

#### WINNETKA PARK DISTRICT REGULAR BOARD MEETING\*

### Thursday, September 22, 2022 | 6:00 p.m. Hubbard Woods School Auditorium, 1110 Chatfield Rd.

#### **AGENDA**

- 1. Roll Call
- 2. Additions or Changes to the Agenda
- 3. Approval of August 2022 Financials\*\*
- 4. Approval of Vouchers\*\*
- 5. Remarks from Visitors
- 6. New Business
  - a. Consideration of Equipment Purchase John Deere Tractor\*\*
- 7. Approval of Minutes/Consent Agenda
  - a. Special Board Meeting Minutes of June 9, 2022\*\*
- 8. Communications\*\*
- 9. Unfinished Business
  - a. Elder + Centennial
  - b. Consideration of Board Approval Process for Elder + Centennial Improvement & Maintenance Projects\*\*
  - Consideration of Resolution #22-09-22 and Real Estate Sale Contract for Sale of Library Park\*\*
  - d. KemperSports Contract
- 10. Matters from the Director
- 11. Board Liaison Reports
- 12. Remarks from Visitors
- 13. Staff Reports
- 14. Closed Session

The Board will enter Closed Session to discuss:

- a. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body Sect. 5 ILCS 120/2(c)(1)
- b. The purchase or lease of property 5 ILCS 120/2(c)(5)
- c. The setting of a price for sale or lease of property 5 ILCS 120/2(c)(6)
- d. Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent 5 ILCS 120/2 (c) (11)
- 15. Return to Open Session
  - a. Consideration of Action, If Any, of Items Discussed in Closed Session

#### -OVER-

#### 16. Adjournment

#### \*Meeting recorded via Zoom

To view the meeting via Zoom, sign in and enter Meeting ID #873 2124 5113 and Passcode #371679. To listen via phone, call +1.312.626.6799 and use the same meeting number and passcode. Zoom is the platform used to video record the meeting. As such, the "chat" feature will not be monitored. Public comment will be accepted in person during Agenda Items 5 and 12 - "Remarks from Visitors".

\*\*Items included in packet

#### **Operating Performance Summary YTD**

All Funds Combined - Unaudited August 2022

# Operating Performance vs Budget

Operating Deficit \$90,517 YTD vs Budget\*

# Performance Drivers vs Budget

- Operating Revenues \$1,203,300 below YTD budget
- Operating Expenses \$426,857 below YTD budget
- Operating Capitals \$685,926 below YTD budget

# 2022 Year End *Projections*

- Operating Revenue projected \$2,100,000 below budget due to Cook County tax delay
- Operating Expenses *projected* \$242,800 below budget
- Operating Capitals projected \$611,250 below budget



#### WINNETKA PARK DISTRICT REMARKS FROM VISITORS & PUBLIC COMMENT

At regular Park Board meetings, there is an agenda item called Remarks from Visitors. Remarks may also be solicited at special meetings. Public hearings are specifically designed to seek feedback from the community.

If you have a question or concern and need to address the Board at any of these meetings, please comply with the basic guidelines below.

- 1. The Board President will chair the meeting.
- 2. Any resident or visitor wishing to address the Board, an individual Board member or a guest presenter, must direct their questions and comments to the President at the appropriate time or at the President's invitation.
- 3. The Board will hear a resident's or visitors comments only after the President has recognized the individual to speak.
- 4. Speakers are asked to state their name for the public record.
- 5. Speakers will be allowed three minutes and may not yield their time to other speakers.
- 6. Persons wishing to speak for a second time may do so with the consent of the President, only after all others have had an opportunity to address the Board.
- 7. Please refrain from comment or question at a Public Hearing until the presentation has been completed.
- 8. At the discretion of the Chair, you may be asked to submit your question in writing on a 3 x 5 card and you will receive a written response with one week of the hearing.

The President will strive to allow all residents and visitors equal opportunity to address the Board. In general the Board will not comment or respond to issues requiring Board consideration until the issue has been reviewed by the Board/staff.

The Board often has a full business agenda and must complete the work of the Park District at scheduled meetings. Please do not repeat comments or questions that have already been made by others and please do not interrupt commissioners or other speakers.

Updated 1/23/18

#### Revenues, Expenses, Capitals Summary YTD

All Funds Combined - Unaudited August 2022

#### **Operating Revenues**

- \$1,203,300 below YTD budget
  - Tennis \$368,841 above YTD budget
  - Golf Course Play \$81,390 above YTD budget
  - Rec Program Fees \$296,504 above YTD budget

# Non-Operating Revenues

- Cash Donations of \$17,837
- Other Contributions of \$64,770
- Elder/Cent. donations will be well below budget

#### **Operating Expenses**

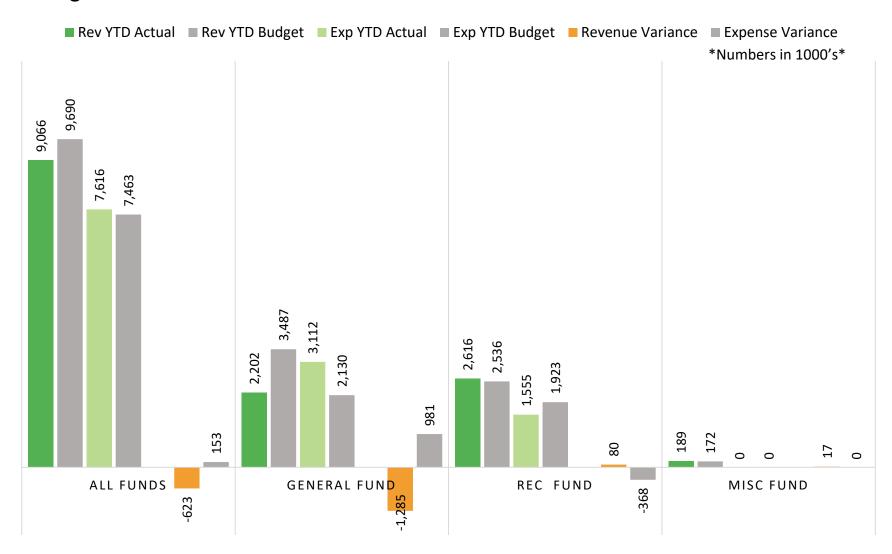
#### \$ 426,857 below YTD budget

- Salaries/Wages \$195,599 below YTD budget
- Supplies \$142,567 below YTD budget
- Repairs and Maintenance \$43,373 below YTD budget

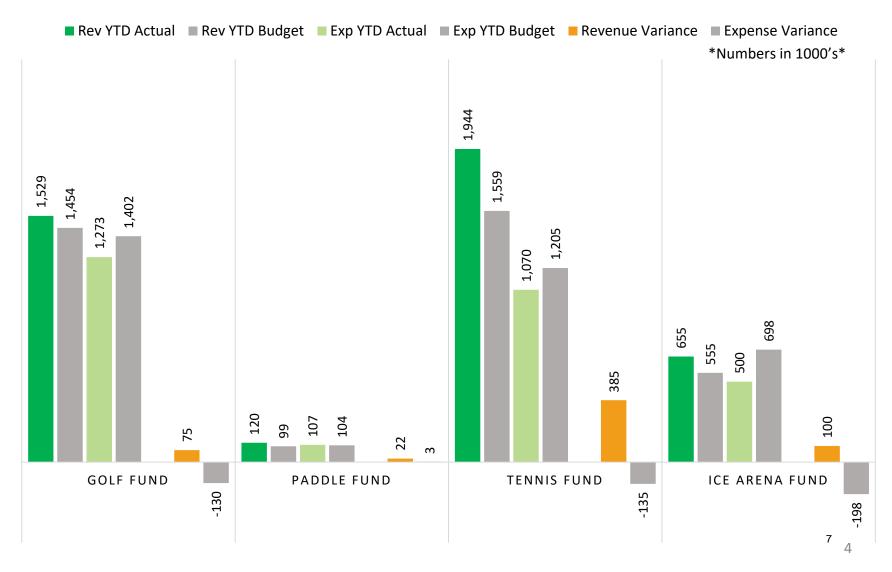
#### Capitals

- Operating Capitals \$685,926 below YTD budget
- Major Capitals \$160,262 above YTD budget

# Individual Fund Performance Actual vs Budget YTD August 2022



#### Individual Fund Performance Actual vs Budget YTD



#### **Previous Years Comparison**

	2020 YTD	2021 YTD	2022 YTD Actual	2022 YTD Budget	2022 YTD Bud vs Act
Revenues YTD	\$9,395,342	\$9,751,469	\$10,037,215	\$11,240,515	(\$1,203,300)
Expenses YTD	\$5,900,843	\$6,750,224	\$6,641,277	\$7,068,134	(\$426,857)
Capitals & Contracts YTD	\$1,314,143	\$2,479,835	\$947,989	\$1,620,233	(\$672,244)
Surplus/ Deficit YTD	\$2,180,356	\$521,410	\$2,447,949	\$2,552,148	(\$104,199)

### **Year End Projections**

	2022 Budget	2022 Year End  Projection	2022 Bud vs <i>Pro</i>
Revenues	\$17,889,322	\$11,094,322	(\$6,795,000)
Expenses	\$10,312,308	\$10,069,508	(\$242,800)
Capitals/Contracts	\$12,609,335	\$2,498,060	(\$10,111,275)
Surplus/Deficit	(\$5,032,321)	(\$1,473,246)	\$3,559,075

#### Revenues - Detail YTD

	2020 YTD	2021 YTD	2022 YTD Actual	2022 YTD Budget	2022 YTD Bud vs Act	% of YTD Budget
Taxes	\$5,311,474	\$3,148,543	\$3,550,279	\$5,975,585	(\$2,425,306)	59%
User Fees	\$3,333,972	\$4,651,195	\$4,655,280	\$3,992,027	\$663,253	117%
Rec Fees	\$445,628	\$887,635	\$1,196,483	\$899,979	\$296,504	133%
Interest	\$65,919	\$6,547	\$60,808	\$29,997	\$30,811	203%
Misc.	\$141,510	\$293,666	\$380,888	\$220,293	\$160,595	173%
Pro Shop	\$89,725	\$123,050	\$110,870	\$115,969	(\$5,099)	96%
Donations	\$7,114	\$640,833	\$82,607	\$6,665	\$75,942	1239%
Total	\$9,395,342	\$9,751,469	\$10,037,215	\$11,240,515	(\$1,203,300)	<b>89%</b>

### Revenues - User Fees Performance vs. Budget YTD

Overall User Fees	• \$631,146 above YTD budget
Athletic Fields	• \$43,035 above YTD budget
Sailing	• \$ 840 above YTD budget
Beaches	• \$1,895 above YTD budget
Boat Launch	• \$37,417 above YTD budget
Golf	• \$81,390 above YTD budget
Paddle	• \$21,667 above YTD budget
Tennis	• \$368,841 above YTD budget
lce	• \$76,061 above YTD budget

#### **Donations/Contributions**

	2020 FY	2021 FY	2022 YTD
Unrestricted	\$3,365	\$8,872	\$14,837
Restricted/Directed	\$3,749	\$631,961	\$64,770
Parks	\$0	\$0	\$3,647
Beaches	\$1,290	\$178,670	\$55,373
Enterprise	\$2,459	\$0	\$5,000
Other	\$0	\$453,291	\$750
Total	\$7,114	\$640,833	\$82,607

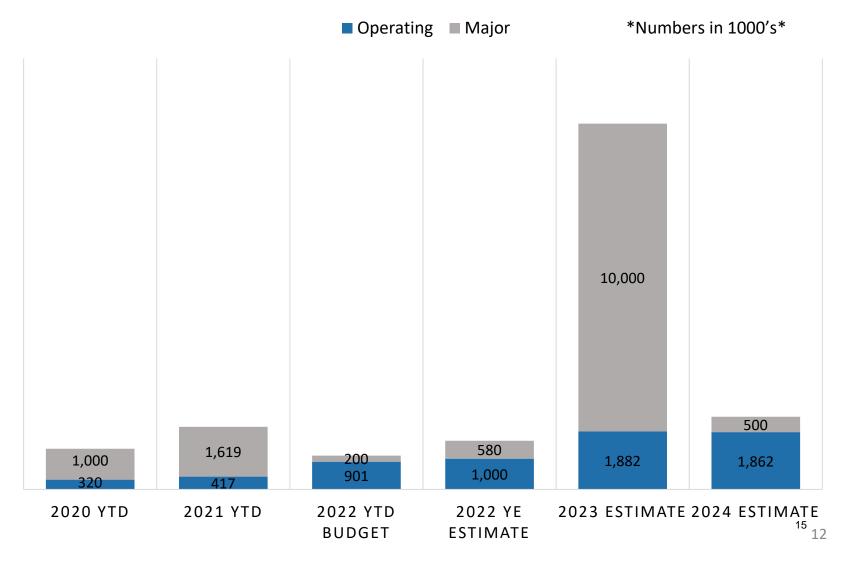
### Expenses - Detail YTD

	2020 YTD	2021 YTD	2022 YTD Actual	2022 YTD Budget	2022 YTD Bud vs Act	% of YTD Budget
Salaries & Wages	\$3,117,509	\$3,110,141	\$3,267,022	\$3,462,621	(\$195,599)	94%
Other Personnel	\$737,192	\$897,983	\$923,554	\$1,047,078	(\$123,524)	88%
Supplies	\$369,592	\$352,005	\$406,580	\$549,147	(\$142,567)	<b>74</b> %
Repair & Maintenance	\$135,135	\$175,751	\$153,877	\$197,250	(\$43,373)	<b>78</b> %
Program & Main Services	\$472,726	\$856,506	\$592,231	\$566,160	\$26,071	105%
Corporate Services	\$609,269	\$776,537	\$763,292	\$675,860	\$87,432	113%
Utilities	\$401,299	\$498,737	\$456,311	\$485,387	(\$29,076)	94%
Pro Shop	\$58,120	\$82,564	\$78,410	\$84,631	(\$6,221)	93%
Total	\$5,900,843	\$6,750,224	\$6,641,277	\$7,068,134	(\$426,857)	94%

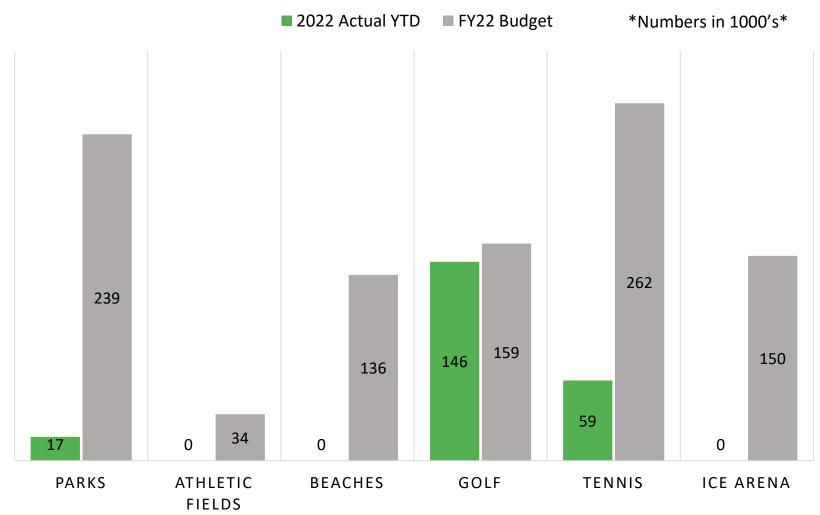
### Capitals/Contracts - Detail YTD

	2020 YTD	2021 YTD	2022 YTD Actual	2022 YTD Budget	2022 YTD Bud vs Act	% of YTD Budget
Operating Capitals	\$114,376	\$416,627	\$215,431	\$901,357	(\$685,926)	24%
Major Capitals	\$1,000,195	\$1,619,447	\$363,262	\$350,000	\$13,262	104%
Contracts Payable	\$265,001	\$443,761	\$369,296	\$368,876	\$420	100%
Total	\$1,314,143	\$2,479,835	\$944,989	\$1,620,233	(\$672,244)	59%

#### Operating and Major Capitals



#### **Operating Capitals**



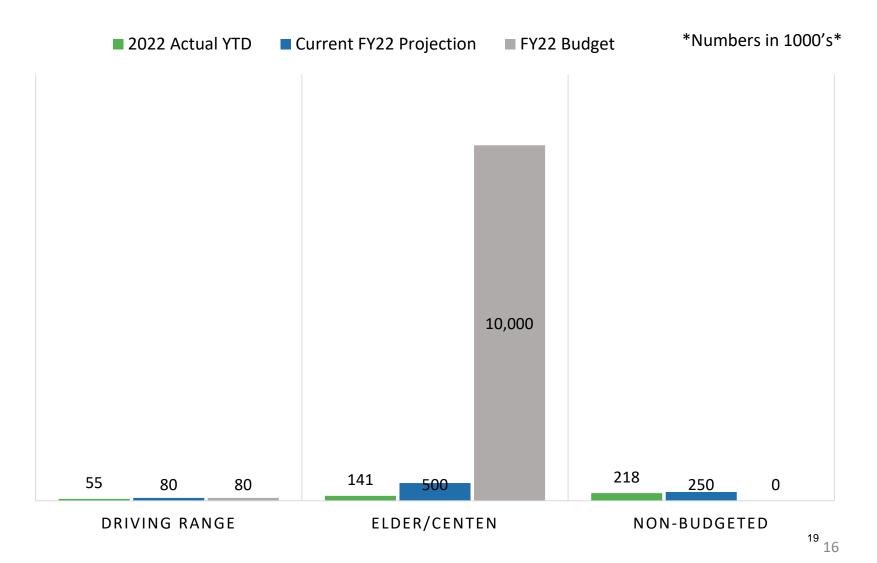
### Operating Capitals Detail - 25K and above

