



**WINNETKA PARK DISTRICT  
COMMITTEE OF THE WHOLE**

**Thursday, May 10, 2018  
Community Room, 540 Hibbard Road  
5:30 p.m.**

**AGENDA**

1. Call to Order / Roll Call
2. Changes to the Agenda
3. Communications
  - a. Lloyd Park Signage – Joseph Dooley\*
4. New Business
  - a. NSSRA Partnership Update\*
  - b. May 17, 2018 Annual Meeting Information\*
  - c. Crisis Management – Role of Board Member\*
  - d. NSCD Licensing Agreement – Outdoor Tennis Courts\*
5. Unfinished Business
  - a. Bluff Land Restoration Planning RFP\*
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 appointment, employment, compensation, discipline, performance and dismissal of specific employees or legal counsel. 5ILCS 120/2(c)(1).
10. Return To Open Session
11. Adjournment

*\*included in committee packet*

*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.*

**From:** "Joseph M. Dooley III" <[jmd@josephdooleylaw.com](mailto:jmd@josephdooleylaw.com)>

**To:** "John Muno" <[JMuno@winpark.org](mailto:JMuno@winpark.org)>, "Ian Larkin" <[ILarkin@winpark.org](mailto:ILarkin@winpark.org)>, "Warren James" <[WJames@winpark.org](mailto:WJames@winpark.org)>

**Subject: RE: LLoyd Park Signage**

Dear Director Muno, Hon. President Larkin and Hon. Vice President James, and Commissioners of the Winnetka Park Board,

As you know, I served on the Advisory Board for The Lakefront Master Plan 2030 as Co-Chairman along with Warren James. Mr. Larkin and Ms. Claybrook served as Park Board liasons to the Advisory Board for The Lakefront Master Plan 2030. Also, I live at 849 Sheridan Rd. so I am an immediate next door neighbor of Lloyd Park. I am also a former Winnetka Park Board of Commissioners member who served on the Board of Commissioners from 1993-2003, serving 6 of those years as President of the Board. I have more than a passing interest in the issue of maintaining the beauty and serenity of our open spaces and compliance with the goals of the Lakefront Master Plan 2030 and the overall Mission Statement of the Winnetka Park District.

I am writing to object to the continual placement of Park District advertising signs in our lakefront parks as those depicted in the attached photos which have been in place in Lloyd Park on Sheridan Road since approximately March 25, 2018. The Park District has done a wonderful job of clearing Lloyd Park of the cyclone fence which once fronted the property and the numerous dead trees and weed trees which inhabited the property. These two actions are in perfect compliance with the Master Plan which called for unobstructed views of the lakefront throughout the lakefront parks on Sheridan Road. These actions are very much appreciated and you are to be commended.

My objection to the signage in Lloyd Park is that the signs violate the goal of creating enhanced beauty and unobstructed views of the lakefront. In addition they are not in any way fitting with the overall Mission Statement of the Park District to protect open space. I am asking that these signs be immediately removed and I am further asking the Park Board to once again review the Park District signage policy which was instituted during my service on the Park Board to assure not only strict compliance with the existing policies but to amend the policy or create a new one which includes a policy that no signs shall be installed for any advertising purpose in the lakefront parks, except in very limited or exceptional circumstances as deemed by the full Park Board on a case by case basis.

Joe Dooley



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Northbrook, IL 60062

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info@nssra.org  
www.nssra.org

**TO:** Ron Salski, Chair  
Jeff Nehila  
Lisa Sheppard  
Mike McCarty  
Liza McElroy  
Jim Hospodarsky  
Johnathan Kiwala  
Sally Swarthout  
Molly Hamer  
George Alexoff  
Kris Ford  
Steve Wilson  
John Muno

**FROM:** Craig Culp, Executive Director

**SUBJECT:** NSSRA/Northbrook Park District Facility Partnership Update

**DATE:** April 17, 2018

Please see the attached NSSRA/Northbrook Park District Partnership Update that provides a review of the progress NSSRA has made related to its Capital and Facility Acquisition Plan including the current status of the facility partnership opportunity with Northbrook Park District and the next steps in the process of achieving NSSRA's goal of securing a permanent location for NSSRA with a partner agency. My request is that you include the attached update as an agenda item at one of your upcoming Board committee or Board meetings. After the meeting with your Board members please report back to the Facility Committee any and all feedback, questions or concerns your Board expressed.



## **Partnership Update**

### **NSSRA Capital and Facility Acquisition Plan**

Goal: To secure the most suitable, permanent location for NSSRA with a partner agency.

