



**WINNETKA PARK DISTRICT
COMMITTEE OF THE WHOLE
Thursday, March 12, 2020
Community Room, 540 Hibbard Road
5:30 p.m.**

AGENDA

1. Roll Call
2. Changes to the Agenda
3. Communications
4. New Business
 - a. AYSO Contract
 - b. KWBA Contract
 - c. Equipment Replacement – Toro Grounds Master Mower
 - d. Recognition: Winnetka – Northfield Chamber Award Winner – John Shea, Jr.
5. Unfinished Business
 - a. Winnetka Waterfront 2030 – Lakefront Master Plan
6. Matters of the Director
7. Board Liaison Reports
8. Staff Updates
9. Closed Session
The Board will enter Closed Session to discuss:
 - a. The purchase or lease of property. 5 ILCS 120/2(c)(5)
 - b. Personnel 5 ILCS 120/2(c)(1)
10. Return to Open Session
11. Adjournment

*Items included in packet

Persons with disabilities requiring reasonable accommodations to participate in meetings should contact John Shea, the Park District's ADA Compliance Coordinator, at the Park District's Administrative Office by mail at 540 Hibbard Rd, Winnetka, IL, by phone at 847-501-2040, Monday - Friday from 8:30 a.m. to 5:00 p.m., or by email to jshea@winpark.org at least 48 hours prior to the meeting. Requests for a qualified interpreter require five (5) working days advance notice.

**Winnetka Park District
Board Summary**

Date: March 6, 2020
To: Board of Commissioners
Subject: American Youth Soccer Organization, Region 425 (AYSO) Affiliate Agreement
From: John S. Shea Jr., Superintendent of Recreation
Through: John Muno, Executive Director

Summary

With the spring season approaching, it is that time of year to review and renew Affiliate Agreements. The AYSO Affiliate Agreement concluded on December 31, 2019.

Winnetka Park District Staff has received from AYSO, both a verbal and written commitment to a one-year Affiliate Agreement for the 2020 season. AYSO representation and staff have identified areas where we can work together more efficiently to maintain and improve our current relationship. Both parties believe that this Agreement will be mutually beneficial.

Additionally, approval of the Agreement will help us to achieve Strategic Plan Goal #2: *Collaborate and leverage our relationships*; Objective 2.3: *Update all affiliate and intergovernmental partnership agreements and continue to develop and maintain excellent working relationships.*

Recommendation

Staff recommends the Park Board of Commissioners approve and sign the AYSO Affiliate Agreement for the 2020 season.

END

American Youth Soccer Organization, Region 425

Memorandum of Understanding

PURPOSE

The Winnetka Park District (hereafter “the Park District”) recognizes certain organizations exist within the community whose purpose is to serve and enhance recreation opportunities for a specific purpose and group. These organizations are separate and independent from the Park District and provide for their own leadership, organizational, and operational structure. Although the stated missions of the organizations may differ, public investment in public recreational facilities and programs creates a mutually beneficial environment in which to provide quality recreation for all individuals served by the parties, as well as the general public.

The Park District recognizes at times it is in the best interest of the community that the Park District work with outside organizations in coordinating, integrating, and consolidating the planning and provision of recreation facilities and programs when basic functions are compatible and a public benefit may be derived. Through working relationships with outside organizations and joint efforts, each party can contribute to greater public service without relinquishing its separate identity or any of its individual responsibilities.

To this end, the Park District is willing to establish a working relationship and cooperative agreement with the American Youth Soccer Organization, Region 425 and its officials, officers, members, employees, and volunteers (hereafter collectively “AYSO”). With this Agreement, the parties will define the working relationship, mutual expectations, and individual responsibilities however, this Agreement cannot be considered absolute; it shall serve as a frame of reference. Standards outlined herein ensure that the parties’ concept of joint planning, use, and maintenance is followed to the maximum extent possible, while retaining the essential freedom of discretion, decision and action in planning, developing and maintaining recreational programs.

I. Criteria and Conditions

1. AYSO shall provide its own leadership, structure, and must delegate operational duties to its membership.
2. AYSO shall conduct its own financial business and be financially self-supporting.
3. AYSO shall have its own volunteer governing board with adopted written bylaws or guidelines to guide the board in policy-making decisions, and:
 - a. Is a not-for-profit corporation or organization dedicated to offering and promoting recreational activities which are compatible with and supplement Park District programs.
 - b. At least 51% of the members/participants of AYSO must be residents of the Park District. The Park District reserves the right to review registration information, with AYSO representation, to verify residency requirements.
 - c. If requested, provide an annual detailed budget to the Park District showing all anticipated revenue and expenditures.
 - d. If requested, provide an annual audit or detailed report that documents the AYSO current financial standings, including operational revenues, expenditures, and financial reserves.
4. AYSO must submit a written request to the Park District seeking approval to enter sponsorship agreements with potential third-party partners. The Park District must approve all potential sponsor partners prior to the execution of a sponsorship agreement. The Park District has the right in its sole discretion to deny any sponsorship agreement that may not be in the best interest of the Park District.

5. AYSO shall provide a list of its board members/officers, including addresses, email addresses, and telephone numbers.
6. AYSO shall designate both a liaison and an alternate liaison and provide the individuals' telephone numbers and other contact information to the Park District.
7. AYSO agrees and understands that AYSO is not entitled to any benefits or protections afforded employees or volunteers of the Park District and is not bound by any obligations as employees of the Park District. AYSO will not be covered under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District and any injury or property damage arising out of any AYSO activity will be AYSO's sole responsibility and not the Park District's responsibility in any manner. In addition, it is understood that AYSO is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and, therefore, AYSO will be solely responsible for its own actions. The Park District will in no way defend AYSO in matters of liability.
8. AYSO shall fully cooperate with any investigation conducted by or on behalf of the Park District and/or the Park District Risk Management Agency "PDRMA". Failure to fully cooperate with any such investigation shall constitute a breach of agreement and, in the sole discretion of the Park District, may result in revocation or suspension of any AYSO privileges under this Agreement.
9. AYSO shall not represent itself or members of AYSO as employees, elected officials, volunteers, or agents of the Park District.
10. AYSO or members of AYSO will not advertise or solicit participants using the name or logo of the Park District without prior written permission of the Park District.
11. All fees, charges, monies, and expenditures shall be handled by AYSO, with its own accounts in AYSO's name. AYSO shall have a written policy regarding refunds. All requests for refunds shall be addressed in a timely manner.
12. Cost of any maintenance or damage of equipment and/or Park District's property and/or facilities that occurs during or as result of AYSO's usage of such property and/or facilities will be charged to AYSO.
13. AYSO acknowledges and agrees that AYSO is responsible for any and all expense, including, but not limited to, the provision of equipment and materials related to AYSO activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.
14. Activities, programs, and events sponsored by AYSO shall not, other than to adhere to specific membership guidelines, program requirements, or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, sexual orientation, disability, or any other characteristic protected by local, state, or federal law.
15. AYSO agrees to conduct criminal background checks for all employees and volunteers eighteen years of age or older and who directly supervise individuals under the age of eighteen (18) years. AYSO is solely responsible for determining whether any conviction disqualifies any employee/volunteer. If requested, AYSO will provide the background checks to the Park District.
16. AYSO agrees to cross-reference all employees, elected officials, and volunteers with the state and/or local Child Offender Database. If requested, AYSO will provide the cross-reference checks to the Park District.
17. AYSO understands and agrees that it is solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any AYSO position and/or activity and that the Park District is not responsible for any employment-related decision of any kind.

