Wilmette Park District
Regular Meeting
Board of Park Commissioners
Monday, January 9, 2023
7:30 pm – Village Hall Council Chambers

AGENDA

1.0 PUBLIC HEARING – BUDGET AND APPROPRIATIONS ORDINANCE 2023-O-1

2.0 REGULAR MEETING OF THE BOARD OF PARK COMMISSIONERS CALLED TO ORDER

2.1 ROLL CALL

3.0 CONSENT AGENDA

3.1 APPROVAL OF MINUTES FROM THE COMMITTEE OF THE WHOLE HELD ON OCTOBER 24, 2022

3.2 APPROVAL OF MINUTES FROM THE REGULAR BOARD MEETING HELD ON NOVEMBER 14, 2022

3.3 APPROVAL OF MINUTES FROM THE COMMITTEE OF THE WHOLE MEETING HELD ON NOVEMBER 14, 2022

3.4 APPROVAL OF MINUTES FROM THE COMMITTEE OF THE WHOLE MEETING HELD ON NOVEMBER 28, 2022

3.5 APPROVAL OF MINUTES FROM THE REGULAR BOARD MEETING HELD ON DECEMBER 12, 2022

3.6 VOUCHER LIST JANUARY 2023

4.0 COMMUNICATIONS AND CORRESPONDENCE

5.0 PUBLIC COMMENT/RECOGNITION OF VISITORS

6.0 EXECUTIVE DIRECTOR'S REPORT

7.0 UNFINISHED BUSINESS

7.1 CONSIDERATION OF PICKLEBALL LOCATIONS

7.2 CONSIDERATION OF LANGDON REVETMENT AND ACCESS OPTIONS

8.0 NEW BUSINESS

8.1 CONSIDERATION OF BUDGET AND APPROPRIATIONS ORDINANCE NO. 2023-O-1

8.2 CONSIDERATION OF CONTRACT FOR INSTALLATION OF SOLAR PANELS AT THE COMMUNITY RECREATION CENTER

8.3 CONSIDERATION OF EMERGENCY EXPENDITURES OF FUNDS RESOLUTION 2023-R-1

9.0 ADJOURNMENT

If you are a person with a disability and need special accommodations to participate in and/or attend a Wilmette Park District meeting, please notify the Director's Office at 847-256-6100.

Wilmette Park District
Policy for Public Comment

The Board of Park Commissioners, in its regular or special meetings, is a deliberative body assembled to make decisions on new and pending matters affecting the District. Park Board and Committee meetings are meetings held in public, not a public meeting. The Board invites both oral and written communications from its residents.

To facilitate the conduct of Board/Committee meetings, the following procedures will be followed:

1. A section of each regular meeting is set aside for public comment and will be noted on the agenda as "Recognition of Visitors."
2. During the "Recognition of Visitors" agenda item, audience members should raise their hands and be recognized by the President/Chairperson prior to speaking.
3. When recognized by the President/Chairperson, each audience member should identify themselves and limit speaking to no more than three (3) minutes, unless additional time is granted by the President/Chairperson.
4. Questions are to be directed to the entire Board/Committee.
5. Park Board members may, by addressing the President/Chairperson, interrupt a presenter to obtain clarification and/or further information.
6. A Board/Committee meeting is not a forum for complaints against individual employees. Such matters are handled by directly contacting the Executive Director. Complaints against the Executive Director should be handled by directly contacting the President of the Board of Park Commissioners.
7. During presentation and discussion of agenda items, the President/Chairperson will not recognize speakers in the audience unless the Board/Committee desires additional information from an audience member.
8. When addressing the Board/Committee, all persons permitted to speak shall confine their remarks to the matter at hand and avoid personal remarks, the impugning of motives, and merely contentious statements. If any person indulges in such remarks or otherwise engages in conduct injurious to the civil discourse of the Board/Committee and the meeting, the President/Chairperson may immediately terminate the opportunity to speak. This decision is at the discretion of the President/Chairperson or upon the affirmative vote of two-thirds (2/3) of the park board commissioners present.
9. Any person, except a member of the Board, who engages in disorderly conduct during a meeting, may be ejected from the meeting upon motion passed by a majority of the Board present.

Approved July 9, 2018

Calendar of Events – January & February 2023

Date	Time	Event	Location
January 9	All day	Last day to submit feedback for Project Parks and Play Phase 1A	online
January 9	All day	Winter Session begins	Multiple
January 9	1 pm	Movie at Mallinckrodt	Mallinckrodt
January 10	10 am	Preschool registration begins for CURRENT FAMILIES	online
January 13	All day	Last day to register Adult Men's Basketball League	online
January 13 **new date*	11 am	New Year's Brunch	Mallinckrodt
January 23	10 am	2023-2024 CARE registration begins	online
January 23	All day	Last day to register for Spring Ice Show	Centennial Ice Rink
January 24	All day	Summer Camp Guide posted	online
January 24	10 am	Preschool, CARE & Campus Club registration begins for RESIDENTS	online
January 26	9:30 am	Ones & Twos: Art Exploration	CRC
January 27	6:30 pm	Family Art Night	CRC
January 31	5:30 pm	Magic Workshop	CRC
January 31	10 am	Preschool registration begins for NON-RESIDENTS	online
February 7	10 am	Summer Camp Registration opens for residents	online
February 9	12:30 pm	Bingo & Pizza	Mallinckrodt
February 10	6 pm	The Royal Ball	Woman's Club of Wilmette
February 10-19	Multiple times	WCT Mini Production: Willy Wonka Kids	CRC
February 13	1 pm	Movie at Mallinckrodt	Mallinckrodt
February 14	10 am	Summer Camp Registration opens for non-residents	online
February 16	9:30 am	Ones & Twos: Art Exploration	CRC
February 17	6:30 pm	Family Art Night	CRC

WILMETTE PARK DISTRICT
Committee-of-the-Whole
Meeting Minutes

Monday, October 24, 2022
6:30 p.m. – Mallinckrodt Community Center

PRESENT

Commissioners: Mike Murdock, Patrick Duffy, Kara Kosloskus, Allison Frazier, Lindsay Anderson

Secretary/Executive Director: Steve Wilson

Absent: Commissioners Julia Goebel & Cecilia Clarke

Staff: Emily Guynn, Sheila Foy, Kristi Solberg

Visitors: Dean & Carla Lindsay, Piper Rothschild, Mary Smoley, Alan Golden, Mary Shea, Walter Keats, Patrick Lahey, Linda & John Schael, Cheryl Balaban, Joel Epstein, Patrick O'Gara, Noah Rothschild, Tanja Chevalier, Beth Beucher, Elissa Morgante

1.0 MEETING CALLED TO ORDER

The meeting was called to order at 6:30 pm.

A. ROLL CALL TAKEN

2.0 COMMUNICATIONS AND CORRESPONDENCE

None.

3.0 PUBLIC COMMENT/RECOGNITION OF VISITORS

Commissioner Kosloskus reminds members of the public they may address the board for up to three minutes. The board will not engage in a back-and-forth. Since there are specific presentations tonight, opportunity for public comment on Langdon, pickle ball or solar will come after each specific presentation. Commissioner Kosloskus opens up for public comment outside of those three topics.

Member of public says he is confused about the advisory panel, that there would be 8 people and 4 members of the park district will be on the panel. He said he is unclear as to what the contribution of those members would be.

4.0 ONGOING DISTRICT PROJECTS

Presentation on Langdon bluff beach access by Mark Wagstaff from SmithGroup. [Presentation included in packet.]

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Public comment was opened for Langdon Shoreline:

Dean Lindsay, 808 Chestnut: Wants a design that's most direct to the beach, simplest design, most cost effective, minimal disturbance of the bluff and the beach. Objective: sustainability – sustainable design using natural materials like pebble paths and stone steps, not metal and wood, nor concrete and asphalt. Also wants the beach to be open come next May, and so would like to take that into account when choosing an option. As well as aesthetically pleasing. Wants to keep an undeveloped part of the shoreline as under-developed as possible. B2 could be a workable design.

Alan Golden, 2516 Laurel Lane: Agrees with Mr. Lindsay. Would like to look toward the simplest solution, most cost effective, which is B2 (or something similar). This design is direct to the beach, not a lot of additional needs, and the concrete is all up toward the top, not down near the beach.

Bob Reichner, 807 Chestnut: Concerned about best choice for weather conditions.

Beth Beucher: Watershed mgmt. ordinance permit had not been obtained, and there were indications that it was not needed. Has the permit been obtained, materials choices? Ordinance encourages use of green solutions and materials where possible. Relative to Langdon, this ordinance would be concerned with erosion and runoff problems. Concerned with water absorption and erosion caused by water runoff from concrete or pavement.

Amy Boyer, 1028 Sheridan: Would like to know what the designs would look like from the water/sand level looking back. Requests an image of any of the designs.

Tanja Chevelier: Question for the SmithGroup. Question regarding the slope starting toward the playground, instead of closer to Sheridan road, toward the beach area to make a gentler slope. Concerning stone along the beach that would need to be removed, would disrupt 6 oak trees.

Elissa Morgante, 1330 Sheridan Rd: Would like to add that this is the opportunity to preserve this untouched piece of land. Protect the bluff and re-establish access to the beach, without adding. Concerned about the vegetation being disturbed.

Unidentified member of the public: Concerned it will be the 3rd attempt to anchor the bluff. Hopes the bluff can be helped without it looking manicured.

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The Board then discussed the Langdon Shoreline Project.

Steve from SmithGroup took questions from the Board regarding vegetation. One committee member would like the company to explain how much of the species are invasive (not supposed to be in this area), as well as aggressive vegetation (native vegetation that is taking over, such as cattails). Steve from SmithGroup explains that helping the group understand the full extent of the ecology of the bluff would be very complicated. He explains bluff seed mix would be placed along with a cover plant, which would hold the soil while the other plants are becoming established. His goal would be to better the ecology and replace the aesthetics at the same time.

Michael Murdock: Regarding the path, is a 12% path safe? Is it functional, can it be used by a stroller? Can we make a stone or gravel path at 12% incline that is safe?

SmithGroup: Yes, you can get up and down a 12% path. It will not be ADA accessible because that is not a goal. The steepest grade on a treadmill is usually 10-12%. With that slope, a gravel path is really not a durable solution.

The commissioners concluded we could eliminate options other than B2, B4 and B5 on the proposed project plans.

Committee of the Whole concluded its discussion on Langdon and opened for public comment on pickleball.

Public comment re: pickleball:

Joel Epstein, 552 Hartman Lane: Mr. Epstein is the co-founder of the Wilmette Pickleball Association. He believes it would be great if 6 courts could be in one location. Maple may be the best option for several reasons. First, noise will not be a factor there because it is 100ft from any homes and is also near the CTA line. One tennis court makes two pickleball courts.

Public member #2: Says that she is glad Gillson is not being considered for pickleball courts anymore because the park and lots are full of people peacefully enjoying the park.

Public member #3: Appreciates that open space is absolutely an amenity. Would like a noise analysis of the land being considered.

Cheryl Balaban, 552 Hartmann Lane: Co-president of the Wilmette Women's Tennis Organization. They use Thornwood and Gillson for their summer leagues; one of their leagues requires four courts. Because of this, she does not want to have a dual-use court, as it would remove one of the courts needed for their league. Would encourage the board to look at dedicated pickleball courts. Using

the courts for double-use would not help either group (tennis nor pickleball). Once the courts are built, people will come to use them. Ms. Balaban also brings up that the surface of the tennis courts at Vattman tennis are rough and peak in the middle.

Walter Keats: Mr. Keats has just started the Wilmette Horseshoe Club and they would like their space as well, however, we need to be cognizant of the fact that there is a limit to the green space we have. Mr. Keats thinks we should look at programming data to allocate the space accordingly. Mr. Keats also thinks noise should be a consideration, but we could look into acoustic fences.

Patrick Lahey, 716 Prairie: Thinks the board should create a list of criteria to meet, and if a certain distance from homes is on that list, that will answer some of these questions.

Public comment concludes and the board begins their own comments on the pickleball courts planning phase.

4.4 Consideration of Pickleball Courts – Planning Phase

Prior survey and new evaluation by staff of all potential park sites are included in the packet. There are many potential locations for courts.

- 41% of respondents saying Centennial Park.
- If we are converting existing tennis courts to pickle ball, if we are not changing the fencing or footprint of the court, then it does not involve the zoning or special use process. If we were to take grass and convert it over to a new set of courts, then that would put us, at a minimum, an expansion of the special use discussion.
- The Village is open to discussions regarding pickle ball.
- The Staff does not have a strong recommendation, and so the board should begin deliberating.
- Orientation for the courts is preferred to be North/South. From a programming perspective, do we need a minimum number of contiguous courts? 4, 6 or 8 courts if we are going to program a league. If we were to put two courts in a few different parks, we would be having open pickle ball play.

Gillson:

- Does not think it is a good option because it blocks in the playground. If there were courts there today, board member observed 5 families who

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would have been disturbed by the placement of the courts. On the other hand, the attractive part of putting courts at Gillson is that there aren't any homes that would be disturbed by the sound from the courts. If we could convert the volleyball courts at Gillson, they would be naturally screened in by trees surrounding the area, but it isn't known how much those courts are in use. Some board members would be interested in hearing about the volleyball court option.

Maple:

- We would be sacrificing open space without trees in it, if we use the open space. However, if the courts are built where the existing basketball court is, it would be close to the noise of the CTA, and potentially less invasive noise-wise.

Thornwood:

- From a programming perspective, the board would like to keep 3 tennis courts at Thornwood, as opposed to what is shown in the packet, which option would only leave 2 tennis courts. USTA dictates that you can't have multiple racket sports permanently lined on a court where a match is taking place.

Community Playfields:

- There are currently 6 tennis courts. Commissioner Murdock proposes repurposing 3 of the courts to be pickleball courts. These would be the second option furthest away from homes. However, several high schools use these tennis courts. It would be helpful if we had data regarding the current reservations.

Hibbard:

- Four courts would fit. Do we know the distance from these courts to houses? 40 feet from the property line. One option is definitely to replace one tennis court with two pickleball courts. We would need approximately 30 more feet, and this would put us about 70 feet from a property line. This is already a park where pickleball is being played on a regular basis. There has not been one noise complaint.

Vattman Park:

- This park is used a lot for tennis. Committee members have heard from the community that the tennis courts are used often, therefore they would be

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uncomfortable moving the tennis courts at Vattman. The courts are not North/South, so you wouldn't be able to switch the direction of the courts to make them multiple-racket game friendly. We want to provide the public with regulation courts that have proper net height and lines, oriented the correct direction.

Some committee members would like to eliminate Vattman as a pickleball court.

Commissioner Frazier is more comfortable repurposing existing tennis courts than taking up existing green space.

Commissioner Murdock says that repurposing [the tennis courts] is taking them away from the people who currently utilize them.

Commissioner Duffy says one of the criteria that the Village put on this is [that the site will need] public parking, otherwise we need an additional variance for special use for parking. So, if we have to build new courts, they have to have parking.

Board members brainstormed a list of criteria we would like to have:

Criteria breakdown - Must haves:

1) Distance from homes (action item for staff)
2) North/South orientation of courts
3) At least 2 courts together, 6+ total
4) Informed by the current tennis utilization and programming
5) Courts that will be dedicated/not shared with tennis for pickleball (for at least 2 courts)
6) Outdoors

Criteria breakdown - Nice to have

1) Parking (action item for staff, options OR special use from Village)
2) 4 courts together in the same park, 6 total throughout the village
3) Not expanding the special use permits
4) Not altering the percentage of pavement of the park

Commissioner Murdock: Two courts take up approximately 5,400 square feet of pavement. At a park like Community Playfields, which has over 360,000 square feet of land in the park, the notion that we would have a problem paving another 1.3% of the park would not be considered a meaningful loss of space. At Community Playfields, paving this small area would not likely have a significant impact on the integrity or use of the park (for people who are open-space advocates).

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4.5 Solar Panel Project at CRC – Planning Phase

Secretary Wilson explains that in the packet there is a table that explains the no-solar option to the two proposals we received.

Sheila Foy, Superintendent of Finance: Explains the comparison of no-solar vs. solar options on the table, which is further explained in the packet.

Superintendent Sheila Foy: The only issue was the .031 rate was just the commodity rate. The true rate comparing all three options for the no-solar option is the .0448. Those three rates that are through the line under transmission charge, those are the rates. The dollars did not change because we had embedded the transmission rate.

Commissioner Kosloskus: Walter, you just made a public comment that you don't understand. Does anyone else want to make a public comment about solar? Then we can bring it back to the board for discussion.

Commissioner Duffy: So, Sheila, you can send Walter an explanation via email.

Superintendent Sheila Foy: I sure can. I'll do it in the morning.

Commissioner Murdock: My point would be that the economics don't matter. If you take a look at this, obviously, it would be nice to say we are saving money by doing solar. That would be great. Assuming these numbers are correct, and we were to go with the lower cost option and their total cost over 20 years is $943k and the non-solar is $1.053M, or even if it turns out, I know somebody sent around an analysis that maybe the no-solar was actually less expensive at $868k, now that we know what the difference was in terms of some other costs. But, even if that were the case, we are talking about $5500 per year. It doesn't move the needle. It's a rounding error in terms of a $26M operation a year. I think what this is really about is a value statement for us. Is this something that's a priority for us? I think that we have had some conversations recently about how as a part of our strategic planning we may want to make some statements about sustainability or whether we want our buildings to be certified, whether it's LEED or another green standard in the future. I think those are all interesting conversations for our long-term, strategic planning, looking at capital planning in the future. But for this particular project, we have been talking about this project before any of you were on the board, and for a long time before that I think. Cecilia and I started talking about it almost as soon as we came on the board this last term. And, at the time, just going through the history, we were told that we need to get the roof on the last section of the CRC. We actually did the roofing on the CRC in three sections. We had to get that done. And, again, to Steve and Kristi's credit, and I think a few other folks, we made sure that we can put equipment up there that won't invalidate the warranties on the roof. So we've got that flexibility. But, we had stops and starts with Covid, and this and that. We've been talking about this for a long time. Again, whether we

save $5500 a year or it costs us $5500 a year, it doesn't move the needle either way. I think it's important that we have a project like this because it speaks to our values. That's the bottom line for me.

Commissioner Kosloskus: I concur.

Commissioner Duffy: I have looked at it similarly. I thought this was a net zero, and it's a good example to set. I looked into solar for my house a few years back when there was a company pitching it. They google your house and they look at and say, "too many trees." And so, I think this sets a good example, eventually solar will become more and more cost effective for people to say hey, it's net zero or maybe it costs me a little bit, but I'm going to have solar. So, I think we are setting a good example. So I am in favor of it.

Commissioner Anderson: I agree and I look forward to conversation even beyond this project about how the goals around additional energy savings and sustainability. I know this has been a lot of work and I think it's a great option.

Commissioner Kosloskus: We accept staff's recommendation.

Secretary Wilson: Alright. We will work on formal agreement and bring it to the board for a formal vote and consideration.

5.0 OPERATIONAL REPORTS

Secretary Wilson: We have some written reports in there from Finance and from Recreation. Both the financials and the reporting that you're seeing for recreation is kind of new and different. This is what we plan on providing on a quarterly basis, as we move forward into future years where you're going to get financials by operation, but you're also going to get recreational data as well in chart form. We are open for questions, thoughts, deferring it to other times, whatever you want to do.

Commissioner Kosloskus: I like the new report; I think it was extremely valuable. We as a board will be mindful that it's easy to see a number go up or down and it's easy to jump on it but if we take the step back and look as a board holistically, it's great information to see. And I appreciate the effort to pull it in that format.

No one had questions about the financials in the packet.

Maple Park:

Superintendent Kristi Solberg: We have some options for the potential two to five year old additions within the current footprint. On the last page, there are ovals there that show where, safely, you can potentially put one of those play houses. They are on average about 9ft x 11ft, and with still using the safety fall/drop zone

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of each piece of equipment that is currently there, all of those areas could fit one of those houses. There are a couple of different designs. There is a trike pathway. There are a variety of different options: a gas station, a drive-through, a pharmacy option also. You can add simple stop signs, speed limits throughout the sidewalk area if you're looking to engage the users around the park. These are the houses that could fit into those red ovals. The different styles are: firehouse, doctor's office, a market. Those are L-shaped, open on two sides, and then you have the play areas that the kids can use. The first one is three sides, it's a little more substantial and is a playhouse. You can see the prices range depending on the size. These three are all comparable. Installation would be on top of this price here. They are installed on concrete footers, so we would have to dig up some of the surfacing. It probably would have to be something that we contract out just to make sure we are complying with all playground standards. Lead time currently is about five to six weeks right now, so this isn't something that will take a long time. This could reasonably be put in in the spring if we were to budget for it.

Commissioner Duffy: How many are you thinking is appropriate for the park? All five?

Superintendent Kristi Solberg: No, I'm just providing different options. I think maybe doing the big playhouse and one of the stations would be pretty cool. To have a couple of different options. But I'm willing to do one, four, whatever the board wants.

Commissioner Kosloskus: Was the feedback that we received specific to the imaginative playhouse type of thing? Or was it more just an age range?

Superintendent Kristi Solberg: Correct. The feedback we have been receiving is that there isn't enough two to five-year-old items within the park for them to play with.

Commissioner Frazier: And I can speak a little bit to that. In the history of the park before it had the train, it really was more catered to the young kids. And then, based on feedback from the community, everyone really wanted the zipline. Having a more big-kid feel to the park. At the opening, I know my big kids were [having a great time] and my three-year-old was trying to climb on things and everything was so high she couldn't participate in any of it. And so, a mom pulled me aside and asked, "What do the little kids do now?" And I think that trend persisted.

Commissioner Anderson: What would the surface be that the will be on?

Superintendent Kristi Solberg: The wood chips.

Commissioner Frazier: When I first heard the feedback, I was thinking that people with kids [in the two to five-year-old age range] that they wanted the little slide, or the monkey bars that are low to the ground, or the stepping mushrooms. Did you

already eliminate those types of things?

Superintendent Kristi Solberg: If you guys recall the West Park playground we are proposing, it's got two small houses, with a climbing element, some of them have a little picnic table. We do not have enough room for a fall zone for those. I did try to reach out and the cost difference is about $35,000 compared to the $5,000 for these. So I did look into it and there is just no option to add it to the footprint currently. If we are wanting to research more we can look into that, expand the playground, there is an area up north. But I got the impression we were trying to look within the current footprint.

Commissioner Kosloskus: Great. That helps to understand the criteria which first lead to this.

Commissioner Frazier: Kristi, were step stools looked at, or things like that, which would make the existing equipment accessible?

Superintendent Kristi Solberg: Yeah, the playground manufacturer doesn't really like you to change any portion of their designed playground, because then you're altering how they intended it to be used. That's the problem. I know some of the feedback, we got a couple of calls about the zipline and the platform not having rails around it. And I reached out to the manufacturer and they said that's not the design. This is the design. The platform is not intended to be waiting on it, that's where you're supposed to be the user. So there are some things that are just a learning curve with the equipment. But, it's frowned upon to change any of the manufacturer's guidelines.

Commissioner Anderson: So just going a little bit on placement and ideas. I really like the idea of the bottom red circle just because so many of the kids will be stuck in line on the zipline, but as a parent you can watch your kids on the zipline and play area at the same time. I think the path around is really unique and having the painting or some signs would be really fun and draw kids out of the park. You could even paint distances and have it be a little running track. There's so many things you could do, whether it's painting a line, I think it's a really great idea to expand the park. And then, in terms of the play structures, from experience with my kids, whether it's a bench or a house, or whatever it is, they use wood chips and sell ice cream and it's an ice cream shop. The market is great, because it could fit that, but also be used as other things.

Commissioner Frazier: I share the same thoughts as Commissioner Anderson. I love the path on the outside. During Covid, people would have signs up like, "This is the silly zone: you have to skip for the next ten feet!" And I can picture something like that, something creative, even with the library, bringing kids to the outside to be outside of the chaos of the big kids and let them run around. I love Vattman, and I like how that's grouped where I can have a "safe zone" for the little ones to be in. So I think having a space that's away from where the big kids are would be

a nice option.

Commissioner Kosloskus: The different swings, one of them are the baby swings, right? So maybe you want to stay by the baby swings, with that line of thinking.

Commissioner Anderson: I like the idea of at least one of them being enclosed. Because I can see, playing hide and seek, the house, having three sides that are enclosed would be fun.

Superintendent Kristi Solberg: So, spring, having two playhouses and a couple of trike [paths] around the perimeter of the park?

Commissioner Kosloskus: Yeah, maybe we could investigate doing the painting in-house? At that cost?

Superintendent Kristi Solberg: Yes, that's something that we could take care of.

Commissioner Kosloskus: So do you need a budget per se?

Superintendent Kristi Solberg: Probably included in the capital and we will talk about it then.

6.0 ADJOURNMENT

There being no further business to conduct, Commissioner Anderson moved and Commissioner Frazier seconded a motion to adjourn the Committee-of-the-Whole meeting.

By a voice vote; **Motion Carried.**

Minutes Approved on TBD.

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WILMETTE PARK DISTRICT
Committee of the Whole
Meeting Minutes

Monday, November 14, 2022
6:00 p.m. – Village Hall Council Chambers

PRESENT

Commissioners: President Michael Murdock, Vice President Kara Kosloskus, Cecilia Clarke, Lindsay Anderson, Patrick Duffy (arrived after roll call) and Allison Frazier (a quorum)

Staff: Executive Director & Board Secretary Steve Wilson, Sheila Foy, Emily Guynn

Visitors: Laurie Leibowitz, Mary L., Walter Keats, Patrick O'Gara

ABSENT

Commissioner Julia Goebel

1.0 REGULAR MEETING OF THE COMMITTEE OF THE WHOLE CALLED TO ORDER

The meeting was called to order at 6:01 p.m.

A. Roll Call Taken

2.0 COMMUNICATIONS AND CORRESPONDENCE

3.0 PUBLIC COMMENT/RECOGNITION OF VISITORS

None.

4.0 BUDGET TALKS

Superintendent of Recreation, Emily Guynn: there is a memo included in the packet which outlines all of the divisions that fall within the Recreation Department, from Rec programs, to Lakefront, CRC, Centennial, Operations. Within those sections there is an overview of each division: how many staff full-time, a very brief description of responsibilities that are within that division. There is also a snapshot of 2022 looking forward to 2023 statements. They are not intended to be all-encompassing, but just a high-level view of [the budget]. Also in your packet, there is a sample of the organization chart we are moving to for several of our larger day camps. Intended just for a sample, it shows a base number where we have worked that through. We have also included some fee sheets to show where we are for our memberships. Overall, anywhere where we deviated from the budget guidance of 5% we have included some comparatives. I want to point out that there was an error in the early childhood comparison sheets. It'll be fixed.

Commissioner Murdock: I encourage the Commissioners to ask their questions and have their discussions regarding the budget during this meeting.

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4.1 CULTURAL ARTS 2023 BUDGET

Commissioner Clarke: One of the questions I had is that staff plans to increase the dance program participation. My kids are older, but I remember there being a number of dance opportunities in town and within the community when my children were small. Has staff determined the demand or need for additional dance classes?

Emily Guynn: I should start with an overview of a current project we are working on in the recreation department. One of our next projects is evaluating 2017-2019 offerings hosted prior to covid. [These reports] will determine if we have returned to the same offerings post-covid, and what reasoning, if any, is behind that answer. Specific to dance, I know that we had some early childhood opportunities that, due to instructor departures, we have not been able to back-fill all of them yet. We have a new supervisory team in place and they only know the programming that has been offered during covid and most recently. We are looking at the programming now and before covid to assess how the community need has changed.

Commissioner Murdock states that the Cultural Arts budget, what they thought the Net would be was just under $200,000. They actually think [the net] will be closer to $130k for this year, and next year they are a little under $100,000. So it's a pretty significant decline in this area. Recreation programs are obviously the financial [income] that drives the district in a lot of ways. And [Cultural Arts] won't even hit as much as we had budgeted for this year.

Commissioner Kosloskus: I appreciate hearing about the project that [staff] are working on and look program by program throughout the budget. And I think having Doug help you to look at the numbers, where you have seen spikes and drops... so I love hearing that you're looking at the pre-covid information. And I expect that you are also looking at this year's data trends to try and define future strategy. That's great to hear.

Commissioner Clarke: I noticed on page 1 of 11, the office supplies 2022 YTD is about double what it was anticipated? I'm just curious as to why that doubled. It's not a huge number, it was budgeted at $75 and the YTD is $154. I was just curious why.

Emily Guynn: I'd have to take a look. I know we had a changeover in that staff. Maybe we did some stuff to outfit that office to make the difference. Name plate for office door, business cards…

Commissioner Clarke: And I noticed that a lot of these budgets are $0…

Commissioner Murdock: That means we aren't doing a program.

Emily Guynn: It could mean they've been moved to a different area. One of the easiest examples we spoke about a little bit earlier was Teen Camp. It's the third

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of the Teen Camps in the Gen Rec area. So when it's zeroed out we aren't offering it or we moved everything. Or previous staff had created a unique iteration of it that we aren't continuing on this current year.

Commissioner Murdock: And forgive me, because I can't pull which one, but I know when we were talking earlier, you just had a designation of new programs in the past, but when they become a freestanding program then they move to their own section.

Emily Guynn: Yeah, Center for the Arts has a new program section Little World Travelers that are now their own stand alone. There are test programs that once they have their legs they move out to their own budget.

Commissioner Clarke: What is New Trier Extension?

Emily Guynn: It's more or less a rental at the CRC. New Trier Extension is housed out of the west campus. It's for active adults. They've had this relationship with the park district for 20+ years. It's mostly an art studio and one of the multi-purpose rooms.

Commissioner Duffy: So I'm on page 6 of 11. There is a workshops program 215. Second section down. There's a big change from current activity to what you're projecting for next year. So it went from $7,000 to $10,000. Activity through now is only $1,727.

Mary Liz Jayne: This [projection] includes the gingerbread workshops, which registration hadn't happened yet at the time these were produced. But it opened last week, so that's why that number is like that, because of timing.

Commissioner Murdock: So the program fees were budgeted 11510 they were actually 7,221 and this year 10,000. Two columns over it shows the projection for 2022, that's where they think they'll be by year-end, to compare apples to apples.

Commissioner Duffy: Right, it's $7,221, and projecting out for next year you're budgeting $10,300. Is that a fee increase that's going to make up that $3,000?

Emily Guynn: It's offerings. [We are going to have] additional opportunities.

Commissioner Murdock: And just to follow, they were expecting to be at $11,500 this year, and then they're expected to be at $10,300 for next year. So I know they were a little bit below where they thought they were going to be, but it's sort of in line with where they thought they were going to be last year.

Commissioner Duffy: Yeah, but there's that jump from $1,700 current to projecting out for $10,000 – I just didn't understand that.

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So now I'm on page 9 of 11 in the same section, there is a pre-k dance camp. Is that a new program/camp that we are doing? Or did you create a new category for that?

Mary Liz Jayne: It came from a different program code, like that was being used as a catch-all code because it was new. And since it's been free-standing for a couple years now, we are going to budget it separately so we can track it.

Commissioner Duffy: So we are saying that a part-time supervisor counselor, so $2,000 of salary and wages is going to handle that one camp.

Mary Liz Jayne: Yes.

Commissioner Murdock: And if you go back to 219 on page 8 you can see the CA – new programs, there was a lot of revenue there in past years, but now it's zero this year. So they're calling them out.

4.2 PERFORMING ARTS 2023 BUDGET

Commissioner Murdock: I had my questions answered previously, so thank you.

Commissioner Kosloskus: There was an error in there that has since been corrected. On the 2022 actuals, in category 821, it was a negative number, but staff has corrected that.

Commissioner Duffy: There's a big decrease, so I'm assuming it's something similar. I'm at Program: Theater classes, program 803, fee revenue. So we are almost half of what our activity to current [projection for this year] is to projected for next year. So is that you carving out something else?

Mary Liz Jayne: Yes. The Improv Troop and Private Acting Lessons were the two programs we moved out from that line item. So you'll see it there in the budget with new codes.

4.3 GENERAL RECREATION 2023 BUDGET

Commissioner Murdock: I had a question I had asked, I know you don't have an answers at this point, but if we could follow up sometime between now and the next time we are going to get together in two weeks. Several of the school programs seem to be very profitable, which is wonderful, but then when we put everything together and summarize, it looks like originally we were only expecting to net about $16,000 this year and only about $19,000 next year. But, again, there were several projects that were making tens of thousands of dollars, and so I'm just wondering where are the other programs that are somehow eating it up, or is this a transfer over? I just couldn't find where it was.

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Commissioner Clarke: Yeah, I had a question about the Central after school camp. It looked like it made a lot of money, but…

Emily Guynn: After school clubs are solely contractors, so it's 70% - 30%. The park district would keep back 30%. We've pulled some reports, but if you look at the admin overhead –

Sheila Foy: 401 should be presenting as a negative, or a loss, but the report is not presenting it that way. So that is where the negative is that's eating up all of the profit.

In 401, you're going to see a $353,892.36 positive for the budget. That should be presenting as a negative, because it's a loss. There will be negative in the 401, which is our administrative, then offset against all of that revenue, so that we balance. I balanced them this afternoon.

Just as a side note, the allocation that is used in the current year projection, and for the budget for next year, is going to get changed when we put through the actual allocations. So you'll see those two bottom lines hopefully go up.

4.4 EARLY CHILDHOOD 2023 BUDGET

Commissioner Murdock: Early Childhood. Let's start with the reference you made to the cost per hour. Do you want to give us those updates?

Emily Guynn: We did receive a grant for the teachers.

Sheila Foy: We put through the paperwork to get a grant to pay out bonuses to the teachers who worked through covid; it was a government program. So that money came in and we paid it out to the teachers who worked through it.

Emily Guynn: So what we just passed out is the correction that I shared with you just a little bit ago. So it just shows the 2-day, 3-day and 5-day, it steps down in price the number of days you spend with us. So it just gives you a fee comparison. The comparisons that were chosen were our peewee soccer league. You have to say what school you go to. So, we felt like that was the best comparison to give you for how the 7% falls within market in our community.

Commissioner Murdock: So, most of our fees are going up by 5%. This one is going up by 7% and this is one of the places where we had a pretty significant bump in employee cost (benefits) because we have had trouble attracting folks. And that's something we have talked in past board meetings about.

Emily Guynn: Correct. We are using the part-time year-round model in the preschool program. That bridges summer camps as well.

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Commissioner Kosloskus: And I really appreciate that you took the time to do this analysis and compare us against alternative offerings for our community because although we are asking for a higher increase on this program versus others, it's nice to be able to show very clearly that we are still a value price point too.

Commissioner Murdock: And as I said, it's so great to have this data that we haven't always had in the past.

4.5 SPORTS 2023 BUDGET

Commissioner Murdock: My question about the sports budget: The fees are going up by 5%, but again if we go to page 18, we had budgeted to net $715,000. We are actually going to net about $707,000. But next year only $649,000. So even though our fees are going up by 5%, our net is going down by 8%. So my question is, where our margins are eroding, should we be looking at a different fee structure. I'm concerned over time about the erosion of margins, but is this a place where we should consider fees higher than 5% like we did in early childhood where we were at 7%.

Commissioner Kosloskus: We happened to meet together to go through budget questions, for efficiency for the staff. So when Mike posed that question, my personal take was, previously as a board we talked about a 5% increase. I'm comfortable with the 7% increase in early childhood, as I said, I feel like Emily documented it, it's justified, and clearly the costs are higher. While there are increasing costs in recreation, given that it's recreational and physical activity for our children, etc., I'm not as concerned. Yes, there is margin erosion, but our margins are healthy. And in my opinion, I was still comfortable with keeping the 5%, being aware that there is slight erosion there. I think in time as they continue to look at the trends and perhaps offer more sections and offerings, that could come back up and we could continue evaluating fees in the future. But going higher than 5% in something that's recreational, and many of these are the sports alternatives for our families who have other clubs and other competitive options within the community, whereas in childcare we are already the value offering. I wouldn't want to get to a point that we would drive people away for those reasons either.

Commissioner Clarke: I was going to agree that there are other sports alternatives, although, a lot of those have tryouts and not everyone makes it. Having the ability to go to the park district which accepts everyone… there may be other alternatives but it may not be real determining factor. What people are going to do, there may be other barriers to joining those other sports. But I'm happy to give it a year and see how it goes.

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Commissioner Anderson: Can I ask, staff is recommending 5% increase. Did you contemplate a higher [increase]?

Commissioner Murdock: I think they are following [the board's] guidance. We recommended 5%. And so in some cases they're saying 5% isn't appropriate, like in early childhood, because we are seeing significantly higher cost to hire the right people. I think in general, [staff] is defaulting to the 5%, unless you thought there was a compelling reason to go differently. Is that safe to say?

Emily Guynn: That's the practice we have used in the past.

Commissioner Anderson: And so in settling and being comfortable with the guidance of 5%, was there any discussion about a potential need for going above that? Or would staff like to weigh in on the consideration for going above 5%?

Emily Guynn: I think in the specific areas that we did request higher than 5% is where we saw the margins eroding more significantly and we felt that the added expenses that we have carried in early childhood we have seen success with that. So we want to keep carrying on with that as well as what we are proposing in summer camps. We feel that that is going to get ahead and meet what we have clearly heard the community's desire for a better summer camp. And so I think in those areas when we did have a significant increase in expenses, we don't – Is there a certain percentage that then should decrease on the bottom line, that should automatically provoke question. Because I do feel like as we continue to do market adjustments we have to be cognizant of it. But we did not. Unless we felt it was going to be significant we tried to respect the budget guidance that the board set for us.

Commissioner Kosloskus: Back to Mike's point about the erosion. Page 14 of 18, second section down. There were a couple things that I saw, like the lacrosse, which was in there as unplanned revenues, but also there's a Men's Basketball league, I think it was 633, that looked like it came in significantly under planned. Did it not happen this year? But the budget is pretty aggressive, the projection for 2023, which is another over $10k swing to the bottom line.

Mary Liz Jayne: So there is a plan. We did bring back the league for this fall, but it ended up being a shorter league than anticipated just because of new staff, new supervisors starting, things like that. And for 2023 it'll be the full winter and full fall seasons.

Commissioner Kosloskus: So the number difference is just the timing of when it can be offered. So then maybe the margins aren't quite as scary.

Commissioner Murdock: And then just going down to 634, it's worth pointing out that a couple of years ago and even pre-covid I don't think the numbers were much either that the field rental we generated almost no revenue on our field rentals. But,

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this year we budgeted $70,000, we actually think we will be at $102,000, and next year we think we'll be another 5% up at $107,000. So that's great that when we are not programming our fields we are finding other folks who are using them and generating revenues for us. So thank you for doing that.

4.6 GYMNASTICS 2023 BUDGET

Commissioner Murdock: I should point out, since I'm talking about where it seems margins are eroding a little bit or our net doesn't seem to be quite where it was, that doesn't seem to be the case with gymnastics. Do we think we are going to net $478,000 vs. we had budgeted under $400,000 and we are at just over $400,000, so that's a program that certainly seems like our margins are improving.

We don't do any outsourcing for gymnastics.

4.7 FITNESS 2023 BUDGET

Emily Guynn: I think we are resuming to pre-covid memberships. The mask could have greatly impacted someone's experience at the gym. I think also the focus on Group Fit, some of the changes we have made to the functional training space so we can add more opportunities, is what we are planning for in the budget and I know staff is working hard toward that.

Tim Johnson: One of the things we are doing is putting a focus on personal training, small group training, that new room, so that's another thing.

Commissioner Kosloskus: Is that projected in the budget differently or is it just mixed in there?

Emily Guynn: Personal training is "lessons" technically.

4.8 MALLINCKRODT 2023 BUDGET

Commissioner Murdock: Mallinckrodt is one of those places where we subsidize the operations to make sure we are providing services to our [active older adults]. This year we expected to lose $100,000, but we actually cut that in half and we are seeing about the same for next year. Can you talk through a little bit about some of the changes that helped us achieve those reductions in losses?

Emily Guynn: Some of the continued efforts with the active adults is pacing the program rollout. Building on the strengths of what we've seen people want to come

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back to. I know [Lisa Sullivan, Mallinckrodt Manager] has brought back a lot of the discussion groups, the group fitness, cards, art programs. What she's also done at Mallinckrodt in the last year is re-introduce it to a larger demographic than just active adults. If you see in the budget, safety town falls into Mallinckrodt now. We use that pad on the back side of the wood shop. She also started a jewelry [class] with a vendor and fashion design. So it continues to grow and reintroduce the facility to a larger part of the community. There are a lot more hours in the day that we could do programming. Lisa is considering programs that do not interfere with the facility programming we have for active adults.

Commissioner Kosloskus: So when we have camps in the Mallinckrodt facility, is the intent for them to remain in this budget? I would have thought I'd see the camps under the section with the all of other camps.

Emily Guynn: So typically our budgets typically live with the supervisor who is responsible for them. Lisa staffs Safety Town. She takes all the registration and does all the logistics for it, while it being also housed at Mallinckrodt. So you would have seen it in General Recreation about 2 years ago. One of our efforts was to make sure that programming fell under the correct supervisor. We have reallocated between General Rec and Center for the Arts to even out the program load for supervisory staff. So all of their day-to-day efforts fall into their budgets. So it doesn't fall under Mallinckrodt just because it is housed there, Lisa does all of the administration for it.

Commissioner Kosloskus: But does she work in conjunction with Mary Liz or her team? So a Pintrest camp in one site doesn't feel different than a craft camp at the other site.

Emily Guynn: You'll see, as soon as we start bringing programs back to the Lakeview Center programs, a big effort there is the lakefront staff working with the recreation programs division to make sure we aren't duplicating our efforts or competing with each other. The first approach is what are our waitlists? What have we seen popularity in, what can we help shoulder if you can't house it at the CRC, for example. Structurally, programs are meant to complement each other, not to compete with each other.

Commissioner Duffy: So are you saying that Lakeview Center might hold a more advanced class than at Mallinckrodt?

Emily Guynn: It may be the same. For example, a mom-tot music class. If we had a waitlist at the CRC of 10 people, we know that we can only let so many people in. What we would do is just duplicate it at Lakeview Center and maybe open it up to a different part of town, and we would go back to those waitlist people and tell them we have opened another class over here, same price point. It's really meant to compliment and offer the community more opportunities.

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Commissioner Murdock: The only other thing we would say on this is that last year we were all comfortable with a $100,000 loss at Mallinckrodt. I know [Commissioner Frazier] and I have talked often about making sure that we are offering programming for active adults at all incomes on the spectrum. Having some lower-cost programming, even if it's not necessarily as financially successful as some of our other programming, this is certainly an area where we want to make sure we are meeting the needs of the community. It means that going into next year, if we are generating a larger loss at Mallinckrodt, I don't think anyone [on the board] would have any concern with that. That's an area we want to make sure we are supporting our community.

4.9 ICE 2023 BUDGET

Commissioner Murdock: Again, we had some information about public skate. Where are we with our hourly ice rentals? They are going up by 5% across the board?

Emily Guynn: Yes.

Commissioner Duffy: So on the first page, category 46, so the budget was for $1M essentially, it pretty much mirrored 2021. But we are only at $500k activity for November. Is this us waiting for people to pay for next year?

Emily Guynn: So, a couple of our larger associations that rent ice time typically have larger payments that they pay the last month of the year.

Director Wilson: So you think of hockey. Hockey is just getting going, they're going to consume a lot of the ice time between now and the end of the year and pay that as we go month over the month.

Commissioner Duffy: But they rent year-round, don't they? Or do they only rent for six months of the year?

Director Wilson: They rent year-round but the bulk of it is in that hockey season. So there are times of the year where the dollar amounts are pretty immaterial. So the bulk of their contract is this late September into April timeframe. Then it gets very small.

Commissioner Murdock: And on that we are seeing exactly 5% increases. Do we take that to mean that basically our ice is fully sold out? Because sometimes we will see a program where we are raising the fee by 5% but revenues are going up by 4% or 6% based on what the usage demand is. But here we are seeing exactly 5%. Are we basically sold out on ice?

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Emily Guynn: I think what we are balancing here is could we sell more ice? Possibly. But what does it do to our learn-to-skate program and our other recreational opportunities? So it's always a fine line between selling the ice and growing a recreation program around figure skating and hockey.

Commissioner Murdock: Or I'll ask another way, of the ice we want to rent out/sell by the hour, it's fully subscribed?

Commissioner Kosloskus: And to that point, you're knocking it out of the park with the learn-to-skate program? If these don't numbers don't represent too much re-class, the beginner lessons, category 190 on page 3, look at those numbers. That's incredible. I remember at one point you were changing the format of the beginner program. Well, it's appears that something is working and working well. Kudos to the staff.

Emily Guynn: I think Florence [Krieger] really connects with the skating community, especially the entry-level and beginner, and promotes that as a really healthy base to build that program. She's done a really great job and I think she deserves a good portion of the credit of building relationships, being out in the lobby, making those connections.

Commissioner Kosloskus: That's a nice credit to our revenue that we keep, right? We don't split that one 70%/30%.

Commissioner Murdock: And again, I keep looking at the bottom line. In 2021 our bottom line was $275k. We are expecting it to be $360k, so a pretty big bump. Also in that we have seen our overhead transfers go from $60,000 to $116,000 almost double. So, from a financial standpoint, those are nice numbers.

Commissioner Kosloskus: Category 55 there were repairs and equipment repairs. There were a couple different line items that didn't get spent, unless it's happening here at the year-end, projection-wise.

Sheila Foy: We talked about this last year. When we go to do a repair budget we just think about the best that we can and sometimes we get lucky and we don't have repairs we have to do, and sometimes we have repairs that we've not planned for. So, we are not expecting repairs, but there could be.

Director Wilson: We don't have a list that we use to generate from. When something is broken, we fix it.

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4.10 POOL 2023 BUDGET

Commissioner Duffy: I was just curious about the last line. On page 4 and 5, it jumps around. Activity through now is $323k and of the $700 budgeted was $240k and then budgeted for next year is $230k.

Commissioner Murdock: I tend to focus on those areas in the gray. Where do we expect to be year-end for 2022 vs. what the budget is for 2023. So in General Recreation we saw another one where the activity through November, the net was substantially larger than where the year-end was. So we've seen that in a couple of other places.

4.11 TENNIS 2023 BUDGET

Commissioner Murdock: Tennis was one of those places 10 years ago we really saw revenue dropping and I know that we have fewer court rentals every year. But we are still able to offset the loss of older players who aren't playing as much. Or are we not seeing that downward trend anymore?

Jason Stanislaw: There are concerns like in any of the areas. There are fragments of it that I'm concerned about. In terms of court sales, and court usage, it's healthy. [inaudible]

Commissioner Kosloskus: I had a question from a staffing perspective. There was a decrease in the salary and wages number, which maybe you reduced some hours or lost a person and couldn't fill the position. But it probably contributed to the significant overage in overtime for this year, the projected overtime at the bottom of page 3, came out to $11,000. But it's projected back to normalize next year. So what is going to change if the staffing doesn't seem to be going back up, how will you manage that overtime?

Jason Stanislaw: We need pros. We need a couple more pros. We need to find teachers who will fill that need.

Commissioner Kosloskus: So under salaries and wages I would have expected to see a budget over actual that would have compensated to make up for the overtime. But I don't see any new staff budgeted. I don't see a big enough number to help me balance this. I'm looking in page 1 category 50, and the overtime is on page 3 at the very bottom under basic tennis, salaries, overtime. It says "Overtime Full-time", so this is full-time instructor's overtime, supposedly.

Commissioner Murdock: So we had overtime in 2022, but are not expecting it in 2023. But you didn't see an extra staff person to explain why we weren't going to need the overtime.

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Commissioner Kosloskus: Correct. Usually that story explains itself in the numbers.

Emily Guynn: We will have to see how the full-time hourly salary was distributed. Might be something in there that is off from previous years.

Commissioner Kosloskus: To make sure it wasn't an anomaly if it should be budgeted again for next year.

Emily Guynn: Let us do some digging to see how that gets distributed out.

Commissioner Kosloskus: What is "Junior Special"?

Jason Stanislaw: Those are groups that people bring to us, like an adult drill, but for kids.

4.12 PLATFORM TENNIS 2023 BUDGET

Commissioner Murdock: It looks like the net is pretty consistent budget to actual, and then into 2023. But looking more this year than next year, the budget to the actual, we take a look at category 45 - membership fees. We are seeing that revenue up by $65,000, because obviously we expected to have more courts, so there were more teams, so there were more membership fees. I understand that piece of it. That's one of those things I would have expected to go right to the bottom line. Where are we seeing some of the expense increases that are offsetting that? Because our budget to actual, they're virtually identical. So were there some additional expenses that we didn't expect? Why isn't that $65,000 going to the bottom line?

Emily Guynn: I think because throughout the budget, one: we had to replenish balls. Which is not $65,000, but it is a larger item. I think if you're just going from the top line all the way to the bottom, there is probably buried in there instructor wages, contractor… items like that to get you a full reconciliation of the $65,000. We are happy to do that and give it to you as a follow-up.

Commissioner Murdock: Sure, and admin is 30-ish higher, 83 to 118? He went full-time?

Commissioner Duffy: But you also have to consider number 6, transfers are significantly higher, too. Page 2. They went from 18 in 2021 and you're going to be at 35 [in 2023]. That's a big jump.

Commissioner Murdock: I hear you. I'm really focused on the budget for this year and the actual for this year. Because those numbers were identical, but I just saw

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that the membership fees were up by $65,000, so I'm wondering what other [expenses] – we had balls, the administration was up a good chunk. That's helpful.

Are we at capacity this year with this program? If the courts existed, which they don't?

Jason Stanislaw: Basically yes there's like this much room in the daytime paddle that we could add to. In terms of playing outside of your league night for a day, we are well passed capacity. We actually had to change the timing of the allocation of reservations so we didn't trap even 30 minutes of down time. So we don't have an option to start Sunday morning at 9, you have to start at 8:30 and we are going in 90-minute segments.

Commissioner Murdock: Given the amount of demand, is this one of those places we should look at higher fee increases than 5%, especially for non-residents? Is that something that staff considered? Or is that something that [the board] wants to consider suggesting?

Emily Guynn: Similar to our earlier conversation, we are respectful of the budget guidance.

Commissioner Frazier: I would be very curious to hear how our players would feel with the fee increase, given that court time is so hard to schedule. I know, for example, my husband is on a Tuesday night league and had to play on a Sunday game at 11, which is not ideal. So I feel that there would be quite a bit of grumbling if there were fee increases when we don't have courts.

Commissioner Murdock: So it might make sense to get the facility built and then look at it in a future year.

Commissioner Kosloskus: It might be worth it to look at non-resident price increase and do an analysis there. Look at [others] and see where we stand in line.

Jason Stanislaw: The analysis on that is about the "all-in" number, which I do every year. Meaning like what's your membership + league fee + food and beverage bill comparing us to Winnetka. We are in the middle.

4.13 LAKEFRONT 2023 BUDGET

Commissioner Kosloskus: Because you gave us a fee comparison on this one, it was interesting to see that prices were competitive over Winnetka, but then when you get into larger families, strangely there is a deviation. Is there a reason behind that? Or is that just how the numbers increased over time?

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Emily Guynn: It's how the pass has been set up. We realigned pricing. We brought back membership sales and the combo pass after covid. Because we opened beach before pool. And with the past structure that's how it built upon itself when we add 1 person, 2 person or 3 person…

Commissioner Kosloskus: Maybe just with the 4-person family you might want to think about keeping those moving toward the line in the future, if we are going to be above or below them. I wouldn't want to sway people to leave us.

Commissioner Frazier: Random question: have we ever offered a daily combo pass, if people wanted to come in and do the pool and the beach?

[Not that staff is aware of]

Commissioner Murdock: So we are seeing the pass is 7% and a sailing fee is 5%.

Emily Guynn: Correct. Because of the re-introduction of Langdon.

Commissioner Duffy: Just playing catch-up to the conversation, you talked about the 4-person pass and you're comparing our rate to Winnetka's rate.

Commissioner Murdock: Yes, $143 vs. $135, $176 vs $145.

Commissioner Kosloskus: The other categories were still a bargain for 2 and 3 [person families], but then we cost more for a larger family. It's just inconsistent.

Director Wilson: I just want to point out, those are Winnetka's resident rates. So our residents would pay a much higher fee to go get a 4-person membership in Winnetka.

Commissioner Murdock: So we are not worried about losing anybody.

Director Wilson: I just wanted to clarify, Wilmette residents, it would be $250 for a family of 4 [in Winnetka] for non-residents. So it's still a huge value for our residents to stay with us.

Emily Guynn: So what was brought up earlier was that our daily pass is $9, and with the 5% it doesn't trigger the full rounded dollar amount, so we left it flat at $9.

Commissioner Kosloskus: I appreciate that the calculation doesn't perfectly round and [staff] were being true to the math [of 5%], but we aren't charging $9.10 vs. $9.85 when you go to buy your beach pass, and so that dollar on every single beach pass sold, and there's a large number of daily passes sold, I said would there be a case they would consider going to $10. So it wouldn't be true to a 5% increase, but it might be reasonable.