#### **1. NSSRA and Northbrook Park District Facility Partnership**

- A. Accomplishes goal of securing suitable, permanent location for NSSRA with a partner agency.
- B. Addresses all facility and programming needs identified in NSSRA's Capital and Facility Acquisition Plan including:
  - Full accessibility
  - Private meeting space for families and staff
  - Safe pick up and drop off for participants
  - Multi-use programming and training space
  - On site storage
  - Adequate office space
  - NSSRA gymnasium (Funded by NSSRA Foundation Capital Campaign)
- C. Provides an ideal, safe recreation setting centrally located within the 13 partner communities.

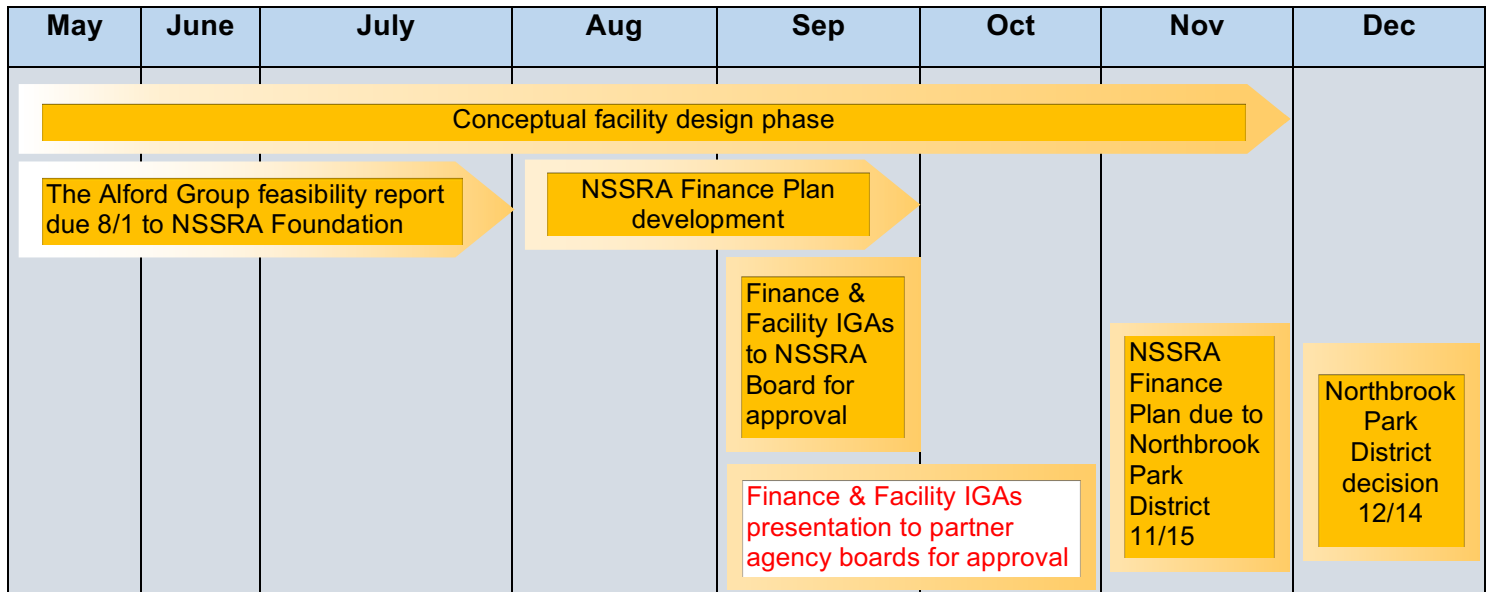
#### **2. Financing IGA for NSSRA Facility**

- A. NSSRA will develop a financing IGA that specifically outlines each partner agency contribution to the facility. Plan will be presented to Northbrook Park District on or before November 15, 2018.
- B. Sources of revenue for the facility are derived from:
  - NSSRA partner agencies
  - NSSRA Foundation
  - NSSRA fund balance
  - Sale of current NSSRA building

#### **3. Develop Facility IGA between NSSRA and Northbrook Park District**

- A. Construction
  - Determine construction costs, allocated percentages for NSSRA use and space.
  - Estimated construction begins as early as August 2019 or by March 2020.
- B. Operational and Capital Maintenance Costs
  - NSSRA and Northbrook Park District as partners will share proportionate operational and capital maintenance costs for the facility.
- C. Shared Use Calendar Process
  - NSSRA and Northbrook Park District as partners will schedule programmatic and public use of facility.