18. Registration for membership/tryouts must not exclude qualified residents of the Park District.

II. Facility Use

1. Requests shall be made at least 2 months in advance to ensure availability. Park District programs take precedence. AYSO is considered an Affiliate Group and accordingly will receive a discount rate and priority for use of fields, courts, rooms or other Park District facilities. Priority scheduling will be as follows:
 - a. Park District Programs/Preferred Renters
 - b. Affiliate Groups
2. It is the sole responsibility of AYSO to determine whether any facility, field, or location is safe and/or appropriate for any intended use.
3. AYSO shall inspect each facility, field, or other location prior to and subsequent to each use and shall promptly report any unsafe condition (holes in sports fields, broken equipment, etc.) to the Park District liaison.
4. Any holes or low spots on any field should be marked with flags and the Park District shall be notified right away for park maintenance crew to fill in. This shall be performed on an as-needed basis.
5. AYSO is solely responsible for providing supervision and security services, as needed, for any and all AYSO activities. The Park District shall assist in securing police supervision (one individual) for parking and safety details. No games shall be played if proper police supervision is not secured.
6. The Park District does not assume any responsibility, care, custody, or control of any AYSO property or equipment brought upon or stored upon Park District property. AYSO is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Park District property. AYSO shall store all equipment in a clean and tidy fashion.
7. AYSO shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures. AYSO shall not conduct any maintenance or repairs to any fields on Park District property.

III. Rental/Usage Fee

In accordance with the Winnetka Park District User/Fee Policy:

1. AYSO shall reimburse the Park District for all direct costs including supplies and labor.
2. Invoices will be due no later than 30 days following, after the invoice has been received the end of each season. After the 30 days, a 5% fee will be applied to the invoice. A 5% charge will continue to be applied after 60, 90 and every 30 days thereafter until the invoice is paid in full.
3. AYSO must provide the **final schedule** two weeks before the season starts for scheduling of the fields and for the user field fees. 24-hour notice is required by the Park District for any field reservation is cancelled. If proper notice is not given, the field reservation will be charged for that day/night. If there is a weather related cancellation, the fields will not be charged.
4. Any damages/lost items to the Park District fields or equipment that occurs during or as a result of AYSO's usage of such fields or equipment will be charged to AYSO. The field rules must be followed at all times.

IV. Advertisement

The Park District will provide AYSO with a maximum of one-quarter page of advertising in the Park District seasonal program guide, if AYSO so desires. Such promotional material must be submitted in accordance with the Park District's brochure deadlines. The Park District will design the brochure advertisement with information and consultation provided by AYSO. A copy of the Park District's Program Guide Production Timeline, which established deadlines for promotional copy, will be given to AYSO on an annual basis. In addition, the Park District website will provide a link to the AYSO website. AYSO will be asked to provide a website link to the Park District website.

IV. Insurance and Indemnification

AYSO shall procure and maintain for the duration of this Agreement, the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with any of AYSO activities:

A. Commercial General and Umbrella Liability Insurance

AYSO shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and shall not be endorsed to exclude claims arising from athletic participation.

If AYSO intends on distributing, selling, serving or furnishing alcoholic beverages, liquor liability coverage (including Dram Shop coverage) shall also be provided with a limit of not less than \$1,000,000 per occurrence.

The Park District shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. Any insurance or self-insurance maintained by the Park District shall be in excess of the AYSO insurance and shall not contribute with any AYSO insurance.

The CGL policy must include individuals for athletic participation.

B. Business Auto and Umbrella Liability Insurance

If applicable, AYSO shall maintain business auto liability and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident, for each such policy. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

If applicable, AYSO shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

D. Other

AYSO waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the AYSO use of any Park District property or facility, except in the event of gross negligence or willful misconduct on the part of the Park District.

E. General Insurance Provisions

1. Evidence of Insurance

Prior to exercising any rights under this Agreement, AYSO shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested.

Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of the AYSO's obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting AYSO from using the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District.

Failure to maintain the required insurance may result in termination of this Agreement at the Park District's discretion.

AYSO shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best; that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained; the Park District has the right to reject any AYSO insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If the AYSO liability policies do not contain the standard ISO separation of insured's provision or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, AYSO may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including, but not limited to investigations, claim administration and defense expenses.

F. Indemnification

AYSO shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the conduct or management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this agreement; (ii) any act, omission wrongful act or negligence of AYSO or any of the AYSO partners, directors, officials, officers, agents, employees, members, volunteers, participants, invitees, licensees, contractors, or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or upon any Park District property or facility regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. AYSO shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the AYSO breach of any of its obligations under, or the AYSO default of, any provision of this Agreement.

V. Other

1. AYSO is responsible for ensuring that soccer goals are securely anchored before all games and practices. AYSO shall follow the Illinois Movable Soccer Goal Safety Act (Also known as Zach's Law).
2. AYSO is responsible for following the Winnetka Park District's severe weather protocol.
3. AYSO shall work with the Park District to promote soccer opportunities, where appropriate. They shall further work cooperatively with the Park District to ensure that soccer camps etc. are not in direct competition with one another.
4. AYSO shall respect the neighborhoods surrounding the soccer parks while complying with all park rules.
5. AYSO agrees to not schedule all four soccer fields at Nick Corwin Park at any one time for practices or games.