[Agreed among several]

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Commissioner Murdock: Does staff object to raising [the daily beach pass rate] to $10?

Emily Guynn: We are happy to follow guidance.

Commissioner Murdock: I think we are all comfortable with it. That's great.

Commissioner Duffy: So am I reading the parking right? So the last line on the first page is $35 for a resident for a seasonal parking pass. But a daily parking pass for a resident is $20 on a weekend?

Commissioner Duffy: That's the deal of the park district [to just buy the season parking pass].

Commissioner Kosloskus: That and the cyber Monday deal for the pool passes. For those that came to the meeting, buy your pool pass on cyber Monday.

I was curious on staffing. There was a pretty healthy drop in salaries and wages. Maybe there was some re-classing. But this year was $140,000. It dropped down to $80,000. Did that move to a different person's budget?

Sheila Foy: I believe the lakefront salaries were budgeted in one line, but we decided during the year to allocate them over to the sailing program, the admin program, and another area, so in total all those administration…

Commissioner Kosloskus: And rental revenue, under sailing operations, rental revenue, there was a negative $11,000 number. Was that supposed to be negative?

Jason Stanislaw: That's a mistake, it should be positive.

4.14 COMMUNITY EVENTS 2023 BUDGET

Commissioner Murdock: So I know you have highlighted in the write-up for community events, what we are doing now vs. what we have done in the past. Do you want to walk us through that?

Emily Guynn: So the managers of the recreation department talk about special events a lot and how we approach it in Wilmette. We feel like it's truly an appreciation to the community, especially when you look at our budget, these are fees that we receive from the community as a whole. As the memo outlines, in summary, we have created a community appreciation group of staff within the recreation department and west park that can help give some assistance with event set-up. We have our regular annual events and also events that are every-

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other year. We have events that we do on a rotation, like National S'mores Day. We have a committee who plans these events.

Commissioner Kosloskus: There is a committee within the staff that plans community goodwill projects. There have been some suggestions provided to that committee. Please let us know if they need more money for their big ideas. Because we are happy increasing goodwill and increasing budgets for those reasons.

4.15 SUMMER CAMP 2023 FEES

Committee Murdock: Any questions about summer camp fees?

Commissioner Anderson: Your message originally to us about why the fees were to increase improving quality and driving that value with the right people leading them, I think if we are hiring the right people, all of this feels like it makes sense.

4.16 PROGRAM OPERATIONS 2023 BUDGET

Emily Guynn: So those two sections, [Program Operations and Recreation Operations], are primarily the CRC Operations. Rentals there are really the lion's share of the revenue for that. The salaries, the overhead, the building repair/maintenance items.

Sheila Foy: And those numbers that get spread get pushed out to each of the programs, from Early Childhood to Sports. Admin. overhead allocates to the CRC building. And then those allocations all go out. And the tax piece of it has only increased by the 5% because of the tax gap increase.

4.17 RECREATION PROGRAM OPERATIONS 2023 BUDGET

[See above.]

5.0 ADJOURNMENT

Motion to adjourn regular board session. Commissioner Murdock moved to adjourn. Commissioner Kosloskus seconded the motion.

By a unanimous voice vote; **Motion Carried**.

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Minutes Approved on TBD.

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WILMETTE PARK DISTRICT
Regular Board Meeting
Meeting Minutes

Monday, November 14, 2022
7:30 p.m. – Village Hall Council Chambers

PRESENT

Commissioners: President Michael Murdock, Vice President Kara Kosloskus, Cecilia Clarke, Lindsay Anderson, Patrick Duffy and Allison Frazier (a quorum)

Staff: Executive Director & Board Secretary Steve Wilson

Absent: Commissioner Julia Goebel

Visitors: Walter Keats, Patrick O'Gara, Patrick Lahey, Will Blacher

1.0 REGULAR MEETING OF THE BOARD OF PARK COMMISSIONERS CALLED TO ORDER

The meeting was called to order at 7:32 p.m.

A. Roll Call Taken

2.0 CONSENT AGENDA

Commissioner Kosloskus moved to approve the consent agenda and Commissioner Clarke seconded a motion to approve the Consent Agenda of the October 17, 2022, Special Board Meeting Special Closed Board Meeting, as well as the Regular Board Meeting & Regular Closed Board Meeting of October 17, 2022, and the October 2022 Voucher List, a copy of those documents are to be attached to and become a permanent part of the minutes of this meeting.

By a roll call vote, voting *Yes,* Commissioners: Duffy, Anderson, Frazier, Clarke, Kosloskus and Murdock. Voting *No,* none. *Absent*, Goebel; **Motion Carried.**

3.0 COMMUNICATIONS AND CORRESPONDENCE

Commissioner Murdock explains the range of communication received and included in the board packet.

Director Wilson stated he received an email over the weekend [from Walter Keats] and it was too late to include in the meeting minutes. He will respond accordingly. The email was subsequently included in the December 12th packets.

4.0 PUBLIC COMMENT/RECOGNITION OF VISITORS

Patrick O'Gara: Thanks the board for acknowledging his emails regarding West Park. He is hopeful it will be on the agenda for the Committee of the Whole at the

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end of the month. He is also hopeful for a resolution to the situation described in his emails. Mr. O'Gara is looking forward to participating in the first focus group for Project Parks & Play later this week.

No other members of the public volunteered to address the board and Commissioner Murdock moved to the next item on the agenda.

5.0 EXECUTIVE DIRECTOR'S REPORT

Director Wilson then addressed the Director's Report, which is included in the board packet. He highlighted Project Parks & Play. Director Wilson reminds the public that the park district is looking for feedback and input about what members of our community would like to see for the immediate and distant future of the Park District. He reminded everyone that the public can participate in this exercise. Information about Project Parks & Play can be found on the park district's website.

6.0 UNFINISHED BUSINESS

None.

7.0 NEW BUSINESS

Motion to approve the Truth in Taxation Resolution 2022-R-1 made by Commissioner Frazier, seconded by Commissioner Clarke.

By a roll call vote, voting *Yes,* Commissioners: Duffy, Anderson, Frazier, Clarke, Kosloskus and Murdock. Voting *No,* none. *Absent*, Goebel; **Motion Carried.**

Commissioner Duffy added that he appreciates the efforts of Staff who put together the reports from around the district. Commissioner Murdock echoes that sentiment, noting the helpful photos of ongoing projects included in those reports.

8.0 ADJOURNMENT

Motion to adjourn regular board session. Commissioner Kosloskus moved to adjourn. Commissioner Frazier seconded the motion.

By a unanimous voice vote; **Motion Carried**.

Minutes Approved on **TBD**.

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WILMETTE PARK DISTRICT
Committee-of-the-Whole
Meeting Minutes

Monday, November 28, 2022
6:30 p.m. – Community Recreation Center

PRESENT

Commissioners: President Mike Murdock, Patrick Duffy, Kara Kosloskus, Lindsay Anderson, Cecelia Clarke, Julia Goebel

Secretary/Executive Director: Steve Wilson

ABSENT

None.

1.0 MEETING CALLED TO ORDER

The meeting was called to order at 6:30 pm.

A. ROLL CALL TAKEN

2.0 COMMUNICATIONS AND CORRESPONDENCE

3.0 PUBLIC COMMENT/RECOGNITION OF VISITORS

Marcy Smoley, Mary Shea, Alan Golden, Patrick Lahey, Patrick O'Gara, Piper Rothschild, Walter Keats

AlAn Golden: In terms of looking across your budget and looking out a couple of years, I would still like to file my objection of putting permanent restrooms at the sailing beach. It seems to show up all the time; they are not needed and would only be used for a short period of time. If you've been down to the beach recently, even though the beach isn't open, people can walk the beach on nicer days. That road into the sailing beach not only has the vehicle gate closed, but the pedestrian gate closed and locked also. So at this point in the season, no one is going to use bathrooms that are in there, because you can't get there unless you go all the way around on the beach. So it's an expenditure that truly is not needed. Port-o-potties are quite nice. They are the really nice ones that have flushing toilets and sinks in them. And if you need a restroom, the beach house is 100 meters away. It is an expense that is absolutely not needed, and it's half a million dollars.

Mary Shea: Good evening. I have a number of questions about the 5-year capital plan. I question the need to replace the fitness equipment at Gillson. $25,000. I went over there and the horizontal elements of the fitness need a coat of paint, the horizontal elements need a coat of paint. The verticals which are green and shiny

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metal are fine. Everything is solid. A coat of paint on the horizontals would do the trick, instead of the $25,000 expenditure.

I question the huge cost of the dog beach fence without the suggested security features. The dog beach fence would be $100,000, and yet there's no key card proposal that's included in this large expenditure. Replacement of the picnic tables: I looked closely at them and they are not varnished. And so they could use a sanding. They're dirty, they need sanding, but they don't need to be thrown away into a landfill. They're solid. The metal parts are not rusty, the top wooden picnic area and the benches need to be sanded. The purchase of commercial grade tables and chairs at the beach, replacing the new light-weight, portable furniture for $41,000, I just don't get it. That furniture at the beach is terrific. It's clean, it's light, people move it around, and it can go in storage for the winter. I don't know what commercial grade means, but $41,000, you just got them 3 years ago.

$100,000 for a new kitchen at the golf club – This is really a stretch and good luck with the restaurant.

I question the continued budget item for Frisbee golf at $15,000 with no location in mind. And we know the proponent for this has departed for warmer climes. I question why the allotment for landscaping continues to be $1,400 per park and why it is so meager. But the question I would like you to answer tonight refers to an item on page 2 under the Parks department. The budget item of $150,000 for a large event stage. Please tell us where you intend this stage to be located. Thank you. I'd like an answer.

Commissioner Murdock: We don't go back and forth at this point, but I'd be happy to get some responses back to you within the next 24 hours, 48 hours for staff. And some of these questions will be addressed as a part of our meeting. Thank you, Mary.

Piper Rothschild: The total amount of about $13M was projected for 2023 over the last 2 years. In 2021, it was projected that the 2023 capital improvement plan would be $4.2M. In 2022, the projected amount was $6.2M, and now we are at $13M. We see a similar huge increase when we go back and look at the capital improvement totals that were approved in prior years. In 2008, the total was $4M; 2018 the total was $4M; 2019 it was $8.8M; 2022 it was $11M; and now in 2023 we are at $13M, more than triple the total in 2018. Where are these funds coming from? Where is the mandate from residents for the extensive ratcheting up in spending? It's important to be prudent, careful stewards of resident funds, whether those funds are from taxes or from user fees. I have concerns about several line items, but I'm particularly puzzled about the line item for Gillson, __, __, and "others". What is "others"? Please define this and let us know what it includes. Also note that in 2019, the total for the same line item was $3M; 2020 it was $2.7M; 2021 it was $4M and now it is $6M. Why the huge increase? And again, what does it include? Lastly, I commend you for adding a line item of $25,000 a year for the

next 5 years for landscape work. This recognizes that landscaping, particularly trees, is valuable and crucial to solving climate change. Previously the board stated that they plan to spend $25,000 on trees alone. That would be a start, but it's not enough given the tremendous tree loss our parks have suffered in recent years. At Gillson alone, in 2009, it was reported that 100 trees had been lost in recent years. Just last year we learned that 60 trees are in poor condition and will need to be removed. Even if we spent the $25,000 on trees alone, that would only be 50 trees a year, not enough to replace the tree loss at Gillson, much less in any of our other parks. Adding trees and budgeting for their maintenance, planning, pruning and watering, is good stewardship and responsible protection of our plants. Thank you.

Walter Keats: One of the things I would like to take up, maybe later with Sheila [Foy], on this report, it seems to be very difficult how you compare this when there's nothing to show what people are saying, previous years, etc. Also, just the structure, and I realize you're stuck with a software program that's doing whatever it's doing, but, why is Column 1 is location, where you talk about Centennial Complex, Community Recreation Center, Gillson Park, etc. And then the second column is supposed to be location. It would seem to me the first thing ought to be what is the department where it is going to appear in the financial report, the operating thing. So you somehow can link this all back. And then the second column you might say where is it going to be, is it in Maple Park or Gillson or Langdon or whatever. And that way I think it would be easier for people to figure out what goes where to track these numbers into the operating budget. It might be even to add the accounts ten dash whatever it is, that kind of stuff, so that would make it easier for people to figure out what's going on.

4.0 BUDGET TALKS

4.1 5 YEAR CAPITAL IMPROVEMENT PLAN BUDGET

Alright, then at this point we are going to go into the 5-year capital plan, emphasizing that all we will be approving will be the first year. Steve, if you don't mind I'd like to turn it over to you and maybe you can lead the discussion and answer questions with Staff section by section.

Director Steve Wilson: We will start at the top with that grouping of three, Administration, Administration office. Focusing on 2023, you have the dollars anticipated to be spent in 2023, understanding that some dollars are being spent in 2022 for the comprehensive planning process. And then you see our typical hardware and software needs, and you can see how those extend into the future. Any questions on any of that?

Commissioner Murdock: I guess I'm curious about hardware more than software. I understand the software numbers are bigger numbers and at this point so often

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they are recurring annual fees. It just seems like a lot of money for hardware. What's the detail or the back-up on that?

Director Wilson: So I probably should have said this in the preamble. I'm likely not going to have all the answers for you, that's why [staff] is here. I will ask Sheila to shed some light on that.

Sheila Foy, Superintendent of Finance: Due to a chip requirement that we are going to need in order to run Windows next year, we are going to be replacing 13 laptops and 22 desktops, as well as a server. In the budget this year is for laptops. So, the increase for the laptops and the hard drives is about $45,000. The server is somewhere between $10-15,000. And then there's routers and switches and other things that we have that are going to make up the difference between that. I have a pretty detailed replacement schedule.

Commissioner Goebel: And Sheila, as we move to Office 365 is there an opportunity to shift hardware from on premise into the cloud?

Sheila Foy: Yes, we have already moved our email into the cloud. The rest of the implementation should be happening throughout next year and I'm pretty excited about it.

Commissioner Goebel: A follow-up question: Is there any opportunity to use or refurbish – I know we want to cycle out laptops after a 3 to 5 year period, or whatever the appropriate period of time is, knowing that we only cycled out a few this year and sounds like there are quite a few that need to be cycled out. Is there an opportunity to spread that out over time?

Sheila Foy: So the desktops that are going to be replaced next year have a lowest range of 7.5 years and a highest range of ears. And the laptops are ranging between 5 and 7, one is 9 years old. Between 5.5 years and almost 9 years for the laptops that are getting replaced next year. I know that the person that we have handling this handles it as if it were his own money. [Bill Popielarczyk] is only acquiescing because we need this upgraded chip to run the upgraded windows platform.

Director Wilson: So, any other questions?

Commissioner Clarke: Can I ask about the comprehensive plan – I notice it's also assessments of buildings and other compartments – Is that separate? Those are separate from the comprehensive plan?

Director Wilson: So, doing the actual assessment is a part of the comprehensive plan. Then there's a future dollar placeholders to implement some of that work without knowing at all what that work is going to be because the assessment hasn't been done yet. So those numbers could grow, could get small or be eliminated if

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everyone says, “everything is perfect, no change needed.” So that’s really just to keep it in all of our heads that there is future dollars.

Commissioner Clarke: So that is helpful. So those are just placeholders? That helps.

Commissioner Murdock: And actually before we move on, a big picture question is a question Kara and I both asked you earlier and we heard it a little bit tonight that obviously we have a big number out there for capital expenditures this year. And I think four projects: Lakeview Center, Langdon, Gillson and platform tennis total about $8.4M of that $13M. Typically what do we spend on recurring and smaller capital projects on an annual basis?

Director Wilson: You’ve done the analysis recently, it’s somewhere between $5M and $7M on any given year. And that’s why the number is bigger. Because some of these projects were slated for 2022 and we weren’t able to executed on them for various reasons. So they move back into the subsequent year and that’s how these numbers get larger very quickly, when the larger projects are the ones shifting between years.

Commissioner Murdock: I think that’s worth highlighting because as you said, several of these projects were in the budget last year. So if we were looking a year or two ago, where we thought the 2023 expenditure might be, we were actually hoping that some of these projects might be done. But then it does sort of go to the second question. I know we have talked about it in this room some other times, that do we feel like we have the bandwidth to executed a $13M budget, assuming that over half, almost 2/3 of it, are these 4 major projects.

Director Wilson: Yes, I think because the 4 major projects are at the point that they are at, the answer is yes this year with more certainty than the yes you received last year.

Commissioner Murdock: Great, all good. Obviously for Gillson, there have been a couple different times where we have deliberately slowed down the process to get some additional input to further refine the plan and I think we all would like to be a little bit further along, but wanted to make sure we go the public input and the feedback. So it’s all good.

Commissioner Kosloskus: To add onto that, or say it another way, if you strip out the 4 projects, which were already begun in 2022, and have various stages of budget that have been spent so far this year, or none in some cases, but they have already begun the planning process and were well under way, it gets us down around $6M or under for the remaining. And so that brings me to a comfort level. And those projects to note, Kristi correct me if I’m wrong, you have engineering firms or other people managing them more so, so they shouldn’t distract as much from you getting the other $6M done (not all of them are yours, but they generally

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tend to fall [on your department]), but those are going to be managed somewhere else so that burden of responsibility, it frees you up.

Commissioner Duffy: I know I have pressed Steve [Wilson] on this in the past, as projects move from one year to the next, as we are experiencing right now, if you try and relate it back to your own life: you make a decision and you move forward, you get information and move forward, it feels like the park district is an enormous ocean liner that just kind of plods along. And we are used to it in our lives, a little more speed in projects moving. I told Steve about this one time and he said, "We're not built for speed." A lot of it is the public process, right? We have meetings and the board makes a decision once a month, and if there's a question about something he goes back and it kicks everything down the road another month before you can make a decision, if you can make a decision. So, personally speaking, having been on the board for a year and a half now, it's been a little bit of a learning experience to get used to the speed at which things progress. And so that goes to one of the questions that Piper brought up about how 2023 or 2024 numbers change each year, it's because [projects] get kicked down the road.

Commissioner Clarke: Remember, we originally were supposed to show a deficit last year for year-end 2022, but we had to put off projects so that now there is a surplus for 2022. Take all that money and move it to 2023 and you've got new projects in there and projects that were supposed to be done last year that need to be done now.

Commissioner Murdock: That's a good point. We were forecasting a reduction of our fund balances of $3M, and in reality it'll probably be up $1.5M-$2M. It looks like $2.6M. A lot of that is going to end up funding a lot of these projects this year.

Commissioner Goebel: And I think to Patrick's point, this is a $25M business essentially. And if this were a company, it would run at this speed. It happens to have 7 appointed, self-proclaimed CEOs plus the staff that has to manage the CEOs. So, I think this is appropriate speed for how we look at these things.

Director Wilson: Moving on, Aquatics. The main thing this year is the activity pool liner. You'll recall last year, we did the main pool, same budgeted number, $150,000 to do the 50M pool, as we are anticipating to do the activity pool, and then the next other big dollar amount within the aquatics is the changing sand and laterals on pool filters.

Jason Stanislaw: It's regular pool maintenance. It should happen every 7-9 years, we are currently at 12 years, so it's past the point and is needed.

Director Wilson: And you can see in future years, this board has talked about a pool deck reconfiguration. We have a placeholder number for that in 2024. And then you see a large number for pool slides. That is not the often-discussed "plunge slides," this is the two main slides, large ones in the activity pool. They are getting

to the end of their useful life and we don't want those to go out of service. We need to replace them.

Commissioner Clarke: I'm going to bring up the slides because there are two pool slide entries on there. There's one that says activity pool slides and then a few lines down it says "pool slides." So one says normal replacement of pool slides, and then up there it just says "scheduled replacement." So I think you have two entries there for pool slides; I suspect one of them should be removed.

Director Wilson: Okay. Yes. We don't have two dollar amounts, so that's good.

Kristi Solberg: The 200 should be removed because we're not sure what the estimate will bring in the spring for the following year. They potentially might be able to replace sections rather than the entire slide.

Director Wilson: [Replacing the drop slides] was a concept that prior management of the pool had put in and it's moved forward with this document every year, but the discussion with this group three months ago or so, there is no one looking for that to be done.

Commissioner Clarke: I also mention you have the ice maker on here and I think that's below the amount that needs to be added every capital expenditure so I don't know ….

Director Wilson: Good catch. So, Sheila, we are going to take out the 200 and the 3,100?

Sheila Foy: What we do when we go to capitalize is we bunch like things together. So that's an ice maker that's being done at Lakeview, and the ruling has become where people would just expense laptops because they were under $5,000, and now the GASB's like no, you're bunching together.

Commissioner Clarke: That's still a separate line item. There are four different lines for ice makers and they're all different amounts. Why is that?

Commissioner Goebel: So that's a fair question to ask. So you will then group together the ice machines and then capitalize them as one item. Even while one might be at aquatics and another might be elsewhere.

Sheila Foy: Right, because we are going to deploy them all next year. And they will all go in as one line item that will be depreciated over whatever the useful life is of the ice machines.

Commissioner Kosloskus: And the total of all of them makes it a large enough bucket to make capital.

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Director Wilson: Any other questions or discussion on aquatics items?

Commissioner Frazier: Just to add to the expansion of the pool deck. I know we had talked about it previously. I wanted to get clarity on what that entails and the vision for it.

Director Wilson: I think based on the discussions that we've had with board members, it's the berm on the east side of the 50 meter pool being leveled out to make it more accessible for more furniture. So not necessarily an expansion of the physical footprint of the pool, it's a reconfiguration to allow for more furniture. Because when we put loungers up there people slide right off because of the angle.

Commissioner Frazier: What I've stated before, which I hope we can keep the conversation going, is that everyone comes to the pool needing different types of seating and access to their kids jumping in the water. I think we [have so many lounge chairs], and I hope we can envision that space to be utilized differently than its current use, which is just big chairs. Many people need more of a dropping point for bags than they do a place to sit and relax at a pool. Just a discussion because it's a lot of money and I hope that can be an ongoing conversation where we take into account our customers using it and our residents' needs.

Commissioner Clarke: It's a couple of years out, so it's not something we are going to do next year, so there's time.

Commissioner Frazier: And that's how I try to envision this document. I think the 2023 column we are budgeting and approving, but really I think of it and how it helps me plan and make sure that projects that I'm passionate about are represented. I think of this as a working document. So the fact that year over year numbers do shift, I find that encouraging because it's showing that we are looking at it regularly to address needs and wants. Verses it being static and outdated as soon as it's printed.

Commissioner Murdock: And I think it's worth pointing out that we recently had a conversation about a filtration system that officially its useful life was over 4 or 6 years ago because we keep using it. I know we do that with vehicles as well. When they come to the end of their scheduled useful life, they're on the budget but we might decide to wait another year [or two]. And I feel that we've always been very fiscally prudent that way.

Director Wilson: General building at Centennial. Your largest items are two more rooftop units and a partial roof replacement. And then we can do front doors, light generator, backup generator, replacement and seal coating the parking lot. And then you can see here this is where we have placeholder money in future years to implement what comes out of the facility assessment. We have that in 2024 and 2025. Any questions on that?

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Ice rink. Moving the cooling tower to the ground level from the roof is the only project for next year.

Commissioner Frazier: Can you explain what that means?

Kristi Solberg: So the cooling tower is on top of the building currently and it is above the studio rink. In the project for potentially replacing a partial part of the roof this year, we were discussing how it's really hard for staff to maintain that cooling tower because you have to go inside of there once a year to clean it out. So it would be better for us to access it on the ground. And currently the roof is so structurally supported because you're holding that big tower on top, so the $150,000 wouldn't even touch what we needed to do for the roof because of those structural components. So if we take the cooling tower down, we don't have to keep that structural aspect of it on the top of the roof. Plus, the safety of it being on the ground is more appealing.

Director Wilson: And for a little more background, there's an area on the southern end of the studio rink, you've got the parking lot, you've got the sidewalk, and then there this concrete slab, and you can see some disconnected piping through the wall. There used to be large mechanical equipment there before we replaced the chiller system that was original to the building. We replaced that in 2013. So it frees up this space that we can bring it off of the roof to then make the roofing project more feasible, but also it will make the maintenance more safe.

Commissioner Duffy: And not impact any existing use of the parking lot or open space?

Director Wilson: Correct.

Moving on to tennis. Backdrop curtains, LED lights next year, paint… Tennis is a very low-cost capital operation.

Commissioner Anderson: I know we get water on those courts. Is that a roofing [problem]? What is causing water to be on the courts?

Kristi Solberg: So the one issue we have is if it's a real heavy rain it comes in from the bottom of one of the doors. We are doing the court resurfacing this December. So the last 2 weeks of December we will be resurfacing all of the courts. There were a couple of spots they were going to try to level out. But we aren't seeing anything coming in from the roof. So it's purely that one door. I think it might just be the design of it, but I can look into it and I'll get back to you on that.

Director Wilson: Moving on to the Rec Center. Fitness Center. Ongoing replacement of equipment: $30,000 next year. You can see it continues every year. Some lighting work and then studio equipment. So when we talk about the top number, that equipment is what's on the main floor of the fitness center, and then

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we have studio equipment, which is the room to the left of the front desk. That's the differentiation there. Any questions on that?

Commissioner Kosloskus: I've seen that be $35,000 in previous years. What has happened in 2025 and 2026 that it's bumping up? Is something cycling through?

Emily Guynn: We have a very specific five-year capital plan that we honed in on this year. That puts the dollar amount we planned to attend, not just a placeholder. It is a place holder in future years, but it's for very exact pieces of equipment and rotation of it if something else doesn't break that year.

Commissioner Clarke: So my question is, because we're still replacing units on the roof… Because we have delayed putting in solar panels because of some of the replacement of units that need to be done. Will this affect any of that? I thought were done.

Director Wilson: It was more the roof replacement, not the rooftop units, that [delayed] solar.

Now that we've already jumped into General Building: Those are the bigger dollar amounts. There are more rooftop units over at the rec center. There's a total of 11, and we've replaced 4 so far this year, up-to-date. And there are 2 budgeted for next year.

Commissioner Murdock: So gymnastics will be done at the end of this coming year, for several years, and they don't last forever. But we'll be done for an extended period of time. Because I know last year we had spread out more. We've bumped a lot of it to get it done.

Commissioner Goebel: And this is a modest item, but what is the $6,000 for the charging station for Golf?

Commissioner Murdock: I was looking at that. We were originally just going to do one at the CRC, and then we expanded the scope. So that's still stuck here –

Kristi Solberg: Correct. So that's why it stayed with the CRC. Because it was originally budgeted for the CRC in 2020. And then we were able to get 3 for the price of one. But actually, the Golf one was installed last week. So we were able to get it done this year. So we can take that out. The Village Hall one was installed two weeks ago and the Village covered some of those costs.

Mike Murdock: And we were originally going to put one at West Park, but we've taken that out of the plan, at least for the foreseeable future.

Kristi Solberg: Correct. We still have a fourth one that has not been installed anywhere.

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Mike Murdock: Repair the concrete soffits: $28,000, seems low. That's a good number?

Kristi Solberg: So we did phase 1 this year, so we were able to get the contractor for a certain period of time. We hit the major spots above doors. This would complete the project.

Director Wilson: Moving on to Gymnastics. Similar to the fitness center, your number in 2023 is driven by replacement schedule with placeholders in future years. Any questions?

[Hearing none] Moving on to Gillson. I'm going to take the 3 items that are on this page. $6,000 for aquatic sailing camp equipment, beach house locks $3,000, and tables and chairs.

Commissioner Kosloskus: Explain the auto-lock.

Commissioner Clarke: How are you locking it now?

Kristi Solberg: A person goes to physically lock and unlock the doors. So this would be a programmable lock that can automatically open at a certain time and automatically lock at a certain time.

Commissioner Duffy: And the beach house is closed right now, right?

Kristi Solberg: Correct.

Commissioner Duffy: For the season? It closed at the same time as the sailing beach, or did it stay open later?

Kristi Solberg: No, we extended the season this year because of the weather for the beach house. But sailing beach, usually around mid-October, we pull the port-o-potties. But the beach house has already been closed for the season. Because we have to winterize it and the lines are pretty shallow.

Commissioner Murdock: And I assume the tables and chairs are only about 3 years old, because that's when we opened up the beach house. They just didn't hold up?

Director Wilson: So there was much consternation over whether every table and chair was going to end up in the water overnight, and so we went very low quality, very cheap to test kind of the concept. Because you have the one camp that thinks there's teenagers looking to throw things in the water, and then you have the other camp that says: look at downtown Wilmette at all the tables and chairs that are out there and they don't all end up in the middle of the intersection. So we tested it. It's worked well, but you know chairs are breaking. Let's do it right.

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Commissioner Duffy: That's something that the restaurant tenant kind of stacks and moves those every evening. Right, or do they just leave it in place? I thought they were moving them around.

Commissioner Kosloskus: And there was sailing equipment on this year's capital. Was this three-year schedule and that's why it ends? [I'm referring to] the $6,000 on the aquatic sailing camp. I noted that that was also in the 2022 capital plan.

Emily Guynn: It's a standing item. It will be on there every year. We do spend it every year.

Director Wilson: All right, going to the next page, continuing with Gillson Park. Beach mat replacement, that's the ADA accessible mat. You see the parentheses there in project name. That just shows that it's coming out of that portion of the tax levy that is used for this sort of ADA type project. Security cameras, car gate, dog beach fencing….You see a larger dollar amount there. You can see the largest dollar amounts are for the implementation of the lakefront infrastructure, its road, sewer, sidewalks. And that's it. And so the $3 million now versus two million in past years is really just because costs of construction has gone up significantly over the last year and we don't want to have a budget that's woefully short.

Commissioner Frazier: How is the fencing for the dog beach changing? Is it taller?

Emily Guynn: It's an exploration. We definitely see this going through the public process. Now that we've moved aquatic camp between the swim beach and the sailing beach and we feel really comfortable with it there. So we have an opportunity to explore. But we've always have a small dog area and big dog area. You know you have to account for the changing water levels. There's a lot of factors. The key access is something that we definitely want to explore. Obviously the location is very challenging in terms of wifi or any sort of connectivity. We want to install the double gate. So there's like the landing and then you go in. There's a lot of stuff that we want to explore that isn't just one for one swap, which is what lived in the budget and was moved, I think, once or twice over the last couple of years.

Commissioner Clarke: There's an area behind the bluff where a lot of times there are trucks brought in because it's right near the harbor. In the past there've been storage containers in that. So you've got that additional issues that you have to have the gate where vehicles can enter and access it.

Emily Guynn: It's a full exploration we are planning.

Commissioner Kosloskus: So, the answer is a little. The number is larger because you are exploring all of those things and left a place holder for future input to come.

Commissioner Murdock: That answers my question too, because I saw the West Park fence, which is going to be a larger area with substantially less expensive, but this may include some additional features like security.

Commissioner Kosloskus: And then, while not listed here, you know the line-item with Lakefront infrastructure implementation, sewers, curbs, sidewalks. There's obviously a host of details behind that. To arrive at this place holder number, which I think is reasonable, you don't forget for the scope of what that entails.

Steve Wilson: For the scope of what that entails, and you'll see the line above that, is for the professional services to take it from the conceptual place that it's in now down to detailed designs that can facilitate a bit in construction documents.

Commissioner Murdock: I know we are getting ready to move on to the next, but the Lakeview design plan, $64,000. Was that was that 2022, or is that still an expenditure in 2023?

Emily Guynn: That's where we have Frederick Quinn, our construction manager, professional services, and Woodhouse Tinucci still has the talent of their contract for the professional services.

Commissioner Kosloskus: So just to ask a follow-up question on the Lakeview implementation and planning. So, that’s the remaining portion of fees, or probably the majority of the fees?

Emily Guynn: Yes. Correct. It bridges 2 fiscal years.

Steve Wilson: Any other questions on Gillson Park?

Commissioner Murdock: There were a couple of questions in the public comment about fitness equipment and picnic tables, but again that those are future years. We're not expending that money this year. So that's something we'll look at in a year or two as we get there. And the Sailing beach bathroom is kind of the same conversation. I think that at a recent meeting we thought that we would probably survey the sailors to get a sense of what we wanted to do down there. There's nothing, no imminent construction down there till we get more feedback.

Commissioner Kosloskus: The line above that, the sailboat, kayak and paddleboard, if that's the same logic as the aquatics camp, that 15 should have carried on into future years.

Emily Guynn: Yes. Good catch. Sailboats, kayaks and paddleboard replacement is an ongoing budgeted $15,000 expense. It was just left off of 2025 and beyond. The placeholder will go back on.

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Steve Wilson: All right, moving on to Howard Park service drive that runs along the northern side of the park back to the building that we own, also where the warming house is located, is the only budgeted item here.

We will finish Keay this year. We have plenty of Eagle Scouts and volunteer corps that want to get out there and help facilitate a lot of that.

Commissioner Duffy: [At Mallinckrodt], in general, upstairs are condos, right? We, as the park district, own the first floor. So then there's a lift station charge. How is the lift station all us and not part of the association?

Kristi Solberg: It's our own.

Steve Wilson: Maple Park. As Kristi has reported in the past, adding the additional structures for kids under the age of five, you can see that dollar month there.

Parks Department. Let's all these items right here on this first page. We have electric vehicle, Cmax, that is used to make trips internally to and from all of our facilities. We evaluate this on an annual basis. It's operating well, but we don't want to get too bumped back where all of a sudden we find ourselves in a year where we're needing seven or eight cars, because right now you can't get a vehicle in this industry and in this world. We've ordered vehicles and they've cancelled them on us after six months of us waiting for them to go into production. So it is moving into the 24 budget, but I don't think we should push it any further back.

Commissioner Murdock: We can take disc golf off the list altogether.

Commissioner Clarke: Do you think we'll finally get the fencing at West Park?

Steve Wilson: We think so, yes. [52:46]

Commissioner Duffy: Events stage. This is the mobile stage that you figured out where to store it, and now we don't rent an event stage anytime that you're doing Beach Bash or an event?

Steve Wilson: That would be what we would do if we made this purchase. We are also exploring other avenues of neighboring districts that might have something similar and working out an agreement for shared use of it. But if you don't have a budget, you can't do it. But, we're still looking at other ways to achieve the same overall result.

Commissioner Duffy: Is this something that, if we buy it, and the village has an event, they can rent it from us?

Steve Wilson: Absolutely.

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Commissioner Frazier: How much is a rental for a stage of that size?

Steve Wilson: It's usually around $7,000, all in. So you have a couple of events a year and there's a couple more schools and things like that who can rent it.

Commissioner Murdock: And for those of you remember there used to be this great Thornwood music festival. It went on for years and years and the folks that kind of organized and its sponsored remember talking the last summer. He said they're just tired of renting a stage. So that's why a really nice community event ended up going away. So I be nice to be able some of those things in our different parks.

Commissioner Clarke: I will point out if there is another line item for a smaller stage.

Steve Wilson: That is more of a platform, than a stage. An elevated platform that we set up at our 5K [races] and stuff like that. That's a platform for someone to emcee an event. [We have one currently that needs to be replaced. We can call that a "portable stage" to differentiate.]

Commissioner Murdock: On the first page, the other conversation about the $25,000 recurring, and it's my understanding that this year we spent that money mostly on flower beds. When we talked about this last year, my thought was this was going to beef up our tree planting program. I'd certainly like to see this money spent on trees next year, if everyone is in agreement.

Commissioner Anderson: I don't think that's ever budget item that we want to short change.

Kristi Solberg: So we tried. We spent $8,000 within our operating fund in the spring and in the fall and planted trees internally. We tried to get a contractor to plant trees for us and everybody was just so overbooked and understaffed. We weren't able to spend as much as we wanted to. Because we personally can't plant $9,000 worth of trees in the fall. We just don't have enough time. So that's why we planned to continue to spend that money on the plant material. So the planting beds that are off of the landscape plans and then also do some tree work. So that is the goal.

Steve Wilson: So we will prioritize trees, but if we find ourselves in a position where we can't, we want to put the money to good work. We have landscape plans where we can now implement portions of them.

Commissioner Kosloskus: And when we're doing a large project like the Playfields or the path that was done, or when Gillson's done, there's a landscape plan and a budget attached to that which would have its own budget, correct? That would replace trees removed [during that project]? For example, the Langdon shoreline project. If we need to put trees back after that, that wouldn't come out of this budget, would it?

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Commissioner Murdock: But that brings up another quick point. When we did this budget last, didn't have the landscape plans for the other four or five parks. Does it make sense to allocate more money to accelerate some of those landscaping plans as well?

Kristi Solberg: [It's tough with small landscapes.] It's the ongoing maintenance that has me a little skittish of more money, because we have to water, weed and maintain these planting beds for at least three to five years before they're fully established. So that would be the ongoing concern is, you know, we planted this year, but they're not just ready to be put into the world. We still have to maintain them for the next two to three years at least. So as we continue to compile all of these planting beds and trees (because trees require watering for three to five years, also depending on its species). So we have a lot of ongoing maintenance that does take time and manpower.

Commissioner Anderson: So, it sounds like you have the financial resources to continue to plant more trees, but not necessarily the [ongoing financial and workforce] ability to have the contractors come and care them.

Kristi Solberg: I'm comfortable with where we're at right now, with the staffing that we have. So we've been trying to strive for 25 to 30 trees in the spring and 25 to 30 trees in the fall, which is the operating cost. Then adding in those additional 15 to 20 trees from an outside contractor, and then we would be maintaining those. So, that's where we're at with the funding that we're requesting.

Commissioner Anderson: Have you looked at all at the trees that we're losing, and if we're overall on a trajectory to be decreasing overall in our trees or maintaining or increasing?

Kristi Solberg: That is the goal. If we lose five trees [during a project], we're trying to plant five trees within that park to replace those trees. I think the problem is that we had 2 years during which we weren't planting any trees, but we were still removing and losing trees. So we're still trying to catch-up from years past.

Commissioner Kosloskus: Next is the ice rink.

Commissioner Clarke: We have two ice rinks, one at Gillson and one at Thornwood. Is this a permanent one?

Steve Wilson: We make three, we also make one right here outside of Mallinckrodt. With this ice rink, this is a refrigerated system, similar to the one Winnetka uses. So you can have ice more often, no matter what nature gives you. So it's a portable refrigeration system. So it would replace the one we make at Thornwood. We wouldn’t make two ice rinks there.

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Commissioner Murdock: And if we do this we think that if it's at Thornwood, we can use IGA funds. We think we'll have some funds available for that.

Commissioner Murdock: And then, just on the topic of IGA, it's not in [the budget] any place. I know that at one point we have talked about trying to have some safety lighting along the main walkway through Community Playfields Park. I don't know where we are with that, but I know there was talk about other types of lighting around the fitness path that we specifically said we didn't want to do, but I don't remember the conversation and where we ended up in terms of some sort of lighting on that main path. If somebody might be able to remind me?

Commissioner Kosloskus: This was before I was put on the board, but in watching those meetings my recollection is that they did approve to put the bollard lights on the concrete sidewalk path only. Putting lights along the fitness path was nixed. The bollard lights were to help people walking in the dark. I remember it had to be night sky compliant.

Commissioner Goebel: I believe it was more for safety than for illumination of the park.

Commissioner Kosloskus: I don't see anything for the ongoing replacement of equipment from gas to electric, and this is something that I had asked about before. Can we consider getting that done this year? Some of those gas blowers that are in people's faces, particularly at the rec center?

Kristi Solberg: So we use operating funds for that. As things break down, we replace them with battery-powered equipment. This year we purchased a couple of line trimmers, some blowers. The blowers that have backpacks, they're on back order until 2023, so we've only been able to get the smaller hand blower, but that's something that I'm supporting and would be happy to continue.

Commissioner Murdock: But if we added some capital funds, could you accelerate the replacement for this migration from gas to electric?

Kristi Solberg: If they're available, yes, I would say it would probably cost $15,000 beyond the operating budget to replace what we currently have.

Steve Wilson: We can add that in for 2023.

Continuing down. We have a placeholder for pickleball courts: $300,000 that's using some of the estimates that we received from the engineers in and around the West Park. We have not had enough of our process to identify a location, or if we're actually doing it. But, again, that dollar amount is there and based on actual engineering estimations of costs.

Next large item is a production mower. We went away from the big tractor mower with the bat wing behind it to production mower this year. It's been significantly

more efficient and we want to add another one to the mix to continue with that efficiency of maintaining our larger spaces.

ADA Accessibility. Many years ago we brought in an outside company, did a full assessment audit of all of our facilities and parks. We have six binders and flash drives of the report that tells us all the things we need to do [to become more ADA accessible]. It's something that we continue to do year over year and we always make sure we have money to do.

Commissioner Frazier: Replacement of playgrounds. I know there's a schedule that you keep of those, should that be forecasted on the budget under this department for other parks? Do we have any other parks coming up?

Steve Wilson: We will take a look and we will slot those into future years, if there are any in the upcoming years. We were playing major catch-up. We were in a financial position where every time we were in this meeting we had to move some big dollars around, and those are always the quick ones that you find, like $250,000 here or $300,000 there. We ended up getting pretty far behind, so we've caught up now.

Commissioner Murdock: But as it relates to West Park, I know it's 2024 not 2023, but there was talk at point about replacing that playground. We were talking about moving it. This is when we were scheduled to replace that tot lot. So it's still there, according to the long-term plan, is that right?

Steve Wilson: It's actually moved back one year. And again it's to make sure we're making our financial model work that we will close this discussion with.

Commissioner Clark: You have a couple of line items for tents. One says "event tents."

Steve Wilson: We have event tents that we use multiple times a year. Pop-up tents, 10x10's, 10x20's, 20x20's. So that's what this one is. That item is replacing tents that are getting into disrepair.

Commissioner Clarke: Theater box truck. What is that?

Steve Wilson: We have a truck that has a big box on the back to put equipment in. Sets when they get built, we move them in the Wallace bowl or things like that. So it's a very old vehicle at this point.

Is there anything else on Parks department before we move on?

Platform tennis. You can see that additional courts, as well as expansion of the hut is represented in 2023. I know we've done some bids, but the site work bid we just couldn't get down and wouldn't have, in good conscience, been able to approve

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that work at that price level. So we're bundling everything in with the addition to the hut and doing all of the work in 2023. The northern deck extension would require us to go back to the village and ask for approval to the special use permit.

Commissioner Kosloskus: So is the intent to build the deck in 2023, since the original plans for that deck were the courts that were going to be on the north side right and it was to connect over there and let the existing. Is there cost efficiency while we're doing the rest of the work, that we're keeping that in there, or is that something that could be put off a year and stage staggered to offset the cost?

Steve Wilson: There will be some efficiencies because it's the same company that's going to do the decking related to the expansion of the hut on the south side and the new courts. The same company that does the courts does the decking, so there would be some efficiency to do it all at the same time. With that being said, it also could be pushed back a year. That efficiency isn't a $100,000, it's more like $10,000.

Commissioner Kosloskus: Well, you, you have your permits and you're prepared to move as soon as weather and availability is ready on these courts, as I understand, but we don't have permission to move on the deck, so would you even be able to do them concurrently until it went through the zoning approval anyway?

Steve Wilson: We would have to start the zoning process within the next, probably 30 to 60, days.

Commissioner Kosloskus: So I just want to be very clear that if it's in here that we're marching towards it. If it’s 50/50, I just want to be clear what we are putting here because it's a big number.

Steve Wilson: You guys tell us.

Commissioner Frazier: Can you explain to us what we would need to go back to the village on this for?

Steve Wilson: So it was not a part of the plan documents that they approved for the two courts and the hut expansion. So because of that it's new, expanded scope in the eyes of the village. And we go back and have to go through the entitlement process and see if we can get approval or not.
Commissioner Kosloskus: And what's the furniture replacement?

Emily Guynn: With the expansion, the furniture is expiring, so we are trying to unify it, so it’s one building. It’s mostly the new side.

Steve Wilson: Any other platform tennis questions?

All right, moving on to Golf. Heading down that list: your usual amenities on the course, a lot of landscaping equipment, drainage improvements. Any questions on any of this?

Commissioner Duffy: Yes. I don't see security cameras on here. I thought we're going to do Security cameras.

Steve Wilson: We can add security cameras, thank you.

Steve Wilson: Second page of Golf. I will point out the nanowalls, $50,000. That was part of the original discussion with the new restaurant to have operable walls to kind of make that indoor outdoor feel with the patio. We also put a tent in this year to facilitate events and it was successful. We rented a tent 10 times last year at a significant cost and instead of continuing to do that on an annual basis, a one-time cost of about the same amount as an annual rental. So that's the tent that we're looking to purchase.

Commissioner Goebel: I have a question about landscaping. I know that in the past we've had some landscaping allocated. This might be an opportunity to partner with the leagues, to have a landscape day and people come out and plant plants we have purchased. But it's just part of community building. Also, the leagues are looking at purchasing league software. I know the men's league has software and the women's league is looking at software. I wonder if there's anything we could do as a district to help defray.

Adam Kwiatkoski: Our men's club has their own software and their own webpage. The last I've heard, they going to put that same software as the men's club uses to run their registrations and different things. Our men's club has always had that paid out of their fees. I think out of just fairness, the woman's fees could be slightly raised to accommodate their annual software. That is the plan as of right now. They're independent organizations and they have their own funds and dues and fees and they are able to pay for their own software and have it developed to handle their registrations. We link it to our website and direct people there, and that allows them to have the control that they want and need for registrations for events.

Commissioner Duffy: When do we get the new version? Since there's been some changes; and my second question is: are we voting on this, then the next board meeting?

Steve Wilson: So our procedure has been to hold another committee of the whole meeting, usually early December, before the December board meeting, where we provide the budget manual, everything rolled-up operational budget, write-ups, everything in one document, and then that goes on display by law for 30 days. So the board does not approve it until that 30-day window has run its course. We approve the budget and appropriations ordinance, the legal document, to meet the

state's requirement of reporting. That gets approved in January. The December approval portion is the tax levy. That's what we'll be approving in December.

Commissioner Goebel: I know one of the things we've worked on as a board in terms of good governance is the management of meetings, and we've noted occasionally the public comment becomes a back-and-forth. And really the public comment is meant to be a sharing of public perspectives that the board discusses at a different time. And it helps preserve some of the continuity of the meeting and the structure of the meeting, and we are focused on good governance. So, I think today was an example of that and I think that's a good example of how we want to continue to have public comment be a sharing of ideas. And then a second, separate section is the board discussion of those ideas, or staff responding at a later date.

Sheila Foy: This is the model. Based on the projections that everybody has been working on, and assuming that we spend capital of $5.2M this year, we are looking at potential available funds going into 2023 of $9.2M. We are going to have an ending fund balance of about $13.2M and then almost $9.3 moving into 2023. The budget for capital for next year is $13.1M. Taking everything into account and trying to shift up the target fund balance by $250,000, we wind up being okay by almost $500,000 at the end of 2023. Now, I have capital being spent at only $5M from 2024-2027. And I looked, going back to 2015, there was only one year that we spent more than $4.2M and that was the year we built the beach house. I don't know projecting a capital budget longer than a year or two is appropriate, but I could do that so you could see what it looks like.

Commissioner Murdock: At this point, we have the highest bond rating and so we are worried about losing it, obvious, right even as $4M –

Sheila Foy: Right even $4M, because now it's expense if we lose it, I know it hasn't been expensive, going right back to 2014 for a while, but the two numbers that are probably the closest to being the most accurate would be 23 and 24 for capital, and we're still only overdrawn a little over $200,000.

Commissioner Murdock: And I think we're planning on issuing some debt extension base in 2024, and we certainly could issue a little more if we needed to, without any significant long term impact.

And the thought that we might spend $20M in capital without any referendum, debt or so on, I can't imagine we can count on one hand the number of times any park district in the state has ever done that. So we're in a really strong position.

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5.0 ADJOURNMENT

There being no further business to conduct, Vice President Kosloskus moved and Commissioner Frazier seconded a motion to adjourn the Committee-of-the-Whole meeting.

By a voice vote; **Motion Carried.**

Minutes Approved on TBD.

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WILMETTE PARK DISTRICT
Regular Board Meeting
Meeting Minutes

Monday, December 12, 2022
7:30 p.m. – Village Hall Council Chambers

PRESENT

Commissioners: President Michael Murdock, Vice President Kara Kosloskus, Cecilia Clarke, Lindsay Anderson, Patrick Duffy, Allison Frazier, Julia Goebel

Staff: Executive Director & Board Secretary Steve Wilson

Absent: None.

Visitors: Walter Keats, Patrick O'Gara, Piper Rothschild, Mary Shea, Tanja Chevalier, Will Black

1.0 PUBLIC HEARING – TRUTH IN TAXATION

1.1 Truth in Taxation Public Hearing called to Order at 7:30pm.

A short public hearing was held to hear any public comment regarding the Tax Levy. The tax levy will increase be less than 5%, which does not legally warrant a public hearing, but the Wilmette Park District does so as a courtesy to the public. Director Wilson briefly described why the park district levies taxes and what the funds are used for.

Director Wilson: We have specific funds we levy taxes into, starting with the non-operating funds, social security tax, IMRF, police security, liability insurance and auditing. The amount being levied this year is to try and achieve a target fund balance by the end of 2023. The operational funds that we tax into the Recreation Fund is a very small amount for recreation and special events, as well as our no-fee based scholarship program. Then the remainder of it goes into our corporate fund, which is the general operations of the parks system, such as park administration, park maintenance and other items. In addition to those operating funds, we have our cooperative of Northern Suburban Special Recreation Association. We tax into that fund and that item is not subject to the tax cap, as all the other funds are. The final portion of the tax levy is our debt service, which is set at the time any debt is issued for the repayment schedule of that debt. So there is no real flexibility in that at this time. That was all set by prior actions of the board.

Commissioner Murdock: This particular year the vast majority is in the general corporate fund because we have been equalizing our fund balances among the other funds. So it's much larger than it is in most years.

All persons desiring to be heard will now have the opportunity to present written or oral testimony with respect to the 2022 proposed levy. First, are there any written or oral communications from any of the commissioners? None.

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Does anyone from the public wish to address us?

[Patrick O'Gara approaches to speak.]

Patrick, we are here just for the Truth in Taxation meeting at this point, not the general board meeting. There will be another opportunity to address for that meeting as well.

Patrick O'Gara: Terrific, thank you Mike for clarifying. I hope, as I sent in an email earlier, that at long last, the November 15th letter from the Village to the Park District regarding West Park will not only receive an indirect, improper acknowledgement, as happened at the Committee of the Whole meeting, where the possibility of another special use application was brought up without directly acknowledging that that letter is what established the special use application. –

Commissioner Murdock: Patrick, I'm sorry, this is in regard to the Truth in Taxation tax levy.

Patrick O'Gara: This is a public comment so please don't interrupt me!

Steve Wilson: This is in regards to the tax levy only. Just relating to tax levy. We will do public comment in the regular board meeting.

Commissioner Murdock: That's what I tried to explain to you when you walked in. Does this relate to the tax levy?

Patrick O'Gara: Well, I'll just leave it at this then. I hope that the November 15th letter will be properly addressed and that my concerns based on the last Committee of the Whole meeting will be rectified.

Commissioner Murdock: Thank you and we will invite you back up. Thank you.

A motion to adjourn the 2022 Tax Levy Hearing was heard from Commissioner Kosloskus and seconded by Commissioner Anderson.

2.0 REGULAR MEETING OF THE BOARD OF PARK COMMISSIONERS CALLED TO ORDER

The regular meeting was called to order at 7:37 p.m.

2.1 ROLL CALL TAKEN

3.0 CONSENT AGENDA

3.1 APPROVAL OF DECEMBER 2022 VOUCHER LIST

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Commissioner Frazier moved to approve the consent agenda and Commissioner Clarke seconded a motion to approve the Consent Agenda of the December 2022 Voucher List, a copy of this document is to be attached to and become a permanent part of the minutes of this meeting.

By a roll call vote, voting *Yes,* Commissioners: Duffy, Anderson, Frazier, Clarke, Goebel, Kosloskus and Murdock. Voting *No,* none. **Consent Agenda, as amended, is approved.**

4.0 COMMUNICATIONS AND CORRESPONDENCE

Commissioner Clarke explains that an email from Patrick O'Gara is included in the packet. Commissioner Kosloskus explains that all correspondence she received is included in the packet, with the exception of one email she received just minutes before the meeting began.

5.0 PUBLIC COMMENT/RECOGNITION OF VISITORS

Patrick O'Gara: States the two letters to the Executive Director of the Park District from the Village of Wilmette are not included in the packet, but were attached to his email. He is hoping the issues in the letter of November 15th will be directly addressed at a meeting in the future.