	FY2022 Budget	Actual	Completed?
Parks	\$468,000		
Happ Road Park - Furnishings/Playground	\$111,000		
Nick Corwin Park - Playground	\$230,000	\$238,000	ON ORDER
Northfield Park - Fencing/Gates/Backstop	\$33,000	\$2,764	NO
Equipment - Toro 4000D Mower and Ford F-350	\$55,000		
Paths and Paving	\$10,000	\$10,595	YES
Athletic Fields	\$34,000		
Beaches	\$136,000		
Elder Lane Beach House - Pumps/Windows/Paint	\$50,000		
Centennial Park - Sidewalks	\$58,000		
Tower Road Beach House - Pumps/Flooring	\$28,000		
Garage	\$77,000		
Parks Service Center - Painting	\$30,000		
Forklift	\$30,000		

### Operating Capitals Detail - 25K and above

	FY2022 Budget	Actual	Completed?
Golf Course/Maintenance	\$158,500		
Cart Barn Roof	\$30,000		
Design Work	\$25,000	\$71,040	YES
Ford Tractor	\$40,000		
Toro Mower	\$55,319	\$55,319	YES
Paddle	\$10,000	\$2,419	YES
Tennis Outdoor	\$56,000		
Pathways	\$33,000		
Tennis Indoor	\$148,000		
Tennis Center Windows/Doors	\$68,000		
Tennis Center Painting	\$30,000	35,000	PENDING
Radiant Heaters/Boiler	\$45,000		
Ice Arena	\$150,000		
Zamboni	\$150,000	\$0	DEFERRED

#### Capitals – Major



#### Fund Reserves 2022



#### Fund Reserves 2022



#### Statement of Cash and Investments

Cash			
<ul><li>Petty Cash</li></ul>		\$	1,700.57
<ul><li>BMO Harris Bank – Holiday Savi</li></ul>	ings	\$	1,8232.48
•Illinois Funds		\$	79,212.74
<ul><li>N Corwin Fund</li></ul>		\$	38,245.43
<ul><li>BMO Harris Bank – Operating</li></ul>		\$	150,054.80
<ul><li>BMO Harris Bank – Money Mar</li></ul>	ket	\$3,	.261,373.38
<ul><li>BMO Harris Bank – Payroll</li></ul>		\$	196,425.90
Total Cash		\$ 3,74	15,245.30
Investments			
•IPDLAF 365-day TERM account			.000,000.00
•IPDLAF 270-day TERM account		\$1,	,000,000.00
•IPDLAF – 2020 Bond Proceeds		\$2,	636,724.62
<ul><li>IPDLAF – Money Market</li></ul>		\$2,	542,984.63
<ul><li>Wintrust Community Bank Mor</li></ul>	ney Market	\$4,	.095,118.17
•Wintrust Community Bank CD		\$1	,000,000.00
Total Investments		\$14,2	74,827.42
Total Cash and Investments		\$18,02	20,072.72

## BOARD SUMMARY WINNETKA PARK DISTRICT

Date: Thursday, September 22, 2022

**To:** Board of Commissioners **Subject:** Vouchers for Approval

From: James Crocker, Superintendent of Finance

**Summary:** For your approval please find below a list of vouchers from Aug 11-Sept 15, 2022.

	BY FUND	
<u>FUND</u>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
01	General / Payroll	\$ 254,102.31
10	Recreation	\$ 159,306.68
20	Golf Operations	\$ 43,007.51
23	Platform Tennis	\$ 4,642.80
25	Tennis	\$ 16,127.40
27	Indoor Ice Arena	\$ 39,903.01
31	Special Recreation	\$ 0.00
32	Worker's Comp	\$ 0.00
33	IMRF Pension & FICA	\$ 69,226.70
34	Audit Fund	\$ 0.00
35	Liability Fund	\$ 2,729.90
37	Capital Projects	\$ 8,913.00
	Grand Total	\$ 597,959.31

BY CATEGORY					
<b>CATEGORY</b>	<u>DESCRIPTION</u>		<u>AMOUNT</u>		
52	Supplies	\$	65,781.90		
54	Other Personnel Costs	\$	76,710.81		
54	Program & Maintenance Services	\$	152,441.91		
54	Corporate Services	\$	71,211.03		
56	Repair and Maintenance	\$	25,683.88		
565	Utilities	\$	69,602.17		
60	Capital Projects	\$	8,731.47		
62	Contracts Payable	\$	0.00		
21	<b>Employee Payroll Contributions</b>	\$	127,796.14		
	Grand Total	\$	597,959.31		

The payment of the above listed accounts has been accepted by the Park District Board of Commissioners at their meeting held on September 22, 2022.

(Treasurer)	(Secretary)	



#### Winnetka Park District

# Expense Approval Report By Vendor Name

Payment Dates 08/11/2022 - 09/15/2022

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
Vendor: 4 IMPRINT					
4 IMPRINT	10311338	09/08/2022	BACKPACKS PROGRAMS/EVENT GIVEAWAY	25-2500-0000-54201	2,384.99
				Vendor 4 IMPRINT Total:	2,384.99
Vendor: A-1 PEST CONTROL, IN	c.				
A-1 PEST CONTROL, INC.	23164	08/18/2022	PEST CONTROL TENNIS JULY22	23-2300-0000-54250	40.00
A-1 PEST CONTROL, INC.	23165	08/18/2022	PEST CONTROL ICE JULY22	27-2700-0000-54250	40.00
A-1 PEST CONTROL, INC.	23240	08/18/2022	TOWER PEST CONTROL JULY22	10-1500-0000-54250	75.00
A-1 PEST CONTROL, INC.	23241	08/18/2022	LLOYD PEST CONTROL JULY22	10-1600-0000-54250	75.00
A-1 PEST CONTROL, INC.	23242	08/18/2022	MAPLE PEST CONTROL JULY22	10-1500-0000-54250	75.00
A-1 PEST CONTROL, INC.	23497	09/15/2022	PEST CONTROL PADDLE AUG22	23-2300-0000-54250	40.00
A-1 PEST CONTROL, INC.	23498	09/15/2022	PEST CONTROL ICE AUG22	27-2700-0000-54250	40.00
A-1 PEST CONTROL, INC.	23499	09/15/2022	PEST CONTROL TENNIS AUG22	25-2500-0000-54250	70.00
A-1 PEST CONTROL, INC.	23500	09/15/2022	ADMIN PEST CONTROL AUG22	10-1000-0000-54250	60.00
is a real sentitives may	23300	03/13/2022	ADMINITED CONTROL ADG22	10-1000-0000-34230	60.00
NAME OF TAXABLE PARTY OF TAXABLE PARTY.			Vendo	or A-1 PEST CONTROL, INC. Total:	515.00
Vendor: ACRODAZZLE ENTERTA	PERSONAL PROPERTY OF THE PROPE	00/00/0000	and sold should be also	various substantial	Secure
ACRODAZZLE ENTERTAINMENT	220055	09/08/2022	BALLOON TWISTER @ FIRST FRIDAY	10-1100-7478-54303	500.00
			Vendor ACRO	DDAZZLE ENTERTAINMENT Total:	500.00
Vendor: ACUSHNET COMPANY					
ACUSHNET COMPANY	913906518	08/18/2022	Merchandise for Resale	20-2000-0000-57325	13.75
ACUSHNET COMPANY	913906518	08/18/2022	Merchandise for Resale	20-10700	525.00
ACUSHNET COMPANY	913932081	08/18/2022	Merchandise for Resale	20-2000-0000-57325	25.87
ACUSHNET COMPANY	913932081	08/18/2022	Merchandise for Resale	20-10700	288.00
ACUSHNET COMPANY	913949073	08/18/2022	Merchandise for Resale	20-10700	405.00
ACUSHNET COMPANY	913949073	08/18/2022	Merchandise for Resale	20-2000-0000-57325	15.58
ACUSHNET COMPANY	913969712	08/25/2022	Merchandise for Resale	20-10700	546.00
ACUSHNET COMPANY	913969712	08/25/2022	Merchandise for Resale	20-2000-0000-57325	13.26
ACUSHNET COMPANY	914044842	09/08/2022	Supplies Clubhouse-Range Balls	20-2000-0000-52006	1,485.84
			Ven	dor ACUSHNET COMPANY Total:	3,318.30
Vendor: AED PROFESSIONALS					
AED PROFESSIONALS	92371	08/25/2022	AED BATTERIES	35-3500-0000-52801	897.90
			Vei	ndor AED PROFESSIONALS Total:	897.90
Vendor: AFLAC					
AFLAC	346162	08/18/2022	CANCER/INTENSIVE CARE INSURANCE JULY22	01-21260	227.70
AFLAC	346162	08/18/2022	CANCER/INTENSIVE CARE INSURANCE JULY22	01-0100-0000-54051	669.74
AFLAC	346162	08/18/2022	CANCER/INTENSIVE CARE INSURANCE JULY22	01-21240	403.20
AFLAC	718389	08/31/2022	CANCER INTENSIVE CARE INSURANCE - AUG22	01-21260	227.70
AFLAC	718389	08/31/2022	Start special shape of Lattice at 1 the	01-0100-0000-54051	669.74
AFLAC	718389	08/31/2022		01-21240	326.96
			The state of the s	Vendor AFLAC Total:	2,525.04

Vendor Name         Payable Number         Post Date         Item Description         Account Number           Vendor: AMERICAN HOIST & MANLIFT INC.         27-2700-0000-56001         ELEVATOR REPAIRS         27-2700-0000-56001           NC.         **Vendor AMERICAN WELDING & GAS INC           AMERICAN WELDING & GAS INC         **WELDING TANK RENTAL (91-0300-0000-54250 (6-30/22 vendor AMERICAN WELDING & GAS INC Total:           Vendor: AMERICAN EAGLE.COM         **WELDING & GAS INC Total:           Vendor: AMERICANEAGLE.COM         **AGRICANEAGLE.COM TOTAL:           AMERICANEAGLE.COM         **366522         **BONDON-52011           Vendor: ANCEL GLINK, P.C.         **ARRICANEAGLE.COM Total:           **Vendor: ANCEL GLINK, P.C.         **BA1873         **BA1872022         **BID JUES REIMBURSEMENT         **QUI - QUO-0000-54220           **Vendor: ANDRE GLEBOV         **ANCEL GLINK, P.C.         **ARRICANEAGLE.COM Total:           **Vendor: ANDRE GLEBOV         **ANCEL GLINK, P.C. Total:         **QUI - QUI	1,055.00 1,055.00 157.10 157.10 375.00 375.00
AMERICAN HOIST & MANLIFT 22260 08/18/2022 ELEVATOR REPAIRS 27-2700-0000-56001 INC.  Vendor: AMERICAN WELDING & GAS INC  AMERICAN WELDING & GAS 08630611 08/25/2022 WELDING TANK RENTAL 6/30/22 Vendor AMERICAN WELDING & GAS INC Total:  Vendor: AMERICANEAGLE.COM AMERICANEAGLE.COM 360622 08/25/2022 MONTHLY HAWKSEARCH 01-0200-0000-52011 LICENSE Vendor: AMERICANEAGLE.COM Total:  Vendor: ANCEL GLINK, P.C. 3478173 08/18/2022 libraray parkreal estate transaction vendor ANCEL GLINK, P.C. Total:  Vendor: ANDRE GLEBOV APTA APTA APTA BIVV0013226 09/15/2022 PTR DUES REIMBURSEMENT 25-2500-0000-54001 Vendor: APTA APTA APTA APTA APTA APTA APTA APTA	1,055.00 157.10 157.10 375.00
Vendor: AMERICAN WELDING & GAS INC	157.10 157.10 375.00
AMERICAN WELDING & GAS INC 108/25/2022 WELDING TANK RENTAL 01-0300-0000-54250 6/30/22 Vendor AMERICAN WELDING & GAS INC Total:  Vendor: AMERICANEAGLE.COM 360622 08/25/2022 MONTHLY HAWKSEARCH 01-0200-0000-52011 LICENSE Vendor AMERICANEAGLE.COM Total:  Vendor: ANCEL GLINK, P.C. ANCEL GLINK, P.C. 3478173 08/18/2022 libraray parkreal estate transaction Vendor ANCEL GLINK, P.C. Total:  Vendor: ANDRE GLEBOV ANDRE GLEBOV 1021-1416 08/25/2022 PTR DUES REIMBURSEMENT 25-2500-0000-54001 Vendor ANDRE GLEBOV Total:  Vendor: APTA APTA INVO013226 09/15/2022 FACILITY MEMBERSHIP 23-2300-0000-54001 Vendor APTA Total:  Vendor: ARIELLE GALLIONE PHOTOGRAPHY ARIELLE GALLIONE 44476 09/15/2022 MARKETING PHOTOGRAPHY 25-2500-0000-54201	157.10 375.00 375.00
Vendor: AMERICANEAGLE.COM   360622   08/25/2022   MONTHLY HAWKSEARCH   01-0200-0000-52011   LICENSE   Vendor: AMERICANEAGLE.COM Total:   Vendor: ANCEL GLINK, P.C.   3478173   08/18/2022   Iibraray parkreal estate   Transaction   Vendor ANCEL GLINK, P.C.   Total:   Vendor: ANDRE GLEBOV   1021-1416   08/25/2022   PTR DUES REIMBURSEMENT   25-2500-0000-54001   Vendor ANDRE GLEBOV Total:   Vendor: APTA   INVO013226   09/15/2022   FACILITY MEMBERSHIP   23-2300-0000-54001   Vendor APTA Total:   Vendor: ARIELLE GALLIONE PHOTOGRAPHY   ARIELLE GALLIONE   44476   09/15/2022   MARKETING PHOTOGRAPHY   25-2500-0000-54201   Vendor-54201   Ve	157.10 375.00 375.00
Vendor: AMERICANEAGLE.COM         360622         08/25/2022         MONTHLY HAWKSEARCH LICENSE         01-0200-0000-52011 LICENSE           Vendor: ANCEL GLINK, P.C.         Vendor AMERICANEAGLE.COM Total:         Vendor AMERICANEAGLE.COM Total:           Vendor: ANCEL GLINK, P.C.         3478173         08/18/2022         libraray parkreal estate transaction         01-0200-0000-54220           Vendor: ANDRE GLEBOV         Vendor ANCEL GLINK, P.C. Total:         Vendor ANCEL GLINK, P.C. Total:           Vendor: APTA         08/25/2022         PTR DUES REIMBURSEMENT         25-2500-0000-54001           Vendor: APTA APTA         INV0013226         09/15/2022         FACILITY MEMBERSHIP         23-2300-0000-54001           Vendor: ARIELLE GALLIONE         44476         09/15/2022         MARKETING PHOTOGRAPHY         25-2500-0000-54201	375.00 375.00
AMERICANEAGLE.COM 360622 08/25/2022 MONTHLY HAWKSEARCH 10-0200-0000-52011 LICENSE Vendor AMERICANEAGLE.COM Total:  Vendor: ANCEL GLINK, P.C.  ANCEL GLINK, P.C. 3478173 08/18/2022 libraray parkreal estate transaction Vendor ANCEL GLINK, P.C. Total:  Vendor: ANDRE GLEBOV  ANDRE GLEBOV 1021-1416 08/25/2022 PTR DUES REIMBURSEMENT 25-2500-0000-54001 Vendor ANDRE GLEBOV Total:  Vendor: APTA  APTA INVO013226 09/15/2022 FACILITY MEMBERSHIP 23-2300-0000-54001 Vendor APTA Total:  Vendor: ARIELLE GALLIONE PHOTOGRAPHY  ARIELLE GALLIONE 44476 09/15/2022 MARKETING PHOTOGRAPHY 25-2500-0000-54001	375.00
Vendor AMERICANEAGLE.COM Total:	375.00
Vendor: ANCEL GLINK, P.C.         3478173         08/18/2022         libraray parkreal estate transaction         01-0200-0000-54220           Vendor: ANDRE GLEBOV         Vendor ANCEL GLINK, P.C. Total:         Vendor: ANDRE GLEBOV         1021-1416         08/25/2022         PTR DUES REIMBURSEMENT         25-2500-0000-54001           Vendor: APTA         APTA         INV0013226         09/15/2022         FACILITY MEMBERSHIP         23-2300-0000-54001           Vendor: ARIELLE GALLIONE PHOTOGRAPHY         ARIELLE GALLIONE         44476         09/15/2022         MARKETING PHOTOGRAPHY         25-2500-0000-54201	3,577
ANCEL GLINK, P.C. 3478173 08/18/2022 libraray parkreal estate transaction Vendor ANCEL GLINK, P.C. Total:  Vendor: ANDRE GLEBOV  ANDRE GLEBOV 1021-1416 08/25/2022 PTR DUES REIMBURSEMENT 25-2500-0000-54001 Vendor ANDRE GLEBOV Total:  Vendor: APTA  APTA INV0013226 09/15/2022 FACILITY MEMBERSHIP 23-2300-0000-54001 Vendor APTA Total:  Vendor: ARIELLE GALLIONE PHOTOGRAPHY  ARIELLE GALLIONE 44476 09/15/2022 MARKETING PHOTOGRAPHY 25-2500-0000-54201	112.50
Vendor ANCEL GLINK, P.C. Total:  Vendor: ANDRE GLEBOV  ANDRE GLEBOV 1021-1416 08/25/2022 PTR DUES REIMBURSEMENT 25-2500-0000-54001 Vendor ANDRE GLEBOV Total:  Vendor: APTA  APTA INV0013226 09/15/2022 FACILITY MEMBERSHIP 23-2300-0000-54001 Vendor APTA Total:  Vendor: ARIELLE GALLIONE PHOTOGRAPHY  ARIELLE GALLIONE 44476 09/15/2022 MARKETING PHOTOGRAPHY 25-2500-0000-54201	112.50
Vendor: ANDRE GLEBOV           ANDRE GLEBOV         1021-1416         08/25/2022         PTR DUES REIMBURSEMENT         25-2500-0000-54001           Vendor ANDRE GLEBOV Total:           Vendor APTA           APTA         INV0013226         09/15/2022         FACILITY MEMBERSHIP         23-2300-0000-54001           Vendor APTA Total:           Vendor: ARIELLE GALLIONE PHOTOGRAPHY           ARIELLE GALLIONE         44476         09/15/2022         MARKETING PHOTOGRAPHY         25-2500-0000-54201	
ANDRE GLEBOV 1021-1416 08/25/2022 PTR DUES REIMBURSEMENT 25-2500-0000-54001 Vendor ANDRE GLEBOV Total:  Vendor: APTA  APTA INV0013226 09/15/2022 FACILITY MEMBERSHIP 23-2300-0000-54001 Vendor APTA Total:  Vendor: ARIELLE GALLIONE PHOTOGRAPHY  ARIELLE GALLIONE 44476 09/15/2022 MARKETING PHOTOGRAPHY 25-2500-0000-54201	112.50
Vendor ANDRE GLEBOV Total:           Vendor: APTA         Vendor APTA         INV0013226         09/15/2022         FACILITY MEMBERSHIP         23-2300-0000-54001         Vendor APTA Total:         Vendor APTA Total:           Vendor: ARIELLE GALLIONE PHOTOGRAPHY         ARIELLE GALLIONE         44476         09/15/2022         MARKETING PHOTOGRAPHY         25-2500-0000-54201	229.00
APTA INV0013226 09/15/2022 FACILITY MEMBERSHIP 23-2300-0000-54001  Vendor APTA Total:  Vendor: ARIELLE GALLIONE PHOTOGRAPHY  ARIELLE GALLIONE 44476 09/15/2022 MARKETING PHOTOGRAPHY 25-2500-0000-54201	229.00
Vendor APTA Total:  Vendor: ARIELLE GALLIONE PHOTOGRAPHY  ARIELLE GALLIONE 44476 09/15/2022 MARKETING PHOTOGRAPHY 25-2500-0000-54201	
Vendor: ARIELLE GALLIONE PHOTOGRAPHY ARIELLE GALLIONE 44476 09/15/2022 MARKETING PHOTOGRAPHY 25-2500-0000-54201	50.00 50.00
ARIELLE GALLIONE 44476 09/15/2022 MARKETING PHOTOGRAPHY 25-2500-0000-54201	30.00
THO TO GIVEN	340.00
ARIELLE GALLIONE 44476 09/15/2022 MARKETING PHOTOGRAPHY 10-1000-0000-54201 PHOTOGRAPHY CHECK	340.00
ARIELLE GALLIONE 44476 09/15/2022 MARKETING PHOTOGRAPHY 20-2000-0000-54201 PHOTOGRAPHY CHECK	340.00
ARIELLE GALLIONE 44476 09/15/2022 MARKETING PHOTOGRAPHY 27-2700-0000-54201 PHOTOGRAPHY CHECK	680.00
Vendor ARIELLE GALLIONE PHOTOGRAPHY Total:	1,700.00
Vendor: ARTHUR CLESEN INC.	
ARTHUR CLESEN INC. 215-00 09/08/2022 SUREGUAED HERBICIDE 01-0400-0000-52562	584.50
Vendor ARTHUR CLESEN INC. Total:	584.50
Vendor: BELL FUELS SERVICE CO	433233
BELL FUELS SERVICE CO 392932 08/25/2022 FUEL DELIVERY DIESEL 01-10850	7,886.96
BELL FUELS SERVICE CO 392934 08/25/2022 FUEL DELIVERY REGULAR 01-10850 UNLEADED	14,065.67
BELL FUELS SERVICE CO 399383 09/08/2022 FUEL DELIVERY REGULAR 01-10850 UNLEADED	10,044.71
BELL FUELS SERVICE CO 399384 09/08/2022 FUEL DELIVERY DIESEL FUEL 01-10850	6,858.17
Vendor BELL FUELS SERVICE CO Total:	38,855.51
Vendor: BESS HARDWARE & SPORTS	
BESS HARDWARE & SPORTS INV0013196 09/08/2022 BESS HARDWARE AUG22 25-2500-0000-56001	1.92
BESS HARDWARE & SPORTS INV0013196 09/08/2022 BESS HARDWARE AUG22 27-2700-0000-52002	4.94
BESS HARDWARE & SPORTS INV0013196 09/08/2022 BESS HARDWARE AUG22 25-2500-0000-56001	18,51
Vendor BESS HARDWARE & SPORTS Total:	25.37
Vendor: BLUE CROSS AND BLUES SHIELD OF ILLINOIS	
BLUE CROSS AND BLUES SHIELD INVO013176 09/01/2022 HEALTH INSURANCE SEP22 01-0100-0000-54051 OF ILLINOIS	63,452.06
Vendor BLUE CROSS AND BLUES SHIELD OF ILLINOIS Total:	63,452.06
Vendor: BRATSCHI PLUMBING COMPANY	
BRATSCHI PLUMBING 35036 09/08/2022 FAUCET REPAIR 27-2700-0000-56001 COMPANY	
BRATSCHI PLUMBING 35055 09/08/2022 POWER ROD SEWER LINE 27-2700-0000-56001 COMPANY	248,00
Vendor BRATSCHI PLUMBING COMPANY Total:	248.00 1,481.40