#### 4. Significant Project Timelines: May – December 2018



#### 5. NSSRA Requirements to Acquire New Facility (*Outlined in Capital and Facility Acquisition Plan*)

1. NSSRA staff and Board communicates facility need and shares Capital and Facility Acquisition Plan with partner communities, stakeholders and partner agency Boards. **(Completed)**
2. NSSRA staff and Board seek most suitable, permanent location for NSSRA. **(Completed)**
3. Partner agency Boards approve and ratify NSSRA Board's resolution to petition court to sell the building at 3105 MacArthur Blvd., Northbrook. **(Completed)**
4. NSSRA Board approves Finance IGA and Facility IGA to acquire new facility.
5. **Partner agency Boards approve Finance IGA and Facility IGA to acquire new facility. Executive Director Craig Culp will attend agency Board meetings in September/October.**
6. NSSRA Board approves contract to sell building at 3105 MacArthur Blvd., Northbrook.
7. Partner agency Boards approve contract to sell building at 3105 MacArthur Blvd., Northbrook.

#### 6. Significant Milestones Achieved

- ✓ NSSRA Board approved NSSRA Capital and Facility Acquisition Plan, **February 2013**
- ✓ NSSRA Capital and Facility Acquisition Plan approved by partner agencies, **Spring 2013 – Spring 2014**
- ✓ Partner agencies begin capital contributions, **2014**
- ✓ NSSRA Foundation committed to capital support including a gymnasium, **December 2016**
- ✓ Northbrook Park District presented NSSRA the opportunity to pursue partnership on new Activity Center construction project at Techny Prairie Park and Fields, **October 2017**
- ✓ NSSRA re-engaged The Alford Group to coordinate capital campaign feasibility study, **December 2017**
- ✓ NSSRA capital reserve balance: \$582,562, **January 2018**

***Questions, feedback, concerns from partner agency Boards***

## Winnetka Park District BOARD SUMMARY

**Date:** May 10, 2018  
**Subject:** Annual Meeting Information  
**From:** Mary Cherveney, Administrative Services Manager  
**Through:** John Muno, Executive Director

### **SUMMARY**

The Winnetka Park District's Annual Meeting will take place on Thursday, May 17, 2018 following the regular Board Meeting. The following information is shared in preparation for the upcoming Annual Meeting. During the course of the meeting the following action shall take place and/or discussed.

### **Election of Officers**

Board President and Vice President will be elected by the current Board. The nomination process is as follows:

*Open the Floor for nominations for President - (Executive Director)*

*"I will now entertain nominations for Board President to serve a one-year term"*

**Note:** *Nominations don't require a second*

*"Commissioner \_\_\_\_\_ has been nominated for the office of Board President. Are there any other nominations?" (Repeat as necessary). Hearing no further nominations for the office of Board President, may I have a motion to close nominations for this office? Second?*

*All those in favor of closing nominations for the office of Park Board President signify by saying Aye.*

*The motion carries and nominations for the office of Park Board President are closed.*

*A motion to elect \_\_\_\_\_ for President of the Park Board. Second? – Roll Call*

**Note:** *Do this for each candidate in the order of nomination. – If there is more than one.*

Once the new President is elected he/she will preside over the rest of the Annual Meeting. Repeat this process for Vice President.

**Please Note:** Per policy, President Larkin will be ineligible to serve in either capacity after serving two terms as Board President. Vice President Archambault will be ineligible to serve as Vice President after serving two terms.

### **Appointment of Secretary, Treasurer, Attorney and Executive Director**

Annual Board action is required to fill these positions. Typically the Executive Director serves as both Board Secretary and Executive Director. The Treasurer position is historically filled by the Superintendent of Finance and our current Attorney would typically be re-appointed.

### **Committee Assignments**

The following committee assignments will be filled:

- Audit Committee (3) – **currently Commissioner Thomas, Lussen & Archambault**
- Stormwater Committee (2) – **currently Commissioner Archambault, James & Peterson**  
(alternate)

Both committees make recommendations to the entire Board.

The Project Oversight Committee is an ad hoc committee on an as needed basis and will be filled when necessary. All other committee work is completed by the Committee of the Whole.

### **Liaison Assignments**

The following liaison assignments will be up for consideration:

- Winnetka Caucus Council (1) – *currently Commissioner Thomas*
- Winnetka Youth Organization (1) – *currently Commissioner Thomas*
- Northern Suburban Special Recreation Association – *currently ED Muno*
- School District #36 (1) – *currently Commissioner Claybrook*
- New Trier Township High School (1) – *currently Commissioner Claybrook*
- Winnetka Parks Foundation (1-2) – *currently Commissioner Peterson*

The role of a liaison is to attend assigned meetings as requested or needed and submit reports to the Board of community activity that is taking place within the Village. The purpose of serving on the community committee is to link the park district to other important functions of the Village or organizations that support the park district.