Mary Shea: Good evening, I am Mary Shea, Gillson Park neighbor. It is always interesting to be reminded of the Park District organizational chart showing residents on the top tier. Unfortunately we have seen that this is not the reality. Tonight I would like to express my concern over the budgeted expenditure of $150,000 for a large event stage and $10,000 for a portable event stage in the 2023 Capital Budget with no public discussion. I was told the large event stage was for the "Beach Bash", a singular annual event sponsored by the Ouilmette Foundation as a fund-raiser for the Park District. It has been held twice in the Beach parking lot. The results were $200,000. the first year with unknown results the second year. It defies credulity that the Park District is underwriting a sound stage for the "Beach Bash" which is held to raise funds for the Park District. The public has not been privy to any discussion of the need for or wisdom of this expenditure. The event has so far been held without a "large event stage", so what has changed? Where would this stage be erected? What is the anticipated programming that requires an additional stage? Does the Park District plan to charge for event tickets? Why would the Park District contemplate a summer event space adjacent to Wallace Bowl, which already has a stage? Why would the Park District want to produce events requiring the beach lot when it is already fully utilized by beach goers? Why would the Park District want a summer event space when Canal Shores holds events just a mile south? You must be aware of the pushback the expanded event space at Ryan Field is experiencing. The City of Chicago is reducing the size of their summer events in parks for the same reason.

The Wilmette Park District has morphed from a Park District into a Recreation District and now we are facing another iteration into an Entertainment District. When this planning process for Gillson began again with Lakota, someone said "We don't want Ravinia South at Gillson". This sounds more like Lollapalooza to me. It appears that from the beginning with the expansion of Lakeview for a "campers' shelter", and now a wedding venue, that the real intention all along was to have large scale private rental summer events at Gillson. If the earsplitting noise last July 3rd was any indication, we are in for very long, loud summers. Your President suggested that if I don't like it I could move. How nice. How respectful. Thank you.

Will Black: I'm Will Black. I live on 16th Street in Wilmette. I attended my first park district board meeting in March of this year, so I'm relatively new to this process. I was spending a lot of time in West Park and was interested in the plans that were being discussed to add new amenities there, so it peaked my interest. I was also aware of several moms and dads in Wilmette, many of my friends, that were also interested in joining me at West Park and being a part of leagues, but they weren't able to. There was no capacity for them to take part. I understood this board was considering investments and it was clear that you were listening to the limitations in capacity, that you were listening to the interests of the moms and dads that wanted to move from digital screens to paddle screens and get outside in the winter. And I also heard a lot of willingness to think about alternatives and make changes to those plans. But as the process played out through the year I kept turning up at these meetings, I saw those plans socialized. I was surprised to hear of the accusations that this park district board was not acting in Wilmette's best interest. That decisions were being made with a bias against low-income neighborhoods, that the board wasn't listening to the community because they hadn't ceded their governance role to a few outspoken critics that don't want people using their parks in their backyard. I also heard appeals from preservationists who seem concerned that if we upgrade amenities that surely that'll mean more people in the parks, more traffic; something they oppose, but something that we celebrated. In my view, this board and the entire team at the park district is doing an exceptional job. This past year, my family has enjoyed countless days at Gillson, an amazing beach hut and Wallace Bowl. My daughter has gone to the park district summer camp Broadway Bound. She's walked off stage with a little extra step and confidence. My son has been using the gym at the rec center a few days a week. And the other day he told me boy, they've upgraded the equipment and it's really terrific. My wife has been taking paddle lessons at West Park and loves the staff. She's incredibly happy with that experience with the working moms that she's part of a group with. And for me, this last summer, I've been at music festivals at Centennial and Gillson with my family, played tennis at Vattman, and enjoyed coed softball at Howard Park… All great experiences thanks to the park district. And I can only tell you about my experiences and testify to how happy our family has been, but when I look at the reports you put out, it says that your programs are full, they're fully subscribed, and it leads me to think my positive experiences are not unique. That many in this community may not come to these

meetings, but I think their actions show that they embrace and appreciate the programs that the park district has put on. As I started to attend these meetings and learn more about what you do, your volunteer work, and more about Steve Wilson and the exceptional staff you've got, I was so impressed, and I'm here to say Thank You. But, frankly, I was surprised also to hear this board was under siege. It seems as though there were a few individuals with pretty narrow interest that didn't support this board, but I will give you a voice that I do. And I was shocked to see that this debate and discourse included the police being called on a number of occasions to protect the board, that there was threatening, disruptive behavior, and I think it's a shame. I think you're doing a great job and I'm here today to say thank you. I appreciate the vision for one Wilmette, everyone's invited and welcome at the park, not just those fortunate enough to live next door to a park. So in my observation, your work has been thoughtful. We appreciate the upgrade in the amenities and the recreational opportunities, the stewardship, and the vision to move Wilmette forward. Thank you for your service.

6.0 EXECUTIVE DIRECTOR'S REPORT

Director Wilson then addressed the Director's Report, which is included in the board packet. He highlighted Project Parks & Play. Director Wilson reminds the public that the park district is looking for feedback and input about what members of our community would like to see for the immediate and distant future of the Park District. He reminded everyone that the public can participate in this exercise. Information about Project Parks & Play can be found on the park district's website. Members of the public are invited to participate either online, with a written letter or post card, as well as over the phone.

7.0 UNFINISHED BUSINESS

None.

8.0 NEW BUSINESS

8.1 CONSIDERATION OF TAX LEVY ORDINANCE 2022-O-10

Commissioner Clarke moved to approve Ordinance 2022-O-10. Commissioner Frazier seconded.

By a unanimous voice vote; **Ordinance 2022-O-10Approved**.

8.2 CONSIDERATION OF TAX LEVY REDUCTION RESOLUTION 2022-R-2

Commissioner Goebel moved to approve Resolution 2022-R-2. Commissioner Anderson seconded.

By a unanimous voice vote; **Resolution 2022-R-2 Approved**.

UNOFFICIAL

8.3 Consideration of Surplus Property Ordinance 2022-O-11

Commissioner Duffy moved to approve Ordinance 2022-O-11. Commissioner Anderson seconded.

By a unanimous voice vote; **Ordinance 2022-O-11 Approved**.

9.0 Adjourn to Closed Session

Move to adjourn to closed session for the discussion of the purchase or lease of real property for the use of the Park District, including meetings held for the purpose of discussing whether a particular parcel should be acquired, as well as, the setting of a price for sale or lease of property owned by the public body, as well as the discussion of the appointment, employment, compensation, discipline, performance, or dismissal of a specific employee of the District, including hearing testimony on a complaint lodged against an employee of the District or against legal counsel to determine its validity, in accordance with Sections 2(c)1, 2(c)5 and 2(c)6 of the Open Meetings Act.

Motion to adjourn to Closed Session. Commissioner Kosloskus moved to adjourn. Commissioner Clarke seconded the motion.

By a unanimous voice vote; **Motion Carried**.

10.0 Reconvene Regular Board Meeting

10.1 Consideration of Action, If Any, of Items Discussed in Closed Session

11.0 Adjournment

Motion to adjourn Regular Meeting of the Board of Commissioners.
All those in favor say aye.

Minutes Approved on TBD.

UNOFFICIAL

Voucher List Presented to the Board of Park Commissioners
At the Regular Meeting of January 9, 2023

Voucher List - Reconciliation
December-22
(Vendor Disbursements Over $5,000)

Vendor Name	Amount	Type of Service/Products	Y	
JPMorgan Chase Bank, N.A.	613,273.50	Interest and Principal payments on Debt		
Wintrust Bank	473,532.25	Interest and Principal payments on Debt		
UMB Bank, N.A.	236,406.25	Interest and Principal payments on Debt		
Total Platform Tennis	126,720.00	Paddle Court Expansion		
PDRMA	117,203.54	Property,Liability,Emp Practice,Workers Comp & Health Insurance 11/22		
IL Municipal Retirement Fund	102,059.68	Contributions		
Frederick Quinn Corporation	70,374.00	Lakeview Design Project		
Carey Electric Contracting, LLC	61,650.00	Lakeview Design Project		
Break Thru Enterprises, Inc.	50,310.00	Lakeview Design Project		
Elliot Construction Corp	47,700.00	Lakeview Design		
SQ *THE LAWN	34,941.04	Meetings and Catering for various programs		
Jensen's Plumbing & Heating	31,654.00	Lakeview Design Project		
Efraim Carlson & Son Inc.	31,500.00	Lakeview Design Project		
Verde Energy Experts	29,999.99	Howard Park- Field Lights		
Archetype Services LLC	29,999.00	Parks- 3 Zero Turn Mowers		
Vermont Systems Inc	28,316.08	Software 2023		
Abram J Stumme	26,604.59	2022 Coach Abe Fall 2 Classes		
Piazza & Mannerino Masonry, Inc.	24,300.00	Lakeview Design		
IMPERIAL SERVICE SYSTE	23,957.00	Cleaning services for Various Facilities	Y	
Gewalt Hamilton Assoc., Inc	21,189.88	Professional Services for Various Projects		
Smith Group JJR LLC	17,600.00	Langdon Park Shoreline Stabilization		
Hot Shots Sports	17,489.20	Professional Services for Programs		
ENGIE Resources LLC	17,424.29	Electric Service for Various Facilities		
Central Rug and Carpet	16,930.00	Lakeview Design		
Arena Sports USA Inc	13,363.46	Youth Basketball Uniforms 2022-23 Season		
Elmwood Supply Company, Inc.	12,155.88	West Park- ADA Improvements Project		
Zenon Co	11,865.00	Pool Deck Furniture		
Payne Sod Farm Inc	11,029.00	Sod- Cart Path Edges		
ILLINOIS ASSOCIATION O	9,955.00	IPRA Conference Registrations	Y	
The Pool Guys	9,950.00	Pool- Liner Project/Repairs		
Public Communications Inc	9,500.00	Marketing & Communications Consulting Fees		
Amazon	3,411.16	Equipment and Repairs	Y	
Amazon	1,790.74	Office	Y	8,898.9
Amazon	3,697.04	Program	Y	
AT&T	8,563.72	(DMARC) for Lakeview Renovation and Regular Phone Charges		
Harris Golf Cars	8,291.70	Batteries for Golf Cars		
THE WEBSTAURANT STORE	7,817.10	Equipment for Various Areas	Y	
Wage Works	7,493.05	Flex Spending Account		
PremiStar- North	7,220.50	Ice- Oil Compressor Changed		
Alan Graham & Asso	7,134.00	Paddle Instruction		
Seaway Supply Co	6,734.00	Parks/CRC- Building Supplies		
Viking Sports LLC	6,572.51	Paddle Balls for Resale		
Block Iron & Supply Company Inc	6,568.00	Lakeview Design		
Konica Minolta Premier Finance	6,502.32	Copier Lease- Various Areas		
Vanguard Energy Services LLC	6,464.55	Gas Service - Various Areas		
Perma-Seal Basement Systems, Inc.	6,143.28	Golf House basement Project		
Woodhouse Tinucci Architects LLC	6,123.60	Lakeview Design		
Site One Landscape Supply LLC	5,903.08	Drainage Pipe and Supplies		
Nicor Gas	5,837.73	Gas Service for Various Areas		
STUEVER SONS INSTALL	5,526.60	Draft Beer System Installation	Y	
DELICIOUS UNLIMITED CO	5,048.55	Full Day Catered Lunch	Y	
Total	2,451,795.86			
Other Sundry Services/Products	156,064.74	Details on following page		
Total Voucher List	2,607,860.60			

Payroll Transfers		
	12/2/2022	307,667.78
	12/16/2022	350,184.95
	12/30/2022	322,760.97
Total Payroll Transfers		980,613.70
Total Vouchers and Transfers		3,588,474.30

Y - Paid with PCard

We, the undersigned Officers of the Wilmette Park District, do hereby singularly approve for payment the above listed and detailed list of bills chargeable for the above stated month and on which further approval was passed at a regularly scheduled meeting of the Board of Park Commissioners of the Wilmette Park District.

Commissioner-Motion

Commissioner-Second

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Voucher Approval Report
Vendor Disbursements under $5,000 sorted by Vendor
Presented to the Board 01/09/2023

Vendor Name	Amount	Type of Service/Products	Y
Reinders Inc	4,072.99	Sprayer Service Work	
Rydin Sign & Decal	4,040.31	Parking/Boat Decals	
Chess-Ed LLC	3,808.00	Independent Contract Service	
Doug's Autobody and Marine LLC	3,650.00	West Park- F250 Truckbed Repairs	
ACUSHNET BILLTRUST	3,385.04	Golf Balls for Resale	Y
On-The-Go Sports Inc	3,307.50	2022 Fall 2 Session	
Fencing Center of Chicago	3,201.10	2022 Fencing Fall 2	
Verizon Wireless	3,127.16	Cell Phone Service - Various Employees	
Metropolitan Industries	3,070.00	Golf- Sump Pump Project	
Leibold Irrigation Inc	2,950.00	Irrigation Compressor/Winterize System	
COMCAST BUSINESS	2,689.53	Phone, TV and Internet for Various Facilities	Y
FRAUD REBILL	2,678.18	Pool - Pump/on K. Solberg P-card 8/31/being refund	Y
Dunlop Sports Group Americas	2,496.14	Tennis Balls(816) for Ball Cart & Breakfast Club	
Streaming It Productions	2,450.00	Video Taping/Streaming- Ice Show 2022	
Purchase Power	2,418.27	Postcards for Winter Explore Guide	
Tressler, LLP	2,415.00	Legal Services for WPD	
Halloran & Yauch, Inc.	2,400.00	Parks- CPF Irrigation System Drained/Turned Off	
WEISSMAN'S THEATRICAL	2,355.84	Dance Team Costumes	Y
Mission Square Retirement (ICMA) - 457	2,192.71	Employee Contributions	
PIONEER ATHLETICS	2,140.07	Howard Park - Field baseball/grounds supplies	Y
Mission Square Retirement (ICMA) - 457	1,989.09	Employee Contributions	
SERVICE SANITATION	1,957.00	Recreation - Portables	Y
LIBERTYVILLE CANLAN SP	1,952.00	Summer's End Trip	Y
Direct Fitness Solutions LLC	1,928.20	Direct Fitness Solutions- Equipment Repair	
KAYMBU INC.	1,920.00	Yearly subscription, parent communication app	Y
Absolute Fire Protection	1,890.00	Lakeview Design Project	
A WISH COME TRUE	1,863.66	Costumes for Nutcracker Dance	Y
Northern Safety Co Inc	1,830.82	First aid supplies	
Halogen Supply Co Inc	1,826.40	Pool- Controller Project	
The Ultimate School of Guitar	1,747.20	2022 Fall 2 Guitar Lessons	
J3 Events Inc	1,662.20	Misc. Rental- 5K Timing Company	
Halloran Power Equipment	1,634.85	Parks- Brushes for Gravely Snow Machine	
USA BLUE BOOK	1,613.76	Parks - Tools/Steam hydrant	Y
SP HOLABIRD SPORTS	1,597.80	Pickleball nets	Y
NORDIC AUTO PLOW LLC	1,500.00	Aerifier Attachment	Y
Arthur Clesen Inc.	1,462.03	Irrigation Supplies	
GGI	1,359.80	Winter 2023 Explore Postcard	
R B Construction, Inc.	1,350.00	Lakeview Design	
Halloran Power Equipment	1,349.54	Parks- Parts for Gravely Snow Broom	
TENNIS COURT SUPPLY	1,248.00	Paddle Court Nets	Y
Neil Estrick Gallery	1,221.50	Ceramics Repair	
Cit Group	1,122.85	Custom Golf Shirts for Resale	
Sunburst Sportswear Inc	1,090.20	Summer Doves T Shirts	
Great Lakes Turf	1,063.02	Greens Fertility Program	
New York Life Insurance Co	1,042.22	WPD Employee Premiums	
LEVEL 10 GYMNASTICS SU	1,039.00	Equipment supplies	Y
Ill. Dept. of Revenue	1,002.00	11/22 Sales Tax	
PLATINUM NATIONAL DANC	1,000.00	2023 Dance Team Convention Comp reg	Y
Sparkles Entertainment Inc	1,000.00	Breakfast With Santa	
REVDANCE.TENTH HOUSE	979.95	Dance Team Costumes	Y
AFLAC	954.70	Employee Contributions	
Voss, Carolyn	924.78	Nutcracker Supplies for New Set	
Jesse White Tumbling Team	900.00	Reissue Unclaimed Property	
DIADORA US, INC.	877.50	Tennis Inventory for Resale	
Nike USA Inc.	856.66	Custom Outerwear for Resale	
DIGICERT INC	848.00	SSL certificate	Y
ACUSHNET BILLTRUST	843.55	Golf Shoes for Resale	Y
IN *WILMETTE TRUCK ABD	800.00	Parks - Vehicle safety stickers	Y
Halloran Power Equipment	799.99	Parks- Spindle for Electric Mower	
WPY*PARK DISTRICT RISK	775.00	PDRMA Risk Management Training for various areas	Y
Sta-Kleen, Inc.	765.00	Golf- Cleaning Restaurant Hood	
Tebon's Gas Service	752.00	Ice- Propane	
Revels Turf and Tractor	750.00	Excavator Rental- Cart Path Project	
Wilmette/Kenilworth Chamber of Commerce	750.00	2022 PD/Library Membership Package Renewal	
CHICAGO NATURE MUSEUM	749.00	School Day Off Field Trip	Y
AMES REFRIGERATION	715.00	Golf - Ice maker repair/sensor	Y
DMI* DELL K-12/GOVT	697.43	Dell Latitude 5320	Y
Sparkles Entertainment Inc	600.00	Breakfast With Santa	

Sunburst Sportswear Inc	564.20	Teen Camp Shirts	
ZSK*CE ENCHANTED CSTL	558.00	School Day Off Field Trip	Y
MARRIOTT THEATRE	552.00	School Day Off Field Trip	Y
Nike USA Inc.	544.63	Golf Shoes for Resale	
ONLINE JOB ADS INDEED	544.00	Job Posting - Early Childhood	Y
Kone Inc	513.87	Golf- Elevator Maintenance Contract	
IDEAL INTERPRETER LLC	500.00	Interpreter for Benefits Fair	Y
USAGYMNASTIC	495.00	2022 USAG Preschool Fundamentals staff training	Y
REVDANCE.TENTH HOUSE	483.55	Nutcracker Costumes	Y
Sunburst Sportswear Inc	478.30	Counselor Shirts(Ramona,McKenzie,Centennial)	
Sunburst Sportswear Inc	471.50	Camp Innovation T Shirts	
Technology Mgt Rev Fund	450.00	Park District Wide Internet Service	
Technology Mgt Rev Fund	450.00	Park District Wide Internet Service	
TK Elevator	450.00	CRC-Elevator Alarm Testing	
TK Elevator	448.00	CRC- Elevator Repair	
VILLAGE OF WILMETTE	430.08	Sheridan & Central - Water/sewer bill	Y
Northern Safety Co Inc	425.32	First aid supplies	
4IMPRINT, INC	409.41	Supplies for benefits fair	Y
Sunburst Sportswear Inc	405.60	Afternoon Adventure Shirts	
SOCIETYFORHUMANRESOURC	400.00	SHRM resource for update of Personnel Policy Manua	Y
Conserv Fs Inc	375.00	Parks- Rental Equipment for Athletic Fields	
Sunburst Sportswear Inc	372.60	Tiny Tots T Shirts	
Halloran Power Equipment	369.24	Parks- Parts for Windstorm	
EIG*CONSTANTCONTACT.CO	369.00	Monthly fee for online eblast/enewsletter tool	Y
GRAINGER	357.07	Paddle - Heater repair	Y
ILLINOIS PGATOURNAMENT	345.00	IPGA Teaching and Coaching Summit	Y
THE HOME DEPOT #1907	338.00	Sailing -Boat Rack Project	Y
Bills Auto & Truck Repair	327.25	CRC- Bus 515 Inspection	
GOODE & FRESH PIZZA BA	322.00	Full Day Pizza Order	Y
Bayhack, Joanie	320.00	BeMoved Instructor Payment	
Rose, Nancy	319.89	Art Birthday Parties/Youth Art Sewing Supplies	
1ST AYD Corp	316.27	Solvent and Battery Cleaner	
MARK VEND CO	313.17	CRC vending pop and water	Y
ALARM PROCESSING CENTE	309.78	Security Alarm for Clubhouse	Y
MENARDS MORTON GROVE I	306.85	CRC - Bulletin boards	Y
SQ *HARRISON'S POULTRY	296.93	West Park - Fall award supplies	Y
GOODE & FRESH PIZZA BA	295.40	Two weeks of pizza plus $10 delivery/tip (FDPS)	Y
DIRECT FITNESS SOLUTIO	295.00	MAL- Fitness equipment maintenance	Y
South Side Control Supply Co	292.60	CRC-Boiler Parts for Repair	
G&O THERMAL SUPPLY CO	291.27	CRC - Boiler parts	Y
Tail Activewear	285.75	8 Tops for Resale	
BURRIS EQUIPMENT CO.	283.70	Parks - Dbl. charge Jacobsen mower repair/refund	Y
BURRIS EQUIPMENT CO.	283.70	Parks - Jacobsen mower repair	Y
IPRA	279.00	2023 IPRA Membership - Koclanes, N	Y
IPRA	279.00	2023 IPRA Membership - Meeth, C	Y
IPRA	279.00	2023 IPRA membership renewal	Y
IPRA	279.00	IPRA Initial Membership 2023 - Parson, M	Y
IPRA	279.00	IPRA membership - Kruse, R	Y
CHAMPION TEAMWEAR	276.74	Uniform supplies - staff shirts	Y
IPRA	264.00	2023 IPRA annual membership - Solberg, K	Y
IPRA	264.00	2023 IPRA Dues - S Foy	Y
IPRA	264.00	2023 IPRA Membership - Jayne, ML	Y
IPRA	264.00	2023 IPRA Membership - Worthey, L	Y
IPRA	264.00	2023 IPRA Membership Dues - N. Heleniak	Y
IPRA	264.00	2023 IPRA Membership Dues - S. Sekki	Y
IPRA	264.00	2023 Membership fees	Y
IPRA	264.00	IPRA Renewal	Y
P.R. Streich & Sons,Inc.	262.50	West Park- Safety Inspection for Lift	
AZTEC SUPPLY CORP	261.31	West park urinal cakes	Y
Craftwood Lumber & Hardware	259.90	Parks-Fence Repairs	
Sunburst Sportswear Inc	256.80	Teeny Tiny Tots T Shirts	
STATE CHEMIC*STATE CHE	254.66	CRC maintenance supplies	Y
PARTSTREE.COM	253.12	Parks - Exmark mower parts	Y
LEFTYS PIZZA KITCHEN	252.41	Food for board meeting	Y
GARVEYS OFFICE PRODUCT	248.20	West park building supplies	Y
BLT*JMC EQUIPMENT	246.21	West Park - Vehicle lift repairs	Y
VUE*COMPTIA CERT TEST	246.00	A Plus Certification Exam	Y
AQUALAB Water Treatment	245.00	Ice- Water Treatment for Cooling Tower	
GOODE & FRESH PIZZA BA	244.04	WCT Fall Cast Pizza Party	Y
Niles Park District	240.00	GSITL League Fees	
Staples Advantage	239.00	Copier Paper	
GRAINGER	238.92	Ice - Respirator for compressor room	Y
WILLSCOT MOBILE MINI	232.00	Portable Winter Storage for Sailing	Y
MCMASTER-CARR	230.14	Parks - Ground supplies/fence ties	Y
IN *GNXCOR USA INC	225.00	Maintenance Care Software	Y
THE HOME DEPOT #1913	224.85	West Park - November meeting supplies	Y
EQUIPSUPPLY.COM	221.59	Paddle - Heater parts	Y
ILLINOIS ASSOC OF PARK	215.00	IAPD Legal Symposium - C Heafey	Y

TOWELHUB	214.77	Sweat towels	Y
Midwest Institute of Park Executives	210.00	West Park December MIPE Meeting	
TST* MR. ALLISONS REST	207.98	West Park - Award meeting supplies	Y
THE HOME DEPOT #1907	205.53	CRC - 2 sinks repaired	Y
NAPA STORE 3018042	201.18	Pump for 5 gallon bucket	Y
AEREX PEST CONTROL SER	200.00	CRC pest control	Y
CKO*WWW.ISTOCKPHOTO.CO	199.00	Monthly fee for stock image service	Y
PARTSTREE.COM	198.49	Parks - Honda/lawncare generator	Y
VISTA CAY RESORT BY MI	194.65	Lodging for PGA Show	Y
GOLF ASSOCIATES ADVERT	193.57	Scorecards	Y
Shipstad, Ann Marie	192.90	Nutcracker Set Supplies	
Chgoland Assc of Golf Course Superintendents	190.00	Superintendents Education	
SERVICE SANITATION	185.40	Golf - Portables	Y
FUN EXPRESS	184.76	Wicked Wilmette supplies	Y
Quill	183.96	Labels & Dividers for M. Parson	
Sunburst Sportswear Inc	182.40	Summer Doves T Shirts	
Taflove, S	182.00	Canasta Lessons Nov 2022	
Bills Auto & Truck Repair	181.50	CRC-Bus 515 Repair	
AMERICAN OUTFITTERS LT	180.70	Parks & Rec Trek t-shirts	Y
South Side Control Supply Co	179.47	West Park- Boiler Parts for Repair	
The Sherwin-Williams Co	175.74	Admin- Paint	
Market Access Corp	175.00	Liquor Liability Insurance- New Triers Event	
ALARM PROCESSING CENTE	171.45	Security Alarm for Golf Maintenance	Y
WALGREENS #15211	171.26	Wicked Wilmette supplies	Y
GEMPLER'S	169.98	West Park - K. Solberg/Uniform supply	Y
GRAINGER	165.30	Ice - Lobby lights	Y
UNITED 01678417210923	157.20	Flight for General Manager PGA Show	Y
UNITED 01678417210934	157.20	Flight for PGA Show Head Pro	Y
DIRECT FITNESS SOLUTIO	152.50	Equipment repairs - Direct Fitness	Y
GOODE & FRESH PIZZA BA	151.20	Full Day Catered Lunch	Y
FOX VALLEY FIRE AND SA	150.00	CRC - Fire alarm radio lease	Y
FOX VALLEY FIRE AND SA	150.00	Lakeview - Fire alarm radio lease	Y
FOX VALLEY FIRE AND SA	150.00	Mallinckrodt - Fire alarm radio lease	Y
FOX VALLEY FIRE AND SA	150.00	Pool - Fire alarm radio lease	Y
Konica Minolta Business Solutions	147.02	Copier Usage-Fitness/Tennis/Gillson/Lakeview	
SANGOMA US INC	140.06	District Fax Solution	Y
GOODE & FRESH PIZZA BA	138.00	Half Day Pizza Order	Y
AEREX PEST CONTROL SER	136.00	Mallinckrodt pest control two months	Y
TST* VALLEY LODGE TAVE	134.13	New employee welcome lunch	Y
R & R Specialties, Inc.	128.05	Ice Equipment	
CRAFTWOOD LUMBER & HAR	127.92	Parks - Grounds supplies/wood for repairs	Y
GOODE & FRESH PIZZA BA	126.60	Two weeks of pizza plus $10 delivery/tip (PS)	Y
WALGREENS #4503	126.48	Spooky Skate/Halloween supplies	Y
AAA Lock & Key	126.00	Ice- Primus Keys	
P MIKOLAJCZYK SNAP ON	125.00	Worklight for sprayer	Y
K-Swiss Inc.	121.12	2 Pairs Shoes for Resale	
K-Swiss Inc.	121.12	2 Pairs Hypercourt Express Shoes for Resale	
OFFICE DEPOT #510	119.97	Comprehensive and Strategic Plan Supplies	Y
Halloran Power Equipment	119.36	Parks- Deck Wheels/Bolts Exmark Mowers	
AAA LOCK AND KEY	119.00	Golf - Restaurant lock and keys	Y
Fink, Margaret C	113.94	Reissue Unclaimed Property	
THE FRESH MARKET 072	112.45	West Park - Fall award supplies	Y
JEWEL OSCO 3465	110.80	MAL- Program supplies for Walk and Gobble event	Y
Sunburst Sportswear Inc	105.36	Preschool Staff Uniforms	
GOODE & FRESH PIZZA BA	104.37	Food for USAG course	Y
FS *BRIGHTPOD.COM	99.00	Marketing project sharing software	Y
Sunburst Sportswear Inc	97.60	Hummingbirds T Shirts	
LOU MALNATIS - WILMETT	96.21	Wicked Wilmette supplies	Y
Tebon's Gas Service	96.00	West Park- Propane	
THE HOME DEPOT #1987	95.02	Wicked Wilmette supplies	Y
The Sherwin-Williams Co	93.68	Lakeview- Concrete Sealer	
Jorson & Carlson Co Inc	93.50	Equipment Repairs	
THE HOME DEPOT #1907	92.51	Buildings - Ice machine cleaner	Y
NAPA STORE 3018042	90.67	2cycl lube and antifreeze	Y
ZOOM.US 888-799-9666	89.94	Video Meeting Software	Y
IRVINGS FOR RED HOT LO	88.35	Wicked Wilmette supplies	Y
DBC*BLICK ART MATERIAL	87.78	MAL- Watercolor class supplies paper	Y
Taflove, S	83.00	Mah Jongg Lessons- Nov 2022	
CHAMPION TEAMWEAR	82.98	Program Operation supplies - team	Y
Nike USA Inc.	82.75	Custom Apparel for Resale	
JEWEL OSCO 3429	80.16	West Park - Fall meeting supplies	Y
BALANCED BODY EDUCATIO	79.00	Continuing Ed course on Pilates + Fitness in Clubs	Y
LOWES #02728*	77.98	West Park - Safety ladder	Y
PANERA BREAD #600721 P	75.56	Parks - Staff Fall meeting	Y
FOX VALLEY FIRE AND SA	75.00	Ice - Fire alarm radio lease	Y
FOX VALLEY FIRE AND SA	75.00	Tennis - Fire alarm radio lease	Y
THE HOME DEPOT #1907	73.61	Paddle - Heater repair	Y
ZEP PRODUCTS	73.45	Zep morado super cleaner 5GL	Y

North Shore Faucets Inc	72.00	Parks-ADA Project Plumbing	
P MIKOLAJCZYK SNAP ON	71.75	Safety goggles lens replacement	Y
A WISH COME TRUE	70.99	Nutcracker Costumes	Y
YOURCOURTS SUBSCR	70.00	Tennis Reservation Software	Y
Sunburst Sportswear Inc	68.76	Walk and Gobble T-Shirts	
Millen T V Hardware	67.63	Lakeview Equipment Maintenance	
JAMF SOFTWARE, LLC	66.00	Apple Mobile Device Management	Y
JOHN WEISS ACE HDWE	64.99	West Park - New faucet	Y
Grower Equip & Supply Co	64.90	Spark Plugs for Blower	
GOODE & FRESH PIZZA BA	64.80	Half Day Preschool Catered Lunch	Y
JASPER S CAFE	64.66	West Park - K. Solberg staff meeting	Y
DANSCO	63.99	Dance Nutcracker Costume	Y
THE HOME DEPOT #1987	63.09	Parks - Tennis court lights	Y
Tri-State Cut Stone & Brick Co	62.78	Parks- Howard Park Ground Repairs	
WEISSMAN'S THEATRICAL	62.28	Nutcracker Costumes	Y
PARTSTREE.COM	59.99	Parks - Parts for fields paint sprayer	Y
Jorson & Carlson Co Inc	59.08	Equipment Repairs	
JEWEL OSCO 0001	59.02	MAL- Coffee and program supplies	Y
Fastsigns-Morton Grove	58.65	Name Badges	
JIMMY JOHNS - 480	58.38	Meeting supplies - U. Rodriguez first day	Y
Konica Minolta Business Solutions	58.25	Copier Usage- Mallinckrodt	
PARTY CITY 5266	57.30	Comprehensive and Strategic Plan Supplies	Y
Konica Minolta Business Solutions	56.73	Copier Usage- Ice	
TST* HACKNEYS ON HARMS	55.26	Rec/Marketing Lunch Meeting	Y
Jorson & Carlson Co Inc	55.00	Equipment Repairs	
Jorson & Carlson Co Inc	55.00	Equipment Repairs	
WHENIWORK.COM	55.00	When I Work Subscription Fee, Centennial	Y
WHENIWORK.COM	55.00	When I Work Subscription Fee, CRC	Y
DOLLAR TREE	54.75	MAL- Program supplies Walk and Gobble event	Y
THE HOME DEPOT #1987	54.32	Buildings - Electrician truck supplies	Y
DOLLARTREE	53.75	Wicked Wilmette supplies	Y
DUNKIN #300826 Q35	52.66	Wicked Wilmette supplies	Y
Lowe's Commercial Account	52.24	West Park- Building Supplies/Saw Blade	
GRAINGER	50.78	West Park - Lockdown/ tag out tags	Y
DOLLAR TREE	50.00	West Park - Fall award supplies	Y
THE HOME DEPOT #1907	49.00	Golf - faucets for repair	Y
Aramark Uniform Services Inc	47.84	West Park Shop- Towel Service	
Aramark Uniform Services Inc	47.84	West Park Shop- Towel Service	
DUNKIN #352356	47.25	Dunkin for Wicked Wilmette for early workers	Y
Konica Minolta Business Solutions	47.04	Copier Usage- CRC Early Child	
Hilby, Sara	46.99	Reissue Unclaimed Property	
Millen T V Hardware	45.85	CRC- Blue Painter Tape	
THE HOME DEPOT #1913	43.47	Paddle - Building supplies	Y
AAA Lock & Key	43.00	West Park- Keys	
JEWEL OSCO 3465	41.58	West park building supplies	Y
TWISTED PLAYS	40.00	Nutcracker supplies	Y
THE HOME DEPOT #1902	39.98	Pickleball lines	Y
Grower Equip & Supply Co	38.88	Gasket for Fuel Cap/Full Cap ASSY	
JEWEL OSCO 3453	36.95	Wicked Wilmette supplies	Y
JEWEL OSCO 3465	35.02	West Park - November meeting supplies	Y
Staples Advantage	34.93	Kcups & Beverages for Admin	
Reinders Inc	33.31	Seal Tank Lid	
MARSHALLS #744	33.05	Wicked Wilmette supplies	Y
LOWES #02728*	32.98	West Park - Building supplies/drill bits	Y
Millen T V Hardware	32.96	Equipment Supplies- Lock for Gate	
LOWES #02728*	31.76	Paddle - Heater repair	Y
THE HOME DEPOT #1987	30.44	Buildings - Tools for HVAC repair	Y
GRAINGER	29.96	Ice - Compressor parts for repairs	Y
GARVEYS OFFICE PRODUCT	29.68	CRC dishwasher pods	Y
THE HOME DEPOT #1907	28.91	West Park - Building supplies/tools	Y
IDLEWOOD ELECTRIC SUPP	28.84	CRC - Electrical supplies	Y
THE HOME DEPOT #1907	27.93	West Park - Building/truck supplies	Y
Robbins Schwartz	27.50	P.T.A.B. Challenge Services	
New York Life Insurance Co	26.17	WPD Employee Premium- Javier Gomez	
Ortlieb, Sarah	26.15	Youth Art Supplies	
Quill	25.99	Thermal Laminating Pouches for West Park	
LOWES #02728*	24.98	Sailing - Shower repair	Y
CFDYNAMICS	24.95	Leagues Website Hosting	Y
YOUR ANSWERING SERVICE	23.70	CRC - Answering service	Y
YOUR ANSWERING SERVICE	23.70	Golf - Answering service	Y
ComEd	23.54	Electric Service- Thornwood Park	
Robbins Schwartz	21.09	P.T.A.B. Challenge Services	
360TRAINING.COM INC	20.00	West Park Shop - P. Balon training	Y
AMBERSCRIPT	20.00	Transcription Software	Y
IPRA	20.00	2023 IPRA Meeting	Y
IPRA	20.00	Rec section meeting - Pekosh, C	Y
IPRA	20.00	Rec Section Meeting - Valett, A	Y
THE HOME DEPOT #1987	19.80	CRC - Lighting	Y

USPS PO 1684900091	19.30	Postage for IRS Mailing	Y
Robbins Schwartz	19.17	P.T.A.B. Challenge Services	
AAA Lock & Key	18.00	West Park- Keys	
CVS/PHARMACY #03163	17.98	Erroneous charge - food for USAG course	Y
CVS/PHARMACY #03163	17.98	Food for USAG course	Y
TARGET 00011676	17.34	Campus Club Supplies	Y
LEARN TO SKATE USA	17.25	LTS Dues, membership	Y
Staples Advantage	16.23	Pop for Admin Office	
Millen T V Hardware	14.44	Sailing Equipment Supplies	
Millen T V Hardware	14.43	West Park- Tools	
LOWES #02728*	14.36	Mallinckrodt - Ice maker supplies	Y
IDLEWOOD ELECTRIC SUPP	14.22	Golf - Cart repair supplies	Y
JOHN WEISS ACE HDWE	13.97	Paddle - Heater repair supplies	Y
THE UPS STORE 2808	13.28	Shipping for Credit Card Hardware	Y
JOHN WEISS ACE HDWE	13.18	Mallinckrodt - Ice maker supplies	Y
Robbins Schwartz	13.12	P.T.A.B. Challenge Services	
JOHN WEISS ACE HDWE	12.99	Parks - Office supplies	Y
LOWES #02728*	12.96	Parks - Supplies/nuts, washers	Y
TRISTATE CUT STONE BR	12.90	Parks - Concrete/fountain repair	Y
Gomez III, David Wycoff	12.75	November 2022 Mileage	
Heartland Business Systems, LLC	12.00	Monthly User License	
JOHN WEISS ACE HDWE	11.16	West Park - Buildings Van/painter supplies	Y
WALGREENS #15211	10.96	MAL- Program supplies	Y
THE HOME DEPOT #1987	10.72	West Park - Buildings car charger	Y
THE HOME DEPOT #1987	10.48	Parks - Tennis courts lighting	Y
Robbins Schwartz	9.80	P.T.A.B. Challenge Services	
HOBBY-LOBBY #849	9.35	MAL- Program supplies	Y
Weiss Ace Hardware	7.99	CRC- Stop Sign Repair	
LEFTYS PIZZA KITCHEN	7.15	Tax to be refunded	Y
Tanner Industries Inc	6.00	Cylinder Rental for Ice	
HARBOR FREIGHT TOOLS 7	5.99	Parks - Supplies/socket adapter	Y
Robbins Schwartz	5.51	P.T.A.B. Challenge Services	
Robbins Schwartz	4.70	P.T.A.B. Challenge Services	
Robbins Schwartz	4.38	P.T.A.B. Challenge Services	
Robbins Schwartz	4.38	P.T.A.B. Challenge Services	
Robbins Schwartz	3.75	P.T.A.B. Challenge Services	
APPLE.COM/BILL	2.99	West Park - K. Solberg/Phone supply	Y
JEWEL OSCO 3465	2.74	Campus Club Supplies	Y
Millen T V Hardware	2.19	CRC- Building Repairs	
Lowe's Commercial Account	0.35	West Park- Finance Charge	
CVS/PHARMACY #03163	(17.98)	Refund for food for USAG course	Y
CHICAGO TRIB SUBSCRIPT	(39.60)	Wilmette Life subscription refund	Y
ZSK*CE ENCHANTED CSTL	(80.00)	Refund	Y
Reinders Inc	(100.00)	Service Work Credit	
USA BLUE BOOK	(126.42)	REFUND - Tax on Tools/hydrant	Y
BURRIS EQUIPMENT CO.	(283.70)	Refund - Parks mower repair supplies	Y
Reinders Inc	(400.04)	Service Work Credit	
REVDANCE.TENTH HOUSE	(814.20)	Dance Costumes Nutcracker	Y
	156,064.74		

Y - Paid with PCard

From: Steve Wilson
To: Michelle Parson
Subject: FW: [External] Pickleball courts
Date: Wednesday, December 14, 2022 2:30:56 PM

For next meeting packet.

Steve Wilson
Executive Director
Wilmette Park District
www.wilmettepark.org
847-256-9617

From: jmwilson310 <jmwilson310@gmail.com>
Sent: Wednesday, December 14, 2022 1:47 PM
To: Steve Wilson <swilson@wilpark.org>
Subject: [External] Pickleball courts

I would like to see pickleball courts constructed in wilmette
Thank you
Joanna Wilson

Sent from my Verizon, Samsung Galaxy smartphone

From: Steve Wilson
To: Michelle Parson
Subject: FW: [External] Wilmette Pickleball
Date: Wednesday, December 14, 2022 2:35:09 PM

For next meeting packet.

Steve Wilson
Executive Director
Wilmette Park District
www.wilmettepark.org
847-256-9617

-----Original Message-----
From: Marlene Leon <marleneleon844@yahoo.com>
Sent: Wednesday, December 14, 2022 2:34 PM
To: Steve Wilson <swilson@wilpark.org>
Cc: Dan Leon <danleon@sbcglobal.net>
Subject: [External] Wilmette Pickleball

Hi Steve- My husband and I live at 518 Isabella St in Wilmette. We are avid pickleball players and currently drive to Glenview, Highland Park and Buffalo Grove to play Pickleball. We would love to play in Wilmette and hope to see outdoor courts built soon!! We would fully support this and would love to see Wilmette Tennis center support the indoor Pickleball effort as well.

Best Regards,
Marlene Leon
847-644-4218

Sent from my iPhone Marlene Leon

From: Julia Goebel
To: Michelle Parson
Subject: Fwd: [External] 12/12/22 Board meeting comments
Date: Wednesday, December 14, 2022 3:38:44 PM
Attachments: sound stage comments 12-16-22.docx

Hello Michelle,

Please include the email and attachment in the next meeting's packet.

Thank you,
Julia

Julia Goebel

Park Board Commissioner 2019-2023
Wilmette Park District
jgoebel@wilpark.org
http://www.wilmettepark.org/

From: Mary Shea <shea735@aol.com>
Sent: Tuesday, December 13, 2022 4:56:52 PM
To: Lindsay Anderson <landerson@wilpark.org>; Cecilia Clarke <cclarke@wilpark.org>; Patrick Duffy <pduffy@wilpark.org>; Allison Frazier <afrazier@wilpark.org>; Julia Goebel <jgoebel@wilpark.org>; kara.losloskus@gmail.com <kara.losloskus@gmail.com>
Subject: [External] 12/12/22 Board meeting comments

Dear Commissioners, I'm attaching my comments from last night in the hope that you can answer my concerns. There is often talk of "good governance" and transparency but unfortunately it is not much in evidence. The Park District wants to hear from residents, but only *some* residents who laud the programming. Unfortunately the others are characterized as "selfish neighbors".
Thank you for your attention.
Mary Shea

Good evening, I am Mary Shea, Gillson Park neighbor.

It is always interesting to be reminded of the Park District organizational chart showing residents on the top tier. Unfortunately we have seen that this is not the reality.

Tonight I would like to express my concern over the budgeted expenditure of $150,000 for a large event stage and $10,000 for a portable event stage in the 2023 Capital Budget with no public discussion.

I was told the large event stage was for the “Beach Bash”, a singular annual event sponsored by the Ouilmette Foundation as a fund-raiser for the Park District. It has been held twice in the Beach parking lot. The results were $200,000. the first year with unknown results the second year.

It defies credulity that the Park District is underwriting a sound stage for the “Beach Bash” which is held to raise funds for the Park District.

The public has not been privy to any discussion of the need for or wisdom of this expenditure .

The event has so far been held without a “large event stage”, so what has changed?

Where would this stage be erected?

What is the anticipated programming that requires an additional stage?

Does the Park District plan to charge for event tickets?

Why would the Park District contemplate a summer event space adjacent to Wallace Bowl, which already has a stage?

Why would the Park District want to produce events requiring the beach lot when it is already fully utilized by beach goers?

Why would the Park District want a summer event space when Canal Shores holds events just a mile south? You must be aware of the pushback the expanded event space at Ryan Field is experiencing. The City of Chicago is reducing the size of their summer events in parks for the same reason.

The Wilmette Park District has morphed from a *Park District* into a *Recreation District* and now we are facing another iteration into an *Entertainment District.*

When this planning process for Gillson began again with Lakota, someone said "We don't want Ravinia South at Gillson". This sounds more like Lollapalooza to me.

It appears that from the beginning with the expansion of Lakeview for a “campers’ shelter”, and now a wedding venue, that the real intention all along was to have large scale private rental summer events at Gillson.

If the earsplitting noise last July 3rd was any indication, we are in for very long, loud summers. Your President suggested that if I don’t like it I could move. How nice. How respectful. Thank you.

WPD Board meeting 12/12/22

THE VILLAGE OF
Wilmette
EST. 1872

1200 WILMETTE AVENUE
WILMETTE, ILLINOIS 60091-0040

OFFICE OF
THE MANAGER

PHONE (847) 251-2700
FAX (847) 853-7700
TDD (847) 853-7634

October 20, 2022

Steve Wilson
Executive Director
Wilmette Park District

Dear Steve,

This letter is intended to provide clarity to the Park District and community at large regarding the Village's zoning controls related to the Wilmette Park District's consideration and desire to install outdoor pickleball courts.

As the Park District initiated its community engagement process to determine appropriate locations for outdoor pickleball courts, you requested a meeting with Village staff to ensure an understanding of the zoning requirements related to this initiative.

On October 10, 2022, staff members and attorneys for the Village and Park District met to discuss zoning controls related to pickleball. This letter will document that discussion in order to clearly set expectations as to what types of activity will trigger a Special Use to be applied for and what may be done under the Park District's own authority.

Importantly, the Village does not have, nor desires to have, any operational or administrative control over the Wilmette Park District. The Park District's elected officials and professional staff have the expertise and responsibility to determine the recreational needs of the community and the facilities which best meet those needs. The various controls that the Village does have includes, but is not limited to, zoning controls, building construction regulations, and certain licensing controls (such as liquor licensing).

As background, the Village and the Park District had a past dispute over zoning controls of the Village over the Park District that ultimately culminated in an Illinois Supreme Court case opinion that was issued in 1985. While that opinion upheld the Village's rights of zoning controls over the Park District, it also directed the Village that it must act reasonably.

Following resolution of the Supreme Court case, as what is presumably intended to address future matters involving zoning controls over the Park District, the Village continued to require that all parks in the Village be special uses, but also created "special rules applicable to units of local government" to help guide the parties.

In the Village Code, the Village Board expressly stated:

> This section contains special rules and standards that apply to uses owned or operated by Units of Local Government. Because these units of local government, as publicly elected bodies, represent the Village as a whole, it can be presumed that their activities by and large operate to promote the public health, safety, and welfare. This unique characteristic of units of local government, as well as the nature of the uses they own and operate, merits the application of special rules and standards to govern their land use activities. (Sec. 30-5.16 of the Wilmette Village Code).

Furthermore, the Village Code specifically allows the Park District to resurface its courts or rearrange recreational equipment. (Sec. 30-5.16 of the Wilmette Village Code).

Accordingly, and applicable to the specific question asked by the Park District of converting existing tennis courts to be used for pickleball, the Village does not require the Park District to seek zoning relief for such conversions as outlined below. As such, the Park District may, without any approval from the Village:

- Resurface, restripe, or rearrange its existing courts to play pickleball, paddleball, tennis, or the like;
- Increase the number of courts, without an increase or an expansion of the footprint of the existing courts, to allow for a new sport to be played on an existing court;
- Install new equipment or infrastructure on existing courts that would not otherwise require a variation.

The Village does require zoning relief in the instances where the Park District is seeking to:

- Expand the existing footprint of an existing facility or establish a new facility at a location; or
- Increase the number or sizes of the buildings at a location; or
- Make any other expansion in the physical facilities at the location.

In summary, reuse of existing tennis courts for pickleball courts does not require an expansion of an existing Special Use whereas construction of new courts for pickleball, or expanding the footprint of existing courts, requires a Special Use. This general summary applies to all Park District facilities other than West Park because of the conditions imposed in the approved zoning ordinance for the expansion of West Park. Those conditions, as they are specific to the impacts of West Park's expansion, will determine how pickleball activity is viewed at West Park from a zoning perspective.

Finally, it is important to note that while there may not be the need to seek additional zoning relief for certain activities, the construction and use of those activities must still adhere to other provisions of the Village Code.

Thank you,

Michael Braiman
Village Manager

November 15, 2022

Steve Wilson
Executive Director
Wilmette Park District

Dear Steve,

The following is intended to outline the status of the various outstanding conditions of approval for the paddle court expansion at West Park and the Village's expectations moving forward.

Lighting

The lighting condition requires that the existing and proposed paddle tennis court lighting be shielded to reasonably contain light to the Courts and restrict spillage of light to any area outside of the Courts. The shielding is also expected to reasonably reduce glare of the Lights that can be seen from the neighboring residential properties. This work was to be completed no later than August 30, 2022, or as otherwise extended by the Director of Community Development.

The Park District caused to have light shields installed on all but one Light before the August 30th deadline. The installed shields are three sided, effectively preventing light spillage from the sides and rear of the Light fixtures. The front of each fixture is not shielded, which is as recommended by the Park District's paddle court contractor to ensure appropriate lighting for the courts. Further shielding of the fixtures, particularly those which face north that are visible to homes on the west side of Laramie Avenue must be considered. If further shielding cannot be accomplished on the existing luminaires, the Village requests that the Park District investigates replacing the luminaires and shields to those found at the Prairie Club in Glenview, which have proven to better contain light spillage outside the court of play. The Village requests a report from the Park District as to how the shielding will be improved by January 31, 2023 with improvements fully completed no later than the start of League play in 2023. Recognizing that the installation of new light fixtures would be an unfunded condition, the Village will be reasonable and flexible regarding these timelines so long as progress is demonstrated to remedy the matter.

Another condition related to lighting is the requirement that the Lights be retrofitted with a system that will automatically turn off the Lights for each individual court within a reasonable period of time (30 minutes maximum) after activity on an individual court has ceased. While the Village finds this condition having been met, it is our understanding that the system previously malfunctioned and the Park District had been working to remedy the matter. An update on the status of this condition is requested.

Hours of Operation

The approval for the Lights to remain on until 11:00 p.m. in the Special Use Ordinance was based upon the facts presented at the time of application, which in this matter was a 7:00 p.m. start time for League matches and that matches may occasionally require four hours to complete. It is the Village's understanding that the start time for League matches has changed to 6:30 p.m. and accordingly, the Village is asking the Park District to agree to shut off the Lights at 10:30 p.m. during League play. This action is requested to take effect immediately and for the Lights to shut off at 10:30 p.m. each and every night of League play so long as matches begin at 6:30 p.m. The 10:30 p.m. end time would be consistent with the original Special Use approval for the construction of paddle tennis courts which was granted in 2013.

As you are aware, the Village has received complaints that non-League play is occurring past 10:00 p.m. which is not permitted by the Special Use approval. While the above requested action will reduce such improper activity, it will not eliminate it entirely. Accordingly, the Village is requesting the following be completed by December 15, 2023:

- Signage to be installed at the entrance to every court indicating that non-League play is not permitted after 10:00 p.m.
- More frequent email communications to all Wilmette League members, particularly following receipt of complaints of potential violations, reminding them that non-League play is not permitted after 10:00 p.m.

If violations of the Special Use approval persist following the installation of additional signage and more regular communication, the Village will consider additional mitigations up to and including staffing of the facility to prevent such unauthorized activity. Given the ongoing expense of staffing the facility as well as the potential challenge in recruiting candidates for such a position, staffing of the facility, while a potential mitigation, is not the preferred remedy.

Landscaping

The landscaping condition requires the installation of landscaping adjacent to and around the Courts with the intent that such landscaping will provide a buffer between the Courts and the neighboring residential properties. The landscaping installed and maintained is intended to reasonably contain light to the Courts and restrict spillage of light to any area outside of the Courts. Furthermore, the landscaping shall also be placed with the intention to reduce the glare of the Lights that can be seen from the neighboring residential properties. This

work was to be completed no later than August 30, 2022, or as otherwise extended by the Director.

The Village authorized an extension to the deadline as the Park District at the Village's request provided revised landscaping plans with a timeline of bidding, contract approval, and installation. The requested information was provided by the Park District on September 9, 2022. Subsequently, the parties agreed that the plantings should not take place until Spring 2023. Given the recent sharing (October 5) of a revised landscape plan to both the neighbors and Village, we request that the Park District submit an updated timeline for bidding, contract approval, and installation.

While the proposed landscape plan appears to be a reasonable response to the landscaping condition placed on approval, the Village remains interested in knowing what, if any, landscaping should be installed to the north of the northern most courts. The Village looks forward to revisiting the landscaping condition after the landscaping is installed and possible modifications to the luminaires/shielding is complete.

Noise

The noise condition requires the Park District to have a new noise study conducted during peak hours of League Play. Such study must be completed no later than December 31, 2022. If additional mitigations are required, they must be implemented or installed prior to April 1, 2023, or as otherwise extended by the Director of Community Development.

The Village requests that the Park District engage by the end of November one of the following firms to conduct the study during the month of December:

- Carnow & Conibear
- Shiner Acoustics
- ABD Engineering
- Soundscape Engineering

Prior to conducting the study, the Park District should provide the Village with the date and time as well as the planned scope of work. If the study indicates that the noise level generated from the Courts (absent the ambient noise) exceeds the Village's standards, the Director of Community Development may require additional mitigations to help reduce the noise generation from the Courts.

