



**WINNETKA PARK DISTRICT  
COMMITTEE OF THE WHOLE  
THURSDAY, March 9, 2017  
Community Room  
540 Hibbard Road  
5:00 P.M.**

**AGENDA**

1. Call to Order / Roll Call
2. Changes to the Agenda
3. Unfinished Business  
None
4. New Business
  - a. Paddle Board Rentals
  - b. Lakefront 2030 Update
    - i. 2017 Initiatives
    - ii. Water Quality Monitoring
  - b. Ice Groomer - Bid Tabulation
  - b. NSCDS Agreement Proposal
5. Adjournment

Persons with disabilities requiring reasonable accommodations to participate in this meeting should contact the Park District's ADA Compliance Coordinator, John Shea, at the Park District's Administrative Office, 540 Hibbard Road, Winnetka, IL Monday through Friday from 8:30 a.m. to 5:00 p.m. at least 48 hours prior to the meeting. Telephone number 847-501-2040; Fax number 847-501-5779. Requests for a qualified interpreter require five (5) working days advance notice.

**Winnetka Park District  
Board Summary**

**Date:** March 1, 2017  
**To:** Committee of the Whole  
**Subject:** Non-Motorized Vessel Storage Policy  
**From:** John S. Shea Jr., Superintendent of Recreation  
Kevin Rutherford, Recreation Supervisor  
**Through:** Robert Smith, Executive Director

**Summary**

The Winnetka Park District currently offers storage for non-motorized vessels at Lloyd Beach. For the 2016 season the Winnetka Park District sold 152 storage spaces at Lloyd Beach. Out of the 152 storage spaces, only five (5) spaces were occupied by non-residents. Currently there is a waitlist of 80 plus patrons looking to store a non-motorized vessel along the lakefront. Due to the high demands and the implementation of the Winnetka Waterfront 2030 plan, new racks will be constructed at Elder Lane Beach in 2017, alleviating the long waitlist for patrons.

In the current policy, those who had a rack space previously have the first right of refusal when renewing rack space. If a patron chooses not to renew, staff will take patrons off of the waitlist to fill the now unoccupied rack space in the order of which they were added. The current system does not take into consideration residency. For example if a resident who is number five (5) on the waitlist and a non-resident is number four (4), the non-resident will obtain a rack space prior to the resident. For fence-in motorized boat storage the policy is different; non-residents are able to be placed on the waitlist but will only be accommodated if all residents on the waitlist have declined a space. The policy for fence-in storage gives priority to residents over non-resident.

Mr. K. Jake Canepari, contacted Executive Director Robert Smith on February 8, 2017, regarding the policy of non-motorized storage. Mr. Canepari asked for staff and The Board of Commissioners to review and consider changing the existing policy to give residents priority over non-residents.

**Recommendation**

Staff recommends that we update the current policy to accommodate residents over non-residents on the waitlist for non-motorized storage. Non-residents will still be placed on the waitlist and will be accommodated after all residents on the waitlist have been accommodated or declined membership. By changing the policy and giving residents priority over non-residents, it will make our membership policies for non-motorized and motorized storage indistinguishable.

END.

Robert Smith, Executive Director

February 8, 2017

Winnetka Park District

Dear Mr. Robert Smith,

I am a Winnetka resident, and have recently learned of a meaningful backlog for lakefront paddle board storage. At the time of this request, it was advised by your staff that the wait list was roughly 70 people. I was further surprised to learn that there is no bifurcation of Winnetka residents and non-residents in the this process.

According to the Winnetka Park District 2016 Annual Operating Budget, ending December 31 2016, 46% of the USD 10,675,841 budget is directly generated by the expenses to Winnetka property taxes, which equates to USD 5,243,603.

In our neighboring communities, many park district services are offered to community residents for enrollment first, for a defined window, prior to opening enrollment to non-residents. As I understand there is a need to offer open enrollment to both residents and non-residents for activities whereby there has historically been a lower participation, or when the WPD initiates new programs which need to attract participation.

When we as a community have over subscriber services, as is the case for summer long paddle board storage, it seems reasonable to expect a preference be given to residents, at minimum for the opportunity of early sign-up. As this constitutes a summer long permanent storage, it appears inequitably skewed to favor non-residents whom may pay more in a subscription, but certainly not more than the Winnetka resident if we consider the property tax contribution. We are putting the residents whom pay into that fiscal budget, 46% on property tax generation, no advantage for a permanent summer beach storage, which is over subscribed.

I am proud to be a resident of Winnetka, with kind spirited neighbors, great school, good businesses, well-appointed parks and recreation offerings. It truly is a wonderful place to call home. I too am proud that we are an open community, with civility and interest to provide open access to resident and non-resident.

We too should be mindful of the Community Residents who call Winnetka home, making our Winnetka a welcoming, prosperous Community. On the Winnetka Park District website, there is a page "Winnetka About US". You'll notice, the identity of whom the WPD provides its mission, is to the Community of Winnetka Residents. If we hold true to said identity, it's equitable to expect its residents benefit with precedence. WPD "About US" states as follows:

**Vision**

We help build an active, vibrant community identity and a sustainable environment by promoting healthy lifestyles for residents of all ages and abilities through quality recreation services, parks, facilities, programs and partnerships that meet the highest standards of excellence.

**Established**

The Winnetka Park District is a unit of local government

**Boundaries**

The Winnetka Park District covers 4.8 square miles in northern Cook County adjacent to Lake Michigan, approximately 17 miles north of downtown Chicago. It includes the Village of Winnetka and portions of the Village of Glencoe and the Village of Northfield, as well as some unincorporated areas. The Park District's population is approximately 14,500.

**Park**

Established in 1904, the Winnetka Park District purchased the first parcel of land to be dedicated to open park space. Over the next century, through donations and purchase acquisition, open space under stewardship has increased to over 240 acres. Spread throughout the community, 27 park sites comprised of a community park, neighborhood parks, play lots, passive parks and linear parks offer a wide variety of recreation opportunities for the residents of Winnetka.

**Resources**

It is my understanding that for the 2017 season additional storage is being added to our lakefront offerings. The need of additional storage further supports justification for Winnetka residents receiving priority given that this is such an over-subscribed WPD offering.

Specific to Paddle Board Storage, it is my hope as a Winnetka resident, whom is adversely affect, and on an unsolicited basis on behalf of my fellow community residents, that the Winnetka Park District reconsider this procedure for allocating summer paddle board storage for a Winnetka Park District resource. I would request that the WPD consider amending the current paddle board storage rule. I believe there is an opportunity to amend the policy for the 2017 season and beyond.

One option may be to look at the current list of storage requests, bifurcate resident and non-resident, and prioritize assignment to WPD residential constituents. Once Winnetka resident needs have been satisfied, the remaining available excess summer storage could be offered to all non-residents.

So long as the demand for WPD paddle board storage remains oversubscribed, offer beach paddle board storage to Winnetka Community Residents pursuant to the WPD Mission, providing an opportunity to a pre-registration window prior to opening to non-resident.

I respectfully hope this overly subscribed paddle board storage is reconsidered for the preferred benefit of the Winnetka community residents for the 2017 season and beyond.

Respectfully

K. Jake Canepari

**Winnetka Park District**  
**Board Summary**

**Date:** March 2, 2017  
**To:** Parks & Beaches Committee  
**Subject:** 2017 Lakefront Improvements Update  
**From:** Costa Kutulas, Superintendent of Parks  
John Shea, Superintendent of Recreation  
**Through:** Robert Smith, Executive Director

**Summary:**

Over the last few months staff have been planning and working on the lakefront improvements that were budgeted for the 2017 fiscal year. As discussed at the February Parks and Beaches Committee Meeting staff is looking to give the park board an update as to where these improvements are to date.

With the awarded grants staff have begun work on the RFP process and will be submitting for proposals in the upcoming months. The RFP's are part of the engagement phase to start in on the Bluff Restoration Planning. We will also be reaching out to different groups and stakeholders to discuss the Lakefront Water Trails Signage. Both of these grants will take time to properly address the concerns and updates will be given to the Board as the projects progress.

