMARIZED REVENUE & EXPENSE REPORT  
DECEMBER, 2019

FUND NAME	CURRENT MONTH ACTUAL	Y-T-D ACTUAL	ANNUAL BUDGET
GENERAL CORPORATE FUND			
REVENUE	\$ 63,975	\$ 2,314,997	\$ 2,794,390
EXPENSES	\$ 172,051	\$ 1,629,066	\$ 3,112,869
SURPLUS/(DEFICIT)	\$ (108,076)	\$ 685,930	\$ (318,479)
RECREATION FUND			
REVENUE	\$ 271,660	\$ 2,977,792	\$ 3,672,469
EXPENSES	\$ 184,223	\$ 2,145,542	\$ 3,929,590
SURPLUS/(DEFICIT)	\$ 87,437	\$ 832,250	\$ (257,120)
IMRF FUND			
REVENUE	\$ 2,613	\$ 170,195	\$ 174,687
EXPENSES	\$ 12,813	\$ 120,913	\$ 200,000
SURPLUS/(DEFICIT)	\$ (10,201)	\$ 49,282	\$ (25,313)
LIABILITY INSURANCE FUND			
REVENUE	\$ 1,896	\$ 178,532	\$ 180,816
EXPENSES	\$ 3,370	\$ 77,871	\$ 162,207
SURPLUS/(DEFICIT)	\$ (1,473)	\$ 100,661	\$ 18,608
AUDIT FUND			
REVENUE	\$ 20	\$ 154	\$ 250
EXPENSES	\$ -	\$ 13,013	\$ 13,113
SURPLUS/(DEFICIT)	\$ 20	\$ (12,859)	\$ (12,863)
DEBT SERVICE FUND			
REVENUE	\$ 13,710	\$ 1,533,927	\$ 1,978,533
EXPENSES	\$ -	\$ 1,568,299	\$ 1,977,969
SURPLUS/(DEFICIT)	\$ 13,710	\$ (34,372)	\$ 564



OAK BROOK PARK DISTRICT  
SUMMARIZED REVENUE & EXPENSE REPORT  
DECEMBER, 2019

FUND NAME	CURRENT MONTH ACTUAL	Y-T-D ACTUAL	ANNUAL BUDGET
<b>RECREATIONAL FACILITIES FUND (TENNIS CENTER)</b>			
REVENUE	\$ 137,505	\$ 1,522,795	\$ 1,707,000
EXPENSES	\$ 137,352	\$ 1,104,213	\$ 2,028,353
SURPLUS/(DEFICIT)	\$ 153	\$ 418,582	\$ (321,353)
<b>SPORTS CORE FUND</b>			
REVENUE	\$ 2,244	\$ 165,458	\$ 222,929
EXPENSES	\$ 2,244	\$ 165,158	\$ 221,223
SURPLUS/(DEFICIT)	\$ -	\$ 300	\$ 1,705
<b>SPECIAL RECREATION FUND</b>			
REVENUE	\$ 1,046	\$ 116,356	\$ 130,321
EXPENSES	\$ 20,861	\$ 80,299	\$ 117,200
SURPLUS/(DEFICIT)	\$ (19,814)	\$ 36,056	\$ 13,121
<b>CAPITAL PROJECT FUND</b>			
REVENUE	\$ 415	\$ 11,332	\$ 317,000
EXPENSES	\$ 9,787	\$ 116,375	\$ 756,000
SURPLUS/(DEFICIT)	\$ (9,372)	\$ (105,043)	\$ (439,000)
<b>SOCIAL SECURITY FUND</b>			
REVENUE	\$ 3,215	\$ 277,986	\$ 282,469
EXPENSES	\$ 17,562	\$ 180,509	\$ 266,563
SURPLUS/(DEFICIT)	\$ (14,347)	\$ 97,477	\$ 15,906
<b>SUMMARY</b>			
REVENUE	\$ 498,299	\$ 9,269,525	\$ 11,460,863
EXPENSES	\$ 560,262	\$ 7,201,257	\$ 12,785,087
SURPLUS/(DEFICIT)	\$ (61,963)	\$ 2,068,267	\$ (1,324,224)

**OAK BROOK PARK DISTRICT**  
**CONSOLIDATED AGENCY TREASURER'S REPORT**  
**DECEMBER, 2019**

		<b>CONSOLIDATED</b>
		<b>TOTALS</b>
<b>REVENUES</b>		
Property Taxes	\$	41,197
Back Taxes		-
Replacement Taxes		8,126
Recreation Program Fees		202,004
Rec/Fitness Center Fees		65,921
Rec/Aquatic Center Fees		128,351
Sports Core - Bath & Tennis		2,244
FRC/Building Rental Fees		16,875
Theme Party Rental Fees		589
Recreation Center Fees		19,483
CPW Building Rentals		2,853
Field Rentals Central Park		2,744
Field Rentals Central Park North		-
Interest		4,493
Grant Proceeds		-
Debt Certificate Proceeds		-
Transfers		-
Donations		-
Sponsorship		225
Miscellaneous		3,194
<b>TOTAL- REVENUES</b>	<b>\$</b>	<b>498,298</b>
<b>DISBURSEMENTS</b>		
	x	
Warrant No.630	\$	164,745
December Payroll		395,517
<b>TOTAL DISBURSEMENTS</b>	<b>\$</b>	<b>560,262</b>



**Oak Brook Park District  
Consolidated Agency Balance Sheet  
as of December 31, 2019**

ASSETS	Consolidated Totals
Current Assets	
Cash and Investments	\$ 8,877,374
Receivables - Net of Allowances	-
Property Taxes	4,671,112
Accounts	396,545
Due from Other Funds	-
Prepays	1,077
Inventories	16,089
Total Current Assets	\$ 13,962,197
Noncurrent Assets	
Capital Assets	
Nondepreciable	40,475
Construction in Process	-
Depreciable	4,788,320
Accumulated Depreciation	(3,187,312)
Total Noncurrent Assets	1,641,483
<b>Total Assets</b>	<b>15,603,680</b>

DEFERRED OUTFLOWS OF RESOURCES

Deferred Items-IMRF	180,242
Total Assets and Deferred outflows of Resources	15,783,922

LIABILITIES

Accounts Payable	23,961
Accrued Payroll	16,860
Unearned Revenue	503,785
Due To Other Funds	-
Compensated Absences Payable	3,432
Total Liabilities	548,038
Noncurrent Liabilities	
Compensated Absences Payable	13,723
Net Pension Liability - IMRF	239,549
Total OPEB Liability - RBP	76,570
Total Noncurrent Liabilities	329,842
<b>Total Liabilities</b>	<b>877,880</b>

DEFERRED INFLOWS OF RESOURCES

Deferred Items - IMRF	36,643
Property Taxes	4,671,112
Total Liabilities and Deferred Inflows of Resources	5,585,636

FUND BALANCES

Net Investment in Capital Assets	1,882,361
Nonspendable	1,077
Restricted	621,775
Committed	5,045,956
Unassigned	2,647,118
<b>Total Fund Balances</b>	<b>10,198,286</b>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	15,783,922





## INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT

EXP CHECK RUN DATES 01/20/2020 - 01/20/2020

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN

WARRANT NO. 631

Inv Ref#	Vendor	W Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
39336	ADOBE SYSTEMS INCORPORATED	01/08/2020	01/20/2020	2,075.16	2,075.16	Open	N
39403	ADVANCED AUTO PARTS	01/09/2020	01/20/2020	5.81	5.81	Open	N
39404	ADVANCED AUTO PARTS	01/09/2020	01/20/2020	64.09	64.09	Open	N
39341	ANDERSON ELEVATOR CO.	12/01/2019	01/20/2020	567.84	567.84	Open	N
39353	ANDERSON ELEVATOR CO.	01/01/2020	01/20/2020	567.84	567.84	Open	N
39408	ANN ROHALY	01/01/2020	01/20/2020	59.99	59.99	Open	N
39409	ANN ROHALY	11/09/2019	01/20/2020	82.98	82.98	Open	N
39343	AQUA PURE ENTERPRISES, INC.	12/20/2019	01/20/2020	1,442.39	1,442.39	Open	N
39401	AQUA PURE ENTERPRISES, INC.	12/31/2019	01/20/2020	303.67	303.67	Open	N
39402	AQUA PURE ENTERPRISES, INC.	12/30/2019	01/20/2020	47.62	47.62	Open	N
39294	BUTTREY RENTAL SERVICE INC.	12/10/2019	01/20/2020	450.00	450.00	Open	N
39370	CARDMEMBER SERVICE	12/27/2019	01/20/2020	106.82	106.82	Open	N
39371	CARDMEMBER SERVICE	12/27/2019	01/20/2020	170.00	170.00	Open	N
39372	CARDMEMBER SERVICE	12/27/2019	01/20/2020	77.98	77.98	Open	N
39373	CARDMEMBER SERVICE	12/27/2019	01/20/2020	206.65	206.65	Open	N
39374	CARDMEMBER SERVICE	12/27/2019	01/20/2020	2,713.72	2,713.72	Open	N
39375	CARDMEMBER SERVICE	12/27/2019	01/20/2020	846.44	846.44	Open	N
39376	CARDMEMBER SERVICE	12/27/2019	01/20/2020	432.36	432.36	Open	N
39377	CARDMEMBER SERVICE	12/27/2019	01/20/2020	424.70	424.70	Open	N
39378	CARDMEMBER SERVICE	12/27/2019	01/20/2020	851.49	851.49	Open	N
39379	CARDMEMBER SERVICE	12/27/2019	01/20/2020	1,792.51	1,792.51	Open	N
39380	CARDMEMBER SERVICE	12/27/2019	01/20/2020	75.95	75.95	Open	N
39381	CARDMEMBER SERVICE	12/27/2019	01/20/2020	95.00	95.00	Open	N
39382	CARDMEMBER SERVICE	12/27/2019	01/20/2020	1,521.90	1,521.90	Open	N
39383	CARDMEMBER SERVICE	12/27/2019	01/20/2020	3,471.95	3,471.95	Open	N
39384	CARDMEMBER SERVICE	12/27/2019	01/20/2020	328.15	328.15	Open	N
39385	CARDMEMBER SERVICE	12/27/2019	01/20/2020	561.43	561.43	Open	N
39386	CARDMEMBER SERVICE	12/27/2019	01/20/2020	2,354.32	2,354.32	Open	N
39387	CARDMEMBER SERVICE	12/27/2019	01/20/2020	182.00	182.00	Open	N
39388	CARDMEMBER SERVICE	12/27/2019	01/20/2020	956.51	956.51	Open	N
39389	CARDMEMBER SERVICE	12/27/2019	01/20/2020	820.81	820.81	Open	N
39390	CARDMEMBER SERVICE	12/27/2019	01/20/2020	1,786.00	1,786.00	Open	N
39391	CARDMEMBER SERVICE	12/27/2019	01/20/2020	1,679.16	1,679.16	Open	N
39392	CARDMEMBER SERVICE	12/27/2019	01/20/2020	2,367.40	2,367.40	Open	N
39350	CLIMATEZONE HEATING & AIR CONDITI	12/30/2019	01/20/2020	7,418.00	7,418.00	Open	N
39265	COM ED	01/02/2020	01/20/2020	29.44	29.44	Open	N
39335	COM ED	01/03/2020	01/20/2020	27.82	27.82	Open	N
39259	COMCAST	12/01/2019	01/20/2020	586.11	586.11	Open	N
39420	COMCAST	01/01/2020	01/20/2020	589.69	589.69	Open	N
39242	CONSTRUCTION SOLUTIONS OF IL INC	10/31/2019	01/20/2020	74,547.00	74,547.00	Open	N
39291	DAILY HERALD	12/07/2019	01/20/2020	257.60	257.60	Open	N
39310	DAILY HERALD	12/21/2019	01/20/2020	119.60	119.60	Open	N
39246	DIRECT ENERGY BUSINESS	12/17/2019	01/20/2020	341.96	341.96	Open	N
39247	DIRECT ENERGY BUSINESS	12/17/2019	01/20/2020	4,271.50	4,271.50	Open	N
39255	DIRECT ENERGY BUSINESS	12/18/2019	01/20/2020	6,121.37	6,121.37	Open	N
39256	DIRECT ENERGY BUSINESS	12/18/2019	01/20/2020	895.89	895.89	Open	N
39279	DREISILKER ELECTRIC MOTORS INC	12/06/2019	01/20/2020	116.68	116.68	Open	N

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
39360	DUPREE HEATING &	01/08/2020	01/20/2020	669.00	669.00	Open	N
39264	ELMHURST MEMORIAL OCCUPATIONAL	11/30/2019	01/20/2020	96.00	96.00	Open	N
39337	ELMHURST MEMORIAL OCCUPATIONAL	12/27/2019	01/20/2020	91.00	91.00	Open	N
39338	ELMHURST MEMORIAL OCCUPATIONAL	11/30/2019	01/20/2020	96.00	96.00	Open	N
39262	ENVISION HEALTHCARE INC	12/11/2019	01/20/2020	35.00	35.00	Open	N
39282	ENVISION HEALTHCARE INC	12/04/2019	01/20/2020	53.00	53.00	Open	N
39263	FED EX	12/25/2019	01/20/2020	33.44	33.44	Open	N
39260	FIRST COMMUNICATION LLC	12/01/2019	01/20/2020	952.43	952.43	Open	N
39419	FIRST COMMUNICATION LLC	01/01/2020	01/20/2020	953.64	953.64	Open	N
39317	FITNESS EQUIPMENT SERVICES	12/26/2019	01/20/2020	95.00	95.00	Open	N
39318	FITNESS EQUIPMENT SERVICES	01/07/2020	01/20/2020	114.00	114.00	Open	N
39251	FLAGG CREEK WATER RECLAMATION	12/26/2019	01/20/2020	1,638.32	1,638.32	Open	N
39252	FLAGG CREEK WATER RECLAMATION	12/26/2019	01/20/2020	27.45	27.45	Open	N
39253	FLAGG CREEK WATER RECLAMATION	12/26/2019	01/20/2020	84.10	84.10	Open	N
39254	FLAGG CREEK WATER RECLAMATION	12/26/2019	01/20/2020	24.70	24.70	Open	N
39345	FLUID RUNNING LLC	12/27/2019	01/20/2020	9,869.46	9,869.46	Open	N
39418	GATEWAY SRA	12/11/2019	01/20/2020	18,143.30	18,143.30	Open	N
39257	HAGG PRESS	12/09/2019	01/20/2020	7,890.00	7,890.00	Open	N
39342	HAGG PRESS	12/13/2019	01/20/2020	1,013.00	1,013.00	Open	N
39349	HAGG PRESS	12/30/2019	01/20/2020	2,153.00	2,153.00	Open	N
39292	HARRIS COMPUTER SYSTEMS	12/02/2019	01/20/2020	246.20	246.20	Open	N
39321	HOME DEPOT CREDIT SERVICES	12/16/2019	01/20/2020	170.38	170.38	Open	N
39322	HOME DEPOT CREDIT SERVICES	12/19/2019	01/20/2020	89.11	89.11	Open	N
39323	HOME DEPOT CREDIT SERVICES	12/19/2019	01/20/2020	67.44	67.44	Open	N
39324	HOME DEPOT CREDIT SERVICES	12/19/2019	01/20/2020	30.52	30.52	Open	N
39325	HOME DEPOT CREDIT SERVICES	11/29/2019	01/20/2020	377.97	377.97	Open	N
39326	HOME DEPOT CREDIT SERVICES	11/22/2019	01/20/2020	44.97	44.97	Open	N
39327	HOME DEPOT CREDIT SERVICES	12/02/2019	01/20/2020	198.74	198.74	Open	N
39328	HOME DEPOT CREDIT SERVICES	12/04/2019	01/20/2020	19.98	19.98	Open	N
39329	HOME DEPOT CREDIT SERVICES	12/09/2019	01/20/2020	99.06	99.06	Open	N
39330	HOME DEPOT CREDIT SERVICES	12/11/2019	01/20/2020	15.92	15.92	Open	N
39331	HOME DEPOT CREDIT SERVICES	12/17/2019	01/20/2020	66.26	66.26	Open	N
39332	HOME DEPOT CREDIT SERVICES	12/17/2019	01/20/2020	24.90	24.90	Open	N
39333	HOME DEPOT CREDIT SERVICES	12/17/2019	01/20/2020	16.05	16.05	Open	N
39334	HOME DEPOT CREDIT SERVICES	12/26/2019	01/20/2020	9.28	9.28	Open	N
39296	HP PRODUCTS	12/19/2019	01/20/2020	174.44	174.44	Open	N
39297	HP PRODUCTS	12/18/2019	01/20/2020	467.28	467.28	Open	N
39298	HP PRODUCTS	12/12/2019	01/20/2020	416.30	416.30	Open	N
39299	HP PRODUCTS	12/17/2019	01/20/2020	156.10	156.10	Open	N
39300	HP PRODUCTS	12/03/2019	01/20/2020	58.52	58.52	Open	N
39352	HP PRODUCTS	12/26/2019	01/20/2020	799.60	799.60	Open	N
39356	HP PRODUCTS	12/17/2019	01/20/2020	1,275.89	1,275.89	Open	N
39283	HTBSCREDIT	12/19/2019	01/20/2020	185.81	185.81	Open	N
39284	HTBSCREDIT	12/05/2019	01/20/2020	472.99	472.99	Open	N
39285	HTBSCREDIT	12/05/2019	01/20/2020	281.31	281.31	Open	N
39364	HTBSCREDIT	01/08/2020	01/20/2020	368.51	368.51	Open	N
39405	HTBSCREDIT	12/13/2019	01/20/2020	38.75	38.75	Open	N

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
39407	HTBSCREDIT	01/10/2020	01/20/2020	91.58	91.58	Open	N
39357	ILLINOIS ASSOCIATION OF PARK	12/11/2019	01/20/2020	6,944.17	6,944.17	Open	N
39348	ILLINOIS PUMP INC	12/30/2019	01/20/2020	795.00	795.00	Open	N
39286	JAMES LEZATTE	01/07/2020	01/20/2020	472.00	472.00	Open	N
39243	JONES TRAVEL	11/30/2019	01/20/2020	834.00	834.00	Open	N
39244	JONES TRAVEL	11/20/2019	01/20/2020	950.00	950.00	Open	N
39245	JONES TRAVEL	01/02/2020	01/20/2020	1,004.00	1,004.00	Open	N
39274	KANDU CONSTRUCTION	12/06/2019	01/20/2020	83,978.15	83,978.15	Open	N
39275	KONICA MINOLTA BUSINESS	11/30/2019	01/20/2020	37.58	37.58	Open	N
39276	KONICA MINOLTA BUSINESS	12/31/2019	01/20/2020	18.70	18.70	Open	N
39277	KONICA MINOLTA BUSINESS	12/31/2019	01/20/2020	333.62	333.62	Open	N
39278	KONICA MINOLTA BUSINESS	11/30/2019	01/20/2020	355.11	355.11	Open	N
39400	KONICA MINOLTA PREMIER FINANCE	11/30/2019	01/20/2020	739.00	739.00	Open	N
39354	LA GRANGE GLASS & MIRROR CO.	12/13/2019	01/20/2020	715.86	715.86	Open	N
39290	LEGAT ARCHITECTS INC	12/03/2019	01/20/2020	6,724.36	6,724.36	Open	N
39355	MARKET ACCESS CORP.	01/07/2020	01/20/2020	895.00	895.00	Open	N
39315	MEDIA NUT	12/15/2019	01/20/2020	446.25	446.25	Open	N
39250	NEOPOST USA INC.	12/20/2019	01/20/2020	1,000.00	1,000.00	Open	N
39399	NEXT GENERATION	12/31/2019	01/20/2020	2,246.20	2,246.20	Open	N
39414	NICOR GAS	12/13/2019	01/20/2020	2,519.59	2,519.59	Open	N
39415	NICOR GAS	12/13/2019	01/20/2020	599.38	599.38	Open	N
39416	NICOR GAS	01/09/2020	01/20/2020	1,633.95	1,633.95	Open	N
39417	NICOR GAS	01/09/2020	01/20/2020	367.04	367.04	Open	N
39258	NORMAN J. LANDRUM	12/11/2019	01/20/2020	559.00	559.00	Open	N
39287	O'REILLY AUTO PARTS	12/19/2019	01/20/2020	160.82	160.82	Open	N
39289	O'REILLY AUTO PARTS	12/10/2019	01/20/2020	19.99	19.99	Open	N
39249	P.D.R.M.A.	12/31/2019	01/20/2020	71,861.10	71,861.10	Open	N
39316	PENTEGRA SYSTEMS LLC	12/06/2019	01/20/2020	154.00	154.00	Open	N
39361	PENTEGRA SYSTEMS LLC	11/30/2019	01/20/2020	3,227.50	3,227.50	Open	N
39319	PETTY CASH - CORPORATE ADMIN.	01/08/2020	01/20/2020	45.77	45.77	Open	N
39320	PETTY CASH-RECREATION DEPT.	01/08/2020	01/20/2020	314.32	314.32	Open	N
39306	PFEIFFER'S PEST CONTROL	12/23/2019	01/20/2020	200.00	200.00	Open	N
39307	PFEIFFER'S PEST CONTROL	12/23/2019	01/20/2020	200.00	200.00	Open	N
39266	PORTER PIPE & SUPPLY CO.	01/02/2020	01/20/2020	22.03	22.03	Open	N
39344	PORTER PIPE & SUPPLY CO.	12/05/2019	01/20/2020	579.26	579.26	Open	N
39351	QUEST DIAGNOSTICS	12/26/2019	01/20/2020	596.21	596.21	Open	N
39358	ROBBINS SCHWARTZ	11/27/2019	01/20/2020	6,298.50	6,298.50	Open	N
39311	RUSSO POWER EQUIPMENT	01/08/2020	01/20/2020	392.18	392.18	Open	N
39411	RUSSO POWER EQUIPMENT	11/11/2019	01/20/2020	7,105.00	7,105.00	Open	N
39412	RUSSO POWER EQUIPMENT	10/30/2019	01/20/2020	2,009.00	2,009.00	Open	N
39288	SERVICE SANITATION, INC.	12/13/2019	01/20/2020	60.50	60.50	Open	N
39363	SERVICE SANITATION, INC.	09/20/2019	01/20/2020	101.50	101.50	Open	N
39295	SHERWIN WILLIAMS	01/06/2020	01/20/2020	36.96	36.96	Open	N
39304	SHERWIN WILLIAMS	12/27/2019	01/20/2020	216.16	216.16	Open	N
39313	SONITROL CHICAGOLAND WEST	11/10/2019	01/20/2020	1,410.00	1,410.00	Open	N
39314	SONITROL CHICAGOLAND WEST	11/10/2019	01/20/2020	162.00	162.00	Open	N
39305	SOUTH SIDE CONTROL SUPPLY CO	01/02/2020	01/20/2020	172.81	172.81	Open	N

OPEN

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
39309	SPRINT PHONE	12/29/2019	01/20/2020	17.25	17.25	Open	N
39302	STARBUCKS COFFEE COMPANY	09/17/2019	01/20/2020	106.24	106.24	Open	N
39346	SWEET COMB CHICAGO	12/10/2019	01/20/2020	2,130.00	2,130.00	Open	N
39301	TAYLOR PLUMBING	12/03/2019	01/20/2020	335.00	335.00	Open	N
39261	THE EMPLOYERS ASSOCIATION	12/11/2019	01/20/2020	126.00	126.00	Open	N
39359	THE LIFEGUARD STORE	12/04/2019	01/20/2020	2,087.14	2,087.14	Open	N
39406	TIMEOUT SERVICES LLC	06/12/2019	01/20/2020	425.00	425.00	Open	N
39280	TRANE U.S. INC.	12/19/2019	01/20/2020	92.05	92.05	Open	N
39281	TRANE U.S. INC.	12/04/2019	01/20/2020	469.35	469.35	Open	N
39303	TWO BROTHERS COFFEE ROASTERS	12/23/2019	01/20/2020	218.00	218.00	Open	N
39339	TYCO INTEGRATED SECURITY LLC	12/07/2019	01/20/2020	228.98	228.98	Open	N
39340	TYCO INTEGRATED SECURITY LLC	12/07/2019	01/20/2020	228.98	228.98	Open	N
39293	VERIZON WIRELESS	12/15/2019	01/20/2020	1,093.88	1,093.88	Open	N
39267	VILLA PARK ELECTRICAL SUPPLY	12/13/2019	01/20/2020	60.51	60.51	Open	N
39268	VILLA PARK ELECTRICAL SUPPLY	11/26/2019	01/20/2020	299.25	299.25	Open	N
39269	VILLA PARK ELECTRICAL SUPPLY	11/26/2019	01/20/2020	11.00	11.00	Open	N
39270	VILLA PARK ELECTRICAL SUPPLY	12/23/2019	01/20/2020	119.34	119.34	Open	N
39271	VILLA PARK ELECTRICAL SUPPLY	01/03/2020	01/20/2020	27.25	27.25	Open	N
39272	VILLA PARK ELECTRICAL SUPPLY	12/23/2019	01/20/2020	221.15	221.15	Open	N
39362	VILLA PARK ELECTRICAL SUPPLY	11/30/2019	01/20/2020	17.52	17.52	Open	N
39365	VILLA PARK ELECTRICAL SUPPLY	09/23/2019	01/20/2020	110.00	110.00	Open	N
39366	VILLA PARK ELECTRICAL SUPPLY	11/05/2019	01/20/2020	304.50	304.50	Open	N
39367	VILLA PARK ELECTRICAL SUPPLY	11/05/2019	01/20/2020	68.20	68.20	Open	N
39368	VILLA PARK ELECTRICAL SUPPLY	12/02/2019	01/20/2020	(50.75)	(50.75)	Open	N
39369	VILLA PARK ELECTRICAL SUPPLY	08/22/2019	01/20/2020	(55.00)	(55.00)	Open	N
39410	VILLA PARK ELECTRICAL SUPPLY	11/08/2019	01/20/2020	1,045.98	1,045.98	Open	N
39413	VILLA PARK ELECTRICAL SUPPLY	10/30/2019	01/20/2020	913.50	913.50	Open	N
39273	VILLAGE OF OAK BROOK	12/30/2019	01/20/2020	428.65	428.65	Open	N
39393	VILLAGE OF OAK BROOK	01/10/2020	01/20/2020	7,055.50	7,055.50	Open	N
39394	VILLAGE OF OAK BROOK	01/10/2020	01/20/2020	31.00	31.00	Open	N
39395	VILLAGE OF OAK BROOK	01/10/2020	01/20/2020	293.50	293.50	Open	N
39396	VILLAGE OF OAK BROOK	01/10/2020	01/20/2020	62.50	62.50	Open	N
39397	VILLAGE OF OAK BROOK	01/10/2020	01/20/2020	220.00	220.00	Open	N
39398	VILLAGE OF OAK BROOK	01/10/2020	01/20/2020	10.00	10.00	Open	N
39308	VILLAGE OF OAK BROOK	01/07/2020	01/20/2020	50.00	50.00	Open	N
39347	WASTE MANAGEMENT OF ILLINOIS I	12/30/2019	01/20/2020	529.50	529.50	Open	N
39312	WIGHT & COMPANY	10/31/2019	01/20/2020	27,324.14	27,324.14	Open	N
# of Invoices:	176	# Due:	176	Totals:	431,383.43	431,383.43	
# of Credit Memos:	2	# Due:	2	Totals:	(105.75)	(105.75)	
Net of Invoices and Credit Memos:					431,277.68	431,277.68	

## INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT

EXP CHECK RUN DATES 01/20/2020 - 01/20/2020

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
--- TOTALS BY FUND ---							
	01 - GENERAL CORPORATE FUND			64,610.51	64,610.51		
	02 - RECREATION FUND			64,408.21	64,408.21		
	04 - LIABILITY INSURANCE FUND			53,895.82	53,895.82		
	07 - RECREATIONAL FACILITIES FUND			118,564.02	118,564.02		
	08 - SPORTS CORE			1,275.32	1,275.32		
	09 - SPECIAL RECREATION FUND			18,368.30	18,368.30		
	12 - CAPITAL PROJECTS FUND			110,155.50	110,155.50		
--- TOTALS BY DEPT/ACTIVITY ---							
	01 - ADMINISTRATION CORPORATE			44,133.84	44,133.84		
	02 - FINANCE			2,165.74	2,165.74		
	04 - CENTRAL PARK NORTH			37.82	37.82		
	05 - CENTRAL PARK			12,525.45	12,525.45		
	09 - DEAN PROPERTY			2,323.89	2,323.89		
	10 - PROFESSIONAL SERVICES			7,162.25	7,162.25		
	15 - BUILDING/RECREATION CENTER			27,749.08	27,749.08		
	20 - CENTRAL PARK WEST			2,606.39	2,606.39		
	21 - FITNESS CENTER			6,346.81	6,346.81		
	25 - AQUATIC CENTER			17,369.63	17,369.63		
	26 - AQUATIC-RECREATION PROGRAMS			10,523.55	10,523.55		
	30 - CHILDRENS PROGRAMS			132.84	132.84		
	31 - PRESCHOOL PROGRAMS			772.87	772.87		
	32 - YOUTH PROGRAMS			64.45	64.45		
	40 - ADULT PROGRAMS			559.00	559.00		
	50 - PIONEER PROGRAMS			6,725.96	6,725.96		
	60 - SPECIAL EVENTS & TRIPS			1,113.45	1,113.45		
	71 - BUILDING/RACQUET CLUB			25,582.59	25,582.59		
	75 - PROGRAMS			2,671.91	2,671.91		
	80 - MARKETING			96,658.84	96,658.84		
	90 - LIABILITY INSURANCE FUND			53,895.82	53,895.82		
	95 - CAPITAL PROJECTS FUND			110,155.50	110,155.50		



INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT

POST DATES 12/17/2019 - 01/20/2020

BOTH JOURNALIZED AND UNJOURNALIZED

PAID

INTERIM AND REFUND CHECKS

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
39228	CANDICE HARKNESS	11/26/2019	12/17/2019	200.00	0.00	Paid	Y
39229	DIRECT ENERGY BUSINESS	12/05/2019	12/26/2019	18,592.50	0.00	Paid	Y
39238	GEORGELO PIZZA - CHICAGO, INC.	07/18/2019	01/03/2020	187.50	0.00	Paid	Y
39239	GEORGELO PIZZA - CHICAGO, INC.	09/12/2019	01/03/2020	453.50	0.00	Paid	Y
39240	GEORGELO PIZZA - CHICAGO, INC.	10/17/2019	01/03/2020	187.50	0.00	Paid	Y
39241	GEORGELO PIZZA - CHICAGO, INC.	12/05/2019	01/03/2020	187.50	0.00	Paid	Y
39236	KONICA MINOLTA PREMIER FINANCE	10/30/2019	12/17/2019	739.00	0.00	Paid	Y
39227	MARY HALLMAN	11/26/2019	12/17/2019	102.00	0.00	Paid	Y
39237	NPN360	10/29/2019	01/03/2020	177.10	0.00	Paid	Y
39230	VILLAGE OF OAK BROOK	12/09/2019	12/17/2019	4,357.00	0.00	Paid	Y
39231	VILLAGE OF OAK BROOK	12/09/2019	12/17/2019	31.00	0.00	Paid	Y
39232	VILLAGE OF OAK BROOK	12/09/2019	12/17/2019	62.50	0.00	Paid	Y
39233	VILLAGE OF OAK BROOK	12/09/2019	12/17/2019	230.50	0.00	Paid	Y
39234	VILLAGE OF OAK BROOK	12/09/2019	12/17/2019	619.00	0.00	Paid	Y
39235	VILLAGE OF OAK BROOK	12/09/2019	12/17/2019	10.00	0.00	Paid	Y

# of Invoices:	15	# Due:	0	Totals:	26,136.60	0.00
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00

Net of Invoices and Credit Memos: 26,136.60      0.00

--- TOTALS BY FUND ---

01 - GENERAL CORPORATE FUND	7,802.87	0.00
02 - RECREATION FUND	12,634.51	0.00
07 - RECREATIONAL FACILITIES FUND	5,699.22	0.00

--- TOTALS BY DEPT/ACTIVITY ---

01 - ADMINISTRATION CORPORATE	3,365.91	0.00
02 - FINANCE	134.50	0.00
04 - CENTRAL PARK NORTH	10.00	0.00
05 - CENTRAL PARK	1,843.61	0.00
07 - FOREST GLEN PARK	171.32	0.00
15 - BUILDING/RECREATION CENTER	3,713.14	0.00
20 - CENTRAL PARK WEST	1,930.30	0.00
21 - FITNESS CENTER	2,997.41	0.00
25 - AQUATIC CENTER	6,160.59	0.00
71 - BUILDING/RACQUET CLUB	5,632.72	0.00
80 - MARKETING	177.10	0.00



## Oak Brook Park District

1450 Forest Gate Road  
Oak Brook, IL 60523

### Petty Cash      Corporate

Petty Cash for      January 2020

Received By	Date	Description	Account Number	Amount
L. Pizzello	1/6/2020	Coffee for Administration Office	01-01-730-002	\$35.56
		Total		\$35.56
L. Noonan	12/13/19	BS&H Workshop	01-01-660-002	\$10.21
		Total		\$10.21
		Grand Total		\$45.77



## Oak Brook Park District

1450 Forest Gate Road  
Oak Brook, IL 60523

### Petty Cash      Recreation

Petty Cash for      January 2020

Received By	Date	Description	Account Number	Amount
D. Thommes	12/9/19	Preschool Supplies	02-31-765-001	\$13.00
	12/10/19	Preschool Supplies	02-31-765-001	\$50.45
	12/11/19	Preschool Supplies	02-31-765-001	\$19.62
	12/12/19	Preschool Supplies	02-31-765-001	\$9.27
	12/18/19	Preschool Supplies	02-31-765-001	\$12.00
	12/18/19	Preschool Supplies	02-31-765-001	\$51.83
	12/19/19	Preschool Supplies	02-31-765-001	\$53.49
	12/19/19	Preschool Supplies	02-31-765-001	\$6.76
	1/7/20	Preschool Supplies	02-31-765-001	\$10.47
	1/7/20	Preschool Supplies	02-31-765-001	\$53.19
		<b>Total</b>		<b>\$280.08</b>
	12/28/19	Santa Stocking Supplies	02-60-765-036	\$15.92
		<b>Total</b>		<b>\$15.92</b>
	11/23/19	Bensenville Village Pool	02-25-660-002	\$18.32
		<b>Total</b>		<b>\$18.32</b>
		<b>Grand Total</b>		<b>\$314.32</b>

## **Getting To Know**

**Brian DeWolf**

**Recreation Manager -  
Athletics**



**Birth date:** January 26<sup>th</sup>.

**I decided to work at the OBPD because:** I heard it was a great place to work and I was looking for a new challenge.

**My favorite childhood memory is:** when my family visited Niagara Falls in Canada when I was 10 years old.

**The last good movie I saw:** Game Night.

**My favorite meal:** Prime Rib from Jack Gibbons Restaurant in Oak Forest.

**My personal hero:** My Mom, Colette.

**I'd love to meet:** Brett Favre or Frank Thomas.

**I'm better than anyone else when it comes to:** ping pong.

**My favorite place to vacation is:** Indian Lake, Dowagiac, Michigan **because I like to do:** happy hour pontoon boat rides and watch the sunset.