Expense Approval Report				Payment Dates: 08/11/2022	2 - 09/15/2022
Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
Vendor: BROADVOICE	454 (40, 20, 00, 40, 74)		6.00	CX 20110 (15) 013	74.584.201
BROADVOICE	320620	08/25/2022	monthly phone charges	01-0200-0000-56501	466.50
				Vendor BROADVOICE Total:	466.50
Vendor: BURRIS EQUIPMENT					
BURRIS EQUIPMENT	RC1012886-1	08/25/2022	LIGHT TOWERS FOR FOURTH OF JULY	10-1100-7842-54305	534.00
BURRIS EQUIPMENT	P53010270-1	09/08/2022	BALLIOINT	01-0400-0000-56200	67.05
			v	endor BURRIS EQUIPMENT Total:	601.05
Vendor: CALLAWAY GOLF CON	MPANY				
CALLAWAY GOLF COMPANY	935352019	08/18/2022	Merchandise for Resale	20-2000-0000-57325	15.00
CALLAWAY GOLF COMPANY	935352019	08/18/2022	Merchandise for Resale	20-10700	224.52
			Vendor C	ALLAWAY GOLF COMPANY Total:	239.52
Vendor: CHASE CREDIT CARD					
CHASE CREDIT CARD	66096	08/31/2022	CAMP FIELD TRIP NICKEL CITY	10-1100-7765-54304	128.00
CHASE CREDIT CARD	66096	08/31/2022	CAMP FIELD TRIP NICKEL CITY	10-1100-7606-54304	112.00
CHASE CREDIT CARD	76466	08/31/2022	PRESSURE WASHER PARTS	01-0400-0000-56100	273,50
CHASE CREDIT CARD	288708047	08/31/2022	Special Event Supplies	20-2000-0000-52320	120.00
CHASE CREDIT CARD	INV0013193	08/31/2022	CAMP FIELD TRIP SKY HIGH / JUMP ZONE	10-1100-7668-54304	1,260.00
CHASE CREDIT CARD	INV0013194	08/31/2022	Special Event Supplies	20-2000-0000-52320	110.00
CHASE CREDIT CARD	2982014	08/31/2022	CAMP FIELD TRIP MYSTIC WATERS	10-1100-7765-54304	212.00
CHASE CREDIT CARD	2982014	08/31/2022	CAMP FIELD TRIP — MYSTIC WATERS	10-1100-7606-54304	202.00
CHASE CREDIT CARD	6501206	08/31/2022	CAMP FIELD TRIP — EXPLORITORIUM	10-1100-7668-54304	104.00
CHASE CREDIT CARD	6501206	08/31/2022	CAMP FIELD TRIP — EXPLORITORIUM	10-1100-7605-54304	226.00
CHASE CREDIT CARD	113604828	08/31/2022	TRAILER HITCH & PLATE	01-0400-0000-56200	214.14
CHASE CREDIT CARD	31732354	08/31/2022	CAMP FIELD TRIP — MEDIEVAL TIMES	10-1100-7606-54304	690.40
CHASE CREDIT CARD	06326	08/31/2022	PORTABLE STORAGE DEVICES	01-0200-0000-52090	307.97
CHASE CREDIT CARD	113610669	08/31/2022	TRAILER HITCH & PLATE	01-0400-0000-56200	214.14
CHASE CREDIT CARD	41858	08/31/2022	CAMP FIELD TRIP ENCHANTED CASTLE	10-1100-7765-54304	540.90
CHASE CREDIT CARD	41858	08/31/2022	CAMP FIELD TRIP ENCHANTED CASTLE	10-1100-7606-54304	536.90
CHASE CREDIT CARD	7153827	09/07/2022	TOOLS GOLF MAINTENANCE	20-2100-0000-52810	191.98
CHASE CREDIT CARD	00618134	09/06/2022	POINT TO POINT WIFI PARKS SERVICE CENTER	01-0400-0000-52015	2,512.62
CHASE CREDIT CARD	6	08/31/2022	PIZZA FOR CREW MEMBERS	20-2100-0000-52002	177.05
CHASE CREDIT CARD	6783415	09/07/2022	TOOLS GOLF MAINTENANCE	20-2100-0000-52810	219.89
CHASE CREDIT CARD	68375	08/31/2022	LOCKS AND CHAIN FOR SPE AND FLAGS FOR LLOYD	10-1600-0000-52002	89.94
CHASE CREDIT CARD	68375	08/31/2022	LOCKS AND CHAIN FOR SPF AND FLAGS FOR LLOYD	10-1200-0000-56001	219.36
CHASE CREDIT CARD	1602310	08/31/2022	Special Event Supplies-WGC Travel Match#8	20-2000-0000-52320	112.00
CHASE CREDIT CARD	407157	08/31/2022	5W40 OIL	01-0300-0000-52505	268.32
CHASE CREDIT CARD	6513278	08/31/2022	CAMP FIELD TRIP EXPLORITORIUM	10-1100-7668-54304	120.00
CHASE CREDIT CARD	6513278	08/31/2022	CAMP FIELD TRIP EXPLORITORIUM	10-1100-7605-54304	85.00
CHASE CREDIT CARD	6843510	08/31/2022	CAMP FIELD TRIP — WAGNER FARM X2	10-1100-7605-54304	256.25
CHASE CREDIT CARD	6843510	08/31/2022	CAMP FIELD TRIP - WAGNER FARM X2	10-1100-7668-54304	356.25
CHASE CREDIT CARD	062839	08/31/2022	CAMP FIELD TRIP - ALTITUDE	10-1100-7606-54304	266.02
CHASE CREDIT CARD	062839	08/31/2022	CAMP FIELD TRIP - ALTITUDE	10-1100-7765-54304	299.28
	4861034	08/31/2022			235.80

Vei CH	pense Approval Report ndor Name				The second secon	
- 60		Payable Number	Post Date	Item Description	Account Number	Amount
CH	ASE CREDIT CARD	INV0013204	08/31/2022	PESTICIDE TRAINING BOOKLETS	01-0400-0000-54005	145.50
	ASE CREDIT CARD	083864	08/31/2022	CAMP FIELD TRIP ACTION TERRITORY	10-1100-7606-54304	335.84
СН	ASE CREDIT CARD	083864	08/31/2022	CAMP FIELD TRIP - ACTION TERRITORY	10-1100-7765-54304	398.81
CH	ASE CREDIT CARD	02-066400	08/31/2022	FENCE MATERIAL	01-0400-0000-56003	498.47
	ASE CREDIT CARD	3534628	08/31/2022	NITRILE GLOVES	20-2100-0000-52002	151.96
	ASE CREDIT CARD	70600	08/31/2022			668.31
CH	ASE CREDIT CARD	70600	08/31/2022	CAMP FIELD TRIP — BOUNDLESS ADVENTURE	10-1100-7606-54304	589.69
СН	ASE CREDIT CARD	6698469	09/09/2022	WHEN I WORK- SCHEDULING SOFTWARE FOR LAKEFRONT	10-1500-0000-54250	118.00
CH	ASE CREDIT CARD	INV0013203	08/31/2022	TURF EDUCATION	01-0400-0000-54005	345.00
CH	ASE CREDIT CARD	0762-4	08/31/2022	STAFF AWARDS	10-1100-7606-52404	100.00
CH.	ASE CREDIT CARD	0762-4	08/31/2022	STAFF AWARDS	10-1100-7668-52404	120.00
CH	ASE CREDIT CARD	0762-4	08/31/2022	BABYSITTING SUPPLIES	10-1100-7456-52402	61.18
CH	ASE CREDIT CARD	0762-4	08/31/2022	BIRTHDAY PARTY SUPPLIES	10-1100-7810-52405	2.97
CH	ASE CREDIT CARD	0762-4	08/31/2022	STAFF AWARDS	10-1100-7605-52404	50.00
	ASE CREDIT CARD	0762-4	08/31/2022	CAMP TOYS	10-1100-7668-52404	119.98
- 101-1	ASE CREDIT CARD	0762-4	08/31/2022	CAMP SUPPLIES	10-1100-7614-52404	18.26
	ASE CREDIT CARD	35155	09/06/2022	NEW TCM FOR TRUCK 5	01-0400-0000-56200	748.26
	ASE CREDIT CARD	107317	08/31/2022	BARRETT LUNCHEON	01-0100-0000-52999	224.86
	ASE CREDIT CARD	INV0013202	08/31/2022	ILCA YEARLY DUES	01-0400-0000-54001	395.00
	ASE CREDIT CARD	0329814	08/31/2022	REPLACEMENT D36 AIR PURIFIER	10-1100-7668-52404	715.00
CH	ASE CREDIT CARD	14	08/31/2022	PIZZA FOR CREW	20-2100-0000-52002	160.95
CH	ASE CREDIT CARD	2171431	08/31/2022	AAG CRAFT SUPPLIES	10-1100-7605-52404	5.99
CH	ASE CREDIT CARD	2171431	08/31/2022	ADV CAMP SUPPLIES	10-1100-7606-52404	13.07
CH	ASE CREDIT CARD	2171431	08/31/2022	KC CAMP SUPPLIES	10-1100-7668-52404	91.35
CH	ASE CREDIT CARD	2171431	08/31/2022	HI CAMP SUPPLIES	10-1100-7668-52404	51.08
CH	ASE CREDIT CARD	2171431	08/31/2022	FIRST AID SUPPLIES	10-1000-0000-52002	48.86
CH	ASE CREDIT CARD	2171431	08/31/2022	BATTERIES	10-1000-0000-52002	46.80
	ASE CREDIT CARD	INV0013191	08/31/2022	STAFF MTG DINNER	27-2700-0000-52901	130.40
CH	ASE CREDIT CARD	215909195	08/31/2022	FUEL TANK #11	01-0400-0000-56200	541.88
CH	ASE CREDIT CARD	7659	08/31/2022	SHOP TOOLS	20-2100-0000-52002	52,96
CH	ASE CREDIT CARD	7659	08/31/2022	SHOP TOOLS	20-2100-0000-52810	372,91
CH	ASE CREDIT CARD	INV0013190	08/31/2022	DJI DRONE AND WARRANTY	20-2000-0000-54201	300.05
CH	ASE CREDIT CARD	INV0013190	08/31/2022	DJI DRONE AND WARRANTY	25-2500-0000-54201	298.00
CH	ASE CREDIT CARD	INV0013190	08/31/2022	DJI DRONE AND WARRANTY	27-2700-0000-54201	298.00
	ASE CREDIT CARD	INV0013190	08/31/2022	DJI DRONE AND WARRANTY	10-1100-7999-54201	300,00
	ASE CREDIT CARD	INV0013209	09/09/2022	WNG CHAMBER OF COMMERCE GOLF OUTING	01-0100-0000-54005	850.00
CH	ASE CREDIT CARD	2603	08/31/2022	CAMP STAFF AWARDS	10-1100-7606-52404	240,00
CHA	ASE CREDIT CARD	2603	08/31/2022	CAMP STAFF AWARDS	10-1100-7614-52404	30.00
CH	ASE CREDIT CARD	2603	08/31/2022	CAMP STAFF AWARDS	10-1100-7668-52404	300.00
CH	ASE CREDIT CARD	2603	08/31/2022	CAMP STAFF AWARDS	10-1100-7605-52404	160.00
CH	ASE CREDIT CARD	INV0013192	09/06/2022	PROFESSIONAL DUES - PAT	25-2500-0000-54001	229.00
CHA	ASE CREDIT CARD	INV0013210	09/09/2022	WNG CHAMBER OF COMMERCE GOLF OUTING	01-0100-0000-54005	100.00
CHA	ASE CREDIT CARD	INV0013211	09/09/2022	WNG CHAMBER OF COMMERCE DUES	01-0200-0000-54001	1,635.00
CHA	ASE CREDIT CARD	INV163948714	08/31/2022	SEPT ZOOM MEMBERSHIP	01-0100-0000-54210	199.90
CHA	ASE CREDIT CARD	MC076975-5	08/31/2022	MONTHLY MAILCHIMP	01-0200-0000-52011	205.00
CHA	ASE CREDIT CARD	14502	08/31/2022	SHOP TOOLS	20-2100-0000-52002	25.72
CHA	ASE CREDIT CARD	14502	08/31/2022	SHOP TOOLS	20-2100-0000-52810	210.78
CHA	ASE CREDIT CARD	14502	08/31/2022	SHOP TOOLS	20-2100-0000-52505	11.96
CHA	ASE CREDIT CARD	66783	08/31/2022	SS BABYSITTING SUPPLIES	10-1100-7456-52402	1,296.15
CHA	ASE CREDIT CARD	INV0013189	08/31/2022	CHASE CC AUG22	20-2100-0000-52002	29.75
	ASE CREDIT CARD	INV0013189	08/31/2022	CHASE CC AUG22	20-2100-0000-52002	37.79
CH	ASE CREDIT CARD	INV0013189	08/31/2022	CHASE CC AUG22	01-0400-0000-56501	51.32

