



Wilmette Park District
Financial Planning & Policy Committee Meeting

Monday, April 22, 2019
6:30 p.m. – Village Hall Training Room

AGENDA

I. Meeting Called to Order

Members of Committee:

Commissioner Gordon Anderson, Chair
Commissioner Bryan Abbott
Commissioner Ryrie Pellaton

Staff:

Superintendent Steve Holloway

II. Approval of Minutes

A. February 25, 2019

III. Communications and Correspondence

IV. Recognition of Visitors

V. Unfinished Business

VI. New Business

- A. Village of Wilmette Lease Agreement
- B. GovHR Contract
- C. Refunding of Bonds – Update
- D. IMRF Funding

VII. Next Meeting: Wednesday, May 29, 2019

VIII. Adjournment

If you are a person with a disability and need special accommodations to participate in 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.



WILMETTE PARK DISTRICT
Financial Planning & Policy Committee
Meeting Minutes

Monday, February 25, 2019
6:30 p.m. – Village Hall Training Room

Attendees

Commissioners/Committee: Chair Gordon Anderson, Bryan Abbott and Ryrie Pellaton
Staff: Steve Holloway

Staff: Executive Director Steve Wilson

Attendees Absent

None

I. Meeting Called to Order

Meeting was called to order at 6:32 p.m.

II. Approval of Minutes

A. Commissioner Abbott moved and Commissioner Pellaton seconded a motion to approve the January 28, 2019 meeting minutes. Commissioner Anderson commented that he did not remember hearing that the completion date of the compensation study would be delayed by six weeks. Following discussion, “by 6 weeks” was removed from Page 1, Item V. A., and the minutes were approved as amended. All voted yes; **motion carried.**

III. Communication and Correspondence

None

IV. Recognition of Visitors

Attendance Sheet will become part of the permanent record.

V. Unfinished Business

A. 2018 Audit

Superintendent Holloway commented that the external audit firm for the district, Lauterbach & Amen, was onsite the week of February 18-21, 2019 completing fieldwork toward the FY2018 financial audit. They will produce a preliminary report in late March 2019. The 2018 CAFR report will be available for committee review in May 2019.

VI. New Business

A. 4th Quarter 2018 Financial Review

Superintendent Holloway presented the 2018 4th Quarter results to the committee. He stated that the unaudited financial statements resulted in a \$2.2 million net surplus for the year. This was over the budgeted net surplus amount

by \$764,000 for 2018. In addition, he stated the Cash Position of the district at the end of 2018 was at \$13.3 million; a reduction of \$2.9 million compared to the end of the 2018 3rd Quarter. This is largely due to the ongoing project with the Beach House/Parking Lot at the Lakefront. In addition, debt principal and interest disbursements took place in November.

Commissioner Anderson questioned the philosophy in maintaining high balances in lower interest bearing accounts, rather than investing balances in higher interest bearing accounts. Superintendent Holloway explained the reasoning was to avoid monthly service fees with JP Morgan Chase. However, he will consider the suggestion to invest in higher interest bearing accounts with particular financial monitoring mechanisms.

Commissioner Anderson also commented that he was concerned with the results of the operating revenue year over year. He stated if we were to remove the property tax collections, operating revenue year over year would only increase by 0.6 percent. He spoke of how revenues could be solidified in the new fiscal year.

Commissioner Abbott inquired about an increase in Miscellaneous Revenue from FY2017 to FY2018. The increase was due to Donations from various sources that was not budgeted. (e.g., The Quilmette Foundation donated \$30K in FY2018 towards the Keay Nature Center and Scholarships).

The committee asked miscellaneous questions regarding Fitness, Golf and Capital Projects. Staff was able to satisfy their questions.

VII. Next Meeting

The next meeting of the Financial Planning & Policy Committee is scheduled for March 18, 2019 at 6:30 p.m.

VIII. Adjournment

There being no further business to conduct, the Financial Planning & Policy Committee meeting was adjourned at 7:30 p.m.

Minutes Approved by Committee on _____.

Committee Chair

Department Head

VILLAGE HALL LEASE

THIS LEASE, made as of the 1st day of February, 2002, by and between the VILLAGE OF WILMETTE, ILLINOIS, a municipal corporation (hereinafter referred to as "Lessor") whose principal office is located at 1200 Wilmette Avenue, Wilmette, Illinois 60091, and the WILMETTE PARK DISTRICT, a municipal corporation (hereinafter referred to as "Lessee") whose principal office is located at 1200 Wilmette Avenue, Wilmette, Illinois 60091. Lessor and Lessee are hereinafter sometimes individually referred to as "Party" and together referred to as "Parties."