VI. No Third Party Beneficiary

This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or implied, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

1. AYSO will have financial responsibility to the Park District for any outstanding fees and/or money owed to the Park District and shall promptly reimburse the Park District. Any money owed to AYSO by the Park District shall be promptly reimbursed.
2. The Agreement may be amended by the written approval of both Parties.

VII. ADA Policy/Requirements

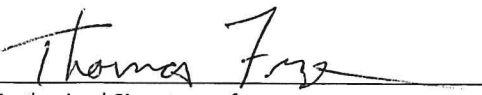
1. Activities, programs, and events sponsored by the Group/Affiliate shall not, other than to adhere to specific and essential eligibility criteria, program requirements, or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, sexual orientation, disability, or any other characteristic protected by local, state, or federal law.

2. AYSO shall comply with all applicable local, state, and federal laws, including, but not limited to the Illinois Human Rights Act, the American with Disabilities Act, and the Civil Rights Act of 1964. The Community Group/Affiliate shall base employment, volunteer, and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, disability, sexual orientation, sex (except as an appropriate division for athletics programming), national origin, age (except as an appropriate division of programming levels for youth athletics programming), marital status, or any other protected characteristic as established by law.
3. AYSO shall adhere to all applicable facility and Park District/SRA ordinances, rules, regulations, policies, and procedures, including, but not limited to providing inclusion services and reasonable accommodations under the Americans with Disabilities Act and Illinois Human Rights Act.
4. AYSO shall indemnify and hold harmless the Park District/SRA and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the conductor management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this agreement; (ii) any actual or alleged act, omission wrongful act or negligence of the Community Group/Affiliate or any of the Group's/Affiliate's partners, directors, officials, officers, agents, employees, members, volunteers, participants, invitees, licensees, contractors, or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or upon any Park District/SRA property or facility, regardless of whether or not it is caused in part by a party indemnified hereunder; and (iv) any violation of civil rights or anti-discrimination laws, including but not limited to the Civil Rights Act of 1964, the Americans With Disabilities Act, and the Illinois Human Rights Act. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. The Group/Affiliate shall similarly protect, indemnify and hold and save harmless the Park District/SRA, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the Group's/Affiliate's breach of any of its obligations under, or the Group's/Affiliate's default of, any provision of this agreement.

VIII. Termination and Duration

1. The initial term of this Agreement shall commence **March 15, 2020** and end on **November 20, 2020 (during the AYSO season)**.
2. The Park District retains the right to alter the terms and conditions of this Agreement or to terminate this Agreement, at any time and for any reason, including, but not limited to misconduct of AYSO or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of Park District residents, or because AYSO has breached any of its obligations under this Agreement.
3. AYSO may terminate this Agreement by providing a minimum of 45 days written notice.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.



 Authorized Signature of
 American Youth Soccer Organization Region 425

3-6-2020

 Date

 Authorized Signature of
 Winnetka Park District

 Date

**Winnetka Park District
Board Summary**

Date: March 6, 2020
To: Board of Commissioners
Subject: Kenilworth Winnetka Baseball Association (KWBA) Affiliate Agreement
From: John S. Shea Jr., Superintendent of Recreation
Through: John Muno, Executive Director

Summary

With the spring season approaching, it is that time of year to review and renew Affiliate Agreements. The KWBA Affiliate Agreement concluded a three-year term on December 31, 2019.

Winnetka Park Staff has received from KWBA, both a verbal and written commitment to a three-year Affiliate Agreement for the 2020-2022 seasons. KWBA representation and staff have identified areas where we can work together more efficiently to maintain and improve our current relationship. Both parties believe that this Agreement will be mutually beneficial.

Additionally, approval of the Agreement will help us to achieve Strategic Plan Goal #2: *Collaborate and leverage our relationships*; Objective 2.3: *Update all affiliate and intergovernmental partnership agreements and continue to develop and maintain excellent working relationships.*

Recommendation

Staff recommends the Park Board of Commissioners approve and sign the KWBA Affiliate Agreement for the 2020-2022 seasons.

END

Kenilworth-Winnetka Baseball Association (KWBA) Agreement

Memorandum of Understanding

PURPOSE

The *Winnetka Park District* (hereafter “the Park District”) recognizes certain organizations exist within the community whose purpose is to serve and enhance recreational opportunities for a specific purpose and group. These organizations are separate and independent from the Park District and provide for their own leadership, organizational, and operational structure. Although the stated missions of the organizations may differ, public investment in public recreational facilities and programs creates a mutually beneficial environment in which to provide quality recreation for all individuals served by the parties, as well as the general public.

The Park District recognizes that at times, it is in the best interest of the community that the Park District work with outside organizations in coordinating, integrating, and consolidating the planning and provision of recreational facilities and programs when basic functions are compatible and a public benefit may be derived. Through working relationships with outside organizations and joint efforts, each party can contribute to greater public service without relinquishing its separate identity or any of its individual responsibilities.

To this end, the Park District is willing to establish a working relationship and cooperative Agreement with the Kenilworth-Winnetka Baseball Association and its officials, officers, members, employees, and volunteers (hereafter “KWBA”). With this Agreement, the parties will define the working relationship, mutual expectations, and individual responsibilities however, this Agreement cannot be considered absolute; it shall serve as a frame of reference. Standards outlined herein ensure that the parties’ concept of joint planning, use, and maintenance is followed to the maximum extent possible, while retaining the essential freedom of discretion, decision and action in planning, developing and maintaining recreational programs.

I. Criteria and Conditions

1. KWBA shall provide its own leadership, structure, and must delegate operational duties to its membership.
2. KWBA shall conduct its own financial business and be financially self-supporting.
3. KWBA shall have its own volunteer governing board with adopted written bylaws or guidelines to aid and direct the board in policy-making decisions, and:
 - a. Is a not-for-profit corporation or organization dedicated to offering and promoting recreational activities which are compatible with and supplement Park District programs.
 - b. At least 51% of the members/participants of KWBA must be residents of the Park District.
 - c. *If requested*, provide an annual detailed budget to the Park District showing all anticipated revenue and expenditures, and
 - d. *If requested*, provide an annual audit or detailed report, which documents KWBA current financial standings, including operational revenues, expenditures, and financial reserves.