Parking/Traffic Study

The parking/traffic study condition requires that a new parking and traffic study conducted during peak hours of League Play during a time of the year that other park uses are not impacted by weather conditions. The study shall be completed no later than December 31, 2022, or as otherwise extended by the Director. Any mitigations that may be required shall be implemented or installed prior to April 1, 2023, or as otherwise extended by the Director.

The Village requests that the Park District engage by the end of November one of the following firms to conduct the study during the month of December:

- Alfred Benesch & Company
- Hampton Lenzini and Renwick, Inc.
- Kimley-Horn and Associates, Inc.
- Civiltech Engineering, Inc.
- Baxter & Woodman Consulting Engineers

Staff will work with the Park District and selected consultant to determine the appropriate times for the parking/traffic data to be collected. The parking study should take into account the available parking spaces on West Park Drive which are located within the Village of Glenview, but not controlled by the Village of Wilmette or Wilmette Park District, to determine the necessity of constructing additional parking spaces as originally proposed by the Park District. The Park District may want to discuss with the Village of Glenview an Intergovernmental Agreement codifying the Park District's use of those parking spaces.

Additional Activity at West Park

As discussed and agreed upon by the parties at a meeting between Village and Park District staff on October 10, 2022, any additional decking at West Park (for example: installation of decking over the water transmission main to connect Paddle Courts #1 and #2 to the existing decking) will require an expansion of the Special Use. Other additions, such as outdoor firepits as previously contemplated by the Park District will also require an expansion of the Special Use.

Conclusion

We appreciate the Park District's willingness to work cooperative with the Village to address these matters. Recognizing that some of the above modifications may require unplanned expenditures, the timelines for compliance may be revisited depending on the necessary improvements and associated costs.

Thank you,

Michael Braiman
Village Manager

From: Steve Wilson
To: Michelle Parson
Subject: FW: [External] Pickleball
Date: Friday, December 16, 2022 7:09:19 AM

Next packet

Steve Wilson
Executive Director
Wilmette Park District
www.wilmettepark.org
847-256-9617

-------- Original message --------
From: Barton VanderBurg <BVanderBurg@msn.com>
Date: 12/15/22 10:35 PM (GMT-06:00)
To: Steve Wilson <swilson@wilpark.org>
Subject: [External] Pickleball

Steve - I understand Wilmette is finally considering construction of pickleball courts in Community Park. This will be a great addition to our community as I and many other Wilmette residents that I play with currently have to travel to Niles, Deerfield, Glencoe and Glenview in order to play. I'm addition to being less convenient. I also oftentimes run errands in combination with where I play, so would love for it to be more convenient to keep more of my business within the Wilmette Community.

Bart VanderBurg

Get Outlook for Android

From: Kara Kosloskus
To: Michelle Parson; Steve Wilson
Subject: Fwd: [External] Re: West Park Beer Game Ordinance Violation
Date: Tuesday, January 3, 2023 11:17:40 PM

For the board packet. Thanks.

_____
Kara Kosloskus
Park Board Commissioner
Wilmette Park District
kkosloskus@wilpark.org

Begin forwarded message:

From: Patrick O'Gara <ogarap@yahoo.com>
Date: January 3, 2023 at 11:30:35 PM EST
To: Steve Wilson <swilson@wilpark.org>
Cc: Michael Braiman <braimanm@wilmette.com>, Senta Plunkett <plunketts@wilmette.com>, Gina Kennedy <kennedyg@wilmette.com>, Paul Hahn <paulyh813@gmail.com>, publiccomment@wilmette.com, doddk@wilmette.com, Peter Barrow <barrowp@wilmette.com>, sullivand@wilmette.com, gjajak@wilmette.com, sheperdj@wilmette.com, Jeff Stein <steinj@wilmette.com>, John Adler <adlerj@wilmette.com>, Kara Kosloskus <kkosloskus@wilpark.org>
Subject: [External] Re: West Park Beer Game Ordinance Violation

FOR INCLUSION IN NEXT PARK DISTRICT AND VILLAGE PACKETS THANK YOU

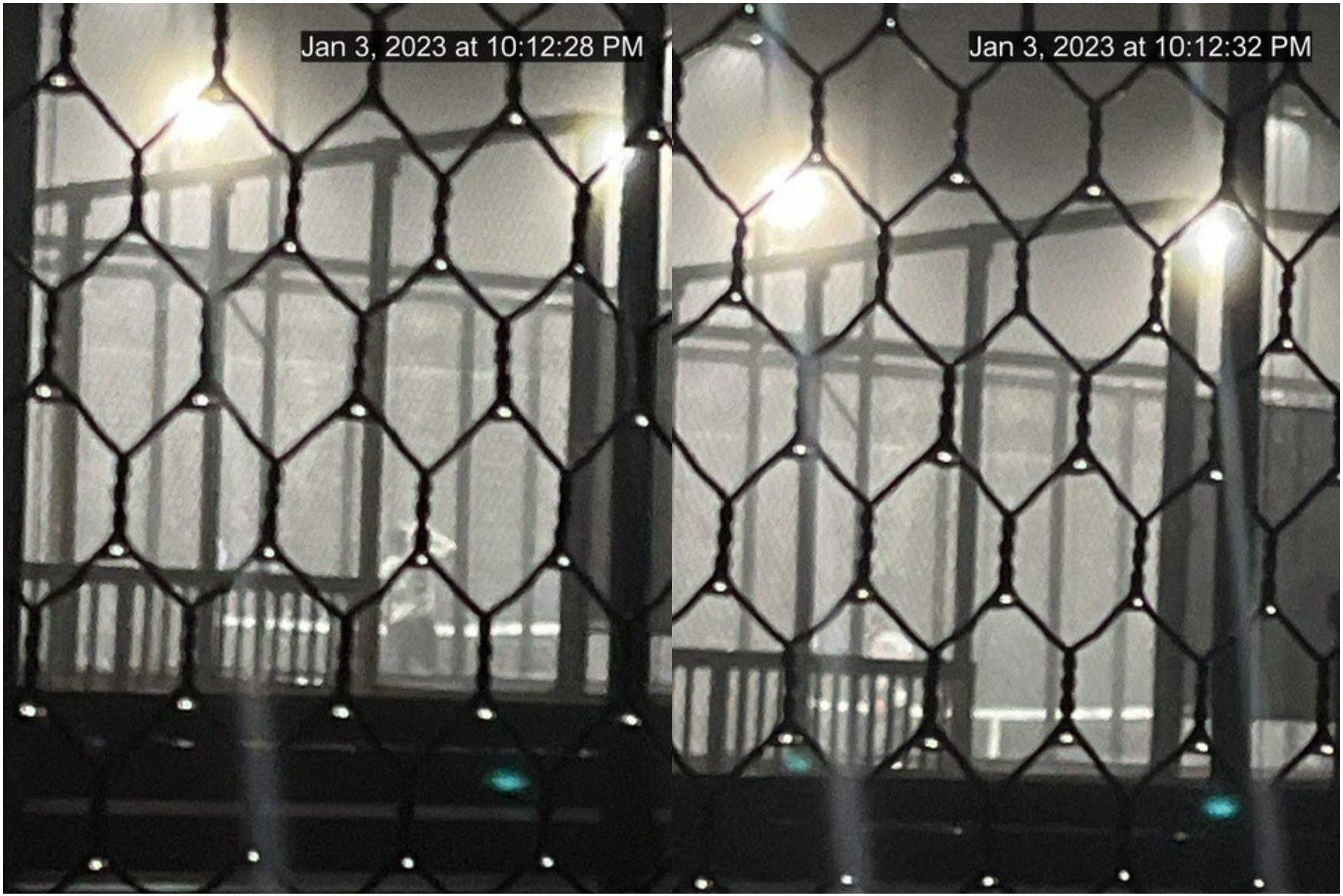
New year. Same illegality. Same discrimination. Same corruption.

No league play tonight, hence we can assume the players breaking village law as I type this are members of the Platform Tennis Club. Why do they not think twice about breaking Village law? Perhaps it has something to do with a Park District administration that hasn't even publicly acknowledged the Village's November 15 letter? Will it finally be included in the next packet?

It fits with all the unconscionable things done to promote this facility and culture over the past ten years. This includes the engineering of an improper (though unanimous of course) December 2021 Board vote on a $3 million project involving nearly total destruction of the little remaining neighborhood park space left without any direct neighborhood outreach or input up to that point.

Nobody does all this out of passion for paddle or even recreational expansion alone. Nobody goes along with it without a reason.

End the discrimination. Enforce the law. Give us our park and our peaceful enjoyment back. Give us our Park District back.


Jan 3, 2023 at 10:12:28 PM
Jan 3, 2023 at 10:12:32 PM

Sincerely,
Patrick O'Gara

> On Dec 19, 2022, at 10:21 PM, Patrick O'Gara <ogarap@yahoo.com> wrote:
>
> Good evening,
>
> Tonight the yourcourts reservation website reflected that ladies league play would take place on only two courts and the other four courts would close at 10 consistent with not having league play. As a result these timestamped pictures of four men playing on one of those other courts demonstrates yet another violation. Soon this conversation is going to change into one of closing this facility and restoring that neighborhood park space back to this neighborhood as it existed for over half a century. As a reminder, no other Wilmette park has experienced anywhere near the loss of neighborhood park space to recreational space as West Park, and this most diverse census tract in Wilmette had the lowest amount of park space to start with. Shall we start that conversation now?
>
> Please include this message in both Park District and Village meeting packets.
>
> <image0.jpeg>
> <image2.jpeg>
>
>
> Thank you.
>
> Patrick
>
>> On Nov 9, 2022, at 10:25 PM, Patrick O'Gara <ogarap@yahoo.com> wrote:
>>
>> Hello again,
>>
>> Another week, another violation of Wilmette law about which I can't get a substantive response from either Park District or Village. The time stamp says 10:05 but the game—which certainly does not appear to be a highly competitive second league match based upon the scores, play and obscenity laden dialogue I'm hearing—is still going on as I press send. As I stand here I observed a police car with lights ablaze going after a car on Lake Avenue, presumably for speed and/or intoxication. But I can't get an a answer about this illegality taking place every week. Is it because I live west of the Edens and don't deserve an answer? Or that the answer is, my call to the police will be pointless?
>>
>> Something is very wrong here. Please ask yourself what role each of you is playing in it. Thank you.
>>
>> Patrick
>>
> <image0.jpeg>
>>
>>
>>>> On Nov 4, 2022, at 1:51 PM, Patrick O'Gara <ogarap@yahoo.com> wrote:
>>>
>>> Hello again,
>>>
>>> As I haven't heard anything substantive in response to this I will continue to update.
>>>
>>> Below are pictures from last night, two courts with play going on past 10. Assuming that the teams comply with the league rules of a 6:30 pm start of the two rounds of league matches (with any failure to start past 7 a default for the night), the second match will only extend past 10 in very rare instances of highly competitive and evenly matched teams resulting in long points and tie-breakers. Again, this is rare, and probably explains why the submitted and approved closing

time in 2017 was 10 pm despite the fact that league play had been going on for four years at that point.
>>>
>>> The 10-11 hour is really for beer games and facility attactiveness for visiting teams, who would also not receive the emails about league play hours at this facility or pay close attention to the last lines of the signs around the hut. Would they? The only solutions here are staffing the hut to ensure compliance by both home and visiting players or withdrawing the permission for 11 pm. Otherwise, the ordinance is a joke. Which will it be?
>>>
> <image1.jpeg>
>>>
>>>
>>>
>>> Thank you and have a nice weekend.
>>>
>>> Patrick
>>>
>>>>> On Nov 1, 2022, at 10:48 PM, Patrick O'Gara <ogarap@yahoo.com> wrote:
>>>>
>>>> Hi Steve,
>>>>
>>>> I'm currently observing a two person beer game on the southeast court at 10:35, which by definition can't be a league match. The league matches for the night on that court ended awhile ago and the court was empty shortly after 10 when I first came over. See attached picture. There was also a beer game on the northeast court that finished at 10:30. I knew it was a beer game because I heard the score being called at 10. And there is still a beer game going on right now on one of the southwest courts.
>>>>
>>>> Clearly signs and emails aren't working . Question for you and the village—should I start calling the police when this happens, which is almost every league play night? And to the village—will the police take action, or refuse to because it's a resident calling and not the park district itself? Do we need to explore other legal options?
>>>>
>>>> Alternatively, Steve, will the park district staff the facility on league nights as you said was an option in your written answers to the village trustees in April? The staff person could create a record of the start and end times for the league matches and ensure that no beer games go on past 10. Isn't that a reasonable idea?
>>>>
>>>> It sure would have been nice for the residents, village staff and village board to have been told about beer games in April. Or for those who knew about this practice on the village side to share it when they heard and read the misrepresentations made about league play.
>>>>
>>>> What are we going to do about it now?
>>>>
>>>> Patrick
>>>>
> <IMG_6932.JPG>
>>>
>>>>
>>>>

From: Cecilia Clarke
To: Sheridan Lichtor
Cc: Steve Wilson; Michelle Parson
Subject: Re: [External] Project Parks and Play Input - Centennial Family Aquatic Center
Date: Tuesday, January 3, 2023 12:54:05 PM

Dear Sheridan,

Thank you for your email and for your thoughts. I am sure that Steve Wilson will forward your email and comments to the Barrydunn consultants.

Cecilia Clarke

From: Sheridan Lichtor <sheridanlichtor@gmail.com>
Sent: Monday, January 2, 2023 11:14 AM
To: Mike Murdock <mmurdock@wilpark.org>; Kara Kosloskus <kkosloskus@wilpark.org>; Lindsay Anderson <landerson@wilpark.org>; Cecilia Clarke <cclarke@wilpark.org>; Patrick Duffy <pduffy@wilpark.org>; Allison Frazier <afrazier@wilpark.org>; Julia Goebel <jgoebel@wilpark.org>
Subject: [External] Project Parks and Play Input - Centennial Family Aquatic Center

Hello Park Board,

I hope you are all well, and happy New Year! My name is Sheridan Lichtor and I previously wrote to you all a few months ago with an inquiry regarding Centennial Family Aquatic Center. I am a proud resident of Wilmette and wanted to share input for the Project Parks and Play initiative with the Village.

I would love to see an **extended operating season at Centennial**. The facility is a fantastic place for swimming and is also a special place for community convening. The 50-meter outdoor lap pool in particular is also a unique asset of Wilmette's Park District that few other communities (public or private) in the Chicagoland area possess. There are many members of the Wilmette and neighboring communities that would be very interested in using the pool beyond the facility's recent operating season (end of May through early October). I personally believe that **the facility could have a season of at least seven months, and many pools in the Chicagoland area already do this.**

I understand that maintenance and winterization are key factors that play into the current operating season. **I would love to see Project Parks and Play – as well as the broader Comprehensive Plan for the Park District – take a focus around addressing some of the challenges related to maintenance to allow an extended operating season at the facility.**

Thank you for this great work you do to enrich the community, and please just let me know if there is anything I can do to help advance the conversation around the pool season.

Best,
Sheridan

From:	Sarah Black
To:	Cecilia Clarke; Patrick Duffy; Allison Frazier; Julia Goebel; Kara Kosloskus; Todd Shissler; Steve Wilson; Kristi Solberg; Emily Guynn; Mike Murdock
Subject:	[external] opposition to Howard Park Dog park
Date:	Monday, May 3, 2021 11:25:05 AM

Hello all -
Thank you so much to your service and welcome to the new members!

I'd like to express opposition to the proposal for a dog park at Howard Park. My main 2 concerns are:
1. Car parking/traffic - Kids bike to Highcrest and WJHS through the alley behind Spenser across 17th and from north of lake, down 17th and I'm very concerned about diagonal parking on the street and cars pulling out as kids cross for school, sports practice on the field, and Friday night softball.

2. Noise (many of us work from home) and there is nothing more annoying than trying to work with barking dogs in the background.

In addition, the area of the park you are considering will take away the accessibility for us to use that area of the park as we have been for many years.

Please consider utilizing the feedback and your efforts to work on pushing West Park through. That will allow for an east dog park (Gilson) and west park. There is no need for dog, noise, and parking pollution in the middle of our little neighborhood.

Thanks,
Sarah

S a r a h M . B l a c k

833

sarahmblack@gmail.com | 312.533.1082

www.linkedin.com/in/sarah-m-black

From: Steve Wilson
To: Michelle Parson
Subject: FW: [External] Kind Requests
Date: Friday, January 6, 2023 2:48:29 PM
Attachments: West Park Conditions Ltr- 11-15-22.pdf
Pickleball Zoning Analysis- 10-20-22.docx.pdf

Include with attachments.

Steve Wilson
Executive Director
Wilmette Park District
www.wilmettepark.org
847-256-9617

-----Original Message-----
From: Patrick O'Gara <ogarap@yahoo.com>
Sent: Thursday, December 15, 2022 9:49 AM
To: Andrew S. Paine <apaine@tresslerllp.com>
Cc: Steve Wilson <swilson@wilpark.org>; Kara Kosloskus <kkosloskus@wilpark.org>; Cecilia Clarke <cclarke@wilpark.org>; Julia Goebel <jgoebel@wilpark.org>
Subject: [External] Kind Requests

FOR WILMETTE PARK DISTRICT PACKET INCLUSION, THANK YOU

Andrew,

You have been helpful in the past with issues of Mike Murdock's attempted censorship of my speech, specifically when he threatened me in writing against using words related the illegal operation of the Platform Tennis Club facility in West Park. Thank you again.

Can I trust that you will ensure the two attached letters from the Village of Wilmette to the Park District and this email will be included in the next Park District meeting packet?

In addition, as a FOIA request to the Park District, I would like to request a copy of the August 21, 2022 Committee of the Whole meeting audio tape please. If I need to do anything further to make that request, please advise.

I was surprised not to hear from Park District staff or you after what Mike Murdock did to me between the Special Board and COW meetings that night and the subsequent emails you were copied on including my request for police presence at Park District meetings (which was not honored). I addressed what I experienced when Mike Murdock approached me between the meeting in the public comment I made at the start of the COW meeting, which was reported in a local news outlet based upon a review of the tape. Then what appears to be the perpetrator's version of what occurred and my public comment was included in the approved minutes. This has been difficult for me.

Was my request for police presence based on what I experienced with Mike Murdock shared with all commissioners before they voted on those minutes? Should I forward the emails on that topic now?

Are commissioners allowed to do what Mike Murdock did between the meetings that night?

Is there any procedure in place related to issues of commissioner misconduct toward residents?

Would the Park District like to discuss these matters with me?

Thank you.

Patrick

November 15, 2022

Steve Wilson
Executive Director
Wilmette Park District

Dear Steve,

The following is intended to outline the status of the various outstanding conditions of approval for the paddle court expansion at West Park and the Village's expectations moving forward.

Lighting

The lighting condition requires that the existing and proposed paddle tennis court lighting be shielded to reasonably contain light to the Courts and restrict spillage of light to any area outside of the Courts. The shielding is also expected to reasonably reduce glare of the Lights that can be seen from the neighboring residential properties. This work was to be completed no later than August 30, 2022, or as otherwise extended by the Director of Community Development.

The Park District caused to have light shields installed on all but one Light before the August 30th deadline. The installed shields are three sided, effectively preventing light spillage from the sides and rear of the Light fixtures. The front of each fixture is not shielded, which is as recommended by the Park District's paddle court contractor to ensure appropriate lighting for the courts. Further shielding of the fixtures, particularly those which face north that are visible to homes on the west side of Laramie Avenue must be considered. If further shielding cannot be accomplished on the existing luminaires, the Village requests that the Park District investigates replacing the luminaires and shields to those found at the Prairie Club in Glenview, which have proven to better contain light spillage outside the court of play. The Village requests a report from the Park District as to how the shielding will be improved by January 31, 2023 with improvements fully completed no later than the start of League play in 2023. Recognizing that the installation of new light fixtures would be an unfunded condition, the Village will be reasonable and flexible regarding these timelines so long as progress is demonstrated to remedy the matter.

Another condition related to lighting is the requirement that the Lights be retrofitted with a system that will automatically turn off the Lights for each individual court within a reasonable period of time (30 minutes maximum) after activity on an individual court has ceased. While the Village finds this condition having been met, it is our understanding that the system previously malfunctioned and the Park District had been working to remedy the matter. An update on the status of this condition is requested.

Hours of Operation

The approval for the Lights to remain on until 11:00 p.m. in the Special Use Ordinance was based upon the facts presented at the time of application, which in this matter was a 7:00 p.m. start time for League matches and that matches may occasionally require four hours to complete. It is the Village's understanding that the start time for League matches has changed to 6:30 p.m. and accordingly, the Village is asking the Park District to agree to shut off the Lights at 10:30 p.m. during League play. This action is requested to take effect immediately and for the Lights to shut off at 10:30 p.m. each and every night of League play so long as matches begin at 6:30 p.m. The 10:30 p.m. end time would be consistent with the original Special Use approval for the construction of paddle tennis courts which was granted in 2013.

As you are aware, the Village has received complaints that non-League play is occurring past 10:00 p.m. which is not permitted by the Special Use approval. While the above requested action will reduce such improper activity, it will not eliminate it entirely. Accordingly, the Village is requesting the following be completed by December 15, 2023:

- Signage to be installed at the entrance to every court indicating that non-League play is not permitted after 10:00 p.m.
- More frequent email communications to all Wilmette League members, particularly following receipt of complaints of potential violations, reminding them that non-League play is not permitted after 10:00 p.m.

If violations of the Special Use approval persist following the installation of additional signage and more regular communication, the Village will consider additional mitigations up to and including staffing of the facility to prevent such unauthorized activity. Given the ongoing expense of staffing the facility as well as the potential challenge in recruiting candidates for such a position, staffing of the facility, while a potential mitigation, is not the preferred remedy.

Landscaping

The landscaping condition requires the installation of landscaping adjacent to and around the Courts with the intent that such landscaping will provide a buffer between the Courts and the neighboring residential properties. The landscaping installed and maintained is intended to reasonably contain light to the Courts and restrict spillage of light to any area outside of the Courts. Furthermore, the landscaping shall also be placed with the intention to reduce the glare of the Lights that can be seen from the neighboring residential properties. This

work was to be completed no later than August 30, 2022, or as otherwise extended by the Director.

The Village authorized an extension to the deadline as the Park District at the Village's request provided revised landscaping plans with a timeline of bidding, contract approval, and installation. The requested information was provided by the Park District on September 9, 2022. Subsequently, the parties agreed that the plantings should not take place until Spring 2023. Given the recent sharing (October 5) of a revised landscape plan to both the neighbors and Village, we request that the Park District submit an updated timeline for bidding, contract approval, and installation.

While the proposed landscape plan appears to be a reasonable response to the landscaping condition placed on approval, the Village remains interested in knowing what, if any, landscaping should be installed to the north of the northern most courts. The Village looks forward to revisiting the landscaping condition after the landscaping is installed and possible modifications to the luminaires/shielding is complete.

Noise

The noise condition requires the Park District to have a new noise study conducted during peak hours of League Play. Such study must be completed no later than December 31, 2022. If additional mitigations are required, they must be implemented or installed prior to April 1, 2023, or as otherwise extended by the Director of Community Development.

The Village requests that the Park District engage by the end of November one of the following firms to conduct the study during the month of December:

- Carnow & Conibear
- Shiner Acoustics
- ABD Engineering
- Soundscape Engineering

Prior to conducting the study, the Park District should provide the Village with the date and time as well as the planned scope of work. If the study indicates that the noise level generated from the Courts (absent the ambient noise) exceeds the Village's standards, the Director of Community Development may require additional mitigations to help reduce the noise generation from the Courts.

Parking/Traffic Study

The parking/traffic study condition requires that a new parking and traffic study conducted during peak hours of League Play during a time of the year that other park uses are not impacted by weather conditions. The study shall be completed no later than December 31, 2022, or as otherwise extended by the Director. Any mitigations that may be required shall be implemented or installed prior to April 1, 2023, or as otherwise extended by the Director.

The Village requests that the Park District engage by the end of November one of the following firms to conduct the study during the month of December:

- Alfred Benesch & Company
- Hampton Lenzini and Renwick, Inc.
- Kimley-Horn and Associates, Inc.
- Civiltech Engineering, Inc.
- Baxter & Woodman Consulting Engineers

Staff will work with the Park District and selected consultant to determine the appropriate times for the parking/traffic data to be collected. The parking study should take into account the available parking spaces on West Park Drive which are located within the Village of Glenview, but not controlled by the Village of Wilmette or Wilmette Park District, to determine the necessity of constructing additional parking spaces as originally proposed by the Park District. The Park District may want to discuss with the Village of Glenview an Intergovernmental Agreement codifying the Park District's use of those parking spaces.

Additional Activity at West Park

As discussed and agreed upon by the parties at a meeting between Village and Park District staff on October 10, 2022, any additional decking at West Park (for example: installation of decking over the water transmission main to connect Paddle Courts #1 and #2 to the existing decking) will require an expansion of the Special Use. Other additions, such as outdoor firepits as previously contemplated by the Park District will also require an expansion of the Special Use.

Conclusion

We appreciate the Park District's willingness to work cooperative with the Village to address these matters. Recognizing that some of the above modifications may require unplanned expenditures, the timelines for compliance may be revisited depending on the necessary improvements and associated costs.

Thank you,

Michael Braiman
Village Manager

THE VILLAGE OF
Wilmette
EST. 1872

1200 WILMETTE AVENUE
WILMETTE, ILLINOIS 60091-0040

OFFICE OF
THE MANAGER

PHONE (847) 251-2700
FAX (847) 853-7700
TDD (847) 853-7634

October 20, 2022

Steve Wilson
Executive Director
Wilmette Park District

Dear Steve,

This letter is intended to provide clarity to the Park District and community at large regarding the Village's zoning controls related to the Wilmette Park District's consideration and desire to install outdoor pickleball courts.

As the Park District initiated its community engagement process to determine appropriate locations for outdoor pickleball courts, you requested a meeting with Village staff to ensure an understanding of the zoning requirements related to this initiative.

On October 10, 2022, staff members and attorneys for the Village and Park District met to discuss zoning controls related to pickleball. This letter will document that discussion in order to clearly set expectations as to what types of activity will trigger a Special Use to be applied for and what may be done under the Park District's own authority.

Importantly, the Village does not have, nor desires to have, any operational or administrative control over the Wilmette Park District. The Park District's elected officials and professional staff have the expertise and responsibility to determine the recreational needs of the community and the facilities which best meet those needs. The various controls that the Village does have includes, but is not limited to, zoning controls, building construction regulations, and certain licensing controls (such as liquor licensing).

As background, the Village and the Park District had a past dispute over zoning controls of the Village over the Park District that ultimately culminated in an Illinois Supreme Court case opinion that was issued in 1985. While that opinion upheld the Village's rights of zoning controls over the Park District, it also directed the Village that it must act reasonably.

Following resolution of the Supreme Court case, as what is presumably intended to address future matters involving zoning controls over the Park District, the Village continued to require that all parks in the Village be special uses, but also created "special rules applicable to units of local government" to help guide the parties.

In the Village Code, the Village Board expressly stated:

> This section contains special rules and standards that apply to uses owned or operated by Units of Local Government. Because these units of local government, as publicly elected bodies, represent the Village as a whole, it can be presumed that their activities by and large operate to promote the public health, safety, and welfare. This unique characteristic of units of local government, as well as the nature of the uses they own and operate, merits the application of special rules and standards to govern their land use activities. (Sec. 30-5.16 of the Wilmette Village Code).

Furthermore, the Village Code specifically allows the Park District to resurface its courts or rearrange recreational equipment. (Sec. 30-5.16 of the Wilmette Village Code).

Accordingly, and applicable to the specific question asked by the Park District of converting existing tennis courts to be used for pickleball, the Village does not require the Park District to seek zoning relief for such conversions as outlined below. As such, the Park District may, without any approval from the Village:

- Resurface, restripe, or rearrange its existing courts to play pickleball, paddleball, tennis, or the like;
- Increase the number of courts, without an increase or an expansion of the footprint of the existing courts, to allow for a new sport to be played on an existing court;
- Install new equipment or infrastructure on existing courts that would not otherwise require a variation.

The Village does require zoning relief in the instances where the Park District is seeking to:

- Expand the existing footprint of an existing facility or establish a new facility at a location; or
- Increase the number or sizes of the buildings at a location; or
- Make any other expansion in the physical facilities at the location.

In summary, reuse of existing tennis courts for pickleball courts does not require an expansion of an existing Special Use whereas construction of new courts for pickleball, or expanding the footprint of existing courts, requires a Special Use. This general summary applies to all Park District facilities other than West Park because of the conditions imposed in the approved zoning ordinance for the expansion of West Park. Those conditions, as they are specific to the impacts of West Park's expansion, will determine how pickleball activity is viewed at West Park from a zoning perspective.

Finally, it is important to note that while there may not be the need to seek additional zoning relief for certain activities, the construction and use of those activities must still adhere to other provisions of the Village Code.

Thank you,

Michael Braiman
Village Manager

From: Kara Kosloskus
To: Steve Wilson; Michelle Parson
Subject: Fwd: [External] Indoor Pickleball
Date: Friday, December 23, 2022 4:57:30 PM

Pls include in the next meeting packet.

Begin forwarded message:

> **From:** joel epstein <joelk.epstein@gmail.com>
> **Date:** December 23, 2022 at 10:43:00 AM CST
> **To:** Steve Wilson <swilson@wilpark.org>, Mike Murdock <mmurdock@wilpark.org>, Kara Kosloskus <kkosloskus@wilpark.org>, Allison Frazier <afrazier@wilpark.org>, Patrick Duffy <pduffy@wilpark.org>, Cecilia Clarke <cclarke@wilpark.org>, Julia Goebel <jgoebel@wilpark.org>, Lindsay Anderson <landerson@wilpark.org>
> **Subject: [External] Indoor Pickleball**
>
> Wilmette Park District Officials:
>
> When growing up on LaCrosse Av. and attending Avoca schools I played in a Wilmette Park District basketball league at Avoca schools. When I was in high school I refereed Wilmette Park District basketball league games basketball games at Wilmette Jr. High.
>
> Currently, I play Pickleball in Evanston (we rent the gym) $10 per person), Skokie (play in a league $200 + and play drop in $8 per session) and in two locations in Northbrook (league $365 drop in $8).
>
> I understand the Park District has indoor tennis courts that could be converted on demand and a small gym at the CRC. There are also numerous school gyms in town. They are lined and have nets where Pickleball is being taught. I presented this idea in mid November and am curious to hear if any outreach has occurred and if so, the response from the schools.
>
> I understand the discussion of outdoor courts has been pushed back until next month. From my understanding the village would need to know the Park District's recommendation for outdoor court placement by February so that we can have courts built and ready for the summer. Any further delays after the rejection of the West Park plan which has put us behind by a year would not please Village taxpayers who are wondering why the continued difficulty in fulfilling their desire for Pickleball courts. The Park District offers Pickleball classes and yet has no place for its residents to play. I hope you all see the absurdity here and work to remedy this so that we are playing year round in 2023. I think we have viable solutions in town and know the outdoor courts will be topnotch when built.
>
> BTW - Deerfield is building courts, Glenview has added 6 more courts and Skokie is building more outdoor courts as well.

Sincerely,
Joel

Joel Epstein
Wilmette Pickleball Association
248.884.4743

Michelle Parson

From: Kara Kosloskus
Sent: Monday, January 9, 2023 9:14 AM
To: Michelle Parson; Steve Wilson
Subject: Fwd: [External] Re: Indoor Pickleball

Follow Up Flag: Follow up
Flag Status: Flagged

Begin forwarded message:

> **From:** joel epstein <joelk.epstein@gmail.com>
> **Date:** December 23, 2022 at 3:31:09 PM CST
> **To:** Steve Wilson <swilson@wilpark.org>, Mike Murdock <mmurdock@wilpark.org>, Kara Kosloskus <kkosloskus@wilpark.org>, Allison Frazier <afrazier@wilpark.org>, Patrick Duffy <pduffy@wilpark.org>, Cecilia Clarke <cclarke@wilpark.org>, Julia Goebel <jgoebel@wilpark.org>, Lindsay Anderson <landerson@wilpark.org>
> **Subject: [External] Re: Indoor Pickleball**
>
> Perhaps, this information will prove useful:
>
> Here's a comparison of Northbrook and Wilmette
>
> Northbrook population: 34,587 media income: $143,506
> Wilmette population: 27,587 media income: 173,967
>
> Northbrook dedicated outdoor Pickleball Court locations:

Stonegate Park

Crestwood Park

Wood Oaks Green Park

Williamsburg Square Park

Wilmette

0

Northbrook Pickleball offerings

Winter & Spring Pickleball Leagues, Classes, Boot Camps & Tournaments

Pickleball Boot Camps

Winter

Ken Hermann New Year's Pickleball Boot Camp – Adult | 19828 | Thu | Starts Dec 29 | 6:00 PM | Ages 18+

Ken Hermann New Year's Pickleball Boot Camp – Adult | 19829 | Sat | Starts Dec 31 | 9:00 AM | Ages 18+

Spring

Pickleball Boot Camp – Adult | 19893 | Fri | Starts May 19 | 1:00 PM | Ages 18+

Pickleball Boot Camp – Adult | 19894 | Fri | Starts May 19 | 3:00 PM | Ages 18+

Pickleball Boot Camp – Adult | 19895 | Sat | Starts Jun 3 | 1:00 PM | Ages 18+

Pickleball Boot Camp – Adult | 19896 | Sat | Starts Jun 3 | 3:00 PM | Ages 18+

One Day Tournaments (Only one Participant needs to register for your team)

Winter

Mixed Doubles Pickleball Tournament Intermediate (3.0-3.5) – Adult | 19833 | Sat | Dec 17 | 9:00 AM | Ages 18+

Mixed Doubles Pickleball Tournament Advanced (4.0+) – Adult | 19832 | Sat | Starts | Dec 17 | 1:30 PM | Ages 18+

Spring

Mixed Doubles Pickleball Tournament Intermediate (3.0-3.5) – Adult | 19886 | Sat | Mar 18 | 9:00 AM | Ages 18+

Mixed Doubles Pickleball Tournament Advanced (4.0+) – Adult | 19885 | Sat | Mar 18 | 1:30 PM | Ages 18+

Winter Leagues

Individual Registration

Co-Ed Winter League 60+ – Adult | 19834 | Mon | Starts Jan 9 | 11:00 AM | Ages 60+

Co-Ed Winter League Intermediate – Adult | 19838 | Mon | Starts Jan 9 | 6:00 PM | Ages 18+

Co-Ed Winter League Intermediate – Adult | 19840 | Mon | Starts Jan 9 | 7:30 PM | Ages 18+

Co-Ed Winter League 60+ – Adult | 20576 | Tue | Starts Jan 10 | 11:00 AM | Ages 60+

Co-Ed Winter League Intermediate – Adult | 19837 | Tue | Starts Jan 10 | 6:30 PM | Ages 18+

Co-Ed Winter League Advanced – Adult | 19836 | Tue | Starts Jan 10 | 8:00 PM | Ages 18+

Co-Ed Winter League Intermediate – Adult | 19839 | Thu | Starts Jan 12 | 11:00 AM | Ages 18+

Spring Leagues

Individual Registration

Co-Ed Spring League 60+ – Adult | 20577 | Mon | Starts Apr 3 | 11:00 AM | Ages 60+

Co-Ed Spring League Intermediate – Adult | 19889 | Mon | Starts Apr 3 | 6:00 PM | Ages 18+

Co-Ed Spring League Intermediate – Adult | 19890 | Mon | Starts Apr 3 | 7:30 PM | Ages 18+

Co-Ed Spring League 60+ – Adult | 19887 | Tue | Starts Apr 4 | 11:00 AM | Ages 60+

Co-Ed Spring League Intermediate – Adult | 19891 | Tue | Starts Apr 4 | 6:30 PM | Ages 18+

Co-Ed Spring League Advanced – Adult | 19888 | Tue | Starts Apr 4 | 8:00 PM | Ages 18+

Co-Ed Spring League Intermediate – Adult | 19892 | Thu | Starts Apr 13 | 11:00 AM | Ages 18+

Winter & Spring Classes

Beginner

Winter

Skills Clinic Beginner – Adult | 19846 | Sun | Starts Jan 8 | 10:00 AM | Ages 18+

Skills Clinic Beginner – Adult | 19847 | Sun | Starts Feb 19 | 10:00 AM | Ages 18+

Skills Clinic Beginner – Adult | 19845 | Thu | Starts Jan 12 | 6:00 PM | Ages 18+

Skills Clinic Beginner – Adult | 19848 | Thu | Starts Feb 16 | 6:00 PM | Ages 18+

Spring

Pickleball Skills Clinic Beginner – Adult | 19897 | Sun | Starts Apr 16 | 10:00 AM | Ages 18+

Pickleball Skills Clinic Beginner – Adult | 19898 | Thu | Starts Apr 13 | 6:00 PM | Ages 18+

Beginner to Advanced Beginner 60+

Winter

Skills Clinic Beginner/Advanced Beginner 60+ – Adult | 19850 | Fri | Starts Jan 13 | 9:00 AM | Ages 60+

Skills Clinic Beginner/Advanced Beginner 60+ – Adult | 19849 | Fri | Starts Feb 17 | 9:00 AM | Ages 60+

Pickleball Skills Clinic Beginner Ages 60+ – Adult | 20574 | Tue | Starts Jan 10 | 12:30 PM | Ages 60+

Pickleball Skills Clinic Beginner Ages 60+ – Adult | 20573 | Tue | Starts Feb 14 | 12:30 PM | Ages 60+

Spring

Pickleball Skills Clinic Beginner/Advanced Beginner – Adult | 19900 | Fri | Starts Apr 14 | 9:00 AM | Ages 60+

Pickleball Skills Clinic Beginner 60+ – Adult | 20575 | Tue | Starts Apr 11 | 12:30 PM | Ages 60+

Women's Beginner/Advanced Beginner

Winter

Pickleball Skills Clinic Women's Beginner/Advanced Beginner – Adult | 20566 | Sun | Starts Jan 8 | 12:30 PM | Ages 18+

Pickleball Skills Clinic Women's Beginner/Advanced Beginner – Adult | 20567 | Sun | Starts Feb 19 | 12:30 PM | Ages 18+

Spring

Pickleball Skills Clinic Women's Beginner/Advanced Beginner – Adult | 20568 | Sun | Starts Apr 16 | 12:30 PM | Ages 18+

Men's Advanced Beginner/Intermediate

Winter

Pickleball Skills Clinic Men's Advanced Beginner/Intermediate – Adult | 20569 | Sun | Starts Jan 8 | 1:30 PM | Ages 18+

Pickleball Skills Clinic Men's Advanced Beginner/Intermediate – Adult | 20570 | Sun | Starts Feb 19 | 1:30 PM | Ages 18+

Spring

Pickleball Skills Clinic Men's Advanced Beginner/Intermediate – Adult | 20571 | Sun | Starts Apr 16 | 1:30 PM | Ages 18+

Advanced Beginner/Low Intermediate

Winter

Skills Clinic Advanced Beginner/Low Intermediate – Adult | 19854 | Sun | Starts Jan 8 | 9:00 AM | Ages 18+

Skills Clinic Advanced Beginner/Low Intermediate – Adult | 19855 | Sun | Starts Feb 19| 9:00 AM | Ages 18+

Skills Clinic Advanced Beginner/Low Intermediate – Adult | 19853 | Thu | Starts Jan 12 | 7:00 PM | Ages 18+

Skills Clinic Advanced Beginner/Low Intermediate – Adult | 19856 | Thu | Starts Feb 16 | 7:00 PM | Ages 18+

Spring

Pickleball Skills Clinic Advanced Beginner/Low Intermediate – Adult | 19902 | Sun | Starts Apr 16 | 9:00 AM | Ages 18+

Pickleball Skills Clinic Advanced Beginner/Low Intermediate – Adult | 19903 | Thu | Starts Apr 13 | 7:00 PM | Ages 18+

Advanced Beginner/Intermediate

Winter

Pickleball Skills Clinic Advanced Beginner/Intermediate – Adult | 20563 | Fri | Starts Jan 13 | 11:00 AM | Ages 18+

Pickleball Skills Clinic Advanced Beginner/Intermediate – Adult | 20564 | Fri | Starts Feb 17 | 11:00 AM | Ages 18+

Spring

Pickleball Skills Clinic Advanced Beginner/Intermediate – Adult | 20565 | Fri | Starts Apr 14 | 11:00 AM | Ages 18+

Intermediate

Winter

Skills Clinic Intermediate – Adult | 19852 | Fri | Starts Jan 13 | 10:00 AM | Ages 18+

Skills Clinic Intermediate – Adult | 19851 | Fri | Starts Feb 17 | 10:00 AM | Ages 18+

Spring

Pickleball Skills Clinic Intermediate – Adult | 19901 | Fri | Starts Apr 14 | 10:00 AM | Ages 18+

Advanced

Winter

Skills Clinic Advanced – Adult | 19841 | Sun | Starts Jan 8 | 11:00 AM | Ages 18+

Skills Clinic Advanced – Adult | 19842 | Sun | Starts Feb 19 | 11:00 AM | Ages 18+

Spring

Pickleball Skills Clinic High Intermediate/Advanced – Adult | 19899 | Sun | Starts Apr 16 | 11:00 AM | Ages 18+

Open Pickleball Information

The new Techny Prairie Activity Center has four indoor pickleball courts lined in the gym for open gym, private lessons, classes, leagues, and more!

Members (No Charge) and non-members (Resident $6/Non-resident $8)

One-hour 30-minute time slots are available throughout the day for Pickleball open gym. The pickleball open gym schedule can be found below, offerings are subject to change.

https://www.nbfitness.org/gymnasium-open-gym/

PRIVATE PICKLEBALL LESSONS

Call 847-291-2993 or email cedelman@nbparks.org to schedule one-hour lessons at Techny Prairie Activity Center.

Private Pickleball Lesson

$80 per hour (1 Participant)

Semi-Private Pickleball Lesson

$85 per hour (2 participants)

$90 per hour (3 participants)

$95 per hour (4 participants)

Stonegate Rental Information

To guarantee the availability of an outdoor court, we recommend you rent a court. The fee is $12/hour per court for residents and $19/hour per court for non-residents.

If a court is not being used for programming or rentals, courts are available to the public on a first-come, first-served basis.

Private instructors must be issued a permit before conducting lessons.

On Fri, Dec 23, 2022 at 10:42 AM joel epstein <joelk.epstein@gmail.com> wrote:

> Wilmette Park District Officials:
>
> When growing up on LaCrosse Av. and attending Avoca schools I played in a Wilmette Park District basketball league at Avoca schools. When I was in high school I refereed Wilmette Park District basketball league games basketball games at Wilmette Jr. High.

Currently, I play Pickleball in Evanston (we rent the gym) $10 per person), Skokie (play in a league $200 + and play drop in $8 per session) and in two locations in Northbrook (league $365 drop in $8).

I understand the Park District has indoor tennis courts that could be converted on demand and a small gym at the CRC. There are also numerous school gyms in town. They are lined and have nets where Pickleball is being taught. I presented this idea in mid November and am curious to hear if any outreach has occurred and if so, the response from the schools.

I understand the discussion of outdoor courts has been pushed back until next month. From my understanding the village would need to know the Park District's recommendation for outdoor court placement by February so that we can have courts built and ready for the summer. Any further delays after the rejection of the West Park plan which has put us behind by a year would not please Village taxpayers who are wondering why the continued difficulty in fulfilling their desire for Pickleball courts. The Park District offers Pickleball classes and yet has no place for its residents to play. I hope you all see the absurdity here and work to remedy this so that we are playing year round in 2023. I think we have viable solutions in town and know the outdoor courts will be topnotch when built.

BTW - Deerfield is building courts, Glenview has added 6 more courts and Skokie is building more outdoor courts as well.

Sincerely,
Joel

Joel Epstein
Wilmette Pickleball Association
248.884.4743

From: ceciliaclarke@comcast.net
To: Michelle Parson
Subject: [External] FW: Trees
Date: Monday, January 2, 2023 2:08:18 PM

Could you include it in the next packet.

Cecilia

From: ceciliaclarke@comcast.net <ceciliaclarke@comcast.net>
Sent: Monday, December 12, 2022 2:35 PM
To: 'piper rothschild' <rotwood@comcast.net>
Cc: 'Steve Wilson' <swilson@wilpark.org>
Subject: RE: Trees

Dear Piper,

Thank you for your email and your comments. I hear your frustration. I assure you, the Park District is committed to tree planting. But there are several considerations that need to be kept in mind to make sure that any trees planted will thrive and enrich the community.

First and most basic, we are entering the winter months so no tree planting will be possible until late March, at the earliest. In that time, the Park District landscapers and horticulturists will have time to determine which are the right trees to plant in the right locations. Planting trees willy nilly is just as bad if not worse than not planting trees at all. The Park District can't plant burr oaks in areas that are prone to flooding, for example, nor should it plant them where they will be shaded by other trees.

Another consideration is the fact that the Midwest is a savannah, not a forest. I have been volunteering with Karen Glennemeier at Harms Woods to remove invasive buckthorn and other trees that are choking out native oaks. Even trees such as maples and hickory will be removed if they are growing too close to an oak tree. The goal is to open up the understory so that wildflowers and other native plants can flourish and support wildlife. Planting trees is not beneficial if doing so will be to the detriment of other native plants and animals.

As you know, the Park District has embarked on a strategic plan, Project Parks and Play. To accomplish that plan, it is important to hear from residents. If you haven't, I urge you to visit the website and let the consultants know your thoughts at https://berrydunn.mysocialpinpoint.com/wilmetteparkdistrict.

Cecilia

From: piper rothschild <rotwood@comcast.net>
Sent: Monday, December 12, 2022 8:14 AM

To: Mike Murdock <mmurdock@wilpark.org>
Cc: Lindsay Anderson <landerson@wilpark.org>; cecilia M. Clarke <ceciliaclarke@comcast.net>; Patrick Duffy <pduffy@wilpark.org>; Allison Frazier <afrazier@wilpark.org>; Julia Goebel <jgoebel@wilpark.org>; Kara Kosloskus <kkosloskus@wilpark.org>; Steve Wilson <swilson@wilpark.org>
Subject: Re: Trees

(Please include this email exchange in the packet for the December 12th Board meeting. Thank you.)

Mike:
Thank you for responding to the email that I sent to Commissioner Anderson on December 2 about her comments on trees at a Committee of the Whole meeting. I had hoped that she would respond.
In your email, you ask residents to be patient regarding trees in our parks. We have been more than patient. It is time for the Board to stop making excuses and to plant more trees. The time for the Board to act is now.
I don't see a genuine Board commitment to trees. $25,000 for trees is a paltry pittance in a $35 million budget. That is just 50 trees to be spread over 17 parks. The Board readily finds funds for a myriad of new items, scarcely questioning their need, cost, or return on investment. Some recent examples are: the large portable stage, replacement beach chairs, a drinking fountain 100 steps from an existing fountain, bathrooms at the sailing beach that sailors do not want, and an expanded deck for paddle tennis. Why can't the Board prioritize trees and passive use of our parks, particularly since a broader, larger group of residents use and enjoy our parks this way? The Board should seriously consider adjusting its priorities to better serve these many residents and park users.
Staff is not to blame. As you note, the Board sets the policy and staff implements it. But staff can only work with what the Board gives them, and the Board has not given them sufficient resources to plant and maintain trees. As you know, the maintenance staff has been drastically reduced and is stretched thin. They do not have the time to plant or properly care for trees. Without more staff or more money to hire others, staff cannot plant even the scant number of trees the Board hoped to plant in 2022. How do you expect them to do this in 2023 or future years if the Board fails to provide sufficient resources to get the trees planted and cared for?
Wilmette parks have lost huge numbers of trees in the last few decades. The Board's $25,000 (for 50 trees) does not come close to replacing this loss, much less add to the existing tree canopy. As you are aware, very few trees have been planted in our parks in recent years. A generation of trees has been lost. As a result, Wilmette cannot take advantage of the significantly larger community benefits that older, more mature trees would have offered had the Park District been planting trees consistently. This must stop. Not only should the Board replace the trees we have lost, but it should also continue to add trees to the existing canopy.
Over and over again, many residents have asked the Board to protect and add more trees and for Wilmette parks to remain natural, not places where the Board can build more. Yet, the Board repeatedly pushes more building and more development. This upsets many residents. They don't understand why the Board wants buildings, amenities, and concrete in our parks. Since 2014, this has happened in Langdon, Gillson, Community Playfield, Thornwood, Hibbard, Langdon again, Gillson again, and West Park. The Board continually disappoints residents with its focus on building and developing and its failure to prioritize trees and natural areas.
Other residents and I have made suggestions, including the following, regarding trees in our parks.

GoGreen Wilmette has made some of the same suggestions.

1) Establish a robust, substantial tree planting program funded annually using Park District funds. Trees need not be planted individually but can also be planted in groves for greater benefit and to provide habitat. Even our smaller parks, such as Shorewood, have enough land for multiple trees to be planted together.

2) Consider an Urban Forest Management Plan to better assess current tree inventory, preserve and protect existing trees, set forth goals and policies for future tree planting and care, and provide funding for existing and new trees. This Plan should include protection and planting of at-risk and keystone species, such as oaks and other native trees. Grants and funding to develop such plans are available through the Chicago Region Tree Initiative.

3) Make protection, preserving, and planting of trees a priority and consideration when setting policy and making operational, financial, and annual budget decisions. Treat trees as valuable green infrastructure offering significant, low-cost benefits to the entire community.

4) Reinvigorate the memorial and honorary tree program. Residents are eager to plant trees and like this program. It is an easy way to assure more trees are planted beyond what the Board should be funding.

5) Add nature programming for kids, adults, and families to recreation offerings—classes, camps, and special events. Add events that celebrate trees and parks, such as Oaktober. Other park districts and community groups have found great success and enthusiasm for such programming.

6) Implement a master landscaping plan for Gillson that respects its history and abundant opportunities to improve its natural areas and add majestic trees. This was a primary recommendation of the 2014 Lakefront Commission. The Board has continually stalled this, redirecting its priorities away from resident wishes.

7) Adopt the alternative path proposal for Gillson, which Bike Walk Wilmette supports, and make it even more attractive by lining it on both sides with trees.

I am glad to discuss any of these suggestions with you or staff.

The Board has the opportunity and the obligation to rectify the significant tree loss and neglect that our parks have suffered in recent years. To be sure, the Board can only do so if it is willing to make a serious commitment to protect and plant more trees. $25,000 is a mere pittance in a budget of $35 million. And it is an empty promise without sufficient resources to plant and care for trees long-term. Wilmette residents and park users deserve much more.

Piper

On Dec 8, 2022, at 8:04 AM, Mike Murdock <mmurdock@wilpark.org> wrote:

Piper- I heard you expressed some concern about our priorities as reflected in the capital budget.

I can understand how it may appear that we don't sufficiently prioritize preservation and expansion of natural resources, and perhaps we don't, but I think we have made some progress over the past couple of years.

During the meeting, perhaps you heard me request that these capital funds should be spent on trees rather than planting beds, but there was some push back from the staff.

The staff believes that any new tree requires significant care over several years to ensure its survival. I'm not an arborist, so I need to trust the expertise of those who are. But we did earmark capital funds last year (I first proposed this and the rest of the board supported it) and again this year so dollars wouldn't be the hold-up. We also hired additional staff in the parks department, including a new horticulturalist position.

When the staff didn't plan to start tree plantings until the fall, I worked behind the scenes to get some trees in the ground in the spring. Not enough. But something.

My point is not that I did something or Lindsay did something else; it is that this board has a greater commitment to preservation and expansion of natural resources than past boards.

Could we do better? Of course we can and I think we will. We set policy and the staff implements. When we see some reluctance, we often work behind the scenes rather than putting folks on the spot in a public meeting.

If you have specific suggestions, I would like to hear them. We are expecting more detailed information from the staff this year concerning our stewardship of natural resources, so I hope to have something to share with the public sometime in the first quarter. Thanks for your continued advocacy.

Mike

Sent from my iPhone

From: ceciliaclarke@comcast.net
To: Michelle Parson
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Date: Monday, January 2, 2023 2:09:14 PM

This should also be included in the next packet too.

-C

From: piper rothschild <rotwood@comcast.net>
Sent: Monday, December 12, 2022 4:54 PM
To: cecilia M. Clarke <ceciliaclarke@comcast.net>
Cc: Steve Wilson <swilson@wilpark.org>
Subject: Re: Trees

Hi Cecilia:

Thank you for your email. I am glad to hear that you are working in Harms Woods to help trees thrive there.

My email to Mike did not suggest that trees be planted improperly or at the wrong time. I know that the first rule of tree planting is right tree, right place.

My point was to ask the Board to make a more serious financial commitment, much larger than the $25,000 allotted, to planting more trees throughout our parks. And that sufficient resources are funded to actually get trees in the ground and properly maintained.