In house staff has been hard at work fabricating the new racks for the non-motorized boat storage at Elder Lane Beach. The new racks will be a hybrid of the newer paddle board racks and the older Lloyd Boat racks. We're excited to be able to offer this type of amenity at Elder to hopefully create a possible water trails link between some of our own beaches as well as help the congestion for non-motorized boat storage. This information will be release to the current waiting list as the project develops.

Other 2017 lakefront improvements include improved food concessions at Tower, relocation of the volleyball court (Tower), lighting improvements to Lloyd boat launch, boat launch attendant structure (Lloyd), fencing removal (Lloyd), woodland clearing of invasive species (Lloyd), nature walkways and trails (Lloyd), pedestrian connection (Lloyd), boardwalk repairs (Maple), improvements to picnic overlook (Maple) and a new drinking fountain (Centennial).

**END**

## Winnetka Park District

### Board Summary

**Date:** March 2, 2017  
**To:** Parks & Beaches Committee  
**Subject:** Water Quality Sampling at Elder Lane Park  
**From:** Costa Kutulas, Superintendent of Parks  
**Through:** Robert Smith, Executive Director

#### Summary:

In the last few weeks Village of Winnetka Public Works Staff have reached out to us asking permission to complete some water quality testing at Elder Lane Park. The testing work is part of a MWRD initiative to look deeper into storm water and flood management issues in separately sewered areas in northern Cook County. One of the objectives of this initiative involves collecting storm water quality data throughout the study area.

After following back up with the Village we were told that the sampling procedures would be identical to what was done in the summer of 2014 when we allowed for this same type of testing to be completed. After an internal review staff has no issue with this initiative and have given the Village the go ahead to proceed this spring/summer with the sampling. The timeline for this project is April-June or July-September due to the limited availability of the equipment. This testing will have virtually no impact on the park with the exception of a small storage box and a post which will be installed for a rain gauge/catcher.

Once the sampling is completed all the equipment will be removed from the park site and everything will be returned to normal. After all the data is collected we'll also have access to the data for our own personal information which will help us understand the water quality better for future planning.

**END**



Stantec Consulting Services, Inc.  
350 N. Orleans St., Suite 1301  
Chicago, IL 60654

February 14, 2017  
File: 10500832

**Attention: North Cook County Municipal Contact for Stormwater**

**Reference: Lake Michigan Watershed Restoration and Flood Management Plan  
Storm Water Quality Monitoring**

The Metropolitan Water Reclamation District hired MWH Americas, Inc. (MWH, now part of Stantec) to develop a Watershed Restoration and Flood Management Plan for portions of the historic Lake Michigan watershed in northern Cook County. This study will build upon previous studies that have been performed within the Lake Michigan and North Branch of Chicago River (NBCR) watersheds in northern Cook County. Several recent flood and stormwater management efforts have highlighted the need for a comprehensive approach to the development of effective solutions, that, in particular, consider both quality and quantity issues. Recent and forthcoming Total Maximum Daily Load (TMDL) requirements for Lake Michigan and inland waterways, in addition to the updated general NPDES Phase 2 Stormwater Permit program for Municipal Separate Storm Sewer Systems (MS4s), require an increased focus on water quality.

This project includes a task for monitoring stormwater quality in 2017 within the study area. The purpose of the task is to collect the data necessary to characterize regional stormwater quality that discharges from separate storm sewers in the project area into the NBCR system and into Lake Michigan.

We would like to meet with you to discuss performing stormwater quality sampling within your storm sewer system. An automatic water quality sampling device, a flow meter, and a rain gauge would be installed at 1-2 sites within your municipality, for a duration of up to 3 months each. Here are a few items we'd like to discuss:

- Specific sampling locations (see attached map for potential general locations)
- Analytical parameters (see attached draft list)
- Meter installation (see attached photos of manhole and fiberglass enclosure installations)
- Installation of 4"x4"x10' post for rain gauge
- GIS/paper/CAD/pdf storm sewer system data
- Permission to access storm sewers and contacts
- Potential periodic use of a building for sample processing

Regards,

Thera Baldauf (312) 831-3043 [thera.baldauf@stantec.com](mailto:thera.baldauf@stantec.com)  
Rick Bolliger (312) 831-3070 [richard.bolliger@stantec.com](mailto:richard.bolliger@stantec.com)

February 14, 2017  
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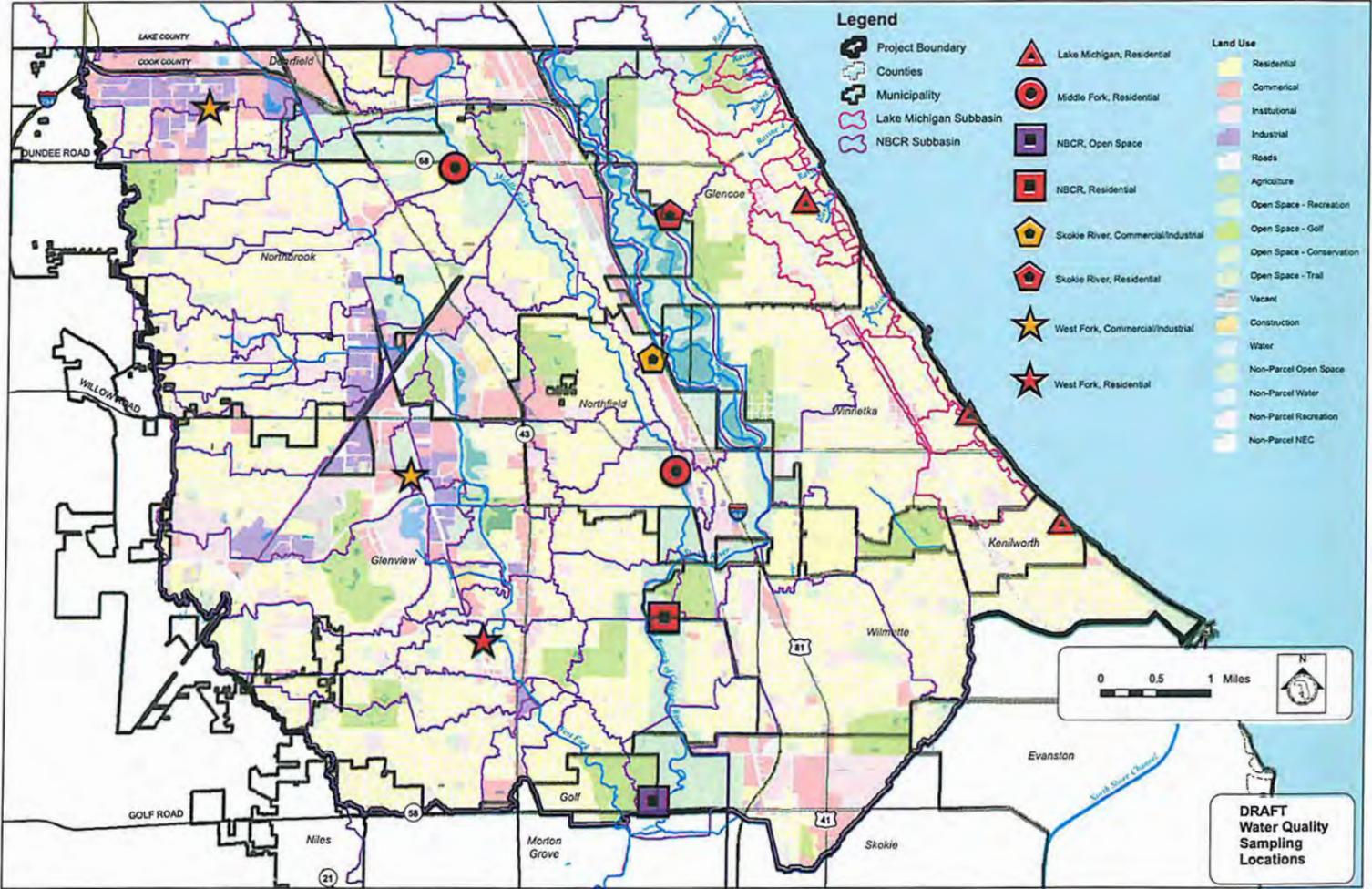
Installation within fiberglass enclosure.  
Rain gauge mounted on 4x4 post.