**My dream/goal is:** to be the best Dad and husband when I have a family of my own.

**Three words that best describe me:** understanding, outgoing, calm.

**Little known fact about me:** I have 24 first cousins.

**My greatest accomplishment is:** Graduating from the University of Illinois with highest honors.



# Memo

**To:** Oak Brook Park District Board of Commissioners  
**From:** Laure Kosey, Executive Director  
**Date:** January 14, 2020  
**Re:** December 2019/January 2020: Communications, IT & Administration

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## December Board Meeting Follow Up:

### **Sports core Management**

The Village is submitting an agreement for the Park District to manage the outdoor pool, tennis courts and sports fields. Otherwise, the Park District may choose to only manage the outdoor pool.

### **LED Sports Lighting**

The Park District is investing in \$950,000 worth of LED sports lighting to improve performance on already existing lit fields as well as 2 new fields at Central Park North Fields.

## January Board Meeting Discussion Points:

### **Market Based Salary Range**

HR Source (formerly Management Association of IL) has determined a 2% market adjustment increase in the pay grades over May 1, 2019.

### **Sexual Harassment Policy**

The State of Illinois is mandating an amendment to our Sexual Harassment Policy. It is now required that elected officials have sexual harassment training.

### IT Report:

The ShoreTel voicemail system has been upgraded to the Mitel Connect voicemail system. This was needed since the ShoreTel system will be end of life shortly.

An IT network disaster recovery simulation is planned to take place next month. This will be a good test to verify all backups are working and can easily be recovered if needed in an emergency.

## Corporate and Community Relations Report:

Here are new additions that occurred in December:

**Sponsorships:** \$0.00    **Advertising:** \$0.00    **Vendors:** \$225.00  
**In-Kind Donations:** \$1,930.50    **Oak Brook Park District Foundation:** \$1,293.50

This is a YDT comparison chart for FY 2018 vs FY 2019:

	FY 2018	FY 2019
<b>Sponsorships</b>	\$31,390.00	\$33,340.00
<b>Ad Space</b>	\$17,550.00	\$23,075.00
<b>Vendors</b>	\$9,550.00	\$11,491.80
<b>In-Kind Donations</b>	\$37,314.10	\$31,670.06
<b>Oak Brook Park District Foundation</b>	\$35,916.08	\$11,756.28

**Marketing & Communications Report:**

**Facebook Analytics**

Total Likes: 2,768 (up 12)  
 Posts: 20  
 Top Post Reach: 1,010

**Instagram Analytics**

Total Followers: 871 (up 25)  
 Posts: 6  
 Top Post Reach: 237

**Twitter Analytics**

Total Followers: 1,042 (down 2)  
 Posts: 7  
 Top Post Impressions: 440

**Top performing Facebook post:**

**Post Details**

**Oak Brook Park District**  
 Published by Katie Garrett (?) · December 27, 2019 at 9:04 AM · 🌐

**Dive-In Movie tonight! Come watch "Home Alone" at the Family Aquatic Center @ 7pm. Members/Residents: free; Nonresidents \$5.**

**Performance for Your Post**

- 1,010 People Reached
- 24 Likes, Comments & Shares ⓘ
- 16 Likes (13 On Post, 3 On Shares)
- 3 Comments (0 On Post, 3 On Shares)
- 5 Shares (5 On Post, 0 On Shares)
- 19 Post Clicks (0 Photo Views, 0 Link Clicks ⓘ, 19 Other Clicks ⓘ)

**NEGATIVE FEEDBACK**

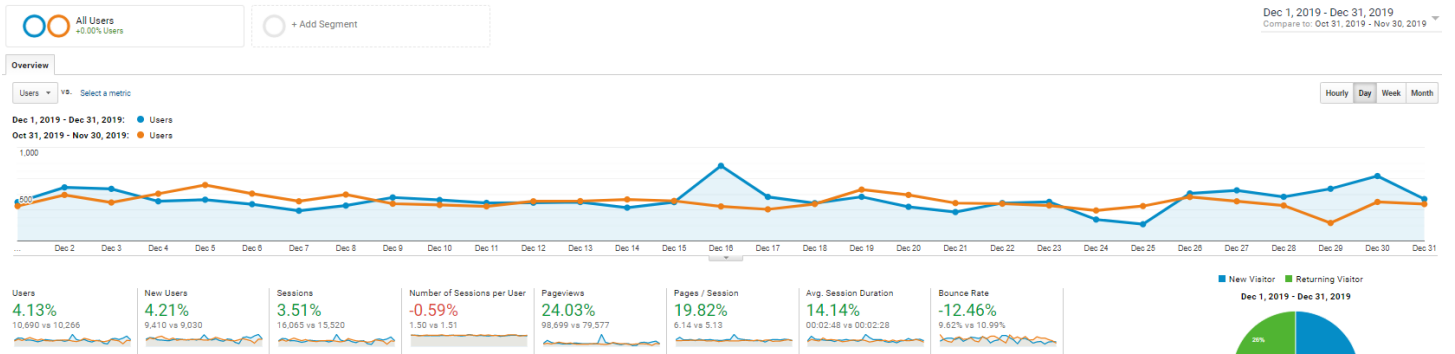
- 0 Hide Post
- 0 Hide All Posts
- 0 Report as Spam
- 0 Unlike Page

Reported stats may be delayed from what appears on posts

Boost Unavailable

Maria del Carmen, Evan Wesley Davis and 11 others · 5 Shares

Like Comment Share



## Obparks.org acquisition value

### Referral Values December 2019

Direct:	\$128,950.47
Referrals:	\$3,107.00
Organic Search:	\$3,674.00
Email/Other:	\$0

### Ecommerce Total:

Dec 2019: \$28,203 v. Dec 2018: \$27,629

YTD 2019: \$857,070 v. YTD 2018: \$721,273

### Top Pages

1. Home
2. Facilities/FRC
3. Facilities/FAC
4. Programs/Aquatics
5. /ActivitySearch
6. Facilities/CPW
7. /Home
8. Active Check out screen (no longer available)
9. /membership
10. Programs/Tennis



# Memo

**To:** Board of Commissioners and Executive Director, Laure Kosey  
**From:** Marco Salinas, Chief Financial Officer  
**Date:** January 15, 2020  
**Re:** December 2019 Financials

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## General Fund

We have now completed eight months (67%) of our current fiscal year. Year-to-date (YTD) revenues, expenditures, and transfers out in this fund equal \$2,314,997, \$1,629,066 and \$0, respectively. This is resulting in a YTD net surplus of \$685,931, which is an increase of \$115,490 (20%) over last year's YTD net surplus of \$570,440. Following is additional commentary:

- **Revenues-** Total YTD revenues are favorable against the annual budget at 83%, and have increased \$189,125 over the previous year. Property taxes and Personal Property Replacement Taxes (PPRT) account for approximately \$140,000 of this increase. We have also benefitted from increased field rentals at our Central Park (\$43K increase), and new field rentals at our recently acquired Central Park North fields. On the other hand, rental income at our Central Park West facility has decreased approximately 27%.
- **Expenditures-** Overall expenditures are favorable against the annual budget at 59%, and are approximately \$74,000 (5%) higher than the prior year. The majority of the increase is being driven in our Central Park, Central Park North, and Dean Nature Maintenance departments.
- **Central Park-** Expenditures in this department have increased approximately \$42,000 over prior year. This increase is attributed to higher full and part time wages, the purchase of a field striping machine and paint supplies totaling \$11,933, the purchase of playground mulch totaling \$2,300. In addition, we purchased an infield grader attachment for \$2,800, portable baseball mounds for \$2,900, and spent \$1,930 to repair a Ford Pickup truck. We have also incurred increased expenditures on weed and grub control services and tree maintenance. During September, \$7,500 in crack sealing and sealcoating costs incurred for our main parking lot was also allocated to this department.
- **Central Park North-** This department was established in the current year and therefore had no activity in the prior year. The YTD expenditure activity is comprised of \$6,200 in costs for weed control services, \$1,240 for tree maintenance, \$1,558 for portable restroom services, and various costs to purchase landscaping supplies to maintain and stripe the athletic fields.
- **Dean Nature Contracts/Maintenance-** This department was established to account for the maintenance activity that is currently outsourced. The YTD activity represents payments to Conservation Land Stewardship (CLS) for carrying out prescribed burns, applying herbicide, performing mowing services, adding new plantings, and seeding of specific areas. Prior year's YTD expenditures were lower due to the significant delays with the billings from CLS, which resulted in the majority of the maintenance costs being recognized later in the fiscal year (Spring of 2019).

## Recreation Fund

YTD revenues, expenditures, and transfers out in this fund equal \$2,977,792, \$2,145,542 and \$0, respectively. This is resulting in a YTD net surplus of \$832,251, which is an increase of \$236,603 (40%) over prior year's YTD net surplus of \$595,648. Following is additional commentary:

- **Revenues-** Total YTD revenues are favorable against the annual budget at 81%, and have increased \$72,310 over the previous year. The primary drivers of this increase are in our Marketing and Youth Program departments.



- **Expenditures-** Overall expenditures are favorable against the annual budget at 56% and have decreased \$164,293 (7%) when compared to the prior year. Driving this decrease is a \$190,903 decrease in capital expenditures. Current year's capital costs include \$20,273 to sealcoat our main parking lot, \$20,000 for the purchase and installation of playground equipment at Forest Glen Park, \$3,194 in equipment upgrades to our basketball courts at Central Park, \$11,997 for engineering/architecture services for various proposed capital improvements at CPW, and \$37,198 for repaving work at our Saddle Brook and Forest Glen Parks.
- **Marketing-** During the year, the marketing department recorded the receipt of a \$45,000 donation from the Oak Brook Park District Foundation to benefit our Universal Playground. The prior year's donation totaled \$29,533 and was initially recorded in the Administration department and subsequently transferred to Marketing. The remaining revenue activity is derived from ad placements in our seasonal program guides and sponsorships received for various special events.
- **Youth Programs-** We have experienced increased participation in various programs including pee wee, teen and playground camps. This is resulting in a 20% increase in revenues over the previous year. As expected, this increased programming activity has also resulted in a slight increase in related expenditures; specifically, expenditures for part-time wages, contracted instruction, food, transportation and other supplies.

### **Recreational Facilities Fund (Tennis Center)**

YTD revenues and expenses in this fund are currently at \$1,522,795 and \$1,104,214, respectively. This is resulting in a YTD net surplus of \$418,582; which is an increase of \$43,124 (12%) over prior year's YTD net surplus of \$375,458. Following is additional commentary:

- **Revenues-** Total YTD revenues are favorable against the annual budget at 89% and have also increased \$79,495 over prior year. Administration department revenues are being positively impacted by increased investment earnings. Interest income has increased from \$7,613 in the prior year, to \$12,925 in the current year. This increase is due to having a larger cash balance on deposit with Illinois Funds as well as higher investment yields. In the Programs department, non-resident membership fees have increased approximately \$11,979 (8%) over prior year. The largest increase in revenues is with our group lessons (e.g. adult, junior, high performance, camps). Total group lesson revenue has increased from \$735,134 in the prior year, to \$834,586 in the current year. This increase is attributed to increased registration activity as many of the classes are currently at their maximum capacity. Partially offsetting these favorable revenue increases is a decrease in private lesson revenues. YTD private lesson revenues are currently at \$140,387 and in the prior year, revenues were at \$171,282.
- **Expenses-** Overall expenses are favorable against the annual budget at 54% and have increased \$36,372 (3%) when compared to the prior year. The primary driver of this increase is in the Capital Outlay department.
- **Capital Outlay-** YTD capital expenditures have increased 22% over prior year. This year's expenses are comprised of \$24,800 in costs to have 4 indoor tennis courts color coated. We have also incurred \$22,716 for the installation of replacement tennis court backdrops, and \$126,950 for the HVAC project that was budgeted at \$200,000 in the current fiscal year.

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#### **FINANCE OPERATIONS:**

- Marco completed the 4<sup>th</sup> quarter 2019 sales tax return and filed it with the Illinois Department of Revenue. He also filed the 2019 property tax levy ordinance with the DuPage and Cook County clerks' offices.
- The coat donation drive has now kicked off and as of the date of this memo, we have received 78 coats and jackets. We will continue accepting such donations through Friday January 31, 2020. Once the drive has closed, Finance personnel will deliver the coats to World Relief of DuPage, which has offices in Carol Stream.
- Nancy has now generated the 2019 IRS Forms 1099-Misc and mailed them to the corresponding vendors.

#### **HUMAN RESOURCES:**

- Linda N. has now generated the 2019 IRS Forms W-2 that will be mailed to employees no later than January 31, 2020.



# Memo

To: Oak Brook Park District Board of Commissioners  
From: Dave Thommes, Deputy Director  
Date: January 14, 2020  
Re: Recreation & Facilities Report

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## Recreation

- Staff is in process of taking soccer field rental requests for the Spring season.
- Youth Basketball League registration ended in December of 2019 with a total of 131 kids. The first games were held on January 11.
- Youth Basketball League staff meetings and trainings (CPR, first aid, job responsibility) were conducted for a staff of 15 people
- Staff has been working with Greg from Breakaway Basketball to go over program concepts such as potentially adding a Fall youth basketball league and the future of the Build-A-Dream 3v3 basketball tournament.
- The preschool invited their families to decorate gingerbread cookies and perform for them. Preschool registration is now open for the 2020-2021 school year.
- Santa delivered stockings to Oak Brook children on December 11<sup>th</sup> and 17<sup>th</sup>.
- The Holiday Express was full with 225 participants this year. Families enjoyed music, popcorn, crafts, a bounce house and a trolley ride to the north pole to meet Santa.
- Twenty-seven Pioneers visited the Sanfilippo Mansion in Barrington for a lunch in the Carousel Room, Organ Concert in the main house, and time to explore the many collections of the Sanfilippo Foundation.
- Thirty-nine Pioneers joined us for our annual trip to Lawry's for lunch and the Salute to Vienna show at the Chicago Symphony Orchestra Hall.
- Winter Day Camps ran December 23<sup>rd</sup> through January 3<sup>rd</sup>.

## Aquatics

- Swim lesson numbers are off to a good start. Our goal of 1901 registrations will give us numbers better than 2018 and 2017.
- The first swim meet of the year was a success last month. The next one is January 18<sup>th</sup> at 1:00 PM.
- Parties/Rentals are down in January so far, but we are working to push them. Black Friday did not net results we hoped for, so we are onto a new plan. We are working with the Marketing Department to find local Facebook and publishing sites for advertising deals to draw in parties. We have also finalized the deal with Giordano's to take over pizza supply for parties, which we believe will help.

## Fitness

- Our trial class of "Rockout" led by Mari Morgan during our holiday schedule was a huge success. Classes were packed and feedback was great. It is a cardio/strength combo class utilizing sticks similar to drum sticks. We are looking to add it to our regular schedule.
- Our new program called Well + Fit is underway. We currently have 20 participants registered but registration will be ongoing throughout the program, which will conclude on March 27<sup>th</sup>.
- Several managers and supervisors have begun creating business plans for the Family Recreation Center.

## Facilities

- The hot water boiler was replaced for the heating system after the original sprang a leak from a cast-iron cell internally.
- The lower level ejector pump was repaired after an object got jammed in the impeller.

- Aquatic center roof was repaired in house temporarily until the property claim goes through after a 6 x 8 panel from the HVAC screening enclosers broke free during a wind storm and punctured the roofing surface.
- Painters were onsite to repair the peeling paint in the locker rooms.

Tennis

- Winter tennis camps were successful with 40 participants per each day offered.
- Second payments for seasonal court time were charged during December.

Retention Results

December-19			
	Retained	Total	Rate
Aquatic	173	183	94.5%
Aqua/Ten	4	4	100.0%
Fitness	312	342	91.2%
Fit/Aqua	181	196	92.3%
Fit/Ten	7	8	93.5%
Premiere	38	38	100.0%
<b>Yearly Total</b>	<b>715</b>	<b>771</b>	<b>92.7%</b>
EFT Aqua	683	690	99.0%
EFT Aqua/Ten	58	58	100.0%
EFT Fitness	1041	1082	96.2%
EFT Fit/Aqua	578	591	97.8%
EFT Fit/Ten	74	74	100.0%
EFT Premiere	114	118	96.6%
<b>Yearly &amp; EFT</b>	<b>3263</b>	<b>3384</b>	<b>96.4%</b>

We gained 106 new members in January for a net gain after cancellations of 74.



# Oak Brook Park District Aquatic Center Swim Lesson and Swim Team Statistics

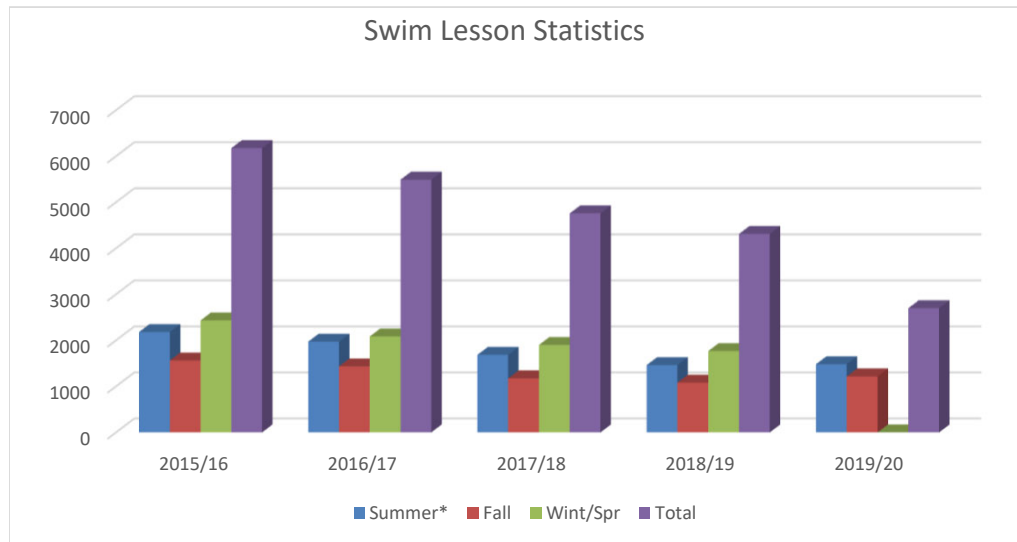
Swim Lesson Statistics				
	Summer*	Fall	Wint/Spr	Total
<b>2015/16</b>	2181	1562	2433	<b>6176</b>
<b>2016/17</b>	1972	1434	2084	<b>5490</b>
<b>2017/18</b>	1685	1173	1900	<b>4758</b>
<b>2018/19</b>	1463	1082	1767	<b>4312</b>
<b>2019/20</b>	1481	1217	0	<b>2698</b>

\*stroke clinic numbers removed from summer lesson totals and moved to swim team numbers for better accuracy

Swim Team Statistics						
	Summer	Fall	Wint/Spr	Spring Training	Stroke Clinic*	Total
<b>2015/16</b>	34	56	53	84	18	<b>245</b>
<b>2016/17</b>	51	68	35	52	6	<b>212</b>
<b>2017/18</b>	32	65	46	73	9	<b>225</b>
<b>2018/19</b>	71	80	77	100	18	<b>346</b>
<b>2019/20</b>	79	90	47*	4**	not offered	<b>169</b>

\*numbers pulled before season resumes Jan 6th. Expect jump in numbers closer to Fall numbers

\*\*Does not begin until March 23. Registration will increase





Oak Brook Park District  
Aquatic Center  
Aquatic Party Statistics

2019 Aquatic Party Statistics													
Total # Parties	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Splash Birthday	15	9	24	15	15	12	6	5	8	13	17	7	<b>146</b>
Super Splash Birthday	7	3	11	10	10	10	11	12	9	6	6	9	<b>104</b>
Group (by day)	7	8	2	8	7	9	13	11	3	4	7	6	<b>85</b>
Private (indoors only)	6	4	4	2	2	2	1	2	0	2	2	2	<b>29</b>
Private (indoor/outdoor combo)	0	0	0	0	0	1	2	1	0	0	0	0	<b>4</b>
Splash Island Birthday	0	0	0	0	0	8	11	6	0	0	0	0	<b>25</b>
Camp Rentals	0	0	2	0	1	4	8	1	0	1	2	0	<b>19</b>
Lane Rental (lap only)	0	0	0	0	11	7	0	0	0	0	1	0	<b>19</b>
Scout	2	1	1	1	0	0	0	0	0	1	2	1	<b>9</b>
<b>Total # Parties</b>	<b>37</b>	<b>25</b>	<b>44</b>	<b>36</b>	<b>46</b>	<b>53</b>	<b>52</b>	<b>38</b>	<b>20</b>	<b>27</b>	<b>37</b>	<b>25</b>	<b>440</b>

<b>2019</b>	<b>37</b>	<b>25</b>	<b>44</b>	<b>36</b>	<b>46</b>	<b>53</b>	<b>52</b>	<b>38</b>	<b>20</b>	<b>27</b>	<b>37</b>	<b>25</b>	<b>440</b>
<b>2018</b>	47	44	48	57	47	60	49	40	36	26	23	25	<b>502</b>
<b>2017</b>	46	52	60	54	43	61	75	37	2*	41	29	52	<b>550</b>



## Oak Brook Park District Athletic Fields Rental Report

### Athletic Field Usage 2018/2019 Fiscal Year Evergreen Bank Group Athletic Field

Month	May	June	July	August	September	October	November	December	January	Feb	March	April	18/19 YTD	17/18 Actual
Hours	172	126	79	168	203	210	81	28	0	0	87	155	1,307	1,316
Revenue	\$15,258	\$9,005	\$3,813	\$12,280	\$12,714	\$15,670	\$5,880	\$3,080	\$0	\$0	\$7,465	\$16,085	101,248	\$87,638

### Athletic Field Usage 2018/2019 Fiscal Year Natural Grass Soccer Fields

Month	May	June	July	August	September	October	November	December	January	Feb	March	April	18/19 YTD	17/18 Actual
Hours	91	154	131	145	195	80	0	0	0	0	0	177	971	1,119
Revenue	\$3,156	\$2,081	\$725	\$1,625	\$2,688	\$1,413	\$0	\$0	\$0	\$0	\$0	\$5,575	17,263	\$18,987

### Athletic Field Usage 2018/2019 Fiscal Year Baseball Fields

	May	June	July	August	September	October	November	December	January	Feb	March	April	18/19 YTD	17/18 Actual
Hours	116	96	37	24	116	89	12	0	0	0	0	83	572	941
Revenue	\$1,740	\$595	\$100	\$75	\$200	\$800	\$475	\$0	\$0	\$0	\$0	\$1,734	5,719	\$18,160

<b>Grand Total Hours:</b>	<b>2849</b>	<b>3376</b>
<b>Grand Total Revenue:</b>	<b>\$124,230</b>	<b>\$124,785</b>

### Athletic Field Usage 2019/2020 Fiscal Year Evergreen Bank Group Athletic Field

Month	May	June	July	August	September	October	November	December	January	Feb	March	April	19/20 YTD	18/19 YTD
Hours	192	190	153	142	192	178	69	32					1,147	748
Revenue	\$13,832	\$12,280	\$6,813	\$11,885	\$17,585	\$16,962	\$6,568	\$3,308					\$89,231	\$53,068

### Athletic Field Usage 2019/2020 Fiscal Year Natural Grass Soccer Fields

Month	May	June	July	August	September	October	November	December	January	Feb	March	April	19/20 YTD	18/19 YTD
Hours	254	251	161	153	163	141	6	0					1,128	715
Revenue	\$10,650	\$8,338	\$3,150	\$4,838	\$7,075	\$8,697	\$150	\$0					\$42,897	\$10,275

### Athletic Field Usage 2019/2020 Fiscal Year Baseball Fields

Month	May	June	July	August	September	October	November	December	January	Feb	March	April	19/20 YTD	18/19 YTD
Hours	155	200	167	101	153	65	0	0					841	388
Revenue	\$3,487	\$3,997	\$1,036	\$1,633	\$6,438	\$6,678	\$0	\$0					\$23,268	\$2,710

<b>YTD Total Hours:</b>	<b>3115</b>	<b>1850</b>
<b>YTD Total Revenue:</b>	<b>\$155,396</b>	<b>\$66,053</b>



## Oak Brook Park District Facility Statistics and Data

Facility Rentals													
	JAN	Feb	March	April	May	June	July	AUG	SEPT	OCT	NOV	DEC	Total
<b>2019</b>													
<b>Gym Rentals</b>	136	134	109	93	83	77	65	82	113	109	125	105	1,231
<b>Gym Revenue</b>	\$ 19,800.00	\$ 18,003.00	\$ 13,045.00	\$ 10,695.00	\$ 9,665.00	\$ 10,400.00	\$ 8,370.00	\$ 12,755.00	\$ 15,930.00	\$ 13,015.00	\$ 18,435.00	\$ 15,558.00	\$ 165,671.00
<b>Room Rentals</b>	43	57	60	52	50	57	45	46	47	43	47	48	595
<b>Room Revenue</b>	\$ 1,170.00	\$ 2,618.50	\$ 1,055.00	\$ 1,945.00	\$ 3,134.00	\$ 4,249.50	\$ 2,212.00	\$ 1,816.00	\$ 2,475.00	\$ 3,260.00	\$ 4,136.00	\$ 2,060.00	\$ 30,131.00
<b>CPW Rentals</b>	11	9	14	10	11	20	13	17	15	4	13	12	149
<b>CPW Revenue</b>	\$4,990.00	\$3,597.50	\$4,990.00	\$2,760.00	\$4,540.00	\$10,589.00	\$7,312.50	\$7,475.00	\$6,025.00	\$4,115.00	\$8,575.00	\$6,795.00	\$71,764.00
<b>2018</b>													
<b>Gym Rentals</b>	152	131	137	101	78	73	70	96	98	119	139	118	1,312
<b>Gym Revenue</b>	\$ 19,245.00	\$ 18,237.00	\$ 14,510.00	\$ 11,025.00	\$ 6,490.00	\$ 7,412.50	\$ 7,340.00	\$ 20,500.00	\$ 8,950.00	\$ 15,396.00	\$ 17,165.00	\$ 16,075.00	\$ 162,345.50
<b>Room Rentals</b>	57	48	66	64	45	56	47	45	52	52	48	55	635
<b>Room Revenue</b>	\$ 4,409.00	\$ 4,202.00	5,385	4,430	1,900	5,180	4,170	\$ 3,117.00	\$ 4,569.00	\$ 2,980.00	\$ 3,365.00	\$ 3,568.00	\$ 47,275.00
<b>CPW Rentals</b>	8	9	13	12	9	20	11	17	8	8	13	9	137
<b>CPW Revenue</b>	\$4,307.50	\$3,457.50	\$5,501	\$4,950	\$4,590	\$10,325	\$5,780	\$5,340	\$6,182	\$4,720	\$6,013	\$4,465	\$65,631.00
Theme Parties													
	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
<b>2019</b>	0	3	1	0	1	3	2	1	2	4	2	2	21
<b>2018</b>	5	5	8	2	5	5	2	1	4	4	3	6	50