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Expense Approval Report
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#### Payment Dates: 08/11/2022 - 09/15/2022

	Payment Dates: 08/11/				
Amount	Account Number	Item Description	Post Date	Payable Number	Vendor Name
91.00	23-2300-0000-54250	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
39.90	10-1600-0000-52002	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
12.50	20-2000-0000-54201	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
12.50	10-1100-7999-54201	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
65.00	10-1100-7456-52402	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
60.65	20-2100-0000-56501	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
6.00	01-0100-0000-54005	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
60.65	20-2000-0000-56501	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
69.00	01-0400-0000-56001	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
299.00	01-0400-0000-54250	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
12.50	27-2700-0000-54201	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
60.00	01-0200-0000-52091	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
32.89	01-0200-0000-52091	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
62.17	10-1500-0000-54260	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
43.33	01-0400-0000-52001	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
91.01	27-2700-0000-52901	CHASE CC AUG22	08/31/2022	(NV0013189	CHASE CREDIT CARD
0.80	10-1500-0000-54250	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
33.06	01-0400-0000-52002	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
51.32	10-1000-0000-56501	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
51.92	01-0400-0000-52002	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
67.03	01-0200-0000-52011	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
16,26	10-1100-7614-52404	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
5.00	01-0200-0000-52011	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
77.49	10-1000-0000-54005	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
56.44	01-0200-0000-52011	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
99.98	20-2100-0000-52515	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
17.18	10-1100-7843-54305	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
2.39	10-1100-7843-54305	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
49.40	01-0300-0000-56100	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
59.95	10-1100-7668-52404	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
-17.76	10-1100-7668-52404	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
11.36	01-0200-0000-52025	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
16.99	27-2700-0000-52002	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
43.85	01-0200-0000-52091	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
65.27	01-0100-0000-56501	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
27.40	10-1500-0000-54260	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
7.65	01-0300-0000-52002	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
14.83	10-1100-7843-52405	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
14.12	10-1100-7765-52404	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
51.32	01-0200-0000-56501	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
0.99	01-0200-0000-56501	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
20.00	25-2500-0000-52025	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
37.32	27-2700-0000-56501	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
14.00	10-1500-0000-56501	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
14.00	10-1600-0000-56501	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
67.68	25-2500-0000-56100	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
6.00	01-0100-0000-54210	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
275.00	01-0100-0000-52025	CHASE CC AUGZZ	08/31/2022	INV0013189	CHASE CREDIT CARD
945.50	01-0100-0000-54210	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
60.65	25-2500-0000-56501	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
7,66	10-1100-7843-52405	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
17.93	10-1100-7605-52404	CHASE CC AUGZZ	08/31/2022	INV0013189	CHASE CREDIT CARD
29.99	01-0400-0000-56100	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
77.90	10-1100-7843-52405	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
-14.42	01-0100-0000-54250	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
36.08	10-1000-0000-52350	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
245.00	01-0100-0000-54250	CHASE CC AUGZZ	08/31/2022	INV0013189	CHASE CREDIT CARD
8.95	01-0100-0000-52025	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
12.50	25-2500-0000-54201	CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD
		CHASE CC AUG22	08/31/2022	INV0013189	CHASE CREDIT CARD

Expense Approval Report				Payment Dates: 08/11/2022	- 09/15/2022
Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
CHASE CREDIT CARD	INV0013189	08/31/2022	CHASE CC AUG22	01-0300-0000-52505	32.30
CHASE CREDIT CARD	INV0013189	08/31/2022	CHASE CC AUG22	10-1000-0000-52350	9.82
CHASE CREDIT CARD	INV0013189	08/31/2022	CHASE CC AUG22	01-0400-0000-56200	48.98
CHASE CREDIT CARD	INV0013212	09/09/2022	CHAMBER BANNERS - 4	01-0200-0000-54251	200.00
			SEASONS		
CHASE CREDIT CARD	0215317784	09/07/2022	UNIFORMS	01-0300-0000-52525	332,74
				Vendor CHASE CREDIT CARD Total:	29,140.80
Vendor: CHICAGO DISTRICT GO	OLF ASSOCIATION				
CHICAGO DISTRICT GOLF	2154-226	09/08/2022	COMPUTER SERVICES	20-2000-0000-54210	40.00
ASSOCIATION			Vender CHICAGO D	ISTRICT GOLF ASSOCIATION Total:	40.00
compression and a series about	0.00		Vehilla Chicago E	STRICT GOLF ASSOCIATION Total.	40.00
Vendor: CHICAGO LOVES DANG CHICAGO LOVES DANCE INC	WPD82122	08/25/2022	DANCE BIRTHDAY PARTY	10-1100-7810-54305	175.00
CHICAGO LOVES DANCE INC	WFD02122	00/23/2022		CHICAGO LOVES DANCE INC Total:	175.00
والمتابات فيدافسون والماس	623.62		Vendor	emendo es ves onice nie vota.	173.00
Vendor: CHICAGO PARTS & SO		08/25/2022	TRUCK FILTERS	01-0400-0000-56200	232,02
CHICAGO PARTS & SOUND, LLC	1-0295007	06/23/2022	TROCK PICTERS	01-0400-0000-36200	232,02
			Vendor CH	CAGO PARTS & SOUND, LLC Total:	232.02
Vendor: CHICAGO TRIBUNE M	EDIA GROUP			With the part of the part of the	
CHICAGO TRIBUNE MEDIA	058008222000	08/18/2022	LISTINGS	01-0100-0000-54201	53.45
GROUP			1700010000		
			Vendor CHICA	GO TRIBUNE MEDIA GROUP Total:	53.45
Vendor: CIT TECHNOLOGY	6.453101	43504 A 1012 S	Front Washington Auto-	and the state of the state of the	36525
CIT TECHNOLOGY	40515569	08/18/2022	monthly copier charge	01-0100-0000-56100	1,471.34
CIT TECHNOLOGY	40711113	09/15/2022	manthly capier/printer fees	01-0100-0000-54250 Vendor CIT TECHNOLOGY Total:	1,471.34 2,942.68
ACCONOMICA				vendor cri rechnocodi total.	2,342.00
Vendor: COMCAST	***********	00/10/2022	reconstitues.	37 3700 0000 54350	47.42
COMCAST	INV0013146 INV0013148	08/18/2022 08/18/2022	ICE TV AUG22 ADMIN INTERNET AUG22	27-2700-0000-54250 25-2400-0000-54250	244.85
COMCAST	INV0013148	08/18/2022	GOLF TV AUG22	20-2000-0000-54250	69.53
COMCAST	INV0013151	08/18/2022	ADMIN INTERNET AUG22	01-0100-0000-54210	167.90
COMCAST	INV0013166	08/25/2022	ADMIN INTERNET AUG22	01-0100-0000-54210	324.85
COMCAST	153266598	09/08/2022	monthly service charge plus	01-0100-0000-54210	1,624.52
			setup for new Internet		
COMCAST	INV0013172	08/25/2022	ICE TV AUG22	27-2700-0000-54250	36.91
COMCAST	INV0013201	09/08/2022	ICE TV SEP22	27-2700-0000-54250	47.42
COMCAST	INV0013200	09/08/2022	TENNIS TV SEP22	25-2500-0000-54250	207.83
COMCAST	INV0013206	09/15/2022	TOWER INTERNET SEP22	10-1500-0000-54250	169.90
COMCAST	INV0013205	09/15/2022	TENNIS INTERNET SEP22	23-2300-0000-54250	263.80 244.85
COMCAST	INV0013216 INV0013217	09/15/2022 09/15/2022	GOLF TV SEP22	25-2400-0000-54250 20-2000-0000-54250	69.53
COMICASI	11440012511	09/13/2022	GOLF IV SEF22	Vendor COMCAST Total:	3,519.31
William and the				12000 2700 2700 2700	0,157.77
Vendor: COMED COMED	INV0013162	08/25/2022	NORTHFIELD ELECTRIC JULY22	01-0400-0000-56530	20.50
COMED	MAAAATSTOZ	2202 (52 )00	HOMITAGED ELECTRIC JULY22	Vendor COMED Total:	20.50
Vendor: COUNSILMAN-HUNSA	WED			Course companies	
COUNSILMAN-HUNSAKER	22138	08/18/2022	SWIMMING BEACH AUDITS	10-1500-0000-54250	1,060.00
COUNSIEMAIN-HUNSAKEK	22136	00/10/2022		or COUNSILMAN-HUNSAKER Total:	1,060.00
Vendor: COVERALL NORTH AN	IEDICA				770000
COVERALL NORTH AMERICA,	1010700914	09/15/2022	Admin. Office Cleaning	10-1000-0000-54250	349.00
COVERALL NORTH AMERICA,	1010700914	09/15/2022	Admin. Office Cleaning	01-0100-0000-54250	349.00
	**************************************	221,221,222		OVERALL NORTH AMERICA, Total:	698.00
Vendor: EMPIRE COOLER SERV	ICE, INC			A STATE OF THE PARTY OF THE PAR	
EMPIRE COOLER SERVICE, INC	509731	09/08/2022	Contract Services Clubhouse-	20-2000-0000-54255	131.25
-1	1323/22	21.03.1222	Rent for Ice Maker Sep		
			Vendor E	MPIRE COOLER SERVICE, INC Total:	131.25

Expense Approval Report				Payment Dates: 08/11/202	2 - 09/15/2022
Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
Vendor: ENERSTAR, INC.			and control of the same		2.0113000
ENERSTAR, INC.	082231	08/18/2022	WATER TREATMENT - CHILLER	27-2700-0000-54250	2,900.00
44.44.44.44.4		-34 -34 -35	0.4.50.000.0400.000.000	Vendor ENERSTAR, INC. Total:	2,900.00
Vendor: EVARTS SWENSON				The Art and Court of Control of	4347.747
EVARTS SWENSON	0681	08/25/2022	UNIFORM	01-0400-0000-52525	99.71
CALCADON GENERAL			7	Vendor EVARTS SWENSON Total:	99.71
Vendor: EXCALTECH				And the same was a state of a solution	
EXCALTECH	127296	08/18/2022	annual firewall/cybersecurity	01-0200-0000-56110	1,977.80
CONTROL OF		724-520-5-7-52	renewal and upgrade	22 9303 0503 50220	2,377,00
EXCALTECH	127781	09/15/2022	DOMAIN REGISTRATION	01-0100-0000-54210	60.00
EXCALTECH	127969	09/15/2022	annual fees plus office365	01-0100-0000-54210	6,843.78
			conversion costs	THE STORMAN DILLEGATION OF THE STORMAN OF THE STORM	72 727 55
				Vendor EXCALTECH Total:	8,881.58
Vendor: FASTSIGNS		Joseph Language A.			
FASTSIGNS	29-77327	09/08/2022	DASHER AD HANOLD	27-2700-0000-52901	208.30
ALCOHOLOGY CONTRACTOR				Vendor FASTSIGNS Total:	208.30
Vendor: FEDERAL WITHHOLDI		con in which the			
FEDERAL WITHHOLDING TAX	INV0013158	08/19/2022	Federal Withholding	01-21200	18,105.58
FEDERAL WITHHOLDING TAX	INV0013160	08/19/2022	FICA Withholding	33-21220	31,393.48
FEDERAL WITHHOLDING TAX FEDERAL WITHHOLDING TAX	INV0013161 INV0013181	08/19/2022	Medicare Withholding	33-21220	7,342.06
FEDERAL WITHHOLDING TAX	INV0013181	09/02/2022 09/02/2022	Federal Withholding	01-21200	16,108.04
FEDERAL WITHHOLDING TAX	INV0013184	09/02/2022	FICA Withholding Medicare Withholding	33-21220 33-21220	24,711.78 5,779.38
V 42/20/04 20/ (UI 14/4/20/ 14/4 10/)	11,100,000	05/02/2022		DERAL WITHHOLDING TAX Total:	103,440.32
Vendor: FIRST STUDENT				A DIVIS ALTONO SERVICE AND VALUE	
FIRST STUDENT	9392102	08/25/2022	CAMP BUSES (WEEK 4)	10-1100-7605-54304	928.00
FIRST STUDENT	9392102	08/25/2022	CAMP BUSES (WEEK 4)	10-1100-7606-54304	1,386.00
FIRST STUDENT	9392102	08/25/2022	CAMP BUSES (WEEK 4)	10-1100-7668-54304	728.00
FIRST STUDENT	9392102	08/25/2022	CAMP BUSES (WEEK 4)	10-1100-7765-54304	364.00
FIRST STUDENT	9393568	08/25/2022	CAMP BUSES (WEEK 5)	10-1100-7605-54304	910.00
FIRST STUDENT	9393568	08/25/2022	CAMP BUSES (WEEK 5)	10-1100-7606-54304	1,358.00
FIRST STUDENT	9393568	08/25/2022	CAMP BUSES (WEEK 5)	10-1100-7765-54304	546.00
FIRST STUDENT	9393568	08/25/2022	CAMP BUSES (WEEK 5)	10-1100-7668-54304	910.00
FIRST STUDENT	9397392	08/25/2022	CAMP BUSES (WEEK 6)	10-1100-7606-54304	1,632,00
FIRST STUDENT	9397392	08/25/2022	CAMP BUSES (WEEK 6)	10-1100-7765-54304	336.00
FIRST STUDENT	9397392	08/25/2022	CAMP BUSES (WEEK 6)	10-1100-7605-54304	910.00
FIRST STUDENT	9399277	09/08/2022	CAMP BUSES (WEEK 7)	10-1100-7605-54304	806.00
FIRST STUDENT FIRST STUDENT	9399277	09/08/2022	CAMP BUSES (WEEK 7)	10-1100-7668-54304	960.00
FIRST STUDENT	9399277	09/08/2022	CAMP BUSES (WEEK 7)	10-1100-7765-54304	406.00
FIRST STUDENT	9399277 9402324	09/08/2022 09/08/2022	CAMP BUSES (WEEK 7)	10-1100-7606-54304	1,764.00
FIRST STODENT	3402324	09/08/2022	CAMP BUSES (EXTENDED WEEK 8)	10-1100-7668-54304	364.00
FIRST STUDENT	9402324	09/08/2022	CAMP BUSES (EXTENDED WEEK B)	10-1100-7606-54304	770.00
FIRST STUDENT	9402324	09/08/2022	CAMP BUSES (EXTENDED WEEK	10-1100-7605-54304	546.00
FIRST STUDENT	9402324	09/08/2022	8) CAMP BUSES (EXTENDED WEEK	10-1100-7765-54304	406.00
			8)	Charles to the transfer of the	- Care Va
				Vendor FIRST STUDENT Total:	16,030.00
Vendor: FOX VALLEY FIRE & SAI	FETY				
FOX VALLEY FIRE & SAFETY	IN00540293	08/25/2022	ANNUAL FIRE SPRINKLER INSPECTION - ICE AND PADDLE	23-2300-0000-54250	262.00
FOX VALLEY FIRE & SAFETY	IN00540293	08/25/2022	ANNUAL FIRE SPRINKLER INSPECTION - ICE AND PADDLE	27-2700-0000-54250	312.00
			Vendor F	OX VALLEY FIRE & SAFETY Total:	574.00