WITNESSETH:

WHEREAS, pursuant to 50 ILCS 605/3.1, Lessor and Lessee have determined that it is in the public interest to enter into the following Lease agreement and take all action necessary to authorize and enter into same, as provided by law:

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, Lessor and Lessee agree as follows:

1. **LEASED PREMISES:** Subject to the terms and conditions of this Lease, Lessor hereby leases to Lessee the area in the Village Hall, as set forth in Exhibit A attached to and made a part of this Lease, consisting of approximately 4,000 square feet of office floor area, as outlined in red on Exhibit A (the "leased premises"), together with all appurtenances and rights of way incident thereto, including but not limited to the non-exclusive right to use the parking lots, common stairways, halls, entrances, and employee areas. Two (2)-parking spaces in the garage beneath the Village Hall will be allocated for Lessee's use. The Council Chambers will be available for meetings of Lessee on the 2nd Monday evening of every month and at such other dates and times that will not conflict with meetings of the Lessor. Special meeting date reservations for use of the Council Chambers, or other conference rooms within the Village Hall, shall be made in advance with the Village Manager or designee.
2. **TERM:** The initial term of the Lease (hereinafter referred to as the "Term") shall be for a fifteen (15) year period, commencing on the date of this Lease, and the term shall be automatically renewed for successive ten (10) year periods thereafter (the "Renewal Term(s)") upon the same terms and conditions, unless either Party gives at least twenty-four months (24) written notice, prior to the end of the Term, or the then existing Renewal Term, whichever is applicable, to the other Party that the Lease shall not be so renewed, or except as otherwise provided in Paragraph 6, below; provided, however, that if Lessor gives, and Lessee receives, such written notice of such non-renewal in the last week of the period in which such notice may be given, Lessee's right to give notice of non-renewal of a certain lease between the Wilmette Park District as lessor and the Village of Wilmette as lessee, dated February 1, 2002 (the "Centennial Park Lease") shall be extended to one week after the notice given under this Paragraph is received by the Lessee.
3. **LESSOR'S TITLE:** Lessor hereby warrants and covenants that Lessor has good fee simple to the real estate and improvements which include the leased premises and that it

has full power to execute this Lease and to grant to Lessee the Lessee's rights hereunder.

4. **USE OF PREMISES:** Lessee agrees to use the leased premises for park, recreational and office purposes in a manner that is consistent with and does not violate any law, ordinance, rule or regulation of any governing authority, including the ordinances, rules and regulations of Lessor. If any license or permit is required by any governmental entity prior to the commencement or during the conduct by Lessee of any activity permitted under this Lease, Lessee shall obtain and maintain same at its own cost and expense.
5. **RENTAL AMOUNT:** The base rental amount under this Lease shall be Forty-three thousand ninety-five and no/100 dollars (\$43,095.00) per year. Lessee shall pay this sum, and all subsequent adjusted rental amounts under this Lease, in twelve equal monthly installments. On the first anniversary date of this Lease, the base rental amount shall be reviewed and adjusted according to the Consumer Price Index, All Urban Consumers ("CPI/AUC") as reported on the first day of the month of the anniversary date of this Lease by the U.S. Bureau of Labor Statistics (hereinafter referred to as "the adjusted rental amount"). Thereafter, on each successive anniversary date of the Lease, the adjusted annual rental amount for the next lease year shall be calculated according to the CPI/AUC as reported on the first day of the month of the anniversary date of this Lease by the U.S. Bureau of Labor Statistics. In no instance shall a reduction in the CPI/AUC reduce any lease year's adjusted annual rental amount below the prior lease year's adjusted rental amount.

It is the intention of the Parties to this Lease that the rent payable each month by the Village of Wilmette under the Centennial Park Lease shall be credited toward and reduce the amount payable by the Wilmette Park District under this Village Hall Lease.
6. **DEFAULT:** Either Party shall be deemed to be in default of any covenant hereunder only if the Party has received written notice of such alleged default from the other Party, and if within thirty (30) days after receipt of such notice the receiving Party has not complied with or diligently commenced to comply with such covenant, if such default is of a nature that is cannot be reasonably cured within said thirty (30) days. Upon such default, the non-defaulting Party may terminate the Lease on further written notice to the defaulting Party.
7. **LESSEE'S OBLIGATION OF MAINTENANCE:** Lessee shall maintain and keep the leased premises in a safe, clean and neat manner, free of accumulations of debris and obstructions and shall safely store all of its equipment and supplies within the leased premises. Lessee shall, at Lessor's sole option, either (i) promptly repair or replace at Lessee's sole cost and expense and in a manner and with materials satisfactory to Lessor; or (ii) pay to Lessor upon demand the cost of such repair or replacement for all loss, damage or destruction Lessee or any of Lessee's employees, agents, guests or invitees may cause to the leased premises or to any portion of the Village Hall and any furnishings, equipment, and other property located in or about the leased premises belonging to Lessor or to persons other than Lessee. If any damage, destruction or accident occurs on or about Village Hall or the leased premises, Lessee