## Oak Brook Park District Facility Usage

Facility Usage													
	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
<b>2017</b>	43,582	37,431	45,170	31,760	31,932	35,136	33,194	27,695	17,587	15,789	24,693	24,856	368,825
<b>Weekday Avg.</b>	1,355	1,252	1,597	1,107	1,069	1,342	1,165	911	637	853	976	1,174	1,120
<b>Weekend Avg.</b>	1,531	1,551	1,054	1,071	736	700	944	887	467	672	896	1,037	962
<b>2018</b>	27,978	41,768	44,831	40,154	37,099	41,229	51,465	41,786	33,111	15,789	NA	38,518	413,728
<b>Weekday Avg.</b>	1,453	1,397	1,510	1,338	1,283	1,522	1,646	1,368	1,150	853	NA	1,372	1,354
<b>Weekend Avg.</b>	1,499	1,729	1,291	1,339	949	1,031	1,693	1,145	1,011	672	NA	1,106	1,224
<b>2019</b>	35,683	37,845	45,404	32,925	32,834	36,793	38,389	29,144	NA	27,461	26,199	27,917	370,593
<b>Weekday Avg.</b>	1,183	1,300	1,354	946	916	1,081	1,096	981	NA	881	865	876	1,043
<b>Weekend Avg.</b>	1,207	1,317	1,890	1,515	1,586	1,517	1,648	838	NA	900	891	961	1,297



## Oak Brook Park District Family Recreation Center Membership Usage Data

*Members												
	January	February	March	April	May	June	July	August	September	October	November	December
<b>2016</b>	3,524	3,456	3,704	3,623	4,053	4,204	4,333	4,220	3,603	3,571	3,600	3,757
<b>Resident</b>	54%	53%	54%	56%	54%	52%	52%	52%	56%	55%	57%	56%
<b>Non Resident</b>	46%	47%	46%	44%	46%	48%	48%	48%	44%	45%	43%	44%
<b>EFT</b>	2,216	2,674	2,188	2,170	2,205	2,177	2,212	2,207	2,207	2,197	2,209	2,329
<b>2017</b>	3,901	3,715	3,686	3,848	4,150	4,230	4,283	3,812*	3711*	3,665*	3,751	3,859
<b>Resident</b>	55%	53%	53%	54%	53%	52%	52%	54%	55%	55%	53%	52%
<b>Non Resident</b>	45%	47%	47%	46%	47%	48%	48%	46%	45%	45%	47%	48%
<b>EFT</b>	2,481	2,495	2,514	2,538	2,499	2,499	2,511	2,529	2,513	2,520	2,617	2,736
<b>2018</b>	3,902	3,888	4,015	4,132	4,283	4,422	4,457	4,252	3,888	3,816	3,808	3,843
<b>Resident</b>	52%	52%	52%	52%	51%	50%	51%	52%	53%	53%	53%	52%
<b>Non Resident</b>	48%	48%	48%	48%	49%	50%	49%	48%	47%	47%	47%	48%
<b>EFT</b>	2,827	2,836	2,845	2,829	2,810	2,781	2,765	2,763	2,756	2,705	2,724	2741
<b>2019</b>	3,920	3,910	4,053	4,164	4,261	4,386	4,444	4,291	3,707	3,694	3,714	3,787
<b>Resident</b>	52%	52%	52%	51%	50%	50%	50%	49%	53%	53%	53%	53%
<b>Non Resident</b>	48%	48%	48%	49%	50%	50%	50%	51%	47%	47%	47%	47%
<b>EFT</b>	2,806	2,790	2,747	2,746	2,705	2,680	2,678	2,557	2,567	2,577	2,592	2,673
Usage												
	January	February	March	April	May	June	July	August	September	October	November	December
<b>2016</b>	13,418	13,216	12,915	12,360	11,828	11,750	11,538	10,900	9,097	10,625	10,233	10,034
<b>2017</b>	12,631	11,559	12,351	11,245	14,711	16,596	17,065	12,568*	8238*	12,812	13,327	14,178
<b>2018</b>	15,909	13,043	16,047	14,383	14,333	14,782	15,768	13,472	11,150	13,441	13,424	13,933
<b>2019</b>	15,079	14,004	16,220	13,972	13,287	14,710	17,004	12,887	11,176	12,904	13,586	13,744

\*Locker Room Renovation began August 14, 2017

Re-opened December 1st, 2017



# Memo

**To:** Board of Commissioners  
**From:** Bob Johnson, Director of Parks and Planning  
**Date:** January 14, 2020  
**Re:** Board Report

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- The ice rink remains closed due to high temperatures. Staff continues to monitor the weather and will determine if and when the liner can be installed and flooded.
- Holiday decorations and lights have been removed from Central Park facilities.
- Approximately thirty dead trees were removed from Central Park including crab, hawthorn, and several spruce. Many of these trees had been in decline for several years. Staff will continue to plant diverse native species annually throughout the parks.
- Permits for work at Central Park North are currently under review with the Village of Oak Brook, DuPage County, and the Army Corps of Engineers.
- The District was not awarded the tourism grant offered through the Department of Commerce and Economic Opportunity which would have funded the outdoor restrooms at Central Park North. Staff is researching alternative funding solutions.
- Please see agenda histories for additional information.



# Oak Brook Park District

## BOARD MEETING

### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: RESOLUTION 19-1217: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR SPORTS CORE MANAGEMENT SERVICES BETWEEN THE VILLAGE OF OAK BROOK AND THE OAK BROOK PARK DISTRICT**

**AGENDA No.: 7 A**

**MEETING DATE: JANUARY 20, 2020**

**STAFF REVIEW:**

Deputy Director, Dave Thommes

**RECOMMENDED FOR BOARD ACTION:**

Executive Director, Laure Kosey

**ITEM HISTORY(PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

The Board of Commissioners approved an Intergovernmental Agreement and a resolution at the December 17, 2018 board meeting for a three-year contract securing Pool Management Services Between the Village of Oak Brook and the Oak Brook Park District beginning at the 2019 outdoor pool season. The contract requires the mutual consent of both parties annually to initiate each successive year of the agreement.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

The Village had requested an extension of the contractual deadline of November 15th annually to confirm mutual agreement of continuing the contract. The Park District agreed to extend the deadline into December.

In addition to the pool management at the Bath and Tennis Club, the Village and the Park District have also been discussing the possibility of the Park District managing the Bath and Tennis Club tennis courts and athletic fields.

At the January 14, 2020 Village of Oak Brook Board Meeting, the Village Trustees voted 6 – 0 to approve an intergovernmental agreement between the Oak Brook Park District and the Village of Oak Brook for the Park District to operate the Village owned, Sports Core. The Sports Core consists of the grass soccer fields, aquatic facility and the tennis courts and related programming for all areas.

**ACTION PROPOSED:**

A Motion (and a Second) to approve Resolution 19-1217: A Resolution Approving an Intergovernmental Agreement for Sports Core Management Services between the Village of Oak Brook and the Oak Brook Park District.

**RESOLUTION NO. R19-1217**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR  
SPORTS CORE MANAGEMENT SERVICES BETWEEN  
THE VILLAGE OF OAK BROOK AND THE OAK BROOK PARK DISTRICT**

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WHEREAS, Article VII, §10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act of the State of Illinois (5 ILCS 220/1, *et seq.*) authorize units of local government to contract or otherwise associate among themselves to exercise, combine or transfer any power or function, in any manner not prohibited by law; and to contract with any one or more other public agencies to perform any governmental service, activity or undertaking, or to combine, transfer or exercise any powers, functions, privileges or authority which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, Article VII, §10 of the 1970 Illinois Constitution further provides that units of local government may contract and otherwise associate with individuals, associations and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, such provisions of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act of the State of Illinois encourage mutual cooperation for matters of mutual concern; and

WHEREAS, the Oak Brook Park District (the “Park District”) and the Village of Oak Brook (the “Village”) are “units of local government” as defined under Paragraph 2 of the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*; and

WHEREAS, The Village owns the Sports Core pool, tennis courts, and athletic fields located at 800 Oak Brook Road, Oak Brook Illinois (“Sports Core”), and desires to engage the Park District to perform management services at the Sports Core as described in the Intergovernmental Agreement For Sports Core Management Services; and.

WHEREAS, The Park District desires to perform management services at the Sports Core for the recreational benefit of the residents of the Village and the Park District.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, as follows:

**Section 1.** An “Intergovernmental Agreement For Sports Core Management Services Between the Village of Oak Brook and the Oak Brook Park District” (the “Agreement”), is hereby approved, and the President and Secretary of the Park District are hereby, respectively, authorized to execute and attest the Agreement in substantially the form attached hereto as Exhibit "A".

**Section 2.** All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed to the extent of the conflict.

**Section 3.** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED AND APPROVED THIS 20TH DAY OF JANUARY 2020**

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

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

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Sharon Knitter, President

ATTEST:

\_\_\_\_\_  
Laure Kosey, Secretary

Exhibit A  
Intergovernmental Agreement for Sports Core Management Services  
Between the Village of Oak Brook and the Oak Brook Park District

**INTERGOVERNMENTAL AGREEMENT FOR SPORTS CORE MANAGEMENT SERVICES  
VILLAGE OF OAK BROOK—OAK BROOK PARK DISTRICT**

This INTERGOVERNMENTAL AGREEMENT ("Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date") is by and between the VILLAGE OF OAK BROOK, 1200 Oak Brook Road, Oak Brook Illinois 60523, an Illinois municipal corporation ("Village") and the OAK BROOK PARK DISTRICT, 1450 Forest Gate Road, Oak Brook, Illinois 60523, an Illinois unit of local government ("Park District"). The Village and the Park District are sometimes referred to herein as "Party" and collectively as "Parties."

In consideration of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**SECTION 1. RECITALS.**

- A. The Village owns the Village Pool located at 800 Oak Brook Road, Oak Brook Illinois ("Village Pool"), and desires to engage the Park District to perform management services at the Village Pool as described in this Agreement. Whenever reference is made in this Intergovernmental Agreement to the Village Pool, it shall be a reference to all Pools presently located at 800 Oak Brook Road.
- B. The Village owns the Tennis Court located at 800 Oak Brook Road, Oak Brook Illinois ("Tennis Court"), and desires to engage the Park District to perform management services at the Tennis Court as described in this Agreement. Whenever reference is made in this Intergovernmental Agreement to the Tennis Court, it shall be a reference to all eight clay courts presently located at 800 Oak Brook Road.
- C. The Village owns the Soccer Field located at 800 Oak Brook Road, Oak Brook Illinois ("Soccer Field"), and desires to engage the Park District to perform management services at the Soccer Field as described in this Agreement. Whenever reference is made in this Intergovernmental Agreement to the Soccer Field, it shall be a reference to all Fields presently located at 800 Oak Brook Road.
- D. Collectively the Village Pool, Tennis Court and Soccer Field as defined above shall be referred to herein as the "Facilities." The Village and the Park District mutually desire that the Park District assume the management and operation of the Facilities pursuant to the terms and conditions set forth in this Agreement (including but not by limitation the terms and conditions set forth in Exhibit A) for the recreational benefit of the residents of the Village and the Park District (the "Services").

**SECTION 2. RETENTION, COMMENCEMENT AND REPORTING.**

- A. Retention. The Village hereby retains the Park District and the Park District agrees to perform the Services as set forth herein.



- B. Commencement; Term; Time of Performance; Termination. The Park District shall commence performance of the Services annually, beginning on February 1, (“Commencement Date”) and shall continue to perform the Services until the termination of this Agreement (“Time of Performance”). Unless terminated earlier pursuant to the terms and conditions of this Agreement, the term of this Agreement shall be three years. (“Term”). On or before October 1 of each calendar year that this Agreement is in effect, the Park District shall have the right to terminate this Agreement, which shall be effective on February 1 of the next ensuing year. Upon termination for any reason, or upon expiration of this Agreement, the Park District shall promptly return possession the Facilities to the Village in substantially the same condition as existed upon the Effective Date, normal wear and tear excepted.
- C. Reporting. The Park District shall regularly report to the Village Manager, or his designee, regarding the performance of the Services. The Village shall have the right to inspect any and all financial information relating to the performance of services described for the time period in which the Park District is performing the services described herein.

### **SECTION 3. COMPENSATION AND METHOD OF PAYMENT.**

- A. Payment.
1. On or before the Effective Date, the Park District shall pay to the Village \$1.00 (one dollar and no cents) per year (“Agreement Amount”).
  2. Except as otherwise provided in this Agreement, the Park District shall collect and retain all gross revenues generated by operation of the Facilities and shall pay for all labor and materials reasonably necessary for the operation of the Facilities.
  3. The Park District agrees to invest 25% of the net profit from its operation of the Facilities for the purpose of improving the Facilities and related structures and the operation thereof in its reasonable discretion (“Annual Improvements”). Before proceeding with the Annual Improvements, the Park District shall provide notice to the Village stating the dollar amount equal to 25% of the annual net profit and describing the intended Annual Improvements (“Annual Improvements Notice”). In the event the Village does not agree on the intended Annual Improvements it shall notify the Park District in writing within fourteen days after its receipt of the Annual Improvements Notice. The Village’s notification shall set forth the specific reasons for its objection. Promptly after the Park District’s receipt of the Village’s response to the Annual Improvements Notice, the Parties shall meet and determine a mutually acceptable allocation of the 25% net profit. If no agreement can be reached, either Party may terminate this Agreement upon sixty (60) days advance written notice to the other Party.



- B. Completion of Services. Prior to termination of this Agreement, the Park District shall complete all Services reasonably required to be performed up to and including the date of termination.

**SECTION 4. STAFFING: SUBCONTRACTORS.**

- A. Staffing. The Park District shall provide all personnel necessary to perform the Services, including the “key personnel” identified in Exhibit B attached hereto and incorporated herein by this reference. The Park District shall have full right and authority to manage and control all employees hired to provide services at the Facilities except that the Village shall be responsible for the acts, omissions or liabilities of any employee(s) engaged in activities directly for the benefit of, or on behalf of, the Village, including but not limited to any of the following activities: (i) activities that the Village is required to perform under the terms of this Agreement; and (ii) activities that provide a direct benefit exclusively for the Village under the terms of this Agreement, including but not limited to, employees engaged in: (a) concession related activities; (b) pool filling activities; (c) swim team activities; (d) assisting in the delivery of Andre’s duties; (v) mowing and landscaping activities; (e) lightning detection system activities.
- B. Subcontractors. If any personnel or subcontractor engages in any illegal conduct or whose performance is unsatisfactory to the Village in the course of performance of the Services, the Village and the Park District shall meet and discuss said employee or subcontractor within 5 days of notice from the Village. Following said meeting the Park District shall determine whether removal or replacement of said employee or subcontractor is warranted and if it so determines, the Park District shall remove or replace said employee or subcontractor. Park District shall, within 14 days after its receipt of notice from the Village, remove and replace such personnel or subcontractor. Unless approved in advance by the Village, the Park District shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement. The Village shall not hire any subcontractors or employees to provide services, labor or material at any of the Facilities without the prior express consent of the Park District.
- C. Criminal Background Checks. The Park District shall obtain a criminal background check as required by applicable law for any Park District employee providing Services on Village property.

**SECTION 6. INDEMNIFICATION; INSURANCE.**

- A. Indemnification. To the fullest extent permitted by law, each Party shall each indemnify, defend and hold harmless the other Party, its elected and appointed officers, officials, employees, attorneys, volunteers and agents (collectively, the “Indemnitees”), from and against any and all claims, damages, losses and expenses, including but not limited to legal fees (attorneys’ and paralegals’ fees and court costs), incurred by any of the Indemnitees

for injuries to persons or for damage, destruction or theft of property arising out of or resulting from any activity, act or omission of the indemnifying Party (“Indemnitor”), or of any employee, agent, contractor or volunteer of the Indemnitor, but only to the extent caused in whole or in part by any wrongful or negligent act or omission of the Indemnitor.

B. Insurance. Each Party, at its sole cost and expense, shall keep in full force and effect at all times during the Term and any Renewal Term of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with this Agreement. Each Party shall provide coverage that is at least as broad as:

1. Comprehensive general public liability insurance, including contractual liability coverages, and such other types of insurance in such amounts and with such A-rated companies or through self-insurance risk pools as are reasonably acceptable to the Village, but, in any event, no less than \$1,000,000.00 per occurrence. Such insurance shall be evidenced by annually providing to the other Party certificates of insurance. The Park District’s policy (or in the event of self-insurance, coverage evidenced by certificate) will name the Village, its board, board members, employees, volunteers and agents as an additional insured. The Village’s policy (or in the event of self-insurance, coverage evidenced by certificate) will name the Park District, its board, commissioners, employees, volunteers and agents as additional insureds.
2. Workers’ Compensation Insurance covering all costs, statutory benefits and liabilities under State Workers’ Compensation and similar laws for their respective employees. Any employee claim related to this Agreement will be the responsibility of the Party employer and the other Party shall have no obligation whatsoever to provide workers’ compensation for the other Party’s employees.
3. The Village shall maintain property insurance for the full replacement cost of the pool, tennis courts, soccer fields and related structures. The Park District will maintain insurance protecting against damage, destruction, theft or loss of any of its equipment located at the Facilities.
4. For any events where liquor will be consumed, sold or distributed at any of the Facilities during the term of this Agreement, the Party hosting the event shall maintain liquor liability insurance against damages, claims and liability arising under the Illinois Dram Shop Act and Liquor Control Act in amounts not less than those required in section 6.B.1 above for comprehensive general public liability insurance, and shall also extend that coverage to the other Party as an additional insured.

C. No Personal Liability. No elected or appointed official or employee of either Party shall be personally liable, in law or in contract, to the other Party, as the result of this Agreement, unless such elected or appointed official or employee engages in wrongful conduct that

causes bodily injury or property damage to the other Party, or any of the other Party's elected officials, officers, employees, volunteers agents or assigns.

## **SECTION 7. RESPONSIBILITIES OF THE PARTIES.**

### **Pool**

1. The Park District will keep the pool as a membership arrangement with a resident and non-resident rate but may increase the rates for both proportionately.
2. The Park District shall provide, or cause to be provided all marketing for the Facilities that the Park District determines is reasonable and necessary, including placement of information in their brochure.
3. The Village shall be entitled to collect the fees and related charges from the swim team.
4. The Village will maintain and operate the Concession Stand, at its sole cost and expense for the season. The Village will be entitled to all revenues generated by the Concession Stand. The Park District will have access to the ice machine.
5. The Park District shall be responsible for the opening and closing of the pool.
6. The Park District shall be responsible for the routine annual maintenance and repair of the pool, pool facilities and related pool equipment. The Park District agrees to comply with all applicable federal, state and local laws, regulations, ordinances or rules.
7. Park District shall provide all of the pool staff unless otherwise set forth herein including but not limited to life guards.
8. The Village shall be required to fill the pool at the beginning of each year.
9. The Village will pay Andre's to do the daily cleaning of the locker rooms, however, the life guards shall be required to perform routine spot checking and cleaning of said area.
10. The Village will cut the grass and perform the landscaping services around the pool.
11. The Village will provide and maintain a Thorguard Lightning Detection System at the Village Pool.

### **Tennis**

1. The Park District would open and prepare the 8 clay courts.
2. The Park District shall hire a tennis professional, to manage the tennis program.
3. The Park District shall be required to make any repairs necessary to the nets.
4. The Village shall be required to make any repairs necessary to the fencing. The Village shall continue to provide irrigation to the tennis courts and will coordinate irrigation activities with the Park District before scheduling.

### **Soccer Fields**

1. The Park District shall be responsible for the rental and lease of the soccer fields.
2. The Park District shall be responsible for cutting of the soccer field grass, fertilization and seeding of said fields consistent with the Park District's recreational standards.

3. The Village shall be entitled to collect all revenue from the rental of the soccer building from Eclipse.
4. The Village will continue to operate and maintain all irrigation of the soccer fields, and will coordinate the irrigation schedule with the Park District.

**SECTION 8. RELATIONSHIP OF THE PARTIES, DEFAULT, COOPERATION.**

- A. Relationship of the Parties. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Park District; (ii) to create any relationship between the Village and any subcontractor of the Park District or (iii) create any relationship between the Park District and any employee or subcontractor providing labor, material or services to or on behalf of the Village.
- B. Conflict of Interest. The Park District represents and certifies to the Village that, to the best of its knowledge, (i) no Village employee or agent is interested in the business of the Park District or this Agreement; (ii) as of the date of this Agreement neither the Park District nor any person employed or associated with the Park District has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (iii) neither the Park District nor any person employed by or associated with the Park District will at any time during the Term or any Renewal Term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement. The Village represents and certifies to the Park District that, to the best of its knowledge, (i) no Park District employee or agent is interested in the business of the Village or this Agreement; (ii) as of the date of this Agreement neither the Village nor any person employed or associated with the Village has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (iii) neither the Village nor any person employed by or associated with the Village will at any time during the Term or any Renewal Term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- C. Sexual Harassment Policy. Each Party hereby certifies to the other Party that is has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).
- D. Compliance with Laws and Grants. Each Party shall give all notices, pay all fees, and take all other action that may be necessary to ensure that their respective duties under this Agreement are performed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with said duties, and with all applicable statutes, ordinances, rules, and regulations, including without limitation: the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative

action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Each Party shall also comply with all conditions of any federal, state, or local grant received by the Village or Park District with respect to this Agreement or the Services. Each Party shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise out of or in connection with that Party's, or its subcontractors', performance of, or failure to perform, its duties hereunder, or any part thereof.

- E. Default. If either Party fails to perform its material duties under the terms of this Agreement ("Event of Default") and fails to cure any such Event of Default within ten business days after the defaulting Party's receipt of written notice of such Event of Default from the non-defaulting Party, then the non-defaulting Party shall have the right, without prejudice to any and all legal and equitable remedies, to pursue any one or more of the following remedies:
  - 1. Cure by Defaulting Party. The non-defaulting Party may require the defaulting Party, within a reasonable time, to take such action as is required to cure the Event of Default; and to take any or all other action necessary to bring the defaulting Party into compliance with this Agreement.
  - 2. Termination of Agreement. The non-defaulting Party may terminate this Agreement if the defaulting Party does not cure an Event of Default within 14 days after defaulting Party's receipt of notice of the default from the non-defaulting Party.
- F. No Additional Obligation. Neither Party is under any obligation as a result of this Agreement to negotiate or enter into any other or additional contracts or agreements with the other Party, or with any vendor solicited or recommended by the other Party.
- G. Mutual Cooperation. The Village agrees to cooperate with the Park District in the performance of the Services, and shall meet with the Park District promptly after the Effective Date to provide the Park District with any information in the Village's possession relevant and helpful to the Park District's performance of the Services, including without limitation, operating manuals, operating checklists, safety information, audits, health department inspection data and financial statements, income/operating statements, warranty and any other information related to operation of any of the Facilities over the last three years. Thereafter the Parties shall meet by agreement. Notwithstanding the foregoing, the Village acknowledges and agrees that the Park District will retain full operational control of the Facilities for the Term and any Renewal Term.

**SECTION 9. GENERAL PROVISIONS.**

- A. Amendment. No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved by both Parties, in accordance with applicable procedures, and executed.
- B. Assignment. This Agreement may not be assigned by the Village or by the Park District without the prior written consent of the other Party.
- C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
- D. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail (“e-mail”). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Oak Brook  
1200 Oak Brook Road  
Oak Brook, Illinois 60523

Attention: Riccardo F. Ginex, Village Manager  
E-mail: [rginex@oak-brook.org](mailto:rginex@oak-brook.org)

Notices and communications to the Park District shall be addressed to, and delivered at,

the following address:

Oak Brook Park District  
1450 Forest Gate Road  
Oak Brook, Illinois 60523

Attention: Laure L. Kosey, Executive Director Ed.D.  
Manager Email: [lkosey@obparks.org](mailto:lkosey@obparks.org)

- E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than a Party shall be made or be valid against either Party.
- F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. Time. Time is of the essence in the performance of this Agreement.
- H. Governing Laws. This Agreement shall be interpreted according to the laws of the State of Illinois.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Park District with respect to the Services.
- J. Waiver. No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- K. Exhibits. Exhibits are attached hereto and, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement shall control.
- L. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided to either Party by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.
- M. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the date first above written.

**VILLAGE OF OAK BROOK**

\_\_\_\_\_  
By: Village President

ATTEST:

\_\_\_\_\_  
By: Village Clerk

**OAK BROOK PARK DISTRICT**

\_\_\_\_\_  
By: President, Board of Park Commissioners

ATTEST:

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





# Oak Brook Park District

## BOARD MEETING

### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: CENTRAL PARK NORTH EQUIPMENT**

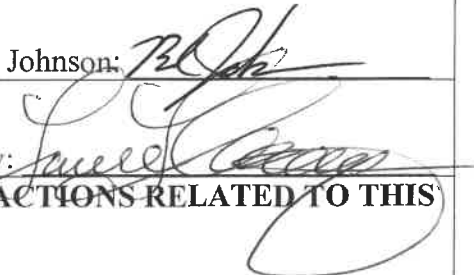
**AGENDA No. 7 B**

**MEETING DATE: JANUARY 20, 2020**

**STAFF REVIEW:**

Director of Parks and Planning, Bob Johnson: 

**RECOMMENDED FOR BOARD ACTION:**

Executive Director, Laure Kosey: 

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

The athletic fields at Central Park North will require additional soccer and lacrosse goals, player benches, and bleachers in order to meet recreational standards for the site. The purchase of this equipment may be subsidized fully or partially from a tourism grant that was applied for through the Department of Commerce and Economic Opportunity. The Park District is awaiting the results of that grant. Should that funding not be available, the purchase of this equipment would be made utilizing capital funds.

The quantities requested are:

7' x 21' wheeled soccer goal with net and anchor weights	Four (4) pair
6.5' x 18.5' wheeled soccer goal with net and anchor weights	Two (2) pair
4' x 6' soccer goal with net	Two (2) pair
6' x 6' standard lacrosse goal with net	Two (2) pair
8' portable aluminum bench	Ten (10)
19' three-row aluminum bleacher	Ten (10)
16' protective team shelter bench	Ten (10)

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

Because funding from the Department of Commerce and Economic Opportunity Sports Tourism Grant was not awarded to the District, staff recommends purchasing soccer and lacrosse goals only at this time.

The Park District solicited bids for *Keeper Goals* brand, or approved equivalent, soccer goals, lacrosse goals, player benches, and bleachers. A single bid was received from *Keeper Goals* for the equipment as specified. This brand is consistent with all existing goals owned by the Park District, and the bid includes an 11% discount. Staff has found the equipment from this manufacturer to be of exceptional quality and durability.

At this time, staff recommends accepting the bid from *Keeper Goals* for the purchase of soccer and lacrosse goals only in the amount not-to-exceed \$40,106.

**ACTION PROPOSED:**

A motion (and a second) to approve the bid from *Keeper Goals* in the amount not-to-exceed \$40,106 for the purchase of soccer and lacrosse goals as specified.



# Oak Brook Park District

## BOARD MEETING

### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: ORDINANCE NO. 20-0120: AN ORDINANCE AUTHORIZING AND PROVIDING FOR AN INSTALLMENT AGREEMENT, THE ISSUANCE OF AN AGGREGATE \$450,000 DEBT CERTIFICATES, SERIES 2020, BY AND FOR THE OAK BROOK PARK DISTRICT, DUPAGE AND COOK COUNTIES, ILLINOIS**

**AGENDA NO.:** 7 C

**MEETING DATE:** JANUARY 20, 2020

**STAFF REVIEW:** Chief Financial Officer, Marco Salinas:

**RECOMMENDED FOR BOARD ACTION:** Executive Director, Laure Kosey:

**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY)**

The Oak Brook Park District (“District”) desires to install new LED outdoor lighting fixtures at our Central Park North fields as well as replace existing HID outdoor lighting located at our Central Park (collectively the “project”). The costs to carry-out this project will approximate \$950,000, which the District desires to pay for, by obtaining financing. To secure such financing, the District reached out to Hinsdale Bank & Trust Company (“Hinsdale”), as well as Fifth Third Bank (“Fifth Third”) to request proposals/commitments for financing in the amount of \$950,000, to be repaid over five years.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

Hinsdale responded to the District’s request with a written commitment for debt certificates that require repayment over five years with a fixed annual interest rate of 2.45%. Fifth Third responded to the District’s request with a written proposal for a term loan that requires repayments over five years with an annual interest rate consisting of either the 5-year swap adjusted treasury rate plus 1.50% (total rate of 3.02% as of November 20, 2019), or an annual interest rate consisting of the 30-day LIBOR plus 1.50% (total rate of 3.22% as of November 19, 2019).

After subsequent discussions between the District, Hinsdale, Fifth Third, and the Village of Oak Brook (“Village”), the district determined that it is in its best interest to pursue \$500,000 in financing directly from the Village with a fixed interest rate of 2% as well as \$450,000 in financing from Hinsdale, with such proceeds to be used to pay for the project.

At the December 16, 2019 Board of Commissioners meeting, the Board accepted the financing commitment received from Hinsdale. Finance staff subsequently reached out to bond counsel, Taft Stettinius & Hollister LLP (“Taft”) to engage their services for the preparation of the necessary ordinance, installment contract and other documents to secure the financing with Hinsdale. The accompanying ordinance and other documents have been prepared by Taft and have been reviewed by finance staff, as well as by our general counsel. We anticipate closing on this financing on or about January 24, 2020.

**ACTION PROPOSED:**

A Motion (and a second) to approve Ordinance No. 20-0120: An ordinance authorizing and providing for an installment purchase agreement, the issuance of an aggregate \$450,000 Debt Certificates, Series 2020, by and for the Oak Brook Park District, DuPage and Cook Counties, Illinois.

Excerpt of Minutes of a regular public meeting of the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, held at the Oak Brook Park District Family Recreation Center, 1450 Forest Gate Road, Oak Brook, Illinois, at 6:30 P.M., on the 20th day of January, 2020.

The President called the meeting to order and directed the Secretary to call the roll.

Upon the roll being called the following Commissioners answered present:

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The following Commissioners were absent:

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After a discussion of the necessity of the acquisition and installation of LED lighting at District facilities for the benefit of the inhabitants of the District, by installment purchase thereof, \_\_\_\_\_ presented and the Secretary read in by title an ordinance the complete text of which is set out below as follows:

ORDINANCE \_\_\_\_\_

AN ORDINANCE AUTHORIZING AND PROVIDING FOR AN INSTALLMENT PURCHASE AGREEMENT, THE ISSUANCE OF AN AGGREGATE \$450,000 DEBT CERTIFICATES, SERIES 2020, BY AND FOR THE OAK BROOK PARK DISTRICT, DUPAGE AND COOK COUNTIES, ILLINOIS.