Expense Approval Report				Payment Dates: 08/11/2022	- 09/15/202
Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amoun
Vendor: FROGLADY PRESENTAT FROGLADY PRESENTATION	ION INV0013167	08/25/2022	CAMP SPECIAL GUEST FROG	10-1100-7765-54304	433.33
FROGLADY PRESENTATION	INV0013167	08/25/2022	LADY CAMP SPECIAL GUEST FROG	10-1100-7605-54304	466.6
FROGLADY PRESENTATION	INV0013167	08/25/2022	LADY  CAMP SPECIAL GUEST FROG	10-1100-7668-54304	633.34
FROGLADY PRESENTATION	INV0013167	08/25/2022	LADY  CAMP SPECIAL GUEST — FROG	10-1100-7668-54304	866.67
			LADY Vendor	FROGLADY PRESENTATION Total:	2,400.00
word has a transfer for the	m.		13.14		12,17,14
Vendor: G.B. ELECTRIC COMPAN			7.5 : 51.5 (1).5 51.7 51.7 51.7 51.7	-1	
G.B. ELECTRIC COMPANY	19752	09/08/2022	HEATER AND FAN SERVICE	27-2700-0000-56001	1,072.00
G.B. ELECTRIC COMPANY	19753	09/08/2022	HEATER REPLACEMENT – HOCKEY OFFICE	27-2700-0000-56001	488.38
G.B. ELECTRIC COMPANY	19754	09/08/2022	ROOFTOP MAINTENANCE	27-2700-0000-56001	439.50
			Vend	or G.B. ELECTRIC COMPANY Total:	1,999.88
Vendor: GAMMA SPORTS					0.75
GAMMA SPORTS	INV308203	09/08/2022	PROGRAM SUPPLIES	25-2500-0000-52002	95.94
				Vendor GAMMA SPORTS Total:	95.94
Vendor: GEMINI INC	100040	00.000.0000	7211.02,7232	an evention with	122
SEMINI INC SEMINI INC	6162970 2303679	09/08/2022 09/08/2022	BENCH PLAQUE BENCH PLAQUE FOR JOHN P. ELWOOD	01-0400-0000-52002 01-0400-0000-60071	136.47 136.47
			ELWOOD	Vendor GEMINI INC Total:	272.94
Vendor: GOOD IMPRESSIONS					
GOOD IMPRESSIONS	1744	08/25/2022	50TH STAFF APPAREL	27-2700-0000-52525	1,318.00
		1.2.1.0.2.2		endor GOOD IMPRESSIONS Total:	1,318.00
Vendor: GOVHR USA					
SOVHR USA	2-09-22-503	09/15/2022	professional recruiter fee for HR position	01-0200-0000-54250	7,001.00
				Vendor GOVHR USA Total:	7,001.00
V CROWER FOURNIENT					
Vendor: GROWER EQUIPMENT	22016	00/00/10033	ni cuten	20 2400 0000 12004	474 0
GROWER EQUIPMENT	32816	09/08/2022	BLOWER	20-2100-0000-52801	471.99
SROWER EQUIPMENT	32817	09/08/2022	PARTS	20-2100-0000-56100	159.65
			Ve	ndor GROWER EQUIPMENT Total:	631.64
Vendor: HANNAH ROLIGHED					
HANNAH ROLIGHED	INV0013165	08/25/2022	EXTENDED CAMP STAFF LUNCH 8.3	10-1100-7668-52404	68.27
				Vendor HANNAH ROLIGHED Total:	68.27
Vendor: HIGH PSI LTD.					
HIGH PSI LTD.	76751	09/08/2022	REPAIRS P/W #185	01-0400-0000-56100	288.50
				Vendor HIGH PSI LTD. Total:	288.50
Vendor: HOME DEPOT CREDIT S					
HOME DEPOT CREDIT SERVICES	1023692	09/01/2022	HOME DEPOT CC AUG22	01-0400-0000-52002	10.47
			Vendor HO	ME DEPOT CREDIT SERVICES Total:	10.47
Vendor: HOT SHOTS SPORTS					
HOT SHOTS SPORTS	2590	09/08/2022	HOT SHOTS SUMMER CAMP AND SUMMER PROGRAMS	10-1100-7478-54303	8,713.60
HOT SHOTS SPORTS	2590	09/08/2022	HOT SHOTS SUMMER CAMP AND SUMMER PROGRAMS	10-1100-7380-54303	15,730.40
HOT SHOTS SPORTS	2590	09/08/2022	HOT SHOTS SUMMER CAMP AND SUMMER PROGRAMS	10-1100-7214-54302	985.60
HOT SHOTS SPORTS	2590	09/08/2022	HOT SHOTS SUMMER CAMP AND SUMMER PROGRAMS	10-1200-0000-54304	58,324.35
				Vendor HOT SHOTS SPORTS Total:	83,753.95

Expense Approval Report				Payment Dates: 08/11/202	2 - 09/15/2022
Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
Vendor: HYPERCORE NETWOR	KS INC.				
HYPERCORE NETWORKS INC.	08012212711793	08/18/2022	service charge for Aug and Sep for ADSL 1.5 Mbps	t 01-0100-0000-54210	215.43
			Vendor H	YPERCORE NETWORKS INC. Total:	215.43
Vendor: ICMA RETIREMENT TR					
ICMA RETIREMENT TRUST-457	INV0013154	08/19/2022	457K Contribution	01-21235	1,210.03
ICMA RETIREMENT TRUST-457	INV0013177	09/02/2022	457K Contribution	01-21235	210.00
			Vendorick	AA RETIREMENT TRUST-457 Total:	1,420.03
Vendor: IDES	0.004 030 634	00 (00 (000)	2020 (1000) 21 210 (210)	Tale stock! Social billions	70 200 100
IDES	0-891-820-624	09/08/2022	2022 UNEMPLOYMENT	35-3500-0000-54070	1,832.00
Venden IDIEWOOD FIECTRIC	CORNEY			Vendor IDES Total:	1,832.00
Vendor: IDLEWOOD ELECTRIC S IDLEWOOD ELECTRIC SUPPLY	819797	08/25/2022	PAN	25 2500 0000 55004	20.00
IDEEWOOD ELECTRIC SOFFET	013/3/	00/25/2022	FAN Vandar ID	25-2500-0000-56001 LEWOOD ELECTRIC SUPPLY Total:	33.28 33.28
Variable is promote programme			vendorio	LEWOOD ELECTRIC SUPPLY TOTAL	33.28
Vendor: IL DEPT OF REVENUE IL DEPT OF REVENUE	(NV0013157	00/10/2022	200201000100000	war arrange	20 202 100
	A1000000000000	08/19/2022	State Withholding	01-21210	11,270.40
IL DEPT OF REVENUE	INV0013180	09/02/2022	State Withholding	01-21210	8,708.70
407 BENN TRANSPORT	904	09/15/2022	SALES TAX AUG22	23-2300-0000-54990	3.00
IL DEPT OF REVENUE	904	09/15/2022	SALES TAX AUG22	20-2000-0000-54990	1,288.00
IL DEFT OF REVENUE	904	09/15/2022	SALES TAX AUG22	25-2500-0000-54990	102.00
AND AND ADMINISTRAL PROPERTY OF THE PARTY OF	78.87.10			endor IL DEPT OF REVENUE Total:	21,372.10
Vendor: ILLINOIS BASEBALL AC	THE CO. (1)	12.121.111	Mart White Co. C. v. C. C.	42 0125 4410 4050	
ILLINOIS BASEBALL ACADEMY	R30715-R	08/18/2022	EXTRA INNINGS SUMMER BASEBALL CAMP WEEK 1 70/30 S	10-1100-7613-54304	2,100.00
ILLINOIS BASEBALL ACADEMY	R30715-P&T	08/18/2022	EXTRA INNINGS BASEBALL CAMP WEEK 3 70/30 SPLIT	10-1100-7613-54304	1,680.00
ILLINOIS BASEBALL ACADEMY	R30715_Q	08/25/2022	IBA EXTRA INNINGS SUMMER CAMP WEEK 3 AND 3 WEEK PA	10-1100-7613-54304	2,534.00
			Vendor ILLi	NOIS BASEBALL ACADEMY Total:	6,314.00
Vendor: ILLINOIS STATE POLICE					0.647.00
ILLINOIS STATE POLICE	INV0013164	08/25/2022	CRIMINAL BACKGROUND	01-0100-0000-54250	100.00
			CHECKS	for ILLINOIS STATE POLICE Total:	100.00
Vendor: INTEGRA CLEANING &	MTC		Vent	of remois state route 10tal.	100,00
INTEGRA CLEANING & MTC	WPDAUGUST2022	08/25/2022	monthly classics	10 1000 0000 54350	704.00
INTEGRA CLEANING & MTC	WPDAUGUST2022	08/25/2022	monthly cleaning monthly cleaning	10-1000-0000-54250	294.00
THE CONTROL OF THE	WYDAUGOSTEDEE	00/23/2022		23-2300-0000-54250 NTEGRA CLEANING & MTC Total:	1,348.00
Vendor: JOHNSON CONTROLS S	ECHDITY COLUTIONS I.C.		1,9,1951	The state of the s	2,042.00
JOHNSON CONTROLS SECURITY		08/18/2022	JOHNSON CONTROLS QTRLY	35 3400 0000 54350	702.02
SOLUTIONS LLC	1040013132	00/10/2022	BILL	25-2400-0000-54250	703.93
JOHNSON CONTROLS SECURITY SOLUTIONS LLC	INV0013152	08/18/2022	JOHNSON CONTROLS ALARM PANEL DEPOSIT	25-2500-0000-56100	142,50
			Vendor JOHNSON CONTROLS	SECURITY SOLUTIONS LLC Total:	846.43
Vendor: JORSON & CARLSON CO	, INC				
JORSON & CARLSON CO., INC	0676992	08/18/2022	BLADE SHARPENING	27-2700-0000-56200	56.81
JORSON & CARLSON CO., INC	0677510	08/18/2022	BLADE SHARPENING	27-2700-0000-56200	56,81
JORSON & CARLSON CO., INC	0678125	08/25/2022	BLADE SHARPENING	27-2700-0000-56200	55.81
JORSON & CARLSON CO., INC.	0678610	08/25/2022	BLADE SHARPENING	27-2700-0000-56200	55.81
JORSON & CARLSON CO., INC	0679221	09/08/2022	BLADE SHARPENING	27-2700-0000-56200	55.81
JORSON & CARLSON CO., INC.	0672803	09/08/2022	BLADE SHARPENING	27-2700-0000-56200	50.81
AND	Mentan	2.24 COM 2020		ISON & CARLSON CO., INC Total:	331.86
Vendor: LAWSON PRODUCTS, IN	ic.				
LAWSON PRODUCTS, INC.	9309823336	08/25/2022	NUTS & BOLTS	01-0300-0000-52002	173.26
		M4 44 43 K		LAWSON PRODUCTS, INC. Total:	173.26
Vendor: LOWE'S BUSINESS ACCO	DUNT				
LOWE'S BUSINESS ACCOUNT	01211	08/18/2022	GENERAL SUPPLIES	01-0400-0000-52002	322.55
A CAROL ACTOR STREET STREET	10000	Carlo Digg	London sold size	de Discolaces payage	244.00

			D-1 D-1 00/41/2022	00/45/2022
Develop Months	David David	Boss Decodation	Payment Dates: 08/11/2022	
				Amount
				16.91
U0107070000				26.00
INV0013149				41.54
02048	09/08/2022	FIELD HOCKEY GOAL REPAIR	10-1200-0000-56001	104.66
INV0013195	09/08/2022	LOWE'S CC AUG22	10-1000-0000-52002	17.06
INV0013195	09/08/2022	LOWE'S CC AUG22	27-2700-0000-52002	75.35
INV0013195	09/08/2022	LOWE'S CC AUG22	01-0400-0000-56001	22.76
INV0013195	09/08/2022	LOWE'S CC AUG22	01-0400-0000-52810	58.81
		Vendor	LOWE'S BUSINESS ACCOUNT Total:	685.64
INC.				
1493392	09/08/2022	DRAINAGE PARTS	20-2100-0000-52002	190.60
		Vendo	r MENONI & MOCOGNI, INC. Total:	190.60
406243	08/18/2022	BATTERY FOR FIELD CREW GOLF CART	10-1200-0000-56100	121.38
406245	08/25/2022	1,000	20-2100-0000-56200	19.80
				178.85
400244	03/00/2022	170012		320.03
			Tellan (1111) (1111)	525.55
	08/18/2022	AUG22 INSURANCE	01-0100-0000-54051	16.00
				16.00
3520102022	09/13/2022	OCT22	01-21230	10.00
		Vend	dor NCPERS GROUP LIFE INS. Total:	32.00
Participation .	Englishment.	CONTRACTOR AND	ACT THE STATE SALES	7.355
INV0013186	09/08/2022	REIMBURSEMENT – BROKEN WINDOW	01-0400-0000-56200	269.55
			Vendor NEVILA MCDOUGAL Total:	269.55
s sideres			abbase combactors	
423054934	08/25/2022	GOLF MAINTENANCE GAS JULY22	20-2100-0000-56550	59.56
4241723618	08/25/2022	ICE GAS JULY22	27-2700-0000-56550	651.16
4241990126	08/25/2022	ADMIN GAS JULY22	25-2500-0000-56550	270.87
4242085232	08/25/2022	TENNIS GAS JULY22	01-0100-0000-56550	63.39
4243067703	08/18/2022	GOLF GAS JULY22	23-2300-0000-56550	389.55
4243333754	08/25/2022	GOLF GAS JULY22	20-2000-0000-56550	133.05
		SERVICE CENTER GAS AUG22	01-0300-0000-56550	93.98
- COM 2010 100 100 100 100 100 100 100 100 10				42.26
			- White Elizabeth and Artic	36.51
	27,37,57	Attendance and 16 and	Vendor NORTH SHORE GAS Total:	1,740.33
				9717,2713
47	08/25/2022	CAMP VISIT OMI CONCERT	10-1100-7668-54304	275.00
47	08/25/2022	CAMP VISIT OMI CONCERT	10-1100-7668-54304	475.00
		(1/20)	Vendor OUR MUSIC LLC Total:	750.00
INV0013153	08/18/2022	ADMIN FEES SEP22	01-0100-0000-54051	351.50
	and the same	Ve	ndor PACT ADMINISTRATIVE Total:	351.50
INV0013150	08/18/2022	REIMBURSEMENT 08.15.22	01-0100-0000-54051	2,609.01
	08/25/2022	08.23.22 REIMBURSEMENT	01-0100-0000-54051	2,609.01
INV0013170				- The second second
INV0013170		08.26.22 REIMBURSEMENT		509.33
INV0013175	08/31/2022	08.26.22 REIMBURSEMENT	01-0100-0000-54051	509.33 116.51
And the second s		08.26.22 REIMBURSEMENT 09.02.22 REIMBURSEMENT 09.12.22 REIMBURSEMENT		509.33 116.51 3,270.10
	INV0013195 INV0013195 INV0013195 INV0013195 INC. 1493392  406243 406245 460244  S. 3320092022 3320102022  INV0013186  423054934 4241723618 4241990126 4242085232 4243067703 4243333754 4264067401 4264098674 4265004162	INV0013149 08/18/2022 INV0013149 08/18/2022 INV0013149 08/18/2022 INV0013195 09/08/2022  INC. 1493392 09/08/2022  406243 08/18/2022 406244 09/08/2022  S.  3320092022 08/18/2022 INV0013186 09/08/2022  INV0013186 09/08/2022  INV0013186 09/08/2022  4241723618 08/25/2022 4241990126 08/25/2022 4242085232 08/25/2022 4243067703 08/18/2022 4243067703 08/18/2022 4243067703 08/18/2022 4243067703 08/18/2022 4243067703 08/18/2022 4243067703 08/18/2022 4243067703 08/18/2022 4243067703 08/18/2022 4243067703 08/18/2022 4243067703 08/18/2022 4243067703 08/18/2022 4243067703 08/18/2022 4243067703 08/18/2022 4243067703 08/18/2022 4264067401 09/01/2022 4264098674 09/01/2022 47 08/25/2022  47 08/25/2022	INVO013149   O8/18/2022	INVOO13149

Expense Approval Report				Payment Dates: 08/11/202	2 - 09/15/202
Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amoun
Vendor: PAULS WINNETKA TV					
PAULS WINNETKA TV	10527	08/25/2022	DVR REPLACEMENT AT CLUBHOUSE	20-2000-0000-56001	1,549.00
				Vendor PAULS WINNETKA TV Total:	1,549.00
Vendor: PEBSCO					
PEBSCO	INV0013155	08/19/2022	457K Contribution	01-21235	25.00
PEBSCO	INV0013178	09/02/2022	457K Contribution	01-21235	25.00
				Vendor PEBSCO Total:	50.00
Vendor: PING					
PING	16510543	09/08/2022	Merchandise for Resale	20-10700	248.40
PING	16510543	09/08/2022	Merchandise for Resale	20-2000-0000-57325	10.66
				Vendor PING Total:	259.06
endor: PIZZO AND ASSOCIATE	S, LTD				
IZZO AND ASSOCIATES, LTD	INV0013174	08/25/2022	CROW ISLAND INVASIVE SPEC	S 01-0400-0000-54250	9,854.38
			Vendor	PIZZO AND ASSOCIATES, LTD Total:	9,854.38
endor: PRECISION MULTISPOR	RT				
RECISION MULTISPORT	WINNPD.1	08/25/2022	TRIATHLON PREP CLINIC REVENUE	10-1100-7478-45300	632.10
			Ver	dor PRECISION MULTISPORT Total:	632.10
endor: PRESTO-X					
RESTO-X	25846846	08/18/2022	Contract Services Clubhouse- Pest Control for Aug	20-2000-0000-54255	157.50
RESTO-X	26596711	09/15/2022	Contract Services Clubhouse- Pest Control-September	20-2000-0000-54255	157.50
	שונה שונה			Vendor PRESTO-X Total:	315.00
endor: PYROTECNICO FIREWO YROTECNICO FIREWORKS, INC	40°C 5 CC 54C	09/08/2022	4TH OF JULY FIREWORKS	10-1100-7842-54305	10.750.00
morecineo i mevonio, nie	C43743	03/00/2022	DISPLAY CANCELLATION FEE	10-1100-7642-54305	18,750.00
			Vendor PY	ROTECNICO FIREWORKS, INC Total:	18,750.00
endor: RAMROD DISTRIBUTOR	RS				
AMROD DISTRIBUTORS 789770-1		08/25/2022	CUSTODIAL SUPPLIES	20-2100-0000-52515	162.38
			Ven	dor RAMROD DISTRIBUTORS Total:	162.38
endor: READY REFRESH BY NES	STLE				
EADY REFRESH BY NESTLE	22G8104749190	08/25/2022	WATER JULY22	27-2700-0000-54250	86.91
EADY REFRESH BY NESTLE	INV0013163	08/25/2022	WATER	25-2400-0000-54250	110.95
			Vendo	READY REFRESH BY NESTLE Total:	197.86
endor: REINDERS, INC.	arek europea, area		to the first of the second		
EINDERS, INC.	4289358-00	09/08/2022	GOLF COURSE SPRAY PRODUCTS	20-2100-0000-52566	660,60
EINDERS, INC.	4289424-00	09/08/2022	GOLF COURSE INSECTICIDE	20-2100-0000-52564	424.84
EINDERS, INC.	1924685-00	09/08/2022	CHEMREBATE	20-2100-0000-52566	-119.11
				Vendor REINDERS, INC. Total:	966.33
endor: RMC, INC.	Physics a videra			The first of the f	
MC, INC.	1220731104	08/18/2022	A/C REPAIRS	23-2300-0000-56001	1,387.55
MC, INC.	1220801211	08/18/2022	OIL VALVE FAILURE	27-2700-0000-56100	7,852.00
MC, INC.	S12172544	09/08/2022	DEHUM OVERLOAD FAILURE	27-2700-0000-56100	1,187.00
VC, INC.	512172551	09/08/2022	FILTER SERVICE	27-2700-0000-54250	315.00
AC, INC.	S12173267	09/08/2022	MONTHLY SERVICE - SEPT	27-2700-0000-54250	815.33
				Vendor RMC, INC. Total:	11,556.88
endor: ROBBINS SCHWARTZ	Decoration.	A A root	an again philippean	MICATORIO C. VA.	25. Tug 55
OBBINS SCHWARTZ	INV0013173	08/25/2022	legal bills for June 2022	01-0200-0000-54220	18,790.00
South Control of the Control of the				endor ROBBINS SCHWARTZ Total:	18,790.00
ndor: RUDIG TROPHIES	C.111.	arwayayi	AMORE SCIENCISCO	Co 2000 et al 600 (1)	0.245.0
JDIG TROPHIES	80145	08/18/2022	AUGUST CAMP AWARDS	25-2400-0000-52310	391.39
				Vendor RUDIG TROPHIES Total:	391.39