4. If KWBA obtains a sponsorship, it must be from a local and family oriented business. The Park District must be notified of any new sponsorships from the previous year. The Park District has the right in its sole discretion to deny any sponsorship Agreement that may not be in the best interest of the Park District.
5. KWBA shall provide a list of officers, employees, volunteers, and participants, including addresses, email addresses, and telephone numbers.
6. KWBA shall designate both a liaison and an alternate liaison and provide the individuals' telephone numbers and other contact information to the Park District.
7. KWBA agrees and understands that neither KWBA nor its officials, officers, members, employees, elected officials, or volunteers (collectively "KWBA") are entitled to any benefits or protections afforded employees or volunteers of the Park District and are not bound by any obligations as employees of the Park District. KWBA will not be covered under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District and any injury or property damage arising out of any KWBA activity will be KWBA's sole responsibility and not the Park District's responsibility in any manner. Also, it is understood that KWBA is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and, therefore, KWBA will be solely responsible for its own actions. The Park District will in no way defend KWBA in matters of liability.
8. KWBA shall fully cooperate with any investigation conducted by or on behalf of the Park District and/or the Park District Risk Management Agency "PDRMA". Failure to fully cooperate with any such investigation shall constitute a breach of Agreement and in the sole discretion of the Park District, may result in revocation or suspension of any KWBA privileges under this Agreement
9. KWBA shall not represent itself or members of KWBA as employees, elected officials, volunteers, or agents of the Park District.
10. KWBA or members of KWBA will not advertise or solicit participants using the name or logo of the Park District without prior written permission of the Park District.
11. All fees, charges, monies, and expenditures shall be handled by KWBA itself, with its own accounts in the group's name. KWBA shall have a written policy regarding refunds. All requests for refunds shall be addressed in a timely manner.
12. KWBA acknowledges and agrees that KWBA is responsible for any and all expenses, including, but not limited to, the provision of equipment and materials related to KWBA's activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.
13. Activities, programs, and events sponsored by KWBA shall not, other than to adhere to specific membership guidelines, program requirements, or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, sexual orientation, disability, or any other characteristic protected by local, state, or federal law.
14. KWBA agrees to conduct criminal background checks for all employees and volunteers eighteen years of age or older and who directly supervise individuals under the age of eighteen (18) years.

KWBA is solely responsible for determining whether any conviction disqualifies any employee/volunteer if requested, KWBA will provide the background checks to the Park District.

15. KWBA agrees to cross-reference all employees, elected officials, and volunteers with the state and/or local Child Offender Database. If requested, KWBA will provide the cross reference checks to the Park District.
16. KWBA understands and agrees that it is solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any KWBA and/or activity and that the Park District is not responsible for any employment-related decision of any kind.
17. Registration for membership/tryouts must not exclude qualified residents of the Park District.
18. KWBA shall agree to all of the Winnetka Park Districts Athletic Fields Conditions of Use, see Appendix A.

II. Facility Use

1. Requests shall be made at least 2 months in advance to ensure availability. Requests must have a specific schedule (times and dates) for practices and games (KWBA shall not blanket request the fields). If space is requested but not used, KWBA will be required to pay for the scheduled allotment. Requests need to be made to Park District liaisons in order for the request to be valid. Park District Programs take precedence. KWBA will receive a discount rate and priority for use of fields, courts, rooms or other Park District facilities. Priority scheduling will be as follows:
 - a. Park District Programs/Preferred Renters
 - b. Affiliate Groups
2. It is the sole responsibility of KWBA to determine whether any facility, field, or location is safe and/or appropriate for any intended use.
3. KWBA shall inspect each facility, field, or other location prior to and subsequent to each use and shall promptly report any unsafe condition (holes in sports fields, broken equipment, etc.) to the Park District liaison.
4. KWBA is solely responsible for providing supervision and security services, as needed, for any and all KWBA activities. The District shall assist in securing police officers for parking and safety details. No games shall be played if proper police supervision is not secured, when needed.
5. The Park District does not assume any responsibility, care, custody, or control of any KWBA property or equipment brought upon or stored on Park District property. KWBA is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Park District property. KWBA shall store all equipment in a clean and tidy fashion.
6. KWBA shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures.
7. KWBA shall not conduct any maintenance or repairs to any fields on Park District property.
8. KWBA must abide by the Winnetka Park District Recreation Department Field Closure Procedures. See Appendix C.

III. Rental/Usage Fee

1. KWBA shall reimburse the Park District for all direct costs of supplies and light fees. In addition, KWBA will reimburse the Park District for all staff cost in relation with the KWBA Memorial Day Weekend Tournament.
2. KWBA will guarantee the Park District of no less than 1100 hours of field usage for each year this Agreement is in place. If KWBA does not use at least 1100 hours, the remaining hours to equal 1100 will be added to the final invoice of year.
3. KWBA will be charged the following hourly rate for the baseball fields from 2020-2022 (all other fields are subject to the Winnetka Park District User/Field Policy):
 - a. 2020-\$17.00/hr.
 - b. 2021-\$17.50/hr.
 - c. 2022-\$18.05/hr.
4. Invoices will be due no later than 30 days, after the invoice has been received at the end of each season, once the invoice has been issued. After the 30 days, a 5% fee will be applied to the invoice. A 5 % charge will continue to be applied after 60, 90 and every 30 days thereafter until the invoice is paid in full.

IV. Advertisement

The Park District will provide KWBA with a maximum of one-quarter page of advertising in the Park District seasonal program guide if KWBA so desires. Such promotional material must be submitted in accordance with District's brochure deadlines. The Park District will design the brochure advertisement with the information and consultation provide by KWBA. A copy of the Park District's Program Guide Production Timeline, which established deadlines for promotional copy, will be given to KWBA on an annual basis. In addition, the Park District website will provide a link to KWBA website. KWBA will be asked to provide a website link to the Park District website.

V. Insurance and Indemnification

KWBA shall procure and maintain for the duration of this Agreement, the following insurance against claims for injuries to persons or damages to property that may arise from or in connection with any of KWBA's activities:

A. Commercial General and Umbrella Liability Insurance

KWBA shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, liability assumed under an insured contract (including the tort liability

of another assumed in a business contract), and shall not be endorsed to exclude claims arising from athletic participation.