WHEREAS, it is deemed advisable, necessary, and in the best interests of the residents of the Oak Brook Park District, DuPage and Cook Counties, Illinois (the “District”) to fund (i) the acquisition and installation of LED lighting at District facilities, and (ii) the costs of issuance of the Certificates (as defined herein), in accordance with the plans and specifications therefor, prepared for the Board of Park Commissioners of the District (the “Board”), approved by the Board and on file with the Secretary (the “Improvements”); and

WHEREAS, pursuant to the provisions of Local Government Debt Reform Act, 30 ILCS 350/17 (the “Act”), the District has the power and authority to purchase any real and personal property for public purposes pursuant to contracts which provide for the consideration for such purchase to be paid in installments during a period not exceeding twenty (20) years; and

WHEREAS, it is deemed advisable, necessary and in the best interests of the District and the residents thereof that portions of the Improvements be purchased by an installment purchase agreement entered into pursuant to said Act; and

WHEREAS, the District shall enter into a contract with the Treasurer of the District (the “Counter-party”) to purchase or lease either real or personal property through an installment purchase agreement and issue certificates evidencing the indebtedness incurred under the agreement. The installment purchase agreement shall be in substantially the form set forth in Section 5 of this Ordinance (the “Contract” or the “Installment Purchase Agreement”). Further, the District may enter into contracts with contractors to sell and construct the Improvements, all

as more fully identified in the agreements between the District and said contractors attached to the Contract as Exhibit A. The Contract, including costs, is for the sum of \$450,000, and it provides for the completion and transfer of said Improvements to the District; and

WHEREAS, the District will issue the aggregate \$450,000 Debt Certificates, Series 2020 of the District evidencing the indebtedness incurred pursuant to the Contract (the “Certificates”) and will deposit the principal proceeds of the sale of the Certificates relating to the construction into a certain construction fund held by the District, whereby the Counter-party will receive a portion of the payment for the Improvements as they are acquired and completed and the principal proceeds of sale of the Certificates relating to the costs of issuance will be deposited with the District to pay for costs; and

WHEREAS, it is necessary for the Board to approve the form of Contract, including the form, terms and provisions of the Certificates, and authorize and direct the execution thereof:

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, as follows:

Section 1. Incorporation of Preambles. The preambles to this ordinance are hereby incorporated into this text as if set out herein in full.

Section 2. Contract a Direct Obligation, Pledge of Funds to Pay Amounts Due under the Contract. The District hereby represents, warrants and agrees that the obligation to make the payments due under the Contract shall be a direct obligation of the District payable from the corporate funds of the District and such other sources of payment as are herein pledged or otherwise lawfully available.

Section 3. Issuance of Certificates. It is hereby found and determined that the District has been authorized by law to issue, and that it is necessary and in the best interests of

the District to authorize the issuance of, the Certificates upon the terms and subject to the conditions set forth in the form of Contract hereinafter set forth.

Section 4.     Further Acts. From and after the effective date of this ordinance, the President and Secretary be and they are hereby authorized and directed to execute the Contract and the Certificates herein provided for and to do all things necessary and essential, including the execution of any documents and certificates necessary to carry out the provisions thereof.

Section 5.     Forms Approved. The Contract and the Certificates shall be in substantially the following forms. The President and Secretary are hereby authorized to agree to such additions, modifications, amendments or clarifications as may be appropriate prior to execution of such documents, their execution to constitute their approval of any such additions, modifications, amendments or clarifications and further to constitute conclusive and binding approval hereunder:

**INSTALLMENT PURCHASE AGREEMENT FOR THE CONSTRUCTION OF  
CERTAIN CAPITAL PROJECTS FOR THE  
OAK BROOK PARK DISTRICT, DUPAGE AND COOK COUNTIES, ILLINOIS**

This INSTALLMENT PURCHASE AGREEMENT, made as of this \_\_ day of January, 2020 (the “Contract”), by and between the Treasurer of the Oak Brook Park District, DuPage and Cook Counties, Illinois (the “Counter-party”), and the Oak Brook Park District, DuPage and Cook Counties, Illinois, a municipal corporation of the State of Illinois (the “District”);

WITNESSETH:

WHEREAS, the District has determined to acquire and install LED lighting at District Facilities and to pay the costs of issuance of the Certificates (as hereinafter defined), all in accordance with the plans and specifications therefor, prepared for the Board of Park Commissioners of the District (the “Board”), approved by the Board and on file with the Secretary (the “Improvements”); and

WHEREAS, pursuant to the Local Government Debt Reform Act, 30 ILCS 350/17 (the “Act”), the District has the power and authority to purchase any real and personal property for public purposes pursuant to a contract which provides for the consideration for such purchase to be paid in installments during a period not exceeding twenty (20) years; and

WHEREAS, it is deemed advisable, necessary and in the best interests of the District and the residents thereof that the Improvements be purchased by an installment purchase agreement entered into pursuant to said Act; and

WHEREAS, the Counter-party has offered to perform its contract obligations which will result in the construction and installation of the Improvements on the terms as hereinafter provided and to convey said Improvements to the District; and

WHEREAS, the District will issue the aggregate \$450,000 Debt Certificates, Series 2020 of the District evidencing the indebtedness incurred pursuant to this Contract (the "Certificates") and will deposit the principal proceeds of sale of the Certificates relating to the Improvements into a certain construction fund established by the District, whereby the Counter-party will receive payment for the Improvements as they are acquired and completed and the principal proceeds of sale of Certificates relating to the costs of issuance will be deposited with the District to pay for costs;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and other valuable consideration, it is mutually agreed by and between the Counter-party and the District as follows:

1. Counter-party agrees to cause the Improvements to be constructed and acquired and sold to the District, all in accordance with the contract documents enumerated in the agreement between the District and the list of contractors attached hereto as Exhibit A (the "Contract Document"), all of which Contract Document is made a part hereof by reference, the same as if set out in full herein. The Contract Document constitutes a contract with the respective contractors which are, respectively, individually responsible for the acquisition, construction and installation of their portion of the Improvements.

2. Counter-party agrees to cause the completion and transfer of the Improvements to the District, and District agrees to purchase the Improvements from Counter-party and to pay for costs directly and to pay therefor the principal sum of \$450,000 (the "Deferred Payment Amount"), to be paid in semi-annual installments on March 1 and on September 1 of each of the years, and in the aggregate amounts and bearing interest on the unpaid balance from the date of this Contract as set forth above at the rates of 2.45% per annum as follows (which amortization schedule shall be revised as necessary to reflect the final negotiation of the financing terms consistent with the Ordinance):

<u>Year</u>	<u>Amount</u>
9/01/2020	\$ 6,645.63
3/01/2021	90,313.82
9/01/2021	4,473.68
3/01/2022	92,485.76
9/01/2022	3,395.54
3/01/2023	93,563.90
9/01/2023	2,290.97
3/01/2024	94,668.47

9/01/2024	1,159.35
3/01/2025	95,800.10

The Deferred Payment Amount unpaid and outstanding from time to time shall bear interest from the date of this Contract. Interest calculated as provided herein from the date of this Contract is the maximum amount which may become due under this Contract.

3. Ownership in and to the Improvements, whether or not completed, during all stages of construction and installation, shall and does vest immediately in the District, and, in the event of a default hereunder by District, Counter-party shall not remove or take any action to remove any part or all of the materials theretofore delivered or erected in connection with the Improvements. Counter-party shall deliver to the District all necessary contractors' and sub-contractors' affidavits and all necessary waivers and releases from all persons who have performed work and labor on or in connection with, furnished services in connection with, or supplied equipment, materials or supplies to or in connection with the construction and installation of the Improvements. Counter-party shall not be restricted from filing claims against the funds held by the District pursuant to the provisions of applicable state law.

4. A coordinator appointed by the District, shall act as consulting engineer (the "Consulting Engineer") for the acquisition, construction and installation of the Improvements for and on behalf of the parties. The Consulting Engineer shall generally oversee the construction and installation of the Improvements and shall perform the duties and execute the certificates and other papers provided to be performed or executed by the Consulting Engineer as in this Contract provided.

5. Counter-party hereby assigns and transfers to the holders of the Certificates all of its right, title and interest in and to this Contract, including the right to payment of the Deferred Payment Amount and the interest payable thereon. The District hereby consents to and approves the assignment of Counter-party's rights hereunder and agrees to issue the Certificates to evidence the indebtedness incurred and the amounts payable by the District hereunder in an amount equal to the Deferred Payment Amount. The Certificates shall contain all the terms of the Contract, whether specifically stated in the Certificates or not, and the Counter-party and the District shall make the Contract reasonably available to any holder of a Certificate. Upon the issuance of the Certificates, the District shall make the payments required under this Contract to pay the principal of, premium, if any, and interest on the Certificates directly to the Paying Agent (as such term is hereinafter defined). The Certificates shall be dated the date of delivery thereof, shall each be designated "Debt Certificates, Series 2020" and each of the Certificates shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$100,000 and \$1 increments in excess thereof (but no single Certificate shall represent installments of principal maturing on more than one date) and shall be numbered 1 and upward.

Interest on the Certificates shall be payable from the interest payment date to which interest has been paid next preceding the authentication date of the Certificates unless the Certificates are authenticated after the fifteenth day of the month next preceding an interest payment date and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless the Certificates are authenticated on or before August 15, 2020, in which case they shall bear interest from the original date, until the principal shall be



fully paid. Such interest (computed upon the basis of a 360-day year consisting of twelve 30-day months) shall be payable on March 1 and September 1 of each year, commencing on September 1, 2020. The Treasurer of the Oak Brook Park District, DuPage and Cook Counties, Illinois (the "Certificate Registrar" or "Paying Agent") is hereby appointed to serve as Certificate Registrar and Paying Agent. Interest on each Certificate shall be paid by check or draft of the Paying Agent, payable in lawful money of the United States of America, to the address of the person in whose name any such Certificate is registered at the close of business on the 15th day of the month preceding the interest payment date or at such other address furnished in writing by such person to the Paying Agent. The principal of the Certificates shall be payable in lawful money of the United States of America at the designated office of the Paying Agent.

Notwithstanding the foregoing, if payment of principal, premium, if any, or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The District shall make all payments of principal, premium, if any, and interest on the Certificates to the Paying Agent so that they are received at the Paying Agent by 1:00 p.m. (New York District time) and the Paying Agent shall be instructed to wire transfer such payments so that they are received at the depository by 2:30 p.m. (New York District time).

The Certificates are subject to optional redemption prior to maturity at any time upon thirty (30) days' notice at the price of par plus interest accrued to the date of redemption.

The Certificates may be subject to mandatory sinking fund redemption prior to maturity.

The Certificates shall be signed by the manual or facsimile signatures of the President and Secretary, and the seal of the District shall be affixed thereto or printed thereon, and in case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Certificates shall bear the date of authentication and shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Certificate Registrar as authenticating agent of the District. No Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Contract unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Contract. The certificate of authentication on any Certificate shall be deemed to have been executed by the Certificate Registrar if signed by an authorized officer of the Certificate Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Certificates issued hereunder.

The District shall cause books (the "Certificate Register") for the registration and for the transfer of the Certificates as provided in this Contract to be kept at the designated office of the Certificate Registrar, which is hereby constituted and appointed the registrar of the District for the Certificates. The District is authorized to prepare, and the Certificate Registrar shall keep

custody of, multiple Certificate blanks executed by the District for use in the transfer and exchange of Certificates.

The District has determined that it may be beneficial to the District to have the Certificates held by a central depository system pursuant to an agreement between the District and The Depository Trust Company, New York, New York (“Depository Trust Company” or “DTC”) and have transfers of the Certificates effected by book-entry on the books of the central depository system (“Book Entry System”). The Certificates may be initially issued in the form of a separate single authenticated fully registered Certificate for the aggregate principal amount of each separate maturity of the Certificates. In such case, upon initial issuance, the ownership of such Certificates shall be registered in the register kept by the Certificate Registrar in the name of CEDE & CO, as nominee of the Depository Trust Company.

With respect to the Certificates registered in the register kept by the Certificate Registrar in the name of CEDE & CO, as nominee of the Depository Trust Company, the District and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner (“Beneficial Owner”)) of the Certificates with respect to (i) the accuracy of the records of the Depository Trust Company or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any certificate holder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any notice with respect to the Certificates including any notice of redemption, or (iii) the payment to any certificate holder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any amount with respect to the principal of, premium, if any, or interest on the Certificates except as otherwise provided herein.

No person other than the Depository Trust Company shall receive an authenticated Certificate evidencing an obligation of the District to make payments of the principal of and premium, if any, and interest on the Certificates pursuant to this Contract. The District, the Certificate Registrar and Paying Agent may treat as and deem the Depository Trust Company to be the absolute owner of each of the Certificates for the purpose of (i) payment of the principal of and premium, if any, and interest on such Certificates; (ii) giving notices of redemption and other notices permitted to be given to owners with respect to such Certificates; (iii) registering transfers with respect to such Certificates; (iv) obtaining any consent or other action required or permitted to be taken of or by owners; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Certificates only to or upon the order of the Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the District's and the Paying Agent's obligations with respect to principal of and premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. Upon delivery by the Depository Trust Company to the District of written notice to the effect that the Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO, and subject to the provisions herein with respect to consents, the words “CEDE & CO” in this Contract shall refer to such new nominee of the Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Certificate is registered in the name of CEDE & CO, as nominee of the Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such Certificates and all notices with respect to such Certificates shall be made and given,

respectively, to the Depository Trust Company as provided in a representation letter from the District to the Depository Trust Company.

Upon receipt by the District of written notice from the Depository Trust Company to the effect that the Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Certificates shall no longer be restricted to being registered in the register of the District kept by the Certificate Registrar in the name of CEDE & CO, as nominee of the Depository Trust Company, but may be registered in whatever name or names the certificate holders transferring or exchanging the Certificates shall designate, in accordance with the provisions of this Contract.

If the District determines that it is in the best interest of the certificate holders that they be able to obtain certificates for the fully registered Certificates, the District may notify the Depository Trust Company and the Certificate Registrar, whereupon the Depository Trust Company will notify the Beneficial Owners of the availability through the Depository Trust Company of certificates for the Certificates. In such event, the Certificate Registrar shall prepare, authenticate, transfer and exchange certificates for the Certificates as requested by the Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever the Depository Trust Company requests the District and the Certificate Registrar to do so, the Certificate Registrar and the District will cooperate with the Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Certificates of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Certificates.

If the Certificates shall no longer be restricted to being registered in the name of the Depository Trust Company, the Certificate Registrar shall cause said Certificates to be printed in blank in such number as the Certificate Registrar shall determine to be necessary or customary; provided, however, that the Certificate Registrar shall not be required to have such Certificates printed until it shall have received from the District indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to certificate holders by the District or the Certificate Registrar with respect to any consent or other action to be taken by certificate holders, the District or the Certificate Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

So long as said Certificates are registered in the name of the Depository Trust Company or CEDE & CO or any substitute nominee, the District and the Certificate Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the Certificates or from the Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the Certificates and setting forth the consent, advice, direction, demand or vote of the Beneficial

Owners as of a record date selected by the Certificate Registrar and the Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the certificate holders for purposes of this agreement and the District and the Certificate Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the certificate holders. Along with any such certificate or representation, the Certificate Registrar may request the Depository Trust Company to deliver, or cause to be delivered, to the Certificate Registrar a list of all Beneficial Owners of the Certificates, together with the dollar amount of each Beneficial Owner's interest in the Certificates and the current addresses of such Beneficial Owners.

The President is authorized to execute and deliver, on behalf of the District, such letters to or agreements with DTC as shall be necessary to effectuate the Book-Entry System.

The Certificate Registrar shall not be required to transfer or exchange any certificate during the period commencing at the close of business on the 15th day of the month next preceding any interest payment date on any such Certificate and in any event ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen days next preceding mailing of a notice of redemption of any Certificate.

Upon surrender for transfer of any Certificate at the designated office of the Certificate Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Certificate Registrar and duly executed by the registered owner or such owner's attorney duly authorized in writing, the District shall execute and the Certificate Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Certificate or Certificates of the same maturity and interest rate of authorized denominations, for a like aggregate principal amount. Any fully registered Certificate or Certificates may be exchanged at said office of the Certificate Registrar for a like aggregate principal amount of Certificate or Certificates of the same maturity and interest rate and in authorized denominations. The execution by the District of any fully registered Certificate shall constitute full and due authorization of such Certificate and the Certificate Registrar shall thereby be authorized to authenticate, date and deliver such Certificate, provided, however, the principal amount of outstanding Certificates of each maturity authenticated by the Certificate Registrar shall not exceed the authorized principal amount of Certificates for such maturity less previous retirements.

The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of, premium, if any, or interest on any Certificate shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Certificates, but the District or the Certificate Registrar may require payment of a sum sufficient to cover any tax or

other governmental charge that may be imposed in connection with any transfer or exchange of Certificates.

6. The Certificates shall be in substantially the following form:

REGISTERED  
NO. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTY OF DUPAGE

OAK BROOK PARK DISTRICT

DEBT CERTIFICATE, SERIES 2020

Interest <u>Rate</u>	Maturity <u>Date</u>	Dated <u>Date</u>	Authentication <u>Date</u>
-------------------------	-------------------------	----------------------	-------------------------------

THE OAK BROOK PARK DISTRICT, DUPAGE AND COOK COUNTIES, ILLINOIS (the "District"), hereby acknowledges itself to owe and for value received hereby promises to pay from the source and as hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date set forth above, the Principal Sum set forth above and to pay interest hereon (computed on the basis of a 360 day year consisting of twelve 30-day months) at the Interest Rate per annum stated above from the interest payment date to which interest has been paid next preceding the Authentication Date of this certificate unless this certificate is authenticated after the fifteenth day of the month next preceding an interest payment date and on or before such interest payment date in which case it shall bear interest from such interest payment date or unless this certificate is authenticated on or before August 15, 2020, in which case it shall bear interest from the Original Date, until the principal is paid, which interest is payable semiannually on March 1 and on September 1 in each year, beginning on September 1, 2020, until said Principal Sum is paid.

Principal of this certificate is payable in lawful money of the United States of America at the office of the Treasurer of the Oak Brook Park District, DuPage and Cook Counties, Illinois, as certificate registrar and paying agent (the "Certificate Registrar" or "Paying Agent"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the District maintained by the Certificate Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Certificate Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books of the Certificate Registrar or at such other address furnished in writing by such Registered Owner to the Paying Agent. Notwithstanding the foregoing, if payment of principal, premium, if any, or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial

institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments so such payments are received at the depository by 2:30 p.m. (New York District time).

This certificate is one of a series of certificates issued by the District in connection with (i) the acquisition and installation of LED lighting at District facilities, and (ii) the payment of the costs of issuance of the \$450,000 Debt Certificates, Series 2020 of the District (the "Certificates"), and has been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement, dated as of the 24th day of January, 2020 (the "Contract"), entered into by and among the District and the Treasurer of the District (the "Counter-party"), to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this certificate assents. This certificate is issued by the District in full compliance with the provisions of the Local Government Debt Reform Act, 30 ILCS 350/17, as in effect on the date of delivery of the certificates, and is authorized by said Board of Park Commissioners of the District, in all respects as provided by law.

This certificate is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the designated office of the Certificate Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Contract, and upon surrender and cancellation of this certificate. Upon such transfer a new certificate or certificates of authorized denominations of the same maturity and interest rate and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Certificates are subject to optional redemption prior to maturity at any time upon thirty (30) days' notice at the price of par plus interest accrued to the date of redemption.

The Certificates are subject to mandatory sinking fund redemption prior to maturity.

The certificates are issued in fully registered form in the denomination of \$100,000 and \$1 increments in excess thereof. This certificate may be exchanged at the designated office of the Certificate Registrar for a like aggregate principal amount of certificates of the same maturity and interest rate and in authorized denominations, upon the terms set forth in the Contract.

The District and the Certificate Registrar may deem and treat the registered holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal and premium, if any, hereof and interest due hereon and for all other purposes and neither the District nor the Certificate Registrar shall be affected by any notice to the contrary.

The certificates will not be initially issued in a Book Entry System (as defined in the Contract). The provisions of this Certificate and of the Contract will not initially be subject to the provisions of the Blanket Issuer Letter of Representations between the District and The Depository Trust Company, or any substitute agreement, effecting such Book Entry System.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this certificate did exist, have happened, been done and performed in regular and due form and time as required by law; that the

indebtedness of the District, including the issue of certificates of which this is one, does not exceed any limitation imposed by law. The District irrevocably covenants to appropriate sufficient moneys on an annual basis to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity. Such principal, premium, if any, and interest are payable from any funds of the District legally available for such purpose. Any failure by the District to make such annual appropriation shall not release the District from its obligation to pay the debt service on the Certificates. THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER DISTRICT TAXES OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY SUCH PRINCIPAL, PREMIUM, IF ANY, AND INTEREST.

This certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

IN WITNESS WHEREOF, said Oak Brook Park District, DuPage and Cook Counties, Illinois, by its Board of Park Commissioners, has caused this certificate to be signed by the manual or facsimile signatures of the President and Secretary, and the seal of the District to be affixed hereto or printed hereon, all as of the Dated Date identified above.

(SEAL)

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

CERTIFICATE OF AUTHENTICATION

This certificate is one of the certificates described in the within mentioned Installment Purchase Agreement and is one of the Debt Certificates, Series 2020, of the Oak Brook Park District, DuPage and Cook Counties, Illinois.

TREASURER, OAK BROOK PARK DISTRICT,  
DUPAGE AND COOK COUNTIES, ILLINOIS, as  
Certificate Registrar

By \_\_\_\_\_  
Authorized Officer

The following abbreviations, when used in the inscription on the face of the within certificate, shall be construed as though they were written out in full according to applicable laws or regulations.

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with right of

survivorship and not as tenants in common

UNIF TRANS MIN ACT - \_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)

under Uniform Transfers to Minors

Act \_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in list above.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_

\_\_\_\_\_ please insert social security or other identifying number of assignee

\_\_\_\_\_ (please print or typewrite name and address of Assignee) the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, Attorney, to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

(End of Form of Certificate)

7. The Certificates hereby authorized shall be executed as in this Contract provided, and thereupon be deposited with the Treasurer who receives the taxes of the District, and be by said Treasurer delivered to the purchaser of the Certificates, namely, Hinsdale Bank & Trust Company, N.A. (the "Purchaser"), upon receipt of the purchase price thereof, the same being \$450,000, the agreement for the sale of the Certificates heretofore entered into is in all respects ratified, approved and confirmed, it being hereby found and determined that the execution and delivery of this Contract and the Certificates is in the best interests of the District and that no



person holding any office of the District either by election or appointment, is in any manner interested, either directly or indirectly, in his own name or in the name of any other person, association, trust or corporation, in this Contract or in the agreement for the purchase of the Certificates contained herein.

8. The proceeds derived from the sale of the Certificates shall be used as follows:

(a) Proceeds relating to the construction and acquisition shall be set aside in a separate fund hereby created and designated as the 2020 Construction Fund (the "Construction Fund"), which the District shall maintain as a separate and segregated account. Money in such fund shall be withdrawn from time to time as needed for the payment of the costs of the Improvements and said money shall be disbursed by the District from time to time as authorized by the District. Funds on deposit in the Construction Fund may be invested by the District Treasurer. All investment earnings in the Construction Fund shall be credited to the Construction Fund.

(b) Proceeds relating to the costs of issuance, if any, shall be deposited with the District to pay for the costs.

9. By acceptance of the Certificates, the certificate holders shall have no obligation or liability under this Contract, nor shall any certificate holder be obligated to perform any of the Counter-party's or District's obligations or duties hereunder, or make any payment hereunder, or make any inquiry as to the sufficiency of any payment made to the Counter-party or present or file any claim or take any other action to enforce performance under this Contract or collect or enforce payment due hereunder or under the Certificates, except as provided in the Certificates.

10. The District hereby represents, warrants and agrees that the obligation to make the payments due under the Contract shall be a direct general obligation of the District payable from (a) the corporate funds of the District, and (b) such other sources of payment as are herein pledged or otherwise lawfully available. The District represents and warrants that (i) the total principal amounts due Counter-party, together with all other general obligations of District, are within all statutory and constitutional debt limitations; (ii) this Contract and the Certificates are the legal, valid and binding obligations of the District, enforceable in accordance with the terms hereof and thereof and that the execution and delivery of this Contract and the Certificates have been duly authorized by all necessary action of the President and Board; and (iii) it will not take any action so as to adversely affect the tax-exempt status of the interest on the Certificates.

The District agrees that it will appropriate funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Contract. Such funds shall be deposited into the Certificate Fund (the "Certificate Fund") which is hereby created. The proceeds of the Certificate Fund shall be used solely and only for paying the Certificates. Interest received from deposits in the Certificate Fund shall be retained in the Certificate Fund for the payment of the Certificates on the interest payment date next after such interest is received.

11. The District covenants that the principal proceeds from the sale of the Certificates shall be devoted to and used with due diligence for the completion of the Improvements. In

order to preserve the exclusion of interest on the Certificates from gross income for federal tax purposes under Section 103 of the Internal Revenue Code of 1986 as existing on the date of issuance of the Certificates (the "Code") and as an inducement to purchasers of the Certificates, the District represents, covenants and agrees that:

(a) The Improvements will be available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. No person or entity, other than the District or another state or local governmental unit, will use more than 10% of the proceeds of the Certificates or property financed by the Certificate proceeds other than as a member of the general public. No person or entity other than the District or another state or local governmental unit will own property financed by Certificate proceeds or will have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, an arrangement such as a take-or-pay or output contract or any other type of arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such property from the use by the general public, unless such uses in the aggregate relate to no more than 10% of the proceeds of the Certificates. If the District enters into a management contract for the Improvements, the terms of the contract will comply with IRS Revenue Procedure 2017-13, as it may be amended, supplemented or superseded from time to time, so that the contract will not give rise to private business use under the Code and the Regulations, unless such use in aggregate relates to no more than 10% of the proceeds of the Certificates.

(b) No more than 10% of the payment of the principal of, premium on, if any, or interest on the Certificates will be (under the terms of the Certificates, this ordinance or any underlying arrangement), directly or indirectly, (i) secured by any interest in property used or to be used for a private business use or payments in respect of such property or (ii) derived from payments (whether or not to the District) in respect of such property or borrowed money used or to be used for a private business use.

(c) No more than 5% of the Certificate proceeds will be loaned to any entity or person other than a state or local governmental unit. No more than 5% of the Certificate proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Certificate proceeds.

(d) The District reasonably expects, as of the date hereof, that the Certificates will not meet either the private business use test described in paragraph (a) and (b) above or the private loan test described in paragraph (c) above during the entire term of the Certificates.

(e) No more than 5% of the proceeds of the Certificates will be attributable to private business use as described in (a) and private security or payments described in (b) attributable to unrelated or disproportionate private business use. For this purpose, the private business use test is applied by taking into account only use that is not related to

any government use of proceeds of the issue (Unrelated Use) and use that is related but disproportionate to any governmental use of those proceeds (Disproportionate Use).

(f) Neither the District nor the Board will take any action or fail to take any action with respect to the Certificates that would result in the loss of the exclusion from gross income for federal tax purposes on the Certificates pursuant to Section 103 of the Code, nor will the District or the Board act in any other manner which would adversely affect such exclusion.

(g) It shall not be an event of default under this ordinance if the interest on any Certificate is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not currently in effect and in existence on the date of issuance of the Certificates.

(h) These covenants are based solely on current law in effect and in existence on the date of delivery of such Certificates.

(i) The District also certifies and further covenants with the purchasers and holders of the Certificates from time to time outstanding, that so long as any of the Certificates remain outstanding, moneys on deposit in any fund or account in connection with the Certificates, whether or not such moneys were derived from the proceeds of the sale of the Certificates or from any other sources, will not be used in a manner which will cause the Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code and any lawful regulations promulgated thereunder, as the same presently exist. It shall not be an event of default under this Contract if the interest on any Certificate is not excludable from gross income for federal tax purposes or otherwise pursuant to any provisions of the Internal Revenue Code which is not currently in effect and in existence on the date of issuance of the Certificates. The District reserves the right, however, to make any investment of such moneys permitted by Illinois law if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation or decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on the Certificates subject to federal income taxation.

12. The District agrees to comply with all provisions of the Internal Revenue Code, which if not complied with by the District, would cause the interest on the Certificates not to be tax exempt in the hands of a holder who is a natural person. The District further agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Certificates; (c) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (d) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the District in such compliance.

13. Counter-party and District further agree to the terms in the contracts for the Improvements and incorporated herein by this reference, except as limited or modified by the

terms hereof. In event of conflict between such contracts and this Contract, this Contract shall be deemed to control.

14. District agrees to supply the Purchaser, at no expense to the Purchaser, the opinion of Taft Stettinius & Hollister LLP, Chicago, Illinois, that, assuming compliance with certain covenants, interest paid pursuant to the Contract is, under federal statutes, decisions, regulations and rulings, existing on the date of issuance, excludable from gross income for purposes of federal income taxation under Section 103 of the Internal Revenue Code.

In addition, District agrees to supply, at no expense to the Purchaser, the opinion of Counsel to the District in such form as required by Taft Stettinius & Hollister LLP to enable said firm to render its opinion, as aforesaid.

15. District recognizes that Section 149(a) of the Internal Revenue Code requires the Certificates to be issued and to remain in fully registered form in order for the interest thereon to be exempt from federal income taxation under laws in force at the time the Certificates are delivered. In this connection, the District agrees that it will not take any action to permit the Certificates to be issued in, or converted into, bearer or coupon form.

16. The Certificate Registrar shall, at the direction of the District, maintain a list of the names and addresses of the holders of all Certificates and upon any transfer shall add the name and address of the new certificate holder and eliminate the name and address of the transferor certificate holder. In addition, the Certificate Registrar shall perform such duties as are agreed to between the Certificate Registrar and the District pursuant to a separate agreement or agreements.

17. All notices and demands required hereunder shall be in writing and shall be deemed to have been given or made when delivered personally or when mailed by registered or certified mail, postage prepaid, addressed as follows:

If to Counter-party, at  
Oak Brook Park District  
1450 Forest Gate Road  
Oak Brook, Illinois 60523  
Attention: Treasurer

If to District, at  
Oak Brook Park District  
1450 Forest Gate Road  
Oak Brook, Illinois 60523  
Attention: President  
With copy to Secretary

IN WITNESS WHEREOF, Counter-party has caused this Contract to be executed by its duly authorized officers and the District, by its Board of Park Commissioners, has caused this Contract to be executed by the President and attested by the Secretary, and the seal of the District to be hereunto affixed, all as of the day and year first above written.

OAK BROOK PARK DISTRICT, DUPAGE AND COOK  
COUNTIES, ILLINOIS

(SEAL)

By \_\_\_\_\_  
President

Attest:

By \_\_\_\_\_  
Secretary

OAK BROOK PARK DISTRICT, DUPAGE AND COOK  
COUNTIES, ILLINOIS

By \_\_\_\_\_  
Treasurer

[End of Form of Installment Purchase Agreement]

Section 6. Duties of Certificate Registrar. If requested by the Certificate Registrar, the President and Secretary are authorized to execute the Certificate Registrar's standard form of agreement between the District and the Certificate Registrar with respect to the obligations and duties of the Certificate Registrar hereunder which may include the following:

- (a) to act as certificate registrar, authenticating agent and transfer agent as provided herein;
- (b) to maintain a list of certificate holders as set forth herein and to furnish such list to the District upon request, but otherwise to keep such list confidential;
- (c) to cancel and/or destroy Certificates which have been redeemed or paid at maturity or submitted for exchange or transfer;
- (d) to furnish the District at least annually a certificate with respect to Certificates cancelled and/or destroyed; and
- (e) to furnish the District at least annually an audit confirmation of Certificates paid or redeemed, Certificates outstanding and payments made with respect to interest on the Certificates.