### **FOIA Officers**

A resolution will be presented listing Executive Director Muno and Administrative Services Manager Chervený as FOIA officers for the District.

END

## Winnetka Park District BOARD SUMMARY

**Date:** May 10, 2018  
**Subject:** Crisis Management Plan  
**From:** Mary Cherveney, Administrative Services Manager  
**Through:** John Muno, Executive Director

### **SUMMARY**

In conjunction with PDRMA, the Winnetka Park District safety committee is in the process of updating all emergency response plans to include a crisis management plan. Although we hope to never have to activate this plan, it is important to recognize and be prepared for when an emergency is elevated to a crisis.

This plan addresses the following:

- Chain of Responsibility
- Legal Considerations
- Protect the Investigation
- General Action Steps
- Information Gathering
- Crisis Management Team (CMT) Roles
- Non CMT Staff Roles
- **Park Board Member Roles**
- Dealing with Media
- Post-Crisis Operations

Since there is a section related to Board Members we felt it was imperative to present to the Board. That section currently reads:

### ***Role of Park Board Members***

*Park Board members are concerned during a crisis. Often, they feel obligated to speak to the media, victims/families, and/or the general public. Despite good intentions, they may inadvertently compromise the Park District's reputation and ability to minimize potential liability exposure. Park Board members **should not to make any statements** to the news media or any third party without prior consultation and approval from legal counsel. PDRMA counsel or assigned counsel often speaks with board members through the protection provided by executive session to update them on the crisis and related legal and liability issues.*

*The CMT leadership will keep Park Board members informed and updated on facts and developments.*

### **STAFF RECOMMENDATION**

No action is need by the Park Board, just presented as an instructional opportunity. A complete "draft" copy is available upon request of any Board member.

END



**Board Summary  
Winnetka Park District**

**Date:** May 10, 2018  
**Subject:** License agreement for use by North Shore Country Day School of portions of Winnetka Park District Outdoor Tennis courts  
**From:** Pat Fragassi, A.C. Nielsen Tennis Facility Manager  
**Through:** John Muno, Executive Director

**SUMMARY**

- North Shore Country Day School is currently undergoing a master plan review of their campus
- The concept of the elimination of their outdoor tennis courts is being considered as a potential way to expand and enhance their other existing facilities
- NSCD staff approached the WPD staff last month, inquiring about our potential interest and ability to accommodate their long term need for outdoor tennis court space for their Boys (Spring season) and Girls (Fall season) tennis teams

**Advantages/Considerations** –This concept is very appealing to the WPD, as it has the potential to;

- Address at least two key areas of our strategic plan;
  - Goal #2: Collaborate and leverage our relationships
  - Goal # 3: Invest in the future
- Be implemented consistently with our very successful existing license agreement for the use of our artificial turf fields at Skokie Playfields (attached)
- Allow us to continue to satisfy the scheduling needs of our existing members and players, including NTHS- with the understanding of our need to creatively address community public use
- Grow our alternate sources of user fee revenue during a non-prime time use of courts
- Reduce or eliminating the existing annual operating “subsidy” of our outdoor tennis court operations
- Develop a source of alternative revenue funding to support our upcoming major LRP budget for the replacement of outdoor courts # 1-7.- Currently budgeted 2021 at a current estimated cost of \$ 450,000

**Conceptual Proposal** –Staff is proposing Park Board discussion and future consideration for;

- A new license agreement for use by North Shore Country Day School for portions of the WPD outdoor tennis courts (very similar terms/conditions to our existing license agreement for use of turf fields)
- A 10-year term, with similar option as current agreement for WPD termination with 6-month notice. (the longer term commitment proposed by NSCD would enable their ability to implement their campus master plan, excluding future outdoor tennis facilities on site)
- \$40,000/annual license fee, with a proposed annual escalation tied to the CPI (consumer price index)
- An Exhibit addendum outlining the Master Use Schedule requested, agreed to and managed, by WPD staff and NSCD athletic department staff – (6) courts, Spring/Fall season, after school days/times (Consistent with the successful implementation of the existing terms of the turf field scheduling/agreement)

## **RECOMMENDATION**

- Committee of the Whole consensus to the concept proposal outlined in this committee communication.
- A proposed Draft new license agreement for NSCD consideration (similar and consistent to our existing license agreement for NSCD use of turf fields) with the exception of our newly proposed terms as outlined, specific to the outdoor court facility usage.
- Park Board representation (as needed) to potentially negotiate final terms with NSCD board/staff representatives (similar to successful format of last license use agreement approval process)
- Future consideration for approval of a new license agreement with NSCD, contingent upon final mutually agreeable terms