If KWBA intends on distributing, selling, serving or furnishing alcoholic beverages, liquor liability coverage (including Dram Shop coverage) shall also be provided with a limit of not less than \$1,000,000 per occurrence.

The Park District shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. Any insurance or self-insurance maintained by the Park District shall be in excess of KWBA's insurance and shall not contribute with any KWBA insurance.

The CGL policy must include individuals for athletic participation.

B. Business Auto and Umbrella Liability Insurance

If applicable, KWBA shall maintain business auto liability and, if necessary commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident, for each such policy. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

If applicable, KWBA shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

D. Other

KWBA waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to KWBA's use of any Park District property or facility.

E. General Insurance Provisions

1. Evidence of Insurance

Prior to exercising any rights under this Agreement, KWBA shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested.

Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Park District's obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting KWBA from using the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District.

Failure to maintain the required insurance may result in termination of this Agreement at the Park District's option.

KWBA shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject any KWBA insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If KWBA's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, KWBA may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

F. Indemnification

KWBA shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the conduct or management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this Agreement; (ii) any act, omission wrongful act or negligence of KWBA or any of KWBA's partners, directors, officials, officers,

agents, employees, members, volunteers, participants, invitees, licensees, contractors, or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or upon any Park District property or facility regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. KWBA shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of KWBA's breach of any of its obligations under, or KWBA's default of, any provision of this Agreement.

VI. No Third Party Beneficiary

This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or implied, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

VII. Other

1. KWBA is responsible for following the Winnetka Park District's severe weather protocol and field cancellation/conditions procedures.
2. KWBA shall work with the Park District to promote baseball opportunities, where appropriate. KWBA shall further work cooperatively with the Park District to ensure that baseball camps etc. are not in direct competition with one another.
3. KWBA shall be responsible for storage of the bases and other field equipment (outfield fences) after their activities are finished for the day. Bases and other equipment (outfield fences) will need to be placed in the storage units by the fields.
4. KWBA shall respect the neighborhoods surrounding the baseball fields while complying with all park rules. See Appendix B.
5. All publicly displayed marketing pieces shall include the Park District logo or "Fields Provided by Winnetka Park District".

VIII. ADA Policy/Requirements

1. Activities, programs, and events sponsored by KWBA shall not, other than to adhere to specific and essential eligibility criteria, program requirements, or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, sexual orientation, disability, or any other characteristic protected by local, state, or federal law.
2. KWBA shall comply with all applicable local, state, and federal laws, including, but not limited to the Illinois Human Rights Act, the American with Disabilities Act, and the Civil Rights Act of 1964. KWBA shall base employment, volunteer, and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, disability,

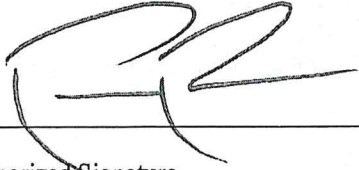
sexual orientation, sex (except as an appropriate division for athletics programming), national origin, age (except as an appropriate division of programming levels for youth athletics programming), marital status, or any other protected characteristic as established by law.

3. KWBA shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures, including, but not limited to providing inclusion services and reasonable accommodations under the Americans with Disabilities Act and Illinois Human Rights Act.
4. KWBA shall indemnify and hold harmless the Park District and its officers, officials, employees, elected officials, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the conductor management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this Agreement; (ii) any actual or alleged act, omission, wrongful act or negligence of KWBA or any of KWBA's partners, directors, officials, officers, agents, employees, members, volunteers, participants, invitees, licensees, contractors, or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or upon any Park District property or facility, regardless of whether or not it is caused in part by a party indemnified hereunder; and (iv) any violation of civil rights or anti-discrimination laws, including but not limited to the Civil Rights Act of 1964, the Americans With Disabilities Act, and the Illinois Human Rights Act. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. KWBA shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of KWBA's breach of any of its obligations under, or KWBA's default of, any provision of this Agreement.

IX. Termination and Duration

- a. The initial term of this Agreement shall commence **March 15, 2020** and end on **November 1, 2022**.
- b. The Park District retains the right to alter the terms and conditions of this Agreement or to terminate this Agreement at any time and for any reason, including, but not limited to misconduct of KWBA or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of Park District residents, or because KWBA has breached any of its obligations under this Agreement.
- c. KWBA may terminate this Agreement by providing a minimum of 45 days written notice.
- d. KWBA will have financial responsibility to the Park District for any outstanding fees and/or money owed to the Park District and shall promptly reimburse the Park District. Any money owed to KWBA by the Park District shall be promptly reimbursed.
- e. The Agreement may be amended by the written approval of both Parties.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.



Authorized Signature

KWBA

3/2/20

Date

Authorized Signature

Winnetka Park District

Date

Appendix A

Winnetka Park District

Athletic Conditions of Use

As used in this Agreement, Winnetka Park District includes its officers, agents, employees, elected officials, and volunteers.

As used in this Agreement, "premises" and "facilities" includes all rented facilities and common areas including, but not limited to athletic fields, parking facilities, restrooms, walkways, hallways, etc.

NOW, THEREFORE, in consideration of the recitals and representations herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. User shall not enter, occupy or use the listed facility (ies) until the time(s) and date(s) of their schedule are approved.
2. User shall vacate the facility (ies) at the time(s) and date(s) indicated in their schedule or be charged a pro-rated amount for every one-half (1/2) of overtime use.
3. User shall remit the full balance due for the rental of said facility (ies) upon vacation of said facility (ies)/property and immediately upon termination of rental period.
4. Winnetka Park District does not assume any liability for property damaged, lost or stolen on the Winnetka Park District premises, or for personal injuries sustained on the premises during User's use of the premises and User hereby agrees to assume the full risk of any injuries, damages or loss, regardless of severity, that User may sustain as a result of this Agreement. User further agrees to waive and release the Winnetka Park District from any and all losses, claims, suits or judgments or damages that User might sustain as a result of any and all activities connected with or associated with this Agreement.
5. That no Winnetka Park District equipment or property shall be removed from the premises without written permission of the Winnetka Park District.
6. That, unless otherwise permitted, no beer, liquor or any alcoholic beverages shall be brought or consumed upon the premises or be in the possession of any member of the party. It is agreed that violation of this provision shall result in automatic revocation of all rights hereunder and the forfeiture of all fees. The foregoing shall not be interpreted as limited or revoking any rights of the Winnetka Park District under this Agreement.
7. User shall be responsible for inspecting the facility subject to this Agreement prior to each use and shall be responsible for bringing to the Winnetka Park District's attention any potential dangers, safety hazards or problems. User is solely responsible for determining whether said facility(s) is safe, appropriate, and/or compatible for User's intended use.
8. User is solely responsible for providing any and all supervision at all times during User's use of any facility, including but not limited to the rented facility, and all common areas. Further, User shall be responsible for ensuring that User's guests and invitees comply with all applicable rules and regulations pertaining to use of Winnetka Park District facilities.