Installation within manhole using hanger.



Automatic sampler within fiberglass enclosure



**Table 3 – Laboratory Water Quality Parameters to be Analyzed**

STORET Code	Description	Type	MRL preferred by IEPA <sup>1</sup> (mg/L)	Test America		Sample Type
				Method	Lab MRL (mg/L)	
00154	Sulfate (as S) Whole Water	ION	-	SM 4500 SO4-E	5.0	ISCO
00556	Oil & Grease (Freon Extr.-Grav Meth Tot, Rec)	PHY	5.0	EPA 1664-B	5.0	Grab
00610	Nitrogen, Ammonia, Total (as N)	NUT	-	SM 4500-NH3-G	0.2	ISCO
00620	Nitrate Nitrogen Total (as N)	NUT	-	SM 4500 NO3-F	0.1	ISCO
00665	Phosphorus, Total (as P)	ION	-	SM 4500 P E	0.05	ISCO
00900	Hardness, Total (as CaCO3)	ION	-	SM 2340-B	1.32	ISCO
00940	Chloride, Total in Water	ION	-	SM 4500 CL-E	2.0	ISCO
01002	Arsenic, Total (as As)	MET	0.05	EPA 200.8	0.001	ISCO
01007	Barium, Total (as Ba)	MET	0.5		0.0025	ISCO
01027	Cadmium, Total (as Cd)	MET	0.001		0.0005	ISCO
01034	Chromium, Total (as Cr)	MET	0.05		0.005	ISCO
01042	Copper, Total (as Cu)	MET	0.005		0.002	ISCO
01045	Iron, Total (as Fe)	MET	0.5		0.1	ISCO
01051	Lead, Total (as Pb)	MET	0.05		0.0005	ISCO
01055	Manganese, Total (as Mn)	MET	0.5		0.0025	ISCO
01067	Nickel, Total (as Ni)	MET	0.005		0.002	ISCO
01077	Silver, Total (as Ag)	MET	0.003		0.0005	ISCO
01092	Zinc, Total (as Zn)	MET	0.025		0.020	ISCO
01147	Selenium, Total (as Se)	MET	0.005		0.0025	ISCO
31625	Fecal Coliform, MF, M-FC, 0.7 µm	BAC	-		Colilert-18 IDEXX <sup>2</sup>	1 MPN/100mL
85801	TSS, Total Suspended Solids in Water	OTH	-	SM 2540-D	5.0	ISCO
99906	Escherichia Coliform (E. Coli)	BAC	-	Colilert-18 IDEXX <sup>2</sup>	1 MPN/100mL	Grab
70301	Total Dissolved Solids	OTH	-	SM 2540C	10.0	ISCO

<sup>1</sup> Personal communication with Bob Mosher of IEPA (March 2014)

<sup>2</sup> E. coli and Fecal coliform will be run by a separate lab at two dilutions per sample (1:1 and 1:1,000).

In addition, *in situ* measurements will be taken at each active site during sample collection for the following parameters:

temperature, dissolved oxygen, specific conductivity, pH, and chloride.

## Winnetka Park District

### Board Summary

**Date:** March 1, 2017  
**To:** Board of Commissioners  
**Subject:** Equipment Replacement – Zamboni 446  
**From:** John Muno, Superintendent of Facilities  
Paul Schwartz, Ice Arena Facility Manager  
**Through:** Robert Smith, Executive Director

#### Summary:

As approved in the Ice arena 2017 budget (Capitals), Ice Arena staff proposes to replace the existing “1996 Zamboni 520” ice resurfacers.

This machine is currently being used as the main resurfacers for the outdoor refrigerated rink and as the back-up resurfacers to the indoor rink. This machine is also used weekly on the indoor rink as the ice maintenance machine. Due to the age of this machine and its inability to properly resurface the outdoor rink, staff has identified the “2017 Zamboni 446” as the best replacement machine to address the current and future needs at the Ice Arena.

The Zamboni Company submitted a quote via the National Joint Powers Alliance for a “Zamboni 446” with the gross delivered price of \$103,809.35. This price includes the 3% NJPA Discount of \$3,145.65, and includes a \$2,100.00 delivery charge. The trade-in allowance is \$12,500.00 for a net price of \$91,309.35. Staff feels that the “trade-in allowance” given for the 20 year old “1996 Zamboni 520” is a fair price. The budget amount for this item is \$97,000.

The NJPA is a cooperative purchasing organization serving national, state, county, city and local governmental agencies. Winnetka Park District is registered with the NJPA. The “2017 Zamboni 446” is on the NJPA Equipment List Account #68447 and is valid for this piece of equipment until April 2017. By purchasing through the NJPA, 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 a new “2017 Zamboni 446” from the Zamboni Company of Paramount, CA. with the configuration shown on the quote as presented through the NJPA Bid for the net price of \$91,309.35 which includes the trade-in allowance of \$12,500.00.

**END**

**FRANK J. ZAMBONI & CO., INC.**

15714 Colorado Avenue  
Paramount, CA 90723-4211  
Phone (562) 633-0751  
Fax (562) 633-9365  
www.zamboni.com

February 27, 2017

Paul Schwartz  
Winnetka Park District  
540 Hibbard Rd.  
Winnetka, IL 60093

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**PROPOSAL**

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- MODEL:** Zamboni 446
- QUANTITY:** One (1)
- CAPACITY:** Intermediate
- Snow Tank
    - 94 cubic feet (actual volume)
    - 112 cubic feet (compacted)
  - Ice Making Water Tank
    - 138 Imperial gallons (standard)
    - 186 Imperial gallons (optional and in place of the wash water option)
- ENGINE:** Mitsubishi 2.4 Litre
- Four cylinder SOHC, liquid cooled
  - Hydraulic valve adjusters, full-flow oil filter system for long life and ease of maintenance, cast iron block and head for durability.
  - Includes high water temperature/low oil automatic shut down system.
- ENGINE:**
- Engine is approved for propane use by Power and comes with hardened valve seats
  - Load sensing governor enables true "hands-free" operation by driver.
  - All exhaust piping is stainless steel.

**ZAMBONI®**

**TRANSMISSION: Sundstrand Hydrostatic Pump and Motor**

- Continuously variable pump and motor are axial piston-type and offer volumetric efficiencies as high as 95%.
- Maximum drawbar pull even at low speeds and full hydro-dynamic braking.
- Allows the use of a smaller and more efficient engine while still providing superior on-ice power.
- Hydrostat enables the conveyor augers to operate at full speed, regardless of vehicle speed, even when slowing for corners.

**DRIVETRAIN: Dana/Spicer Axles**

- Front- Model 44, rated 4,300 lb. capacity.
- Rear - Model 44, rated 4,800 lb. capacity and is a rigid semi-float design.
- Because the 446 uses Spicer/Dana axles that are optimized for our chassis, we offer the industry's highest manufacturer approved axle capacities.
- Our chassis/axle combination is the key to the Zamboni 446 having a turning radius of 15 feet, a full 3 feet tighter than most other machines.

**ODG Transfer Case**

- Rugged cast iron housing for rigid gear and bearing support. Heat-treated alloy steel gears are helical cut for greater strength and lower noise.
- Hydrostatic motor is wet-mounted to the housing for long shaft life.

**Chassis**

- 3" X 5" structural steel tubing for high strength and long service.

**HYDRAULICS:**

- **Eaton Pump** is a vane-type for high efficiency, flow and speed. This design is also very quiet and has been proven in many rugged applications.
- **Permco Motors** for the conveyor system are cast iron gear-type and provide exceptional durability.
- Direct drive "piggy-back" mounts for trouble-free service. No belts or pulleys.

**HYDRAULICS:**

- **Charlyn Steering Motor** provides very smooth powersteering with little effort.
- **Zinga Filters**, dual 10 micron and 20 micron, ensure a clean environment for all hydraulic components.

- Large 16 gallon tank allows a full 60-70 inches of fluid travel to rid the hydraulic oil of entrapped air and increase heat dissipation.