Section 7. Bank Qualification. The District hereby designates each of the Certificates as a "qualified tax-exempt obligation" for the purposes and within the meaning of

Section 265(b)(3) of the Code. In support of such designation, the District hereby certifies that (i) none of the Certificates will be at any time a “private activity bond” (as defined in Section 141 of the Code) other than a “qualified 501(c)(3) bond” (as defined in Section 145 of the Code) and (ii) not more than \$10,000,000 of obligations of any kind (including the Certificates) issued by or on behalf of the District during calendar year 2020 will be designated for purposes of Section 265(b)(3) of the Code.

Section 8.     Severability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section 9.     Headings. The headings or titles of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this ordinance.

Section 10.    Publication. This Ordinance shall be published in pamphlet form.

Section 11.    Repealer and Effective Date. All ordinances, resolutions, orders or parts thereof in conflict herewith be and the same are hereby repealed, and this ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

First reading waived by action of the Board of Park Commissioners this 20th day of January, 2020.

Passed on second reading this 20th day of January, 2020, pursuant to a roll call vote as follows:

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

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

ABSENT: \_\_\_\_\_

APPROVED by me this 20th day of January, 2020.

\_\_\_\_\_  
President, Oak Brook Park District,  
DuPage and Cook Counties, Illinois

ATTEST:

\_\_\_\_\_  
Secretary, Oak Brook Park District,  
DuPage and Cook Counties, Illinois

Published by me in pamphlet form this \_\_\_ day of January, 2020.

\_\_\_\_\_  
Secretary, Oak Brook Park District,  
DuPage and Cook Counties, Illinois

Commissioner \_\_\_\_\_ moved and Commissioner \_\_\_\_\_ seconded the motion that said ordinance as presented and read by the Secretary be adopted.

After a full discussion thereof, the President directed that the roll be called for a vote upon the motion to adopt the ordinance as read.

Upon the roll being called the following Commissioners voted AYE:

\_\_\_\_\_ and the

following \_\_\_\_\_ Commissioners voted NAY:

\_\_\_\_\_.

Whereupon the President declared the motion carried and the ordinance adopted and henceforth did approve and sign the same in open meeting and did direct the Secretary to record the same in full in the records of this meeting of the President and Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made and seconded, the meeting was adjourned.

\_\_\_\_\_  
Secretary, Oak Brook Park District,  
DuPage and Cook Counties, Illinois



STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF DUPAGE         )

CERTIFICATION OF ORDINANCE, MINUTES  
AND PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Oak Brook Park District, DuPage and Cook Counties, Illinois (the "District"), and as such official I am the keeper of the records and files of the District and the Board of Park Commissioners of said District (the "Board").

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 20th day of January, 2020, insofar as same relates to the adoption of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR AN  
INSTALLMENT PURCHASE AGREEMENT, THE ISSUANCE OF AN  
AGGREGATE \$450,000 DEBT CERTIFICATES, SERIES 2020, BY AND  
FOR THE OAK BROOK PARK DISTRICT, DUPAGE AND COOK  
COUNTIES, ILLINOIS.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, and that the Board has complied with all of the provisions of said Acts and with all of the procedural rules of the Board in the passage of said ordinance.

I do further certify that said ordinance was published by authority of the Board in pamphlet form on the \_\_ day of January, 2020, and said ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as Secretary located in the District.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the District, this \_\_ day of January, 2020.

---

Secretary, Oak Brook Park District  
DuPage and Cook Counties, Illinois

(SEAL)

**INSTALLMENT PURCHASE AGREEMENT FOR THE ACQUISITION OF  
CERTAIN CAPITAL PROJECTS FOR THE  
OAK BROOK PARK DISTRICT, DUPAGE AND COOK COUNTIES, ILLINOIS**

This INSTALLMENT PURCHASE AGREEMENT, made as of this 24th day of January, 2020 (the “Contract”), by and between the Treasurer of the Oak Brook Park District, DuPage and Cook Counties, Illinois (the “Counter-party”), and the Oak Brook Park District, DuPage and Cook Counties, Illinois, a municipal corporation of the State of Illinois (the “District”);

**WITNESSETH:**

WHEREAS, the District has determined to acquire and install LED lighting at District Facilities and to pay the costs of issuance of the Certificates (as hereinafter defined), all in accordance with the plans and specifications therefor, prepared for the Board of Park Commissioners of the District (the “Board”), approved by the Board and on file with the Secretary (the “Improvements”); and

WHEREAS, pursuant to the Local Government Debt Reform Act, 30 ILCS 350/17 (the “Act”), the District has the power and authority to purchase any real and personal property for public purposes pursuant to a contract which provides for the consideration for such purchase to be paid in installments during a period not exceeding twenty (20) years; and

WHEREAS, it is deemed advisable, necessary and in the best interests of the District and the residents thereof that the Improvements be purchased by an installment purchase agreement entered into pursuant to said Act; and

WHEREAS, the Counter-party has offered to perform its contract obligations which will result in the construction and installation of the Improvements on the terms as hereinafter provided and to convey said Improvements to the District; and

WHEREAS, the District will issue the aggregate \$450,000 Debt Certificates, Series 2020 of the District evidencing the indebtedness incurred pursuant to this Contract (the “Certificates”) and will deposit the principal proceeds of sale of the Certificates relating to the Improvements into a certain construction fund established by the District, whereby the Counter-party will receive payment for the Improvements as they are acquired and completed and the principal proceeds of sale of Certificates relating to the costs of issuance will be deposited with the District to pay for costs;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and OTHER valuable consideration, it is mutually agreed by and between the Counter-party and the District as follows:

1. Counter-party agrees to cause the Improvements to be constructed and acquired and sold to the District, all in accordance with the contract documents enumerated in the agreement between the District and the list of contractors attached hereto as Exhibit A (the “Contract Document”), all of which Contract Document is made a part hereof by reference, the same as if set out in full herein. The Contract Document constitutes a contract with the

respective contractors which are, respectively, individually responsible for the acquisition, construction and installation of their portion of the Improvements.

2. Counter-party agrees to cause the completion and transfer of the Improvements to the District, and District agrees to purchase the Improvements from Counter-party and to pay for costs directly and to pay therefor the principal sum of \$450,000 (the “Deferred Payment Amount”), to be paid in semi-annual installments on March 1 and on September 1 of each of the years, and in the aggregate amounts and bearing interest on the unpaid balance from the date of this Contract as set forth above at the rates of 2.45% per annum as follows (which amortization schedule shall be revised as necessary to reflect the final negotiation of the financing terms consistent with the Ordinance):

<u>Year</u>	<u>Amount</u>
9/01/2020	\$ 6,645.63
3/01/2021	90,313.82
9/01/2021	4,473.68
3/01/2022	92,485.76
9/01/2022	3,395.54
3/01/2023	93,563.90
9/01/2023	2,290.97
3/01/2024	94,668.47
9/01/2024	1,159.35
3/01/2025	95,800.10

The Deferred Payment Amount unpaid and outstanding from time to time shall bear interest from the date of this Contract. Interest calculated as provided herein from the date of this Contract is the maximum amount which may become due under this Contract.

3. Ownership in and to the Improvements, whether or not completed, during all stages of construction and installation, shall and does vest immediately in the District, and, in the event of a default hereunder by District, Counter-party shall not remove or take any action to remove any part or all of the materials theretofore delivered or erected in connection with the Improvements. Counter-party shall deliver to the District all necessary contractors' and sub-contractors' affidavits and all necessary waivers and releases from all persons who have performed work and labor on or in connection with, furnished services in connection with, or supplied equipment, materials or supplies to or in connection with the construction and installation of the Improvements. Counter-party shall not be restricted from filing claims against the funds held by the District pursuant to the provisions of applicable state law.

4. A coordinator appointed by the District, shall act as consulting engineer (the “Consulting Engineer”) for the acquisition, construction and installation of the Improvements for and on behalf of the parties. The Consulting Engineer shall generally oversee the construction and installation of the Improvements and shall perform the duties and execute the certificates and other papers provided to be performed or executed by the Consulting Engineer as in this Contract provided.

5. Counter-party hereby assigns and transfers to the holders of the Certificates all of its right, title and interest in and to this Contract, including the right to payment of the Deferred Payment Amount and the interest payable thereon. The District hereby consents to and approves the assignment of Counter-party's rights hereunder and agrees to issue the Certificates to evidence the indebtedness incurred and the amounts payable by the District hereunder in an amount equal to the Deferred Payment Amount. The Certificates shall contain all the terms of the Contract, whether specifically stated in the Certificates or not, and the Counter-party and the District shall make the Contract reasonably available to any holder of a Certificate. Upon the issuance of the Certificates, the District shall make the payments required under this Contract to pay the principal of, premium, if any, and interest on the Certificates directly to the Paying Agent (as such term is hereinafter defined). The Certificates shall be dated the date of delivery thereof, shall each be designated "Debt Certificates, Series 2020" and each of the Certificates shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$100,000 and \$1 increments in excess thereof (but no single Certificate shall represent installments of principal maturing on more than one date) and shall be numbered 1 and upward.

Interest on the Certificates shall be payable from the interest payment date to which interest has been paid next preceding the authentication date of the Certificates unless the Certificates are authenticated after the fifteenth day of the month next preceding an interest payment date and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless the Certificates are authenticated on or before August 15, 2020, in which case they shall bear interest from the original date, until the principal shall be fully paid. Such interest (computed upon the basis of a 360-day year consisting of twelve 30-day months) shall be payable on March 1 and September 1 of each year, commencing on September 1, 2020. The Treasurer of the Oak Brook Park District, DuPage and Cook Counties, Illinois (the "Certificate Registrar" or "Paying Agent") is hereby appointed to serve as Certificate Registrar and Paying Agent. Interest on each Certificate shall be paid by check or draft of the Paying Agent, payable in lawful money of the United States of America, to the address of the person in whose name any such Certificate is registered at the close of business on the 15th day of the month preceding the interest payment date or at such other address furnished in writing by such person to the Paying Agent. The principal of the Certificates shall be payable in lawful money of the United States of America at the designated office of the Paying Agent.

Notwithstanding the foregoing, if payment of principal, premium, if any, or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The District shall make all payments of principal, premium, if any, and interest on the Certificates to the Paying Agent so that they are received at the Paying Agent by 1:00 p.m. (New York District time) and the Paying Agent shall be instructed to wire transfer such payments so that they are received at the depository by 2:30 p.m. (New York District time).

The Certificates are subject to optional redemption prior to maturity at any time upon thirty (30) days' notice at the price of par plus interest accrued to the date of redemption.

The Certificates may be subject to mandatory sinking fund redemption prior to maturity.

The Certificates shall be signed by the manual or facsimile signatures of the President and Secretary, and the seal of the District shall be affixed thereto or printed thereon, and in case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Certificates shall bear the date of authentication and shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Certificate Registrar as authenticating agent of the District. No Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Contract unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Contract. The certificate of authentication on any Certificate shall be deemed to have been executed by the Certificate Registrar if signed by an authorized officer of the Certificate Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Certificates issued hereunder.

The District shall cause books (the "Certificate Register") for the registration and for the transfer of the Certificates as provided in this Contract to be kept at the designated office of the Certificate Registrar, which is hereby constituted and appointed the registrar of the District for the Certificates. The District is authorized to prepare, and the Certificate Registrar shall keep custody of, multiple Certificate blanks executed by the District for use in the transfer and exchange of Certificates.

The District has determined that it may be beneficial to the District to have the Certificates held by a central depository system pursuant to an agreement between the District and The Depository Trust Company, New York, New York ("Depository Trust Company" or "DTC") and have transfers of the Certificates effected by book-entry on the books of the central depository system ("Book Entry System"). The Certificates may be initially issued in the form of a separate single authenticated fully registered Certificate for the aggregate principal amount of each separate maturity of the Certificates. In such case, upon initial issuance, the ownership of such Certificates shall be registered in the register kept by the Certificate Registrar in the name of CEDE & CO, as nominee of the Depository Trust Company.

With respect to the Certificates registered in the register kept by the Certificate Registrar in the name of CEDE & CO, as nominee of the Depository Trust Company, the District and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner ("Beneficial Owner")) of the Certificates with respect to (i) the accuracy of the records of the Depository Trust Company or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any certificate holder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any notice with respect to the Certificates including any notice of redemption, or (iii) the payment to any certificate holder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any amount with respect to the principal of, premium, if any, or interest on the Certificates except as otherwise provided herein.

No person other than the Depository Trust Company shall receive an authenticated Certificate evidencing an obligation of the District to make payments of the principal of and premium, if any, and interest on the Certificates pursuant to this Contract. The District, the Certificate Registrar and Paying Agent may treat as and deem the Depository Trust Company to be the absolute owner of each of the Certificates for the purpose of (i) payment of the principal of and premium, if any, and interest on such Certificates; (ii) giving notices of redemption and other notices permitted to be given to owners with respect to such Certificates; (iii) registering transfers with respect to such Certificates; (iv) obtaining any consent or other action required or permitted to be taken of or by owners; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Certificates only to or upon the order of the Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the District's and the Paying Agent's obligations with respect to principal of and premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. Upon delivery by the Depository Trust Company to the District of written notice to the effect that the Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO, and subject to the provisions herein with respect to consents, the words "CEDE & CO" in this Contract shall refer to such new nominee of the Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Certificate is registered in the name of CEDE & CO, as nominee of the Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such Certificates and all notices with respect to such Certificates shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the District to the Depository Trust Company.

Upon receipt by the District of written notice from the Depository Trust Company to the effect that the Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Certificates shall no longer be restricted to being registered in the register of the District kept by the Certificate Registrar in the name of CEDE & CO, as nominee of the Depository Trust Company, but may be registered in whatever name or names the certificate holders transferring or exchanging the Certificates shall designate, in accordance with the provisions of this Contract.

If the District determines that it is in the best interest of the certificate holders that they be able to obtain certificates for the fully registered Certificates, the District may notify the Depository Trust Company and the Certificate Registrar, whereupon the Depository Trust Company will notify the Beneficial Owners of the availability through the Depository Trust Company of certificates for the Certificates. In such event, the Certificate Registrar shall prepare, authenticate, transfer and exchange certificates for the Certificates as requested by the Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever the Depository Trust Company requests the District and the Certificate Registrar to do so, the Certificate Registrar and the District will cooperate with the Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Certificates of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Certificates.

If the Certificates shall no longer be restricted to being registered in the name of the Depository Trust Company, the Certificate Registrar shall cause said Certificates to be printed in blank in such number as the Certificate Registrar shall determine to be necessary or customary; provided, however, that the Certificate Registrar shall not be required to have such Certificates printed until it shall have received from the District indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to certificate holders by the District or the Certificate Registrar with respect to any consent or other action to be taken by certificate holders, the District or the Certificate Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

So long as said Certificates are registered in the name of the Depository Trust Company or CEDE & CO or any substitute nominee, the District and the Certificate Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the Certificates or from the Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the Certificates and setting forth the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Certificate Registrar and the Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the certificate holders for purposes of this agreement and the District and the Certificate Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the certificate holders. Along with any such certificate or representation, the Certificate Registrar may request the Depository Trust Company to deliver, or cause to be delivered, to the Certificate Registrar a list of all Beneficial Owners of the Certificates, together with the dollar amount of each Beneficial Owner's interest in the Certificates and the current addresses of such Beneficial Owners.

The President is authorized to execute and deliver, on behalf of the District, such letters to or agreements with DTC as shall be necessary to effectuate the Book-Entry System.

The Certificate Registrar shall not be required to transfer or exchange any certificate during the period commencing at the close of business on the 15th day of the month next preceding any interest payment date on any such Certificate and in any event ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen days next preceding mailing of a notice of redemption of any Certificate.

Upon surrender for transfer of any Certificate at the designated office of the Certificate Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Certificate Registrar and duly executed by the registered owner or such owner's attorney duly authorized in writing, the District shall execute and the Certificate Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Certificate or Certificates of the same maturity and interest rate of authorized denominations, for a like aggregate principal amount. Any fully registered Certificate or

Certificates may be exchanged at said office of the Certificate Registrar for a like aggregate principal amount of Certificate or Certificates of the same maturity and interest rate and in authorized denominations. The execution by the District of any fully registered Certificate shall constitute full and due authorization of such Certificate and the Certificate Registrar shall thereby be authorized to authenticate, date and deliver such Certificate, provided, however, the principal amount of outstanding Certificates of each maturity authenticated by the Certificate Registrar shall not exceed the authorized principal amount of Certificates for such maturity less previous retirements.

The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of, premium, if any, or interest on any Certificate shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Certificates, but the District or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates.

6. The Certificates shall be in substantially the following form:

REGISTERED  
NO. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTIES OF DUPAGE AND COOK

OAK BROOK PARK DISTRICT

DEBT CERTIFICATE, SERIES 2020

Interest	Maturity	Dated	Authentication
<u>Rate</u>	<u>Date</u>	<u>Date</u>	<u>Date</u>

THE OAK BROOK PARK DISTRICT, DUPAGE AND COOK COUNTIES, ILLINOIS (the "District"), hereby acknowledges itself to owe and for value received hereby promises to pay from the source and as hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date set forth above, the Principal Sum set forth above and to pay interest hereon (computed on the basis of a 360 day year consisting of twelve 30-day months) at the Interest Rate per annum stated above from the interest payment date to which interest has been paid next preceding the Authentication Date of this certificate unless this certificate is authenticated after the fifteenth day of the month next preceding an interest payment date and on or before such interest payment date in which case it



shall bear interest from such interest payment date or unless this certificate is authenticated on or before August 15, 2020, in which case it shall bear interest from the Original Date, until the principal is paid, which interest is payable semiannually on March 1 and on September 1 in each year, beginning on September 1, 2020, until said Principal Sum is paid.

Principal of this certificate is payable in lawful money of the United States of America at the office of the Treasurer of the Oak Brook Park District, DuPage and Cook Counties, Illinois, as certificate registrar and paying agent (the "Certificate Registrar" or "Paying Agent"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the District maintained by the Certificate Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Certificate Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books of the Certificate Registrar or at such other address furnished in writing by such Registered Owner to the Paying Agent. Notwithstanding the foregoing, if payment of principal, premium, if any, or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments so such payments are received at the depository by 2:30 p.m. (New York District time).

This certificate is one of a series of certificates issued by the District in connection with (i) the acquisition and installation of LED lighting at District facilities, and (ii) the payment of the costs of issuance of the \$450,000 Debt Certificates, Series 2020 of the District (the "Certificates"), and has been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement, dated as of the 24th day of January, 2020 (the "Contract"), entered into by and among the District and the Treasurer of the District (the "Counter-party"), to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this certificate assents. This certificate is issued by the District in full compliance with the provisions of the Local Government Debt Reform Act, 30 ILCS 350/17, as in effect on the date of delivery of the certificates, and is authorized by said Board of Park Commissioners of the District, in all respects as provided by law.

This certificate is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the designated office of the Certificate Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Contract, and upon surrender and cancellation of this certificate. Upon such transfer a new certificate or certificates of authorized denominations of the same maturity and interest rate and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Certificates are subject to optional redemption prior to maturity at any time upon thirty (30) days' notice at the price of par plus interest accrued to the date of redemption.

The Certificates are subject to mandatory sinking fund redemption prior to maturity.

The certificates are issued in fully registered form in the denomination of \$100,000 and \$1 increments in excess thereof. This certificate may be exchanged at the designated office of the Certificate Registrar for a like aggregate principal amount of certificates of the same maturity and interest rate and in authorized denominations, upon the terms set forth in the Contract.

The District and the Certificate Registrar may deem and treat the registered holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal and premium, if any, hereof and interest due hereon and for all other purposes and neither the District nor the Certificate Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this certificate did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the District, including the issue of certificates of which this is one, does not exceed any limitation imposed by law. The District irrevocably covenants to appropriate sufficient moneys on an annual basis to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity. Such principal, premium, if any, and interest are payable from any funds of the District legally available for such purpose. Any failure by the District to make such annual appropriation shall not release the District from its obligation to pay the debt service on the Certificates. **THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER DISTRICT TAXES OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY SUCH PRINCIPAL, PREMIUM, IF ANY, AND INTEREST.**

This certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

IN WITNESS WHEREOF, said Oak Brook Park District, DuPage and Cook Counties, Illinois, by its Board of Park Commissioners, has caused this certificate to be signed by the manual or facsimile signatures of the President and Secretary, and the seal of the District to be affixed hereto or printed hereon, all as of the Dated Date identified above.

(SEAL)

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

#### CERTIFICATE OF AUTHENTICATION

This certificate is one of the certificates described in the within mentioned Installment Purchase Agreement and is one of the Debt Certificates, Series 2020, of the Oak Brook Park District, DuPage and Cook Counties, Illinois.

TREASURER, OAK BROOK PARK  
DISTRICT, DUPAGE AND COOK

COUNTIES, ILLINOIS, as Certificate Registrar

By \_\_\_\_\_  
Authorized Officer

The following abbreviations, when used in the inscription on the face of the within certificate, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common  
TEN ENT - as tenants by the entireties  
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT - \_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)

under Uniform Transfers to Minors

Act \_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in list above.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_

\_\_\_\_\_ please insert social security or other identifying number of assignee

\_\_\_\_\_  
(please print or typewrite name and address of Assignee) the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, Attorney, to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Certificate in every

signature guarantee program.

particular, without alteration or enlargement or any change whatever.

(End of Form of Certificate)

7. The Certificates hereby authorized shall be executed as in this Contract provided, and thereupon be deposited with the Treasurer who receives the taxes of the District, and be by said Treasurer delivered to the purchaser of the Certificates, namely, Hinsdale Bank & Trust Company, N.A. (the "Purchaser"), upon receipt of the purchase price thereof, the same being \$450,000, the agreement for the sale of the Certificates heretofore entered into is in all respects ratified, approved and confirmed, it being hereby found and determined that the execution and delivery of this Contract and the Certificates is in the best interests of the District and that no person holding any office of the District either by election or appointment, is in any manner interested, either directly or indirectly, in his own name or in the name of any other person, association, trust or corporation, in this Contract or in the agreement for the purchase of the Certificates contained herein.

8. The proceeds derived from the sale of the Certificates shall be used as follows:

(a) Proceeds relating to the construction and acquisition shall be set aside in a separate fund hereby created and designated as the 2020 Construction Fund (the "Construction Fund"), which the District shall maintain as a separate and segregated account. Money in such fund shall be withdrawn from time to time as needed for the payment of the costs of the Improvements and said money shall be disbursed by the District from time to time as authorized by the District. Funds on deposit in the Construction Fund may be invested by the District Treasurer. All investment earnings in the Construction Fund shall be credited to the Construction Fund.

(b) Proceeds relating to the costs of issuance, if any, shall be deposited with the District to pay for the costs.

9. By acceptance of the Certificates, the certificate holders shall have no obligation or liability under this Contract, nor shall any certificate holder be obligated to perform any of the Counter-party's or District's obligations or duties hereunder, or make any payment hereunder, or make any inquiry as to the sufficiency of any payment made to the Counter-party or present or file any claim or take any other action to enforce performance under this Contract or collect or enforce payment due hereunder or under the Certificates, except as provided in the Certificates.

10. The District hereby represents, warrants and agrees that the obligation to make the payments due under the Contract shall be a direct general obligation of the District payable from (a) the corporate funds of the District, and (b) such other sources of payment as are herein pledged or otherwise lawfully available. The District represents and warrants that (i) the total principal amounts due Counter-party, together with all other general obligations of District, are within all statutory and constitutional debt limitations; (ii) this Contract and the Certificates are the legal, valid and binding obligations of the District, enforceable in accordance with the terms hereof and thereof and that the execution and delivery of this Contract and the Certificates have

been duly authorized by all necessary action of the President and Board; and (iii) it will not take any action so as to adversely affect the tax-exempt status of the interest on the Certificates.

The District agrees that it will appropriate funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Contract. Such funds shall be deposited into the Certificate Fund (the "Certificate Fund") which is hereby created. The proceeds of the Certificate Fund shall be used solely and only for paying the Certificates. Interest received from deposits in the Certificate Fund shall be retained in the Certificate Fund for the payment of the Certificates on the interest payment date next after such interest is received.

11. The District covenants that the principal proceeds from the sale of the Certificates shall be devoted to and used with due diligence for the completion of the Improvements. In order to preserve the exclusion of interest on the Certificates from gross income for federal tax purposes under Section 103 of the Internal Revenue Code of 1986 as existing on the date of issuance of the Certificates (the "Code") and as an inducement to purchasers of the Certificates, the District represents, covenants and agrees that:

(a) The Improvements will be available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. No person or entity, other than the District or another state or local governmental unit, will use more than 10% of the proceeds of the Certificates or property financed by the Certificate proceeds other than as a member of the general public. No person or entity other than the District or another state or local governmental unit will own property financed by Certificate proceeds or will have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, an arrangement such as a take-or-pay or output contract or any other type of arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such property from the use by the general public, unless such uses in the aggregate relate to no more than 10% of the proceeds of the Certificates. If the District enters into a management contract for the Improvements, the terms of the contract will comply with IRS Revenue Procedure 2017-13, as it may be amended, supplemented or superseded from time to time, so that the contract will not give rise to private business use under the Code and the Regulations, unless such use in aggregate relates to no more than 10% of the proceeds of the Certificates.

(b) No more than 10% of the payment of the principal of, premium on, if any, or interest on the Certificates will be (under the terms of the Certificates, this ordinance or any underlying arrangement), directly or indirectly, (i) secured by any interest in property used or to be used for a private business use or payments in respect of such property or (ii) derived from payments (whether or not to the District) in respect of such property or borrowed money used or to be used for a private business use.

(c) No more than 5% of the Certificate proceeds will be loaned to any entity or person other than a state or local governmental unit. No more than 5% of the Certificate proceeds will be transferred, directly or indirectly, or deemed transferred to a

nongovernmental person in any manner that would in substance constitute a loan of the Certificate proceeds.

(d) The District reasonably expects, as of the date hereof, that the Certificates will not meet either the private business use test described in paragraph (a) and (b) above or the private loan test described in paragraph (c) above during the entire term of the Certificates.

(e) No more than 5% of the proceeds of the Certificates will be attributable to private business use as described in (a) and private security or payments described in (b) attributable to unrelated or disproportionate private business use. For this purpose, the private business use test is applied by taking into account only use that is not related to any government use of proceeds of the issue (Unrelated Use) and use that is related but disproportionate to any governmental use of those proceeds (Disproportionate Use).

(f) Neither the District nor the Board will take any action or fail to take any action with respect to the Certificates that would result in the loss of the exclusion from gross income for federal tax purposes on the Certificates pursuant to Section 103 of the Code, nor will the District or the Board act in any other manner which would adversely affect such exclusion.

(g) It shall not be an event of default under this ordinance if the interest on any Certificate is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not currently in effect and in existence on the date of issuance of the Certificates.

(h) These covenants are based solely on current law in effect and in existence on the date of delivery of such Certificates.

(i) The District also certifies and further covenants with the purchasers and holders of the Certificates from time to time outstanding, that so long as any of the Certificates remain outstanding, moneys on deposit in any fund or account in connection with the Certificates, whether or not such moneys were derived from the proceeds of the sale of the Certificates or from any other sources, will not be used in a manner which will cause the Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code and any lawful regulations promulgated thereunder, as the same presently exist. It shall not be an event of default under this Contract if the interest on any Certificate is not excludable from gross income for federal tax purposes or otherwise pursuant to any provisions of the Internal Revenue Code which is not currently in effect and in existence on the date of issuance of the Certificates. The District reserves the right, however, to make any investment of such moneys permitted by Illinois law if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation or decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on the Certificates subject to federal income taxation.

12. The District agrees to comply with all provisions of the Internal Revenue Code, which if not complied with by the District, would cause the interest on the Certificates not to be tax exempt in the hands of a holder who is a natural person. The District further agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Certificates; (c) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (d) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the District in such compliance.

13. Counter-party and District further agree to the terms in the contracts for the Improvements and incorporated herein by this reference, except as limited or modified by the terms hereof. In event of conflict between such contracts and this Contract, this Contract shall be deemed to control.

14. District agrees to supply the Purchaser, at no expense to the Purchaser, the opinion of Taft Stettinius & Hollister LLP, Chicago, Illinois, that, assuming compliance with certain covenants, interest paid pursuant to the Contract is, under federal statutes, decisions, regulations and rulings, existing on the date of issuance, excludable from gross income for purposes of federal income taxation under Section 103 of the Internal Revenue Code.

In addition, District agrees to supply, at no expense to the Purchaser, the opinion of Counsel to the District in such form as required by Taft Stettinius & Hollister LLP to enable said firm to render its opinion, as aforesaid.

15. District recognizes that Section 149(a) of the Internal Revenue Code requires the Certificates to be issued and to remain in fully registered form in order for the interest thereon to be exempt from federal income taxation under laws in force at the time the Certificates are delivered. In this connection, the District agrees that it will not take any action to permit the Certificates to be issued in, or converted into, bearer or coupon form.

16. The Certificate Registrar shall, at the direction of the District, maintain a list of the names and addresses of the holders of all Certificates and upon any transfer shall add the name and address of the new certificate holder and eliminate the name and address of the transferor certificate holder. In addition, the Certificate Registrar shall perform such duties as are agreed to between the Certificate Registrar and the District pursuant to a separate agreement or agreements.

17. All notices and demands required hereunder shall be in writing and shall be deemed to have been given or made when delivered personally or when mailed by registered or certified mail, postage prepaid, addressed as follows:

If to Counter-party, at

Oak Brook Park District  
1450 Forest Gate Road  
Oak Brook, Illinois 60523  
Attention: Treasurer

If to District, at

Oak Brook Park District  
1450 Forest Gate Road  
Oak Brook, Illinois 60523  
Attention: President  
With copy to Secretary



IN WITNESS WHEREOF, Counter-party has caused this Contract to be executed by its duly authorized officers and the District, by its Board of Park Commissioners, has caused this Contract to be executed by the President and attested by the Secretary, and the seal of the District to be hereunto affixed, all as of the day and year first above written.