Expense Approval Report				Payment Dates: 08/11/2022	- 09/15/2022
Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
Vendor: SAVATREE SAVATREE	11519054	08/25/2022	PAR 3 TREE RAISE - STORMWATER PROJECT	01-0400-0000-54250	545.00
			STORIVIWATER PROJECT	Vendor SAVATREE Total:	545.00
Vendor: SECURITY BNFT GROUP	OF CO				
SECURITY BNFT GROUP OF CO	INV0013156	08/19/2022	457K Retirement Plan	01-21235	700.00
SECURITY BNFT GROUP OF CO	INV0013179	09/02/2022	457K Retirement Plan	01-21235	700.00
			Vendor SE	CURITY BNFT GROUP OF CO Total:	1,400.00
Vendor: SELDIN SECURITY SERV	ICES, INC			10 Y 9 10 0 10 0 0	
SELDIN SECURITY SERVICES, INC	WPR-10	09/15/2022	LAKEFRONT SECURITY - SEPTEMBER 2022	01-0400-0000-54250	80.00
SELDIN SECURITY SERVICES, INC	WPR-10	09/15/2022	LAKEFRONT SECURITY - SEPTEMBER 2022	10-1500-0000-54250	520.00
SELDIN SECURITY SERVICES, INC	WPR-10	09/15/2022	LAKEFRONT SECURITY - SEPTEMBER 2022	10-1600-0000-54250	200.00
SELDIN SECURITY SERVICES, INC	WPR-9	09/08/2022	LAKEFRONT SECURITY – AUGUST 2022	01-0400-0000-54250	465.00
SELDIN SECURITY SERVICES, INC	WPR-9	09/08/2022	LAKEFRONT SECURITY - AUGUST 2022	10-1500-0000-54250	3,022.50
SELDIN SECURITY SERVICES, INC	WPR-9	09/08/2022	LAKEFRONT SECURITY - AUGUST 2022	10-1600-0000-54250	1,162,50
			Vendor SELD	DIN SECURITY SERVICES, INC Total:	5,450.00
Vendor: SMG SECURITY HOLDIN	VID 2015	0.10.10.	4.0000.000	ALESCERED DAME	100
SMG SECURITY HOLDINGS, LLC	128209	09/01/2022	alarm service	01-0200-0000-54250	218.38
SMG SECURITY HOLDINGS, LLC	134437	09/08/2022	monthly burglar alarm system fee	01-0200-0000-54250	211.80
			Vendor SM	G SECURITY HOLDINGS, LLC Total:	430.18
Vendor: SPECTROTEL					
SPECTROTEL	11091926	09/01/2022	PHONE SERVICE POTS LINES AUG22	10-1600-0000-56501	88.38
SPECTROTEL	11091926	09/01/2022	PHONE SERVICE POTS LINES AUG22	01-0100-0000-56501	7.72
SPECTROTEL	11091926	09/01/2022	PHONE SERVICE POTS LINES AUG22	20-2000-0000-56501	176.76
SPECTROTEL	11091926	09/01/2022	PHONE SERVICE POTS LINES AUG22	27-2700-0000-56501	265.18
SPECTROTEL	11091926	09/01/2022	PHONE SERVICE POTS LINES AUG22	25-2500-0000-56501	88.38
SPECTROTEL	11091926	09/01/2022	PHONE SERVICE POTS LINES AUG22	01-0100-0000-56501	518.04
				Vendor SPECTROTEL Total:	1,144.46
Vendor: SPORTSKIDS INC SPORTSKIDS INC	303449	09/08/2022	SUMMER ARCHERY CAMP	10-1100-7478-54303	924.00
			INVOICE	Vendor SPORTSKIDS INC Total:	924.00
Vendor: STEPHANIE B FIGLIOLI				Challet State Out Day of Achter	707.004
STEPHANIE B FIGLIOLI	INV0013187	09/08/2022	ARC BABYSITTING CLASS INVOICE (CERTIFICATIONS)	10-1100-7456-52402	240.00
STEPHANIE B FIGLIOLI	INV0013187	09/08/2022	ARC BABYSITTING CLASS	10-1100-7456-54305	720.00
Manday CUNCER POOR			Ve	endor STEPHANIE B FIGLIOU Total:	960.00
Vendor: SUNSET FOODS SUNSET FOODS	INV0013207	09/15/2022	GRAND ACCOUNT AUG22	25-2500-0000-52001	20.29
SUNSET FOODS	INV0013207	09/15/2022	SUNSET FOODS AUG22	10-1100-7810-52405	143.47
SUNSET FOODS	INV0013208	09/15/2022	SUNSET FOODS AUG22	10-1100-7810-52405	98.48
of the standard		- March 4212.	and the factor and the same	Vendor SUNSET FOODS Total:	262.24

Particol Account Advances				Augusta guar, stateta	TOTAL STOR
Expense Approval Report	entrate and an inches	endere.	Sec. 2004.6	Payment Dates: 08/11/202	
Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
Vendor: TAM TENNIS & FITNE TAM TENNIS & FITNESS COMPLEX	INVO013199	09/08/2022	LADIES INDOOR TENNIS LEAGUE DUES	25-2500-0000-54250	420.00
			Vendor TAM 1	TENNIS & FITNESS COMPLEX Total:	420.00
Vendor: THE ALLIANCE FOR EA THE ALLIANCE FOR EARLY CHILDHOOD	INV0013214	09/15/2022	2022/2023 AEC SPONSORING PARTNER	10-10699	2,000.00
			Vendor THE ALLIAN	NCE FOR EARLY CHILDHOOD Total:	2,000.00
Vendor: THE LAKOTA GROUP,	INC				
THE LAKOTA GROUP, INC	21004.01-04	08/25/2022	ELDER_CENTENNIAL DESIGN WORK	37-3700-0000-60122	1,812.50
THE LAKOTA GROUP, INC	21004.01-05	08/25/2022	ELDER_CENTENNIAL DESIGN WORK	37-3700-0000-60122	1,597.50
THE LAKOTA GROUP, INC	21004.01-06	08/25/2022	ELDER_CENTENNIAL DESIGN WORK	37-3700-0000-60122	1,995.00
THE LAKOTA GROUP, INC	21004.01-07	08/25/2022	ELDER_CENTENNIAL DESIGN WORK	37-3700-0000-60122	3,190.00
				or THE LAKOTA GROUP, INC Total:	8,595.00
Vendor: THE NORTHWEST PAS	SAGE				
THE NORTHWEST PASSAGE	INV0013168	08/25/2022	KAYAK + SUP CAMP INVOICE (WEEK 4)	10-1100-7443-54303	3,493.00
THE NORTHWEST PASSAGE	INV0013169	08/25/2022	KAYAK + SUP CAMP INVOICE (ADD WEEK 4)	10-1100-7443-54303	279.44
				THE NORTHWEST PASSAGE Total:	3,772.44
Vendor: TIM SCHMIDT	400000000	5 on 140 170			
TIM SCHMIDT	INV0013198	09/08/2022	PTR PROFESSIONAL DUES	25-2500-0000-54001	229.00
Manager in the late				Vendor TIM SCHMIDT Total:	229.00
Vendor: ULINE, INC ULINE, INC	151508221	08/25/2022	DARVING LOT STENCH	01 0400 0000 55001	****
ULINE, INC	152643734	09/08/2022	PARKING LOT STENCIL TABLES AND CHAIRS	01-0400-0000-56001 27-2700-0000-52002	111.24 1,769.25
57.77		221 201 2020		Vendor ULINE, INC Total:	1,880.49
Vendor: UMB BANK NA					19,000,000
UMB BANK NA	928050	08/25/2022	ANNUAL BOND AGENT FEE	36-3600-0000-63176	318.00
				Vendor UMB BANK NA Total:	318.00
Vendor: USABLUEBOOK					
USABLUEBOOK	071436	09/08/2022	RUBBER KIT	10-1000-0000-52002	73.71
make middle box				Vendor USABLUEBOOK Total:	73.71
Vendor: V.J. ZOLMAN V.J. ZOLMAN	267	08/25/2022	Miles Milities	20 2402 0000 5425	-0.260
V.J. ZOLIVIAIY	207	08/25/2022	WATER ANALYSIS	20-2100-0000-54250 Vendor V.J. ZOLMAN Total:	90.00
Vendor: VANGUARD ENERGY SI	FRVICES			Vendor V.S. EOEMAR (Dial.	30.00
VANGUARD ENERGY SERVICES	G400621081122	08/25/2022	NATURAL GAS SERVICES JULY22	25-2500-0000-56550	21.84
VANGUARD ENERGY SERVICES	G400621081122	08/25/2022	NATURAL GAS SERVICES JULY22	27-2700-0000-56550	1,731.05
VANGUARD ENERGY SERVICES	G400621081122	08/25/2022	NATURAL GAS SERVICES JULY22	23-2300-0000-56550	0.74
VANGUARD ENERGY SERVICES	G400621081122	08/25/2022	NATURAL GAS SERVICES JULY22	20-2100-0000-56550	7.27
VANGUARD ENERGY SERVICES	G400621081122	08/25/2022	NATURAL GAS SERVICES JULY22	20-2000-0000-56550	90.03
			Vendor VAN	GUARD ENERGY SERVICES Total:	1,850.93
Vendor: VERIZON WIRELESS					
VERIZON WIRELESS	9913654119	08/25/2022	CELL PHONE JUL22	01-0100-0000-56502 endor VERIZON WIRELESS Total:	2,093.09 2,093.09
Vendor: VILLAGE OF WINNETKA					LANG. 1.
VILLAGE OF WINNETKA	INV0013171	08/25/2022	FALL FEST LIQUOR LICENSE FEE	10-1100-7844-52405	25.00

Expense Approval Report				Payment Dates: 08/11/202	2 - 09/15/2022
Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
VILLAGE OF WINNETKA	INV0013188	08/31/2022	WATER AND ELECTRIC AUG22	10-1600-0000-56530	166.22
VILLAGE OF WINNETKA	INV0013188	08/31/2022	WATER AND ELECTRIC AUG22	20-2100-0000-56530	4,150.90
VILLAGE OF WINNETKA	INV0013188	08/31/2022	WATER AND ELECTRIC AUG22	10-1500-0000-56525	655.16
VILLAGE OF WINNETKA	INV0013188	08/31/2022	WATER AND ELECTRIC AUG22	20-2000-0000-56525	665.82
VILLAGE OF WINNETKA	INV0013188	08/31/2022	WATER AND ELECTRIC AUG22	20-2100-0000-56525	21,961.59
VILLAGE OF WINNETKA	INV0013188	08/31/2022	WATER AND ELECTRIC AUG22	23-2300-0000-56530	741.12
VILLAGE OF WINNETKA	INV0013188	08/31/2022	WATER AND ELECTRIC AUG22	20-2000-0000-56530	2,657.41
VILLAGE OF WINNETKA	INV0013188	08/31/2022	WATER AND ELECTRIC AUG22	01-0400-0000-56525	5,880.21
VILLAGE OF WINNETKA	INV0013188	08/31/2022	WATER AND ELECTRIC AUG22	01-0300-0000-56525	187.37
VILLAGE OF WINNETKA	INV0013188	08/31/2022	WATER AND ELECTRIC AUG22	27-2700-0000-56525	1,192.79
VILLAGE OF WINNETKA	INV0013188	08/31/2022	WATER AND ELECTRIC AUG22	10-1200-0000-56525	24.60
VILLAGE OF WINNETKA	INV0013188	08/31/2022	WATER AND ELECTRIC AUG22	01-0200-0000-56525	2,696.01
VILLAGE OF WINNETKA	INV0013188	08/31/2022	WATER AND ELECTRIC AUG22	01-0400-0000-56530	627.33
VILLAGE OF WINNETKA	INV0013188	08/31/2022	WATER AND ELECTRIC AUG22	01-0100-0000-56525	234.61
VILLAGE OF WINNETKA	INV0013188	08/31/2022	WATER AND ELECTRIC AUG22	27-2700-0000-56530	11,969.50
VILLAGE OF WINNETKA	INV0013188	08/31/2022	WATER AND ELECTRIC AUG22	25-2400-0000-56530	165.43
VILLAGE OF WINNETKA	INV0013188	08/31/2022	WATER AND ELECTRIC AUG22	01-0300-0000-56530	681.41
VILLAGE OF WINNETKA	INV0013188	08/31/2022	WATER AND ELECTRIC AUG22	10-1600-0000-56525	96.12
VILLAGE OF WINNETKA	INV0013188	08/31/2022	WATER AND ELECTRIC AUG22	23-2300-0000-56525	26.04
VILLAGE OF WINNETKA	INV0013188	08/31/2022	WATER AND ELECTRIC AUG22	10-1500-0000-56530	390.29
VILLAGE OF WINNETKA	INV0013188	08/31/2022	WATER AND ELECTRIC AUG22	25-2500-0000-56530	6,260.84
VILLAGE OF WINNETKA	INV0013188	08/31/2022	WATER AND ELECTRIC AUG22	25-2500-0000-56525	213.62
VILLAGE OF WINNETKA	INV0013188	08/31/2022	WATER AND ELECTRIC AUG22	25-2400-0000-56525	19.52
VILLAGE OF WINNETKA	INV0013188	08/31/2022	WATER AND ELECTRIC AUG22	20-2000-0000-56525	154.96
VICEAGE OF WINNERA	114 40013199	00/31/2022		dor VILLAGE OF WINNETKA Total:	61,843.87
	140		72.	OUT VILLAGE OF WHITE TRANSPORT	02,045.07
Vendor: VISION SERVICE PLAN VISION SERVICE PLAN (IL)	N (IL) 815837512	09/01/2022	VISION INSURANCE JULY22	01-0100-0000-54051	605.81
VISION SERVICE PERM (IE)	01303/312	DATE LALL		or VISION SERVICE PLAN (IL) Total:	605.81
Vendor: WAREHOUSE DIRECT					
WAREHOUSE DIRECT	IN445363	08/25/2022	VIPER FANG	27-2700-0000-56001	95.00
WAREHOUSE DIRECT	5304905-0	08/25/2022	CLEANING SUPPLIES	27-2700-0000-52002	560.14
WAREHOUSE DIRECT	5305920-0	09/08/2022	GARBAGE BAGS	01-0400-0000-52002	72.91
WAREHOUSE DIRECT	5306006-0	08/25/2022	Custodial Supplies & Supplies	20-2000-0000-52515	263.16
A CONTRACTOR OF THE SAME			Clubhouse		
WAREHOUSE DIRECT	5306006-0	08/25/2022	Custodial Supplies & Supplies Clubhouse	20-2000-0000-52006	30.62
WAREHOUSE DIRECT	5306154-0	09/08/2022	CLEANING SUPPLIES	10-1000-0000-52002	72.99
WAREHOUSE DIRECT	5307439-0	09/08/2022	TOWELS	01-0400-0000-52515	82.88
WAREHOUSE DIRECT	5308792-0	08/25/2022	GENERAL OFFICE SUPPLIES	01-0100-0000-52001	25.23
WAREHOUSE DIRECT	5312562-0	09/08/2022	WATER	01-0400-0000-52002	95.10
WAREHOUSE DIRECT	5318172-0	09/08/2022	CUSTODIAL SUPPLES	25-2500-0000-52515	358.08
WAREHOUSE DIRECT	C5227773-0	09/08/2022	TOWELS	01-0400-0000-52515	-44.10
WAREHOUSE DIRECT	5318172-1	09/15/2022	CUSTODIAL SUPPLIES	25-2500-0000-52515	199.18
			v	endor WAREHOUSE DIRECT Total:	1,811.19
Vendor: WILSON SPORTING G	GOODS				
WILSON SPORTING GOODS	4538748518	08/18/2022	PROGRAM RACQUETS	25-2500-0000-52002	590.27
WILSON SPORTING GOODS	4538757331	08/18/2022	REPLACEMENT GRIPS	25-2500-0000-57325	13.73
WILSON SPORTING GOODS	4538757331	08/18/2022	REPLACEMENT GRIPS	25-10700	52.20
WILSON SPORTING GOODS	4538760876	08/18/2022	STRING SUPPLIES	25-2500-0000-57650	86.88
WILSON SPORTING GOODS	4538760876	08/18/2022	STRING SUPPLIES	25-2500-0000-57325	13.72
WILSON SPORTING GOODS	4538915645	09/08/2022	RETAIL BALLS	25-10700	780.00
Control of Miles Nag Lines of	- 1000 Deg 2 (12)	SEAST DEST		WILSON SPORTING GOODS Total:	1,536.80
Vendor: WINNETKA PUBLIC S	CHOOL DISTRICT 36				
WINNETKA PUBLIC SCHOOL	INV0013213	09/15/2022	BOC MTG CUSTODIAL FEE	01-0200-0000-52090	135.00
DISTRICT 36		A MANAGE		AS CASACO GAS CONTRACTOR AND A	Sergeria Sergeria
			Vendor WINNETKA F	UBLIC SCHOOL DISTRICT 36 Total:	135.00
Vendor: WISCONSIN DEPARTI	MENT OF REVENUE				
WISCONSIN DEPARTMENT OF	INV0013159	08/19/2022	State Withholding	01-21210	150.02
REVENUE					