9. User shall not permit any area to be used for any disorderly or unlawful purposes during the period of this Agreement.
10. That this Agreement for use of the Winnetka Park District facility(ies) will not be entered into by the Winnetka Park District unless said Agreement is signed by an authorized representative or agent of User and delivered to the Office of the Winnetka Park District at the above address with appropriate security deposit.
11. That either party hereto may cancel this Agreement by delivery of written notice to the other party at least one (1) week prior to the scheduled hour as hereinbefore designated. If this Agreement is canceled, the user will not be required to pay the fee hereinbefore designated. The security deposit will be forfeited in all other circumstances whether or not the premises are used by User.
12. It is fully understood and agreed by the parties that User shall fully defend, indemnify and hold harmless the Winnetka Park District, including its officers, employees, volunteers and agents against any and all liabilities, claims, damages, losses, costs and expenses (including reasonable attorneys' fees) arising indirectly or directly in connection with or under, or as a result of this Agreement.
13. User shall provide a certificate of insurance verifying \$1,000,000 minimum general liability insurance naming the Winnetka Park District as an additional insured, accompanied by a properly executed additional insured endorsement using CG 2011 or equivalent, and specifying the date(s) and nature of the event no later than twenty-one (21) days prior to the event. If alcoholic beverages are being served or consumed, User must also provide proof of Dram Shop and Liquor Liability insurance. User's insurance shall be primary insurance as respects the Winnetka Park District. Any insurance or self-insurance maintained by the Winnetka Park District shall be in excess of User's insurance and shall not contribute with it.

This insurance requirement may be waived or modified upon written approval by the Winnetka Park District.

14. User's insurer shall agree to waive all rights of subrogation against the Winnetka Park District.
15. User shall comply with all applicable rules, regulations, ordinances and permit procedures.
16. This rental Agreement may be revoked at any time at the discretion of the Winnetka Park District due to misrepresentation of User, the misconduct of individuals in the group or for misuse of property. Future rentals may not be issued to User.
17. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.
18. This Agreement may not be assigned by User without the Winnetka Park District's prior written consent.
19. This Agreement represents the entire understanding between the parties. This Agreement may be modified or altered only by further Agreement in writing between the parties.
20. Interpretation of this Agreement shall be governed by the laws of the State of Illinois.

Appendix B

Winnetka Park District

Turf/Facility Rules

Thorguard Lightning Prediction System

The warning horn will sound with an uninterrupted 15-second blast and a strobe light will flash. Once a threat is detected, the system continuously updates weather data. Please clear the fields in a calm and timely manner and go to one of the appropriate shelters below. Wait for the “all clear” signal (3 short bursts) to resume activity. If the “all clear” signal hasn’t sounded after 30 minutes, all activities are cancelled.

**If the weather appears to be threatening and no alarm is heard, please leave the park.*

Appropriate Shelter (At Skokie Playfields)

- 1st-Hard top vehicle (if unavailable proceed to one of the following Park District Shelters)
- 2nd-Administration Building (if available)
- 3rd-A.C. Nielsen Tennis Center (Front desk will inform patrons where to go)
- 4th-Winnetka Ice Arena

Application & Use of Artificial Turf/Facility Fields

- Turf field use is scheduled and approved in accordance with Winnetka Park District athletic field user/fee policy.
- All fields/baseball fields require a permit – available by application through the Park District administrative office.
- An approved field use permit must be available during the use and presented to any Park District representative upon request.
- Permits may be revoked if there is failure to follow Park District rules and regulations. There may be a fee that will be charged to the permit holder/team.
- The Park District reserves the right to cancel any event or to restrict access to the fields due to an emergency, severe weather, vandalism, poor playing conditions, or damages that could cause safety concerns.
- A rest and renovation program is scheduled for Winnetka Park District Skokie Playfields. The Park District does attempt to be flexible in accommodating user groups, but ultimately the health and safety of the user and the condition and playability of the fields or facilities takes priority. This may require the closure of the fields or facilities, denial of use of field and/or alternate sites for athletic use.
- Games and/or practices will not start before 8 a.m. nor exceed 10:00 p.m. NO EXCEPTIONS. Organizations should make necessary changes or alterations to their rules and regulations concerning games stopped due to park time regulations. The lights on the fields are pre-programmed to shut-off at 10:00 p.m. every night.
- Misrepresented and/or unauthorized use of the Winnetka Park District and associated facilities is subject to: revocation of permit and termination of future usage privileges; enforcement per Winnetka Park District ordinance #504 (available for review at the office) and/or local police citation.

Rules & Procedures Governing Use

It is the responsibility of the field representative and/or individual identified as the person on the permit to enforce the rules and regulations regarding the conduct of the group while using Park District facilities. These rules include, but are not limited to:

- Tables and chairs are not allowed on the turf area.
- Golfing or other non-authorized use is prohibited on the turf surface.
- Wheeled devices, including but not limited to motorized vehicles, bikes, wagons, inline skates, scooters and skateboards are not allowed on the turf.
- No painting of the field is permitted.
- Field use begins and ends at the times stated on the permit, including inspections, set-up and clean-up. Groups are not allowed on the fields prior to the start time stated on the permit and are required to exit the fields and have adjacent areas cleaned up at the ending time indicated on the permit.