OAK BROOK PARK DISTRICT, DUPAGE AND COOK  
COUNTIES, ILLINOIS

(SEAL)

By \_\_\_\_\_  
President

Attest:

By \_\_\_\_\_  
Secretary

OAK BROOK PARK DISTRICT, DUPAGE AND COOK  
COUNTIES, ILLINOIS

By \_\_\_\_\_  
Treasurer

[SIGNATURE PAGE TO THE INSTALLMENT PURCHASE AGREEMENT]

Registered  
No. 1

Registered  
\$450,000

UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTIES OF DUPAGE AND COOK

OAK BROOK PARK DISTRICT  
DEBT CERTIFICATE, SERIES 2020

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>Authentication Date</u>
2.45%	March 1, 2025	January 24, 2020	January 24, 2020

THE OAK BROOK PARK DISTRICT, DUPAGE AND COOK COUNTIES, ILLINOIS (the "District"), hereby acknowledges itself to owe and for value received hereby promises to pay from the source and as hereinafter provided, to Hinsdale Bank & Trust Company, N.A., or registered assigns as hereinafter provided, on the Maturity Date set forth above, the Principal Sum set forth above and to pay interest hereon (computed on the basis of a 360 day year consisting of twelve 30-day months) at the Interest Rate per annum stated above from the interest payment date to which interest has been paid next preceding the Authentication Date of this certificate unless this certificate is authenticated after the fifteenth day of the month next preceding an interest payment date and on or before such interest payment date in which case it shall bear interest from such interest payment date or unless this certificate is authenticated on or before August 15, 2020, in which case it shall bear interest from the Original Date, until the principal is paid, which interest is payable semiannually on March 1 and on September 1 in each year, beginning on September 1, 2020, until said Principal Sum is paid.

Principal of this certificate is payable in lawful money of the United States of America at the office of the Treasurer of the Oak Brook Park District, DuPage and Cook Counties, Illinois, as certificate registrar and paying agent (the "Certificate Registrar" or "Paying Agent"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the District maintained by the Certificate Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Certificate Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books of the Certificate Registrar or at such other address furnished in writing by such Registered Owner to the Paying Agent. Notwithstanding the foregoing, if payment of principal, premium, if any, or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments so such payments are received at the depository by 2:30 p.m. (New York District time).

This certificate is one of a series of certificates issued by the District in connection with (i) the acquisition and installation of LED lighting at District facilities, and (ii) the payment of the costs of issuance of the \$450,000 Debt Certificates, Series 2020 of the District (the “Certificates”), and has been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement, dated as of the 24th day of January, 2020 (the “Contract”), entered into by and among the District and the Treasurer of the District (the “Counter-party”), to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this certificate assents. This certificate is issued by the District in full compliance with the provisions of the Local Government Debt Reform Act, 30 ILCS 350/17, as in effect on the date of delivery of the certificates, and is authorized by said Board of Park Commissioners of the District, in all respects as provided by law.

This certificate is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the designated office of the Certificate Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Contract, and upon surrender and cancellation of this certificate. Upon such transfer a new certificate or certificates of authorized denominations of the same maturity and interest rate and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Certificates are subject to optional redemption prior to maturity at any time upon thirty (30) days’ notice at the price of par plus interest accrued to the date of redemption.

The Certificates are subject to mandatory sinking fund redemption prior to maturity as set forth in Exhibit A attached hereto.

The certificates are issued in fully registered form in the denomination of \$100,000 and \$1 increments in excess thereof. This certificate may be exchanged at the designated office of the Certificate Registrar for a like aggregate principal amount of certificates of the same maturity and interest rate and in authorized denominations, upon the terms set forth in the Contract.

The District and the Certificate Registrar may deem and treat the registered holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal and premium, if any, hereof and interest due hereon and for all other purposes and neither the District nor the Certificate Registrar shall be affected by any notice to the contrary.

The Certificates have been designated as “qualified tax-exempt obligations” for the purposes and within the meaning of Section 265(b)(3) of the Code.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this certificate did exist, have

happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the District, including the issue of certificates of which this is one, does not exceed any limitation imposed by law. The District irrevocably covenants to appropriate sufficient moneys on an annual basis to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity. Such principal, premium, if any, and interest are payable from any funds of the District legally available for such purpose. Any failure by the District to make such annual appropriation shall not release the District from its obligation to pay the debt service on the Certificates. **THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER DISTRICT TAXES OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY SUCH PRINCIPAL, PREMIUM, IF ANY, AND INTEREST.**

This certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

IN WITNESS WHEREOF, said Oak Brook Park District, DuPage and Cook Counties, Illinois, by its Board of Park Commissioners, has caused this certificate to be signed by the manual or facsimile signatures of the President and Secretary, and the seal of the District to be affixed hereto or printed hereon, all as of the Dated Date identified above.

(SEAL)

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

#### CERTIFICATE OF AUTHENTICATION

This certificate is one of the certificates described in the within mentioned Installment Purchase Agreement and is one of the Debt Certificates, Series 2020, of the Oak Brook Park District, DuPage and Cook Counties, Illinois.

TREASURER, OAK BROOK PARK DISTRICT, DUPAGE AND COOK COUNTIES, ILLINOIS, as Certificate Registrar

By \_\_\_\_\_  
Authorized Officer

The following abbreviations, when used in the inscription on the face of the within certificate, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT - \_\_\_\_\_Custodian \_\_\_\_\_  
(Cust) (Minor)

under Uniform Transfers to Minors

Act \_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in list above.

### ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_

\_\_\_\_\_ please insert social security or other identifying number of assignee

\_\_\_\_\_ (please print or typewrite name and address of Assignee) the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, Attorney, to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

**EXHIBIT A**

**AMORTIZATION SCHEDULE**

<u>Year</u>	<u>Amount</u>
9/01/2020	\$ 6,645.63
3/01/2021	90,313.82
9/01/2021	4,473.68
3/01/2022	92,485.76
9/01/2022	3,395.54
3/01/2023	93,563.90
9/01/2023	2,290.97
3/01/2024	94,668.47
9/01/2024	1,159.35
3/01/2025	95,800.10

January 24, 2020

Oak Brook Park District  
Cook and DuPage Counties, Illinois

Hinsdale Bank & Trust Company, N.A.  
Hinsdale, Illinois

Re: Oak Brook Park District, Cook and DuPage Counties, Illinois  
Debt Certificates, Series 2020  
Total Issue: \$450,000  
Original Date: January 24, 2020

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the Oak Brook Park District, Cook and DuPage Counties, Illinois (the "Issuer") of \$450,000 of its Debt Certificates, Series 2020, originally dated January 24, 2020 (the "Certificates"), evidencing the indebtedness of the Issuer pursuant to the Installment Purchase Agreement dated January 24, 2020 (the "Contract"), by and between the Issuer and the Treasurer of the Issuer. We have examined the law and the certified transcript of proceedings of the Issuer relative to the authorization, issuance and sale of the Certificates, the execution and delivery of the Contract and such other papers as we deem necessary to render this opinion. We have relied upon the opinion of the Robbins Schwartz, Chicago, Illinois, as to the enforceability of the Contract.

As to questions of fact material to our opinion, we have relied upon the certified transcript of proceedings and other certificates of public officials, including the Issuer's tax covenants and representations (the "Tax Representations"), and we have not undertaken to verify any facts by independent investigation.

Based upon our examination, we are of the opinion, as of the date hereof, as follows:

1. The Certificates and the Contract are valid and binding general obligations of the Issuer.
2. The principal of and interest due on the Contract and on the Certificates are payable from any funds of the Issuer legally available and annually appropriated for such purpose. There is no statutory authority for the levy of a separate tax in addition to other Issuer taxes or the levy of a special tax unlimited as to rate or amount to pay the installments of principal of and interest due on the Contract and on the Certificates.
3. Under federal statutes, decisions, regulations and rulings existing on this date, interest on the Certificates is excludable from gross income for purposes of federal income



taxation pursuant to Section 103 of the Internal Revenue Code of 1986 (the “Code”), is not a specific preference item for purposes of the alternative minimum tax. This opinion is conditioned on continuing compliance with the Tax Representations. Failure to comply with the Tax Representations could cause interest on the Certificates to lose the exclusion from gross income for federal income tax purposes retroactive to their date of issue.

4. The Issuer has designated the Certificates as qualified tax exempt obligations for purposes of Section 265(b) of the Code.

We have not been engaged nor have we undertaken to review the accuracy, completeness or sufficiency of any offering material relating to the Certificates, and we express no opinion relating thereto.

We express no opinion with respect to the laws of any jurisdiction other than the internal laws of the State of Illinois (the “State”). Our opinions are based upon such laws as are in effect on the date of this opinion letter, and we expressly disclaim any undertaking to advise you of any subsequent changes in law.

It is to be understood that the rights of the owner of the Certificates, and the enforceability thereof, may be subject to (i) bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity, and (ii) the valid exercise of the constitutional powers of the Issuer, the State and the United States of America.

Very truly yours,

January 24, 2020

Taft Stettinius & Hollister LLP  
Chicago, Illinois

Hinsdale Bank & Trust Company  
Hinsdale, Illinois

Re: Oak Brook Park District, Cook and DuPage Counties, Illinois  
Debt Certificates, Series 2020  
Total Issue: \$450,000  
Dated: January 24, 2020

Ladies and Gentlemen:

The Oak Brook Park District, Cook and DuPage Counties, Illinois (the “District”) has authorized and issued its \$450,000 Debt Certificates, Series 2020, dated January 24, 2020 (the “Certificates”), evidencing the indebtedness of the District pursuant to the Installment Purchase Agreement dated January 24, 2020 (the “Installment Purchase Agreement”), by and between the District and the Treasurer of the District. The Installment Purchase Agreement has been executed and delivered and the Certificates have been issued pursuant to the provisions of Section 17 of the Local Government Debt Reform Act (the “Act”), and pursuant to the provisions the Ordinance adopted by the Board of Park Commissioners (the “Board”) on January 20, 2020 (the “Ordinance”).

As counsel to the District, we have reviewed the books, records and files of the District, a certified copy of the Ordinance and such other documents and information as we have considered pertinent, and based upon the foregoing, we are of the opinion as follows:

1. The District is a duly organized park district, validly existing and in good standing under the laws of the State of Illinois, and has the power and authority to carry out and consummate all transactions necessary to issue the Certificates. Neither the corporate existence nor the boundaries of the District, nor the title of the District's officers to their respective offices, is being contested.
2. The Certificates have been duly executed and delivered.
3. The Board has duly effectively adopted the Ordinance. The Ordinance is in full force and effect according to the terms thereof and has not been amended, modified or supplemented since January 20, 2020.
4. The execution, delivery and performance by the District of the Certificates will

not conflict with or constitute a breach of or constitute a default under, any law, administrative regulation, court decree, ordinance or agreement to which the District is subject or by which it or any of its property is bound.

5. The District has complied with all of the requirements of Illinois law with respect to authorization, execution and delivery of the Certificates.

6. There is no action, suit, proceeding, inquiry or investigation at law or in equity, pending before or by any judicial or administrative court or agency, pending or, to the best of our knowledge after due investigation, threatened, against or affecting the District to restrain or enjoin the execution or delivery of the Certificates or in any way contesting or affecting the validity of the Certificates or the transactions contemplated thereby.

7. We have reviewed the various certificates of the District and the Ordinance, and nothing has come to our attention that would render the representations therein untrue, inaccurate or in any way misleading.

8. We offer no opinion as to the tax exempt status of the Certificates.

Very truly yours,

**OAK BROOK PARK DISTRICT  
(COOK AND DUPAGE COUNTIES, ILLINOIS)**

**\$450,000 DEBT CERTIFICATES, SERIES 2020**

**ORGANIZATION AND GENERAL CERTIFICATE**

We, the undersigned, hereby certify that we are the qualified and acting President and Secretary of the Oak Brook Park District, Cook and DuPage Counties, Illinois (the “District”), and as such officers we further certify as follows:

1. The District was organized under and pursuant to the laws of the State of Illinois.
2. The Board of Park Commissioners (the “Board”) is the governing body of the District, whose names and titles, together with certain officers of the District, are as follows:

<u>Office</u>	<u>Name</u>
President	Sharon Knitter
Vice-President	Tom Truedson
Treasurer	Kevin Tan
Commissioner	Frank Trombetta
Commissioner	Lara Suleiman
Secretary	
Chief Financial Officer	Marco Salinas
Executive Director	Laure Kosey

3. All of said officers of the District as hereinabove described have been duly elected or appointed and qualified for their respective offices, and all of said officers are now in lawful incumbency of their respective offices.

4. The regular meetings of the President and Board are held the third Monday of each month.

5. All meetings of legislative, executive, administrative and advisory bodies of the District, including committees and subcommittees, which are supported in whole or in part by tax revenues or which expend tax revenues, are open to the public, subject to the exceptions of 5 ILCS 120/2; and public notice of all such meetings is given pursuant to the procedures of 5 ILCS 120/2.02.

6. The representations, warranties, and covenants of the District in the Installment Purchase Agreement dated as of January 24, 2020, by and between the District and the District Treasurer and the construction contracts referred to therein (collectively, the “Installment Purchase Agreement”) are true and correct in all material respects on and as of the date hereof,

and the District has complied with all covenants and agreements and satisfied all conditions and terms on its part to be performed or satisfied at or prior to the date of issuance by the District of its \$450,000 Debt Certificates, Series 2020 (the “Certificates”).

7. The issuance of the Certificates does not exceed any constitutional or statutory limitation of indebtedness.

8. Any offering materials, including any amendments or supplements thereto, do not contain any untrue statement of a material fact or omit to state any fact that should be included therein for the purposes for which such materials are intended to be used or which is necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

9. No action, suit, inquiry, investigation, or other proceeding is pending, or, to our knowledge, threatened in or before any court, governmental agency, authority, body, or arbitrator in any way affecting the existence of the District or the title of any official of the District to his or her office that would affect the validity or enforceability of the Installment Purchase Agreement and the Ordinance adopted by the District on January 20, 2020 (the “Ordinance”), or the Certificates, or seeking to restrain or to enjoin the issuance, sale, or delivery of the Certificates or in any way contesting or affecting the validity or enforceability of the Installment Purchase Agreement, the Ordinance or the Certificates, or the powers or authority of the District with respect to the Installment Purchase Agreement, the Ordinance or the Certificates, or the exclusion from gross income of interest on the Certificates for federal income tax purposes.

10. The Ordinance is in full force and effect and has not been amended, resolved, rescinded or otherwise changed since the date of their respective adoptions. The copy of the Ordinance set out in the transcript for the Certificates is a full, true and correct copy of the whole of such Ordinance.

11. We, the undersigned, do hereby direct the District Treasurer, as Certificate Registrar, to authenticate the Certificates for delivery to Hinsdale Bank & Trust Company, N.A., as the purchasers thereof.

WITNESS our official signatures and the seal of the District this 24th day of January, 2020.

OAK BROOK PARK DISTRICT, COOK AND DUPAGE  
COUNTIES, ILLINOIS

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President

---

Secretary

[SIGNATURE PAGE TO THE ORGANIZATION AND GENERAL CERTIFICATE]

**OAK BROOK PARK DISTRICT  
(COOK AND DUPAGE COUNTIES, ILLINOIS)**

**\$450,000 DEBT CERTIFICATES, SERIES 2020**

**SIGNATURE AND NO LITIGATION CERTIFICATE**

We, the undersigned officers of Oak Brook Park District, Cook and DuPage Counties, Illinois (the “District”), do hereby certify that we have officially signed the Certificates of the District described on Exhibit A attached hereto, being on the date of such signing and on the date hereof, the duly elected, qualified and acting officers authorized to execute said Certificates and holding the offices indicated by the official titles opposite our names.

We further certify that there is no controversy or litigation of any nature now pending or to our knowledge threatened in any way relating to, affecting or questioning the corporate existence or the boundaries of the District, the title of any of its present officials to their respective offices, the issuance, sale, execution or delivery of the Certificates, or of any of the proceedings had or actions taken leading up to the execution and delivery of the same, or the execution and delivery of the Installment Purchase Agreement dated as of January 24, 2020 (the “Installment Purchase Agreement”), between the District and Treasurer, and the contracts referred to therein, or the adoption of the Ordinance on January 20, 2020, relating to the Certificates (the “Ordinance”), or the payment of the interest on or principal of the Certificates, or otherwise affecting or questioning the validity of the Certificates, the Installment Purchase Agreement, or the pledge of the appropriate moneys of the District for the payment of principal of and interest on the Certificates; that neither the corporate existence nor the boundaries of the District, nor the titles of the undersigned officers to our respective offices is being contested, and that no proceedings or authority for the issuance, sale, execution or delivery of the Certificates have or has been amended, repealed, rescinded or revoked.

We further certify that the seal which has been affixed, imprinted or impressed upon all of the Certificates and upon this certificate is the legally adopted, proper and only official corporate seal of the District.

WITNESS our hands this 24th day of January, 2020.

\_\_\_\_\_ President, Oak Brook Park District  
Cook and DuPage Counties, Illinois

\_\_\_\_\_ Secretary, Oak Brook Park District  
Cook and DuPage Counties, Illinois

\_\_\_\_\_ Treasurer, Oak Brook Park District  
Cook and DuPage Counties, Illinois

[SIGNATURE PAGE TO THE SIGNATURE AND NO LITIGATION CERTIFICATE]



**EXHIBIT A**

Name:	Oak Brook Park District, Cook and DuPage Counties, Illinois Debt Certificates, Series 2020
Amount:	\$450,000
Originally Dated:	January 24, 2020
Denomination:	\$100,000 each and \$1 increments in excess thereof
Interest Payment Dates:	September 1, 2020, and semiannually thereafter
Interest Rates:	2.45%
Maturity Date:	March 1, 2025

**OAK BROOK PARK DISTRICT  
(COOK AND DUPAGE COUNTIES, ILLINOIS)**

**\$450,000 DEBT CERTIFICATES, SERIES 2020**

**CERTIFICATE OF DELIVERY AND PAYMENT**

I hereby certify that I have delivered to Hinsdale Bank & Trust Company, N.A. (the “Purchaser”), the certificates of the Oak Brook Park District, Cook and DuPage Counties, Illinois, described on Exhibit A attached hereto (the “Certificates”), and have received from the Purchaser the amount of \$450,000.

I further certify that I am the officer authorized by law to receive payment for and deliver the Certificates, and that the Certificates have been signed manually or by facsimile by the officers now holding the offices indicated on the Certificates.

I further certify that the officers whose signatures appear on the Certificates were in occupancy and possession of their respective offices at the time of the delivery of the Certificates as aforesaid.

Dated this 24th day of January, 2020.

OAK BROOK PARK DISTRICT, COOK AND DUPAGE  
COUNTIES, ILLINOIS

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Treasurer

[SIGNATURE PAGE TO THE CERTIFICATE OF DELIVERY AND PAYMENT]

**OAK BROOK PARK DISTRICT  
(COOK AND DUPAGE COUNTIES, ILLINOIS)**

**\$450,000 DEBT CERTIFICATES, SERIES 2020**

**CERTIFICATE RE: ARBITRAGE AND FEDERAL TAX MATTERS**

We, the undersigned, certify that we are the duly elected or appointed officials of the Oak Brook Park District, Cook and DuPage Counties, Illinois (the “District”), holding the offices appearing under our names, are the officials under whose jurisdiction the Project described below will be constructed and the proceeds of the Certificates described below will be expended, are authorized to execute this certificate on behalf of the District and are officers of the District charged by the Ordinance adopted January 20, 2020 (the “Ordinance”), by the Board of the District with actually issuing the Certificates.

We further certify that:

1. Applicable Laws. This certificate is executed for the purpose of, among other matters, setting forth the facts and estimates upon which the District represents that the Certificates do not and will not bear interest which is includable in the gross income of their owners and bases its reasonable expectations that the Certificates are not arbitrage bonds under (i) the applicable sections of the Internal Revenue Code in effect on the date hereof (the “Code”) and (ii) Treasury Regulations Sections 1.148-0 through 11, 1.149(b)-1, 1.149(e)-1, 1.149(g)-1 and 1.150-1 through -2 to the extent applicable on the date hereof (the “Regulations”). Unless otherwise indicated by the context in which they are used, words and phrases used in this certificate have the meaning ascribed to them in the Regulations.

2. Summary of Financing. We are cognizant of the facts and circumstances regarding the issuance of Debt Certificates of the District in the amount of \$450,000, designated “Debt Certificates, Series 2020” (the “Certificates”), dated January 24, 2020, and the intended use of the proceeds of the Certificates to fund (i) the acquisition and installation of LED lighting at District facilities, and (ii) the costs of issuance of the Certificates (collectively, the “Project”), as provided in the Local Government Debt Reform Act, 30 ILCS 350/17, as supplemented and amended (the “Act”).

3. Sale Proceeds. The District expects to sell the Certificates to Hinsdale Bank & Trust Company, N.A. (the “Purchaser”), for \$450,000 (principal amount of the Certificates) (the “Net Sale Proceeds”).

4. Disposition of Net Sale Proceeds. The Net Sale Proceeds shall be deposited in the Construction Fund (as such term is defined in the Ordinance) and used by the District for the purpose of financing the Project as set forth in Exhibit A.

5. Construction Fund. The District expects that moneys held in the Construction Fund shall be used to finance the costs of the Project. The Project is expected to be complete within six months at which time all New Sale Proceeds will have been spent. The District represents that:

(a) None of the Net Sale Proceeds will be used to reimburse the District for costs of the Project paid by the District more than sixty (60) days prior to the date of adoption of the Ordinance authorizing the issuance of the Certificates.

(b) The Certificates are not private activity bonds as defined in Section 141 of the Code; the District has general taxing power within its corporate limits; the proceeds of the Certificates are to be expended for governmental activity of the District; and the District reasonably expects not to issue or have issued on its behalf during the calendar year hereof, more than \$5,000,000 in tax-exempt obligations which are not private activity bonds under the Code. Therefore, the District expects to qualify for the small governmental issuer exception to the rebate requirements of Section 148 of the Code and does not expect to rebate any arbitrage earnings to the federal government.

(c) Based upon the above, the District reasonably expects that work on the Project will proceed with due diligence, as defined in Regulation 1.148-2(e)(2)(i)(C), to completion, presently expected on or about August, 2020, and that the allocation of Net Sale Proceeds to these expenditures will occur as these expenditures are paid. The Certificates are being issued at this time to begin the construction schedule of the District and to comply with the provisions of the Act.

(d) The Net Sale Proceeds, together with the investment earnings thereon, will not exceed the amounts necessary for the purpose or purposes of the Certificates. Any amounts remaining in the Construction Fund upon completion of the Project (except moneys reserved to pay any disputed or unpaid claims) will be applied to pay additional equipment or for the same purpose or type of project for which the Certificates were issued.

(e) Based upon the above, the District reasonably expects that the Construction Fund will qualify for the temporary period described in Regulation 1.148-2(e)(2), and moneys in such fund may be invested without restriction as to yield.

6. No Sale of Project Financed with Outstanding Certificates. The District reasonably expects that the Project financed with the Certificates will not be sold or otherwise disposed of, in whole or in part, prior to the last maturity of the Certificates.

7. Sinking or Pledged Funds; Replacement Proceeds. (a) Principal of and interest on the Certificates due each year will be paid from any funds of the District legally available and annually appropriated for such purpose. It is reasonably expected that the amounts held in the Certificate Fund to pay debt service in any given year will not exceed the amount of principal and interest on the Certificates payable for that year. The District expects that the deposits into the Certificate Fund will not be held for more than thirteen (13) months and that the Certificate Fund will be depleted at least once a year to pay debt service on the Certificates except for a reasonable carryover which will not exceed the greater of 1/12 of annual debt service on the Certificates for the immediately preceding bond year or one year's earnings on such amounts for the immediately preceding bond year. The Certificate Fund is designed to achieve a proper matching of the District's revenues and debt service on the Certificates within each bond year. Therefore, the Certificate Fund constitutes a Bona Fide Debt Service Fund as to the Certificates under the Regulations, and such moneys will be invested without restriction as to yield.

(b) Except for the Certificate Fund, there are no other funds or accounts of the District established pursuant to the Ordinance or otherwise, (i) which are reasonably expected to be used to pay debt service on the Certificates or which are pledged as collateral to secure repayment of debt service on the Certificates, (ii) for which there is reasonable assurance that amounts therein will be available to pay debt service on the Certificates, or (iii) for which the District has agreed to maintain a particular balance for the direct or indirect benefit of the owners of the Certificates.

(c) As set forth in Exhibit B, the weighted average maturity of the Certificates is 3.0534 years and is less than 120% of the reasonably weighted expected economic life assigned to the Project financed with the proceeds of the Certificates (at least 10 years) and, therefore, replacement proceeds will not arise under Regulation Section 1.148-1(c)(4).

(d) No portion of the proceeds of the Certificates will be used as a substitute for other funds which would otherwise have been used to pay the principal of, premium, if any, or interest on the Certificates and which will be used directly or indirectly to acquire obligations producing a yield in excess of the Yield (as defined in Section 11).

8. Concurrent Issues. There are no other obligations of the District which (i) are sold at substantially the same time as the Certificates (within 15 days), (ii) are sold pursuant to the same plan of financing as the Certificates, and (iii) are reasonably expected to be paid out of substantially the same source of funds as the Certificates.

9. Disposition of Investment Earnings. Within one year of receipt, earnings on amounts deposited in the Certificate Fund will be expended to pay debt service on the

Certificates.

10. Artifice and Device. The District has not employed in connection with the issuance of the Certificates a transaction or series of transactions that attempts to circumvent the provisions of the Code and the Regulations, enabling the District to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage and overburdening the market for tax-exempt obligations through actions such as, but not limited to, issuing more obligations, issuing obligations sooner, and allowing them to remain outstanding longer than would otherwise be reasonably necessary to accomplish the governmental purposes of the Certificates.

11. Calculation of Yield. The yield on the Certificates has been calculated in accordance with the Regulations and is 2.45% (the “Yield”). In calculating the Yield, the District relied on information provided by the Purchaser, including certain representations of the Purchaser included those made in Exhibit C.

12. Maintenance of Tax Exemption. This certificate is being executed and delivered pursuant to the laws set forth in paragraph 1. On the basis of the foregoing, it is not expected that the proceeds of the Certificates will be used in a manner that would cause the Certificates to be arbitrage certificates under the Code and the Regulations. No action shall be taken that would impair the exclusion from gross income of interest on the Certificates provided by Section 103(a) of the Code. In particular, and without limiting the foregoing, the proceeds of the Certificates shall not be used or invested in any manner that will cause the Certificates to be arbitrage certificates within the meaning of Section 148 of the Code. So long as any of the Certificates remain outstanding, no action shall be taken or authorized that will cause the Certificates to be classified as arbitrage certificates within the meaning of such Section 148 and the Regulations. Except as provided in this certificate, no proceeds of the Certificates shall be invested at an unrestricted yield for a period of time or in an amount not allowable under the Code or the Regulations.

13. Covenants Regarding Use of Certificate Proceeds. In order to preserve the exclusion from gross income of interest on the Certificates under federal law and as an inducement to purchasers of the Certificates, the District represents, covenants and agrees that:

(a) No person or entity, other than the District or another state or local governmental unit, will use more than 10% of the proceeds of the Certificates or property financed by the Certificate proceeds other than as a member of the general public. No person or entity other than the District or another state or local governmental unit will own property financed by Certificate proceeds or will have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, an arrangement such as take-or-pay or

output contract or any other type of arrangement that differentiates that person's or entity's use of such property from the use by the public at large.

(b) No more than 10% of the payment of the principal of or interest on the Certificates will be (under the terms of the Certificates, the Ordinance or any underlying arrangement), directly or indirectly, (i) secured by any interest in property used or to be used for a private business use or payments in respect of such property or (ii) derived from payments (whether or not to the District) in respect of such property or borrowed money used or to be used for a private business use.

(c) No more than 5% of the Certificate proceeds will be loaned to any entity or person other than a state or local governmental unit. No more than 5% of the Certificate proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Certificate proceeds.

(d) The District reasonably expects, as of the date hereof, that the Certificates will not meet either the private business use test described in paragraph (a) and (b) above or the private loan test described in paragraph (c) above during the entire term of the Certificates.

(e) The District will not take any action nor fail to take any action with respect to the Certificates that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Certificates pursuant to Section 103 of the Code, nor will it act in any other manner that would adversely affect such exclusion.

(f) The District will not at any time permit the Certificates to become private activity certificates as defined in Section 141 of the Code.

14. Hedge Certificates. No more than 50% of the Net Sale Proceeds will be invested in nonpurpose investments having a substantially guaranteed yield for four years or more. As shown in Section 5(c), at least 85% of the Net Sale Proceeds will be spent within three years of the issue date of the Certificates.

15. Federal Guarantees. The Certificates are not federally guaranteed as described in Section 149(b) of the Code.

16. Information Return. The District will file or cause to be filed on or before May 15, 2020, the information return for governmental obligations on Form 8038-G with the Internal Revenue Service Center, Ogden, Utah 84201, for the issuance of the Certificates. The District has reviewed the provisions of Form 8038-G included in the transcript of which this certificate is a part and hereby certifies that the information in it is correct.



17. Registered Certificates. The Certificates will be issued in registered form as described in Section 149(a) of the Code.

19. Bank Eligibility. The District certifies that:

(a) The Certificates are not private activity certificates as defined in Section 141 of the Code;

(b) The Certificates have been designated as qualified tax-exempt obligations for purposes of Section 265(b) of the Code;

(c) The reasonably anticipated amount of qualified tax-exempt obligations (including tax-exempt leases but excluding qualified 501(c)(3) obligations and other private activity certificates) which have been or will be issued by or in the name of the District and all units subordinate to the District during 2020 does not exceed \$10,000,000; and

(d) The District, any body acting in the name of the District, and any entities subordinate to the District have designated \$450,000 of qualified tax-exempt obligations during 2020, including the Certificates. Therefore, the Certificates qualify for the exception in the Code from the disallowance of 100% of the deduction by financial institutions of interest expense allocable to tax-exempt obligations.

20. Change in Law. It is not an event of default under the Ordinance if the interest on any Certificate is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not currently in effect and in existence on the date of the issuance of the Certificates.

21. We have discussed this certificate and the provisions of the Code and the applicable Regulations with such professionals as we have deemed necessary. We have been given an opportunity to ask questions of Taft Stettinius & Hollister LLP with respect to the certifications contained above and the information needed to complete such certifications and have discussed such certifications with Taft Stettinius & Hollister LLP. Based on all of these discussions, we are satisfied: (a) that we understand the certifications which we have made in this Certificate; and (b) that to the best of our knowledge, information and belief, all of the certifications contained herein are true, complete and accurate.

22. To the best of our knowledge, information, and belief, the above expectations are reasonable and there are no other facts, estimates or circumstances that would materially change any of the foregoing certifications or conclusions. We understand that this certificate will be

relied upon by the Purchaser and by Taft Stettinius & Hollister LLP in rendering its opinions as to various legal issues, including the excludability from gross income of interest on the Certificates for federal tax purposes. The representations contained in this Certificate may be relied upon by Taft Stettinius & Hollister LLP and others in determining whether or not the Certificates constitute arbitrage certificates within the meaning of Section 148 of the Code and whether or not the interest on the Certificates is subject to inclusion in gross income for federal income tax purposes under existing statutes, regulations, and decisions.

IN WITNESS WHEREOF, we have hereunto set our hands this 24th day of January, 2020.