Expense Approval Report				Payment Dates: 08/11/202	2 - 09/15/2022
Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
WISCONSIN DEPARTMENT OF REVENUE	INV0013182	09/02/2022	State Withholding	01-21210	154.67
			Vendor WISCON	SIN DEPARTMENT OF REVENUE Total:	304.69
Vendor: YOUR ADVANTAGE TE	INNIS				
YOUR ADVANTAGE TENNIS	INV0013197	09/08/2022	STRINGING - AUGUST	25-2500-0000-57650	248.00
			Ven	dor YOUR ADVANTAGE TENNIS Total:	248.00
Vendor: ZUBRIC, INC					
ZUBRIC, INC	22-28	09/15/2022	BALL HOPPER REPAIRS	25-2500-0000-56100	65.78
	4.4.4			Vendor ZUBRIC, INC Total:	65.78
				Grand Total:	597,959.31

#### Winnetka Park District Board Summary

**Date:** September 22, 2022

**To:** Board of Commissioners

**Subject:** Equipment Replacement

**From:** Michal Slezak, Interim Golf Course Superintendent

**Through:** Costa Kutulas, Director of Parks and Maintenance

#### **Summary:**

During the 2022 budgeting process, the golf course staff identified the need to replace (1) 1992 Ford tractor, which has served the golf course for more than 30 years. Staff identified John Deere 4052R Compact Utility Tractor as the best replacement option.

As presented during the 2022 budget process, this piece of equipment was identified for replacement through the long range plan as approved in the 2022 budget (Capitals).

The current tractor is used as a multipurpose tractor for the championship course and the par-3 course. The versatility of this John Deere tractor will allow us to mow rough, aerify fairways, blow off fairways, and also will be very helpful when projects, such as storm water, arise.

Revel's Turf & Tractor Inc. submitted a quote via Sourcewell Grounds Maintenance for (1) "John Deere 4052R Compact Utility Tractor" with a gross delivered price of \$37,917.19. The budget amount for this item is \$40,000, a difference of \$2,082.81. No trade-in is being considered at this time, due to the mechanical problems. Staff feels it will better serve the agency to keep the 1992 Ford tractor as a parts unit to help maintain the other Ford 2120 tractor.

Sourcewell is a cooperative purchasing organization serving national, state, county, city and local governmental agencies. Winnetka Park District is registered with Sourcewell. Purchasing through Sourcewell allows staff to order the unit at a greater cost savings to the District without having to go through the formal bid process.

#### **Recommendation:**

Staff recommends that the Park Board approve the purchase of (1) new "2022 John Deere 4052R Compact Utility Tractor" from Revel's Turf & Tractor Inc. of Elgin, Illinois with the configuration shown on the quote as presented through the Sourcewell bid for the net price of \$37,917.19.

#### **END**



Vendor: Deere & Company

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Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

2000 John Deere Run Cary, NC 27513	David Kloss					
Signature on all LOIs and POs with a signature line	Revels Turf and Tractor, LLC 180 Corporate Drive Elgin, IL 60123					
☐ Contract name or number; or JD Quote ID	Tel: 847-683-4653					
<ul><li>Sold to street address (no PO box)</li><li>Ship to street address (no PO box)</li></ul>	Fax: 847-683-3978 Email: dkloss@revelstractor.com					
Bill to contact name and phone number						
☐ Bill to address						
$\Box_{\rm  exemption  certificate}^{\rm  Bill  to  email  address}$ (required to send the invoice and/or to obtain the tax						
Membership number if required by the contract						

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

For any questions, please contact:





## ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580 UEID: FNSWEDARMK53

### ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Revels Turf and Tractor, LLC 180 Corporate Drive Elgin, IL 60123 847-683-4653 revtrac@revelstractor.com

#### **Quote Summary**

**Prepared For:** 

WINNETKA GOLF CLUB 510 GREEN BAY RD WINNETKA, IL 60093 Business: 847-716-3576 HMICHNA@WINPARK.ORG Delivering Dealer: Revels Turf and Tractor, LLC

David Kloss 180 Corporate Drive Elgin, IL 60123 Phone: 847-683-4653 dkloss@revelstractor.com

**Quote ID:** 27341826

Created On: 29 August 2022
Last Modified On: 30 August 2022
Expiration Date: 16 September 2022

Equipment Summary Suggested List Selling Price Qty Extended

JOHN DEERE 4052R Compact \$46,240.46 \$37,917.19 X 1 = \$37,917.19

Utility Tractor (40 PTO hp)

**Contract:** Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)

Price Effective Date: August 28, 2022

Equipment Total \$ 37,917.19

* Includes Fees and Non-contract items	Quote Summary	
	Equipment Total	\$ 37,917.19
	Trade In	
	SubTotal	\$ 37,917.19
	Est. Service Agreement Tax	\$ 0.00
	Total	\$ 37,917.19
	Down Payment	(0.00)
	Rental Applied	(0.00)
	Balance Due	\$ 37,917.19





## **Selling Equipment**

Quote Id: 27341826 Customer Name: WINNETKA GOLF CLUB

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580 UEID: FNSWEDARMK53 ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Revels Turf and Tractor, LLC 180 Corporate Drive Elgin, IL 60123 847-683-4653

revtrac@revelstractor.com

#### **JOHN DEERE 4052R Compact Utility Tractor (40 PTO hp)**

Hours: Suggested List \*

**Stock Number:** \$ 46,240.46

Contract: Sourcewell Grounds Maintenance 031121-DAC Selling Price \*

(PG NB CG 70) \$ 37,917.19

Price Effective Date: August 28, 2022

\* Price per item - includes Fees and Non-contract items

		^ Pri	ce per item	- includes F	ees and No	n-contract i	tems
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0369LV	4052R Compact Utility Tractor (40 PTO hp)	1	<b>+</b> :=,:::::	18.00	\$ 7,667.46	\$ 34,929.54	\$ 34,929.54
		Star	ndard Options	s - Per Unit			
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1520	eHydro™	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1795	Less Loader	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
2005	Open Station with Deluxe Seat	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
2650	Less Radio	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
4061	Less iMatch™ Quick Hitch Category 1	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
5090	Less Wheel Spacer	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
5253	22.50LLx16.1 (6PR, R3 Turf Special, 1 Position)	1	\$ 673.00	18.00	\$ 121.14	\$ 551.86	\$ 551.86
6253	27x12LL-15 (6PR, R3 Turf Special, 2 Position)	1	\$ 95.00	18.00	\$ 17.10	\$ 77.90	\$ 77.90
	Standard Options Total		\$ 768.00		\$ 138.24	\$ 629.76	\$ 629.76
	Dealer Att	tach	ments/Non-C	ontract/Oper	n Market		
LVU32113	Quik-Tatch Weight, 70 lb (32 kg)	2 10		18.00	\$ 22.92		\$ 1,044.10
BLV10442	Front Weight Bracket Extension Kit	1	\$ 302.30	18.00	\$ 54.41	\$ 247.89	\$ 247.89
LVB25705	Front Quik-Tatch™ Weight Kit	1	\$ 55.97	18.00	\$ 10.07	\$ 45.90	\$ 45.90
BLV10050	4th and 5th Selective Control Valve Kit (OOS Only)	1	\$ 1,243.89	18.00	\$ 223.90	\$ 1,019.99	\$ 1,019.99

42





## **Selling Equipment**

Quote Id: 27341826 Customer Name: WINNETKA GOLF CLUB

ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580

UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER: Revels Turf and Tractor, LLC 180 Corporate Drive Elgin, IL 60123 847-683-4653

revtrac@revelstractor.com

Dealer Attachments Total	\$ 2,875.46	\$ 517.58 \$ 2,357.8	8 \$ 2,357.88
Value Added Services Total	\$ 0.00	\$ 0.0	0 \$ 0.00
Total Selling Price	\$ 46,240.46	\$ 8,323.28 \$ 37,917.1	8 \$ 37,917.18

## WINNETKA PARK DISTRICT MINUTES OF THE SPECIAL BOARD MEETING OF THE COMMISSIONERS AND OFFICERS OF THE WINNETKA PARK DISTRICT, WINNETKA, IL THURSDAY, JUNE 9, 2022

President James called the special meeting to order at 6:00 p.m.

**Commissioners Present:** Mickey Archambault, Warren James, Cynthia Rapp, Colleen Root, David Seaman

**Commissioners Absent:** Christina Codo and Eric Lussen

**Staff Present:** John Peterson, Executive Director; Kyle Berg, Superintendent of Recreation; Molly Krohe, Marketing/Brand Manager; Libby Baker, Office Associate; Ania Cramer, Community Outreach/Business Development

**Staff Present Via Zoom:** Costa Kutulas

Audience Present: Rob Apatoff, Vicki Apatoff, Elisa Bartels, Beth Bishop, Kitty Bliss, Carl Buccellato, Kate Casale MacNally, Rowan MacNally, Eve MacNally, Helen Cassin, T. Charbonneau, Patrick Coonan, Susan Curry, Layla Danley, Lucas Day, Amanda Day, Arabella Day, Chuck Dowding, Sheila Duran, Rick Duran, Cece Durbin, Tim Earle, Peter Eatherton, Chris Eilers, Philip Enquist, Rebecca Ferguson, Marc Garrison, Mary Garrison, Sid Glenn, Lynn Golden, Kimberly Handler, Pat Heraty, Stephanie Heraty, Susan Hering, Mary Hickey, Lynn Jackson, Tom J., Joanna Karatzas, Laura Kastelic, Tom Kehoe, Judy Kehoe, Marianne Klein, Elizabeth Lane, Carl Lane, Brian Liechtz, Anne Madden, Kim Marsh, Essie Mitchell, Sherry Molitor, Cha McDaniel, Beth Mulhern, Lori Mulhern, Alexandra Nichols, Brenna Nichols, Robin Oldfield, Bridget Orsic, Holly Raddon, Mike Ray, John Root, Jon Shabica, Jean B. Schreiber, Rob Schriesheim, G. Seiler, Nanci Shirrell, Don Smith, Irene Smith, Susan Snyder, David Stevens, Katie Stevens, Arthur Tokarczyk, Sally Tomlinson, Rick Ufford, Joan Vatz, Linda & Allen Welch, Randy Whitchurch, Peggy Wise, Ted Wynnychenko

**Audience Present Via Zoom:** Amy Boyer, Senator Laura Fine, Stephanie Heraty, Rebecca's iPhone, Bob Dearborn, Connie Henry, Julie Peterson, Ben Isabel, Laura Hill, Amy's iPhone, Judith's iPad

#### **CHANGES TO THE AGENDA**

Commissioner Rapp requested Agenda Item 4. a – "Video Recording of Board Meetings" be moved to "New Business", and "Review of Public Documents on the Website" be added to

"New Business".

Commissioner Root stated she might want to make some remarks, as well as a make a motion under "New Business".

#### REMARKS FROM VISITORS

Ted Wynnychenko expressed disappointment with what has happened so far. He feels the information is designed to steer people away from public access.

David Stevens expressed astonishment the plan has progressed this far. He thanked the board for their long-term vision, but questioned the effect of this plan on the community.

Rob Schriesheim thanked the board for their efforts to beautify the beach but expressed opposition to the wall, stating no such wall exists anywhere.

Chuck Dowding thanked the audience for their participation and the board for their efforts to join the beaches. He shared slides of the lakefront giving an analysis of lake levels. Mr. Dowding said he would like to see development happen, but without the wall. He asked the board to look for other solutions. (see attached)

Irene Smith read a statement and requested it be included in the minutes. Her statement posed several questions to the board. (see attached)

Kate Casale MacNally thanked the board for their dedication. She expressed support of development of the beaches, but not a wall. She requested the board reconsider the design.

Rob Apatoff stated he is an advocate of joining the beaches, but does not understand the efforts to move forward considering the opposition. He noted he has never seen such an issue in the community as big as this.

Brenna Nichols expressed her opposition to the project, stating no one wants this to happen. She stated the wealth of one individual should not dictate the actions of the entire community. Ms. Nichols asked the board to terminate the land swap.

Pat Heraty expressed his view there are members of the board who are not considering the long-term consequences. He asked if the board wants their legacy to be walls on the beach.

Joanne Karatzas inquired if there has been a site line analysis from the lifeguard chairs for monitoring children in the lake.

Katie Stevens expressed strong opposition to the project, specifically the walls. She

reiterated a statement made by Commissioner James at a previous meeting that the plan would go through without the wall. Ms. Stevens commented on the opposition expressed from the Village board and the community. She concluded by saying the lakefront is not for sale, riparian rights go to the water, and the process has not been transparent.

Rebecca Ferguson reported the petition now has 1,302 signatures. She expressed her disbelief the board is still discussing the project when there is such opposition. Ms. Ferguson stated the community wants to understand the motive if there is one so assumptions are not made. She requested the board drop the land swap and submitted the petition to Park District attorney Steve Adams.

Phil Enquist referenced a 1918 quote from Montgomery Ward, "the lakefront is a common to remain forever open, clear and free of any buildings, or other obstruction whatever." He stated we have a responsibility for future generations to keep the lake open clear and free of all obstructions, noting the elevations of the wall are not justifiable.

Lori Mulhern echoed previous comments and expressed support of the plan but not the wall, adding it would set a precedent. She requested the board table the project.

Lynn Golden thanked other speakers and urged residents to continue sharing information and working together to stop the plan.

Mark Garrison thanked the board for their stewardship. He expressed confusion with the boards' support of the project and design. He questioned whether blocking views of the lakefront is good stewardship.

Lisa (last name indistinguishable) expressed her opinion that the walls are an abomination, and having steel in the lake is against nature.

Stephanie Heraty read a statement on behalf of resident Judy Rauh. (see attached)

Susan Hering stated she lives in Winnetka because of the lakefront. She said open green space should not contain large metal structures.

Mary Garrison shared history about 261 Sheridan Road property stating the Park District had an opportunity to purchase the property 20 years ago but the community said no to an advisory referendum. She stated the land swap is a good idea but the design is not, and it is obvious the community is not interested.

Amy H. (last name indistinguishable) stated it is clear to her the residents do not want the walls. She said it feels as if the interests of the community are not being accurately reflected.

Cece Durbin expressed appreciation for the board's efforts. The board should be able to figure out something the residents will like and that is in the best interest of the village. Ms. Durbin asked the board to listen to the community.

Carl Buccelatto echoed comments made previously, adding residents do not want Winnetka to be a town of walls. He asked the board to reflect on the comments made by residents.

Kimberly Handler echoed sentiments previously shared, and added she hopes the board takes this decision seriously, as it is a legacy decision.

Vicki Apatoff stated every time she attends a meeting information is shared that had not been previously presented. She thanked the board for recording the meeting. Ms. Apatoff explained some families are too busy to learn about project, and requested the board take the presentations to the people.

Alexandra Nichols stated all the comments made have been very thoughtful and caring. She is appalled the plan has changed from the previously approved plan and hopes the board will do the right thing.

Joan Vatz stated her entire family objects to the plans and hopes the board is listening to the community.

Peter Eatherton thanked the audience for their comments. He referenced the Park District mission and asked the board to follow the mission, listen to the community, and reassess plan.

Chris Eilers questioned if has anyone has considered lifesaving measures given the walls in the proposed design.

Mary Hickey expressed opposition and urged the board to find a practical solution; the park is beautiful and should stay that way with unobstructed views.

Rick Ufford shared an example of a difficult negotiation and the positive impact of the resulting decision. He stated a dollar value cannot be placed on views of the lake, and asked the board to recognize the intrinsic value of the lake.

Commissioner James thanked the audience for their comments. There was a short break from 7:40 pm - 7:45 pm.

#### **COMMUNICATIONS**

Executive Director Peterson acknowledged several emails and news articles included in the

packet, as well as items received after the packet was posted. He noted the packet on the website would be updated to include these items once the personal information was redacted.