- Only authorized/approved equipment can be used on the facilities.
- Permits are non-transferable.
- Practices are not allowed on lined softball and baseball fields that have been prepped for games (dragged and chalked).
- Selling of food or other items is not allowed without a Park District approval and required insurance.
- Amplified sound is not allowed on any field without Park District approval and will be noted on your permit.
- Property boundary walls and fences are not to be used as backstops at any time. No hitting or kicking balls into backstops or fences.
- No climbing of fences.
- No climbing on or moving of goals is allowed. Any such request must be made on the rental format at the time of application or prior to usage.
- Portable goals and/or temporary markers are allowed, but must be removed daily.
- Groups shall inspect the fields/facility prior to and subsequent to each use to determine whether condition are safe and/or appropriate for any intended use. Groups shall promptly advise the Park District of any unsafe/dangerous condition.
- Animals are NOT ALLOWED inside the turf area and Skokie Playfields.
- No food (including sunflower seeds), gum or chewing tobacco is allowed on the turf surface.
- Metal spiked shoes are not allowed on the turf surface; clean athletic shoes (free of mud) and plastic spikes are permissible.
- During athletic competitions, all spectators shall remain off of the turf area.
- Moving of portable goals is done by authorized personnel only.
- Only free standing field markers and sports equipment may be used on the artificial turf surface. No stakes, posts, poles, or markers of any kind may be driven into the turf surface.
- No unauthorized tents, chairs, or shade structures will be allowed on the turf surface or adjacent walkways.
- Grills or other open cooking structures are prohibited.
- Authorized vehicles only. No personal vehicles.
- No glass containers.
- Please dispose of all garbage in trash cans.
- Plain water bottles filled with water only or a cooler with water is permitted.
- No alcohol is allowed in the park.

Artificial Turf Athletic Field Use Guidelines

- Stay Hydrated – Water bottles, filled with water only or a cooler with water, are the only beverages welcome on the artificial fields.
- Food – Eating is not permitted on the field. Food scraps and even sunflower seeds are VERY difficult to remove. These items reduce the quality of the play and will shorten the life of the field.
- Pick up your trash – make sure the field is clean when you are finished. The permit holder is responsible for litter left by spectators.
- Stay clean and healthy – wash your hands, along with any cuts, scrapes or turf burns after play.
- Lift goals – carry any objects that need to be moved for play. Dragging heavy items such as goals or other equipment across the athletic field may tear the surface. Don't move goals alone or allow small children to move them. Dropping the wheels is a 2-person job, please watch your fingers.
- Adhesives – adhesives are not allowed, tape and line markings will damage the turf.
- Dogs – dogs are NOT ALLOWED on any Park District athletic fields.
- Bikes – bikes, motorcycles, skateboards, and rollerblades are not allowed on turf fields, they may tear the surface.

Failure to comply with these rules may result in withdrawal of playing time and/or a reimbursement fee for additional field maintenance costs of \$100 per staff hour and direct cost of supplies.

Winnetka Park District

Recreation Department Field Closure Procedures

The purpose of these procedures is to reduce the chance of personal injury and to protect the integrity of the sports fields. Neither games nor practices shall be held if field conditions are such that usage may increase the risk of injury to users or may cause damage to the field. Field closure procedures mainly address field usage during or after adverse weather however, the Recreation Department may close a field or fields at any time it is deemed unsafe for users. The Winnetka Park District will make every effort to allow the rescheduling of practices or games to prevent delays to an organization's schedule.

A field use permit must be obtained before any organized sport/activity can take place on any Winnetka Park District sports field. To obtain a field use permit please contact the Recreation Department at 847-501-2040.

Fields shall be considered open and usable unless otherwise indicated by the Recreation Department. Field usage during wet or saturated conditions may cause personal injury or extensive field damage resulting in field closure and costly renovations. If the condition of a field is marginal at best, it's always better to reschedule your game or practice rather than risk damaging the field and having it taken out of use. When the soil dries it will create ridges and permanent standing water will start to appear at the next rainfall. Deciding to play in wet areas has long lasting negative effects for weeks or months which may cause delays to the season.

Rainouts are determined ONLY by our staff or by an umpire, never by team(s) or coaches. We need to be fair in applying the same criteria all across the board, and cannot leave it up to the individual team(s). What somebody might call "too much rain" is only a "drizzle" to somebody else.

Field Closure Process

Weekdays

- A decision on field closure will be made by the Parks & Recreation staff no later than 3:00 P.M. using the field closure criteria; after that, it is up to the organization or the umpire to call it.
- If adverse weather affects the field conditions prior to/after a game has begun, a coach, umpire, or field official may close a field temporarily or for the remainder of the day. A coach, umpire, field official, or organization designee cannot open a field that has been designated closed by the Parks and Recreation Department.
- If the fields are deemed closed, all adjacent turf areas shall be deemed closed as well.
- The Winnetka Park District will make a reasonable effort to make fields playable for scheduled games if it is determined that fields can be made playable prior to scheduled start time.
- Coaches may check the field hotline by going to the Winnetka Park District website (www.winpark.org) or the rainout line app.
- The Recreation Department or its designee shall inspect fields the following day for condition change, possible damage, and necessary repairs and post signage accordingly.

Weekends

- A decision to open or close a field shall be made by Parks & Recreation Department staff by 8:00 A.M. on Saturdays and Sundays. After that, it is up to the organization or the umpire to call it.

- The Recreation Department or its designee shall inspect fields the following day for condition change, possible damage, and necessary repairs, post signage, and update field status hotline, if necessary.

Field Closure Criteria

Fields shall not be used if one or more of the following conditions exist:

- Inclement weather forecast, i.e. how much rain has fallen or will fall.
- There is standing water present in the grass areas.
- Staff size-how many employees are working on that particular day.
- There is standing water present on the infield mix areas that cannot be removed without causing damage to field.
- There are muddy conditions present that will not dry by the start of the game.
- While walking on the field, water can be seen or a “squish” sound can be heard with any footsteps.
- While walking in the turf areas, any impression of your footprint is left in the soil surface.
- While walking on the infield mix, an impression of more than ¼” deep is left by a footstep.
- **Remember:** Standing water occurs because the ground is saturated. Removing standing water does not eliminate the saturation. It is the saturation that can cause personal injury or damage to the sports field.
- In turf areas, the use of materials to dry water or mud, such as “Turface,” “kitty-litter,” lime, etc. are not permitted.
- If substantial rain (anything more than a light drizzle on a dry field) occurs all fields will be closed.
- If a field is deemed closed at a park that includes more than one field, all fields will be considered closed at that facility.