shall notify Lessor as soon as possible, but no later than twenty-four (24) hours after Lessee receives notice of any damage, destruction or accident. Lessee shall follow up any oral notice given with written notice detailing the circumstances and persons involved. Lessee shall be solely responsible for its personal property and contents on or in the leased premises or elsewhere about the Village Hall.

8. **MAJOR IMPROVEMENTS BY LESSEE:** Lessee may, at its own expense, from time to time make improvements or alterations in, on or to the leased premises, which it may deem necessary or desirable and shall obtain Lessor's written approval thereto before commencing work, which approval shall not be unreasonably withheld. If the cost to Lessee of the improvements or alterations, in the aggregate, is more than \$10,000 ("Major Improvements"), Lessee shall advise Lessor of the budget and nature of the Major Improvements, at the time Lessee seeks Lessor's approval thereof. In addition, prior to commencing work on Major Improvements, Lessor and Lessee shall agree, in writing, as to the useful life of the Major Improvements. Lessor may require that all or a part of any work for Major Improvements shall be performed, supervised or monitored by its employees or agents. Any improvements or alterations consented to by Lessor, whether or not Major Improvements, shall be installed lien free in a good and workmanlike manner. Lessee shall indemnify and hold Lessor harmless from all claims and liabilities that may arise out of, or be connected with, such improvements or alterations. All installations, trade or non-trade fixtures, equipment, signs or other property or improvements, as well as personal property of every kind, however attached to or incorporated in the leased premises by Lessee, shall remain the property of Lessee, and Lessee shall have the right, but not the obligation, to remove such items at any time within 30 days following the termination of this Lease by lapse of time or otherwise, provided Lessee shall repair any and all damage caused by such removal.
9. **MAJOR IMPROVEMENT REIMBURSEMENT SCHEDULE:**
To the extent Lessee makes Major Improvements, and Lessor terminates the Lease, at Lessee's option such Major Improvements shall not be removed from the leased premises, and Lessor shall pay Lessee for the unamortized amount of the Major Improvements based upon straight-line amortization of the useful life thereof, as previously agreed by Lessee and Lessor, including those periods of the useful life which extend beyond the end of the then existing term of the Lease. If the amount to be paid by Lessor is \$50,000.00 or less, such payment shall be made to Lessee within six (6) months of the Lease termination; if said amount is more than \$50,000.00, payment of such amount to Lessee shall be made within one (1) year of the Lease termination. All Major Improvements for which payment by the Lessor has been made shall become the property of Lessor.
10. **ACCESS:** Lessor shall provide Lessee with keys to allow access to the leased premises. Lessee shall assume all liability and responsible for the proper closing and securing of the leased premises.
11. **SIGN:** Lessee shall have its location listed in the general directory sign for the Village Hall and shall pay the cost of its removal, and any necessary repair caused by its removal, at the end of the term of the Lease or any extension thereof.