**SNOW TANK  
AND AUGERS:**

- Large snow capacity and tank design provides all areas of the snow tank to be completely filled, even the top and rear corners.
- The 446's snow tank incorporates a smooth bottom and sides, allowing for the snow to slide out with the least amount of residue and at a much lower height.
- Both 10 inch large diameter augers are double-flighted to ensure good performance even during heavy shaving and the augers are epoxy coated for durability.

**CONDITIONER:**

- Zamboni Ice Resurfacers have a well-deserved reputation for producing the finest sheet of ice, even after many years of being in use.
- A unique design of spring and hydraulic down pressure is used for superior shaving results.
- Performance will continue for the life of the machine by using replaceable bushings and springs.

**HUMAN  
ENGINEERING:**

- The operation of the 446 is very simple. The operator sets the engine speed with the "hands-free" governor and drives the machine with a foot control. However, unlike an automotive transmission, the 446 will provide full power and speed to the augers at all times, even while slowing for corners. And the 446 will ensure the snow tank is compacted and completely filled.
- Speed is controlled by the single foot pedal, equipped with a "dead-man" safety feature to dynamically brake the vehicle to a stop if the operator's foot leaves the pedal.
- Operator compartment has an ergonomic layout and includes a modern steering wheel with spinner knob.
- Engine and hydraulic compartment is easily accessed through the front door for daily maintenance checks, even with the snow tank down.
- Wiring and looms are well routed and protected.

**FACILITY  
ENGINEERING:**

- Zamboni Ice Resurfacers offer unparalleled shaving snow conveyor performance. A quality sheet of ice is among an arena's primary selling features.
- The 446 has the tightest turning radius in the industry, enabling operators to resurface deeper into their corners.
- The snow tank on the 446 is designed in a compact, rectangular package with a flat bottom and sides. This gives the 446 the lowest front-dumping height available. This is important for both dumping indoors as well as outdoors in adverse conditions.
- Our unique engine and hydrostatic transmission enables the 446 to use a smaller, more efficient engine and can provide significant fuel savings.
- The Ontario Ministry of Labour has recommended in a "Hazard Alert Bulletin" that arena ventilation be determined by horsepower of the ice resurfer, which is less than 50% of the larger engines used in competitive machines. This can translate to considerable energy and facility savings.

**MANUFACTURERS  
STATEMENT:**

The Model 446 is proudly designed and manufactured in Brantford, Ontario, by Zamboni Company Ltd., a Canadian company.

**WARRANTY:**

Twenty-four (24) months or 2,000 hours, whichever comes first, parts replacement only.

**SAFETY  
STANDARDS:**

The 446 is engineered to meet or exceed O.S.H.A. and A.N.S.I. safety labelling requirement.

**NJPA  
CONTRACT  
PRICING:**

<b>Zamboni 446.....</b>	<b>\$ 81,575.00</b>
• Dual Fuel Carburetion CNG/LPG.....	\$ 1240.00
• (2) 60 Litre CNG Tanks .....	\$ 1700.00
• Board Brush.....	\$ 5050.00
• Wash Water System .....	\$ 4250.00
• 3-Way Catalytic Converter .....	\$ Standard
• Fuel Management System .....	\$ Standard
• Poly Ice Making Water Tank .....	\$ Standard
• Conditioner Poly Side Plate.....	\$ Standard
• Light Package .....	\$ Standard
• Parking Brake .....	\$ Standard
• LPG Low Fuel Light.....	\$ Standard
• Chrome Wheels.....	\$ 790.00
• Water Level Sight Gauge.....	\$ 215.00
• Ice-Making Tank Drain Valve .....	\$ 170.00
• Tire Wash System.....	\$ 1325.00
• Back Up Alarm.....	\$ 585.00
• Auto Snow Breaker .....	\$ 1665.00
• Snow Tank Light.....	\$ 605.00
• Hydraulic Oil Cooler.....	\$ 965.00
• Stainless Steel Water Distribution Pipe .....	\$ 385.00

**SUB-TOTAL:** \$ 104,855.00

Less NJPA Discount (\$3,145.65)

Less Trade-In: Zamboni 520-6446 (\$12,500.00)

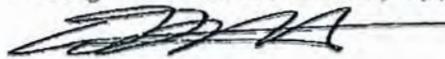
Transportation \$ 2,100.00

**TOTAL:** \$ 91,309.35

**F.O.B.:** Brantford, Ontario

**TERMS:** Net 30 Days on approved credit  
Pricing is firm for 30 days.  
Shipment 300 days or sooner A.R.O.  
Pricing does not include any applicable sales tax.

**THANK YOU:**



\_\_\_\_\_  
Doug Peters  
Regional Sales Manager

2/27/17

Date

Frank J. Zamboni & Co., Inc.  
15714 Colorado Avenue  
Paramount, CA 90723  
Phone: (562) 633-0751  
Fax: (562) 633-9365

**Winnetka Park District  
Board Summary**

**Date:** March 1, 2017  
**To:** Committee of the Whole  
**Subject:** North Shore Country Day School Skokie Playfield Contract Extension  
**From:** John S. Shea Jr., Superintendent of Recreation  
Greg Sauber, Recreation Supervisor  
**Through:** Robert Smith, Executive Director

**Summary**

On April 25, 2013, the Winnetka Park District signed a lease agreement with North Shore Country Day School (NSCD) for use of field space within the Skokie Playfield Complex. Under this agreement NSCD would have sole use of the two (2) artificial turf fields beginning on the first Monday of March through the fourth Friday in May and third Monday in August through the second Friday in the November, from 2:45P.M. to 5:45P.M. In addition, NSCD would have sole use of the Pony Field beginning on the first Monday of March through the fourth Friday of May, from 2:45P.M. to 5:45P.M. This agreement is set to expire after the 2018/19 school year.

Under this agreement NSCD will reimburse the Park District the following amount for usage:

- \$80,000 per year for years one (1) and two (2).
- \$85,000 per year for years three (3) and four (4).
- \$90,000 per year for years five (5) and six (6).

On February 13, 2017, Tom Flemma, Head of School, submitted a written request to the Park District looking to extend the agreement through the 2022/23 school year. In addition, Mr. Flemma is inquiring to change the time of use from 2:45P.M. to 5:45P.M to 3:00P.M. to 6:00P.M. Mr. Flemma has proposed the following fee structure for the four (4) year extension:

- \$92,250 per year for years seven (7) and eight (8).
- \$94,550 per year for years nine (9) and ten (10).

Staff sees one major concern regarding the extension, in regards to the new time schedule. Currently, NSCD is occupying the fields until 5:45P.M. and WPD affiliates/groups are using the fields starting at 6:00P.M. and ending no later than 10:30P.M. per village ordinance. There is fifteen minute clean up period before the WPD groups start to ensure the safe transition between programs. The Park District has made accommodations for NSCD on game days by extending their time to 6:00P.M. Staff will continue to do so throughout the duration of the contract.

If we chose not to extend the contract with NSCD, staff believes that from 2:45P.M. to 4:00P.M. are non-prime time hours. This means that if NSCD did not occupy the fields, staff believes that

it would be difficult to sell this time. Staff does believe they would be able to sell the time frame of 4:00P.M. to 5:45P.M. In addition, staff believes that they would be able to sell one (1) field to affiliate user groups and the other field to a resident base user groups. This would generate a total of \$36,093.75, a current loss of \$48,906.25.

NSCD currently has 530 students enrolled for the 2016/17 school year. Out of the 530 students only 146 (27.5%) students are Winnetka residents.

After reviewing NSCD's request, staff has calculated the three following options:

- Option 1 – Do not extend the lease agreement with NSCD and once the current lease agreement ends, go out to bid to other community groups for the use field space within the Skokie Playfield Complex from 2:45P.M. to 5:45P.M.
- Option 2 – Do not extend the lease agreement with NSCD and occupy field space from 4:00P.M. to 5:45P.M. with affiliate and Winnetka based user groups generating roughly \$48,906.25 annually.
- Option 3 – Extend the lease agreement with NSCD through the 2022/23 school year, but leaving the time from 2:45P.M. to 5:45P.M.