Additional field closures may occur if one or more of the following conditions exist, but not limited to:

- Field repairs
- Field renovations
- Irrigation system malfunctions
- Drought contingencies
- Turf grass stress caused by drought
- Turf grass management practices
- Insect or fungus problem and/or the treatment of such

Loss of Field Use Privileges

Field users are asked to adhere to the signs indicating fields are closed. Failure to abide by the procedures may result in the forfeiture of field deposit and/or loss of field use. If an organization or individual group is found to be playing on a field that is closed, based on field closure criteria, they will be asked to leave immediately, if appropriate. Possible suspension of field permit and reimbursement for damages may apply. A history of violations may result in denial of future field use permit requests.

Emergencies

If there is a non-emergency at the rental site, please contact the Police Department at 847-501-6034. For all other emergencies or medical attention, call 9-1-1.

Winnetka Park District

Board Summary

Date: February 28, 2020
To: Board of Commissioners
Subject: Equipment Replacement – Grounds Master 4000-D 4WD
From: Greg Fields, Parks Operation Manager
Through: John Muno, Executive Director

Summary:

The Parks Department has identified the need to replace one 2011 Toro Grounds Master 4000-D. This mower is essential to the mowing operation as it is the largest and most efficient in the fleet. Staff has identified Toro Grounds Master 4000-D 4WD as the best replacement option.

As previously presented in November during the budget process this piece of equipment was identified to be replaced through the long range plan approved in the 2020 budget (Capitals).

Reinders Company submitted a quote via the National Intergovernmental Purchasing Alliance for (1) “Toro Grounds Master 4000-D Mower” with the gross delivered price of \$53,999.13. This price includes the purchase of (1) Toro Grounds Master 4000-D mower for a unit price of \$52,887.63 as well as the required accessories for \$1,111.50. The trade-in allowance is \$2,500 for a net price of \$51,499.13. Staff feels that the “trade-in allowance” given the 9 years of service is a fair price considering condition and hours on the motor. The budgeted amount for this item is \$52,000.

The National IPA is a cooperative purchasing organization serving national, state, county, city and local governmental agencies. Winnetka Park District is registered with the National IPA. By purchasing through the National IPA, this will allow staff to order the unit at a greater cost savings to the district and not have to go through the formal bid process.

Recommendation:

Staff recommends that the Park Board approve the purchase of (1) new “Toro Grounds Master 4000-D mower” from Reinders Company of Sussex Wisconsin with the configuration shown on the quote as presented through the National IPA Bid for the net price of \$51,499.13 which includes the trade-in allowance of \$2,500.

END



Grounds & Sports Turf

Joel Baxter
Territory Manager
911 Tower Road
Mundelein, IL 60060
Cell (262) 443-0363
Fax (847) 678-5511
jbaxter@reinders.com

Acct #: 221276
Winnetka Park District
540 Hibbard Road
Winnetka IL 60093

Contract # 4018513	Quote I.D. #
Quote Date 7/20/2020	Quote Good for 30 Days

Attn: Greg Fields



Qty	Line Item	Model #	Description	Unit Each	Total
1	23-27	30609	Toro Groundsmaster 4000-D, 4WD, 11ft Cut <i>*Standard with Air Ride Seat w/ arm rests</i> <u>Accessories</u>	\$52,887.63	\$52,887.63
1	24-28	30414	North American Road Light Kit	\$918.90	\$918.90
1	24-28	30691	Lights Adapter Kit	\$192.60	<u>\$192.60</u>
					\$53,999.13
1			2011 GM-4000 5069 HRS. Trade In		<u>-\$2,500.00</u>
				Total:	\$51,499.13

I am pleased to submit the attached proposal for your consideration

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the seller. All proposals and agreements are contingent on availability of product from the manufacturer. Typographical errors are subject to correction.

All prices quoted include delivery to your facility unless otherwise stated. The preceding pricing is valid for 30 days. Prices include assembly where applicable and accessibility to parts and service manuals. Timing at delivery may vary and is subject to manufacturer's availability. Purchaser is responsible for applicable taxes. **A 2.5% service fee will apply for all credit card transactions.**

To accept this proposal, sign here and return: _____

Date: _____

Joel Baxter
Territory Manager
Reinders, Inc.



**The Winnetka-Northfield Chamber of Commerce
Cordially Invites You to Our 44th Annual
Recognition Lunch**

Wednesday, April 8, 2020

Fashion Show and Silent Auction

**11:00 A.M.- 1:15 P.M., Winnetka Community House – Matz Hall
620 Lincoln Avenue, Winnetka**

Man of the Year – Brad McLane

Woman of the Year – Penny Lanphier

Lifetime Achievement Award _ The Josselyn Center for Mental Health

Business Leader of the Year – Markie Carlson-Gekas, Children’s Gift Shop

Educator of the Year – 100 Years of Progressive Education

Heart of the Community – Northfielders’ Garden Club

Winnetka Park District Honoree of the Year – John Shea, Jr., Superintendent of Recreation

Public Safety Honoree of the Year – Officer Marcin Beskur, Winnetka Police Department

Centennial Honorees

Hadley

Kaehler Travel

North Shore Country Day

Assigned Table Seating –Please list seating preference with guest names, phone # and email.

Name of Business or Organization _____

Address _____

Telephone _____ *Email* _____

\$55.00 per person OR \$500 for table of 10 - Total \$ _____ for # of people _____

I am unable to attend but wish to support the Winnetka-Northfield Chamber of Commerce with a tax deductible donation. \$ _____. Please make my donation in honor of _____

**Make checks payable to: Winnetka-Northfield Chamber of Commerce or
Visa/MasterCard/Discover/AMEX**

Credit Card _____ **Exp. Date** _____ **Security code** _____

Reservations required by March 30, 2019

841 Spruce Street · Winnetka, IL 60093 · p 847-446-4451 f 847.446.4452

Thank you to our 2020 Platinum Members

**@ Properties · Berkshire Hathaway Home Services KoenigRubloff Realty Group
BMO Harris Bank · CIBC Banking Center · City Kids Dental North Shore · COMPASS
Byline Bank · Engel & Völkers · Green Bay Cycles · John Q Cook—Whole Beauty Institute
Loving Care Pet Services · Maze Home · Mysha’a Flooring · Stacked & Folded
Stormy’s Grille & Tavern · The Grand Food Center, Inc.
The Happ Inn Bar & Grill/Taco Nano · Village of Winnetka · Wags on Willow
Winnetka Animal Hospital · Winnetka Park District**