12. **CONDITION OF LEASED PREMISES:** The taking of possession of the leased premises by Lessee shall be conclusive evidence against Lessee that the leased premises were in good order and satisfactory condition when Lessee took possession.
13. **ASSIGNMENT:** This Lease is not to be assigned, in whole or in part, or sublet in any manner whatsoever by Lessee.
14. **RESTORATION:** If the leased premises are damaged or destroyed by fire or other casualty or if any part of the building or of the adjacent improvements are so damaged or destroyed so as to interfere with Lessee's use of the leased premises and any such damage is not repaired within thirty (30) days from the date of such fire or other casualty, Lessee may terminate the Lease by notice in writing to Lessor given at any time thereafter prior to the completion of such repairs. If such damage or destruction results in the suspension of business in the leased premises, rents shall abate during such suspension.
15. **LESSEE'S INDEMNITY:** Lessee shall defend, indemnify and save harmless Lessor, its trustees, officers, officials, employees and invitees from and against all claims, damages, losses and expenses, whether for injury or death to persons or damage to property (including but not limited to legal fees, paralegal fees and court costs): (i) arising from or in any way related to the conduct, management or use of the leased premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the leased premises or Village Hall during the Term or any Renewal Term of this Lease, except if caused by any willful or negligent act or omission of Lessor, its employees, contractors or agents; (ii) arising out of any default or breach of any term of this Lease by Lessee hereunder, or (iii) arising out of any intentional wrongful act or negligent act or omission of Lessee, its officers, employees, agents or contractors at any time occurring in, on or around the leased premises. Such indemnification shall not exceed the maximum limits of Lessee's contractual liability insurance coverage. Throughout the Term or any Renewal Term of this Lease, Lessee shall maintain appropriate insurance coverage which shall, at a minimum, be no less than (i) Bodily injury (other than automobile) - \$2,000,000.00; and (ii) Property damage (other than automobile) - \$1,000,000.00. Lessee shall provide to Lessor an insurance certificate evidencing such coverage and adding Lessor as an additional insured thereon at Lessor's request.
16. **LESSOR'S INDEMNITY:** Lessor shall defend, indemnify and save harmless Lessee, its officers, officials, employees and invitees from and against all claims, damages, losses and expenses, whether for injury or death to persons or damage to property (including but not limited to legal fees and court costs): (i) arising from or in any way related to the leased premises prior to the beginning of the Term hereof except if caused by any willful or negligent act or omission of Lessee, its officers, officials, employees, contractors or invitees; (ii) arising out of any default or breach of any term of this Lease by Lessor hereunder, or (iii) arising out of any intentional wrongful act or negligent act or omission to act by Lessor, its officers, employees, agents or contractors at any time occurring in, on or around the leased premises or Village Hall. Such indemnification shall not exceed the maximum limits of Lessor's contractual liability insurance coverage. Throughout the term of this Lease, Lessor shall maintain

appropriate insurance coverage which shall, at a minimum, be no less than (i) Bodily injury (other than automobile) - \$2,000,000.00; and (ii) Property damage (other than automobile) - \$1,000,000.00.

17. **SURRENDER OF PREMISES:** Upon the termination of this Lease by expiration or otherwise, Lessee shall immediately vacate and surrender the leased premises to Lessor and remove all of Lessee's personal property, except to the extent any such property is subject to Paragraph 9 hereof. The leased premises shall be returned to Lessor in good order and condition, ordinary wear and tear accepted.
18. **NOTICES:** Notices required or permitted to be given under a provision of this Lease shall be in writing and shall be given by (i) first class U.S. certified or registered mail, return receipt requested, with postage prepaid; or (ii) by depositing the same into the custody of a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service; or (iii) by hand delivery with proof of delivery endorsed thereon; or (iv) by telecopier, provided that it is also delivered by express mail or courier (for next business day delivery). All such notices, sent in compliance with the provisions hereof shall be deemed given and received (i) if mailed, on the date of delivery as set forth on the return receipt, (ii) the date it is delivered to the other Party if sent by overnight delivery or hand delivery, or (iii) the date it is delivered to the other Party if sent by telecopier, provided it is confirmed by express mail or courier (for next business day delivery). From time to time either Party may designate another address or addresses for all purposes of this Lease by notice given to the other Party in accordance with the provisions hereof. For purposes of notice under this Lease, the addresses of the Parties are as follows:

If to Lessor:

Village of Wilmette
1200 Wilmette Avenue
Wilmette, Illinois 60091
Attn.: Village Manager

If to Lessee:

Wilmette Park District
1200 Wilmette Avenue
Wilmette, Illinois 60091
Attn: Director

19. **ENTIRE AGREEMENT:** This Lease contains all the agreements between the Parties relating to the rental of the leased premises, and this Lease may not be modified or amended unless such modification or amendment is evidenced in writing, signed and dated by both Parties.
20. **GOVERNING LAW:** For any legal action between the Parties concerning the interpretation, construction and enforcement of this Lease, or subject matter thereof, venue shall be in Cook County, Illinois and the laws of the State of Illinois shall govern the cause of action. In any action involving the interpretation or construction of the terms herein, this Lease shall not be construed in favor of, or against, either Party.
21. **CAPTIONS.** The captions set forth herein are inserted solely for ease and convenience of reference and are not intended to provide a basis for the construction and interpretation of this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers as of the day and year above written.

BY LESSOR:

Wilmette Park District
~~VILLAGE OF WILMETTE~~

[Signature]
By:

ATTEST:

Terence C. Porter
~~Village Clerk~~
Secretary

BY LESSEE:

Village of
~~WILMETTE PARK DISTRICT~~

Nancy Canafax
By:

ATTEST:

Michael J. Ed
~~Park District Secretary~~
Village Clerk

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