### **Recommendation**

Staff recommends extending North Shore Country Day's lease agreement through the 2022/23 school year with the proposed fees but keeping the time frame from 2:45P.M.-5:45P.M. If the WPD did sell the space to affiliate and user groups, we would approximately make around \$36,093.75 compared to \$92,250 a year and \$94,550 a year with the NSCD lease agreement extension.

END



310 Green Bay Road  
Winnetka, Illinois 60093-4094  
T 847.446.0674 F 847.446.0675  
www.nscds.org

## North Shore Country Day School

February 13, 2017

Robert Smith, Executive Director  
Winnetka Park District  
540 Hibbard Road  
Winnetka, IL 60093

Dear Bob:

Thank you for taking the time to meet with Cindy Hooper and me last week. It was a pleasure to meet both you and John and I enjoyed the chance to hear more about the work of the Park District. It is clear that there is a great partnership between our two organizations and that from both of our standpoints, continuing this relationship is important. I know both organizations will benefit as we move forward with our collaboration.

As discussed, below please find our proposal regarding the continuation of our lease agreement for the athletic fields. We are hoping to extend our arrangement through the school year 2022/23. At this time we would like to see if it is possible to adjust our hours to begin 15 minutes later since none of our schools dismiss until at least 3:00 P.M.

#### Synthetic Turf Fields:

##### Dates of Scheduled use:

- 1<sup>st</sup> Monday of March through 4<sup>th</sup> Friday in May
- 3<sup>rd</sup> Monday in August through 2<sup>nd</sup> Friday in November

##### Hours of Scheduled Use:

Monday through Friday from 3:00 P.M. to 6:00 P.M.

#### Natural Turf Ball Field:

##### Dates of Scheduled use:

- 1<sup>st</sup> Monday of March through 4<sup>th</sup> Friday in May

##### Hours of Scheduled Use:

Monday through Friday from 3:00 P.M. to 6:00 P.M.

#### Fee Schedule:

Year 7, Year 8 (2019/20; 2020/21)	\$92,250/year
Year 9, Year 10 (2021/22, 2022/23)	\$94,550/year

In our discussion we also expressed our desire to rent at least 5 tennis courts for some practice and/or competition times for both our fall and spring teams. The timeframe would be similar to the fields. We also have a robust golf program and being able to practice/compete on your course at least once a week in the fall would be very beneficial to our program.

I look forward to hearing from you regarding this proposed extension of our agreement and look forward to our continued work together.

Sincerely,

Tom Flemma  
Head of School



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Sincerely,

Tom Flemma  
Head of School



## LICENSE AGREEMENT FOR USE BY NORTH SHORE COUNTY DAY SCHOOL OF PORTIONS OF SKOKIE PLAYFIELD

This LICENSE AGREEMENT ("Agreement") is made as of this 25th day of April, 2013, by and between the WINNETKA PARK DISTRICT, Cook County, Illinois, an Illinois park district ("District"), and NORTH SHORE COUNTRY DAY SCHOOL, an Illinois not-for-profit corporation ("Licensee"). District and Licensee are hereinafter sometimes referred to individually as a "Party," and together as the "Parties."

### PREAMBLE

WHEREAS, District owns, operates, manages, and controls certain real property located at 460 Hibbard Road, Winnetka, Illinois, commonly known as Skokie Playfield, and all improvements, fixtures, appurtenances, and personal property located thereon ("Skokie Playfield"); and

WHEREAS, Skokie Playfield currently contains a number of structures, facilities, and recreational amenities, including several natural grass ball fields; and

WHEREAS, District has plans to construct two synthetic turf athletic fields and complete certain improvements to several ball fields at Skokie Playfield; and

WHEREAS, District has identified times when certain portions of Skokie Playfield, including those mentioned above, will not be needed or useful for District purposes; and

WHEREAS, Licensee provides educational and athletic opportunities to students in grades JK-12, many of whom are residents of District, and has in the past used District parks and facilities on an informal basis to provide some of those opportunities; and

WHEREAS, Licensee now desires to seek such use on a more formalized basis and has requested use of certain portions of Skokie Playfield to conduct limited athletic activities, including soccer, football, field hockey, and baseball at limited times when such portions are not being used by District and subject to the payment of a fee as hereinafter provided; and

WHEREAS, District has determined that the revenue generated by this Agreement is necessary and useful to improve and maintain Skokie Playfield for District programs and use by the public in general while at the same time expanding the opportunities for recreational use of improved District facilities; and

WHEREAS, the Board of Park Commissioners of the District has determined that the best interest of the District and the public will be served by the grant of a license to Licensee to use those portions of Skokie Playfield identified below for the limited purposes and during the limited times set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The recitals contained in the foregoing Preamble are hereby incorporated in this Agreement, and all covenants, terms, conditions and provisions hereinafter contained shall be interpreted and construed in accordance therewith.

2. **Licensed Uses.** Subject to the terms and conditions of this Agreement, District hereby grants Licensee the following rights ("License"):

- (a) the exclusive right to use those portions of Skokie Playfield as shown, located and described on the Site Plan ("Site Plan") attached to and incorporated by reference in this Agreement as Exhibit A, on the dates and during the times set forth in the "Master Use Schedule," attached to and incorporated by reference in this Agreement as Exhibit B, for the purpose of conducting limited athletic activities, including soccer, football, field hockey, baseball, and other athletic activities that are approved by the District, which approval shall not unreasonably be withheld;
- (b) the non-exclusive right to use and have reasonable access and means of ingress and egress to, over, upon or across other portions of Skokie Playfield as depicted on the Site Plan and/or as otherwise designated by District, for the limited purpose of gaining access to and enabling use of those portions of Skokie Playfield identified on the Site Plan attached hereto as Exhibit A, as contemplated by this Agreement.

The foregoing portions of Skokie Playfield that Licensee has the right to use are hereinafter sometimes collectively referred to as the "Licensed Property" and the foregoing rights of use and access are hereinafter sometimes collectively referred to as the "Licensed Uses." Licensee shall not use the Licensed Property for any activities or uses except the Licensed Uses, without District's prior written consent. District reserves and shall have the right to use and to permit others to use the Licensed Property at any time that it is not in use by Licensee, whether as set forth in the Master Use Schedule, attached hereto as Exhibit B, or pursuant to notice from Licensee as hereinafter provided.

Licensee shall notify District if Licensee will not be using any portion of the Licensed Property which Licensee is scheduled to use under the Master Use Schedule ("Scheduled Use"). Such notice shall be given as far in advance of the Scheduled Use as is practicable by telephone and notice given in accordance with the notice provision in Paragraph 19 of this Agreement, it being the intent of the Parties that the Licensed Property may be used by District or by third parties permitted by District whenever it is not in use by Licensee notwithstanding that it was made available to Licensee under the Master Use Schedule.

3. **Term of License.** Subject to extension as provided in this Paragraph, and unless terminated as hereinafter provided, the term of the License shall be for a period of three (3) years commencing on a date to be agreed upon in writing by the Parties, but not later than thirty (30) days after the completion of the construction, as determined by the District in its sole discretion, of two (2) synthetic turf athletic fields and the improvements to the ball fields at Skokie Playfield ("Agreed Date"), and ending three (3) years to the day thereafter. Unless sooner terminated as hereinafter provided in this Agreement, within ten (10) days after each anniversary of the Agreed Date, the Parties have the option, upon mutual agreement, to elect to extend the License for an additional year so that the remaining term under the License shall be three years. Extensions of the License term shall be upon the same terms and conditions stated in this Agreement.