See you tonight.

Piper

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Mike

Sent from my iPhone

DIRECTOR'S REPORT

January 2023

PUBLIC HEARING: BUDGET AND APPROPRIATIONS ORDINANCE

Prior to the Park Board meeting being called to order on Monday night, there will be a hearing for the 2023 Budget & Appropriations Ordinance.

On Wednesday, December 7, 2022 the Committee of the Whole met again to participate in the Fiscal Year 2023 Budget Workshop.

The Fiscal Year 2023 budget totals approximately $28.1 million in total operating revenue and other proceeds, while operating expenditures and other expenses are approximately $22.0 million. A resulting surplus from operations of $6.1 million is budgeted. Reducing the operating surplus are Capital Expenditures of $13.3 million and Debt Service of $1.5 million, resulting in a bottom line deficit of $8.7 million. This deficit is representative of the district catching up on deferred capital.

Attached is the Budget and Appropriations Ordinance which has been available to the public at our Administrative Office since early December. It is required by law to conduct a public hearing prior to adoption of the ordinance. Upon completion of the hearing, the Board may adopt the Ordinance during the course of the regular monthly meeting. A memo from Superintendent Foy about the ordinance is attached to this report and the agenda item can be found under New Business.

PICKLEBALL LOCATION ANALYSIS

At the October Committee of the Whole meeting, the Committee last discussed potential locations for dedicated outdoor pickleball courts. Since then, the staff have reviewed all locations with the criteria provided by the Committee and have written the attached memo with recommendations for which locations to remove from consideration, along with the locations that could be considered further. I will walk the board through the memo at the meeting and answer any questions when the agenda item is called for during the meeting.

LANGDON BEACH REVETMENT AND ACCESS OPTIONS

Similar to pickleball locations, the last time this topic was discussed was at the October Committee of the Whole meeting. Similarly, the Committee tasked staff with reviewing the options the Committee did not eliminate along with making a material recommendation for use in creating an access path. Please see the attached memo regarding this topic and staff will again walk the board through the memo at the time the agenda item is called.

SOLAR PANEL AGREEMENT

Per the direction of the board, you will find the drafted agreement between the District and Verde Energy. As was discussed prior, this is a Power Purchase Agreement with no upfront cost to the District, which will convert about 48% of the electrical consumption of the Community Recreation Center to solar generated power, and contains buyout options if the District chooses to become the outright owners of the solar panels somewhere in the future. This agreement has been reviewed by legal counsel and on the agenda for your consideration.

EMERGENCY SPENDING RESOLUTION

As the board is aware, the District has experienced significant supply chain issues when it comes to many things, but vehicles in particular. We ordered an electric van via the State of Illinois purchasing cooperative early in 2022, and had the order cancelled as the provider could not fulfill the order. We then made another order through a national purchasing cooperative mid-year, and as of December, the order had not progressed into production. Then, in December, a van the same as we have been trying to order became available via Currie Motors, for $2,000 less than the outstanding order. I contacted legal counsel to see if the District had any options and was informed that many Districts in Illinois were making vehicle purchases via Emergency Resolutions as the ability to get vehicles to ensure the District can perform needed duties had become an emergency. Therefore, the District has made the purchase and the resolution comes before you for your vote.

Attachments:

1) Ordinance 2023-O-1: Budget & Appropriations
2) Pickleball Locations Memo
3) Langdon Revetment and Access Memo
4) Verde Energy Agreement
5) Resolution 2023-R-1: Emergency Spending
6) Parks and Planning Department Report
7) Recreation/Facilities Department Report
8) General Administration Operations Report

WILMETTE PARK DISTRICT
ORDINANCE 2023-O-1

AN ORDINANCE MAKING A COMBINED ANNUAL BUDGET AND APPROPRIATION OF FUNDS FOR THE WILMETTE PARK DISTRICT, COOK COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING ON THE 1ST DAY OF JANUARY, 2023 AND ENDING ON THE 31ST DAY OF DECEMBER, 2023

WILMETTE PARK DISTRICT
ORDINANCE NO. 2023-O-1

AN ORDINANCE MAKING A COMBINED ANNUAL BUDGET AND APPROPRIATION OF FUNDS FOR WILMETTE PARK DISTRICT, COOK COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING ON THE 1ST DAY OF JANUARY, 2023 AND ENDING ON THE 31ST DAY OF DECEMBER, 2023

WHEREAS, the Board of Park Commissioners of the Wilmette Park District has caused to be prepared in tentative form a combined annual budget and appropriation ordinance and the Secretary of the Board has made same conveniently available for public inspection for at least thirty (30) days prior to final action thereon; and

WHEREAS, a public hearing was held at 7:30 p.m. at the regular monthly meeting place of the Wilmette Park District on the 9th day of January, 2023, notice of said hearing having been given by publication at least one (1) week prior thereto as required by law and all other legal requirements having been complied with.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF PARK COMMISSIONERS OF THE WILMETTE PARK DISTRICT, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: The amounts herein set forth, or so much thereof as may be authorized by law and as may be needed are hereby budgeted and appropriated for the following purposes of the Wilmette Park District, Cook County, Illinois to defray all necessary expenses and liabilities of said Park District, as specified in Section 2 for the fiscal year beginning on January 1, 2023, and ending on December 31, 2023.

SECTION 2: The budgeted and appropriated for each object or purpose as follows:

	Budget	Appropriation
I. The amount Budgeted and Appropriated for Corporate Purposes:		
Salaries and Wages	$3,100,268	$3,565,308
Employee Benefits	652,367	750,222
Contract Services	780,634	897,729
Utilities	180,781	207,899
Supplies	238,705	274,511
Repairs	112,400	129,260
Other Operating Expenditures	-	-
Total amount Budgeted for Corporate Fund	$5,065,156	
Total amount Appropriated for Corporate Fund		$5,824,929
II. The amount Budgeted and Appropriated for Recreation Purposes:		
Salaries and Wages	$8,708,714	$10,015,021
Employee Benefits	782,956	900,399
Contract Services	2,801,926	3,222,215
Utilities	874,635	1,005,830
Supplies	1,096,781	1,261,298
Repairs	277,061	318,620
Other Operating Expenditures	-	-
Total amount Budgeted for Recreation Fund	$14,542,072	
Total amount Appropriated for Recreation Fund		$16,723,382
III. The amount Budgeted and Appropriated for Insurance Purposes Pursuant to Section 9-107 of the Local Governmental and Governmental Employees Tort Immunity Act:		
Intergovernmental Pool Insurance Premium	$299,608	$344,549
Risk Management Expenditures	93,653	107,701
Total amount Budgeted for the Liability Insurance Fund		
Total amount Appropriated for the Liability Insurance Fund	$393,261	
		$452,250
IV. The amount Budgeted and Appropriated for Pension Purposes: Social Security		
Cost of Participation in the Federal Social Security Insurance Program	$820,000	$943,000
Total amount Budgeted for Social Security Fund	$820,000	
Total amount Appropriated for Social Security Fund		$943,000

V. The amount Budgeted and Appropriated for Pension Purposes: Illinois Municipal Retirement Fund		
IMRF Employer Contribution	**$600,000**	**$690,000**
Total amount Budgeted for IMRF Fund	**$600,000**	
Total amount Appropriated for IMRF Fund		**$690,000**
VI. The amount Budgeted and Appropriated for the Audit Fund:		
Auditing Expenditures	**$25,300**	**$29,095**
Total amount Budgeted for the Audit Fund	**$25,300**	
Total amount Appropriated for the Audit Fund		**$29,095**
VII. The amount Budgeted and Appropriated for the organization and maintenance of a Police System within the parks and playgrounds:		
Salaries and Wages	**$0**	**$0**
Contract Services	**8,000**	**9,200**
Total amount Budgeted for the Security Fund	**$8,000**	
Total amount Appropriated for the Security Fund		**$9,200**
VIII. The amount Budgeted and Appropriated for District's Share of Expenses of Joint Recreational Programs for the Handicapped (Special Recreation):		
Special Recreation Programs for the Disabled (NSSRA Contribution)	**$307,551**	**$353,684**
Special Recreation Companions for the Disabled (NSSRA Companion Fees)	**213,308**	**245,304**
Contract Services	**2,000**	**2,300**
NSSRA Authorized - Accessibility for the Disabled (Facility and Program Accessibility Costs)	**107,000**	**123,050**
Total amount Budgeted for Special Recreation Fund	**$629,859**	
Total amount Appropriated for Special Recreation Fund		**$724,338**
IX. The amount Budgeted and Appropriated for the Capital Projects Fund:		
Park Repair and Improvements	**5,656,000**	**$7,070,000**
Facility Repair and Improvements	**4,559,950**	**5,699,938**
Equipment Replacement	**2,925,423**	**3,656,779**
Total amount Budgeted for the Capital Projects Fund	**$13,141,373**	
Total amount Appropriated for the Capital Projects Fund		**$16,426,716**

X. The amount Budgeted and Appropriated for the Bond and Interest Fund:

Bond Principal	$996,000	$1,145,400
Bond Interest	87,584	100,722
Debt Certificate Principal	315,000	362,250
Debt Certificate Interest	70,767	81,382
Issuance Costs	-	-
Total amount Budgeted for the Bond and Interest Fund	$1,469,351	
Total amount Appropriated for the Bond and Interest Fund		$1,689,754

Summary of Funds Budgeted and Appropriated:

I.	Corporate Fund	$5,065,156	$5,824,929
II.	Recreation Fund	14,542,072	16,723,382
III.	Liability Insurance Fund	393,261	452,250
IV.	Social Security Fund	820,000	943,000
V.	IMRF Fund	600,000	690,000
VI.	Audit Fund	25,300	29,095
VII.	Security Fund	8,000	9,200
VIII.	Special Recreation Fund	629,859	724,338
IX.	Capital Projects Fund	13,141,373	16,426,716
X.	Bond and Interest Fund	1,469,351	1,689,754
	Total Budgeted Funds for Fiscal Year 2023	$36,694,372	
	Total Appropriated Funds for Fiscal Year 2023		$43,512,664

Each of said sums of money and the aggregate thereof are deemed necessary by the Board of Commissioners of the WILMETTE PARK DISTRICT to defray the necessary expenses and liabilities of the aforesaid Park District during the fiscal year beginning the 1st day of January, 2023, and ending the 31st day of December, 2023, for the respective purposes set forth.

SECTION 3: All unexpended balances of the appropriation for the fiscal year ending the 31st day of December, 2022, and prior years to the extent not otherwise re-appropriated for other purposes herein are hereby specifically re-appropriated for the same general purposes for which they were originally made and may be expended in making up any insufficiency of any other items provided in this appropriation ordinance, pursuant to law. All receipts and revenue not specifically appropriated, and all unexpended balances from preceding fiscal years not required for the purpose for which they were appropriated and levied shall constitute the general fund and shall be placed to the credit of such fund.

SECTION 4: Pursuant to law the following determinations have been and are hereby made a part of aforesaid budget:

(a) Cash on hand and short term investments at the beginning of the fiscal year: ……..…….. $13,288,611

(b) Estimate of cash expected to be received during the fiscal year from all sources:.....$ 28,046,031

(c) Estimate of expenditures contemplated for the fiscal year:.....$ 36,694,372

(d) Estimated cash and short term investments expected to be on hand at the end of the fiscal year:…….. $ 4,640,270

SECTION 5: All ordinances or parts of ordinances conflicting with any of the provisions of this Ordinance be and the same are hereby modified or repealed. If any item or portion of this Ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining portion of such item or the remainder of this Ordinance.

SECTION 6: This Ordinance is not intended or required to be in support of or in relation to any tax levy made by the Park District during the fiscal year beginning the 1st day of January, 2023, and ending the 31st day of December, 2023, or any other fiscal year.

SECTION 7: This Ordinance shall be in full force and effect immediately upon its passage and approval according to law. A certified copy of this Ordinance shall be filed with the County Clerk of Cook County, Illinois, together with the certificate of the Chief Fiscal Officer of the Park District certifying revenues by source anticipated to be received by the Park District, within thirty (30) days after its passage and approval, as provided by law.

Adopted this 9th day of January, 2023 pursuant to roll call vote.

Roll Call Vote:

Ayes: **Nayes:**

Absent:

ATTEST:

_____	_____
Secretary	**President**
Wilmette Park District	**Wilmette Park District**
Wilmette, Illinois	**Wilmette, Illinois**

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, STEPHEN P. WILSON, DO HEREBY CERTIFY that I am the duly elected, qualified and acting Secretary of the Wilmette Park District and to the Board of Park Commissioners of the Wilmette Park District and that I have access to and am custodian of the official Minutes of the Meetings of the Board of Park Commissioners of the Wilmette Park District.

I DO FURTHER CERTIFY that the above and foregoing is a true and correct copy (duplicate) of a certain Ordinance entitled:

ORDINANCE NO. 2023-O-1

WILMETTE PARK DISTRICT

AN ORDINANCE MAKING A COMBINED ANNUAL BUDGET AND APPROPRIATION OF FUNDS FOR WILMETTE PARK DISTRICT, COOK COUNTY, ILLINOIS, FOR THE FISCAL YEAR BEGINNING ON THE 1ST DAY OF JANUARY, 2023, AND ENDING ON THE 31ST DAY OF DECEMBER, 2023

that the foregoing was passed by the Board of Park Commissioners of said Wilmette Park District on the 9th day of January, 2023, and was on the same day approved by the Secretary of the Wilmette Park District; that it was filed and recorded in the office of the Secretary of the Wilmette Park District of which the foregoing is a true copy (duplicate) and that the original of said Ordinance is now on file in the office of such Secretary.

GIVEN under my hand and seal of the Wilmette Park District this 9th day of January, 2023.

_____
SECRETARY
Wilmette Park District
Cook County, Illinois

(SEAL)

WILMETTE PARK DISTRICT
Cook County, Illinois

*** * ***

CERTIFICATE OF CHIEF FISCAL OFFICER AS TO ESTIMATE OF REVENUES BY SOURCE ANTICIPATED TO BE RECEIVED DURING FISCAL YEAR OF JANUARY 1, 2023 TO DECEMBER 31, 2023
SECTION 162 OF THE REVENUE ACT OF 1939

The undersigned, Sheila Foy, the Treasurer and Chief Fiscal Officer of the Wilmette Park District, does hereby certify the estimate of revenues by source anticipated to be received by the Wilmette Park District, Cook County, State of Illinois, in the fiscal year beginning the 1st day of January, 2023, and ending the 31st day of December, 2023, are as follows:

General real estate tax revenues	**$**	**6,942,362**
Personal property replacement tax revenue		**462,915**
Program user fees revenue		**17,161,180**
Rental revenue		**2,667,891**
Retail sales		**228,577**
Interest revenue		**335,000**
Miscellaneous revenue		**248,107**
TOTAL REVENUE	**$**	**28,046,031**

The above is certified this 9th day of January, 2023

TREASURER AND CHIEF FISCAL OFFICER
Wilmette Park District
Cook County, Illinois

The above certification was filed with the County Clerk of Cook County, Illinois
Karen A. Yarbrough
County Clerk of Cook County

Memorandum

Date: January 6, 2023

To: The Board of Park Commissioners

From: Steve Wilson, Executive Director
Kristi Solberg, Superintendent of Parks and Planning

Re: Pickle ball locations

The Board of Park Commissioners have heard repeated requests from members of the public for pickleball courts, both indoor and outdoor. The board has contemplated once before, and are examining again, where best to try and install outdoor dedicated pickleball courts. The prior review of all locations resulted in a proposal for the installation of 8 courts with lights at West Park. This proposal was not well received by the neighbors closest to the park, and in response to the feedback, the courts were not pursued ultimately.

In an effort to reboot the discussion to meet the recreational request from the community, the board has requested a similar review of all park locations, utilizing criteria developed at the October Committee of the Whole meeting. The criteria are as follows:

Primary Criteria:

1) Distance from homes
2) North/South orientation of courts
3) At least 2 courts together, 6+ total
4) Informed by the current tennis utilization and programming
5) Courts that will be dedicated/not shared with tennis for pickleball (for at least 2 courts)
6) Outdoors

Secondary Criteria:

1) Parking
2) 4 courts together in the same park, 6 total throughout the village
3) Not expanding the special use permits
4) Not altering the percentage of pavement of the park

Also at the October meeting, after reviewing a memo from Superintendent Solberg, the Committee agreed that the following nine parks should not be pursued due being either too small or the nature of the park:

- Bateman – Size, too small
- Lockerbie – Size, too small
- Keay – Nature of park
- Forest – Size, too small
- Earlywine – Size, too small
- Wheeler – Size, too small
- Shorewood – Size, too small
- Langdon – Size, too small
- Mallinckrodt – Nature of park

When examining the remaining park locations, in the order and configuration they are below per the memo for the October Committee meeting, staff first considered the primary criteria, followed by the secondary criteria. The following parks are not recommended by staff for further consideration with the most critical reason denoted below:

- Hibbard – Too close to residential properties (approx. 40') and would require sound attenuating materials
- Vattmann
    - 4 court option – Too close to residential properties (approx. 35') and would require sound attenuating materials
    - 6 court option – Too close to residential properties (approx. 35') and would require sound attenuating materials
- West – Too close to residential properties (approx. 65') and would require sound attenuating materials
- Maple
    - 4 court option – Too close to residential properties (approx. 75') and would require sound attenuating materials
    - 2 court option – Impact on remaining open space is significant due to overall size of park
    - 1 court option – Not enough courts together
- Howard – Too close to residential properties (approx. 40') and would require sound attenuating materials
- Community Playfields – Too close to residential properties (approx. 60') and would require sound attenuating materials

- Thornwood
    - Open space concept – Too close to residential properties (approx. 65') and would require sound attenuating materials
    - Existing courts concept – Utilization (lessons, programs and reservations. Does not include open play) of existing four tennis courts is over 60% which means a 50% reduction in capacity would be too impactful

If the board concurs that these options should be removed from further discussion, the remaining options from the original memo in October are Centennial and Gillson Parks. In addition to these options, during the October meeting, there was a suggestion by a member of the public and briefly discussed by the Committee, to consider converting existing tennis courts at Community Playfields to pickleball courts. This option has also been considered by staff. Below, I will outline staff's recommendations for each of the three options:

- Gillson Park – During the Project Parks and Play Open House on December 10, 2022, many pickleball players attended to voice their support for both indoor and outdoor pickleball courts. As I discussed locations, they voiced their concern with Gillson for two primary reasons. The first being the winds off of the lake making playing pickleball very difficult. The second reason is the difficulty of finding parking in the park during the nice weather seasons, and in particular, the summer on the weekends. If we combine this with concerns raised by a resident about open space that was echoed by multiple commissioners, all of these concerns are valid, and for that reason, staff is not recommending further consideration of Gillson as the two options below are both more suitable options.

- Centennial – The layout below is for four dedicated outdoor pickleball courts, oriented in a north/south configuration, and to be located north of the existing garden plots, and south of the existing prairie. These courts would be 260' away from the houses to the east, and even further away from the houses to the west and north. Therefore, all primary criteria is sufficiently met. When reviewing the secondary criteria, three of the four criteria are not met. Parking would be required to be added, an expansion of the Special Use Permit would need to be authorized by the Village, and both the courts and the parking would reduce existing open space. Staff feels that the open space at Centennial is greater than at Maple Park, where the two court option was recommended for elimination in future discussion, and therefore not as significant in the analysis of Centennial. Therefore, it is not a secondary criteria staff feels should remove Centennial from further consideration.

- Community – To convert the southern bank of three tennis courts into six dedicated outdoor pickleball courts, oriented north/south, would place these courts 120' away from the nearest residential property line to the northwest on a diagonal. Therefore, this option meets all of the primary criteria. When examining the secondary criteria, similar to Centennial, not all criteria are met as the conversion of the existing tennis courts would result in the need to add three tennis courts north of the existing northern set of three

courts. The reason being that Community is the only location in the park system that has six total courts. This is necessary to facilitate league play and some summer programming in the manner the community has become accustomed to. Therefore, the need for an expansion of the Special Use Permit would need to be authorized, and there would be a reduction in open space, along with the loss of two to three trees. Similar to Centennial, with the size of Community Playfields overall, the reduction in open space is not material enough to eliminate this location from consideration in staff's opinion.

In conclusion, it is staff's recommendation to focus further analysis and board discussion on Centennial and Community Playfields at the January Committee of the Whole meeting. This is with the hope of identifying a location for staff to move forward with by the February board meeting and to have dedicated outdoor pickleball courts available to the community at some point in 2023.

BEGIN VISUALS FROM OCTOBER 24, 2022 COMMITTEE OF THE WHOLE MEETING MEMO

Hibbard Park

Vattman Park-4 court option

Vattman Park-6 court option

West Park

East/West option

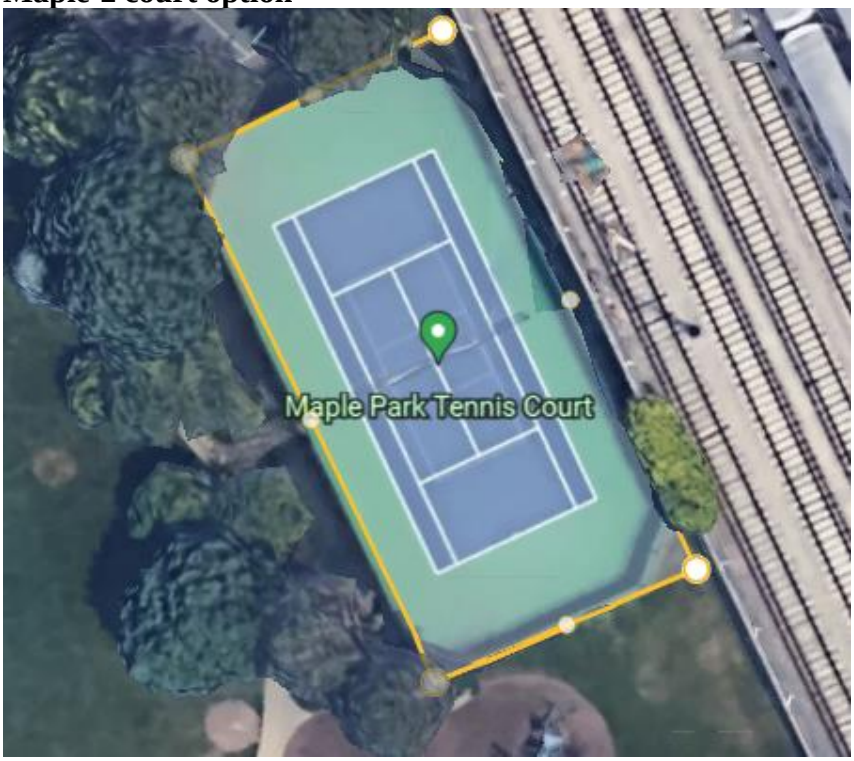
North/South option

Centennial

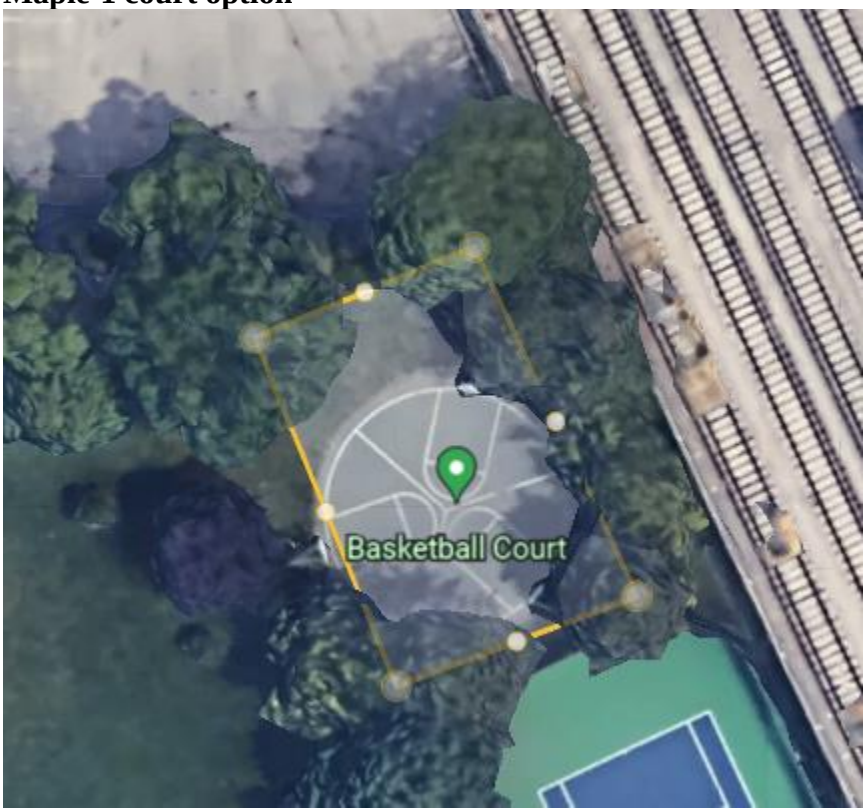
Gillson

Maple-4 court option

Maple-2 court option

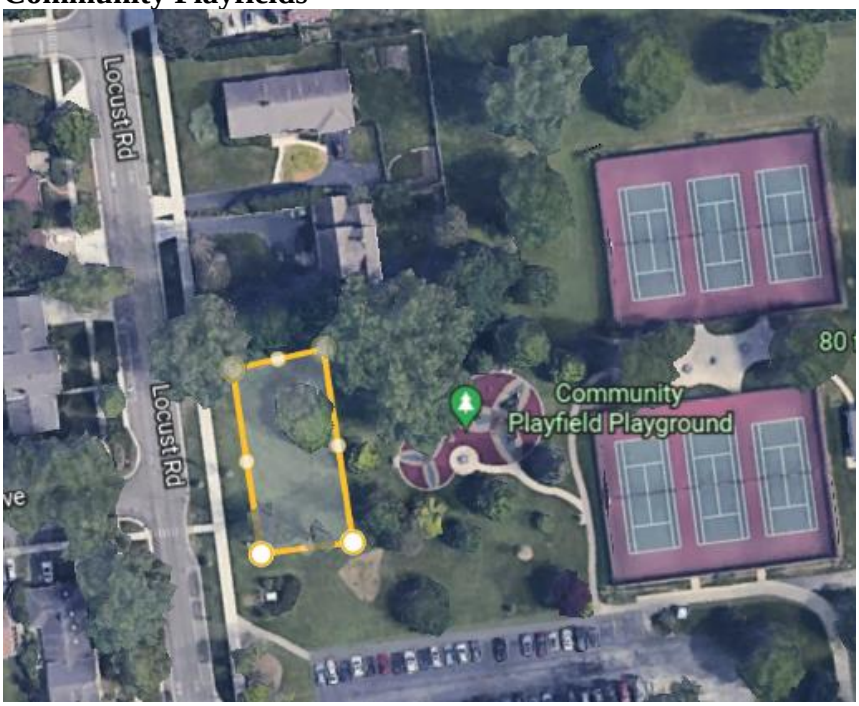


Maple-1 court option



Howard Park

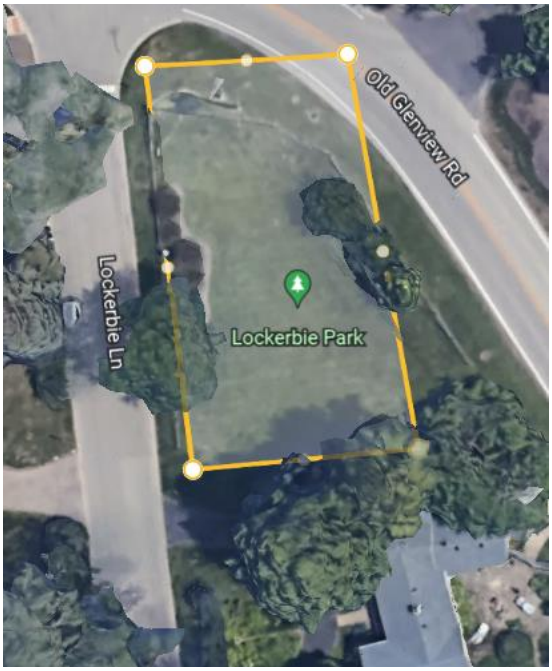
Community Playfields



Thornwood

Bateman Park

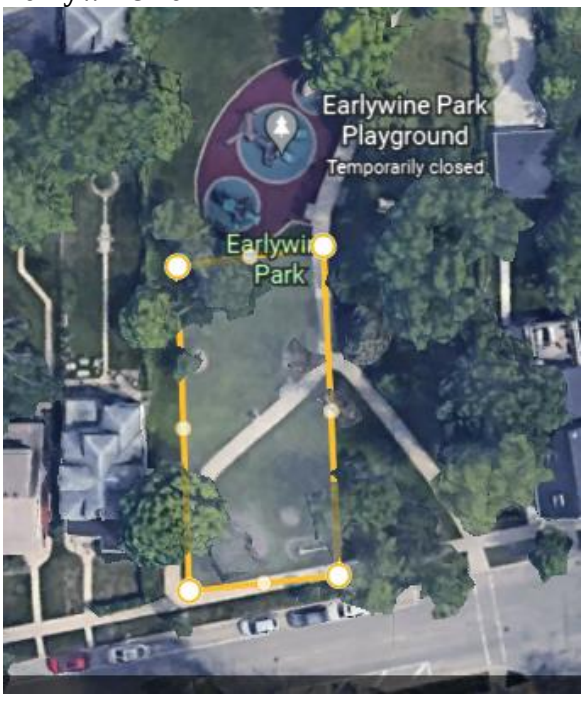
Lockerbie Park



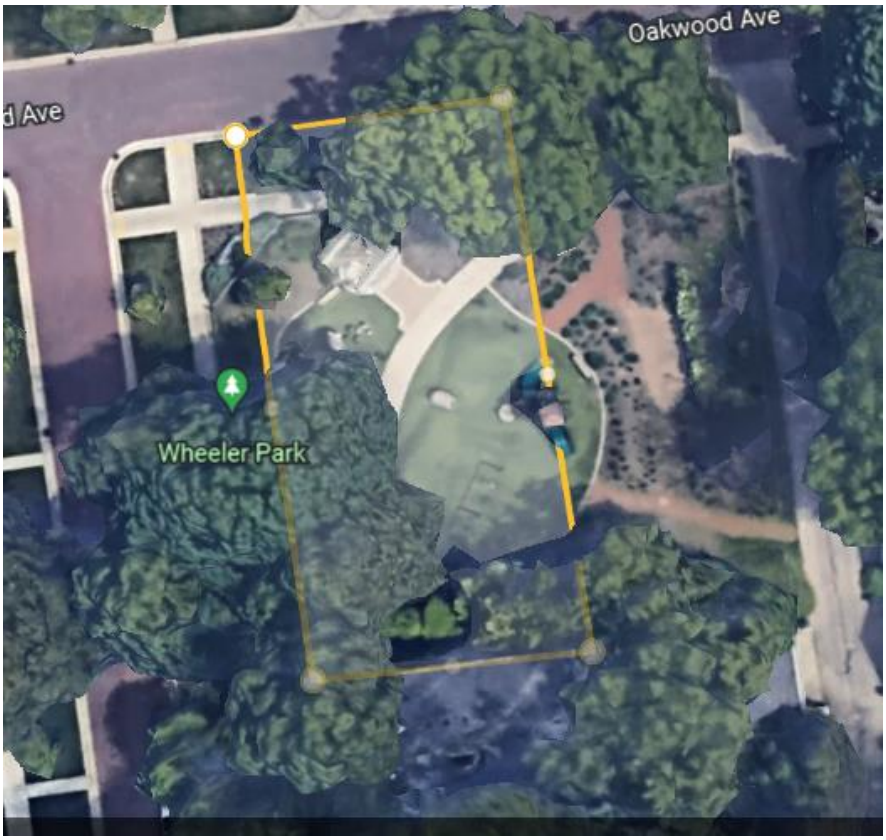
Keay Nature-not a suitable site

Forest Park

Earlywine Park



Wheeler Park



Shorewood Park

Langdon Park

Mallinckrodt Park (passive park)-Ordinance on Park requires this park to be passive.

Memorandum

Date: January 6, 2023

To: The Board of Park Commissioners

From: Steve Wilson, Executive Director

Re: Langdon Park Access

At the October Committee of the Whole meeting, SmithGroup presented options for the revetment and access work at Langdon Park/Beach. After the board discussed the information and asked questions of the consulting team, options B2, B4, B5 were the remaining options. Attached to this memo are the slides of these options.

At the end of the discussion, the Committee asked for staff to review the options and make a recommendation on the material to be used. The options that were discussed at the meeting was either a hard surface like concrete, or a softer surface such as some sort of stone, i.e. gravel. After discussions with SmithGroup and considering the slopes of the remaining options, staff is recommending a hard surface. The reason is that all the remaining options have about a 12% slope at their steepest grade. SmithGroup is advising that a grade in excess of 5% would result in material movement of a soft surface creating issues for those using the path, and therefore additional maintenance for the District's staff.

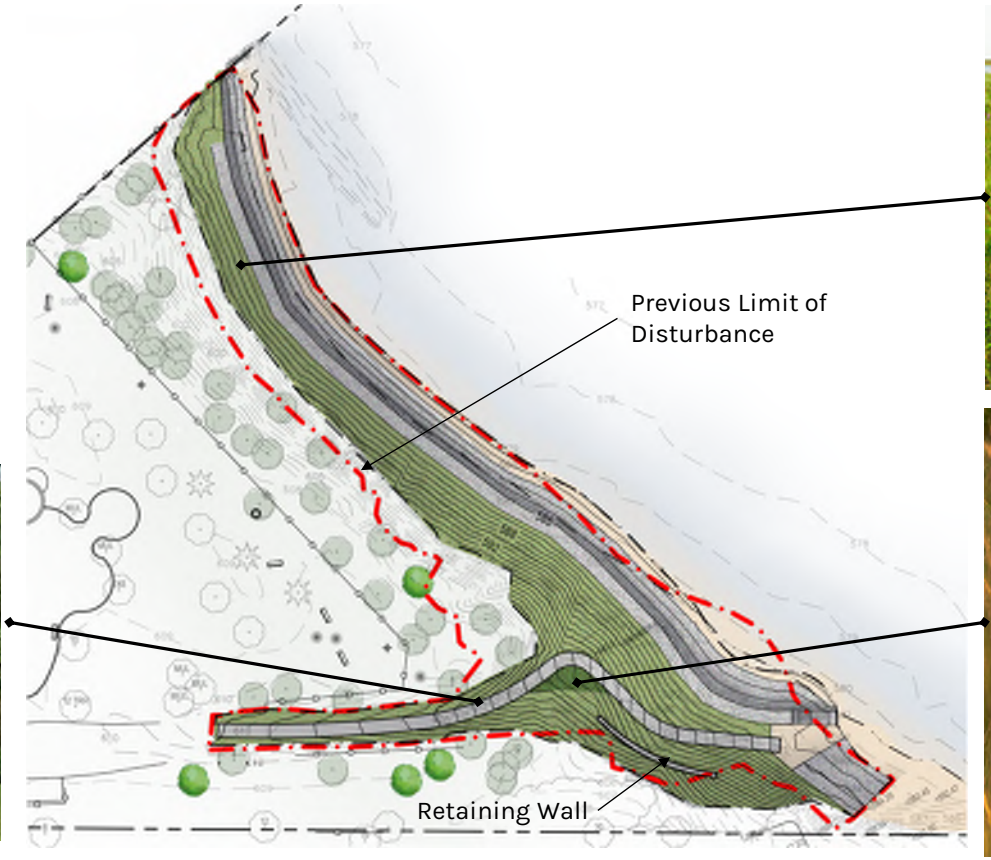
As a matter for a reference point, the slope of the path at Gillson that leads from Michigan Avenue to the center of the beach parking has a 10% slope. This is information that the commissioners have asked for in prior discussions. Therefore, Gillson is less sloped than the remaining options for Langdon, and still twice as sloped as recommended if using a soft surface.

As for the remaining options, staff prefer either B2 or B4 as both provide access for smaller vehicles and equipment to get to the beach level in the event the need arises.

SmithGroup will be at the meeting to help answer any questions, but will not be doing any formal presentation. If a decision is reached and direction is given on a final concept and material, they will finalize the plans, submit for permitting review again, and work towards construction beginning after Labor Day 2023.

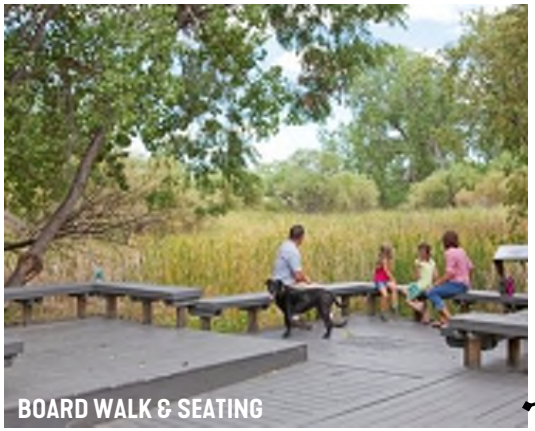
OCTOBER 2022: CONCEPT B2 PATH ONLY

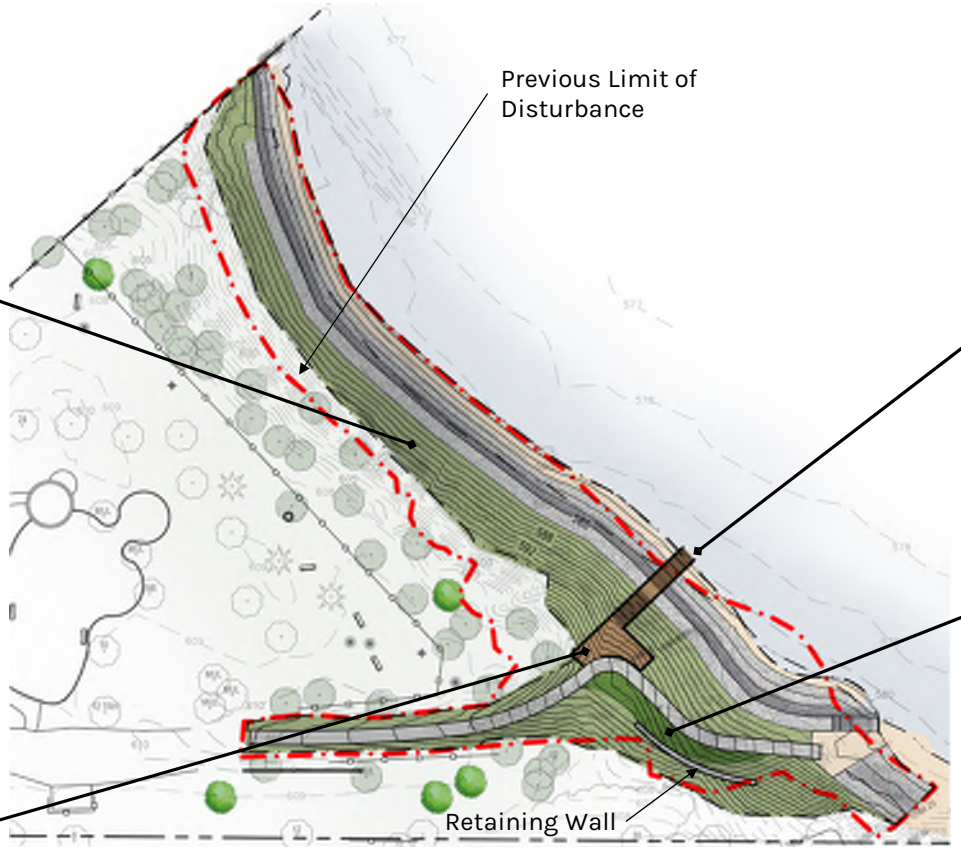
ALTERNATE 2: DIRECT – AVERAGE SLOPE 12%, STEEPEST SLOPE 12.5%



OCTOBER 2022: CONCEPT B4 PATH AND STAIRS

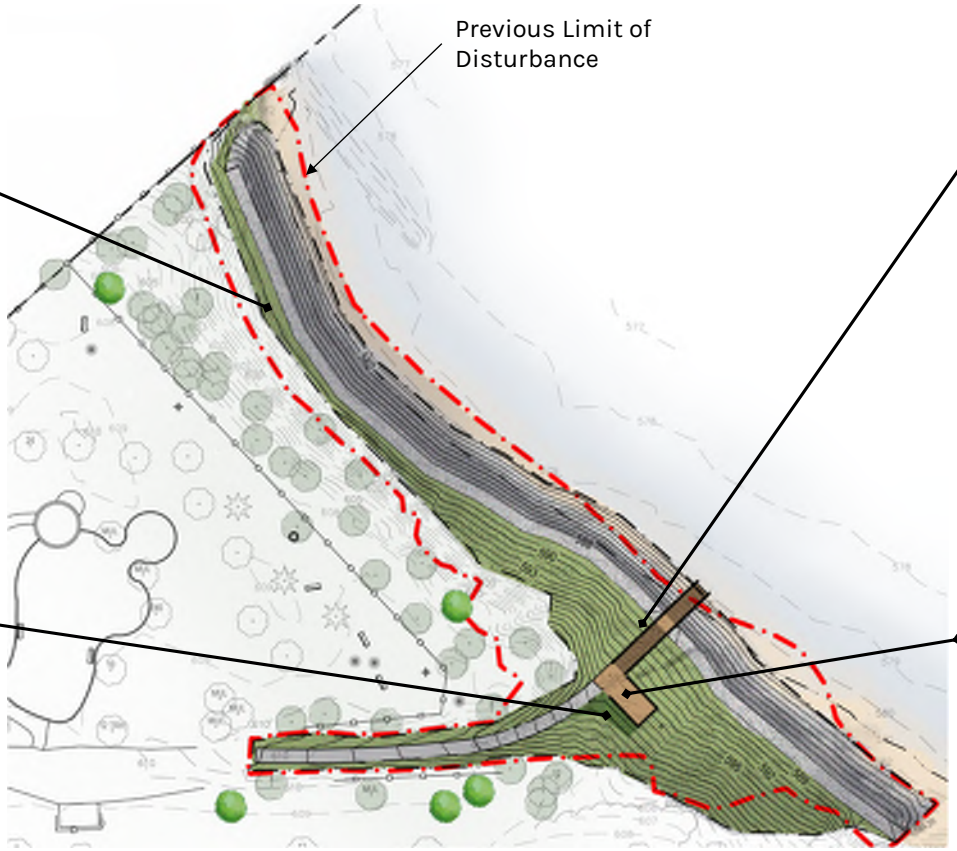
ALTERNATE 2: DIRECT – AVERAGE SLOPE 12%, STEEPEST SLOPE 12.5%

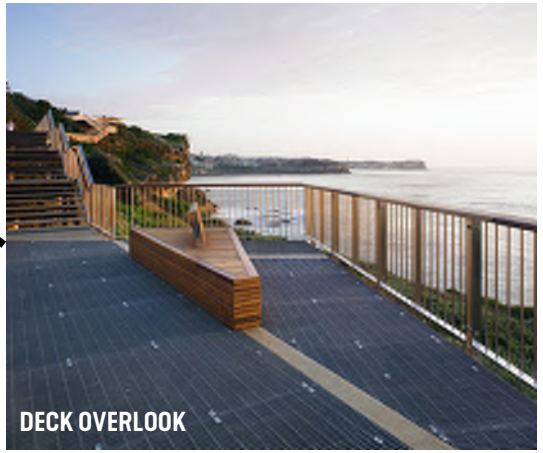




OCTOBER 2022: CONCEPT B5 PATH TO STAIRS

ALTERNATE 1: PATH TO STAIRS – AVERAGE SLOPE 7.5%, STEEPEST SLOPE 11.5%





Solar Power Purchase Agreement

This Solar Power Purchase Agreement (this "**Agreement**") is entered into by the parties listed below (each a "**Party**" and collectively the "**Parties**") as of the date signed by Seller below (the "**Effective Date**").

Purchaser		**Seller**	[Onyx Development Group LLC]
Address		**Address**	230 Park Avenue, Suite 845 New York, NY 10169
Phone		**Phone**	646-217-0713
Fax		**Fax**	646-736-6877
E-mail		**E-mail**	OASG@onyxrenewables.com
Premises Ownership		**Additional Seller Information**	Additional Notice: legal@onyxrenewables.com

This Agreement sets forth the terms and conditions between Purchaser and Seller related to energy and other services provided by Seller's solar photovoltaic generating system (and associated equipment) described in **Exhibit 3** (the "**System**"), and installed at that certain property located at _____ as further described in **Exhibit 3** (the "**Premises**").

The exhibits listed below are incorporated by reference and made part of this Agreement.

Exhibit 1	Basic Terms and Conditions
Exhibit 2	General Terms and Conditions
Exhibit 3	System and Premises Description
Exhibit 4	Energy Rate Schedule
Exhibit 5	Termination Schedule
Exhibit 6	[Form of Site License Agreement][1]
Exhibit 7	Form of Memorandum of Agreement
Exhibit 8	Form of Subordination, Non-Disturbance, and Attornment Agreement

Purchaser	**Seller**
Signature: _____	Signature: _____
Printed Name:	Printed Name:
Title:	Title:
Date: _____	Date: _____

[1] **NTD**: To be included if Purchaser is not the fee owner of the Premises.

Exhibit 1
Basic Terms and Conditions

1. **Initial Term**: [_____] years, beginning on the Commercial Operation Date (as defined below) (the "**Initial Term**").

2. **Additional Term**: One (1) additional term of ____ (_) years, upon mutual agreement of the Parties within the ninety (90) day period preceding the expiration of the Initial Term, commencing upon the end of the Initial Term (the "**Additional Term**").

3. **Conditions Satisfaction Date**: **[_____]**

4. **Environmental Attributes; Environmental Incentives**: All Environmental Attributes, including any Renewable Energy Credits associated with the System, will accrue to the benefit of Seller. All Environmental Incentives associated with the System will accrue to the benefit of Seller.

5. **Tax Attributes**: All such tax incentives, attributes and benefits, including the federal Investment Tax Credit, will accrue to the benefit of Seller.

6. **Energy Rate**:

   Commencing on the Commercial Operation Date, Purchaser shall pay to Seller on a monthly basis an amount equal to $[____] for each kilowatt hour ("**kWh**") of electricity delivered by the System to the Delivery Point. Beginning on the first (1st) anniversary of the Commercial Operation Date and on each subsequent anniversary of the Commercial Operation Date thereafter, the Energy Rate in effect during the immediately preceding twelve (12) month period shall be increased in accordance with **Exhibit 4**.

   If the Parties opt to exercise the Additional Term, the price for each kWh of electricity will be set at a price to be agreed upon by the Parties.

7. **Purchaser Options to Purchase System**: As set forth in Section 16.b of the **Exhibit 2**, Purchaser may purchase the System at the end of the Initial Term.

8. **Energy Rate Exclusions**: Unless Seller and Purchaser have agreed otherwise in writing, and except as otherwise provided in this Agreement, the Energy Rate excludes the following:

   a. Unforeseen groundwork (including, but not limited to, hard dig, rock drilling or soil removal from the site, excavation/circumvention of underground obstacles);
   b. Road improvements, repaving and restriping parking lot;
   c. Hazardous materials or artifact removal and containment;
   d. Upgrades or repairs to the Premises or utility electrical infrastructure;
   e. Payment bonds and performance bonds;
   f. Snow removal, tree removal, tree trimming, mowing and any landscape improvements;
   g. Decorative fencing and/or any visual screening materials, decorative enhancements to solar support structures (including: painting, paint matching, masonry/stone work, and any lighting not required to meet the minimum code compliance);
   h. Removal of existing lighting, light poles, or concrete light post bases;
   i. Roof membrane maintenance or reroofing work;
   j. Structural upgrades to the Premises, including ADA upgrades;
   k. Installation of public information screen or kiosk (including accompanying internet connection, power supply, technical support and ADA access); and
   l. Changes in System design caused by any inaccuracy or ambiguity in information provided by Purchaser, including information regarding Purchaser's energy use and the Premises, including building plans and specifications.

Exhibit 2
Solar Power Purchase Agreement
General Terms and Conditions

1. **Definitions and Interpretation**[2]. Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; (d) the words "include," "includes" and "including" mean include, includes and including "without limitation;" and (e) the word "person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement. The following definitions shall apply to this Agreement:

"**Affiliate**" means with respect to any entity, such entity's general partner or manager, employee, or any other entity that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such entity. For purposes of this definition, "control" (including, with its correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any such person or entity, means the possession, directly or indirectly, of the power to director or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities or by contract or otherwise.

"**Applicable Law**" means, any constitutional provision, law (including Environmental Laws), statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, holding, injunction, registration, permit, authorization, or regulation of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

"**Delivery Point**" means the interconnection points on Purchaser's Premises behind the meters installed by Purchaser's Serving Utility and before the electrical systems serving Purchaser's Premises. No other Delivery Points are permitted under this Agreement without the permission of the Purchaser.

"**Environmental Laws**" means any applicable federal, state, county, municipal, or local law and any amendments thereto (whether common law, public law, ordinance, rule, order, regulation, or otherwise), order, permit, directive, judgment, decree or other enforceable requirement of a Governmental Authority relating to protection of the environment, natural resources, or to any Hazardous Substance, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 42 U.S.C. § 1801 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Safe Drinking Water Act, 42 U.S.C. § 300f et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 11001 et seq., and all regulations, orders, decisions, and decrees now or hereafter promulgated concerning the foregoing.

"**Governmental Authority**" means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or any state public utility commission with jurisdiction).

"**Permitting Cost Threshold**" means $_____.

"**Purchaser's Serving Utility**" means the utility with whom interconnection applications will be sent and from whom permission to operate will be obtained.

["**Site License Agreement**" shall have the meaning given to such term in Section 8.de.][3]

2. **Purchase and Sale of Electricity**.

[2] **NTD**: To be updated to capture all defined terms.
[3] **NTD**: To be included if Purchaser is not the fee owner of the Premises.

a. **Purchase Requirement**. Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of the electric energy produced by the System during the Initial Term and the Additional Term (each as defined in **Exhibit 1**, and collectively the "**Term**") for electrical consumption by the Purchaser's Premises. Electric energy generated by the System will be delivered to Purchaser at the Delivery Point. Seller shall be responsible for all distribution lines and equipment necessary for the collection and routing of power from the System to the Delivery Point. The Parties acknowledge that Purchaser's electric energy requirements at the Premises may exceed the output of the System, and in such event, Purchaser may purchase electric energy for the Premises from other sources.

b. **Title to the Energy/Risk of Loss**. Purchaser shall take title to the electric energy generated by the System at the Delivery Point, and risk of loss will pass from Seller to Purchaser at the Delivery Point.

c. **Sale Prior to Commercial Operation Date**. Any purchase, sale and/or delivery of electric energy generated by the System prior to the Commercial Operation Date shall be treated as a purchase, sale and/or delivery of limited amounts of test energy only and shall not indicate that the System has been put in commercial operation by the purchase, sale and/or delivery of such test energy. Purchaser may not resell any of the electrical energy generated by the System. For purposes of this Agreement, engaging in net metering is not deemed to be resale of energy.

d. **RESERVED**.

3. **Term and Termination**.

a. **Initial Term**. The Initial Term of this Agreement shall commence on the Effective Date and shall continue for _____ (X) years from the Commercial Operation Date, unless earlier terminated as provided for in this Agreement. "**Commercial Operation**" will be achieved when the System (i) is mechanically complete, (ii) has received permission to operate from Purchaser's Serving Utility and (iii) has commenced delivery of electric energy to the Delivery Point, and the "**Commercial Operation Date**" shall be the date Seller gives Purchaser written notice that the System has achieved Commercial Operation. Such notice shall be deemed effective unless Purchaser reasonably objects within five (5) days of the date of such notice. Upon Purchaser's reasonable request, Seller shall give Purchaser copies of certificates of completion or similar documentation from Seller's contractor and the interconnection or similar agreement with Purchaser's Serving Utility.

b. **Additional Term**. If within ninety (90) days of the end of the Initial Term, Purchaser (i) has not notified Seller of its intent to exercise its option to purchase the System in accordance with Section 16 and (ii) desires to extend this Agreement on the terms and conditions set forth herein, Purchaser shall notify Seller prior to the expiration of the Initial Term of its desire to extend this Agreement for the Additional Term specified in **Exhibit 1** (such notice, an "**Extension Notice**"). Seller shall determine an Energy Rate for such Additional Term. If Purchaser agrees to the Energy Rate proposed by Seller, the Additional Term shall begin immediately upon the conclusion of the Initial Term on the same terms and conditions as set forth in this Agreement, except at the new agreed upon Energy Rate. If Purchaser does not agree to the Energy Rate determined by Seller within thirty (30) days of Seller proposing the Energy Rate, this Agreement shall expire at the end of the Initial Term.