END



## **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 Pione

Its: Board President

**LICENSEE:**

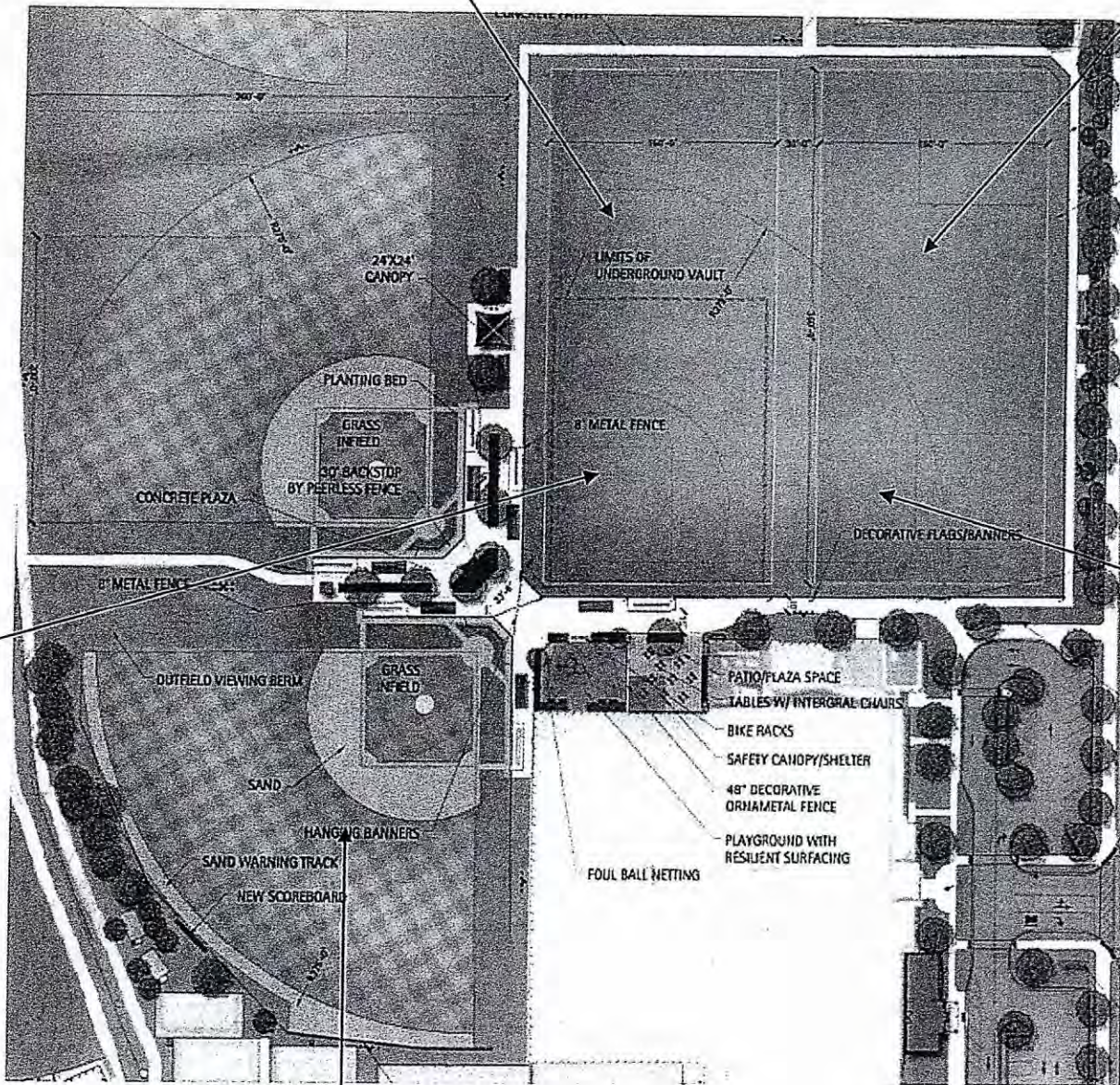
NORTH SHORE COUNTRY DAY SCHOOL

By: Tom Donahue

Its: Heads of School



# 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.



## **Winnetka Park District**

### **Board Summary**

**Date:** May 10, 2018  
**To:** Board of Commissioners  
**Subject:** Bluff Restoration Planning – Facilitator Proposal  
**From:** Costa Kutulas, Superintendent of Parks  
John Shea, Superintendent of Recreation  
**Through:** John Muno, Executive Director

#### **Summary:**

As discussed at our March 8<sup>th</sup> Committee of the Whole Meeting, staff has finalized the proposal with the Lakota Group for the Bluff Restoration Planning. Attached is the proposal from the Lakota Group for the services identified in the Bluff Land Restoration RFP for facilitating the Bluff Restoration Planning. The proposal identifies project scope and understanding for Track 1 and breaks down the three phases of the planning process and anticipated hours of each consultant engaged throughout the process. These hours are based on the planning process which we have learned works well in our community.