4. **License Fee and Other Fees.** As consideration for the License granted by this Agreement, Licensee shall pay to District an annual license fee ("License Fee"). The annual License Fee for years one (1) through six (6) of this Agreement shall be as stated in this Agreement: Eighty Thousand and 00/100 Dollars (\$80,000.00) per year for years one (1) and two (2); Eighty Five Thousand and 00/100 Dollars (\$85,000.00) per year for years three (3) and four (4); and Ninety Thousand and 00/100 (\$90,000.00) per year for years five (5) and six (6). The License Fee for subsequent years after year six (6) shall be mutually agreed upon by District and Licensee at the time of Licensee's election to extend the License term pursuant to Paragraph 3, above. If the Parties fail to reach an agreement as to the License Fee for any year after year six (6), there will be no extension of the License and the License shall terminate upon the expiration of the two remaining years of the term. The License Fee for the first year of this Agreement shall be paid by Licensee to District at District's business office at 540 Hibbard Road in Winnetka, Illinois on or before the Agreed Date. The License Fee for each subsequent year of this Agreement shall be paid on or before the anniversary of the commencement of the Agreed Date at the same address or such other address as District notifies Licensee in writing.

The License Fee set forth above does not include Licensee's use of the outdoor stadium style lights located on the Licensed Property. The District reserves the right to charge Licensee an additional fee for any use of the lights at the Licensed Property. The District will advise Licensee of the amount of such fee at or before the time it approves Licensee's use of said lights.

5. **Compliance with Laws; Manner of Use.** Licensee shall comply with all applicable federal, state, county and local statutes, ordinances, rules, regulations and codes in the conduct of Licensed Uses. Licensee shall conduct, and cause its members, employees, officers, and invitees to conduct, any Licensed Uses in a safe manner and in strict accordance with the terms of this Agreement. Licensee shall not make or permit to be made any use of the Licensed Property or Skokie Playfield which is directly or indirectly forbidden by law, ordinance, or government regulations, or which may be dangerous to life, limb or property, or which may increase District's insurable or uninsurable risk or liability. Licensee shall cooperate with District and the Winnetka Police Department, and shall strictly follow all public safety requirements regarding its conduct of the Licensed Uses. Licensee shall provide adequate supervision during the conduct of the Licensed Uses.

6. **Condition of Property.** Except as otherwise specifically provided in this Agreement, District has not made, and by grant of the License hereunder does not make, any representations with respect to the suitability of Skokie Playfield or the Licensed Property for any purposes including but not limited to Licensee's intended purposes, it being acknowledged and agreed by Licensee that Licensee is solely responsible for ascertaining all conditions affecting Skokie Playfield and the Licensed Property prior to its execution of this Agreement and prior to each use thereof by Licensee, its directors, officers, employees, agents, students and invitees, or any of them.

7. **Reservation of Rights.** In addition to the rights reserved by District under Paragraph 2, above:

- (a) District reserves for the exclusive use of its Park Board, officers, employees, agents, and invitees the remainder of Skokie Playfield, other than the Licensed Property.
- (b) District and its Park Board, officials, employees, agents, and invitees shall have the right to use Skokie Playfield in any manner that does not unreasonably interfere with any Licensed Uses, including permitting the construction, maintenance and operation on, over or under Skokie Playfield, of any public utility facility. District shall have the right to enter upon the Licensed Property at any time(s) to inspect, maintain or repair the Licensed Property "provided, that the District shall not unreasonably interfere with the

Licensee's Licensed Use of the Licensed Property during the dates and times set forth in the Master Use Schedule." District's exercise or failure to exercise any of its rights under this paragraph shall not impose or create any responsibility or liability on District or affect, reduce or nullify in any way Licensee's obligations under the Agreement, including without limitation its obligations under Paragraphs 10, 11 and 12, below.

8. Environmental Matters.

- (a) At all times during the term of this Agreement, Licensee and its members, officers, employees, agents, and invitees shall use the License Property and any other portion of Skokie Playfield, in strict compliance with all applicable Environmental Laws (as hereinafter defined) and, without limiting the generality of the foregoing, shall not cause any Hazardous Materials (as hereinafter defined) to be brought onto, introduced to or handled on any portion of Skokie Playfield or the Licensed Property in violation of such laws.
- (b) As used in this Agreement, the term "Hazardous Materials" means any hazardous or toxic substances, materials or wastes, including but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous or harmful to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR §972.101) or by the Environmental Protection Agency as hazardous substances (49 CFR Part 302) and amendments thereto or such substances, materials, and wastes regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) biohazardous waste (v) designated as "hazardous substances" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321) or listed pursuant to Section 307 of the Federal Water Pollution Control Act (33 U.S.C. §1317), (vi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. or (vii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. §§9601 et seq. or any other applicable Environmental Law.
- (c) As used in this Agreement, "Environmental Laws" means all federal, state and local environmental statutes, rules, regulations, ordinances, judicial or administrative decrees, orders or decisions, authorization or permits, and common law, including, but not limited to, the Resources Conservation and Recovery Act, 42 U.S.C. §§6901 et seq., the Clean Air Act, 42 U.S.C. §§7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§11001 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., The Toxic Substances Control Act, 15 U.S.C. §§2601 et seq., the Oil Pollution Control Act, 33 U.S.C. §§2701 et seq., the National Environmental Policy Act, 42 U.S.C. §§4321 et seq., the Safe Drinking Water Act, 42 U.S.C. §§300 (f) et seq., the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq. or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources, including, without limitation, the preservation of wetlands, and all regulations pertaining thereto.

- (d) Licensee shall provide District with written notice (i) upon Licensee's obtaining knowledge of any potential or known violations of applicable Environmental Laws or the release or threat of release of any Hazardous Materials affecting any portion of the Licensed Property or the Skokie Playfield or (ii) of Licensee's receipt of any notice, correspondence, demand or communication of any nature from any governmental authority related to any alleged or actual violation of any Environmental Laws affecting any portion of the Licensed Property or the Skokie Playfield.

9. **Use of Licensed Property.** Neither Licensee nor any of its respective employees or agents shall place, keep, store or otherwise permit to be placed, kept or stored on the Licensed Property, any equipment or materials, except during such time as Licensee's employees or agents are physically present and conducting activities permitted under this Agreement. In the event that any Licensed Uses require Licensee or its employees or agents to use, place, locate or store any equipment or materials on the Licensed Property at any other time(s), Licensee shall obtain the written approval of District prior to each instance in which Licensee seeks to use, locate, or store such equipment or materials on the Property, which approval may be conditioned on or subject to reasonable requirements.

10. **Suspension of Use.** In the event of an emergency, safety issue, or failure to maintain insurance, or any other condition that constitutes a substantial threat to the health or safety of the District or its park commissioners, officers, employees, agents, invitees or others, as determined by the District in its sole reasonable discretion, the District may immediately suspend Licensee's activities hereunder until such condition has been remedied to the District's reasonable satisfaction in accordance with this Agreement.

11. **Taxes.** On the date of this Agreement, Skokie Playfield and the Licensed Property is exempt from real estate and other taxes by virtue of District's status as a unit of local government. Licensee shall be solely responsible for, and hereby indemnifies and holds District harmless against and from, all costs, taxes, charges and expenses, including without limitation any permits, special assessments, real estate, personal property, or other tax, fine or penalty, which arise out of the Licensee's use of the Licensed Property, or any other part of Skokie Playfield, its exercise of the privileges, or its performance or non-performance of its obligations, under this Agreement. In the event any real estate, leasehold, use, personal property or other taxes or charges of any kind are levied or assessed against Skokie Playfield or any portion thereof, including the Licensed Property, or improvement thereon, or against the District, by reason of the existence of this Agreement or Licensee's use of all or any part of Skokie Playfield, including the Licensed Property, or any improvement thereon, Licensee shall pay promptly all such taxes or charges. District shall send to Licensee a copy of any tax bill or notice of assessment which District receives within a reasonable period of time after District's receipt of same, but in no event later than thirty (30) days prior to the deadline date for filing any protest or objection thereto or making any payment thereon (unless District does not receive any such notice or bill within thirty (30) days prior to the deadline date, in which case District shall provide a copy of the notice or bill within five (5) business days after its receipt). Licensee, in its own name or in the name of District, if necessary, shall have full right at its sole cost and expense to contest the imposition and/or amount of all taxes, assessments, charges, but the pendency of such contest shall not affect Licensee's obligations under this paragraph. In addition to the foregoing, in the event Skokie Playfield or the Licensed Property is determined to be subject to taxes as the result of this Agreement or the activities conducted by Licensee thereon or thereat, District may terminate this Agreement. In such event District shall return to Licensee an amount equal to the License Fee divided by 365 and multiplied by the number of days that would have been remaining until the anniversary date of the License; provided however that District shall be permitted to withhold such payment until evidence of Licensee's payment of the tax assessed is received by District.