4. **Billing and Payment**.

a. **Monthly Charges**. Purchaser shall pay Seller for the electric energy generated by the System that is delivered to the Delivery Point at the rate for the applicable Contract Year (as defined below) as shown in **Exhibit 4** (the "**Energy Rate**"). Purchaser shall make monthly payments equal to the applicable Energy Rate multiplied by the number of kWh of energy delivered by the System during the applicable month. "**Contract Year**" means the twelve-month period beginning at 12:00 AM on the Commercial Operation Date or on any anniversary of the Commercial Operation Date and ending at 11:59 PM on the day immediately preceding the next anniversary of the Commercial Operation Date, provided that the first Contract Year shall begin on the Commercial Operation Date.

b. **Monthly Invoices**. Seller shall invoice Purchaser monthly on or before the 10th of each calendar month and provide for payment by Purchaser either manually or through Automated Clearing House ("**ACH**"), as determined by Seller. Such monthly invoices shall state (i) (A) the amount of electric energy produced by the System and delivered to the Delivery Point, (B) the Energy Rate applicable to such amounts and (C) the total amount due from Purchaser. The Energy Rate includes ACH invoicing.

c. **Taxes**. Purchaser shall either pay or reimburse Seller for any and all Taxes (as defined below) assessed on the generation, sale, delivery or consumption of electric energy produced by the System or the interconnection of the System to Purchaser's Serving Utility's electric distribution system, including property taxes on the System.

Purchaser shall be responsible for and pay all Taxes which are assessed, levied, charged or imposed by any public authority against or relating to (i) the Premises and all improvements thereon (including the System), and/or (ii) the License and other rights of use granted to Seller pursuant to the License. For purposes of this Section 4.c, "**Taxes**" means any federal, state and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Seller's revenues due to the sale of energy under this Agreement, which shall be Seller's responsibility.

d. **Payment Terms**. All amounts due under this Agreement shall be due and payable thirty (30) days from receipt of the invoice. Any undisputed portion of the invoice amount not paid within the thirty (30) day period shall accrue interest at the annual rate of two and one-half percent (2.5%) over the prime rate (but not to exceed the maximum rate permitted by law).

5. Environmental Attributes, Environmental Incentives and Tax Attributes.

Unless otherwise specified on **Exhibit 1**, Seller is the owner, and entitled to the benefit, of all Environmental Attributes, Tax Attributes and Environmental Incentives (each as defined below). Purchaser's purchase of electricity under this Agreement shall not include the right to Environmental Attributes, Tax Attributes, Environmental Incentives or any other attributes of ownership and operation of the System all of which shall be retained by Seller. Purchaser shall cooperate with Seller in obtaining, securing and transferring all Environmental Attributes, Environmental Incentives and the benefit of all Tax Attributes to Seller, including by using the electric energy generated by the System in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Attributes. Purchaser shall not be obligated to incur any out–of–pocket costs or expenses in connection with such actions for the benefit of Seller unless reimbursed by Seller. If any Environmental Incentives, Environmental Attributes or Tax Attributes are paid directly to Purchaser, Purchaser shall immediately pay such amounts over to Seller. Purchaser shall be entitled to participate in and retain any benefits from any net metering program of Purchaser's Serving Utility.

"**Environmental Attributes**" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (c) the reporting rights to any Governmental Authority related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Tax Attributes. Purchaser and Seller shall file all tax returns in a manner consistent with this Section 5. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, investment credits, emissions allowances, green tags, tradeable renewable credits and Green-e® products.

"**Environmental Incentives**" means any and all credits, rebates, subsidies, payments or other incentives that relate to self–generation of electricity, electric generation capacity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from Purchaser's Serving Utility, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority.

"**Tax Attributes**" means any and all (a) depreciation benefits, (b) investment tax credits, (c) production tax credits and (d) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the System.

6. Conditions Precedent.

a. **Conditions**. Seller's obligations under this Agreement are conditioned on the completion of the following conditions to Seller's satisfaction on or before the Conditions Satisfaction Date (as set forth on **Exhibit 1**), with respect to which Seller shall use commercially reasonable efforts to achieve before such date:

i. Seller shall have received financing sufficient to enable it to purchase, construct, operate and maintain the System as required by this Agreement on terms acceptable to the Seller in its sole discretion;

ii. Seller shall have (1) completed an inspection of the Premises and each of the properties upon which the System will be located including, if applicable, geotechnical work, structural engineering review, environmental studies, and real estate due diligence (e.g., title and encumbrance review) and (2) received all necessary curative documents, in each case, to confirm the suitability of the Premises for the System;

iii. [If Purchaser is not the fee owner of record of the Premises, Seller shall have received, at its election, a Site License Agreement or a site lease and any additional documents required thereunder duly executed and delivered by the fee owner of record and any applicable third parties][4];

iv. [RESERVED];

v. Confirmation that Seller will obtain all applicable Environmental Attributes, Environmental Incentives and Tax Benefits assumed in Seller's financial model for the System;

vi. Seller shall have received all necessary Governmental Approvals, including zoning, land use, environmental, building and other permits for the installation and operation of the System, and the cost associated with Seller obtaining such items does not exceed the Permitting Cost Threshold (or an equitable adjustment has been made pursuant to Section 7.e below);

vii. Seller shall have executed (or received) all necessary agreements with Purchaser's Serving Utility for interconnection of the System to the Premises electrical system and/or Purchaser's Serving Utility's electric distribution system;

viii. Seller shall have received proof of insurance for all insurance required to be maintained by Purchaser under this Agreement; and

ix. Confirmation that there is no material adverse change in the regulatory environment, incentive program or federal or state tax code (including expiration of any incentive program or tax incentives in effect as of the Effective Date) that could reasonably be expected to result in a significantly adverse effect on the economics of the installation for Seller and its Financing Parties (as defined below).

b. **Failure of Conditions**. If any of the conditions listed in subsection 6.a above are not satisfied by the Conditions Satisfaction Date, the Parties shall attempt in good faith to negotiate new dates for the satisfaction of the failed conditions. If the Parties are unable to negotiate new dates, then Seller may terminate this Agreement upon ten (10) days written notice to Purchaser. Such termination shall be at no cost or obligation to Seller (and Seller shall have no liability for such termination).

c. **Adjustment to Location and Size of System**. At all times under this Agreement, Seller shall have the option to revise **Exhibit 3** to reflect the addition or removal of any portion of the System, provided that Seller (i) shall use commercially reasonable efforts to identify a substitute location at the Premises for such additional portion of the System of equivalent size upon removal of such portion of the System; and (ii) shall not install the System with a capacity that will materially exceed the total System size set forth on **Exhibits 3** without written approval of Purchaser.

d. **Commencement of Construction**. Seller shall commence construction and installation of the System within ninety (90) days of the satisfaction or written waiver of all of the conditions set forth in Section 6.a.

7. **Seller's Rights and Obligations**.

a. **System Design and Finalization**. Seller shall design and engineer the System (i) taking into consideration Purchaser's historical electrical generation requirements, (ii) based on inspections of the Premises and studies undertaken by Seller, and (iii) in compliance with any Applicable Laws. Seller shall prepare and submit to Purchaser the draft final specifications for the System, including product data on all equipment proposed for installation, as soon as possible following the Effective Date. The description of the System design and additional modifications to such design shall be incorporated into **Exhibit 3**. If solar energy panels and other System assets documented in **Exhibit 3** (such panels and System assets, "**System Equipment**") are not readily available when Seller installs the System,

[4] **NTD**: To be included if Purchaser is not the fee owner of the Premises.

Seller may make substitutions of such System Equipment at Seller's sole discretion; provided Seller shall obtain Purchaser's prior consent for System Equipment substitutions that would ***materially affect*** the capacity of the System or require a change to the Energy Rate.

b. **Permits and Approvals**. Seller shall use commercially reasonable efforts to obtain, at its sole cost and expense, any agreements and approvals from Purchaser's Serving Utility necessary to interconnect the System to the Premises' electrical system and/or Purchaser's Serving Utility's electric distribution system as well as all Governmental Approvals, including zoning, land use and building permits required for Seller to construct, install and operate the System.

c. **System Construction, Installation Repair and Maintenance**. Seller shall provide notice to Purchaser when the conditions to Seller's obligations set forth in Section 6.a have been satisfied or waived by Seller and Seller is prepared to engage the EPC Contractor (as defined below) to commence installing the System. Seller shall engage a licensed construction contractor (the "**EPC Contractor**") to construct and install the System at the Premises in accordance with Good Industry Practices (as defined below). During the Term, Seller shall operate and perform all routine and emergency repairs to, and maintenance and/or replacement (as may be required to maintain the System) of, all or portions of the System at its sole cost and expense, in accordance with Good Industry Practices, except for any repairs or maintenance resulting from Purchaser's negligence, willful misconduct, or breach of this Agreement. Purchaser shall be responsible for any damage caused by it, its agents, employees or contractors to the System. Seller shall not be responsible for any work done by parties not engaged or hired by Seller on any part of the System unless Seller authorizes that work in advance, in writing. Seller shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper environmental controls or improper operation or maintenance of the System by anyone other than Seller or Seller's contractors. If the System requires repairs for which Purchaser is responsible, Purchaser shall pay Seller for diagnosing and correcting the problem at Seller or Seller's contractors' then current standard rates. Seller shall provide Purchaser with reasonable notice prior to accessing the Premises to perform routine maintenance and/or make standard repairs. Except as expressly provided in this Agreement, Purchaser shall not cause, or allow any person or entity under Purchaser's control to cause, any System equipment to be disconnected or shut down, temporarily or otherwise, unless in the case of emergency or as a result of an event of Force Majeure.

"**Good Industry Practices**" means, with respect to the services being provided by the EPC Contractor, Seller or any of their Affiliates, or any other contractor or subcontractor pursuant to this Agreement, those practices, methods, equipment, specifications and standards of safety and performance, of which there may be more than one, and as the same may change from time to time, as are commonly provided for commercial and industrial solar energy systems of a type and size similar to the System and in the same geographic region as the System that, at a particular time, in the exercise of reasonable judgment in light of the facts known at the time a decision was made, would be expected to accomplish the desired result in a manner consistent with law, regulations, codes, standards, equipment manufacturer's recommendations, reliability, safety, environmental protection and expedition.

d. **Net Metering**. The provisions in this Section 7.d only apply if net metering is permitted by Purchaser's Serving Utility at the Premises. Prior to the delivery to Purchaser of any electrical energy, Seller shall cooperate with Purchaser to make arrangements for Purchaser's delivery and resale to Purchaser's Serving Utility of electrical energy through net metering, in accordance with Applicable Laws.

e. **Costs Due to Unexpected Site or Premises Conditions**. Notwithstanding the achievement of the conditions precedent set forth in Section 6.a., if Seller incurs material additional costs to re-design, construct, install or maintain the System due to (i) unforeseen conditions at the Premises, (ii) unforeseen groundwork at the Premises (including, but not limited to, excavation/circumvention of underground obstacles), (iii) Hazardous Substances (as defined in Section 17.c.i) at the Premises, (iv) encountering unanticipated permitting and zoning approval costs in excess of the Permitting Cost Threshold, (v) the inaccuracy of any information provided by Purchaser and relied upon by Seller, or (vi) any other items listed Section 8 of **Exhibit 1**, then Seller may make an equitable adjustment to the Energy Rate, schedule and other terms of this Agreement to compensate for any work in excess of normally expected work required to be performed by Seller arising from such conditions.

f. **Breakdown Notice**. Seller shall promptly notify Purchaser following Seller's discovery of (i) any material malfunction in the operation of the System or (ii) an interruption in the supply of electrical energy from the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Purchaser shall notify Seller immediately upon the discovery of any emergency condition affecting any part of the System.

g. **Suspension**. Notwithstanding anything to the contrary herein (and without limiting Seller's remedies under Section 13.b.i), Seller shall be entitled, in its sole discretion, to suspend delivery of electricity from the System to the Delivery Point (i) in the event of an emergency, including the presence of Hazardous Substances, (ii) for the purpose of maintaining and repairing the System or (iii) at the request of Purchaser's Serving Utility and, in each case of (i) through (iii) above, (A) such suspension of service shall not constitute a breach of this Agreement, (B) Seller shall have no liability for Purchaser to obtain electricity from other sources for the duration of such suspension, and (C) Seller shall use commercially reasonable efforts to minimize any interruption in service to Purchaser.

h. **Use of Contractors and Subcontractors**. Seller shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement, provided, however, that such contractors and subcontractors shall (i) be duly licensed and provide any work in accordance with Good Industry Practices and (ii) use commercially reasonable efforts to perform obligations under this Agreement while minimizing disruption to Purchaser's business and operations. Notwithstanding the foregoing, Seller shall continue to be responsible for the quality of the work performed by its contractors and subcontractors.

i. **Liens and Payment of Contractors and Suppliers**. Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement and shall keep the Premises free and clear of any liens related to such charges, except for those liens which Seller is permitted by law to place on the Premises following non-payment by Purchaser of amounts due under this Agreement. Seller shall indemnify Purchaser for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Premises or any portion thereof in connection with such charges; provided, however, that Seller shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the Premises or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Premises.

j. **Warranty Disclaimer**. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, SHALL APPLY. The remedies set forth in this Agreement shall be Purchaser's sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise.

8. **Purchaser's Rights and Obligations**.

a. **System Design and Finalization**. In accordance with Section 7.a, Purchaser shall have the right to review and approve System equipment substitutions that would materially affect the capacity of the System or require a change to the Energy Rate. With respect to the preceding sentence, Purchaser shall promptly review the applicable information and respond to Seller without delay and not unreasonably withhold its consent to such changes.

b. **Cooperation**. Purchaser shall (i) provide Seller and its subcontractors, consultants, agents and representatives with reasonable access to the Premises for the purpose of designing the System, including conducting related inspections and studies, and accessing relevant documents, materials and records of Purchaser in conjunction with such activities, (ii) cooperate with Seller's reasonable requests for information and access to the Premises for purposes of designing and installing the System and (iii) cooperate with all of Seller's requests to assist Seller in obtaining any necessary agreements, permits and approvals pursuant to Section 7.b. Purchaser's failure to provide such cooperation shall be a default under this Agreement subject to Section 13.a.ii.

c. **Permits and Approvals**. Purchaser shall comply with any requirements applicable to Purchaser in connection with the agreements, permits and approvals obtained by Seller pursuant to Section 7.b.

d. **License from Purchaser for Premises Access**[5]. [Subject to Section 8.e below,][6]Purchaser grants to Seller and to Seller's agents, employees, contractors and assignees an irrevocable license running with the Premises (the "**License**") for access to, on, over, under and across the Premises solely for the purposes of (i) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; (ii) performing all of Seller's obligations and enforcing all of Seller's rights set forth in this Agreement; and (iii) installing, using and maintaining electric lines and equipment, including inverters and meters necessary to interconnect the System to Purchaser's electric system at the

[5] **NTD**: To be updated to delineate Seller's exclusive and non-exclusive license rights to the property.
[6] **NTD**: See below footnote for Section 8.e.

Premises, to the local electric distribution system, if any, or for any other purpose that may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System. Seller shall provide reasonable notice to Purchaser prior to entering the Premises, except in situations where there is imminent risk of damage to persons or property. Subject to Section 24.l, the term of the License shall commence on the Effective Date and shall continue until the date that is one hundred and twenty (120) days following the date of expiration or earlier termination of this Agreement (the "**License Term**"). During the License Term, Purchaser shall ensure that Seller's rights under the License and Seller's access to the Premises and the Premises are preserved and protected. Purchaser shall not interfere with nor shall permit any third parties to interfere with such rights or access. Seller shall exercise, and shall cause its agents, employees and contractors to exercise, due care any time Seller, its agents, employees or contractors enters the Premises. Seller shall be responsible for any damage caused by it, its agents, employees or contractors to the Premises or to any persons or property thereon. At the option of Purchaser, Seller or Purchaser shall repair such damage. If Purchaser repairs such damage, Seller shall reimburse Purchaser for reasonable expenses incurred to repair such damage within thirty (30) days after demand by Purchaser.

e. **[Site License Agreement with Premises Owner**. In the event that Purchaser is not the owner of record of the Premises, Purchaser hereby agrees to coordinate and cooperate with the obtaining of a site license agreement for the benefit of Seller in substantially the form attached hereto as **Exhibit 6** (the "**Site License Agreement**"). The Site License Agreement will provide for access to and from the Premises by Seller and operates in addition to the License granted by Purchaser in current possession of the Premises.][7]

f. **Ratings / Credit Support**. Purchaser is an investment grade entity with a long-term issuer rating of at least BBB-, as determined by Standard & Poor's Financial Services LLC, or its successor, or of at least Baa3, as determined by Moody's Investor Services, Inc., or its successor (such rating, an "**Investment Grade Rating**"). If after the Effective Date, Purchaser ceases to have an Investment Grade Rating, or if at any time during the Term Purchaser's long-term issuer rating falls below an Investment Grade Rating, then Purchaser will immediately provide to Seller a letter of credit or a parent guarantee (collectively, the "**Credit Support**"), as applicable, in the amount of $[_____] from an entity with at least an Investment Grade Rating. All costs and expenses of establishing, renewing, substituting, canceling, increasing, reducing or otherwise administering any Credit Support and the costs of enforcing the rights of Seller thereunder (including costs of counsel), shall be borne by Purchaser. Seller shall be entitled to draw on the Credit Support to satisfy any obligation or liability of Purchaser arising pursuant to this Agreement (regardless of whether this Agreement has been terminated) that is not paid when due. Purchaser shall promptly, but in no event more than three (3) Business Days following any draws on Credit Support, replenish the Credit Support to the amounts required herein. Except to the extent expressly stated in this Agreement, the Credit Support shall not be deemed a limitation of Purchaser's liability hereunder. Seller shall return the undrawn portion of any Credit Support on or before the fifth (5^{th}) Business Day after all obligations and liabilities of Purchaser arising pursuant to this Agreement, including payments due at, or as a result of, such termination shall have been paid in full and all disputes related to such termination, if any, have been resolved.

g. **Maintenance of Premises**. Purchaser shall, at all times at Purchaser's sole cost and expense, maintain the Premises outside the footprint of the System in good condition and repair and in a manner sufficient to support the System. Regardless of whether maintenance and repairs are made in the ordinary course or in an emergency, all maintenance and repairs shall be carried out in a manner that minimizes the impact on the System. Purchaser is fully responsible for the maintenance and repair of the Premises' electrical system (except for the System, which will be maintained by Seller) and of all of Purchaser's equipment that utilizes the System's outputs, and Purchaser's failure to maintain such electrical system shall not excuse Purchaser from its obligation to purchase the electric energy produced by the System, or that would have been produced by the System absent a failure in Purchaser's electrical system. Purchaser shall properly maintain in full working order all of Purchaser's electric supply or generation equipment that Purchaser may shut down while utilizing the System. Purchaser shall promptly notify Seller of any matters of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System.

h. **No Alteration of Premises**. Purchaser shall not make any alterations or repairs to the Premises which could adversely affect the operation and maintenance of the System without Seller's prior written consent. Purchaser shall be responsible for all damage to the System caused by Purchaser or its contractors. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, such work and any replacement of the System after completion of Purchaser's alterations and repairs, shall be done by Seller or its contractors at Purchaser's cost. In addition, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller for electric energy that would have been produced by the System during

[7] **NTD**: To be included if Purchaser is not the fee owner of the Premises.

such disconnection or removal; (ii) revenues that Seller would have received with respect to that System under any rebate program and any other assistance program with respect to electric energy that would have been produced during such disconnection or removal; and (iii) lost or recaptured Tax Attributes, Environmental Attributes and Environmental Incentives of Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners). Determination of the amount of energy that would have been produced during any disconnection or removal shall be determined by Seller on a commercially reasonable basis. All of Purchaser's alterations and repairs shall be done in a good and workmanlike manner and in compliance with all Applicable Laws, codes and permits.

i. **Interconnection and Net Metering**. Purchaser shall ensure that the Premises remains interconnected to the local utility grid at all times. If net metering is permitted by Purchaser's Serving Utility at the Premises, Purchaser shall be entitled to participate in and retain any benefits from any net metering program of Purchaser's Serving Utility. In such case, Purchaser shall (i) sign all documentation required for net metering, (ii) ensure that the Premises remains interconnected to the local utility grid at all times to maintain net metering, (iii) not take any action, or fail to take any action, which prevents net metering, and (iv) comply with all Applicable Laws required for net metering.

j. **Outages**. Purchaser shall be permitted to be offline for a total of forty-eight (48) daylight hours (each, a "**Scheduled Outage**") within each calendar year during the Term, during which days Purchaser shall not be obligated to accept or pay for electricity from the System or reimburse Seller for lost or recaptured Environmental Attributes, Environmental Incentives or Tax Attributes; provided, however, that (i) Purchaser shall use best efforts to minimize System downtime during daylight hours and (ii) Purchaser must notify Seller in writing of each such Scheduled Outage at least forty-eight (48) hours in advance of the commencement of a Scheduled Outage. In the event that Scheduled Outages exceed a total of forty-eight (48) daylight hours within a calendar year or there are unscheduled outages, in each case for a reason other than outages caused by Seller or a Force Majeure event, Purchaser shall pay Seller an amount equal to the sum of (A) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during the outage; (B) revenues that Seller would have received with respect to each such System under any rebate program and any other assistance program with respect to electric energy that would have been produced during the outage; and (C) lost or recaptured Tax Attributes, Environmental Attributes and Environmental Incentives of Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners). Determination of the amount of energy that would have been produced during the outage shall be determined by Seller on a commercially reasonable basis. Seller will provide Purchaser a point of contact for notification of a Scheduled Outage.

k. **Liens**. Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. Purchaser shall immediately notify Seller in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, shall promptly cause the same to be discharged and released of record without cost to Seller, and shall indemnify Seller against all costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim.

l. **Security**. Purchaser shall be responsible for using commercially reasonable efforts to maintain the physical security of the Premises and the System against known risks and risks that should have been known by Purchaser. Purchaser shall not conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.

m. **[Tenant Purchaser Notices**. If Purchaser is a lessee of the Premises, Purchaser shall provide to Seller immediate written notice of (i) receipt of notice of eviction from the Premises, (ii) termination of Purchaser's lease of the Premises, and (iii) a breach of any of the lease or other real property documents that could reasonably be expected to lead to an eviction if such breach was not cured.][8]

n. **Insolation**. Purchaser understands that unobstructed access to sunlight ("**Insolation**") is essential to Seller's performance of its obligations and a material term of this Agreement. Purchaser shall not in any way cause and, where possible, shall not in any way permit any interference with the System's Insolation and shall not construct or install, or knowingly permit to be constructed or installed, any alterations, modifications or improvement to the Premises or any other property owned or controlled by Purchaser or an Affiliate of Purchaser that interferes with or blocks the System's Insolation. In addition to the foregoing, Purchaser shall not permit the growth of foliage that interferes with or blocks System's Insolation. If Purchaser becomes aware of any activity or condition that could diminish the Insolation of the System, Purchaser shall notify Seller immediately and shall cooperate with Seller in preserving the

[8] **NTD**: To be included if Purchaser is not the fee owner of the Premises.

System's existing Insolation levels. The Parties agree that (i) reducing Insolation would irreparably injure Seller, (ii) such injury may not be adequately compensated by an award of money damages, and (iii) Seller is entitled to seek specific enforcement of this Section 8.nn against Purchaser.

o. **Data Line**. The Parties will reasonably cooperate regarding the installation and maintenance of high speed data lines and other communications portals to enable Seller to record the data regarding the electric energy generated by the System. Purchaser shall, at no cost to Seller, provide Seller with internet access and Seller shall install and maintain any required extensions to existing high speed data lines and all other required communications equipment at its sole cost and expense, and in accordance with the Good Industry Practice.

p. **Breakdown Notice**. Purchaser shall notify Seller within twenty-four (24) hours following the discovery by Purchaser of (i) any material malfunction in the operation of the System; or (ii) any occurrences that could reasonably be expected to adversely affect the System. Purchaser shall notify Seller immediately upon (i) an interruption in the supply of electrical energy from the System; or (ii) the discovery of an emergency condition respecting the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.

9. Change in Law.

"**Change in Law**" means (a) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any Applicable Law or regulation; (b) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of this Agreement (notwithstanding the general requirements contained in any applicable permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation); or (c) a change in any utility rate schedule or tariff approved by any Governmental Authority which, in the case of any of (a), (b) or (c), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or other performance of Seller's obligations hereunder and which has a material adverse effect on the cost to Seller of performing such obligations.

If any Change in Law occurs that (i) generally affects electric generating facilities or affects the balance of the System and (ii) increases the capital or operating and maintenance costs of the System, or otherwise has a material adverse effect on the cost to Seller of performing its obligations under this Agreement, then Seller may make an equitable adjustment to the Energy Rate to compensate Seller for such increased costs over the remainder of the Term.

10. Relocation of System.

If Purchaser requires the relocation of the System (or portion thereof), Purchaser shall have the option to provide Seller with a mutually agreeable substitute premises located within the same Purchaser's Serving Utility district as the terminated System and with similar Insolation, in each case reasonably acceptable to Seller. Purchaser shall provide written notice to Seller at least sixty (60) days but not more than one hundred eighty (180) days prior to the date that it wants to make this substitution. The Parties shall negotiate in good faith the terms and conditions of such System relocation, including any necessary adjustments to the Energy Rate. Purchaser shall pay all costs associated with relocation of the System (or portion thereof), including (a) all costs and expenses incurred by or on behalf of Seller in connection with removal of the System (or portion thereof) from the Premises and the design, engineering, procurement, installation and testing of the System (or portion thereof) at the substitute premises, (b) all applicable interconnection fees and expenses at the substitute premises, and (c) all costs associated with a new title search and the preserving and refiling of the security interests of Seller's Financing Parties in the System (or portion thereof) at the substitute premises. Seller shall calculate the amount of electricity that would have been delivered to Purchaser during the period of time the System (or portion thereof) is not in operation due to the relocation and shall invoice Purchaser for such amount and any associated lost or recaptured Environmental Incentives, Environmental Attributes and Tax Attributes (and any penalties payments associated with the same).

11. Removal of System at Expiration of Term.

Upon the expiration of the Term of this Agreement (provided Purchaser does not exercise its purchase option), Seller shall, at its expense, remove all of its tangible property comprising the System from the Premises on a mutually convenient date, but in no event later than one hundred and twenty (120) days after the expiration of the Term. Excluding ordinary wear and tear, the Premises shall be returned to its original condition including the removal of the System; provided, however, Seller shall not be required to remove (a) any supports, canopies, anchors, penetrations, conduits or other similar ancillary equipment which were installed by Seller if, in Seller's reasonable judgment, the removal of such supports, anchors, penetrations, conduits or other similar ancillary equipment would cause harm and damage to the Premises, and (b) any underground foundations or

underground or buried conduits and cabling installed by Seller on or about the Premises. Seller shall leave the Premises in neat and clean order. If Seller fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser shall have the right, at its option, to remove the System to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Seller's cost. Purchaser shall provide sufficient space at no expense to Seller for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal.

12. Metering, Measurement and Ownership of Data.

a. Metering and Measurement. Seller shall install one or more revenue grade meter(s) (collectively, the "**Seller Meter**"), as Seller deems appropriate, at or immediately before the Delivery Point to measure the output of the System. Seller Meter shall (i) meet the general commercial standards of the industry or the required standard of Purchaser's Serving Utility and (ii) provide and preserve a continuous flow of data to Seller twenty-four (24) hours per day through the data line provided by Purchaser pursuant to Section 8.oo. Seller shall maintain the Seller Meter in accordance with Good Industry Practices. If any Seller Meter's operation is interrupted at any time for any reason, or is found to be inaccurate and/or in need of repair or replacement, the measurement of energy output for such period of interruption or inaccuracy (which shall be the period from the last date the affected Seller Meter was operating properly through the date upon which the Seller Meter is corrected) will be estimated by Seller, acting in its reasonable judgment, based upon inverter data or past energy output delivery during a similar period and under similar conditions if such information is available (and if such information is not available, based upon any other relevant information or bases which may reasonably be used for such purpose in the circumstances), and Purchaser shall pay invoices during such period based on the estimated measurement. Seller shall own all data generated by the Seller Meter (the "**Meter Data**").

13. Default, Remedies and Damages.

a. Default. Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed a "**Defaulting Party**", the other Party shall be deemed a "**Non-Defaulting Party**" and each event of default shall be a "**Default Event**":

i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith Dispute (as defined below), within five (5) days' following receipt of written notice from the Non-Defaulting Party of such failure to pay;

ii. failure of a Party to substantially perform any material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond an aggregate cure period of ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (A) the Defaulting Party initiates such cure within the thirty (30) day period and continues such cure to completion and (B) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Default Event within the initial thirty (30) day period;

iii. if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;

iv. Purchaser (i) loses its rights to occupy the Premises and the real property thereupon or (ii) ceases to conduct business operations at the Premises;

v. a Party, or its guarantor, admits in writing its inability to pay its debts generally as they become due, becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect, and, if any such bankruptcy or other proceedings were initiated by a third party, if such proceedings have not been dismissed within sixty (60) days following receipt of a written notice from the Non-Defaulting Party demanding such cure;

vi. Purchaser fails to maintain the Credit Support in accordance with Section 8.f for the Term;

vii. Purchaser prevents or delays Seller from installing the System or Purchaser otherwise performs or fails to perform in a way that prevents the delivery of electric energy from the System. Such Default Event shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement; or

viii. with respect to Purchaser only, the License is terminated for any reason other than the election by Seller (exercised in Seller's sole discretion) or Seller otherwise loses its rights to occupy, access and/or quietly enjoy the Premises as provided under this Agreement (other than as a result of a Default Event by Seller).

b. Remedies.

i. **Suspension**. Upon the occurrence and during the continuation of a Default Event by Purchaser, including a Payment Default, Seller may suspend performance of its obligations under this Agreement until the earlier to occur of the date (a) that Purchaser cures the Default Event in full, or (b) of termination of this Agreement. Seller's rights under this Section 13.b.i are in addition to any other remedies available to it under this Agreement, at law or in equity.

ii. **Termination**. Upon the occurrence and during the continuation of a Default Event, the Non-Defaulting Party may terminate this Agreement, by providing five (5) days prior written notice to the Defaulting Party; provided, that, in the case of a Default Event under Section 13.a.v, the Non-Defaulting Party may terminate this Agreement immediately.

iii. **Damages Upon Termination by Default**. Upon a termination of this Agreement pursuant to Section 13.b.ii, the Defaulting Party shall pay a termination payment to the Non-Defaulting Party determined as follows (the "**Termination Payment**"):

(1) Termination by Seller. If Seller terminates this Agreement for a Default Event by Purchaser, the Termination Payment payable to Seller shall be equal to the sum of (i) the loss or recapture of Tax Attributes, Environmental Attributes and Environmental Incentives that would have accrued or would otherwise have been assigned to Seller during the remainder of the Term pursuant to the terms of this Agreement; (ii) the net present value (using a discount rate of 4% per annum) of the projected payments of the Energy Rate over the Term post-termination, had the Term remained effective for the full Initial Term; (iii) development costs incurred by Seller; (iv) removal costs incurred by Seller; and (v) any and all other amounts previously accrued under this Agreement and then owed by Purchaser to Seller. The Termination Payment determined under this Section 13.b.iii.(1) cannot be less than zero.

(2) Termination by Purchaser. If Seller is the Defaulting Party and Purchaser terminates this Agreement, the Termination Payment to Purchaser will be equal to the sum of (i) the net present value (using a discount rate of 4% per annum) of the excess, if any, of the reasonably expected cost of electricity from Purchaser's Serving Utility over the Energy Rate for the reasonably expected production of the System for the remainder of the Initial Term or the then current Additional Term, as applicable; (ii) all direct costs reasonably incurred by Purchaser by reason of the termination; and (iii) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Termination Payment determined under this Section 13.b.iii.(2) cannot be less than zero. Seller may set off any amount due to Purchaser under this Section 13.b.iii.(2) against any and all other amounts previously accrued under this Agreement and then owed by Purchaser to Seller.

iv. **Liquidated Damages**. The Parties agree that, if Seller terminates this Agreement prior to the expiration of the Term pursuant to Section 13.b.ii, actual damages would be difficult to ascertain, and the Termination Payment determined in accordance with Section 13.b.iii.(1) is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement and is not a penalty.

c. Obligations Following Termination for Default.

i. **Reservation of Rights**. Except in the case of a termination under Section 13.b.ii and payment of a Termination Payment, if any, determined pursuant to Section 13.b.iii, nothing in this Section 13 limits either Party's right to pursue any remedy under this Agreement, at law or in equity, including with respect to the pursuit of an action for damages by reason of a breach or Default Event under this Agreement.

ii. **Mitigation Obligation**. The Non-Defaulting Party must make commercially reasonable efforts to mitigate its damages as the result of such Default Event; provided that such obligation shall not reduce Purchaser's obligation to pay the full Termination Payment set forth in Section 13.b.iii following a Default Event by Purchaser.

iii. **No Limitation on Payments**. Nothing in this Section 13 excuses a Party's obligation to make any payment when due under this Agreement, including with respect to payments for electricity that would have been delivered to Purchaser but for a Purchaser breach or Default Event.

iv. **Removal of System**. If Purchaser terminates this Agreement pursuant to Section 13.b.ii, then following such termination, Seller shall remove the equipment constituting the System in compliance with Section 11 above at the sole cost and expense of Seller.

14. Representations, Warranties, and Covenants.

a. General Representations, Warranties, and Covenants. Each Party represents, warrants and covenants to the other the following as of the Effective Date and the Conditions Satisfaction Date:

i. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have each been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Agreement is the valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).

ii. Such Party has obtained all permits, licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws (including Environmental Laws) that relate to this Agreement in all material respects.

iii. During the Term, both Parties will work together in good faith to undertake to conform with any reasonable interconnection requirements of Purchaser's Serving Utility (if applicable).

iv. Subject to any agreement with and requirements of Purchaser's Serving Utility (if applicable), during the Term, (1) Purchaser shall ensure that the Premises remains interconnected to the local utility grid at all times, (2) Seller will keep the System interconnected and in service in accordance with this Agreement and Purchaser will not interfere with same except as expressly permitted hereunder and (3) neither Party will take any action that it knows will void, invalidate, impair or make unavailable any Environmental Attributes, Environmental Incentives or Tax Attributes.

v. Neither Party is subject to regulation as a public utility as that term is defined under Applicable Law with respect to the transactions that are the subject of this Agreement, except as would not have a material adverse effect on the performance by either of the Parties of its obligations under this Agreement.

b. Seller's Representations, Warranties and Covenants. Seller represents, warrants and covenants to Purchaser the following as of the Effective Date and the Conditions Satisfaction Date:

i. Compliance with Applicable Law. Seller's performance of this Agreement complies with all Applicable Law, rules, regulations and orders of any Governmental Authority in all material respects.

ii. Third Party Rights. Seller shall use commercially reasonable efforts to ensure that neither the System nor any of Seller's services hereunder infringe upon any third party's intellectual property rights or other proprietary rights.

c. **Purchaser's Representations, Warranties and Covenants**. Purchaser represents, warrants and covenants to Seller the following as of the Effective Date and the Conditions Satisfaction Date:

i. Ownership of Premises. [Purchaser is the fee owner of the Premises.][9]

ii. No Conflicts. Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser or the Premises is bound.

iii. Accuracy of Information. All information provided by Purchaser to Seller, as it pertains to the Premises' physical configuration, Purchaser's planned use of the Premises, and Purchaser's estimated electricity requirements, is accurate in all material respects. Purchaser represents and warrants to Seller that: (A) to its knowledge, there are no site conditions or construction requirements (including any environmental conditions) that would increase the cost of installing the interconnection equipment at the planned locations or increase any liabilities in connection with the interconnection equipment; (B) the information provided to Seller pursuant to this Agreement as of the Effective Date is true and accurate in all material respects; (C) no electricity generated by the System will be used to heat a swimming pool; (D) Purchaser is not a public utility or a public utility holding company and (E) Purchaser has no knowledge of any facts or circumstances that could materially and adversely affect its ability to perform its obligations hereunder.

iv. Hazardous Substances. Except as disclosed to Seller, and without any inquiry or investigation, Purchaser has no actual knowledge of anyHazardous Substances that exist in the areas on or near the Premises where Seller or its subcontractors will undertake to install, operate, maintain or repair the System.

v. [Access Rights. Purchaser represents, warrants and covenants for the Term that (1) Purchaser has the authority to grant Seller the License set forth in Section 8.d. above, (2) such license, and the installation and operation of the System, in each case, is not inconsistent with the terms and conditions of the Purchaser's lease; and (3) all necessary approvals, consents and/or waivers under Purchaser's lease have been obtained by Purchaser in order for the Parties to perform their respective duties and obligations hereunder.][10]

15. **System and Premises Damage and Insurance**.

a. **System and Premises Damage**.

i. Seller's Obligations. If the System is damaged or destroyed other than by Force Majeure (as defined in Section 20.a) or Purchaser's negligence or willful misconduct, Seller shall promptly repair and restore the System to its pre-existing condition; provided, however, that if more than fifty percent (50%) of the System is destroyed during the last five (5) years of the Initial Term or during the Additional Term, Seller shall not be required to restore the System, but may instead terminate this Agreement, unless Purchaser agrees (A) to pay for the cost of such restoration of the System or (B) to purchase the System "AS-IS" at the Fair Market Value (as defined in Section 16.c) of the System.

ii. Purchaser's Obligations. If the Premises is damaged or destroyed by casualty of any kind or any other occurrence other than Seller's negligence or willful misconduct, such that the operation of the System and/or Purchaser's ability to accept the electric energy produced by the System are materially impaired or prevented, Purchaser shall promptly repair and restore the Premises to its pre-existing condition; provided, however, that if more than fifty percent (50%) of the Premises is destroyed during the last five (5) years of the Initial Term or during the Additional Term, Purchaser may elect either (A) to restore the Premises or (B) to pay the Purchaser's Termination Payment and all other costs previously accrued but unpaid under this Agreement and thereupon terminate this Agreement.

b. **Insurance Coverage**. At all times during the Term, Seller and Purchaser shall maintain the following insurance:

i. Seller's Insurance. Seller shall maintain (A) property insurance on the System for the replacement cost thereof subject to sublimits in accordance with industry practice, (B) commercial general liability insurance

[9] **NTD**: To be revised if Purchaser is not the fee owner.
[10] **NTD**: To be omitted if Purchaser is the fee owner of the Premises or, if not the fee owner, if a Site License Agreement with a third-party is executed.

with coverage of at least $1,000,000 per occurrence and $2,000,000 annual aggregate, (C) employer's liability insurance with coverage of at least $1,000,000, (D) workers' compensation insurance as required by Applicable Law, but in no event less than $1,000,000, and (E) umbrella or excess liability insurance with a limit of $5,000,000 per occurrence and in the annual aggregate in excess of the limits of insurance provided in clauses (A) through (D) immediately above.

ii. Purchaser's Insurance. Purchaser shall maintain (A) property insurance on the Premises covering "All Risks" perils in an amount equal to the full replacement cost of the Premises, (B) commercial general liability insurance for the Premises with coverage of at least $1,000,000 per occurrence and $2,000,000 annual aggregate, (C) employers' liability insurance with coverage of at least $1,000,000, (D) workers' compensation insurance as required by Applicable Law, but in no event less than $1,000,000, and (E) umbrella or excess liability insurance with a limit of $5,000,000 per occurrence and in the annual aggregate in excess of the limits of insurance provided in clauses (A) through (D) immediately above. The minimum insurance coverage specified herein may be provided by self-insurance, participation in a risk management pool, commercial policies of insurance, or a combination thereof.

c. **Policy Provisions**. All insurance policies provided hereunder shall (i) contain a provision whereby the insurer agrees to give the Party not providing the insurance (A) not less than ten (10) days written notice before the insurance is cancelled or terminated as a result of non-payment of premiums, or (B) not less than thirty (30) days written notice before the insurance is otherwise cancelled or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other Party. Each Party shall name the other Party as additional insured as respects commercial general liability and employers' liability. Each Party shall waive its rights of subrogation against the other party on all required policies including workers compensation where allowable by law.

d. **Certificates**. Upon a Party's written request, each Party shall deliver to the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.

e. **Deductibles**. Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party shall be responsible for the payment of its own deductibles.

16. **Ownership; Option to Purchase**.

a. **Ownership of System**. Seller shall be the legal and beneficial owner of the System at all times. Each of Seller and Purchaser agree that Seller (or the designated assignee of Seller permitted under Section 21) is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Agreement. The System shall at all times retain the legal status of personal property of Seller as defined under Article 9 of the Uniform Commercial Code and shall not attach to or be deemed a part of, or fixture to, the Premises notwithstanding that certain portions of the System may otherwise qualify as fixtures due to the manner of installation of the System. Purchaser covenants that it shall use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Purchaser shall obtain a SNDA (as defined below) from such lienholder in accordance with Section 16.e below. If Purchaser is the fee owner of the Premises, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Premises is located. If Purchaser is not the fee owner, Purchaser shall obtain such consent from such owner. Without limiting the generality of the foregoing, Purchaser hereby waives any statutory or common law lien that it might otherwise have in or to the System or any part thereof and agrees that, notwithstanding the occurrence of a Default Event by Purchaser under this Agreement beyond all applicable notice and cure periods (including those granted to Financing Parties), Seller or any Financing Party (or its designee) shall own and may remove the System from the Premises at any time.

b. **Option to Purchase**. At the end of the Initial Term or the Additional Term (each such date a "**Purchase Option Date**"), so long as Purchaser is not in default under this Agreement, Purchaser may purchase the System from Seller for a purchase price equal to the Fair Market Value (as defined in Section 16.c) of the System as of the Purchase Option Date. Purchaser must provide a notification to Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the Purchase Option Date, and the purchase shall be completed on

or before the Purchase Option Date.

c. **Determination of Fair Market Value**. "**Fair Market Value**" means, in Seller's reasonable determination, the amount that would be paid in an arm's length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of the System and advances in solar technology, provided that installed equipment shall be valued on an installed basis, shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the valuation, taking into account the present value of all associated future income streams expected to arise from the operation of the System for the remaining useful life of the System, including but not limited to the expected price of electricity, Environmental Attributes, Environmental Incentives and Tax Attributes and factoring in future avoided costs and expenses associated with the System and assuming the System is able to generate revenue for the then-remaining term of the Agreement at a price equal to the then-applicable Energy Rate and thereafter for the remaining useful life of the System at a price equal to the then fair market price for energy. Seller shall determine Fair Market Value within thirty (30) days after Purchaser has exercised its option to Purchase the System. Seller shall give written notice to Purchaser of such determination, along with a full explanation of the calculation of Fair Market Value, including without limitation, an explanation of all assumptions, figures and values used in such calculation and factual support for such assumptions, figures and values. If Purchaser reasonably objects to Seller's determination of Fair Market Value within thirty (30) days after Seller has provided written notice of such determination, the Parties shall select a mutually acceptable nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System based on the formulation set forth herein and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. Upon purchase of the System, Purchaser shall assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, and Seller shall have no further liabilities or obligations hereunder.

d. **Memorandum of Agreement**. In lieu of, or in conjunction with, the fixture filing disclaimer provided for in Section 16.a, Purchaser further consents to Seller, or its assignee, recording a Memorandum of Agreement, in substantially the form attached hereto as **Exhibit 7**, in the county recorder's office where the System sits (the "**Memorandum**"). The Memorandum serves to place all third parties on notice that the System is the personal property of Seller and is not a fixture or otherwise a part of the Premises. Purchaser agrees to execute the Memorandum concurrently with this Agreement and shall cooperate in Seller's efforts to record this Memorandum. If the Purchaser is not the owner of record of the Premises, then Purchaser further agrees to cooperate with Seller's efforts to have the Memorandum signed by the third-party owner.

e. **Subordination, Non-Disturbance and Attornment**. The Parties recognize that protecting the interests of Purchaser and Seller in the Premises and System, respectively, are necessary to the operation of this Agreement. Therefore, in the event there exists a mortgage, lien or other encumbrance over the Premises, Seller and Purchaser shall cooperate in good faith to execute and record a Subordination, Non-disturbance and Attornment Agreement in substantially the form attached hereto as **Exhibit 8** (the "**SNDA**"). Purchaser further agrees to obtain its lender's signature on the SNDA and Seller agrees to cooperate with reasonable requests to provide any documents necessary to obtain Purchaser's lender's signature.

17. **Indemnification**.

a. **General**. Each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective Affiliates of each thereof (collectively, the "**Indemnified Parties**"), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "**Liabilities**") resulting from any third party actions relating to (i) the Indemnifying Party's breach of a material term of this Agreement or any representation, warranty or covenant set forth in Section 14, (ii) injury to or death of persons, and (iii) damage to or loss of property, in each case of clause (ii) and (iii), to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees); provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising from the acts or omissions of any person other than the Indemnifying Party; provided further, however, that nothing in this Section 17 is intended to modify the limitations of Seller's liability set forth in Section 18. This Section 17.a however, shall not apply to liability arising from any form of Hazardous Substances or other environmental contamination, such matters being addressed exclusively by Section 17.c.

b. **Notice and Participation in Third Party Claims**. The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a "**Claim**"), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 17.b unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall have no liability under this Section 17.b for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party.

c. **Environmental Indemnification**. Seller shall indemnify, defend and hold harmless all of Purchaser's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined below) to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Purchaser shall indemnify, defend and hold harmless all of Seller's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance.

i. "**Hazardous Substance**" means any chemical, waste or other substance (A) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any Environmental Laws, (B) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (C) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (D) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (E) for which remediation or cleanup is required by any Governmental Authority.

18. **Limitations of Liability; Waiver of Jury Trial**.

a. **No Consequential Damages**. EXCEPT WITH RESPECT TO PAYMENT OF A TERMINATION PAYMENT, OR IN CONNECTION WITH THIRD-PARTY INDEMNIFICATION CLAIMS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT.

b. **Actual Damages**. Notwithstanding any to the contrary in this Agreement, Seller's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement shall not exceed the total monthly payments made by Purchaser to Seller under this Agreement in the one (1) year prior to a claim. The provisions of this Section 18.b shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise. Any action against Seller must be brought within one (1) year after the cause of action accrues.

c. **Waiver of Jury Trial**. TO THE EXTENT ENFORCEABLE UNDER APPLICABLE LAW, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR SELLER TO ENTER INTO THIS AGREEMENT.

19. **Dispute Resolution**.

The Parties, through their respective senior management, shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "**Dispute**") within twenty (20) business days after the date that a Party gives written notice of such Dispute to the other Party. If such management discussions fail to produce a resolution

of the Dispute, the Parties may pursue (subject to the limitations set forth herein) all rights and remedies available to them in law or at equity.

20. Force Majeure.

a. "**Force Majeure**" means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; epidemic, pandemic, diseases, quarantines or travel bans; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of equipment, supplies, products, or electricity from the utility grid (but not to the extent that any such unavailability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.

b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event gives the other Party written notice thereof; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.

c. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event that solely impacts Purchaser's ability to make payment.

d. If a Force Majeure event continues for a period of one hundred and eighty (180) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, the Party not claiming the Force Majeure event shall have the right to terminate this Agreement without fault or further liability to either Party (except for amounts accrued but unpaid).

21. Assignment and Financing.

a. **Assignment**. This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party. Notwithstanding the foregoing, Seller may, without the prior written consent of Purchaser, directly or indirectly (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party, (ii) assign this Agreement and the System to an Affiliate or subsidiary of Seller, (iii) assign this Agreement and the System to any entity through which Seller is obtaining financing or capital for the System, (iv) assign this Agreement and the System to any person succeeding to all or substantially all of the assets of Seller and (v) assign this Agreement and the System to any assignee that (A) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to those contemplated by this Agreement, or will contract with parties who have such experience and (B) has the financial capability to maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement. In the event of any such permitted assignment, Seller shall be released from all its liabilities and other obligations under this Agreement. Notwithstanding the foregoing, any assignment of Seller's rights and/or obligations under this Agreement shall not materially impact Purchaser's rights and obligations under this Agreement. This Agreement shall be binding on and inure to the benefit of a Party's successors and permitted assignees.

b. **Financing**. The Parties acknowledge that Seller may obtain construction and long-term financing or other credit support from one or more Financing Parties. "**Financing Parties**" means a person or persons providing construction or permanent financing to Seller or an Affiliate of Seller in connection with construction, ownership, operation and maintenance of the System or, if applicable, any person to whom Seller has transferred the ownership interest in the System. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. Within five (5) business days after receipt of a written request by Seller, Purchaser agrees

to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Financing Parties.

c. **Successor Servicing**. The Parties further acknowledge that in connection with any construction or long term financing or other credit support provided to Seller or its Affiliates by Financing Parties, that such Financing Parties may require that Seller or its Affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the System and/or administrative services with respect to this Agreement (the "**Successor Seller**"). Purchaser agrees to accept performance from any Successor Seller so appointed so long as such Successor Seller performs in accordance with the terms of this Agreement.

d. **Purchaser Acknowledgement**. Purchaser acknowledges that Seller shall have the right to finance the System with financing accommodations from a Financing Party and that Seller's obligations may be secured by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the System. In order to facilitate such necessary financing, Purchaser agrees as set forth below.

i. Financing Party's Right to Cure.

(1) Upon receipt of the name and notice address of a Financing Party, Purchaser will not exercise any right to terminate this Agreement unless Purchaser has given the Financing Party prior written notice at the address provided to Purchaser in writing of any event giving rise to Purchaser's right to terminate this Agreement. Purchaser's notice of intent to terminate this Agreement must specify the condition giving rise to such right. Notwithstanding any contrary term or provision in this Agreement, Financing Party shall have forty-five (45) days beyond the cure period provided to Seller pursuant to this Agreement to cure the condition. Purchaser's and Seller's obligations under this Agreement will otherwise remain in effect and are required to be fully performed during any cure period.

(2) If the Financing Party or its assignee has commenced and is diligently pursuing judicial proceedings to acquire title to or control of the System, or has acquired title to or taken control of the System, and in either event cures all existing Default Events of Seller that are capable of being cured by Financing Party or its assignee subject to and within the time allowed by Section 13 and assumes in writing the obligations of Seller hereunder, then this Agreement will continue in full force and effect.

ii. Notice of Default Events. Upon and at any relevant time after receipt of the notice provided for in Section 21.d.i, Purchaser agrees to deliver to the Financing Party a copy of any notice of a Default Event by Seller simultaneously with the delivery of such notice by Purchaser to Seller.

22. **Confidentiality**.

a. **Confidentiality**. If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Purchaser's business (collectively, "**Confidential Information**") to the other Party or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other Party, the receiving Party shall (i) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (ii) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement, including but not limited to obtaining financing for the System. Notwithstanding the above, (A) a Party may provide such Confidential Information to its Affiliates, and its and its Affiliates' officers, directors, members, managers, employees, agents, contractors, consultants, lenders, potential lenders, counsel to a Party or its lenders or potential lenders, and potential assignees (collectively, "**Representatives**") of this Agreement (provided and on condition that such Representatives be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information), and (B) Meter Data shall be considered Confidential Information of Seller and not Purchaser, subject to Seller's obligations with respect to Meter Data as set forth in Section 12. Any recipient of Confidential Information pursuant to clause (A) above shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by its Representatives. The terms of this Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Section 22.a, except as set forth in Section 22.b. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of

the disclosing Party. Each Party agrees that the disclosing Party may be irreparably injured by a breach of this Section 22.a by the receiving Party or its Representatives and that the disclosing Party may be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of a breach of this Section 22.a. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 22.a, but shall be in addition to all other remedies available at law or in equity.

b. **Permitted Disclosures**. Notwithstanding any other provision in this Agreement, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is already known or was made available to the receiving Party or its Representatives prior to the disclosure of such information hereunder; provided, that the source of such information was not prohibited from disclosing such information pursuant to any legal, contractual or fiduciary obligation, (iii) is independently developed by the receiving Party or its Representatives without reference to, reliance on, or use of Confidential Information or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of Confidential Information is required by a Governmental Authority under Applicable Law or pursuant to a validly issued subpoena, the disclosing Party shall, to the extent permitted by Applicable Law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.

23. **Goodwill and Publicity**. Notwithstanding Section 22 above, each Party shall be permitted to use the name, trade name, service mark or trademark of the other Party and disclose that the Parties have entered into this Agreement, in each case, in any promotional or advertising material without the prior written consent of such other Party; provided that such use and/or disclosure (i) does not reveal the specific terms of this Agreement (except for filings or other statements or releases as may be required by Applicable Law) and (ii) accurately reflects the rights and obligations of the Parties under this Agreement, including the ownership of Environmental Attributes, Environmental Incentives, Tax Attributes and any related reporting rights.