OAK BROOK PARK DISTRICT  
COOK AND DUPAGE COUNTIES, ILLINOIS

---

President

---

District Secretary

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Treasurer

[SIGNATURE PAGE TO THE CERTIFICATE RE: ARBITRAGE AND FEDERAL TAX MATTERS]

**EXHIBIT A**

Sources of Funds:

Debt Certificates      \$450,000

Uses of Funds:

Project Costs            \$450,000

**EXHIBIT B**

**AMORTIZATION SCHEDULE**

<u>Year</u>	<u>Amount</u>
9/01/2020	\$ 6,645.63
3/01/2021	90,313.82
9/01/2021	4,473.68
3/01/2022	92,485.76
9/01/2022	3,395.54
3/01/2023	93,563.90
9/01/2023	2,290.97
3/01/2024	94,668.47
9/01/2024	1,159.35
3/01/2025	95,800.10

WAM: 3.0534 Years

**EXHIBIT C**  
**CERTIFICATE OF PURCHASER**

**OAK BROOK PARK DISTRICT  
(COOK AND DUPAGE COUNTIES, ILLINOIS)**

**\$450,000 DEBT CERTIFICATES, SERIES 2020**

**CERTIFICATE OF REGISTRAR AND PAYING AGENT**

I, the undersigned, am the qualified and acting Treasurer of the Oak Brook Park District, Cook and DuPage Counties, Illinois (the "District"), hereby certifies that:

1. I am authorized pursuant to an Ordinance adopted by the Board of the District on January 20, 2020 (the "Ordinance"), and the laws of the State of Illinois, to authenticate the Certificates of the District in the denomination of \$100,000 or \$1 increments in excess thereof, dated as of January 24, 2020, and described in Exhibit A attached hereto and made a part hereof.

2. I have authenticated the Certificates by my signature on the Registrar's Certificate of Authentication thereon in the following form:

"CERTIFICATE OF AUTHENTICATION

This note is one of the notes referred to in the within mentioned resolution.

TREASURER, OAK BROOK PARK DISTRICT,  
COOK AND DUPAGE COUNTIES, ILLINOIS, as  
Registrar and Paying Agent

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

Dated: January 24, 2020.

TREASURER, OAK BROOK PARK DISTRICT, COOK  
AND DUPAGE COUNTIES, ILLINOIS, as Registrar and  
Paying Agent

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

[SIGNATURE PAGE TO THE CERTIFICATE OF REGISTRAR AND PAYING AGENT]



**OAK BROOK PARK DISTRICT  
(COOK AND DUPAGE COUNTIES, ILLINOIS)**

**\$450,000 DEBT CERTIFICATES, SERIES 2020**

**RECEIPT AND CERTIFICATE OF PURCHASER**

On the 24th day of January, 2020, the undersigned received from the Treasurer of the Oak Brook Park District, Cook and DuPage Counties, Illinois (the "District"), \$450,000 aggregate principal amount of Debt Certificates, Series 2020 (the "Certificates"), described on Exhibit A attached hereto.

We understand that the Certificates represent a binding obligation of the District, the principal and interest on which is payable solely from money lawfully available to the District and that the District has no statutory authority to levy a separate tax in addition to other District taxes to pay principal and interest thereon.

We are sophisticated investors with extensive experience in purchasing and evaluating obligations similar to the Certificates.

We are familiar with the business, management and financial position of the District; we have received such information concerning the District as we deem necessary in connection with investment in the Certificates including a complete transcript of the proceedings regarding the authorization of the Certificates and Installment Payment Contract, the legal opinions, and enforceability of remedies; during the course of this transaction and prior to the purchase of the Certificates, we have been provided with the opportunity to ask questions of and receive answers from the District concerning the terms and conditions of the Certificates and to obtain any additional information needed in order to verify the accuracy of the information obtained. We are not relying on Taft Stettinius & Hollister LLP for information concerning the financial status of the District or the ability of the District to honor its financial obligation.

We represent to you that we are purchasing the Certificates, in denominations of \$100,000 or integral multiples of \$1 in excess thereof, and that we will not sell, convey, pledge or otherwise transfer the Certificates without prior compliance with any applicable registration, disclosure or other requirements of state and federal securities laws.

Dated: January 24, 2020.

HINSDALE BANK & TRUST COMPANY, N.A.

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[SIGNATURE PAGE TO THE RECEIPT AND CERTIFICATE OF PURCHASER]

**INDEX OF DOCUMENTS**  
**OAK BROOK PARK DISTRICT**  
**(COOK AND DUPAGE COUNTIES, ILLINOIS)**  
**\$450,000 DEBT CERTIFICATES, SERIES 2020**  
**CLOSING: JANUARY 24, 2020**

1. General Certificate.
2. Excerpt of Minutes of the January 20, 2020, Board of Park Commissioners meeting and copy of Ordinance authorizing and providing for an installment purchase agreement and the issuance of the certificates.
3. Term Sheet.
4. Installment Purchase Agreement.
5. Signature and No Litigation Certificate.
6. Specimen Certificate.
7. Certificate of Delivery and Payment.
8. Certificate Re: Arbitrage and Federal Tax Matters.
9. Certificate of Registrar and Paying Agent.
10. Receipt and Certificate of Purchaser.
11. Opinion of Robbins Schwartz, Chicago, Illinois, as General Counsel.
12. Opinion of Taft Stettinius & Hollister LLP, Chicago, Illinois, as Bond Counsel.
13. Form 8038-G.

**Information Return for Tax-Exempt Governmental Bonds**

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)  
► See separate instructions.

OMB No. 1545-0720

Department of the Treasury  
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.  
► Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name <b>Oak Brook Park District, DuPage and Cook Counties</b>		2 Issuer's employer identification number (EIN) <b>36-2682363</b>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
<b>1450 Forest Gate Road</b>		3	
6 City, town, or post office, state, and ZIP code <b>Oak Brook, Illinois 60523</b>		7 Date of issue <b>01/24/2020</b>	
8 Name of issue <b>Debt Certificates, Series 2020</b>		9 CUSIP number <b>N/A</b>	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <b>Mr. Marco Salinas, Chief Financial Officer</b>		10b Telephone number of officer or other employee shown on 10a <b>(630) 645-9536</b>	

**Part II Type of Issue (enter the issue price).** See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ► <b>Park District Projects</b>	18	450,000	00
19a If bonds are TANs or RANs, check only box 19a			<input checked="" type="checkbox"/>
b If bonds are BANs, check only box 19b			<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box			<input type="checkbox"/>

**Part III Description of Bonds.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	<b>3/1/2025</b>	\$ <b>450,000</b>	\$ <b>450,000</b>	<b>3.0534</b> years	<b>2.45</b> %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22	Proceeds used for accrued interest	22	0	00
23	Issue price of entire issue (enter amount from line 21, column (b))	23	450,000	00
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	3,500	00
25	Proceeds used for credit enhancement	25	0	00
26	Proceeds allocated to reasonably required reserve or replacement fund	26	0	00
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	0	00
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	0	00
29	Total (add lines 24 through 28)	29	3,500	00
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	446,500	00

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	_____	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	_____	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	_____	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	_____	

**Part VI Miscellaneous**

<b>35</b> Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>		
<b>36a</b> Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .	<b>36a</b>		
<b>b</b> Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____			
<b>c</b> Enter the name of the GIC provider ▶ _____			
<b>37</b> Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>		
<b>38a</b> If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
<b>b</b> Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____			
<b>c</b> Enter the EIN of the issuer of the master pool bond ▶ _____			
<b>d</b> Enter the name of the issuer of the master pool bond ▶ _____			
<b>39</b> If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . .			<input checked="" type="checkbox"/>
<b>40</b> If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .			<input type="checkbox"/>
<b>41a</b> If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
<b>b</b> Name of hedge provider ▶ _____			
<b>c</b> Type of hedge ▶ _____			
<b>d</b> Term of hedge ▶ _____			
<b>42</b> If the issuer has superintegrated the hedge, check box . . . . .			<input type="checkbox"/>
<b>43</b> If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . .			<input checked="" type="checkbox"/>
<b>44</b> If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . .			<input checked="" type="checkbox"/>
<b>45a</b> If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement . . . . .			
<b>b</b> Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____			

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

_____ Signature of issuer's authorized representative	_____ Date	<b>Sharon Knitter, President</b> Type or print name and title
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**Paid Preparer Use Only**

Print/Type preparer's name <b>James D. Shanahan</b>	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN <b>P01487287</b>
Firm's name ▶ <b>Taft Stettinius &amp; Hollister LLP</b>			Firm's EIN ▶ <b>31-0541755</b>	
Firm's address ▶ <b>111 E. Wacker Drive, Suite 2800</b>			Phone no. <b>(312) 527-4000</b>	



# Oak Brook Park District

## BOARD MEETING

### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: ORDINANCE NO. 20-0121: AN ORDINANCE APPROVING FINANCING FOR THE PURCHASE AND INSTALLATION OF LED BALLFIELD LIGHTING AT SPECIFIED CENTRAL PARK BALLFIELDS**

**AGENDA No.:** 7 D

**MEETING DATE:** JANUARY 20, 2020

**STAFF REVIEW:** Chief Financial Officer, Marco Salinas:

*Marco Salinas*

**RECOMMENDED FOR BOARD ACTION:** Executive Director, Laure Kosey:

*Laure Kosey M.S.*

**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY)**

The Oak Brook Park District (“District”) desires to install new LED outdoor lighting fixtures at our Central Park North fields as well as replace existing HID outdoor lighting located at our Central Park (collectively the “project”). The costs to carry-out this project will approximate \$950,000, which the District desires to pay for by obtaining financing.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

The District has conducted discussions with the Village of Oak Brook (“Village”) to obtain partial financing for the project directly from the Village. Based on these discussions with the Village, the Village has offered to provide the District with \$500,000 in financing to be used for a portion of the project, at a fixed annual interest rate of 2%, to be repaid over 5 years.

The District has determined that it is in its best interest to pursue \$500,000 in financing from the Village and has directed our general counsel to prepare the necessary ordinance, intergovernmental agreement, promissory note and other related documents to approve and obtain financing in the amount of \$500,000.

The District is actively pursuing the remaining \$450,000 in financing, from a local banking institution.

**ACTION PROPOSED:**

A Motion (and a second) to approve Ordinance No. 20-0121: An ordinance approving financing for the purchase and installation of LED ballfield lighting at specified Central Park ballfields.

**ORDINANCE NO. 20-0121**

**AN ORDINANCE APPROVING FINANCING FOR THE  
PURCHASE AND INSTALLATION OF LED BALLFIELD LIGHTING  
AT SPECIFIED CENTRAL PARK BALLFIELDS**

**WHEREAS**, the Oak Brook Park District, Du Page and Cook Counties, Illinois (the "Park District"), is a duly organized and existing Park District created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Park District Code of the State of Illinois, and all laws amendatory thereof and supplementary thereto (the "Park Code"); and

**WHEREAS**, Section 8-1 of the Park Code authorizes the Park District to acquire and install equipment necessary for its corporate purposes; and

**WHEREAS**, on July 8, 2014, the Village of Oak Brook (the "Village") adopted Ordinance 2014-ZO-V-EX-S-1403 ("Ordinance 1403") in response to the Park District's request to adjust days of usage of certain ballfields at Central Park; and

**WHEREAS**, Ordinance 1403 established limitations on the Park District's operation of the ballfield lights, in order to address concerns about the ballfield light levels expressed by certain residents of the Forest Gate subdivision, located south of Central Park; and

**WHEREAS**, since the adoption of Ordinance 1403, the Park District has endeavored to balance compliance with the lighting restrictions with the responsible delivery of recreational services on the lighted ballfields for the benefit of its residents and taxpayers; and

**WHEREAS**, in 2019, the Village, Park District and Forest Gate attempted to amend Ordinance 1403 to address certain light measurement procedures, whereupon it was determined that installation of LED lights on the ballfields provided the most effective means for balancing the interests of Forest Gate and the Park District; and

**WHEREAS**, purchase of LED lighting for the ballfields on Central Park is not identified on the Park District's capital improvement plan for the next three years; and

**WHEREAS**, the Park District has determined that the purchase and installation of new LED lighting for the Central Park Ballfields identified in Exhibit A before commencement of the 2020 spring season (or as soon as the District deems practicable thereafter) (“Project”) and the elimination of provisions in Ordinance 1403 requiring annual testing of ballfield lighting levels in the Forest Gate Subdivision is in the best interests of the community; and

**WHEREAS**, the Park Board finds that it does not have sufficient funds on hand for the Project, and the total costs of this borrowing including legal, financial and other expenses will be no less than \$500,000; and

**WHEREAS**, the Village has offered to provide the Park District with a low interest loan in the principal amount of \$500,000 to enable the Park District to proceed with the Project on the terms set forth in the Intergovernmental Loan Agreement attached hereto as Exhibit A and incorporated herein; and

**WHEREAS**, Article VII, section 10 of the Illinois Constitution of 1970 provides that units of local government “may contract or otherwise associate among themselves... to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance; and

**WHEREAS**, Article VII, Section 10, further provides that “[p]articipating units of government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities;” and

**WHEREAS**, the Park Board hereby finds and determines that entering into the joint and cooperative loan agreement with the Village is reasonable, necessary, and in the public interest and welfare; and

**WHEREAS**, the borrowing must be authorized by ordinance passed by the Park Board; and

**WHEREAS**, the Village has agreed to loan the Park District the sum of \$500,000 pursuant to the terms set forth in the promissory note in substantially the form attached hereto as Exhibit B (the "Promissory Note"), which shall be evidence of this borrowing in compliance with the requirements of the Park Code and applicable law; and



**NOW, THEREFORE, BE IT ORDAINED** by the Board of Park Commissioners of the Oak Brook Park District, DuPage County, Illinois, as follows:

**Section 1.** The Park Board hereby finds that all of the recitals contained in the preamble to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

**Section 2.** It is hereby found and determined that the Park District is authorized by law to borrow the sum of \$500,000 upon the credit of the Park District and as evidence of such indebtedness, to issue the Promissory Note, the proceeds of which shall be used for the purposes aforesaid, and it is necessary and for the best interests of the Park District that the Promissory Note be issued at this time and in said amount.

**Section 3.** There shall be borrowed on the credit of, and for, and on behalf of the Park District the sum of \$500,000 for the purposes aforesaid. The Promissory Note in substantially the form attached hereto as Exhibit B is hereby authorized and approved by the Park Board.

**Section 4.** The Park Board President and Secretary are hereby authorized and directed to execute and deliver to the Village the Promissory Note and all other documents reasonably necessary in connection with the financing, consistent with the Park Board's intent as stated in this Ordinance, upon the Park District's receipt of the sum of \$500,000 from the Village.

**Section 5.** The Promissory Note is herewith and in all respects approved, ratified and confirmed, it being found and determined that acceptance of the Village's offer is in the best interests of the Park District, and no person holding any office of the Park District, either by election or appointment, is in any manner interested, either directly or indirectly, in his own name or in the name of any other person, association, trust or corporation, in said Promissory Note.

**Section 6.** This Ordinance does not authorize the levy and collection of a direct annual tax to pay the principal or the interest on the Promissory Note.

**Section 7.** The District agrees to comply with all provisions of the Internal Revenue Code which if not complied with by the District would cause the interest on the Promissory Note not to be tax-exempt in the hands of a holder.

**Section 8.** All ordinances, resolutions, orders, or parts thereof in conflict with the provisions of

this Ordinance be and the same are hereby repealed to the extent of such conflict, and upon the passage and approval hereof as provided by law, this Ordinance shall become effective as provided by law.

Adopted by the Board of Park Commissioners of the Oak Brook Park District this 20<sup>th</sup> day of January, 2020.

AYES:  
NAYS:  
ABSENT:  
ABSTAIN:

**OAK BROOK PARK DISTRICT**

By: \_\_\_\_\_  
President, Board of Park Commissioners

**ATTEST:**

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

**EXHIBIT A**  
**[BALLFIELDS TO RECEIVE LED LIGHTING]**

**EXHIBIT B**  
**[INTERGOVERNMENTAL LOAN AGREEMENT]**

**EXHIBIT C**  
**[2019 PROMISSORY NOTE]**

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DUPAGE    )

**CERTIFICATION OF ORDINANCE**

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Commissioners (the “*Board*”) of the Oak Brook Park District, DuPage and Cook Counties, Illinois (the “*District*”), and that as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing Ordinance entitled:

Ordinance No. 20-0121

AN ORDINANCE APPROVING FINANCING FOR THE PURCHASE  
AND INSTALLATION OF LED BALLFIELD LIGHTING AT  
SPECIFIED CENTRAL PARK BALLFIELDS.

was adopted at the meeting of the Board held on the 20<sup>th</sup> day of January, 2020 and is a true, correct and complete copy thereof, as adopted at said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 48-hour period preceding said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, the Illinois Park District Code as amended, and that the Board has complied with all of the provisions of said Acts and Codes and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the District, this 20th day of January, 2020.

\_\_\_\_\_  
Secretary, Board of Commissioners

(SEAL)

Exhibit A  
Ballfields to Receive LED Lighting



## **INTERGOVERNMENTAL LOAN AGREEMENT**

**THIS INTERGOVERNMENTAL LOAN AGREEMENT** is made as of this \_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), by and between the Village of Oak Brook, 1200 Oak Brook Road, Oak Brook Illinois 60523 (“Village”) and the Oak Brook Park District, 1450 Forest Gate Road, Oak Brook Illinois 60523 (“Park District”). The Village and the Park District are sometimes referred to herein as a “Party” and collectively as “Parties.”

### **RECITALS:**

- A. The Park District is a duly organized and existing Illinois park district created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Park District Code of the State of Illinois, and all laws amendatory thereof and supplementary thereto (the “Park Code”) and applicable law.
- B. The Village is a duly organized and existing Illinois municipality created under the provisions of the law of the State of Illinois, and is now operating under the provisions of the Municipal Code of the State of Illinois, and all laws amendatory thereof and supplementary thereto (the “Municipal Code”) and applicable law.
- C. The Park District conducts organized recreational sporting activities on lighted ballfields situated in Central Park in the Village of Oak Brook; and
- D. Central Park is adjacent to Forest Gate Subdivision, a gated residential community consisting of \_\_\_\_ homes.
- E. Forest Gate residents have in the past expressed concerns about the impact of light emanating from the Park District’s lighted ballfields.
- F. On July 8, 2014, the Village adopted Ordinance 2014-ZO-V-EX-S-1403 (“Ordinance 1403”) in response to the Park District’s request to adjust days of usage of certain ballfields at Central Park; Ordinance 1403 established limitations on the Park District’s operation of the ballfield lights in order to address concerns about the ballfield light levels expressed by Forest Gate residents.
- G. Since the adoption of Ordinance 1403, the Park District has endeavored to balance compliance with the lighting restrictions with the responsible delivery of recreational services on the lighted ballfields for the benefit of its residents and taxpayers.
- H. In 2019, the Village, Park District and Forest Gate attempted to amend Ordinance 1403 to address certain light measurement procedures, whereupon it was determined that installation of LED lights on the ballfields provided the most effective means for balancing the interests of Forest Gate and the Park District.
- I. The purchase of LED lighting for the ballfields on Central Park is not identified on the Park District’s capital improvement plan for the next three years.

- J. The Park District has determined that the purchase and installation of new LED lighting for certain Central Park Ballfields on the Property described in Ordinance No. 1403 before commencement of the 2020 spring season (or as soon as the District deems practicable thereafter) (“Project”) is in the best interests of the community.
- K. The Park Board finds that it does not have sufficient funds on hand for the Project, and the total costs of this borrowing including legal, financial and other expenses will be no less than \$500,000.
- L. The Village has determined that it is in the best interests of the community to provide a low interest loan to the Park District in the principal amount of \$500,000 on the terms set forth herein to enable the Park District to proceed with the Project.
- M. Article VII, section 10 of the Illinois Constitution of 1970 provides that units of local government “may contract or otherwise associate among themselves... to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance.
- N. Article VII, section 10, further provides that “[p]articipating units of government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities.”
- O. The Village and the Park District have determined that it is reasonable, necessary, and in the public interest and welfare for the Village to loan the Park District the funds necessary to construct the Project, and for the Parties to document the loan by this Loan Agreement and the Promissory Note attached as Exhibit A hereto (“Note”).

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, and other valuable consideration, it is mutually agreed by and between the District and the Village as follows

1. The Village agrees to loan the sum of \$500,000 (“Note Proceeds”) to the Park District pursuant to the terms of the Note. The Note shall contain all the terms of this Agreement, whether or not specifically stated in the Note. Upon receipt of the Note Proceeds and issuance of the Note, the District shall make the payments of principal and interest to the Village as specified in the Note. The Note shall be dated \_\_\_\_\_, 2020, shall be designated “2020 Promissory Note,” and shall be in substantially the form set forth in Exhibit A.
2. The Note shall bear interest at the rate of 2.00 % per annum (“Note Interest Rate”). Principal and accrued interest on the Note shall be payable in lawful money of the United States of America at the Oak Brook Village Hall pursuant to the Amortization Schedule attached as Exhibit A to the Note.
3. The Note shall be signed by the manual signatures of the President and Secretary of the Park Board, and shall be countersigned by the manual signature of the Treasurer of the Park District, and the seal of the Park District shall be affixed thereto or printed thereon, and in case any officer whose signature shall appear on the Note shall cease to be such officer before the

delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

4. The Village shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal and interest on the Note shall be made only to the Village. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

5. The Note shall be subject to redemption prior to maturity at the option of the District, as a whole, or in part in integral multiples of \$5,000 on or after December 31, 2020. Interest on the remaining balance shall be recalculated at the Note interest rate, without further interest or penalty.

6. The Note hereby authorized shall be executed as in this Agreement provided, and thereupon deposited with the Treasurer of the Park Board, and be by said Treasurer delivered to the purchaser thereof, namely, the Village of Oak Brook, Oak Brook, Illinois (the "Purchaser"), upon receipt of the purchase price therefor, the same being \$500,000. No person holding any office of the District either by election or appointment, is in any manner interested, either directly or indirectly, in his own name or in the name of any other person, association, trust or corporation, in this Agreement or the Note.

7. The Note proceeds shall be deposited to the credit of a special fund of the District, to be known as the "Park District Project Fund" (the "Project Fund").

8. The District shall disburse the funds on deposit in the Project Fund to pay (i) costs associated with the Project (the "Disbursements"); (ii) costs of the Project previously incurred and paid by the District; and (iii) related costs incurred in connection with the Project, including costs of issuance of the Note.

9. The District hereby represents, warrants and agrees that the obligation to make the payments due under this Agreement shall be a direct general obligation of the District payable from the corporate funds of the District and such other sources of payment as are otherwise lawfully available. The District represents and warrants that (i) its obligation to repay the Principal and Interest of the Note, together with other general obligations of District, are within applicable debt limitations and (ii) the execution and delivery of this Agreement and the Note have been duly authorized by appropriate action of the Board. The District agrees that it will appropriate funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Note.

10. All Notices and demands required hereunder shall be in writing and shall be deemed to have been given or made when delivered personally or when mailed by registered or certified mail, postage prepaid, addressed as follows:

If to the District: Executive Director  
Oak Brook Park District  
1450 Forest Gate Road  
Oak Brook Illinois 60523



If to Village, at Village Manager  
Village of Oak Brook  
1200 Oak Brook Road  
Oak Brook, Illinois 60523

11. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the Park District, by its Board of Park Commissioners, has caused this Agreement to be executed by the President of said Board of Park Commissioners and attested by the Secretary of said Board of Park Commissioners, and the seal of the District to be hereunto affixed, and the Village has caused this Agreement to be executed by its officers and attested by one of its officers and its corporate seal to be hereunto affixed, all as of the day and year first above written.

**OAK BROOK PARK DISTRICT,**  
DuPage and Cook Counties, Illinois

(SEAL)

By: \_\_\_\_\_  
President, Board of Park Commissioners

Attest:

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

**VILLAGE OF OAK BROOK**  
DuPage and Cook Counties, Illinois

By \_\_\_\_\_  
President, Board of Trustees

Attest:

By \_\_\_\_\_  
Village Clerk

**EXHIBIT A**  
**Promissory Note**

UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTY OF DUPAGE

OAK BROOK PARK DISTRICT  
2020 PROMISSORY NOTE

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

Note Owner: VILLAGE OF OAK BROOK (THE "LENDER")  
Total Principal Amount: FIVE HUNDRED THOUSAND DOLLARS (\$500,000)  
Maturity Dates: December 31, 2020, 2021, 2022, 2023, 2024  
Interest Rate: 2.00%

KNOW ALL PERSONS BY THESE PRESENTS, that the Oak Brook Park District, DuPage and Cook Counties, Illinois (the "District"), hereby acknowledges itself to owe and for value received promises to pay to the Note Owner identified above, the Principal Amount identified above and to pay interest on such Principal Amount at the rate of 2.00 % per annum (computed upon the basis of 30/360), payable on June 30 and December 31 of each year until the Principal is fully paid at maturity on December 31, 2024, according to the amortization schedule attached hereto as Exhibit A.

This Note is subject to full or partial prepayment at the price of par plus interest accrued to the date of prepayment. The principal of this Note is payable in lawful money of the United States of America at the office of the Note Owner.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Note, including the authorizing act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the District, represented by the Note, and including all other indebtedness of the District, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and the District agrees and covenants to make provision for the payment of the interest hereon and also to pay and discharge the principal hereof as the same falls due in the annual appropriation ordinances to be duly adopted by the Board of Park Commissioners of the District, and published, all in the manner, form and time as provided by law.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the District. THE NOTE OWNER ACKNOWLEDGES THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE DISTRICT OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

This Note is being issued by the District for the purpose of paying the costs to purchase, furnish, equip and install LED ballfield lighting on certain ballfields located at Central Park, and of paying expenses incidental thereto, all as described and defined in the Intergovernmental Loan Agreement and the District's ordinance authorizing the Note (the "Ordinance"), pursuant to and in all respects in compliance with the applicable provisions of the Park District Code, as amended, and as further supplemented by the Local Government Debt Reform Act, as amended (the "Act"), and with the Ordinance, which has been duly adopted by the Board of Park Commissioners of the District, in all respects as by law required. The Notes are secured by the general revenues of the District.

This Note may not be transferred or exchanged. The District shall deem and treat the Note Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal and interest due hereon and for all other purposes, and the District shall not be affected by any notice to the contrary.

IN WITNESS WHEREOF, the Oak Brook Park District, DuPage and Cook Counties, Illinois, by its Board of Park Commissioners, has caused this Note to be executed by the President, and the Secretary or Treasurer of its Board of Park Commissioners and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

*[signatures appear on next page]*

\_\_\_\_\_  
President, Board of Park Commissioners

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

\_\_\_\_\_  
Treasurer, Board of Park Commissioners

[SEAL]

**PARK DISTRICT NOTE AUTHENTICATION**

Date of Authentication: \_\_\_\_\_

**CERTIFICATE OF AUTHENTICATION**

This note is the Note of the Oak Brook Park District, DuPage and Cook Counties, Illinois, and described in the within-mentioned Intergovernmental Loan Agreement and Ordinance.

\_\_\_\_\_  
Treasurer, Board of Park Commissioners  
as Note Registrar

**EXHIBIT A**  
**AMORTIZATION SCHEDULE**

**EXHIBIT A  
AMORTIZATION SCHEDULE**

**Oak Brook Park District  
Amortization Schedule  
\$500,000 borrowing from the Village of Oak Brook**

Note Amount	\$500,000.00
Annual Interest Rate	2.00%
Compounding Frequency	Daily
Daily Interest	0.005555555556%
Loan Repayment Period (year:	5
Number of Payments Per Year	2
Annual Payment Amount	<b>(\$106,079.20)</b>

Date	Beginning Principal Balance	Number of Days Since Last Interest Payment Date	Interest Payment	Principal Payment	Total Payment	Calendar Year Payment	Ending Principal Balance
12/31/2019	\$ 500,000.00	N/A	\$ -	\$ -	\$ -		\$ 500,000.00
6/30/2020	500,000.00	180	\$ 5,000.00	\$0.00	\$ 5,000.00		500,000.00
12/31/2020	500,000.00	180	\$ 5,000.00	\$96,079.20	\$ 101,079.20	\$106,079.20	403,920.80
6/30/2021	403,920.80	180	\$ 4,039.21	\$0.00	\$ 4,039.21		403,920.80
12/31/2021	403,920.80	180	\$ 4,039.21	\$98,000.78	\$ 102,039.99	\$106,079.20	305,920.02
6/30/2022	305,920.02	180	\$ 3,059.20	\$0.00	\$ 3,059.20		305,920.02
12/31/2022	305,920.02	180	\$ 3,059.20	\$99,960.80	\$ 103,020.00	\$106,079.20	205,959.23
6/30/2023	205,959.23	180	\$ 2,059.59	\$0.00	\$ 2,059.59		205,959.23
12/31/2023	205,959.23	180	\$ 2,059.59	\$101,960.01	\$ 104,019.60	\$106,079.20	103,999.21
6/30/2024	103,999.21	180	\$ 1,039.99	\$0.00	\$ 1,039.99		103,999.21
12/31/2024	103,999.21	180	\$ 1,039.99	\$103,999.21	\$ 105,039.20	\$106,079.20	-
<b>Totals:</b>				<b>\$ 30,395.99</b>	<b>\$ 500,000.00</b>	<b>\$ 530,395.99</b>	<b>\$ 530,395.99</b>



# Oak Brook Park District

## BOARD MEETING

### AGENDA ITEM --HISTORY/COMMENTARY

**ITEM TITLE: ORDINANCE 20-0217, AN ORDINANCE TRANSFERRING FUNDS TO AND FROM SEVERAL PARK DISTRICT FUNDS.**

**AGENDA No.:** 8 A

**MEETING DATE:** JANUARY 20, 2020

**STAFF REVIEW:**

Chief Financial Officer, Marco Salinas:

**RECOMMENDED FOR BOARD ACTION:** Executive Director, Laure Kosey:

**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY)**

Included in the fiscal year 2019-2020 adopted budgets, are several operating transfers between our Corporate (General), Recreation, Debt Service, and Capital Projects Funds. The purposes of these transfers are to provide funding for our current year capital purchases and improvements, as well as funding for the repayment of a portion of our outstanding long-term debt.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

The accompanying ordinance authorizes the transfer of funds between our Corporate (General), Recreation, Debt Service, and Capital Projects Funds for fiscal year 2019-2020.

**ACTION PROPOSED:**

For review and discussion only.

**ORDINANCE NO. 20-0217**

**AN ORDINANCE TRANSFERRING FUNDS TO AND FROM  
SEVERAL PARK DISTRICT FUNDS**

---

**WHEREAS**, the first six months of fiscal year 2019-2020 of the Oak Brook Park District have elapsed; and

**WHEREAS**, Section 4-4 of the Park District Code provides that, after the first six months of any fiscal year, funds from any appropriation item may be transferred, by a two-thirds vote, to any other item of appropriation, so that the item to which said transfer is made is increased to the extent of the amount so transferred; and

**WHEREAS**, the Board of Park Commissioners has determined that it is necessary and desirable to make certain appropriation transfers as provided herein,

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, as follows:

**Section 1:** Funds in the amounts listed in Exhibit A, which were appropriated in the Budget and Appropriation Ordinance for fiscal year 2019-2020 for the Corporate (General) and Recreation Funds, are hereby transferred to the Debt Service and Capital Projects Funds, with the Debt Service and Capital Projects Funds increased to the extent so transferred as listed in Exhibit A.