12. **Waiver and Release of Liability.** Licensee shall conduct all Licensed Uses entirely at its own risk. Licensee acknowledges that District shall not provide any supervision, security or protection in connection with any Licensed Uses. District shall not be liable or responsible for damage caused by fire, vandalism or other casualty to, or for the destruction, loss, or theft of, any vehicle, equipment, material, supply or other personal property at any time during the Agreement, except such proximately caused by the willful and wanton conduct of District. To the fullest extent permitted by the laws of the State of Illinois, Licensee hereby forever waives, relinquishes and discharges and holds harmless District, and its park commissioners, officers, employees and agents from, any and all claims of every nature whatsoever, which Licensee may have at any time against District, its Park Board, officers, employees and/or agents, including without limitation claims for personal injury or property damage sustained or incurred by Licensee or any person claiming by, through or under Licensee, relating directly or indirectly to any Licensed Uses, the condition of Skokie Playfield or the Licensed Property, or use by District or Licensee of Skokie Playfield or the Licensed Property.

13. **Indemnification and Hold Harmless.** Licensee hereby indemnifies and shall defend and hold harmless the District, its park commissioners, officers, employees, volunteers and agents (the "Park Indemnitees") from and against any and all suits, liabilities, claims, losses, costs, and damages, including but not limited to consequential damages, penalties, fines and expenses, of every kind or nature whatsoever, including without limitation court costs and attorneys', paralegals' and consultants' fees (the "Legal Expenses"), suffered, incurred or sustained by any of the Park Indemnitees, including without limitation, liabilities for the death of, or injury to, any person or the loss, destruction or theft of, or damage to, any property, or liabilities imposed under any Environmental Laws, to the extent relating directly or indirectly to, or arising directly or indirectly from, the exercise by Licensee, its employees, agents and invitees, or any other person acting on its or their behalf or with its or their authority or permission, of the obligations, rights or privileges imposed upon, or granted to, Licensee under this Agreement or their use of the Licensed Property. 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 13. Licensee shall similarly defend, indemnify and hold harmless the Park Indemnitees against and from any and all suits, claims, losses, costs, damages (including but not limited to consequential damages), penalties, fines and expenses, including without limitation Legal Expenses, suffered, sustained or incurred by any of the Park Indemnitees to the extent resulting from Licensee's breach of any provision of this Agreement or otherwise incurred by District in enforcing the terms of this Agreement.

14. **Insurance to be Maintained by Licensee.** In addition to, and without limitation of, Licensee's obligations under Paragraphs 12 and 13 above, and at no cost to District, Licensee shall obtain and keep in full force and effect for so long as any claim relating to any Licensed Uses legally may be asserted, comprehensive general liability and property damage and worker's compensation insurance written to include the coverages for not less than the minimum limits (or greater if required by law) set forth in Exhibit C attached to and incorporated by reference in this Agreement. Prior to commencement of any of the Licensed Uses, Licensee shall obtain and deliver to District a certificate of insurance naming District as an additional insured.

15. **No Property Interest.** This Agreement and the License granted hereunder do not convey to, or create in favor of, Licensee, any legal or equitable title or property interest in whole or in part to Skokie Playfield or any portion thereof, including the Licensed Property; it being acknowledged that this Agreement is a license and not a lease and merely grants temporary and limited permission to Licensee to use the Licensed Property on and subject to the terms and conditions hereof. Licensee expressly acknowledges and agrees that any statute or ordinance relating to landlord/tenant matters or forcible entry and detainer is not applicable to this Agreement and Licensee expressly waives any and all rights to which Licensee might otherwise be entitled under said laws.

16. **Assignment Prohibited.** Licensee shall not assign to any person or entity whatsoever its rights under this Agreement, in whole or in part, or otherwise permit the use of the Licensed Property or any portion thereof, by any person contrary to the provisions of this Agreement.

17. **Termination.** District reserves the right to terminate the License and any and all rights and privileges hereby granted to Licensee under this Agreement immediately upon notice to Licensee in the event:

- (i) Licensee violates or fails to perform its obligations under any of the terms, conditions or provisions of this Agreement and fails to cure any such breach of this Agreement, which by its nature is susceptible to cure, within thirty (30) days after Licensee's receipt of written notice of such breach. Notwithstanding the foregoing, and depending upon the nature of the breach, the District reserves the right, in its sole discretion, to suspend the License until such time as Licensee has cured said breach or has provided the District with adequate security, as determined by the Park District in its sole discretion, to cover any potential liability that may arise as a result of said breach.
- (ii) District receives notice of an alleged violation of any federal, state, or local law, ordinance, rule or regulation relating to Licensee's conduct of any Licensed Uses on, or use of, all or any part of the Licensed Property. Notwithstanding the foregoing, in the event the District receives notice of an alleged violation, and depending upon the nature of said violation, the District may elect, in its sole discretion, to suspend the License until such time as the alleged violation has been fully adjudicated by the proper official or other authority. The District may also elect, in its sole discretion, to allow Licensee to continue its Licensed Uses under this Agreement provided that Licensee provides the District with adequate security, as determined by the Park District in its sole discretion, to cover any potential liability that may arise if the alleged violation is substantiated. In the event that the Park District elects to suspend the License after receipt of notice of an alleged violation, and said violation is later determined to be unfounded, the term of this Agreement shall be automatically extended for a period of time equal to the length of the suspension.
- (iii) District is ordered to do so by any regulatory body or other governmental agency having jurisdiction.
- (iv) Licensee shall have (a) filed a voluntary petition in bankruptcy or made an assignment for the benefit of creditors; (b) consented to the appointment of a receiver or trustee of all or part of its property; or (c) an involuntary petition in bankruptcy shall have been filed in regard to Licensee and the same shall not have been dismissed within ten (10) days of such filing.
- (v) The Licensed Property is taken by another governmental body through the exercise of its powers of eminent domain.
- (vi) The Licensed Property, Skokie Playfield or any portion(s) thereof become subject to any tax as provided in Paragraph 11, above.
- (vii) The Board of Park Commissioners of the District abandons its plans to construct synthetic turf fields or the improvements to natural grass ball fields at Skokie Playfield.

District further reserves the right to terminate the License and this Agreement if District requires any of the Licensed Property in furtherance of its park and recreation purposes, which would preclude the continuation of any Licensed Uses, in which event District will give Licensee at least six (6) months prior written notice.

In the event that this Agreement is terminated prior to an anniversary date, Licensee shall be entitled to a refund in an amount equal to the License Fee divided by 365 and multiplied by the number of days that would have been remaining until the anniversary date of the License

The indemnification and hold harmless obligations and all other obligations of Licensee accruing prior to the expiration or termination of this Agreement or the License granted Licensee hereunder shall survive the expiration or termination of the Agreement or License.

The rights and obligations imposed by Paragraphs 8, 11, 12, 13 and 14 of this Agreement shall survive the expiration or termination of the License and this Agreement.

**18. No Implied Waiver of District's Rights.** No waiver of any rights which District has in the event of any default or breach by Licensee under this Agreement shall be implied from District's failure to take any action on any such breach or default and no express waiver shall affect any breach or default other than the breach or default specified in the express waiver and then only for the time and to the extent therein stated.

**19. Notices.** Notices shall be deemed properly given hereunder if in writing and either (a) hand delivered; or (b) sent by facsimile transmission provided such transmission together with fax machine generated confirmation of such transmission is also sent on the transmission date to the other Party by United States mail, with postage thereon prepaid; or (c) sent by email with read receipt confirmation obtained provided a copy of such email and confirmation is also sent on the transmission date to the other Party by United States mail, with postage thereon prepaid; or (d) sent by registered or certified mail, return receipt requested, and such notice is hand delivered or sent to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time. Notices sent only by mail shall be deemed delivered the second business day after deposit in the mail.