The overall all planning process includes a three phase approach Analyze, Envision and Engage. Throughout the process there will be ample opportunity for engagement for shareholders as seen before in our Lakefront Master Planning Process.

The overall cost for this comprehensive plan is estimated to be \$126,711. However, with the Grant Award from the Illinois Department of Natural Resources for a matching grant of \$60,000 the out of the pocket cost to the district would be \$66,711. This is a reimbursable grant program where upon an independent audit of expenses, funds will be reimbursed to the Winnetka Park District. Staff is anticipating to complete the planning process in the fourth quarter of 2018. Reimbursement funds from IDNR would follow in the second quarter of 2019. With the anticipated matching funds the project will be over budget by \$6,711.

#### **Recommendation:**

With the goal to complete this project as identified in the Winnetka Waterfront 2030 Plan, staff recommends that the Committee forward this proposal as recommended to the Park Board on May 17<sup>th</sup>, 2018 for consideration and approval, the budget proposal from The Lakota Group of Chicago, Illinois for a not to exceed amount of \$126,711.

**END**



# BLUFF LAND RESTORATION PLANNING

WINNETKA PARK DISTRICT  
Winnetka, IL

## Tract 1 Work Scope Summary

***The Lakota Group***

*Gewalt Hamilton Associates*

*Cardno*

*Urban Forest Management*

*Testing Service Corporation*

May 4, 2018

THE  
**LAKOTA** ALLIES  
GROUP.IN  
PLACE



## Project Understanding & Approach

The Lakota Team approach is simple and time proven. As noted in our RFP response, it follows the District's desire to craft a detailed, thoughtful plan, integrate community voice and set in motion actionable tasks, projects, and management strategies. In crafting and refining the work scope, budget, and outcome expectations over the past couple of weeks, the team has worked closely with staff to more specifically refine and define the scope to focus on 5 Target Project Areas.

The 5 Target Projects in the **Tract 1: Detailed Planning** work scope include:

- Bluff land vegetative restoration and ancillary enhancements to Tower Road Bluff
- Bluff land vegetative restoration and ancillary enhancements to Lloyd Bluff
- Bluff land vegetative restoration and ancillary enhancements to Maple Street Beach Bluff
- Bluff land vegetative restoration and ancillary enhancements to Elder Lane Beach Bluff
- Bluff land vegetative restoration and ancillary enhancements to Centennial Beach Bluff

More specifically the Phasing of the project and budgeting has been organized as follows.



## ***TRACT 1: Detailed Planning***

This portion of this Bluff Land Restoration Planning project takes the issues and ideas generated in the Lakefront Master Plan related to the bluff land to the next level of review, analysis, detailed understanding and preliminary design and costing. **The work scope tasks and specific testing or studies in each of the phases of Tract 1 are definable and quantifiable.** Our team has itemized specific time and staff involvement to each of the tasks in the following Tract 1 phases.

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### **Phase 1: Analyze**

Get into the dirt and find out what's going on and evaluate the technical aspects of these systems.

#### **Key tasks include:**

- Detailed site review and base map preparation utilizing existing data
  - Collection and review of existing geotech, topo or tree inventory
  - Tree Inventory and assessment
  - Hand auger Boring sampling, testing and analysis of target areas
  - Regulatory standards review and summary
  - Key stakeholder discussions
- 

### **Phase 2: Envision**

Create and test a range of ideas, opportunities, and strategies supported by data, dollars, and degree of difficulty

#### **Key tasks include:**

- Refinement of current target area elements and identification of additional opportunities
  - Development and refinement of design schemes for target area initiatives
  - Illustrative Imagery development for future public use at Open Houses
  - Preliminary Budgeting
  - WPD Board update review
-

### **Phase 3: Engage**

Share knowledge and ideas learned to date with the community, staff, and leadership. Listen to community thoughts and concerns and gather information to educate on the range of ideas, issues, and opportunities presented.