24. **Miscellaneous Provisions**.

a. **Choice of Law**. This Agreement shall be governed by the laws of the State of Illinois without giving effect to conflict of laws principles.

b. **Attorneys' Fees**. The prevailing party in any Dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.

c. **Notices**. All notices under this Agreement shall be in writing and shall be by personal delivery, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either Party may specify in writing. Each Party shall deem a document sent in PDF form to it as an original document.

d. **Further Assurances**. Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.

e. **Right of Waiver**. Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time (other than with respect to and/or relating to the obligation to make any payment due under this Agreement); provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Purchaser or Seller shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.

f. **Non-Dedication of Facilities; Seller Not A Utility**. Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this agreement. Purchaser acknowledges and agrees that, for purposes of this Agreement, Seller is not a "utility" as such term is used in Section 366 of the United States Bankruptcy Code and Purchaser agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Purchaser is a debtor. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller shall have the right to terminate this Agreement without further liability, and Seller shall remove the System in accordance with Section 11 of this Agreement.

g. **Service Contract**. The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser shall not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the System.

h. **No Partnership**. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.

i. **Full Agreement, Modification, Invalidity, Counterparts, Captions**. This Agreement, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of Applicable Law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.

j. **Forward Contract**. The transaction contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

k. **No Third-Party Beneficiaries**. Except for assignees, Financing Parties, and Successor Sellers permitted under Section 21, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.

l. **Survival**. Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 7.j (Warranty Disclaimer), Section 8.d (License from Purchaser for Premises Access), Section 11 (Removal of System at Expiration of Term), Section 13.b (Remedies), Section 13.b (Obligations Following Termination for Default), Section 14 (Representations, Warranties, and Covenants), Section 15.b (Insurance Coverage), Section 17 (Indemnification), Section 18 (Limitations of Liability; Waiver of Jury Trial), Section 19 (Dispute Resolution), Section 22 (Confidentiality), Section 223 (Goodwill and Publicity), Section 24.a (Choice of Law), Section 24.b (Attorneys' Fees), Section 24.c (Notices), Section 24.f (Non-Dedication of Facilities; Seller Not A Utility), Section 24.g (Service Contract), Section 24.h (No Partnership), Section 24.i (Full Agreement, Modification, Invalidity, Counterparts, Captions), Section 24.hi (Forward Contract), Section 24.k (No Third Party Beneficiaries), and this Section 24.l (Survival). Notwithstanding anything to the contrary herein, Purchaser acknowledges and agrees that, except in the case of a Default Event by Seller, the early termination of this Agreement (whether pursuant to the terms thereof or otherwise) shall not affect the rights of Seller under the License or otherwise result in a termination of the License, and (i) Seller shall nonetheless have the right to maintain the System at the Premises, and (ii) Seller shall have the right to sell the power produced by the System, or any portion of such power, directly to the grid, and Purchaser shall, if requested by Seller or any utility provider to which Seller grants the right to construct, own, operate and maintain such utility at the Premises as provided under the License, execute a utility interconnection agreement or other documents to permit Seller to interconnect the System to the electrical system of the Premises and transmit power to the utility or utilities either directly or through the electrical system of the Premises, and sell such power to the utility

provider or a third party; provided, however, that (A) Purchaser's failure to execute any such agreement shall not invalidate or void any rights granted by Seller to such utility pursuant to the preceding sentence, and (B) in furtherance of the foregoing obligations of Purchaser, Purchaser hereby appoints Seller as Purchaser's true and lawful attorney-in-fact, in its name or in Seller's name, with full power and authority to enter into any such agreement for and on behalf of Purchaser and to bind Purchaser to the terms of any such agreement, which power of attorney is coupled with an interest and shall be irrevocable. The Parties acknowledge that if the License continues to be in full force and effect after the early termination of this Agreement, the provisions of this Agreement that are cross-referenced in the License shall survive termination of this Agreement.

Exhibit 3

System and Premises Description

The above System Description is based on known conditions as of the Effective Date. The final System Description may vary from the initial description set forth above and, following final completion of the System, the above details will be updated to reflect the System Description of the as-built System. The Parties hereby acknowledge and agree that such adjustments to the System Description shall constitute an amendment to this Agreement.

Exhibit 4

Energy Rate Schedule

Contract Year	Energy Rate ($/kWh)
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Year 11	
Year 12	
Year 13	
Year 15	
Year 16	
Year 17	
Year 18	
Year 19	
Year 20	

Exhibit 5

Termination Schedule

PPA Schedule	Termination
Project Year	Payment ($/W)
	25-yr. PPA
1	$1,780,265.63
2	$1,529,654.78
3	$1,232,694.87
4	$973,715.14
5	$736,375.84
6	$494,456.70
7	$388,036.07
8	$374,348.90
9	$360,257.58
10	$345,667.48
11	$330,713.45
12	$315,302.47
13	$299,415.56
14	$282,956.74
15	$266,054.89
16	$220,269.52
17	$201,136.30
18	$181,300.07
19	$160,881.43
20	$139,781.70
21	$117,972.96
22	$95,892.26
23	$73,135.19
24	$49,600.80
25	$25,257.34

Exhibit 6

Form of Site License Agreement[11]

SOLAR POWER FACILITY SITE LICENSE AGREEMENT

This Solar Power Facility Site License Agreement (the "License") is made and entered into as of [ ], [] (the "Execution Date"), between [X], a _____ limited liability company ("Licensor"), and [Onyx Development Group LLC], a Delaware limited liability company ("Licensee").

OPERATIVE TERMS

In consideration of the mutual covenants and agreements set forth in this Site License Agreement, Licensor and Licensee agree as follows:

ARTICLE 1
DEFINITIONS

For the purposes of this License, the following terms shall have the following meanings:

"Affiliate" means, when used in reference to a specified Person, any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the specified Person.

"Attorneys' Fees" means reasonable attorneys' and court fees and costs incurred by a party, including attorneys' and court fees and cost for trial and appellate proceedings.

"Base Rent" has the meaning set forth in Article 4.1.

"Casualty" has the meaning set forth in Article 11.

"Commercial Operation Date" has the meaning set forth in Article 3.1.

"Due Diligence Period" has the meaning set forth in Article 3.2.

"Event of Default" has the meaning set forth in Article 19.1.

"Execution Date" has the meaning set forth in the introductory paragraph of this License.

"Extension Term" has the meaning set forth in Article 3.4.

"Force Majeure" means events or circumstances, whether foreseen or unforeseen, beyond the reasonable control and not the fault of a non-performing Party, including (I) acts of God, (ii) sabotage, riots or civil disturbances, strikes or similar labor difficulties, (iii) volcanic eruptions, earthquake, hurricane, flood, ice storms, explosion, fire, lightning, landslide or similar occurrence, (iv) war or acts of terrorism affecting the Property, (v) change of law imposing regulatory burden or prohibition upon Licensee, (vi) withdrawal of required governmental authorizations or permits, (vii) damage to or breakdown of necessary facilities or transportation delays or accidents, (viii) acts of vandalism, (ix) requirement by a utility that a Solar Power Facility discontinue operation for any reason, (x) appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof, (xi) any other action by any governmental authority which prevents or prohibits the Parties from carrying out the respective obligations under this License; provided, however, "Force Majeure" shall not include economic hardship or inability to obtain financing of either Party.

"Governmental Approvals" has the meaning set forth in Article 5.

"Hazardous Materials" means any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous substances, toxic substances, pollutants, contaminants, radon, asbestos, lead or lead based paint, oil and petroleum products and their by-products, polychlorinated biphenyls or related materials, and mold, dangerous fungi, bacterial or microbial matter contamination or pathogenic organisms that reproduce through the release of spores or the splitting of cells, as those terms may be used or defined in any Law.

[11] **NTD**: To be included if Purchaser is not the fee owner of the Premises.

"Indemnified Party" has the meaning set forth in Article 10.1.

"Indemnifying Party" has the meaning set forth in Article 10.1.

"Laws" means all laws, ordinances, and regulations applicable to the Property, the Premises, or any Solar Power Facility now or hereafter enacted by any Federal, state, or local governmental or quasi- governmental body.

"Lender" shall mean any Person providing financing for the construction and/or operation of the Solar Power Facilities.

"Parties" means Licensor and Licensee.

"Party" means Licensor or Licensee.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity.

"Premises" has the meaning set forth in Article 2.1.

"Property" has the meaning set forth in Article 2.1.

"Schedule Term" has the meaning set forth in Article 3.3.

"Security Instrument" has the meaning set forth in Article 16.1.

"Security Interest" has the meaning set forth in Article 14.2(a).

"Solar Power Facilities" or "Solar Power Facility" means collectively or individually one or more electricity grid-connected photovoltaic, solar power plants and other equipment and facilities to be constructed, installed and maintained by Licensee.

"Term" has the meaning set forth in Article 3.

"Term Notice" has the meaning set forth in Article 3.2.

ARTICLE 2
GRANT OF LICENSEHOLD AND EASEMENT RIGHTS

2.1 Grant of License Interest. In consideration of the mutual covenants and agreements set forth in this License, Licensor hereby grants and demises to Licensee, to the local electric utility (the "Utility"), and to Licensee's agents, employees, contractors and assignees an exclusive, irrevocable license to those certain premises described on the attached Exhibit B (the "Premises"). Licensor and Licensee acknowledge that Exhibit B may be modified after construction of the Solar Power Facility based on as-built drawings reflecting changes required prior to or during construction and may be surveyed at Licensee's option and cost. The Premises are located on that certain parcel of real property owned by Licensor and more particularly described on Exhibit A (the "Property") and Licensor hereby grants to Licensee a non-exclusive License for ingress and egress across and over the Property to access the Premises to perform the Operations (as defined below) during the Term and any Extension Term. Licensee shall have the right to occupy and use the Premises to construct the Solar Power Facilities, for solar energy conversion, for the collection and transmission of electric power, and for related and incidental purposes and activities (collectively, "Operations"). Licensee shall perform its Operations in compliance with all applicable Laws.

2.1 Exclusive Right to Solar Resources. Licensee shall have the sole and exclusive right to convert all of the solar resources of, and to conduct Operations on, the Premises. Licensor shall not grant any rights in the Property purporting to permit others to conduct Operations on the Property in derogation of Licensee's sole and exclusive rights and privileges hereunder. Without the prior written consent of Licensee, Licensor shall not (i) waive any right available to Licensor or grant any right or privilege subject to the consent of Licensor by law or contract, including without limitation any environmental regulation, land use ordinance or zoning regulation, with respect to setback requirements, or other restrictions and conditions respecting the placement of the Solar Power Facility on the Premises or (ii) grant, confirm, acknowledge, recognize or acquiesce in any right claimed by any other person to conduct Operations on the Premises, and Licensor agrees to give Licensee notice of any such claims and to cooperate with Licensee

in resisting and disputing such.

2.2 **Grant of License and Other Rights**. In further consideration of the mutual covenants and agreements set forth in this License, Licensor hereby grants to Licensee, for no additional consideration and for the period of construction of the Solar Power Facility, a license to use the area shown on Exhibit C as laydown area.

2.3 **Signage**. Licensor shall grant to Licensee an irrevocable license during the Term of this License to display reasonable signage at a location to be agreed to between Licensor and Licensee. The signage shall be subject to the reasonable approval of Licensor.

ARTICLE 3
TERM; CONDITIONS PRECEDENT

3.1 **Term**. The term ("Term") of this License shall begin on the Execution Date and shall expire on the twentieth (20^{th}) anniversary of the commercial operation date of the Solar Power Facility (the "Commercial Operation Date"), as such date is determined in the Power Purchase Agreement dated _____, ____ with _____ (the "PPA"). Additionally, any term renewal that occurs under the PPA will automatically result in a renewal of an additional term of this License for the same time period.

3.2 **Conditions Precedent**. In the event that Licensee is not able to satisfy the conditions precedent set forth below, and elects not to waive any conditions precedent not so achieved, by the date which is one hundred eighty (180) days after the Execution Date (such 180-day period being the "Due Diligence Period"), Licensee shall be entitled to terminate this License, and neither Party shall have any obligation or financial liability to the other Party as a result of such termination. If Licensee does not terminate this License by the expiration of the Due Diligence Period, Licensee will be deemed to have waived its right to terminate under this Section 3.2. The conditions precedent are as follows:

a) Execution of a tax agreement or an agreement for Payment in Lieu of Taxes, with _____ County, as set forth in Article 4.2;

b) Licensee obtaining all Governmental Approvals (as defined in Article 5), on terms and conditions reasonably acceptable to Licensee in its sole discretion;

c) Developer obtaining a contract under the _____ program, on terms and conditions reasonably acceptable to Developer in its sole discretion;

d) Licensee obtaining an interconnection agreement from [Utility] with terms acceptable to Licensee; and,

e) Licensee completing engineering reviews, real property diligence (including title and encumbrances), and site assessments (including environmental and geotechnical), and Licensee being satisfied, in its sole discretion, of the results of such reviews and assessments.

Licensee shall notify Licensor in writing when the conditions precedent have been satisfied or waived by Licensee (the "Term Notice") and in such Term Notice, Licensee shall specify the date of commencement of the Term.

3.3 It is acknowledged and agreed that, notwithstanding anything in this License or under applicable Laws to the contrary, (a) the Term of this License shall be coterminous with the PPA, and (b) other than as expressly provided herein, Licensor shall have no right to terminate this License or any of the rights granted hereunder prior to the expiration or termination of the term of the PPA.

3.4 Licensee and Licensor shall have the right and option to extend the Term for two separate extension terms of five years each (each, an "Extension Term") in accordance with the PPA, upon mutual agreement of the Parties. The rent owed for each Extension Term shall be calculated at the time of the request for an Extension Term and shall be negotiated by the Parties. Neither Party is obligated to enter into an Extension Term. Notice of intention to enter into an Extension Term must be conveyed by delivering written notice intention to extend the term not less than ninety (90) days prior to the expiration of the Term, or the first Extension Term, as applicable.

ARTICLE 4
RENT

4.1 **Base Rent**. In consideration of the mutual agreements, covenants, and other consideration set forth in this License, Licensee shall pay Licensor, as base rent ("Base Rent") during the Term, and as applicable, each Extension Term, the amount of _____ Thousand Dollars ($__,000.00) per year. Base Rent shall be payable by Licensee to Licensor on the first business day after the Commercial Operation Date of the Solar Power Facility and on each twelve (12) month anniversary thereafter.

4.2 **Real Estate and Personal Property Tax Agreement**. This License is subject to Licensee entering into an agreement with _____ County with respect to the Personal or Real Property Taxes on the Solar Power Facility for a period of not less than ____-____ (__) years, which agreement shall not require payment of such taxes in an aggregate amount more than _____ ($_____) (the "Licensee Tax Amount") annually. In the event that the offer of _____ County is more than an aggregate amount of _____ Dollars and ($_____) annually, then Licensee shall send a written notice to Licensor advising it of the aggregate amount of taxes and Licensor shall have the option of paying the amount over and above the Licensee Tax Amount as contained in the proposed agreement with _____ County. Subject to the foregoing, Licensor shall be responsible for and shall timely pay before the same becomes delinquent, all ad valorem property taxes that shall become imposed on, or arise in connection with, the Premises. Licensee shall pay all ad valorem or other personal property taxes, or assessments levied or assessed against the Solar Power Facilities and any of Licensee's other personal property, including trade fixtures, located on the Premises, as required by the tax agreement.

ARTICLE 5
APPROVALS

After the Execution Date, Licensee shall undertake to secure all material permits, licenses, certificates, authorizations and other approvals (collectively the "Governmental Approvals") that may be required by any federal, state, or local authorities, for the use of the Premises by Licensee for the Operations. Licensor shall cooperate with Licensee in Licensee's effort to obtain such Governmental Approvals and shall take no action which would adversely affect the status of the Property with respect to the Operations by Licensee.

ARTICLE 6
MAINTENANCE AND REPAIR

6.1 **Licensee's Obligations During Construction**. Licensee or its contractor shall, at Licensee's sole expense, use commercially reasonable means to construct the Solar Power Facility in a good, workmanlike and timely manner and fully in accordance with Prudent Industry Standards. "Prudent Industry Standards" means the practices, methods and acts engaged in or approved by a significant portion of the solar energy industry that, at a particular time, in the exercise of reasonable judgment in light of the facts which were known or which reasonably should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, reliability, safety, environmental protection, economy and expedition. Licensee shall carry, or cause its contractor to carry, insurance meeting the standards set forth in Article 11 below during the period of construction and installation of the Solar Power Facility. Licensee warrants that all of its contractors constructing and/or installing the Solar Power Facility will be adequately qualified and experienced to complete the Solar Power Facility as contemplated by this Section 6.1.

6.2 **Licensee's General Obligations**. Licensee shall, at Licensee's sole expense, operate and maintain the Solar Power Facility in good order, condition and repair, including the ongoing costs of capital repairs and replacements, subject to Licensee's commercially reasonable direction.

6.3 **Maintenance of the Premises**. Licensee shall be responsible for all repairs and alterations in and to the Solar Power Facility and Premises, the need for which arises out of (i) Licensee's use or occupancy of the Premises, (ii) the installation, removal, use or operation of the Solar Power Facility (unless caused by the negligence or wrongful action or inaction of Licensor and/or any third party under Licensor's control or at Licensor's direction), (iii) the moving of equipment into or out of the Premises, or (iv) the act, omission, misuse or negligence of Licensee, its agents, contractors, employees or invitees.

6.4 **Licensor's General Obligations**. Licensor shall repair and maintain, in good repair and in conformity with applicable Laws (except for any compliance issues attributable to Licensee's use of the Premises) the Property and such portions of the Premises not occupied by the Solar Power Facility. Licensor shall maintain in good working order and available at all times, its connection and service contract(s) with the Utility.

6.5 **Health and Safety**. Licensor and Licensee shall comply with all applicable Laws pertaining to the safety of persons and real and personal property and shall take all necessary and reasonable safety precautions in performing its respective obligations under this Agreement. Licensor and Licensee shall immediately report to each other any death, loss time, injury, or damage to the other's property that occurs within the Premises.

ARTICLE 7
SURRENDER OF PREMISES; REMOVAL OF EQUIPMENT; AND PURCHASE OPTION

At the end of the Term, Licensee shall surrender the Premises and remove the Solar Power Facilities at its sole cost and expense (other than if such termination and removal is as a result of default by Licensor) within one hundred eighty (180) days after the end of Term, and shall return the Premises to its original condition, ordinary wear and tear excepted.

ARTICLE 8
QUIET ENJOYMENT

Licensor covenants that, so long as Licensee performs its agreements hereunder, Licensee shall have the right to quietly enjoy and use the Premises and Licensee's easement and license rights granted in this License throughout the Term, subject to the provisions hereof. Licensor represents and warrants to, and covenants with, Licensee that: (a) Licensor owns title to the Premises and that the Premises shall be free from any and all liens, claims, and encumbrances that materially interfere with Licensee's intended use and enjoyment of the Premises or Licensee's other rights hereunder; (b) Licensor shall pay all sums due under, and keep in good standing, all mortgages encumbering the Premises; and (c) Licensor has the power and authority to execute and deliver this License and to perform all covenants to be performed by Licensor hereunder.

ARTICLE 9
INSURANCE

9.1 **Insurance Requirements.** Licensor and Licensee shall each maintain, during the Term, the insurance coverages set forth on the attached Exhibit D.

ARTICLE 10
INDEMNIFICATION

10.1 **Indemnification**. Subject to Article 10.2 below, each Party (each, an "Indemnifying Party") shall indemnify the other Party, its employees, directors, officers, managers, members, shareholders, subsidiaries and agents (each, an "Indemnified Party") against all liabilities, losses, lawsuits, penalties, claims, settlement payments, costs and expenses, interest, awards, judgments, damages, fines or demands (including the Attorneys' Fees on account thereof) arising out of or related to the Indemnifying Party's (a) material breach of any covenant, obligation, representation, or warranty set forth in this License and/or (b) gross negligence or willful misconduct. An Indemnified Party shall notify the Indemnifying Party promptly of any written claims or demands against the Indemnified Party from a third party for which the Indemnifying Party is responsible hereunder. The foregoing indemnity shall be in addition to and not in lieu of any other indemnity obligations provided by law. The indemnity provided in this Section 10 also shall apply to the successors and permitted assigns of the Indemnified Party. This Section 10 shall survive the termination of this License.

10.2 **Limitation on Liability**. Except as otherwise provided in this License, neither Party shall be liable for any special, incidental, consequential or punitive damages based on breach of contract, breach of warranty, negligence, tort or any other legal theory.

ARTICLE 11
CASUALTY

In the event the Solar Power Facility shall be damaged or destroyed by fire or other casualty, Licensee shall, within sixty (60) days of the date of such damage, commence to repair or reconstruct the Solar Power Facility and diligently prosecute such repairs or reconstructions to completion. In case any damage or destruction occurs during the last six (6) months of the initial term or during the last six (6) months of any Extension Term or if the damage is to the extent of fifty percent (50%) or more of the insurable assets, Licensee, at its option to be evidenced by notice in writing given to Licensor within thirty (30) days after the occurrence of such damage or destruction, may elect to terminate this License as of the date of said damage or destruction; however, if Licensee elects to terminate, then Licensee shall remove all debris and restore the Premises to the condition to which it existed prior to the commencement of the License, normal wear and tear excepted.

ARTICLE 12
LICENSEE SELF-HELP

Notwithstanding Section 19.1 and 19.2 below, if Licensor fails to observe, perform, or comply with any material obligation under this Agreement, and such failure renders any portion of the Premises unable to be licensed or materially interferes with Licensee's ability to install, maintain, use or operate the Solar Power Facility, or would result in a lien or other encumbrance on the Solar Power Facility, Licensee may, upon written notice to Licensor, cure any such failure. In such case, all reasonable expenses incurred by Licensee in curing Licensor's failure shall be due and payable from Licensor to Licensee within twenty (20) days after delivery of notice to Licensor of the amount of such expenses. Any due but unpaid sums shall bear interest from the date due at six percent (6%) per annum (or if such rate exceeds the maximum rate allowed by law, such maximum rate) until fully paid.

ARTICLE 13
ASSIGNMENT

Licensee may assign this License, or any right hereunder, without Licensor's consent, including to any Affiliate of Licensee, and/ or to any Lender, provided, Licensee shall give notice to Licensor of any such assignment as soon as practicable thereafter and any assignee other than a Lender shall guarantee the terms and conditions of the License. If Licensee assigns this License or its rights hereunder to a Lender, Licensor shall execute any consents reasonably required by such Lender to effect an assignment of the License as collateral, and if requested by such Lender, shall provide such notice and cure rights with respect to Licensee defaults as such Lender may reasonably request.

ARTICLE 14
LICENSEE FINANCING

14.1 Licensor acknowledges that Licensee may be financing a part or all of its capital requirements for the installation of the Solar Power Facility and its operation and maintenance with a Lender. Licensee may choose the manner of financing the Solar Power Facility and the financing parties in Licensee's sole discretion. The transaction costs and repayment of any such Licensee financing shall be borne entirely by Licensee.

a) Licensee may assign and transfer as security to any Lender all of the interest, rights and remedies of Licensee in, to and with respect to this Agreement or with respect to the Solar Power Facility. Such security may be the granting of a first priority or purchase money security interest (a "Security Interest") in the Solar Power Facility that will be perfected by a filing under the Uniform Commercial Code as adopted in the State of _____. Licensor consents to such filings.

b) Licensor shall place its successors and assigns on notice of the ownership of the Solar Power Facility by Licensee and the interest of any Lender therein, the existence of the Security Interest, and the fact that the Solar Power Facility is not part of the Property or a fixture thereof, as necessary and appropriate to avoid confusion or adverse claims.

c) Licensor shall provide all reasonable assistance to Licensee to help Licensee consummate financing of the Solar Power Facility by any Lender. Licensor shall use its best efforts to obtain any lien waivers, execution of commercial law forms and other documents (including customary consents and estoppels) as reasonably needed by Licensee or any Lender to secure such Lender's collateral position in the Solar Power Facility or in Licensee's rights under this Agreement.

d) Licensee may authorize and empower the Lender to assert, either directly or on behalf of the assigning party, any claims that Licensee may have against Licensor under this Agreement and make, constitute, and appoint the Lender as the true and lawful attorney and agent-in-fact of Licensee for the purpose of enabling the Lender to assert and collect such claims.

e) Upon any acquisition of Licensee's rights by a Lender or an operator designated pursuant to the provisions of any Licensee financing agreement, Licensor shall accept such Lender or designated operator in place of Licensee for all purposes under or in connection with this Agreement for the remainder of the Term.

ARTICLE 15
WAIVER

The failure of a Party to insist, in any one or more instances, upon strict performance of any covenants or agreements of this License, or to exercise any option of such Party herein contained, shall not be construed as a waiver or relinquishment of any right or remedy of such Party hereunder and shall not be deemed a waiver of any subsequent breach or default by the other Party of the covenants

or conditions herein. No waiver by a Party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party.

ARTICLE 16
SUBORDINATION AND NONDISTURBANCE; ESTOPPEL CERTIFICATE

16.1 Subordination. Subject to the conditions in Article 16.2 below, (a) all rights and interests of Licensee hereunder are and shall be and remain subject and subordinate to all mortgages, trust deeds, ground Licenses, or security instruments (each of which shall be referred to herein as a "Security Instrument"), heretofore or hereafter given and encumbering the Property, or any part thereof, and to all renewals, modifications, consolidations, replacements, and extensions of any such Security Instrument. If the holder of a Security Instrument or any Person agreeing to make a loan secured by a Security Instrument on the Property shall require confirmation of any subordination for which provision is herein made or a separate subordination agreement with respect to any transaction, Licensee shall execute such confirmation or subordination agreement in a form reasonably acceptable to Licensee, subject to Article 16.2 below. In the event any proceedings are brought for foreclosure of, or in the event of the exercise of any power of sale under, any Security Instrument, Licensee shall attorn to the Security Instrument holder or purchaser upon any such foreclosure or sale and recognize such holder or purchaser as Licensor under this License.

16.2 Nondisturbance. Notwithstanding the provisions of Article 16.1, Licensee's subordination and attornment agreements in this Article 16 with respect to any Security Instrument are expressly conditioned on Licensee's receipt of a Nondisturbance agreement in form and substance reasonably acceptable to Licensee, which Nondisturbance agreement shall provide that, during the Term and so long as this License is in effect, and notwithstanding any foreclosure under the Security Instrument or deed in lieu of foreclosure, Licensee's rights to peaceful occupation and possession of the Premises in accordance with the provisions of this License, and all of Licensee's rights and privileges in this License, shall not be disturbed during the Term.

16.3 Estoppel Certificates. Either Party shall provide to the other, within ten (10) business days of written request from the requesting Party, an estoppel certificate in form reasonably satisfactory to the requesting Party certifying that this License is unmodified and in full force and effect or that this License is in full force and effect as modified, with the modifications being stated. Such estoppel certificates shall also state (a) the amount of monthly rent, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent, if any, (b) that the Party requesting the estoppel certificate is not in default under the License, or if such Party is in default, the specific nature of such default, and (c) any other factual matters as may be reasonably requested by the requesting Party.

ARTICLE 17
CERTAIN COVENANTS AND REPRESENTATIONS

17.1 Covenants of Licensor. Licensor represents and warrants to Licensee that: (a) Licensor owns title to the Premises in fee simple and that the Premises is free from any and all liens, claims, encumbrances and commitments to third parties that, in each case, would reasonably interfere with Licensee's intended use and enjoyment of the Premises or Licensee's other rights hereunder; (b) Licensor has not used, stored, handled or disposed of Hazardous Materials on or about the Property and, to Licensor's knowledge, no prior owner of the Property or any licensee, sublicensee, prior licensee or prior sublicensee have used, stored, handled or disposed of Hazardous Materials on or about the Property; and (c) Licensor has the power and authority to execute and deliver this Agreement and to perform all of the obligations to be performed by Licensor hereunder.

17.2 Solar Easement. Licensor hereby agrees, for itself, its agents, employees, representatives, successors and assigns, that it will not initiate or conduct activities that it knows or reasonably should know may damage, impair or otherwise adversely affect the Solar Power Facilities or their functions, including, without limitation, activities that may adversely affect the Solar Power Facilities' exposure to sunlight. Licensor further covenants for itself, its agents, employees, representatives, successors and assigns that it will not (i) materially interfere with or prohibit the free and complete use and enjoyment by Licensee of its rights granted under this License; (ii) take any action which will materially interfere with the availability and accessibility of solar radiation over and above the Premises; (ii) take any action that will or may materially interfere with the transmission of electric, electromagnetic or other forms of energy to or from the Premises; (iii) take any action that may impair Licensee's access to the Premises for the purposes specified in this License; (iv) plant or maintain any vegetation or erect or maintain any structure which will, during daylight, cast a shadow on the Solar Power Facilities; or (v) take any action that may impair Licensee's access to any portion of the Solar Power Facilities.

17.3 Licensee Rights to Electricity and Environmental Attributes. Licensor acknowledges that Licensee or its affiliate or transferee is the exclusive owner of electricity (kWh) generated by the Solar Power Facility and of the environmental attributes and environmental incentives of and arising from the Solar Power Facility. Without the express written consent of Licensee, Licensor shall not make or publish any statement or notice regarding any environmental incentive relating to the Solar Power Facility or any

environmental attribute of the Solar Power Facility or the energy output from the Solar Power Facility.

17.4 **No Liens or Hazardous Materials**. Licensor represents and warrants to Licensee that there are no liens, security interests or other encumbrances on the Property. Licensor covenants to Licensee that it will not cause, create, incur, assume, permit or suffer to exist any liens, security interests or other encumbrances on the Property. Licensor represents and warrants to Licensee that, Licensor has not used, stored, handled or disposed of Hazardous Materials on or about the Property and, to Licensor's knowledge, no prior owner of the Property or any Licensee, sublicensee, prior Licensee or prior sublicensee have used, stored, handled or disposed of Hazardous Materials on or about the Property.

ARTICLE 18
OWNERSHIP OF AND TITLE TO SOLAR POWER FACILITIES

18.1 **Ownership of Solar Power Facilities**. Notwithstanding any Solar Power Facility's presence on the Premises or Property and method of attachment thereto, Licensee shall at all times retain title to and be the legal and beneficial owner of such Solar Power Facility and all alterations, additions or improvements made thereto and replacements thereof by Licensee, and such Solar Power Facility shall remain the property of Licensee or Licensee's assigns. Licensee shall be entitled to, and is hereby authorized to, file one or more precautionary financing statements or fixture filings in such jurisdictions as it deems appropriate with respect to any Solar Power Facility in order to protect its rights in such Solar Power Facility. In no event shall anyone claiming by, through, or under Licensor (including to any present or future mortgagee of the Property) have any rights in or to any Solar Power Facility at any time. Licensor acknowledges and agrees that Licensee may be required to grant or cause to be granted to a lender a security interest in any Solar Power Facility and Licensor expressly disclaims and waives any rights it may have in such Solar Power Facility, at any time and from time to time, pursuant to this License, at law or in equity.

18.2 **Tax Purposes**. The Parties specifically acknowledge and agree that Licensee shall be the owner of each Solar Power Facility for federal income tax purposes, and in that connection, shall be entitled to the depreciation deductions associated with each Solar Power Facility as well as any tax credits or other tax benefits to which such owner may be entitled.

18.3 **Liens**. Notwithstanding any Solar Power Facility's presence on the Property and method of attachment thereto, Licensor shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim on or with respect to such Solar Power Facility or any interest therein. Licensor also shall pay promptly before a fine or penalty may attach to any Solar Power Facility any taxes, charges or fees of whatever type of any relevant governmental authority for which Licensor is responsible. If Licensor breaches its obligations under this Article 18.3, it shall immediately notify Licensee in writing, shall promptly cause such liens to be discharged and released of record without cost to Licensee, and shall indemnify Licensee against all costs and expenses (including Attorneys' Fees) incurred in discharging and releasing such liens or resulting from the enforcement of such liens.

ARTICLE 19
DEFAULT AND REMEDIES

19.1 **Default**. Each of the following shall constitute an "Event of Default**"** under this License: the failure to make, within fifteen (15) days of the date when due, any payment required under this License; the failure of any Party to fulfill any material obligations under this License within thirty (30) days of receipt of notice from the other Party, provided that such period may be extended by an additional thirty (30) days if such cure reasonably requires such an extension and the cure is commenced within the original thirty (30) day period; the commencement of bankruptcy proceedings against a Party.

19.2 **Remedies**. If any Event of Default has occurred and is continuing, the non-defaulting party shall have the option to a) terminate this License and seek all remedies available under applicable Laws or equity, or b) perform such defaulting party's duty or obligation on the defaulting party's behalf (with the costs of such performance by the non-defaulting party due and payable by the defaulting party).

19.3 **Notices**. All notices, requests, demands, invoices or other communications given, delivered or made under this License shall be in writing and will be delivered by personal delivery, registered or certified mail, in each case, return receipt requested and postage prepaid, or nationally recognized overnight courier, to the address for notices set forth on the signature pages hereto. Such notice shall be deemed received upon receipt as indicated by the date on the signed receipt. A Party may change the address shown on its signature page hereto upon ten (10) days' prior written notice given in accordance with this paragraph.

ARTICLE 20
MISCELLANEOUS

20.1 **Amendments**. Changes in or additions to this License may only be by a writing executed by each of the Parties.

20.2 **Brokerage Commissions**. Licensor and Licensee have dealt directly as principals and neither Party has knowledge of any brokerage commission claimed or payable as a result of the execution of this License. Each Party hereby agrees to indemnify, defend and hold harmless the other Party from and against claims for brokerage commissions asserted by any third party as a result of actions by the indemnifying Party claimed to give rise to brokerage commissions payable as a result of the execution of this License, which indemnification shall survive the expiration or earlier termination of this License.

20.3 **Governing Law**. This License shall be deemed a contract made under the laws of the State of _____ and, together with the rights and obligations of the Parties hereunder, shall be construed under and governed by the laws of such State without reference to its principles of conflicts of laws.

20.4 **Confidentiality**. If any Party provides confidential information, including, without limitation, information such as business plans, strategies, financial information, patented, licensed, copyrighted or trademarked information or technical information regarding the design, operation and maintenance of the Solar Power Facility or their business (collectively, "Confidential Information") to the other Party, or, if in the course of negotiating or performing this Agreement a Party learns Confidential Information from another Party, the receiving Party shall (a) not disclose such Confidential Information, or the terms and conditions of this Agreement, to any third party without the express written agreement of the disclosing Party; (b) protect the Confidential Information from disclosure to third parties with the same degree of care given to its own confidential and proprietary information; and (c) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement. Notwithstanding the foregoing, a Party may provide such Confidential Information to its officers, directors, members, manager, employees, agents, counsel, contractors, consultants, affiliates, Lenders and potential assignees of this Agreement, provided that the same are bound by a professional duty or written agreement restricting use and disclosure of Confidential Information, in each case, whose access is reasonably necessary to the negotiation and performance of this Agreement. Confidential Information does not include information (1) that is publicly available; (2) that is obtained from a third party not under a restriction of disclosure; or (3) that is independently developed by the receiving Party without reliance on, use of, or reference to the Confidential Information. A Party may disclose information that they are legally required to disclose, provided that they give (to the extent legally permissible) prompt advance written notice of such disclosure so that the disclosing Party may contest the need for disclosure and/or protection of the information with the appropriate requesting entity.

20.5 **Choice of Forum**. Each Party irrevocably and unconditionally: (a) agrees that any suit, action, or other legal proceeding arising out of this License shall be brought in the federal or state courts located in the State of _____; (b) consents to the jurisdiction of any such court or arbitration panel in any such suit, action or proceeding; and (c) waives any objection which such Party may have to the laying of venue of any such suit, action, or proceeding.

20.6 **Waiver of Jury Trial**. The Parties hereby knowingly, voluntarily, and intentionally waive any rights they may have to a jury trial in respect of any litigation based hereon or arising out of, under, or in connection with this License, or any course of conduct, course of dealing, statements (whether oral or written), or actions of the Parties with respect hereto.

20.7 **Integration**. This License constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements between the Parties with respect to the subject matter hereof.

20.8 **Severability**. The invalidity or unenforceability of any provision of this License shall in no way affect the validity or enforceability of any other provision.

20.9 **Survival of Provisions**. Any obligation of the Parties relating to monies owed, limitations on liability, indemnity and actions, and confidentiality, shall survive termination or expiration of this License.

20.10 **No Third-Party Beneficiaries**. Nothing in this License shall provide any benefit to any third party (other than the Lender) or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this License shall not be construed as a third-party beneficiary contract.

20.11 **Relationship of Parties**. This License is not intended, and shall not be construed, to create any association, joint venture, partnership or agency relationship between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as, or be an agent or representative of, or otherwise bind, the other Party.

20.12 **Interpretation**. In this License:

a) The captions and Article headings used herein are for convenience and reference only and shall not have any effect on the construction of this License;

b) All pronouns as used in this License shall be deemed to refer to the singular, plural, masculine, feminine and neuter genders as the context requires or permits;

c) The terms "hereof," "herein," "hereto," "hereunder" and words of similar or like import refer to this entire License and not any particular Article, Exhibit or other subdivision of this License;

d) Unless otherwise provided, references to a particular "Article," or "Exhibit" are references to that Article or Exhibit of this License;

e) The words "include," "includes" and "including" shall be deemed to be followed by "without limitation" or "but not limited to."

f) All capitalized terms used but not defined in any Exhibit shall have the meaning set forth in this License.

20.13 **Counterparts**. This License may be executed in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute but one and the same agreement. Signatures delivered electronically by .pdf or facsimile shall be binding for all purposes hereof. Upon the request of Licensee, Licensor agrees to deliver to Licensee, to have and to hold and to facilitate Licensee's obtaining title insurance for the licensed Premises created by this License, an original of this License signed by Licensor with pen and blue ink.

20.14 **Joint Preparation**. This License has been negotiated by all Parties hereto with the assistance and input of their respective attorneys, and therefore no ambiguity herein shall be construed for or against any Party based upon the identity of the author of this License or any portion hereof.

20.15 **Time of Essence.** Time is of the essence of this License.

20.16 **Force Majeure.** Neither Party shall be deemed to be in breach of this License and no default shall be deemed to occur under this License to the extent that such Party's delay or failure in the performance of its obligations under this License (other than the obligation to pay money) is due to an event of Force Majeure. The Party claiming an event of Force Majeure shall: (a) give the other Party reasonably prompt written notice describing the particulars of the occurrence; (b) suspend performance for no greater scope and no longer duration than is required by the event of Force Majeure; (c) use its reasonable commercial efforts to remedy its inability to perform; and (d) when able to resume performance of its obligations under this License, give the other Party written notice to that effect.

20.17 **Memorandum of Agreement.** The Parties agree that this License is not intended by them to be recorded. Upon request by Licensor or Licensee, the other Party shall execute a Memorandum of Agreement meeting the requirements of The County of _____which Memorandum of Agreement shall be recorded by the requesting Party in the public records at the requesting Party's expense.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this License on the day and year first above written.

Licensor:

_____

By: _____
Name: _____
Title: _____

Address for Notice Purposes:

_____
_____
_____
Attn: _____

Licensee:

_____

By: _____
Name:
Title: Authorized Signatory

Address for notice purposes:

_____
_____
_____
Attn: _____

EXHIBIT A
DESCRIPTION OF THE PROPERTY

EXHIBIT B
DESCRIPTION OF THE PREMISES

EXHIBIT C
MAP OF LAYDOWN AREA

EXHIBIT D
INSURANCE REQUIREMENTS

1. Licensee shall obtain, maintain and keep in force during the Term, including any extension thereof, at least the following types and amounts of insurance:
   a. Property insurance on the System for the replacement cost thereof subject to sublimits in accordance with industry practice;
   b. Commercial general liability insurance with coverage of at least $1,000,000 per occurrence and $2,000,000 annual aggregate;
   c. Employer's liability insurance with coverage of at least $1,000,000;
   d. Workers' compensation insurance as required by Applicable Law, but in no event less than $1,000,000; and
   e. Umbrella or excess liability insurance with a limit of $5,000,000 per occurrence and in the annual aggregate in excess of the limits of insurance provided in clauses (a) through (d) immediately above.
2. Licensor shall obtain, maintain and keep in force during the Term, including any extension thereof (unless some other period of coverage is specified herein), at least the following types and amounts of insurance:
   a. Property insurance on the Property covering "All Risks" perils in an amount equal to the full replacement cost of the Property;
   b. Commercial general liability insurance for the Property with coverage of at least $1,000,000 per occurrence and $2,000,000 annual aggregate;
   c. Employers' liability insurance with coverage of at least $1,000,000;
   d. Workers' compensation insurance as required by Applicable Law, but in no event less than $1,000,000;
   e. Umbrella or excess liability insurance with a limit of $5,000,000 per occurrence and in the annual aggregate in excess of the limits of insurance provided in clauses (a) through (d) immediately above.
3. Each of the policies of insurance maintained by Licensee and Licensor in accordance with the foregoing provisions shall be occurrence rather than claims-made policies. Each Party shall name the other as an additional insured on its commercial general liability policy. The insurance shall not contain any endorsements, or any other form designed to limit and restrict any action by an additional insured against the insurance coverage in regard to the obligations of the insured Party hereunder and otherwise consistent with this Agreement.
4. Licensee shall deliver to Licensor and Licensor shall deliver to Licensee certificates of insurance evidencing the existence of insurance required hereunder. The certificates of insurance shall identify Licensor and Licensee as additional insureds on their respective commercial general liability policies.
5. All Insurance policies maintained by Licensee and Licensor pursuant to this Exhibit D (*Insurance Requirements*) shall expressly waive any right on the part of any insurer to assert any claims against Licensor, in the case of Licensee policies, and against Licensee, in the case of Licensor policies. The Parties agree that all policies will include such waiver of subrogation clause or endorsement.
6. Licensor hereby waives and releases any and all rights of action for negligence against Licensee which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by Licensor.

Exhibit 7
Form of Memorandum of Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Onyx Asset Services Group LLC
Attn: Legal Department
230 Park Avenue, Suite 845
New York, NY 10169
Phone: 646-217-0713

(Space Above for Recorder's Use Only)

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("***Memorandum***") is made and entered into as of [_____], 2019 (the "**Effective Date**"), by and between [_____], a Delaware limited liability company ("[_____]" and each of its successors and assigns, the "***Provider***") and [_____], a [_____] (together with its successors and assigns, "***Licensor***") (each, a "***Party***" and collectively, the "***Parties***").

RECITALS

A. [_____] (as assignee of [_____]) and Licensor entered into that certain Power Purchase Agreement, dated as of [_____] (as further as amended, restated, supplemented and otherwise modified from time to time, the "***Agreements***") with respect to the purchase and sale of energy from photovoltaic electricity generation systems (including, but not limited to, solar panels, racking, inverters and wiring) installed or to be installed on commercial properties at the site referred to in Schedule A attached, as more particularly described in the Agreements (the "***Systems***").

B. In connection with the Agreements, Licensor granted Provider a site license (the "***License***") to locate the Systems on real property described more particularly in the Agreements. The Parties desire to enter into this Memorandum for the purpose of recording a document in the [_____] Clerk's Office which will provide public notice of the existence, and certain terms and conditions, of the License.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Provider and Licensor hereby agree as follows:

1. **Definitions**. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreements.

2. **Term Commencement Date**. The Parties agree the term of the License commenced on the date of the Agreements, and shall run coterminous with the Agreements, [_____] (X) years from the date of commercial operation, including any renewal terms, as provided for in the Agreements.

3. **Each System as Personal Property of Provider** The Parties agree and acknowledge that (a) the Licensor has granted the Provider a License to build and operate the Systems on the real property described on Schedule B attached hereto and incorporated by this reference herein (the "***Site***") and (b) each of the Systems is and will at all times be personal property of **Provider** as defined under Article 9 of the Uniform Commercial Code, and shall not be deemed attached to, a fixture of or to, or an accession or part of, the Premises.

4. **Grant of License, Easements and Access**. The Parties agree that the Agreements provide, together

with the License for the System, access rights to the Provider to access the System, ingress and egress and easements required for utility access.

5. **Notice**. This Memorandum is prepared for the purpose of giving notice of certain terms and conditions of the Agreements and does not modify the express provisions of the Agreements.

6. **Successors and Assigns**. Licensor and Provider intend that the covenants, conditions and restrictions contained in the Agreements shall be binding on their respective successors and assigns and that the benefits of this Memorandum shall inure to all future owners of the System on the Site, including any financing party that has a security interest in the System or that acquires ownership of the System in connection with such security interest (or its transferees).

7. **Counterparts**. This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, this Memorandum has been executed as of the date first written above.

PROVIDER:

[_____]

By: _____
Name: [_____]
Title: [_____]

State of [_____])
) ss.:
County of [_____])

On the ___ day of _____ in the year 2019 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
NOTARY PUBLIC

Printed Name:_____
My Commission Expires:_____

LICENSOR:

[_____]

By: _____
Name: _____
Title: _____

State of [_____])
) ss.:
County of [_____])

On the ___ day of _____ in the year 2019 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
NOTARY PUBLIC

Printed Name:_____
My Commission Expires:_____

SCHEDULE A

	Name	Commercial Operation Date	End of License Term
1	[_____]	[_____]	[_____]

SCHEDULE B

[_____]
[_____]

LEGAL DESCRIPTION

Exhibit 8
Form of Subordination, Non-Disturbance and Attornment Agreement

Prepared and Recording Requested
by, and after Recording Return to:

Onyx Asset Services Group LLC
Attn: Legal Department
230 Park Avenue, Suite 845
New York, NY 10169

(a) SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement"), is made as of the ____ day of _____, 20__, by and among _____, a _____ _____ _____, whose address is _____, _____, _____ _____ ("Licensor"), _____, whose address is _____, _____, _____ _____ ("Lender") and _____, a _____ _____ _____, whose address is _____, _____, _____ ____ ("Licensee"). Licensor, Lender and Licensee are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. Lender is the sole current beneficiary under that certain deed of trust dated _____, 20__, among Licensor as trustor, Lender as beneficiary, and _____, a _____ _____, as trustee, which was recorded on _____ __, ____ in the real property records of the _____ *[insert name of land title office]* as _____ # _____ *[insert Doc or Instrument and number]* (as may be hereafter further amended or modified, collectively, the "Deed of Trust"), by which Licensor encumbered and created a lien over certain real property owned by Licensor, *inter alia*, the real property located in the County of _____, State of _____, known as _____, _____, _____ ____, and as more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Property") as security for the obligations of Licensor to Lender described in the Deed of Trust (the "Obligations");

B. Licensor and Licensee executed a Memorandum of Agreement dated as of _____ __, 20__, which was recorded in the _____ *[insert name of land title office]* as _____ # _____ *[insert Doc or Instrument and number]*, to provide constructive notice that Licensor and Licensee are parties to certain solar power and service agreement more particularly described therein (together with all amendments, substitutions, replacements and renewals thereto from time to time, collectively the "SPSA"), and pursuant to which Licensor granted a license for Licensee to access and use, among other lands owned by Licensor, a portion of the Property, as such portion is more particularly described on **Exhibit B** attached hereto and made a part hereof (the "Licensed Premises"), to construct, operate and maintain a _____-mounted solar electric generation system (the "System") to serve and interconnect into the building electrical System at Licensor's _____ building or facilities located on or near the Property [at is _____, _____, _____ _____ *insert if address of POI and/or load is different from the Property*];

C. Licensee is the owner and title holder to certain tangible and intangible assets, permits, improvements, property rights and contract rights used for the construction, operation and maintenance (including repair or replacement) of the System as more particularly described in the SPSA (together with the System, the "System Assets");

E. Licensee wishes to obtain from Lender certain assurances that Licensee's and Licensor's respective rights under the SPSA will not (subject to this Agreement) be disturbed by reason of enforcement of the Deed of Trust covering the Property; and

F. Lender is willing to provide such assurances to Licensee upon and subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants, agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **LICENSE CONSENT.** Lender hereby consents to Licensor's having entered into the SPSA and granted the use and access licenses therein.

2. **SUBORDINATION.** Licensee agrees that, subject to the terms of this Agreement, the SPSA is made, and shall continue hereafter, to be subordinate to the lien of the Deed of Trust, as the same may be modified or amended from time-to-time; *provided, however*, no such modification shall diminish Licensee's rights or increase Licensee's obligations under the SPSA or this Agreement. Notwithstanding anything to the contrary provided herein, this Agreement shall not affect or subordinate any of the terms or provisions of the Deed of Trust and the first priority lien of the Deed of Trust shall remain unaffected with respect to Licensor's ownership interest in the Property, including the Licensed Premises.

3. **NON-DISTURBANCE.** Lender agrees that so long as the SPSA shall be in full force and effect, and so long as Licensee complies with the provisions of this Agreement and shall not be in default under the SPSA beyond any applicable notice and cure period:

(a) Licensee shall not be named or joined as a party or otherwise in any suit, action or proceeding for the foreclosure of the Deed of Trust or to enforce any rights under the Deed of Trust, or any of the Obligations secured thereby, except to the extent required by applicable law;

(b) The use by Licensee of the Licensed Premises and Licensee's rights to maintain and operate the System thereon shall not be disturbed, affected or impaired, nor will the SPSA or the term thereof, including any extensions or renewals thereof ("License Term"), be terminated or otherwise affected in any manner, including, without limitation, by:

(i) any suit, action or proceeding brought upon the Deed of Trust, bond, note or other Obligations secured thereby, or for the foreclosure of the Deed of Trust or the exercise or enforcement of any rights of Lender under the Deed of Trust, any other documents or as a matter of law or equity, including, without limitation, bankruptcy law, or by any judicial sale, execution, or other sale or conveyance of the Licensed Premises or the Property by Licensor or its successor in interest or title after foreclosure, or any deed given to Lender, whether in lieu of foreclosure or otherwise (all of the foregoing, collectively, "Sale or Proceeding"); or

(ii) any default under the Deed of Trust, bond, note or other Obligations secured thereby.

(c) All condemnation awards and insurance proceeds paid or payable with respect to the System shall be applied and paid in the manner set forth in the SPSA, and Lender hereby recognizes the System as Licensee's personal property and waives any and all claims, rights or liens on or in the System, no matter how arising, including without limitation, all statutory and common law liens or security interests.

4. **ATTORNMENT**. If Lender or any purchaser or transferee shall become the owner of or acquire the right to possession of the Licensed Premises or the Property by reason of any sale or proceeding (a "Transferee"), then in any such event, the SPSA shall continue in full force and effect, without the necessity of executing any new agreement, upon all of the same terms and conditions contained in the SPSA and this Agreement, and in such event:

(a) Licensee shall be bound to Lender or Transferee under all the terms and conditions of the SPSA for the remainder of the License Term and Licensee hereby agrees to attorn to and to recognize Lender or Transferee as "licensor" under the SPSA, such attornment to be effective and self-operative without the execution of any further instrument;

(b) The respective rights and obligations of Licensee and Lender or Transferee upon such attornment will, to the extent of the then remaining balance of the License Term, be the same as now set forth therein;

(c) Lender agrees that Lender or Transferee, as applicable, will assume and perform the obligations to be performed under the SPSA; and

(d) Licensee's obligations hereunder shall be effective only so long as Lender or Transferee is bound to any obligations hereunder.

5. **NO LIABILITY**. Notwithstanding anything to the contrary contained herein or in the SPSA, it is specifically understood and agreed that neither the Lender nor any Transferee shall be:

(b) liable for any act, omission, negligence or default of any prior licensor (including Licensor);

(c) subject to any claims or defenses which Licensee may have against any prior licensor (including Licensor);

(d) subject to any offsets or credits which Licensee may have against any prior licensor (including Licensor);

(e) bound by any amendment, renewal, extension or modification of the SPSA made without its consent, to the extent the same materially increases Licensor's obligations or shortens the term of the SPSA; *provided, however*, notwithstanding the foregoing, no consent of Lender or such Transferee shall be required for any amendment, renewal, extension or modification that relates to an amendment, renewal, extension or modification specifically provided for in the SPSA; or

(f) bound by any provisions of the SPSA regarding commencement or completion of construction of the Licensed Premises or any warranties related to such construction.

Notwithstanding the foregoing, Licensee reserves its right to any and all claims or causes of action (i) against any prior licensor (including Licensor) for prior losses or damages and (ii) against Lender or Transferee for losses or damages arising from and after the date that Lender or Transferee takes title to the Property.

6. DEFAULT NOTICE TO LENDER. Licensee will notify Lender simultaneously with notice to Licensor of any default by Licensor, which would give Licensee the right to terminate the SPSA. However, failure to give notice to Lender shall in no way whatsoever alter or affect Licensee's rights and remedies for any defaults by Licensor and shall not subject Licensee to any claims by Lender. Licensee agrees that Lender shall have the right to cure Licensor' default. However, notwithstanding anything herein to the contrary, Lender shall have no greater period of time than that given to Licensor under the SPSA to cure such default.

7. LICENSEE'S PROPERTY. Neither the Deed of Trust nor any other deed of trust or mortgage executed in connection therewith shall encumber or be construed as subjecting in any manner to the lien thereof, any of the System Assets at any time furnished or installed by or for Licensee at the Licensed Premises regardless of the manner or mode of attachment thereof.