**Section 2:** This Ordinance shall be in full force and effect after its passage and approval by a two-thirds vote of the Board of Commissioners.

**Section 3.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict, so that this Ordinance shall have full force and effect as written.



**PASSED AND APPROVED This 17<sup>th</sup> Day of February, 2020.**

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

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

**ABSENT:** \_\_\_\_\_

Approved:

\_\_\_\_\_  
Sharon Knitter, President

ATTEST:

\_\_\_\_\_  
Laure L. Kosey, Secretary

**Exhibit A**

<b>Fund</b>	<b>Operating Transfer Out</b>	<b>Operating Transfer In</b>	<b>Purpose</b>
General Fund	\$300,000.00		-To fund FY 2019/2020 capital purchases & improvements.
Capital Projects Fund		\$300,000.00	
Recreation Fund	\$81,011.02		-To fund FY 2019/2020 debt service payments on our 2018 \$500,000 debt certificates.
Debt Service Fund		\$81,011.02	
General Fund	\$26,574.55		-To fund FY 2019/2020 debt service payments on our General Obligation Bonds, Series 2016.
Debt Service Fund		\$26,574.55	
<b>Totals:</b>	<b>\$407,585.57</b>	<b>\$407,585.57</b>	



## Oak Brook Park District

### BOARD MEETING

#### AGENDA ITEM –HISTORY/COMMENTARY

**ORDINANCE No. 20-0218: AN ORDINANCE AUTHORIZING THE DESTRUCTION OF THE VERBATIM RECORD OF CERTAIN CLOSED MEETINGS**

AGENDA No.: 8 B

MEETING DATE: JANUARY 20, 2020

RECOMMENDED FOR BOARD ACTION: Executive Director, Laure Kosey:

**ITEM HISTORY(PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

As required by the Open Meetings Act, the closed meeting sessions of the Board Meetings are recorded. After 18 months, the Act permits the Board to authorize the destruction of these recordings, as long as the written minutes have been approved by the Board. The written minutes of these meetings have been approved by the Board of Commissioners, routinely, which occurred at the next executive meeting held after the meeting date.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

The following Closed Meeting recordings are now over 18 months in age.

April 16, 2018  
June 18, 2018

July 16, 2018

Ordinance 20-0218 authorizes the destruction of the verbatim record of the above listed meetings.

**ACTION PROPOSED:**

For review and discussion only.

**ORDINANCE NO. 20-0218**  
**AN ORDINANCE AUTHORIZING THE DESTRUCTION OF THE**  
**VERBATIM RECORD OF CERTAIN CLOSED MEETINGS**

---

**WHEREAS**, the Open Meetings Act (5 ILCS 120/1, *et seq.*) (the "Act") requires governmental bodies to keep a verbatim record of closed meetings by audio or video tape; and

**WHEREAS**, the Oak Brook Park District Board of Park Commissioners (the "Board") has complied with such requirement by providing for the Secretary of the Board to keep a verbatim record of all closed meetings by audio tape; and

**WHEREAS**, the Act also permits governmental bodies to destroy the verbatim record of closed meetings, no less than eighteen (18) months after the completion of the meeting recorded, without notification to or approval of a records commission or the State Archivist under the Local Records Act, but only after: i) the public body approves the destruction of a particular recording; and ii) the public body approves written minutes that meet the requirements of the Act for the closed meeting recorded; and

**WHEREAS**, at least eighteen (18) months have passed since the completion of certain closed meetings of the Board that are identified in Section 1 of this Ordinance, and the Board has approved written minutes for each of the such closed meetings; and

**WHEREAS**, the Board has determined that it is necessary and desirable to order the destruction of the verbatim record of the closed meetings identified in Section 1 of this Ordinance; and

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, as follows:

**Section 1.** The Board hereby finds that at least eighteen (18) months have passed since the completion of the following closed meetings of the Board, and that the Board has approved written minutes for such closed meetings:

April 16, 2018                      July 16, 2018  
June 18, 2018

**Section 2.** The Board hereby orders the destruction of the entire verbatim record, in the form of audio tapes, of the closed meetings identified in Section 1 of this Ordinance, and the Secretary is hereby authorized and directed to destroy said audio tapes in a suitable manner.

**Section 3.** All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

**Section 4.** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED AND APPROVED THIS 17<sup>TH</sup> DAY OF FEBRUARY, 2020.**

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

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

**ABSENT:** \_\_\_\_\_

\_\_\_\_\_  
**President Sharon Knitter**

**ATTEST:**

\_\_\_\_\_  
**Laure Kosey, Secretary**



# Oak Brook Park District

## BOARD MEETING AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: MARKET BASED SALARY RANGE ADJUSTMENT**

**AGENDA No.: 8 C**

**MEETING DATE: JANUARY 20, 2020**

**STAFF REVIEW:**

Human Resource Manager, Linda Noonan:

Handwritten signature of Linda Noonan in cursive.

**RECOMMENDED FOR BOARD ACTION:**

Laure Kosey, Executive Director:

Handwritten signature of Laure Kosey in cursive.

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

HR Source developed a pay grade structure for the District's full-time positions, effective May 1, 2013. Each year they gather and analyze data from internal and external sources to provide general industry structure adjustment recommendations. Their recommended annual adjustments have averaged 1.9% since then.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

HR Source is recommending a 2% adjustment effective May 1, 2020.

**ACTION PROPOSED:**

For review and discussion only.

1/14/2020

**Oak Brook Park District  
Pay Grades  
Effective: May 1, 2020\***

Pay Grade	FLSA	Job Title	Minimum	Midpoint	Maximum
13		Hold for Future Restructuring	129,811.54	162,264.44	194,717.33
			62.41	78.01	93.61
12	E	Executive Director	114,272.48	142,838.25	171,406.10
			54.94	68.67	82.41
11	E	Deputy Director	100,590.64	125,737.26	150,884.92
			48.36	60.45	72.54
10	E	Chief Financial Officer	88,548.71	110,684.85	132,822.03
	E	Director of Recreation and Facilities	42.57	53.21	63.86
9	E	Director of Parks and Planning	77,947.03	97,432.49	116,921.07
			37.47	46.84	56.21
8	E	Superintendent of Aquatic and Maintenance Operations	68,615.06	85,768.05	102,924.15
	E	Superintendent of Enterprise Operations	32.99	41.23	49.48
	E	Superintendent of Facilities			
	E	Superintendent of IT and Communications			
	E	Superintendent of Recreation			
7	E	Finance Manager	60,400.97	75,500.18	90,601.46
	E	Human Resource Manager	29.04	36.30	43.56
	E	IT Manager			
6	NE	Building Engineer	53,170.61	66,461.45	79,754.36
	E	Family Aquatic Center Manager	25.56	31.95	38.34
	E	FRC Facility Manager			
5	E	Administrative Services Specialist	46,804.41	58,505.25	70,206.09
	E	Corporate & Community Relations	22.50	28.13	33.75
	E	Creative Services Administrator			
	E	Marketing and Communications Administrator			
	E	Recreation Manager Adult Programs			
	E	Recreation Manager Athletics			
	E	Recreation Manager Youth Programs			
4	NE	Account Clerk	41,201.48	51,501.60	61,800.67
	E	Fitness Supervisor	19.81	24.76	29.71
	E	FRC Facility Supervisor			
	NE	Landscape Specialist			
	E	Lead Aquatic Supervisor			
	NE	Park Specialist			
	E	Tennis Center Assistant Manager			
3	E	Aquatic Supervisor	36,269.28	45,336.08	54,402.88
	NE	Registration Clerk	17.44	21.80	26.16
2	NE	Building Technician	31,927.74	39,908.90	47,890.05
	NE	Park District Lead Custodian	15.35	19.19	23.02
	NE	Park Technician			
1	NE	Park District Custodian	28,104.07	35,129.57	42,156.10
			13.51	16.89	20.27

\*NOTE: Per HR Source (formerly Management Association of IL), 2% market adjustment increase over May 1, 2019.



# Oak Brook Park District

## BOARD MEETING

### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: PARK TECHNICIAN AND PARK SPECIALIST FOR 2020-2021 FISCAL YEAR**

**AGENDA No.: 8 D**

**MEETING DATE: JANUARY 20, 2020**

**STAFF REVIEW:** Director of Parks and Planning, Bob Johnson:

**RECOMMENDED FOR BOARD ACTION:** Executive Director, Laure Kosey:

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

The Parks Department is comprised of four (4) full-time, non-exempt (hourly) staff members.

- 1 Landscape Specialist
- 1 Park Specialist
- 2 Park Technicians

With the acquisition of the Central Park North fields, as well as management of the Village soccer fields, it is necessary to strengthen the staff resources in the Parks Department. The addition of two full-time positions, one Park Technician and one Park Specialist, will help provide the means to maintain the park sites to a high quality, and meet the demands of the community. The hiring dates for these positions would be after May 1, 2020. Expenses for these two positions will be offset by field rental revenues from Central Park North and the Village soccer fields.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

Staff requests budget approval for the above referenced positions for fiscal year 2020-2021.

**ACTION PROPOSED:**

For review and discussion only





# Oak Brook Park District

## BOARD MEETING

### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: RESOLUTION 20-0220: A RESOLUTION AMENDING THE AGREEMENT BETWEEN THE OAK BROOK PARK DISTRICT AND CLASSIC LANDSCAPE, LTD. FOR TURF GRASS MOWING.**


**AGENDA No.: 8 E**

**MEETING DATE: JANUARY 20, 2020**

**STAFF REVIEW:**

Director of Parks and Planning, Bob Johnson: 

**RECOMMENDED FOR BOARD ACTION:**

Executive Director, Laure Kosey: 

**ITEM HISTORY(PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

At the March 19<sup>th</sup> 2018 Board Meeting, the Board accepted a bid from Classic Landscape, Ltd. for Turf Mowing Services and entered into an agreement for turf grass mowing services until March 31, 2019. Section 2 of the contract provided that the contract could be extended for up to two additional years to March 31, 2021, upon the approval by the District and Classic Landscape, Ltd.

In March of 2019, the District approved extending the contract for an additional year, expiring March 31, 2020.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

The Park District wishes to extend the contract term one final year to March 31, 2021.

**ACTION PROPOSED:**

For review and discussion only

**RESOLUTION NO. 20-0220**

**A RESOLUTION AMENDING THE AGREEMENT BETWEEN THE OAK BROOK  
PARK DISTRICT AND CLASSIC LANDSCAPE, LTD.  
FOR TURF GRASS MOWING**

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**WHEREAS**, the Oak Brook Park District (the “District”) is authorized to enter contracts for supplies, materials and work (70 ILCS 1250/8-1); and

**WHEREAS**, on March 19, 2018, the District and Classic Landscape, Ltd. (the “Contractor”) entered a one-year Agreement for Turf Grass Mowing services (the “Agreement”) with a term remaining in full force and effect through March 31, 2019, and Section 2 of the Agreement provided that it could be extended for an additional one-year period, up to two years, upon approval of such an extension by the District and the Contractor, and upon prior appropriation therefor; and

**WHEREAS**, the District and the Contractor have agreed to an extension of one year, and the District has appropriated sufficient funds for such extension,

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, as follows:

**Section 1.** The Board of Park Commissioners of the District hereby approves a one (1) year renewal of the Agreement, from April 1, 2020 to March 31, 2021 subject to the terms and conditions of the "Amendment to an Agreement Between the Oak Brook Park District and Classic Landscape, Ltd. for Turf Grass Mowing" (the "Amendment"), and the President and Secretary of the District are hereby authorized, respectively, to execute and attest the Amendment in substantially the form attached hereto and made a part of this Resolution as Exhibit "A".

**Section 2.** All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed to the extent of the conflict.

**Section 3.** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED AND APPROVED THIS 17<sup>th</sup> DAY OF FEBRUARY, 2020.**

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

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

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Sharon Knitter, President

ATTEST:

\_\_\_\_\_  
Laure Kosey, Secretary

**AMENDMENT TO AN AGREEMENT BETWEEN THE  
OAK BROOK PARK DISTRICT AND CLASSIC LANDSCAPE, LTD.  
FOR THE TURF GRASS MOWING PROJECT**

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**THIS AMENDMENT** (the "Amendment") to the "Agreement Between the Oak Brook Park District and Classic Landscape, Ltd. for the Turf Grass Mowing Project," dated March 19, 2018 (the "Agreement"), is made and entered into by and between the Oak Brook Park District ("District") and Classic Landscape, Ltd. ("Classic"). District and Classic are hereinafter sometimes referred to together as the "Parties."

**WITNESSETH:**

**WHEREAS**, the Parties entered into the Agreement for the provision of turf grass maintenance services to various District parks by Classic; and

**WHEREAS**, pursuant to Article II of the Agreement, the term of the Agreement expired on March 31, 2019 unless the Parties agree to extend the Agreement upon the same terms and conditions, for period up to two (2) years; provided that the District appropriated sufficient funds for such an extension; and

**WHEREAS**, the parties extended the contract from April 1, 2019 through March 31, 2020, and

**WHEREAS**, the Parties desire to extend the Agreement by one (1) additional year; and

**WHEREAS**, the District has appropriated sufficient funds for such extension and increase of the Contract Price; and

**WHEREAS**, the Oak Brook Park District Board of Park Commissioners has determined that the best interest of the District and the public will be served to extend the Agreement based on the terms and conditions set forth in this Amendment.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements herein set forth, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the District and Classic agree to the terms and conditions of this Amendment as follows:

**ARTICLE I**

**THE RECITALS ARE PART OF THIS AMENDMENT**

The representations, covenants and recitations set forth in the foregoing recitals are material to this Amendment and are hereby incorporated into and made a part of this Amendment as though fully set forth in this Article I.

**ARTICLE II**

**EXTENSION OF TERM OF AGREEMENT**

In accordance with Article II of the Agreement, the term of the Agreement is hereby

extended for one (1) year, with an expiration date of March 31, 2021.

**ARTICLE III**  
**REMAINING AGREEMENT PROVISIONS**

All other provisions, terms and conditions of the Agreement not amended by this Amendment shall remain in full force and effect without revision. In the event of any conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment will control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this 17th day of February, 2020.

OAK BROOK PARK DISTRICT

CLASSIC LANDSCAPE, LTD.

By: \_\_\_\_\_  
Sharon Knitter, Its President

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

Attest: \_\_\_\_\_  
Laure Kosey, Its Secretary

Attest: \_\_\_\_\_  
Its: \_\_\_\_\_



# Oak Brook Park District

## BOARD MEETING

### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: ORDINANCE 20-0122: AN ORDINANCE AMENDING THE OAK BROOK PARK DISTRICT SEXUAL HARASSMENT POLICY IN COMPLIANCE WITH THE WORKPLACE TRANSPARENCY ACT, PA 101-0221 (REQUIRES WAIVING THE BOARD RULES TO APPROVE AT THIS MEETING.)**

**AGENDA No.: 8 F**

**MEETING DATE: JANUARY 20, 2020**

STAFF REVIEW:

Chief Financial Officer, Marco Salinas:

RECOMMENDED FOR BOARD ACTION:

Executive Director, Laure Kosey:

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

The Illinois General Assembly recently enacted Public Act 101-0221, effective August 9, 2019, which creates the Workplace Transparency Act (“Act”).

As required by the Act, within 6 months from the effective date, every governmental unit shall adopt an ordinance or resolution amending its sexual harassment policy to provide for a mechanism for the reporting and independent review of allegations of sexual harassment made against an elected official of the governmental unit by another elected official of the governmental unit.

When approved by the Board of Commissioners, Ordinance 20-0122 the Oak Brook Park District’s Sexual Harassment Policy (“Policy”) will be amended to comply with the Act by the addition of the following language as a new section in the District’s Personnel Policy Manual “Section 4.15. Non-Discrimination and Anti -Harassment” and in the District’s Board Manual as new section “1.8. Sexual Harassment:”

“Any commissioner of the Oak Brook Park District Board of Park Commissioners (“Park Board”) who believes that s/he has been sexually harassed by another Park Board Commissioner may file a complaint with the Park Board President. If the Board President is the reporting person or is implicated by the allegation, the report can be made to any other Park Board Commissioner. Any report under this section must be referred to the District’s legal counsel. The District’s legal counsel shall promptly appoint a qualified independent attorney or consultant to review and investigate the allegations. The Executive Director and Board President are hereby authorized and directed to implement and administer the Policy in accordance with applicable law.”

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

The Act also requires the Department of Human Rights to make a model sexual harassment training program available for employers to provide to their employees, and requires employers to provide the Department’s training program to their employees at least once a year. The legislation allows employers to establish and utilize their own sexual harassment prevention training program as long as it equals or exceeds minimum state standards.

The Park District’s attorney recommends the approval of Ordinance 20-0122 at this meeting as the Act requires units of local government to amend their policy by early February 2020. Staff is respectfully requesting the Board to waive the Board’s Rules to approve Ordinance 20-0122 at this meeting.

**ACTION PROPOSED:**

A Motion and a second to waive the Board's Rules to approve at this meeting Ordinance 20-0122: An Ordinance Amending the Oak Brook Park District Sexual Harassment Policy in compliance with the Workplace Transparency Act, PA 101-0221.

A Motion and a second to approve Ordinance 20-0122: An Ordinance Amending the Oak Brook Park District Sexual Harassment Policy in compliance with the Workplace Transparency Act, PA 101-0221.

**ORDINANCE NO. 20-0122**

**ORDINANCE APPROVING OAK BROOK PARK DISTRICT  
AMENDED SEXUAL HARASSMENT POLICY**

**WHEREAS**, the Illinois General Assembly has enacted amendments to the State Officials and Employees Ethics Act in Public Act 101-221, some portions of which became effective August 9, 2019 (the “Act”); and

**WHEREAS**, the Act requires each covered unit of local government to, among other requirements, adopt an ordinance or resolution incorporating a specific procedure for the reporting and independent review of allegations of sexual harassment made against an elected official of the governmental unit by another elected official within 6 months after the effective date of the Act; and

**WHEREAS**, the Board of Park Commissioners of the Oak Brook Park District has determined, and hereby declares, that it is necessary and in the best interests of the District and its residents to modify its current sexual harassment policy, in order to ensure full compliance with the Act.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF PARK COMMISSIONERS OF THE OAK BROOK PARK DISTRICT, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION ONE:** The recitals set forth hereinabove shall be and are hereby incorporated in this Section One as if said recitals were fully set forth herein.

**SECTION TWO:** The Oak Brook Park District’s Sexual Harassment Policy (“Policy”) is hereby amended to comply with the Act by the addition of the following language as a new section in the District’s Personnel Policy Manual Section 4.15. Non-Discrimination and Anti -Harassment and in the District’s Board Manual as new section 1.8. Sexual Harassment:

Any commissioner of the Oak Brook Park District Board of Park Commissioners (“Park Board”) who believes that s/he has been sexually harassed by another Park Board Commissioner may file a complaint with the Park Board President. If the Board President is the reporting person or is implicated by the allegation, the report can be made to any other Park Board Commissioner. Any report under this section must be referred to the District’s legal counsel. The District’s legal counsel shall promptly appoint a qualified independent attorney or consultant to review and investigate the allegations. The Executive Director and Board President are hereby authorized and directed to implement and administer the Policy in accordance with applicable law.

**SECTION THREE:** Any prior ordinance, resolution, policy or order of the Oak Brook Park District in conflict with the provisions of the Policy or this Ordinance, shall be and hereby are, repealed to the extent of such conflict.



**SECTION FOUR:** This Ordinance shall take effect upon its passage and approval in the manner provided by law.

PASSED THIS 20th DAY OF JANUARY, 2020.

AYES:

NAYS:

ABSENT:

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President, Oak Brook Park District  
Board of Park Commissioners

ATTEST:

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Secretary, Board of Park Commissioners

STATE OF ILLINOIS                    )  
  ) SS.  
DUPAGE COUNTY                         )

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Oak Brook Park District Board of Park Commissioners, DuPage County, Illinois, and as such I am the keeper of the records and files of the Board of Park Commissioners of said Park District.

I further certify that the foregoing is a full, true and complete copy of Ordinance No. 20-0122 titled,

**ORDINANCE APPROVING OAK BROOK PARK DISTRICT  
AMENDED SEXUAL-HARASSMENT POLICY**

adopted at a duly called Regular Meeting of the Board of Park Commissioners of the Oak Brook Park District, held at Oak Brook, Illinois at 6:30 p.m. on the 20th day of January, 2020.

I do further certify that the deliberations of the Board on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all the provisions of said Act and said Code and with all the procedural rules of the Board.

IN WITNESS WHEREOF I hereunto affix my official signature at Oak Brook, Illinois, this 20th day of January, 2020.

\_\_\_\_\_  
Park District Board Secretary



# Oak Brook Park District

## BOARD MEETING

### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: BOARD OF COMMISSIONERS POSITION DESCRIPTIONS**

**AGENDA No.:** 8 G

**MEETING DATE:** JANUARY 20, 2020

**STAFF REVIEW:**

Linda Noonan, Human Resource Manager:

**RECOMMENDED FOR BOARD ACTION:** Laure Kosey, Executive Director:

**ITEM HISTORY(PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

The following position descriptions have been developed for Board review and approval:

- Park District Board Commissioner
- Park District Board President
- Park District Board Vice President
- Park District Board Treasurer
- Park District Board Secretary

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

Board of Commissioners position descriptions have been created to formalize and clarify the responsibilities of board member service.

**ACTION PROPOSED:**

For review and discussion only.

## **PARK DISTRICT BOARD COMMISSIONER**

### **ROLE**

The role of the Park District Board Commissioner is to serve the patrons of the Oak Brook Park District by understanding the needs of the community and by providing strategic direction and support to staff to meet those needs.

### **TERM OF SERVICE**

The Park District Board Commissioner is elected by residents within the Oak Brook Park District's jurisdictional boundaries to serve a 6-year term. A commissioner may be reelected to serve an unlimited number of 6-year terms.

### **RESPONSIBILITIES**

- Communicate with the public to gain an understanding of their needs to ensure the Park District is meeting those needs.
- Help set a strategic direction that adopts goals relating to the vision and mission of the District.
- Adopt policies based on well researched guidance from the Executive Director that allow the District to run efficiently, effectively, legally and ethically.
- Be well versed on the Park District's mission, services, policies and programs.
- Be an advocate for the District by identifying personal connections, networks and partnerships to secure financial resources and influence public policy to achieve its mission.
- Follow conflict of interest and confidentiality policies of the Board and assist the Board in carrying out its fiduciary duties.
- Promote the image of the District.
- Monitor the finances of and protect the assets of the Park District.
- Develop a solid understanding of laws, policies, and procedures associated with Board service.
- Prepare for and attend all Board and assigned committee meetings.
- Elect Board Officers – President, Vice President, Secretary and Treasurer.
- Attend and participate in special events and District functions.
- Hire, terminate, supervise, evaluate and support the Executive Director.

### **CONDUCT**

- Conduct the business of the Park District and the Board with civility and respect for one another, staff members, and the District's attorney.
- Adopt and adhere to a code of ethics.
- Conduct the business of the Park District and the Board only at duly called Board meetings.
- Support the role of the Executive Director as the administrator of the District.
- Direct all Board requests for information or resources to the Executive Director.

### **TRAINING**

- Develop a solid understanding of laws, policies, and procedures associated with service on the board, including:
  - Rules of the Board of Park Commissioners
  - Park District Code
  - Open Meetings Act
  - Freedom of Information Act
  - State Officials and Employees Ethics Act
  - Local Government Travel Expense Control Act

## **PARK DISTRICT BOARD PRESIDENT**

### **ROLE**

The role of the President is to lead the Board of Commissioners in setting a strategic direction for the Park District to serve the needs of the community.

### **TERM OF SERVICE**

The President is elected by the Board of Commissioners for a one-year term. A commissioner may serve as President for an unlimited number of one-year terms.

### **RESPONSIBILITIES**

- Serve as presiding officer at all meetings of the Board and preserves order and decorum at those meetings.
- Facilitate discussion at the meeting and establishes committees and appoints committee chairs as appropriate to address issues.
- Collaborate with the Executive Director to prepare the Board meeting agenda.
- Keep all Board members abreast of important issues affecting the District and schedule an annual Board evaluation.
- Appoint a temporary Secretary of the Board to serve in the absence of the Board elected Secretary.
- Enforce Board policies and monitor execution of all ordinances passed by the Board, all contracts approved by the Board and all other documents and papers of the District that by law require an official signature.
- Serve as the official liaison between the Board and the Executive Director, any staff member, and the District's attorney.
- Serve as the District's spokesperson and official District representative to the Illinois Association of Park Districts and any other official legislative committee that will enhance the mission and vision of the District.
- Conduct an annual performance evaluation of the Executive Director.
- Publish "A Letter From The President" in each of the District's seasonal brochures summarizing the accomplishments of the District and progress being made on projects.

## **PARK DISTRICT BOARD VICE PRESIDENT**

### **ROLE**

The role of the Vice President is to perform the duties of the President in their absence.

### **TERM OF SERVICE**

The Vice President is elected by the Board of Commissioners for a one-year term. A commissioner may serve as Vice President for an unlimited number of one-year terms.

## **PARK DISTRICT BOARD TREASURER**

### **ROLE**

The role of the Treasurer is to monitor the financial policies of the District.

### **TERM OF SERVICE**

The Treasurer is elected by the Board of Commissioners for a one-year term. A commissioner may serve as Treasurer for an unlimited number of one-year terms.

### **RESPONSIBILITIES**

- Act as liaison between the Board and the Executive Director on financial matters of the District.
- Work with the Executive Director to develop and monitor the financial policies, annual budget and tax levy of the District.
- Sign all appropriate financial documents as needed.

## **PARK DISTRICT BOARD SECRETARY**

### **ROLE**

The role of the Secretary is to serve as local election official and legislative liaison for the District and manage the correspondence, minutes, ordinances, orders and resolutions of the Board.

### **TERM OF SERVICE**

The Secretary is elected by the Board of Commissioners for a one-year term. The Secretary may serve an unlimited number of one-year terms.

### **RESPONSIBILITIES**

- Attend all meetings of the Board.
- In the absence of both the President and Vice President at a meeting in which a quorum of commissioners is present, call the meeting to order and call for selection of a President pro tempore for that meeting by a majority vote of the commissioners present at the meeting.
- Authority to administer oaths and affirmations.
- Oversee the taking, completion, and recording of all minutes, ordinances, orders and resolutions of the Board.
- Oversee the official correspondence of the Board.
- Serve as the legislative liaison of the Board, keeping in contact with legislators and informing the Board of legislative issues of interest to the Board.
- Work with the Executive Director to ensure a comprehensive records management system is in place so that the Board is in compliance with all local, state and federal reporting laws and regulations.
- Act as the Local Election Official for the District unless otherwise designated by the Board or Executive Director.





# Oak Brook Park District

## BOARD MEETING

### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: AGREEMENT WITH LAUTERBACH & AMEN, LLP, CERTIFIED PUBLIC ACCOUNTANTS, TO PROVIDE AUDITING SERVICES TO THE OAK BROOK PARK DISTRICT FOR THE FISCAL YEARS ENDED APRIL 30, 2020, APRIL 30, 2021 AND APRIL 30, 2022**

**AGENDA NO.:** 8 H

**MEETING DATE:** JANUARY 20, 2020

**STAFF REVIEW:**

Chief Financial Officer, Marco Salinas:

**RECOMMENDED FOR BOARD ACTION:** Executive Director, Laure Kosey:

**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY)**

Per Illinois Compiled Statutes (50 ILCS 310/), the Oak Brook Park District (“District”) is required to cause an annual audit of the District’s financial accounts by a firm of independent certified public accountants. For the past five fiscal years, Lauterbach & Amen, LLP (“L&A”) has provided audit services to the District.

The Government Finance Officers Association (GFOA) represents public finance officials throughout the United States and Canada and is comprised of more than 20,000 members at the federal, state and local levels. Per the GFOA’s best practice guidance, they recommended that members enter into multiyear audit agreements of at least five years in duration to allow for greater continuity, minimize the potential for disruption, and help reduce the costs associated with the audit. The following table lists the historical audit fees paid to L&A as well as the fees proposed by L&A for the next three fiscal years:

Fiscal Year-End	Actual Audit Fee	Fiscal Year-End	Actual/Proposed Audit Fee
April 30, 2015	\$17,000.00	April 30, 2019	\$17,350.00
April 30, 2016	\$17,000.00	April 30, 2020	\$17,000.00
April 30, 2017	\$17,350.00	April 30, 2021	\$17,350.00
April 30, 2018	\$17,350.00	April 30, 2022	\$17,700.00

If this agreement is approved by the Board, District staff intends to conduct a competitive Request for Proposal process for auditing services, at the end of this three-year agreement.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

Lauterbach & Amen has provided the District with auditing services for the most recent five fiscal years. District staff has been pleased with L&A’s services due to their efficiency in conducting the audits, their availability in providing staff with guidance over complex and emerging accounting standards, as well as hosting annual training seminars that District staff have attended free of charge. In addition, L&A has maintained a very competitive fee schedule for their services. Based on the above, District staff is recommending the approval of the accompanying agreement for auditing services, for three additional fiscal years.

**ACTION PROPOSED:**

For review and discussion only.



November 7, 2019

Members of the Board of Commissioners  
Oak Brook Park District  
Oak Brook, Illinois

We are pleased to confirm our understanding of the services we are to provide the Oak Brook Park District, Illinois for the years ended April 30, 2020, April 30, 2021 and April 30, 2022. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Park District as of and for the years ended April 30, 2020, April 30, 2021 and April 30, 2022. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Park District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Park District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited: management's discussion and analysis, the budgetary comparison schedules, pension plan employer contribution schedules, changes in the employer's net pension liability schedules, and schedule of changes in employer's total OPEB liability.

We have also been engaged to report on supplementary information other than RSI that accompanies the Park District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole: combining and individual fund statements and budgetary comparison schedules, and other information listed as supplemental schedules.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information: introductory and statistical information.

*Audit Objective*

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Park District's financial statements. Our report will be addressed to the Board of Commissioners of the Park District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

*Audit Procedures – General*

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

*Audit Procedures – General (Continued)*

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

*Audit Procedures – Internal Control*

Our audit will include obtaining an understanding of the Park District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

*Audit Procedures – Compliance*

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Park District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

*Other Services*

We will also assist in preparing the financial statements and required audit adjustments, if any, for the Park District in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

*Management Responsibilities*

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation in the financial statements in conformity with U.S. generally accepted accounting principles.

*Management Responsibilities (Continued)*

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

*Engagement Administration, Fees, and Other*

	<b>April 30, 2020</b>	<b>April 30, 2021</b>	<b>April 30, 2022</b>
Park District Audit and all Associated Work	\$17,000	\$17,350	\$17,700
990 Tax Return	\$200	\$210	\$220
<b>Total</b>	\$17,200	\$17,560	\$17,920

We appreciate the opportunity to be of service to the Oak Brook Park District, Illinois and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Cordially,

*Lauterbach & Amen, LLP*

LAUTERBACH & AMEN, LLP

RESPONSE:

This letter correctly sets forth the understanding of the Oak Brook Park District, Illinois.

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

Title: \_\_\_\_\_