#### **Key tasks include:**

- Community outreach plan and strategy
- Series of Community Open Houses
- Refinement of Target Area plans based on input
- Village Boards/commissions informal informational review
- Prioritization of projects and budgets
- Park Board review and adoption

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**TRACT 1: Anticipated Timeline:** 6 to 7 months

**TRACT 1: Total number of Meetings:** 13 meetings

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## **Winnetka Park District**

### **Board Summary**

**Date:** May 10, 2018  
**To:** Board of Commissioners  
**Subject:** Coastal Consulting for Tower and Lloyd Beach  
**From:** Costa Kutulas, Superintendent of Parks  
John Shea, Superintendent of Recreation  
**Through:** John Muno, Executive Director

#### **Summary:**

Over the past few years staff has been observing the impact Lake Michigan has had on our beaches. Within the last two seasons, lake levels have risen and storm events have had an increased impact on our programming and usage of our beaches, especially at Lloyd and Tower. We have taken action to help protect our assets at Lloyd and now due to increasing lake levels and frequency of these larger storm events we need to address this once again.

As discussed at the April 12<sup>th</sup> Committee of the Whole meeting staff was asked to progress on its timeline to address these concerns. At the time staff was already engaged with Baird & Associates as well as Shabica & Associates to address the current conditions of Lloyd shoreline south of the beach house. In an effort to move that discussion forward staff has been working to not only address the concerns at the Lloyd shoreline but also include Tower Road Beach and Lloyd Beach as part of those proposals.

After much review staff has identified the firm of Shabica & Associates to address the concerns at Lloyd Park. As indicated in the proposal, staff will be looking to complete a design plan which will be used to submit a permit into the regulatory agencies as part of their application process. The overall goal of the permit is twofold, first to combat the erosion and stabilize the toe of the bluff and second to design and install a type of break water off shore to help sustain the beach. The design of these structures has yet to be determined, but through the process of coastal consulting and permit work, staff will be circling back with designs to be approved. The fee for this work is \$70,000, which does not include the permit fee applications. We are anticipating permit fee's to range \$20,000 - \$25,000 depending on the cost of construction. Staff would like to add a five percent contingency for additional meetings that may be required for a total amount not to exceed \$73,500. Tower Road Beach is not currently included in this scope of work, but staff is working diligently on Tower's proposal and will report back to the Committee, once everything is worked out between all parties.

#### **Recommendation:**

With the goal to complete this project as identified in the Winnetka Waterfront 2030 Plan, staff recommends that the Committee forward this proposal to the Park Board on May 17<sup>th</sup>, 2018 for consideration and approval, the proposal from Shabica and Associates of Northfield, Illinois for a not to exceed amount of \$73,500.

**END**



## Shabica & Associates, Inc.

WE BUILD BEACHES

Winnetka Park District  
Mr. John Shea, Superintendent of Recreation  
540 Hibbard Road  
Winnetka, Illinois 60093

Dear Mr. Shea:

May 7, 2018

We are pleased to submit this proposal for coastal consulting at Lloyd Park beach in Winnetka. Shabica & Associates (SA) can provide services for design, coastal engineering, submittal of state and federal permit applications, specifications, and construction observation for the work detailed below.

### Objectives:

- With the recent impacts from higher lake levels and storms to the beaches, SA will work with the Park District to help implement the coastal component of the Winnetka Waterfront 2030 master plan
- Design and engineer a quarystone revetment to help protect the exposed bluff toe in conjunction with the overall beach plan
- Restore the south beach with the addition of a breakwater held beach system to help preserve the beach profile and to provide safe access to the water

The overall goal is to create a more stable, user-friendly environment, while maintaining a high level of stormwave protection for this lakefront property. This project consists of 5 Phases, as follows:

1. **Conceptual Design and Preliminary Engineering.** SA will examine background information including bathymetric and topographic survey, existing shore protection, coastal geology, wave analysis, previously completed engineering reports (1981 Burke Report, 1982 USACE Reconnaissance Report, 1986 Harza Engineering Erosion and Rehabilitation Report), prototypes, and air photos necessary to design a concept plan for permit. Includes two meetings with the neighbors, if necessary, to review potential beach options or conflicts prior to submitting permit applications. An updated topographic and bathymetric survey will be required. Preliminary cost estimates for the beach and revetment will be prepared as part of this phase.  
**SA Fee: \$16,000**
2. **Project Engineering and Project Permit Drawings.** SA will conduct necessary coastal and civil engineering required for the permit application, including preparation of a coastal engineering report. A stamped SE/SC Plan will be prepared as part of this phase. Working with land based contractors, SA will prepare cost estimates for 2019 construction as part of this phase.  
**SA Fee: \$24,000**
3. **State and Federal Permit Application.** SA will prepare permit applications to the U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Illinois Environmental Protection Agency, State Historic Preservation Office, North Cook County Soil & Water Conservation District, Metropolitan Water Reclamation District, and U.S. Fish and Wildlife Service; all necessary correspondence; and one meeting with neighbors, community representatives and/or regulators.