8. NOTICES. Any notices or communications permitted or required to be given under this Agreement shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid, or by FedEx or other overnight courier service, addressed as follows, or to such other address or persons as any Party may designate by notice in the manner set forth herein:

(a) if to Lender, at the address of Lender as hereinabove set forth;

(b) if to Licensor, at the address of Licensor as hereinabove set forth; and

(c) if to Licensee, at the address of Licensee as hereinabove set forth.

All notices given in accordance with the provisions of this Section shall be effective upon receipt (or refusal of receipt) at the address of the addressee.

9. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon and enforceable by the Parties hereto, any sublessees, licensees and any Transferee and any of their respective heirs, executors, personal representatives, successors and assigns. The term "Lender" as used herein shall be deemed to include Lender, any holders of the Deed of Trust, including but not limited to any Transferee, and any of their respective heirs, executors, representatives, successors and assigns, *provided, however*, that in the event of the assignment or transfer of the interest of Lender, all obligations and liabilities of Lender under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Lender's interest is assigned or transferred.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement among the Parties with respect to the subject matter hereof, superseding any prior agreements and representations of the Parties with respect to the subject matter hereof, and cannot be changed, modified, waived or canceled except by an agreement in writing executed by the Party against whom enforcement of such modification, change, waiver or cancellation is sought.

11. EFFECTIVE DATE. The effective date of this Agreement will be the date of execution by the last Party to sign this Agreement, *provided* an executed copy of this Agreement is thereafter delivered to all other Parties to this Agreement.

12. RECORDING. This Agreement shall be recorded in the real property records of the _____ of _____ , State of _____ [*insert city, town or county within the state that maintains land records for the Property*]. This Agreement, all the terms, covenants, conditions and restrictions herein contained, and the licenses to use and access the Licensed Premises under the SPSA, are

intended to run and shall run with and bind all lands, the Licensed Premises and the Property (including the improvements thereon) affected hereby.

13. **SEVERABILITY.** In the event any term or provision of this Agreement shall be declared invalid, void or unenforceable it shall not affect the validity of any other term and provision hereof, all which shall remain valid, binding and enforceable.

14. **COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which together shall constitute one document.

15. **INTERPRETATION.** Captions and headings of sections shall not be deemed to affect the meaning of any provisions of this Agreement. Capitalized terms used herein and not defined herein shall have the meaning set forth in the SPSA.

IN WITNESS WHEREOF, the Parties have executed this Subordination, Non-Disturbance and Attornment Agreement as of the date set forth above.

[SIGNATURES ON FOLLOWING PAGES]

"**Licensor**"

ATTESTED: [_____]

_____
Witness:

By: _____
Name: _____
Title: _____

_____
Witness:

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF)
) ss:
COUNTY OF)

On _____, 20__ before me, _____,
(here insert name and title of the notarizing officer)
personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

"**Licensee**"

ATTESTED:

[_____],
a _____

_____
Witness:

By: _____
Name: _____
Title: _____

_____
Witness:

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF)
) ss:
COUNTY OF)

On the ____ day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual(s) or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

"**Lender**"

ATTESTED: [_____]

_____
Witness:

By: _____
Name: _____
Title: _____

_____
Witness:

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF)
) ss:
COUNTY OF)

On _____, 20__ before me, _____,
(here insert name and title of the notarizing officer)
personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B

LEGAL DESCRIPTION OF PREMISES

WILMETTE PARK DISTRICT
RESOLUTION NO. 2023-R-1

A RESOLUTION RATIFYING AND APPROVING THE EMERGENCY EXPENDITURE OF FUNDS WITHOUT COMPETITIVE BIDDING FOR THE PURCHASE OF A NEW VEHICLE

WHEREAS, the Wilmette Park District ("Park District") owns, operates, and maintains a fleet of vehicles, and, to help ensure the quality and safety of said vehicles, schedules replacement of vehicles that have reached the end of their expected useful life for Park District operations; and

WHEREAS, after reviewing the current vehicle replacement schedule as well as assessing the Park District's current needs, Park District staff recommends purchasing a 2022 E-Transit-350 Cargo RWD Low Roof Van 148" WB Base to replace a similar fleet vehicle; and

WHEREAS, the Park District typically utilizes the State of Illinois' Joint Purchasing Program or other authorized joint purchasing cooperatives for vehicle purchases; and

WHEREAS, the State of Illinois and other joint purchasing cooperatives have delayed releasing 2023 vehicle pricing on multiple occasions and/or cancelled existing orders due to unexpected price increases and market instability caused by the ongoing COVID-19 pandemic and supply chain related issues, among other reasons; and

WHEREAS, the Park District also learned that the ongoing impacts to pricing, production, and vehicle order lead time is impacting local dealers inventory and the ability to fulfill preorders in a timely fashion; and

WHEREAS, these ongoing supply side issues and the lack of a viable joint purchasing option do not allow sufficient time to follow the traditional bid process without jeopardizing the Park District's ability to obtain replacement fleet vehicles for its ongoing operations; and

WHEREAS, Section 8-1(c) of the Park District Code (70 ILCS 1205/8-1(c)) authorizes the Park District to contract for an emergency expenditure without competitive bidding upon the approval of ¾ of the members of the Park District's Board of Park Commissioners ("Park Board"); and

WHEREAS, Park District staff obtained a price quote from a local dealer, Curry Motors, in the total amount of $56,120.00, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, and said quote is several thousand dollars cheaper than a comparable quote from a contract available through a national joint purchasing cooperative.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Park Commissioners of the Wilmette Park District, Cook County, Illinois, as follows:

Section 1. The Park Board finds that the recitals contained in the preamble to this Resolution are true and correct and does hereby incorporate them in this Resolution by this reference as though fully set forth herein.

Section 2. The Park Board finds and declares that the timely acquisition and purchase of a replacement vehicle to ensure continuity of Park District's ongoing obligations requires an emergency

expenditure of funds excusing the competitive bidding requirements set forth in Section 8-1(c) of the Park District Code (70 ILCS 1205/8-1(c)).

Section 3. The Park Board hereby ratifies, authorizes, and approves the issuance of a purchase order to, and/or the negotiation and execution of a contract with Curry Motors for the purchase and delivery of a new 2022 E-Transit-350 Cargo RWD Low Roof Van 148" WB Base in the total not to exceed amount of $56,120.00.

Section 4. This Resolution shall be in full force and effect from and after its adoption as provided by law.

Adopted this 9th day of January, 2023, by roll call vote of not less than ¾ of the members of the Park Board as follows:

Ayes:_____

Nays:_____

Absent:_____

Abstain:_____

_____
President, Board of Park Commissioners

ATTEST:

_____
Secretary, Board of Park Commissioners

SECRETARY'S CERTIFICATE

I, the undersigned, do hereby certify that I am Secretary of the Board of Park Commissioners of the Wilmette Park District, Cook County, Illinois, and as such official, I am keeper of the records, ordinances, files and seal of said Park District; and,

I hereby certify that the foregoing instrument is a true and correct copy of the

A RESOLUTION RATIFYING AND APPROVING THE EMERGENCY EXPENDITURE OF FUNDS WITHOUT COMPETITIVE BIDDING FOR THE PURCHASE OF A NEW VEHICLE

adopted at a duly called Regular Meeting of the Board of Park Commissioners of the Wilmette Park District, held in Wilmette, Illinois, in said District at 7:30 p.m. on the 9th day of January, 2023.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution 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 of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Wilmette Park District in Wilmette, Illinois this 9th day of January, 2023.

_____

Secretary, Board of Park Commissioners
Wilmette Park District

[SEAL]

Memorandum

Date: January 9th, 2023

To: Board of Commissioners

From: Kristi Solberg

Cc: Steve Wilson

Re: January Board Report

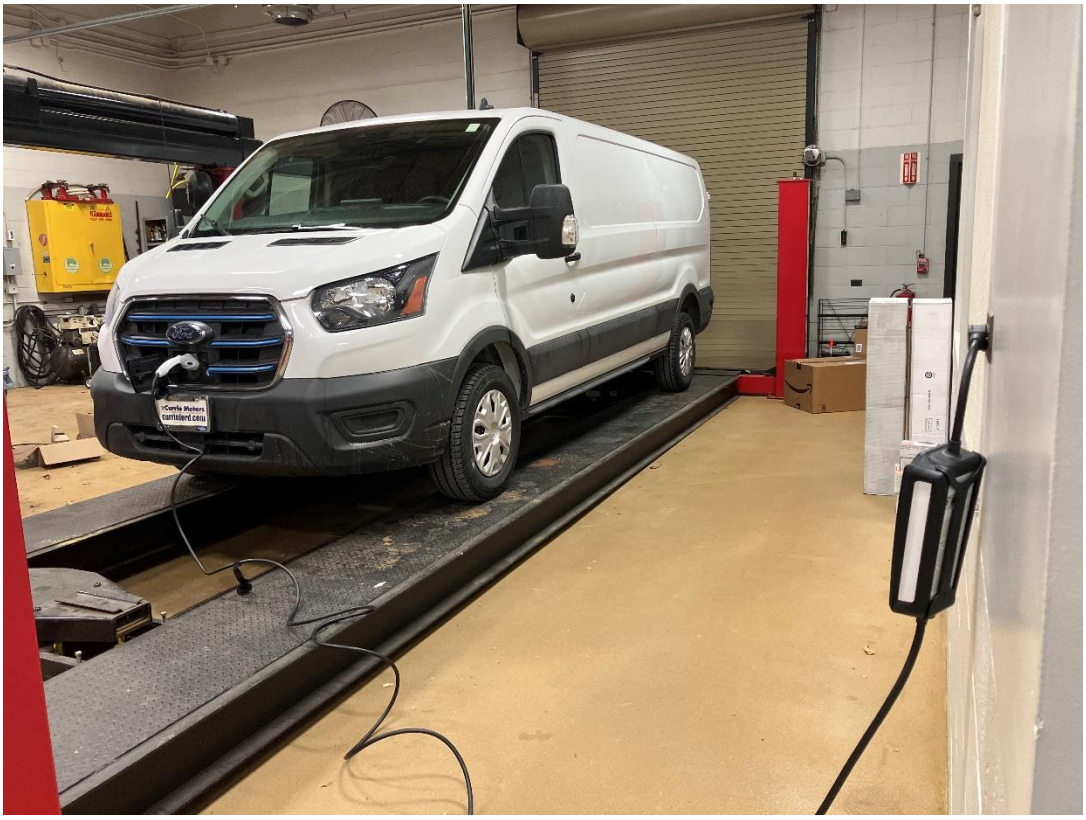
Parks and Planning

Community Playfields bathroom-Site restoration will resume in the spring and the bathroom will open in April when the portable units are delivered to our Parks.

Keay Nature-Site restoration will resume in the spring. Park staff are working on the nature bump outs. They are adding wood chips and placing the nature play features.

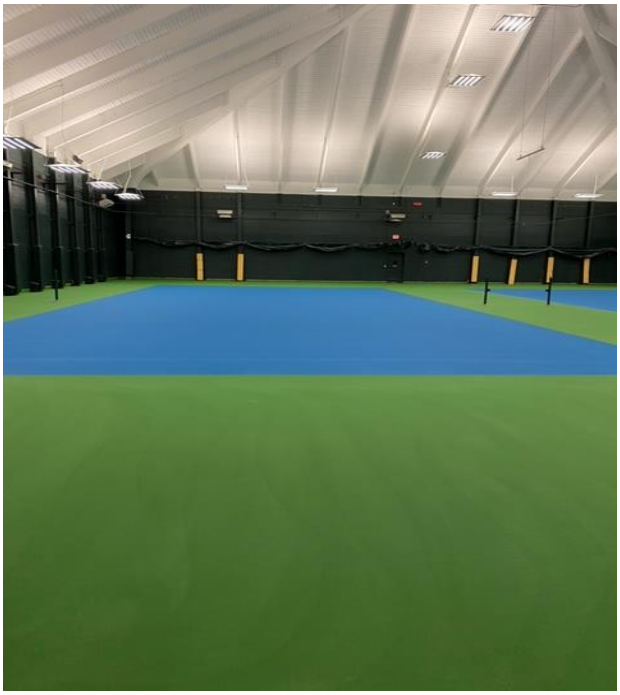
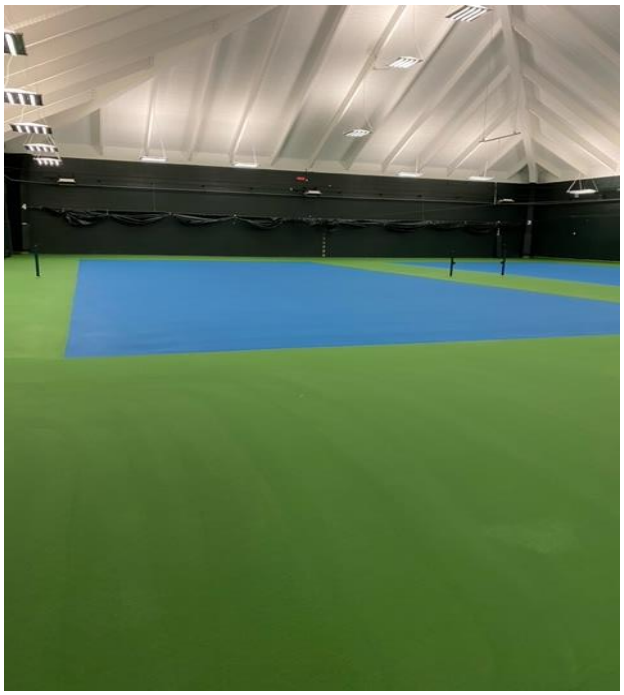
Howard Park-The athletic field lights at Howard Park have been upgraded to LED. The lights will be ready for the spring season.

E-van-The Parks and Planning department accepted delivery of the Park District's first all-electric van.



Community Recreation Center-We squeezed in the final rooftop replacment for the year. This unit is located above the theater and supplies controlled air to the gymnasium.

Centennial Tennis-The indoor courts at Centennial were resurfaced, net posts were repainted and new nets were installed.

Parks staff

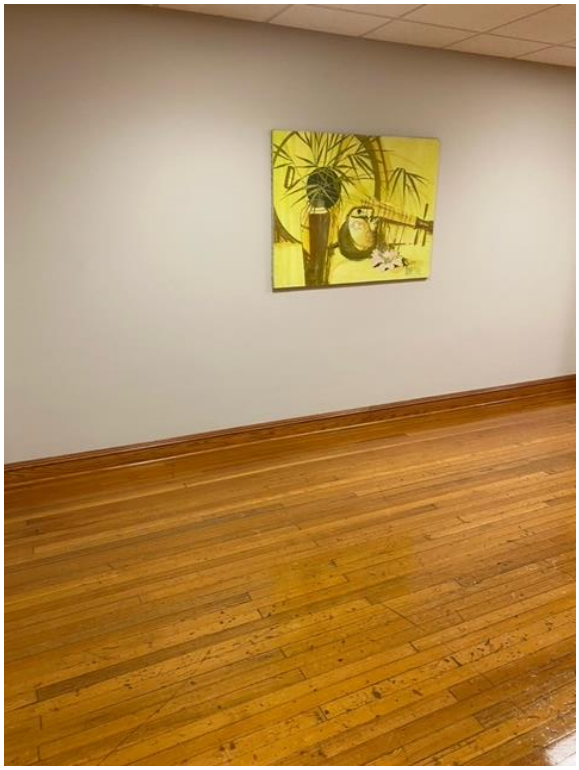
The crews completed snow removal, decorated the front pots at Community Recreation Center with Holiday greenery, worked with an Eagle Scout to install bat boxes at Keay and Maple Park, completed overstory tree pruning at Gillson, installed signs regarding thin ice on the lake, removed a tree in decline, and our friend, the beaver, has struck again.

DANGER
STAY OFF LAKE ICE
Do not walk out on lake ice. There are voids and soft spots and the ice is slippery. The warmer it gets the more dangerous it is. Falling into the water can be deadly.

Building staff

Installed a new ice maker at the Wilmette Golf Course.

Mallinckrodt-painted several rooms and resurfaced the hardwood flooring.



Memorandum

Date: January 5, 2023
To: Steve Wilson, Executive Director
From: Emily Guynn, Superintendent of Recreation
Re: Recreation Department January 2023 Board Report

Community Recreation Center
Recreation Programs:

Beyond the Bell (BTB), School Year 2022-2023

Program	Enrollment
CARE – AM	85
CARE – PM	103
Campus Clubs	112
After School Clubs (Winter)	301
Winter Break Camp	133

School Year 2023-2024 Morning CARE, CARE, and Campus Club registration:

- Current families, January 10 at 10am
- Residents, January 24 at 10am
- Non-Residents, January 31 at 10am

Program Descriptions:

- **Morning CARE** held at District 39 Schools, provides a safe, supportive, fun and interactive experience before school begins. *Meets 7-8:30 am*
- **CARE After School** provides quality childcare with independent homework and structured, play-based free time. We'll bus your child from their school to the Community Recreation Center (CRC) for CARE. *Register separately for an afternoon Park District program at the CRC, and we'll escort your child to and from their scheduled program. *Meets 3:15-4:45 pm or 3:15-6 pm*
- **Campus Club** participants choose from exploratory classes designed to build life skills, social and emotional development. Time is also allotted for homework and free time activities. Held at Centennial Recreation Complex, Lakeview Center, McKenzie and Romona. *Meets 3:15-4:45 pm or 3:15-6 pm*

- ❖ After School Clubs will be rolled out in May 2023, with registration to follow
- ❖ Promotional flyer including a FAQ on the various Beyond the Bell program options is scheduled for January 9 to all households in RecTrac with a family member within the school-age range

Early Childhood Center (ECC):

Program	Enrollment
Full Day Preschool	67
Morning Preschool Plus	45
Morning Preschool	27
Winter Break Camp	15

School Year 2023-2024 ECC Morning Preschool, Preschool Plus, and Full Day registration:

- Current families, January 10 at 10am
- Residents, January 24 at 10am
- Non-Residents, January 31 at 10am

Program Descriptions:

- **Early Bird Care**: An earlier start for your preschooler! *Meets from 7:30-8:45 am*
- **Morning Preschool**: Have fun while learning social skills and age-appropriate early academic skills, along with plenty of playtime and guided activities! *Meets from 8:45-11:15 am*
- **Morning Preschool Plus**: Enjoy the same preschool experience, then join us for lunch followed by a preschool enrichment activity - art, dance, music, theater & more! *Meets from 8:45 am-1 pm*
- **Full Day Preschool**: Enjoy the same preschool experience all day long! Includes a catered lunch, outdoor play, a variety of activities and free exploration. *Meets from 8 am-6 pm*

❖ Promotional flyer including a FAQ on the various Early Childhood Center program options is scheduled for January 9 to all households in RecTrac with a family member within the preschool age range

Athletics:

- Youth Basketball Leagues will run from January 14-March 11
- The Fall Men's Basketball League is coming to an end on January 15. The Winter League will begin on January 22

Program	Enrollment
Youth Basketball	791
Men's Basketball	17 teams
Wilmette Athletics	48

Center for the Arts:

Program	Enrollment
Adult Gingerbread Workshops	20
Youth Gingerbread Workshops	44
WCT Frozen Auditions	88

Special Events:

- Breakfast with Santa was a success with 5 different seating times with a total of 477 participants. A survey was sent out to help measure success and plan for next year
- The Throne of Games, a new family event, will take place January 20. The event will take place at the CRC and include dinner, a costume contest, trivia, minute to win it games, and a scavenger hunt
- The Royal Ball (formerly Daddy Daughter Dance) will take place February 10 at the Wilmette Women's Club

Gymnastics:

- Wilmette gymnastics had a first place team finish at the Hawaiian Pineapple Invitational and will travel to Indianapolis for a competition at the end of January
- Winter Session begins January 9

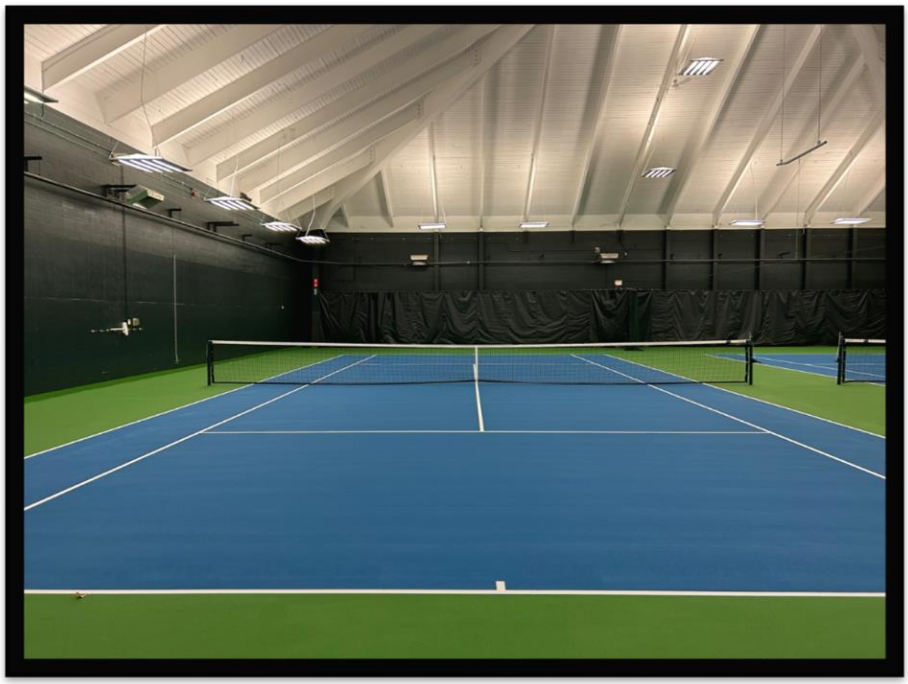
Center Fitness Club

- $60 for 60 Day, Student membership, valid for purchase from November 21-December 25. A total of 59 memberships were sold
- The annual Center Fitness Club member satisfaction survey that drives meaningful improvements in amenities and services was sent electronically on January 5

<u>Centennial Recreation Complex</u>

Tennis Center:

- Wilmette Tennis Club court resurfacing project took place December 19-January 5. The project was completed as scheduled
- The second half of permanent court time starts on January 9



Centennial Ice Rink:

- Figure Skating Holiday Exhibition took place on December 11
- Skate with Santa was well attended on December 24
- Plans are underway for the annual Ice Show scheduled for May 13-15. Registration for performance slots is open
- Centennial Ice hosted both Glenbrook North vs. Glenbrook South on November 23, as well as the annual Loyola Thanksgiving tournament from November 25-27

Platform Tennis:

- Wilmette Platform Tennis is the site for the second annual Coneflower Classic, which is a fundraising event put on by the Ouilmette Foundation, on January 6-7
- The second half of the paddle leagues start play on January 9

Mallinckrodt Center

- In November, Mallinckrodt continued to offer weekly group fitness classes, rentals, and programming. Specialty programming included a day trip to A Christmas Carol at the Goodman Theatre and Women of Note Holiday Performance
- Santa's Mailbox at the Mallinckrodt Gazebo received 311 letters
- New Year's Brunch is scheduled for January 13

Lakeview Center / Gillson Park Operations

- Lakefront Special Events are currently in the planning process
    - Polar Plunge March 19, 2023
    - Bunny Brunch: Location TBD pending Lakeview Center Progress
    - 2023/2024 Winter Fest at Gillson Park
    - Wow Swim, North Shore Tri, Beach Bash. (Hero Swim, New for 2023)
- Lakefront Summer Camps are scheduled to be promoted in guide distributed January 23
- Staff is working with IT on 2023 pre-season preparations including upgrades to pass scanning and video displays for patron information
- Lakeview Center renovation continues; weekly meetings take place with staff, Woodhouse Tinucci Architects, and Fredrick Quinn Construction.
    - Deck piers are complete; new deck construction scheduled to start in February
    - Interior framing 90% complete
    - Electrical rough in completed
    - Plumbing rough in 90% complete
- A portion of Lakeview Center fall 2023 programming has begun promotion to the community with the introduction of a new Campus Club site, registration in January
- Additional fall 2023 programming, workshops, and special events opportunities in the newly renovated spaces will be promoted in the upcoming fall Explore Guide
- Sailing Beach members will receive the 2023 season kickoff email on January 6
- 2023 Sailing Beach registration is scheduled to start on January 15

To: Steve Wilson, Executive Director
From: Sheila Foy, Superintendent of Finance
Date: January 6, 2023
Re: January, 2023 Finance Superintendent Report:

1. District Revenue and Expense Statement Results through November, 2022 (Appendix 1)
2. Capital Expense Results through November, 2022 (Appendix 2)
3. Finance, Customer Service and Technology Department Updates

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1. District Revenue and Expense Statement Results through November, 2022 (Appendix 1)

The results of operations through November totaled $5.1m (down from $5.7m in October) vs a year end projection of $2.6m. December expenses will outpace December revenues and we should see the results from operations finish closer to the 2022 projections reported through the 2023 budget process.

2. Capital Expense Results through November, 2022 (Appendix 2, Pages 1 - 4)

2022 Capital spend is forecasted to finish at $5.2m due down from the 2023 budget of $11.4m mostly due to supply chain issues. The capital projects that will not be completed in 2022, have been added to the 2023 budget and we continue to monitor spending (and completions) in detail each month.

3. Finance, Customer Service and Technology Updates

Finance spent the month of December preparing for year end. All Bond and Debt Certificate payments were made on December 1st. The Committee of the Whole discussed the 2023 budget and will approve the budget during the January board meeting. Inventory counts were completed at Golf and Tennis and cash counts were completed at Golf, Tennis and Ice. Remaining cash counts will be completed in January. The auditors will be in our offices on January 12th to start the preliminary fieldwork for the 2022 audit.

Customer Service reported that December was the merriest of months! Nutcracker was a great success with tickets nearly sold out for all performances. Ice Skating had their Holiday Exhibition on December 11th. Ice created an album of the performance that will be available shortly to the families. Breakfast with Santa on the 10th and 17th had sold out weeks ago and was a huge hit at The Lawn restaurant located at the Golf Course. Saturday and Sunday Basketball League registration closed in Mid-December. The program is nearing Pre-Covid numbers! Winter registration opened on the 6th for Residents and the 13th for Non Residents. We are still receiving input from the community about the future of the Park District. An Open House was held at the beginning of December. The discussions will close January 9th. Winter Break Camps opened on the 27th with a wide array of programming such as sports, ice skating, gymnastics and a general camp with field trips. Skate with Santa was held on Christmas Eve at the Ice Rink. The month closed with another year in the books and a highly anticipated 2023 on the way!

Information Technology spent December implementing multifactor authentication for the VPN, Rectrac and server access. Router, switch, VPN and security cameras were installed and configured at the Community Playfields shelter. IT also worked on troubleshooting SSL certificates, printers, Rectrac upselling, receipts, reports, activity archiving, supergrid processing, pass discounts and other software errors.

Happy New Year!

Appendix 1

Wilmette Park District
Revenue and Expense Statement
For the Month Ending November 30, 2022

Total District	Through November 30			YTD Variance Actual to Budget		Total Year Projection	Total Year Budget
	Actual 2021	Actual 2022	Budget 2022	$	%	2022	2022
Revenue							
Property Taxes	$7,899,193	$4,914,513	$6,836,412	($1,921,899)	-28.1%	$7,017,098	$6,836,412
Daily Fees	1,766,981	2,030,157	1,999,254	30,903	1.5%	2,029,091	2,034,966
Fee Revenue	8,979,652	10,221,023	10,621,380	(400,357)	-3.8%	10,577,742	11,078,486
Membership Fees	2,821,218	2,937,745	2,754,616	183,129	6.6%	2,725,540	2,818,826
Rental Revenue	1,956,411	2,024,981	2,278,210	(253,229)	-11.1%	2,448,647	2,447,134
Retail Sales	178,829	205,421	205,935	(513)	-0.2%	220,085	215,882
Miscellaneous Revenue	132,631	284,578	177,461	107,117	60.4%	410,858	188,541
Total Revenue	$23,734,915	$22,618,418	$24,873,267	($2,254,850)	-9.1%	$25,429,061	$25,620,247
Expenses							
Salaries & Wages	$7,016,863	$8,969,627	$9,443,112	(473,485)	-5.0%	$10,142,718	$10,316,865
Employee Benefits	1,891,454	2,331,362	2,491,218	(159,856)	-6.4%	2,712,467	2,842,738
Contract Services	2,639,112	3,627,822	3,337,623	290,198	8.7%	4,004,768	3,639,316
Utilities	840,580	669,954	932,476	(262,522)	-28.2%	1,028,275	1,018,694
Supplies	857,173	1,210,236	1,009,004	201,232	19.9%	1,200,967	1,089,227
Equipment and Repairs	296,252	348,662	329,305	19,357	5.9%	386,775	358,955
Operating Expenses	$13,541,434	$17,157,663	$17,542,739	($385,075)	-2.2%	$19,475,970	$19,265,794
Operating Surplus (Deficit)	$10,193,480	$5,460,755	$7,330,529	($1,869,774)	-25.5%	$5,953,091	$6,354,453
Non-Operating Revenue							
Bond Proceeds	$0	$3,284,916	$3,120,000	$164,916	5.3%	$3,284,916	$3,120,000
Capital Reimbursement	0	0	0	0	N/A	0	0
Total Non-Operating Revenue	$0	$3,284,916	$3,120,000	$164,916	5.3%	$3,284,916	$3,120,000
Non-Operating Expenses							
Capital	1,565,963	2,782,680	8,919,909	(6,137,229)	-68.8%	4,841,126	11,130,773
Capital - Special Recreation	47,857	296,166	266,666	29,500	11.1%	383,524	300,000
Debt Service	71,973	520,338	52,367	467,971	893.6%	1,370,018	1,154,734
Capital Transfer	0	0	0	0		0	0
Overhead Transfer	0	0	0	0		0	0
Total Non-Operating Expenses	$1,685,793	$3,599,185	$9,238,942	($5,639,757)	-61.0%	$6,594,668	$12,585,507
Net Non-Operating Surplus (Deficit)	($1,685,793)	($314,269)	($6,118,942)	$5,804,673	-94.9%	($3,309,752)	($9,465,507)
Total Expenses	$15,227,227	$20,756,848	$26,781,681	($6,024,833)	-22.5%	$26,070,638	$31,851,301
Net Surplus (Deficit)	$8,507,688	$5,146,486	$1,211,587	$3,934,899	324.77%	$2,643,339	($3,111,054)

WILMETTE PARK DISTRICT
2022 CAPITAL EXPENDITURE SUMMARY
THROUGH NOVEMBER 30, 2022

Blue	additional spend not yet determined
Pink	project complete but not yet fully paid for
Orange	project cancelled or rescheduled to future year
Green	project complete and fully paid for

Location	Project Name	Project Description	2022 Budget	Unbudgeted Spending	YTD Spending	Projected Spend		Target Completion	Current Update October Reporting
ADMINISTRATION OFFICE	Comprehensive Plan			100,000	31,378	68,622	Administration	into 2023	
ADMINISTRATION OFFICE	Computer Hardware	Computer hardware (Laptops, Desktops, Servers and etc.)	55,228		27,511	27,717	Administration	All Year	
ADMINISTRATION OFFICE	Computer Software	Computer software (MS Office and etc.)	104,795	25,000	118,913	10,882	Administration	All Year	
CENTENNIAL AQUATICS	Security Camera	Installation of security cameras		200	200	-	Equipment		
CENTENNIAL ICE	Security Camera	Installation of security cameras		1,000		1,000	Equipment		
CENTENNIAL TENNIS	Court Resurfacing	Resurface all indoor courts	70,000	5,000	3,578	71,422	Routine Maintenance	Q4	Targeting December completion
CENTENNIAL TENNIS	Security Camera	Installation of security cameras		1,000		1,000	Equipment		
CENTER FITNESS CLUB	Fitness Equipment Replacement	Ongoing replacement of strength and cardio equipment	35,000	32,000	57,134	9,866	Equipment	Q2 - April	Planning is in place for remainig spend in Q4
CENTER FITNESS CLUB	Studio Equipment Replacement	Ongoing replacement of group exercise studio equipment	5,000		4,146	854	Equipment	All Year	Planning is in place for remainig spend in Q4
COMMUNITY REC CENTER	Auditorium LED Strip Lights	6 strip lights over theater stage, LED lights	11,000		4,496	6,504	Rec Support	Q3 - July - August	Lights have arrived, targeting Q4 installation
COMMUNITY REC CENTER	Auditorium Light Board	Light Board	7,500			7,500	Recreational	Q3 - August	Board has arrived. Targeting Q4 installation
COMMUNITY REC CENTER	Car Charging Station	Electric Car Charging Station at CRC		366	366	-	Rec Support	Q2 - April	CRC, Golf and the Village are complete. The Village will reimburse us for their expense. West Park installation will be part of West Park plan
COMMUNITY REC CENTER	Duct work for Trane Units #1 & #2 HVAC Rooftop Unit Replacement Replace McQuay Unit #9 Replace Trane Unit #1, 2 & 11	must be completed when Trane units #1 & #2 are replaced	640,000	130,000	620,957	149,043	Base infrastructure	Q3 - September	2 out of 4 units were installed in August. We are waiting for the last 2 to be delivered. We are targeting delivery and installation for the week of Thanksgiving. 3rd unit was installed during the second week of October 15 - 4th unit has not yet arrived. We anticipate sometime soon.
COMMUNITY REC CENTER	Security Camera	Installation of security cameras		1,000		1,000	Equipment		
GILLSON PARK	Gillson Beach Security Cameras	Installation of security cameras		500		500	Equipment		
GILLSON PARK	Lakeview Security Cameras	Installation of security cameras		500		500	Equipment		
GILLSON PARK	Sailboats, Kayaks & Paddle Boards	Replacement of older vessels used on sailing beach	18,000		12,839	5,161	Fleet	Q2 - June	Annual scheduled replacement
GILLSON PARK	Sailing Boat Racks	Replace and repair old and damaged sailing racks	10,000	(3,000)	4,498	2,502	Rec Support	Q2 - May	The last rack was scheduled for completion in November
HOWARD PARK	Field Lights	The field lights bulbs and ballast are going bad. The bulb price is steadily going up and the ballast are not made any more. 34 fixtures need to be replaced and there is a ComEd rebate of $500 per fixture after initial investment. Price reflects initial investment	60,000			60,000	Rec Support	Not Getting Done in 2022	Waiting on the Village for permitting install will be completed the week of November 14th
HOWARD PARK	Parking Lot Pavement	Repaving the parking lot on 17th Street	100,000	(40,000)	169	59,831	Base Infrastructure	Q3 - September	On target to spend the majority of capital this year. Waiting on our permits for both this project and the golf driveway
KEAY NATURE CENTER	Pave Pathways	Create (fixing) the accessible path at Keay Park	167,000	53,000	15,342	204,658	Building Improvements	Q4 - October	Project is underway
MALLINCKRODT CENTER	Security Cameras	Installation of security cameras		500		500	Equipment		
PARKS DEPARTMENT	Aerial Work Platform	Replacement of Aerial platform	15,000	3,000		18,000	Equipment	Q3 - September	Working on ordering
PARKS DEPARTMENT	Dump Trucks (#21 in 2022, #17 in 2027)	Replacement of Truck #17 and Truck #21	48,000	(18,000)		30,000	Fleet	Partially completing in 2022	We are hoping to receive the Maverick by year end. Was ordered in June with a quote for 14-16 weeks for delivery.
PARKS DEPARTMENT	Garbage Truck (#26)	Replacement of Garbage Truck	90,000	(33,500)		56,500	Fleet	Q4 - October	We are hoping to receive the Explorer by year end. Was ordered mid July with a quote for 14-16 weeks for delivery.
PARKS DEPARTMENT	Landscape Work	Planting plant materials (trees, shrubs etc.) in various parks	25,000		17,526	7,474	Base Infrastructure	Q2 through Q4	$20k been completed, waiting on invoices $5k will be spent before the end of the year on trees. next on trees
PARKS DEPARTMENT	Sidewalk Sweepers (Gravely Brooms)	Replacement of sidewalk sweepers	13,000	4,000		17,000	Equipment	Q4	Will review purchase in Fall
PARKS DEPARTMENT	Truck replacement (#25)	Electric Van	35,000	22,000		57,000	Fleet	Q3 - September	We are hoping to receive the Electric Van by year end. Was ordered end of July and quoted 14-16 weeks for delivery.
PLATFORM TENNIS	2 additional courts	Build 2 additional courts and ~~deck extension~~ parking lot	750,000	250,000	87,441	912,559	Public Process	Q4	Bids are coming in closer to $1m
PLATFORM TENNIS	Security Camera	Installation of security cameras		300		300	Equipment		
WILMETTE GOLF CLUB	Bar Expansion	Includes design and buildout	70,000	284,208	354,208	-	Recreational	Q3 - September	Bid(s) are coming it at higher than project but working on keeping cost of project in total to original bid ($407k)
WILMETTE GOLF CLUB	Clubhouse Carpet	Wall to wall inside clubhouse	30,000	(743)	27,857	1,400	Aesthetic/Updates	Q3 - September	
WILMETTE GOLF CLUB	Clubhouse Improvement Designs	Kitchen, food service, etc.	25,000	23,402	48,402	-	Building Improvements	Q3 - September	Projection at 11/30/2022 = $696,918

Appendix 2, Page 2

WILMETTE PARK DISTRICT
2022 CAPITAL EXPENDITURE SUMMARY
THROUGH NOVEMBER 30, 2022

Blue	additional spend not yet determined
Pink	project complete but not yet fully paid for
Orange	project cancelled or rescheduled to future year
Green	project complete and fully paid for

Location	Project Name	Project Description	2022 Budget	Unbudgeted Spending	YTD Spending	Projected Spend		Target Completion	Current Update October Reporting
WILMETTE GOLF CLUB	Clubhouse Landscaping	Updated landscaping, course /clubhouse aesthetics	20,000		58	19,942	Aesthetic/Updates	Q3 - September	
WILMETTE GOLF CLUB	Clubhouse Outdoor Bar Furniture	Create an outdoor space for F&B	60,000		20,998	39,002	Aesthetic/Updates	Q3 - September	
WILMETTE GOLF CLUB	Patio Expansion	Includes Patio Furniture	85,000	(84,688)	312	0	Recreational	Q3 - September	
WILMETTE GOLF CLUB	Restaurant Divider	Includes HVAC upgrading	30,000			30,000	Recreational	Q3 - September	
WILMETTE GOLF CLUB	Tables and Chairs	Improve restaurant aesthetic	10,000	6,452	16,452	-	Building Improvements	Q3 - September	
WILMETTE GOLF CLUB	Chemical Pump House Pump	Requires repair	12,000		7,483	4,517	Base Infrastructure	Q2 - April	
WILMETTE GOLF CLUB	Drainage Improvements	Materials for subsurface golf course drainage installs	10,000		2,701	7,299	Base Infrastructure	Q2 - April	On target for Q4
WILMETTE GOLF CLUB	Finish Basement of Golf House	Updates to usable living space	15,000		3,822	11,178	Building Improvements	Q4 - December	Reviewing project to better estimate pricing for both the egress window and finishing the basement - Egress this year and other plans finishing up for next year
WILMETTE GOLF CLUB	Replace Driveway (House) Sewer Repair	Driveway cracked and in need of repair	22,000	1,100	169	22,931	Base Infrastructure	Q4 - October	Waiting on the Village for permitting - may not happen by year end due to weather changing.
WILMETTE GOLF CLUB	Tree Maintenance	Removal of dead trees and large limbs	10,000		1,925	8,075	Aesthetic/Updates	All Year	On target for Q4
CENTENNIAL AQUATICS	Chlorine Controllers	4 New Chlorine Controllers ($6600 each)	26,400	3,600	28,987	1,013	Equipment	Q2 - June	Received - Final Billing in November
CENTENNIAL AQUATICS	Deck Furniture Replacement	New chairs for pool	13,000			13,000	Aesthetic/Updates	Q2 - June	Delivered in October. Waiting on final billing.
CENTENNIAL AQUATICS	Umbrella Shade Cover	New Skins for Large Shade Structures	30,000	(2,000)	22,234	5,766	Aesthetic/Updates	Q2 - May	Received - waiting on final billing
COMMUNITY REC CENTER	Volleyball System - Gymnasium	Replace 21 year old volleyball system in sports gym	9,000			9,000	Recreational	Q3 - August	Project complete - waiting on invoice
PARKS DEPARTMENT	Artificial Turf Field	Replacement of artificial turf in-fill material		10,000		10,000	Safety/ADA	Q2 - May	Complete - working on the final payout
WILMETTE GOLF CLUB	Sump Pumps	The sump pumps are at the end of their life. When repaired last year it was recommend to replace.	35,000	(10,000)	13,225	11,775	Base Infrastructure	Q2 - June	Arrived - waiting on final billing
CENTENNIAL AQUATICS	Pool Vacuums	2 New Pool Vacuums ($6000 each)	12,000	473	12,473	-	Equipment	Q2 - June	Complete
CENTENNIAL AQUATICS	PVC Pool Liner	50 Meter Main Pool	150,000	(16,305)	133,695	-	Building Improvements	Q2 - May	Complete
CENTENNIAL AQUATICS	Activity Pool Liner			20,000	20,000	-			Complete
CENTENNIAL COMPLEX	West backdoor	The west backdoor by the garbage dumpster is rusting and rotting out. Would like to replace it with a new fiberglass one.	8,000	4,686	12,686	-	Base Infrastructure	Q2 - June	Complete
CENTENNIAL TENNIS	Ball Machine	Replace Ball Machine		6,125	6,125	-	Equipment	Q2 - April	Complete
COMMUNITY PLAYFIELD	Bathrooms	**(Village IGA, $810k)**					Rec Support		Complete
COMMUNITY REC CENTER	Access Control Installation in Early Childhood Area	Install an electronic access control		19,700	19,700	-	Safety/ADA	Q1 - March	Complete
COMMUNITY REC CENTER	East Door near Rock Garden	Older Doors in need of replacement		20,938	20,938	-	Base Infrastructure	Q2 - May	Complete
COMMUNITY REC CENTER	Gym Awning	The awning by the gym is ripped and has birds nesting in it. **MOVED TO 2021 FROM 2022**		7,400	7,400	-	Aesthetic/Updates	Q1 - March	Complete
COMMUNITY REC CENTER	Gymnastic Doors	The gymnastic doors on the north side of CRC are corroding and there is a giant gap in the door that is a security issue. **MOVED TO 2021 FROM 2022**		12,985	12,985	-	Base Infrastructure	Q2 - April	Complete
COMMUNITY REC CENTER	Pillars	The plaster on the exterior pillars is damaged and needs to be repaired. **MOVED TO 2021 FROM 2022**		9,250	9,250	-	Aesthetic/Updates	Q2 - June	Complete
COMMUNITY REC CENTER	Seal Coat Parking Lot	Seal coating and stripping	25,000	32,115	57,115	-	Base Infrastructure	Q3 - September	Complete
GILLSON PARK	Boat Replacements (RIB)	Scheduled replacement of a rigid hull inflatable	18,000	11,009	29,009	-	Fleet	Q2 - May	Complete
GILLSON PARK	Storage Building Fire Alarm	Work finished in Q1 2022		2,000	2,000	-	Safety/ADA	Q2	Complete
MALLINCKRODT CENTER	Basement	The basement floods after it rains from seepage. This is for drainage tiles and seal coat.	18,000		18,000	-	Building Improvements	Q2 - April	Complete
MALLINCKRODT CENTER	Carpet	The carpet in the hallway and library have runs and holes in them and need to be replaced	10,500	7,500	17,271	729	Aesthetic/Updates	Q2 - April	Complete
MALLINCKRODT CENTER	Grease Trap Replacement	Grease trap in kitchen had cracked seals and needed to be replaced		3,490	3,490	-	Base Infrastructure	Q2 - May	Complete
MALLINCKRODT CENTER	Seal Coat Parking Lot	Seal coating and stripping	10,000	9,391	19,391	-	Base Infrastructure	Q3 - September	Complete

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WILMETTE PARK DISTRICT
2022 CAPITAL EXPENDITURE SUMMARY
THROUGH NOVEMBER 30, 2022

Blue	additional spend not yet determined
Pink	project complete but not yet fully paid for
Orange	project cancelled or rescheduled to future year
Green	project complete and fully paid for

Location	Project Name	Project Description	2022 Budget	Unbudgeted Spending	YTD Spending	Projected Spend		Target Completion	Current Update October Reporting
MALLINCKRODT CENTER	Water Heater	The water heater in the basement is rusted out and is at the end of its life.	9,000	(4,781)	4,219	-	Base Infrastructure	Q2 - April	Complete
PARKS DEPARTMENT	Backhoe		85,000	15,450	100,450	-	Equipment	Q1 - March	Complete
PARKS DEPARTMENT	Battery Powered Zero Turned Motors	Three electric powered machines	85,000	10,665	95,665	-	Equipment	Q1 - March	Complete
PARKS DEPARTMENT	Combination Trash/Recycling Containers (Various Parks)	Ongoing standardization of trash/recycling containers	10,000	(270)	9,730	-	Base Infrastructure	Q4 - December	Complete
PARKS DEPARTMENT	Concrete Planer	Planer for the Parks Department	10,000	(919)	9,081	-	Equipment	Q1 - February	Complete
PARKS DEPARTMENT	Enclosed Trailer	New Trailer for Parks Department	9,000	6,584	15,584	-	Fleet	Q2 - April	Complete
PARKS DEPARTMENT	John Deere Standing Mower			5,761	5,761	-	Equipment	Q2 - May	Complete
PARKS DEPARTMENT	LED Light Upgrades	For various facilities	10,000	642	10,642	-	Equipment	Q1 - March	Complete
PARKS DEPARTMENT	Production mower	Replacement of John Deere utility tractor	85,000	(13,400)	71,600	-	Fleet	Q1 - February	Complete
PARKS DEPARTMENT	Stand On Blower		-	10,437	10,437	-	Equipment		Complete
PARKS DEPARTMENT	Turf Maintenance Equipment		-	16,455	16,455	-	Equipment	Q3	Complete
PARKS DEPARTMENT	Waste Removal System - Gillson			40,014	40,014	-	Equipment	Q3 - July	Complete
PLATFORM TENNIS	Gas Line Repair	Gas line under platforms are deteriorated and need repair		19,850	19,850	-			Complete
PLATFORM TENNIS	Vacancy Sensor			23,251	23,251	-	Public Process	Q3	Complete
WILMETTE GOLF CLUB	Electric Golf Cart		-	11,675	11,675	-			Complete
WILMETTE GOLF CLUB	Fire Alarm	Work finished in Q1 2022		-		-	Safety/ADA	Q2	Complete
WILMETTE GOLF CLUB	Golf Cart Path	Cart Path Installation		66,391	66,391	-	Recreational	Q2 - April	Complete
WILMETTE GOLF CLUB	Irrigation Pond Work	Unscheduled repairs/replacement for Irrigation Pond		16,000	16,000	-	Base Infrastructure		Complete
WILMETTE GOLF CLUB	Range Netting Pole and Fence Maintenance	Net and Cable Maintenance / High lift work	10,000	11,730	21,730	-	Recreational	Q2 - April	Complete
CENTENNIAL COMPLEX	Concession Equipment	New equipment for concessions (additional fryer)	20,000	(20,000)		-	Building Improvements	Cancelled project	Cancelled (and reclassing that amount out of this project)
CENTENNIAL COMPLEX	Facility Condition Assessment	Assess building components, current and future programming/facility needs, and security	90,000	(90,000)		-	Public Process	2023 project	Will be rolled into Comprehensive Plan project
CENTENNIAL ICE	Roof Replacement (partial)	Partial replacement and repairs for the roof	150,000	(120,000)	4,100	25,901	Base Infrastructure	2023 project	Based on input from roofing company, this may require more funding. Moving to 2023.
COMMUNITY PLAYFIELD	Tennis Court Resurface/Renovation	2022 - Outdoor tennis court resurface/renovation **(Village IGA, $250k)**				-	Rec Support	2023 project	Board discussion for 2023 IGA spending
COMMUNITY REC CENTER	Concrete Soffits	Repair the concrete soffits that are falling apart at the CRC. They are a safety hazard because of falling concrete around the building.		30,432	30,432	-	Safety/ADA	Remainder is a 2023 project	2022 portion of project is complete. The remainder will be scheduled to be completed in 2023.
COMMUNITY REC CENTER	Facility Condition Assessment	Assess building components, current/future programming/facility needs, and security	90,000	(90,000)		-	Public Process	2023 project	Will be rolled into Comprehensive Plan project
COMMUNITY REC CENTER	Gymnastics Equipment	Updating and Replacing Equipment	25,000	(25,000)		-	Equipment	2023 project	Rescheduling project
GILLSON PARK	Lakefront Infrastructure Design Work	Comprehensive Plan Development		-		-	Recreational	2023 project	Rescheduling project
GILLSON PARK	Lakefront Infrastructure Implementation	Related to sewers, curbs and others	2,000,000	(2,000,000)		-	Base Infrastructure	2023 project	Rescheduling project
GILLSON PARK	Lakeview Design Implementation	Implement Design Plan	1,700,000	(897,939)	2,061	-	Public Process	Remainder is a 2023 project	Most of the spending will be in 2023 (project is due to finish in Q1, 2023)
GILLSON PARK	Lakeview Design Planning	Full Building Design Plan		144,125	89,090	55,035	Public Process	Remainder is a 2023 project	Most of the spending will be in 2023 (project is due to finish in Q1, 2023)
GILLSON PARK	Replace Dog Beach Fence	Refencing of the dog beach including gate replacement	50,000	(50,000)		-	Recreational	2023 project	Rescheduling project
HIBBARD PARK	Tennis Court Resurface	2022 Outdoor tennis court resurface **(Village IGA, $70k)**				-	Recreational	2023 project	Board discussion for 2023 IGA spending
LANGDON PARK	Shoreline Protection - Langdon	Material and Installation	1,800,000	(1,700,000)	83,469	16,531	Public Process	2023 project	Waiting on permit from Village. Estimated spending in 2022 will be $100k. We need an MWRD permit too.
PARKS DEPARTMENT	Aerator	2 added in 2022	10,000	(10,000)		-	Equipment	2023 project	Move project to 2023
PARKS DEPARTMENT	Outdoor Ice Rink	Location TBD	135,000	(135,000)		-	Recreational	2023 project	Rescheduling project
PARKS DEPARTMENT	Dog Park Fencing	Install dog park fencing on ComEd leased property	49,350	(49,350)		-	Recreational	2023 project	Move project to 2023

WILMETTE PARK DISTRICT
2022 CAPITAL EXPENDITURE SUMMARY
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Location	Project Name	Project Description	2022 Budget	Unbudgeted Spending	YTD Spending	Projected Spend		Target Completion	Current Update October Reporting
PARKS DEPARTMENT	Pickle Ball Courts	West Park Campus - 8 courts with lights	850,000	(781,862)	68,138	-	Public Process	Cancelled project	Cancelled project
PARKS DEPARTMENT	Playground Replacement	Replacement of Tot Lot at West park	375,000	(350,000)		25,000	Public Process	2023 project	We have spent some money but this project will move to 2023
THORNWOOD PARK	Tennis Court Color Coating	2022 Resurface outdoor courts **(Village IGA, $300k)**				-	Recreational	2023 project	Already moving forward
PLATFORM TENNIS	Furniture Replacement	Paddle hut furniture replacement	10,000	(10,000)		-	Aesthetic/Updates	2023 project	Rescheduling project
WILMETTE GOLF CLUB	Driving Range Upgrade	Rebuild Driving Range	1,200,000	(1,200,000)		-	Recreational	2023 project	Rescheduling project
WILMETTE GOLF CLUB	Golf Course Fountains or Water Features	Water aeration system/better water quality/course aesthetics	30,000	(30,000)		-	Aesthetic/Updates	2023 project	Rescheduling project
WILMETTE GOLF CLUB	Range Tractor	Driving Range Ball Picker	10,000	(10,000)		-	Fleet	2023 project	Rescheduling project
		TOTALS	**11,130,773**	**(6,242,106)**	**3,582,680**	**1,305,987**			
MAPLE PARK **	Playground Renovation (2015)	Scheduled replacement and ADA Update		283,524	239,179	44,345	Safety/ADA	June	Waiting on final Billing
PARKS DEPARTMENT**	ADA Accessibility (5.8 Levy)	ADA improvements	300,000	(200,000)	56,988	43,012	Safety/ADA	Evenly over Q2, Q3 & Q4	Projected 2022 spending is $100k
		TOTALS (Maple Park detail is above)	**300,000**	**83,524**	**296,166**	**87,357**			
		Total Capital Spending for 2022	**11,430,773**	**(6,158,582)**	**3,878,847**	**1,393,344**			
						Remaining Projected 2022 Capital spend			
		Total Cancelled/Rescheduled Projects		(7,394,595)		**5,272,191**	**Total Projected 2022 Capital Spend**		
		Total (net) Unplanned/Increased Spending		1,236,012					
				(6,158,582)					