If to Licensee:

North Shore Country Day School  
310 Green Bay Road  
Winnetka, IL 60093  
Attn:  
Fax No:  
E-Mail

If to District:

Winnetka Park District  
540 Hibbard Road  
Winnetka, IL 60093  
Attn: Executive Director  
Fax No.  
E-Mail

**20. Miscellaneous.**

- (a) This instrument contains the entire Agreement between the Parties with respect to Licensee's use of the Licensed Property and cannot be modified except by a written notice dated subsequent to the date hereof and signed by both Parties.
- (b) This Agreement is intended solely for the benefit of the Parties, and is not intended, and should not be construed, as creating any rights in favor of, or any duties or obligations to, any third party.

- (c) Nothing contained in or implied from any provision of this Agreement, including but not limited to Paragraphs 13 and 14, is intended to constitute or shall constitute a waiver of the rights, defenses and immunities provided or available to District under applicable Illinois law, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act.
- (d) Licensee shall pay all of District's costs, charges and expenses, including the Legal Expenses incurred by District in enforcing Licensee's obligations under this Agreement, or which are incurred by District in any litigation, negotiation or transaction, in which Licensee causes District, without District's fault, to become involved or concerned.
- (e) No receipt of money by District from Licensee, after the termination of this Agreement or License, or after the services of any notice, or after the commencement of any suit, shall renew, reinstate, continue or extend the term of this Agreement or the License granted hereunder or affect any such termination notice or suit.
- (f) Headings of sections in this Agreement are for convenience of reference only and do not limit or affect the construction or interpretation of the provisions of this Agreement.

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

**DISTRICT:**

WINNETKA PARK DISTRICT

By: Richard Pime

Its: Board President

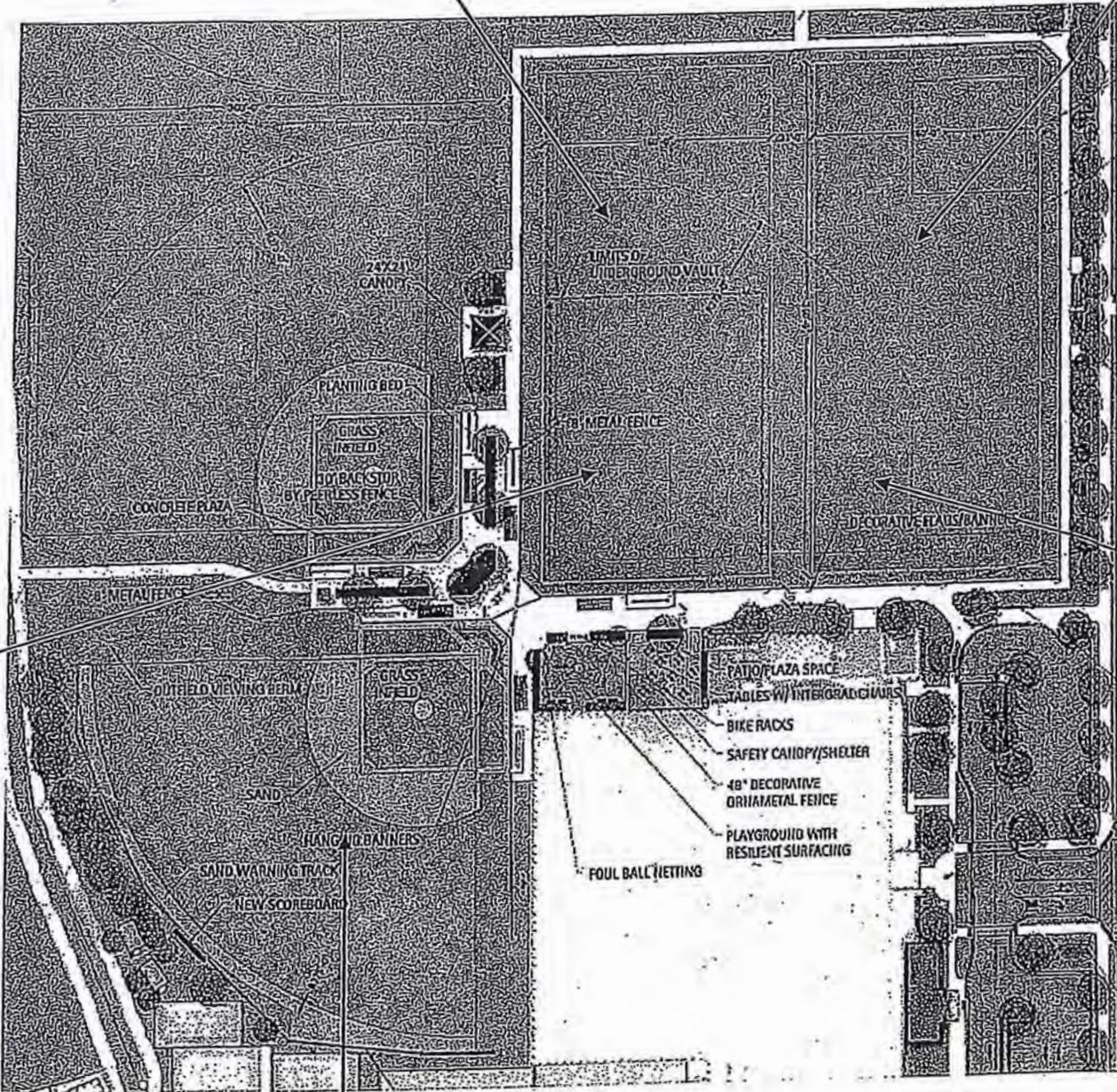
**LICENSEE:**

NORTH SHORE COUNTRY DAY SCHOOL

By: Tom Donahue

Its: Wesley S. Soward

**EXHIBIT A**  
**SITE PLAN**



**EXHIBIT B**  
**MASTER USE SCHEDULE**

**1) Synthetic Turf Athletic Fields**

A. Dates of Scheduled Use:

- (i) 1<sup>st</sup> Monday of March through 4<sup>th</sup> Friday in May.
- (i) 3<sup>rd</sup> Monday in August through 2<sup>nd</sup> Friday in November.

B. Hours of Scheduled Use:

- (i) Monday through Friday from 2:45 P.M. to 5:45 P.M.

**2) Natural Turf Ball Field**

A. Dates of Scheduled Use:

- (i) 1<sup>st</sup> Monday of March through 4<sup>th</sup> Friday in May.

B. Hours of Scheduled Use:

- (i) Monday through Friday from 2:45 P.M. to 5:45 P.M.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

Licensee shall obtain insurance of the types and in the amounts listed below.

**A. Commercial General and Umbrella Liability Insurance**

Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

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, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

District, and its park commissioners, officers, employees, agents, and volunteers (collectively the "Additional Insureds") shall be included as an 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 District. Any insurance or self-insurance maintained by the District shall be excess of Licensee's insurance and shall not contribute with it.

**B. Business Auto and Umbrella Liability Insurance**

If applicable, Licensee shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. 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, Licensee 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.

If District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Licensee waives all rights against District and its park commissioners, officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to Licensee's use of the Licensed Property.

**D. General Insurance Provisions**

**1. Evidence of Insurance**

Prior to using the Licensed Property, Licensee shall furnish 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 District prior to the cancellation or material change of any insurance referred to therein. Written notice to District shall be by certified mail, return receipt requested.

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

District shall have the right, but not the obligation, of prohibiting Licensee from occupying the Licensed Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District.

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

Licensee shall provide certified copies of all insurance policies required above within 10 days of 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 District has the right to reject insurance written by an insurer it deems unacceptable.

**3. Cross-Liability Coverage**

If Licensee'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 District. At the option of the District, the Licensee may be asked to eliminate such deductibles or self-insured retentions as respects the District, its park commissioners, 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.

**5. Risk Management Pool Membership**

Notwithstanding the foregoing, Licensee's membership in a not for profit or government risk management pool that provides coverage for Licensee and the Additional Insureds equal to or greater than the coverage and policy limits required under this Exhibit C, shall be deemed to satisfy Licensee's insurance obligations specified herein.