The state and federal permit process is a lengthy process during which time regulators review the project to assure that there will be negligible impact, if any, to the environment and coastal systems. The state and federal agencies also protect and regulate all activity that occurs on the bed of Lake Michigan, which is



owned by the people of the State of Illinois. The regulators conduct a review of proposed projects and may send out a public notice to adjacent neighbors, concerned citizens and other agencies. In our experience, each passing year can bring more regulatory requirements throughout the permit review process. If, during the permit approval process, regulators require a larger scope of work than is currently mandated, SA will request authorization from you and bill at an hourly rate. SA will be in regular contact with the regulators throughout the permit process to help assure that the permit application continues to move through the process in a timely manner. The state and federal permit process can typically take from 8 to 18 months.

**SA Fee: \$24,000**

4. **Final Design, Engineering for Construction.** Upon permit approval from the state and federal regulators, SA will make all modifications for construction applying coastal engineering techniques to prepare construction drawings and specifications to be bid to qualified land based contractors.

**SA Fee: \$6,000**

5. **Construction Observation.** If necessary, SA personnel will be onsite during construction to assure that work is completed in accordance with the approved permits and bid specifications. SA will track project scheduling, budgets, and field engineering as necessary. As required by the IDNR, based on new regulations, SA will coordinate the pre- and post-construction hydrographic surveys (see below).

**SA Fee (TBD pending selected contractor and the needs of the Park District): \$15,000 for the first \$100,000 of construction cost, then 5% thereafter**

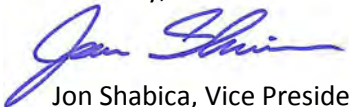
**Additional fees to be paid directly by client:**

- Public Meetings: Due to the potential need for public communications during the beach permitting process, SA will bill hourly to addend any meetings requested by the Park District including preparation of necessary materials (see attached 2018 Fee Schedule).
- A detailed topographic survey is required to: document existing site conditions, locate existing structures, and to determine nearshore water depths for coastal engineering.  
Lloyd Park Beach Completed by Terra Technology in October, 2017
- All permit application fees to regulatory agencies (see attached 2018 Fee Schedule)
- Wetland mitigation bank credits, if necessary, for projects impacting over 0.10 acres on the bed of Lake Michigan
- Pre- and post-construction survey work, as required by the IDNR

As noted above, regulations by the Illinois Department of Natural Resources (IDNR) require a hydrographic survey performed pre- and post-construction (survey costs will be included in the construction cost). Additional follow-up surveys are required at 1-year and 5-year intervals post-construction to determine how the system is functioning and if any additional measures will be required. SA will assist in the coordination and submission of these surveys.

Please sign a copy of this letter and return it to us with a check for \$10,000 as your authorization to proceed. All further fees will be invoiced on a monthly basis, based on work completed. This proposal is good through August 31, 2018. If you have any questions, please feel free to contact us.

Sincerely,



Jon Shabica, Vice President

Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_





## Shabica & Associates, Inc.

WE BUILD BEACHES

### FEE SCHEDULE (2018)

Charges for engineering and technical personnel will be made for time spent in the field, in consultation, in preparation of reports, and in travel to and from the job.

#### Technical Classifications

#### Rate

Field Technician	\$ 48/hr.
Support Staff	\$ 58/hr.
Draftsman CAD	\$ 71/hr.
Field Supervisor	\$ 95/hr.
Geologist	\$ 140/hr.
Engineer, PE	\$ 165/hr.
Vice Principal	\$ 175/hr.
Managing Director	\$ 185/hr.
Principal	\$ 265/hr.

#### Expenses

Long Distance Telephone & Fax	At Cost + 20%
Shipping Charges	At Cost + 20%
Meals & Accommodations	\$130/day/person
Transportation (Company or Private Vehicle)	\$0.56/mile
Transportation via Public Conveyance	At Cost + 20%
Outside Services	At Cost + 20%

#### Formal Reports

Report Distribution: 2 Copies of each report will be furnished. Additional Copies: \$20 per copy.

#### Permitting Fees (subject to change), to be paid by client, including but not limited to:

- USACE permit fee: \$10
- IDNR permit fee: \$500 - \$5,000 pending type of permit
- IEPA permit fee, if required: 1% of construction cost (as permitted) with a minimum of \$350 and a maximum of \$10,000
- Municipal and County permit fees vary based on location and type of work. Fees are based on a percentage of construction cost or a flat fee.

#### Insurance

Insurance carried includes Statutory Workers Compensation, General Liability with \$1 Million per occurrence and \$2 Million Annual Aggregate, \$2 Million Professional Liability, \$1 Million Umbrella Liability, and \$1 Million Auto Liability.