#### **NEW BUSINESS**

#### Petition Requesting Removal of Metal Barriers from Elder + Centennial Beach Plan

Executive Director Peterson explained the petition in the packet was given to the board at the May 26, 2022 meeting.

Commissioner Seaman commended the audience for caring. He stated their input is a critical part of the process.

Commissioner Rapp noted more than 1,300 people signed the petition which is more than the number of people who completed the Caucus survey. It is a sign for the board to listen.

Commissioner Root said the board should take the time to read and acknowledge the work done by Rebecca Ferguson to educate the community about how to submit public comments to administrative agencies. She added it is the Park District's responsibility to provide this information on how and where the public should send comments relative to the WPD's outstanding applications with the Army Corp and IDNR.

Commissioner James acknowledged the petition and number of signatures. He expressed his respect for the objections but wished the petition represented the louver design more fairly.

Commissioner Rapp asked if Vicki Apatoff's email would be read for the record, as requested. Executive Director Peterson replied the concerns raised by Ms. Apatoff are being addressed and her letter will be added to the board packet along with other communications.

#### Pending IDNR/USACE Breakwater Permit Application/Public Related to the Project

Commissioner James told the audience the board is listening to all comments. He noted the board would not be taking any action at this meeting given the absence of two board members. Commissioner James informed the audience that all documents reviewed at the meeting would be added to the website.

Commissioner James explained this discussion began in 2020, prior to Commissioners Root and Rapp joining the board. Commissioner Root clarified that upon joining the board she asked to review all files related to the property exchange. She explained that despite her efforts the Park file provided for her review was incomplete. There was no way to come up to speed. There were no diagrams, plans, or evidence of design in the file.

Commissioner James began a review and explanation of prior board presentations with the intent to explain the evolution of the design. Slides dated April 8, 2021, May 12, 2021, May 18, 2021, June 2, 2021, August 26, 2021 and September 9, 2021 were reviewed and discussed.

Commissioner Rapp noted her attendance at the April 8, 2021 Zoom meeting and asked to listen to the audio recordings of the open and closed meetings of April 8, 2021.

Commissioner Seaman asked if the slides were on the website. Commissioner Root asked why the diagram from April 8, 2021 was not part of the minutes of that meeting. She added she has made several requests to add documents to the website, noting they still have not been posted. She expressed concern the Park District is not being transparent.

Commissioner Seaman read a statement expressing his view on the process (see attached). He added it is presumptuous of Commissioner James to state the board would not make any decisions at this meeting. Commissioner James clarified his remark saying he wanted the audience to know the board would not be making any decisions to move forward. Upon being asked the purpose of showing the slides, Commissioner James responded he is trying to show the history of the process.

Commissioners Seaman, Rapp and Root each stated they had not previously seen some of the presentations being shown, adding they should have been in the meeting records.

Commissioner Root questioned the status of the property exchange agreement, referring to Section 4 of the agreement. She pointed out the Park District does not have the deed to the property. Commissioner Root noted the minutes of November 2020 show work had begun on design plans. The minutes also reflect a joint effort to work on the design. Commissioner Root questioned the authority of ongoing negotiations without a valid contract.

Park District attorney Adams addressed Commissioner Root's points and shared his belief the contract is still in effect. He added the negotiations related to the breakwater design are separate from the contract.

Discussion continued with Commissioners Root, Rapp and Seaman expressing frustration with the process, perceived lack of transparency, need for confidentiality, ongoing expenditures, and no property deed. Commissioner James explained reiterated there were certain things that could not be discussed publicly.

The slide review continued, showing the evolution of the plan design and the thought processes employed. Commissioners Seaman, Rapp and Root questioned the need to discuss the process, and expressed their disinterest in continuing to review the slides.

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Commissioner James referenced the August 2021 board meeting, noting it focused on the dog beach and efforts to relocate the dog beach. The result was the formation of a dog beach advisory committee.

Commissioner Root referenced the August 26, 2021 minutes and clarified her recollection of the discussion surrounding the motions made at that meeting.

Commissioner Seaman again expressed his disinterest in continuing to review the slides.

Commissioner James continued his review of slides depicting pictures of properties with fences along the lakeshore. He noted each state interprets the Public Trust Doctrine differently as it pertains to public access. Commissioner Root noted many of the fences were installed after a permit was obtained.

Commissioner James responded to a question from Susan Curry about the mechanical benefit of louvers above the rock. Benefits include erosion control, keeping dogs and humans on public property, and fall protection.

Commissioner Root made a motion for the Winnetka Park District to withdraw its joint applications for permit currently pending with the Illinois Department of Natural Resources and the United States Army Corps of Engineers so that we can review the design that has been requested for permit, and that we can incorporate the desires and comments that have been very well vocalized by this community. Commissioner Rapp seconded the motion.

Commissioner James then made a motion to table the previous motion so all board members could have the opportunity to speak. Commissioner Archambault seconded the motion.

Park District attorney Steve Adams clarified the priority of motions, noting the motion to table the previous motion takes precedence over the initial motion.

Commissioner Root stated she made her motion because she feels there is a need to sever the joint filing of applications. She questioned the legitimacy of the agreement, and expressed interest in a bilateral agreement.

Park District attorney Adams explained he has deferred his interpretation of the contract to preserve the rights of the board.

A roll call vote was taken on Commissioner James' motion to table the motion to withdraw the joint application for permit.

**Ayes:** Archambault, James **Nays:** Rapp, Root, Seaman

#### Motion failed

In response to a question from Commissioner Seaman, Park District attorney Adams explained the Park District could unilaterally withdraw the application for permit, but there may be implications.

Commissioner Archambault acknowledged the Park District would still have the option to remove the wall from the design if the permit was approved. He suggested the board wait on a motion to withdraw the permit.

Park District attorney Adams recommended the board wait until after closed session to vote on withdrawing the permit. Commissioner James asked the board to consider waiting. Commissioner Seaman replied he does not want to wait.

Commissioner James explained both the north and south groin are on park district property. With or without the center property, the groins could be built, consistent with the lakefront plan. Commissioner James asked the board to allow him to make an alternate motion to remove the louvers. His request was denied by Commissioners Root, Rapp and Seaman. A roll call vote was taken on Commissioner Root's motion to withdraw the joint application for permit.

**Ayes:** Rapp, Root, Seaman **Nays:** Archambault, James

**Motion carried** 

Commissioner Seaman made a motion to begin Agenda Item 7, "Remarks from Visitors". Commissioner Root seconded the motion. By a voice vote, **motion carried** 

#### REMARKS FROM VISITORS

Mary Garrison stated the safety issues at Elder should be addressed.

Rob Apatoff acknowledged the difficult position of the board and stated all the work will pay off in the end.

Rick Duran referenced a private Malibu homeowner inaccurately representing a private beach, and the resulting lawsuit. He acknowledged certain states have different interpretations than Illinois of the Public Trust Doctrine and inquired why the board would try to create a private beach without public access. Mr. Duran noted the idea of selling the public's trust in closed session and understanding the process better should not be the purpose of this meeting.

Joanna Karatzas questioned the hydraulic purpose of the proposed fence, referencing a

Special Meeting Minutes June 9, 2022

previous statement from Commissioner James that the fence was to minimize the amount of stone used.

John Root questioned the justification for planting trees, noting they would also be a visual barrier.

Name indistinguishable - said the drawings show no indication of the location of the water intake. He suggested new pipes be installed.

Krysia Miller stated limited input was received for the development of the lakefront masterplan. She questioned the amount of money to be spent, and expressed her opinion there only needs to be a groin on the south to capture sand. Ms. Miller suggested more sand be brought in to create a natural beach.

Chuck Dowding questioned why a breakwater like the one at Lloyd would not be replicated at Centennial given the success at Lloyd. He asked the board to revisit the 2030 plan.

Katie Stevens expressed her feelings about the process, saying the community, and several members of the board, feel there was no transparency about the louvers. She questioned how the permit could be submitted for a plan when the public did not know there was a plan, and the design information was not made available. Ms. Stevens stated it is likely that many people would support a new plan without a fence.

Mary Garrison commented on the design of the Kenilworth beach and the amount of sand.

Michelle Kachevsky spoke on behalf of the young people who could not sign the petition, but opposed the proposed design.

Vicki Apatoff expressed her gratitude to the three board members who spoke up against the plan. She said Commissioner James should not takes this personally, stating she and others only want what is best for Winnetka.

Commissioner James expressed his passion for the project. He only wanted the board to take a time out to give Mr. Ishbia the opportunity to do the right thing.

#### **ADJOURNMENT**

Commissioner Seaman made a motion at 9:30 p.m. to adjourn the special meeting. Commissioner Root seconded the motion. A roll call vote was taken.

Ayes: Archambault, James, Rapp, Root, Seaman

Nays: None
Motion carried

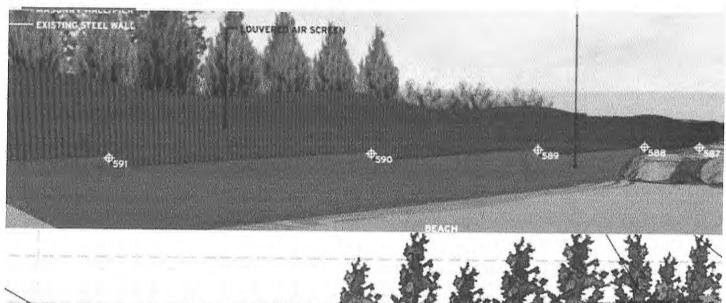
The following documents are attached and included in the minutes of this meeting:

- Petition Requesting the Removal of Metal Barriers from the Elder + Centennial Beach Plan, dated June 9, 2022
- Presentation and pictures submitted to the Board by Chuck Dowding June 9, 2022
- Comments submitted to the Board by Irene Smith June 9, 2022
- Comments submitted to the Board on behalf of Judy Rauh June 9, 2022
- Comments submitted to the Board by Commissioner David Seaman June 9, 2022
- Comments submitted to the Board by Rob Schriesheim June 9, 2022

John Peterson, Board Secretary	Date Approved



Petition details Comments Updates





# Stop the HUGE proposed metal borders blocking access & views at Elder-Centennial beach!

1,293 have signed. Let's get to 1,500!

\*1302 6-9-20

get picked up by local news!

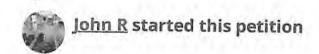
Sign this petition



M M signed 4 minutes ago



susan marshall signed 5 minutes ago



 Help stop construction of the massive proposed metal border walls blocking shoreline access & views at Elder-Centennial beach in Winnetka, IL!

To: Winnetka Park District

Illinois Dept of Natural Resources (IDNR)

US Army Corps of Engineers (USCAE)

Thank you for taking the time to read this.

We, concerned citizens, residents, and taxpayers request that the proposed metal barriers at Elder-Centennial Beach in Winnetka, IL be removed from the plan that has been submitted to the IDNR and USCAE.

The plan sent for approval has SIGNIFICANT material deviations from the resident approved 2030 Lakefront plan.

Most notably, two very tall (at some places 13' above water elevation) metal barrier / border fences were added to the design.

These walls are proposed as fencing to sit atop large rocks and BLOCK the both shoreline view and shoreline access (protected by the Illinois public trust doctrine) for patrons of the beach.

We are also concerned that a steel fenced in / walled off beach sets a dangerous

precedent that could lead to many more walled in enclaves destroying the continuous shoreline and lakefront.

These fences / walls do not blend with nature and we imagine future generations wondering what the people of the 2020's were thinking.

Water, sand, rocks, are all elements of nature. A man-made steel fence anchored to rocks, towering above the height of people and extending into the water is antinature and seems environmentally unfriendly.

We believe the permitters could be built to embrace continuous shoreline access and views, similar to the just completed renovation at Lloyd beach also in Winnetka.

There, they have no steel wall, simply rocks with stone quarry steps allowing continuous access along the shoreline.

Note: Denying access to walking along the water's edge is typically a violation of the Illinois Public Trust Doctrine.

It's also concerning that no residents we spoke with were notified of workshops to develop the modified beach plan and it seems as though the Park district is using taxpayer money to further a special interest. At this time, the residents are also unaware of the cost estimate / source of funds for the project.

We would like residents and the Park District to TOGETHER create / review all plans (and modifications) for Elder-Centennial, always being mindful of the Illinois Public Trust Doctrine and our beautiful natural shoreline.

Just a quick note: please don't donate to change . org unless you want to support them (we are not receiving any of the money) - thank you to everyone who has shared and helped,

we	are	incredibly	grateful

Some of the many thoughtful comments collected from residents:

"The louvered steel fence / wall on top of the breakwater is an unproven design that walls in the beach and obliterates the current panoramic view both north and south."

"The top of the steel wall is over 13 feet higher than sand elevation near the water which obstructs the view of the shoreline and impedes the ability to freely walk the beach. The tree plantings will be even taller, as high as 20 feet."

"Shoreline erosion protection and bluff preservation can be accomplished without the downsides of the current design"

"Please consider revising the plan, removing the steel wall that was not approved by taxpaying residents and allowing for passage between the beach similar to what the village provided at newly completed Lloyd beach."

Thank you again for your time and consideration of this important matter - please consider adding your comments to the petition!

This petition, with signatures will be sent to and further comments can be directed to:

US Army Corps of Engineer

Reference Centennial/ Elder Lane Beaches, Winnetka, IL

Must be received by June 2, 2022 Commenters must provide their name, mailing address, and email address If you have any questions, you can contact the Project Manager, Mr. Soren Hall by telephone at (312) 846-5532 Comments By Email: Soren.G.Hall@usace.army.mil To the IDNR Reference Centennial/ Elder Lane Beaches, Winnetka, IL (Co-Applicants: Winnetka Park District & Orchard 2020 Trust Must be received by June 2 Project Manager, Jim Casey (312) 793-5947 Emails: james.casey@illinois.gov Jim Casey - Project Manager Loren.Wobig@Illinois.gov

IDNR Director of water resources

Renee.snow@illinois.gov
IDNR General Counsel
Ania.Bayers@illinois.gov
Director of Water Resources
IDNR IL Coastal Management Plan
Also:
croot@winpark.org
Colleen Root, Park District Commissioner
You can request an email be read into the record at a meeting)
Additionally: In person comments are taken at the Park district board meetings each nonth and you can visit this page for the schedule to attend:
<u>ottps://www.winpark.org/park-district-info/about/board-of-commissioners/board-meetings/</u>
his petition and all signatures will be entered into the public record of the meeting ated 5/26/2022

Signatures visible in Change.org.
Thank you!



Carl Lane	US 2022-05-25	
Jennie Pastor	US 2022-05-25	
Ann Taylor	US 2022-05-25	
Elizabeth Parkinson	US 2022-05-25	
Andrew Parkinson	US 2022-05-25	
Mary Douglass Brown	US 2022-05-25	
Brenna Nichols	US 2022-05-25	
Lindsay Dewis	US 2022-05-25	
Erin Lampe	US 2022-05-25	
Rebecca Ferguson	US 2022-05-25	
Linda Weber	US 2022-05-25	
Sarah Sims	US 2022-05-25	
Cassandra Bayna	US 2022-05-25	
Patrick Ruane	US 2022-05-25	
Anne McGovern	US 2022-05-25	
Lisa White	US 2022-05-25	
Peter Hoyt	JS 2022-05-25	
Lori Nielsen	US 2022-05-25	
Lisa Cochrane	US 2022-05-25	
Anne Madden	US 2022-05-25	
Stephanie Gaffin	US 2022-05-25	
Peter Eck	US 2022-05-25	
julia Burnett	US 2022-05-25	
Catherine Nowacki	US 2022-05-25	
Amy Kay	US 2022-05-25	
Laurie Petersen	US 2022-05-25	
Corinne Evans	US 2022-05-25	
Caitlin Eck	US 2022-05-25	
James Nowacki	US 2022-05-25	
Elyse Hahner	US 2022-05-25	
Jenna Griffin	JS 2022-05-25	
Marie DeLean	JS 2022-05-25	
Elyse Hoekstra	US 2022-05-25	
Judith Kehoe	US 2022-05-25	
Linda Hoekstra	US 2022-05-25	
Jessica Howard	US 2022-05-25	
Hilary Fedorinchik	US 2022-05-25	
Phil Griffin	US 2022-05-25	
Susan Curry	US 2022-05-25	

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Susan Curry	Patrick Heraty	US 2022-05-25	
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Jay Ferguson	Susan Curry	US 2022-05-25	
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	Audra Schlegel	US 2022-05-25	

Patricia Sutton	US 2022-05-25
Lee Bechtold	US 2022-05-25
Colleen Burke	US 2022-05-25
Caroline F	US 2022-05-25
Gina Gooden	US 2022-05-25
Lucia Baldini	US 2022-05-25
Ceylan Eatherton	US 2022-05-25
Lynne Molthen	US 2022-05-25
Tom Smith	US 2022-05-25
Walter Grote	US 2022-05-25
CHRISTOPHER CHATAIN	US 2022-05-25
Randi Zacher	US 2022-05-25
Amy Vieregg	US 2022-05-25
Ed Loeb US	2022-05-25
Sheila Duran	US 2022-05-25
cindy asamA	US 2022-05-25
Neil Golden	US 2022-05-25
Mary Jo LaViolette	US 2022-05-25
Elizabeth Lane	US 2022-05-25
Glen Voycey	US 2022-05-25
thomas ficho	US 2022-05-25
Mauricio Benes	US 2022-05-25
Elsa Vieregg	US 2022-05-25
Ashley Thurman	US 2022-05-25
Jessica Czerniuk	US 2022-05-25
Alexander Ross	S 2022-05-25
Elle Griffin	5 2022-05-25
Jennifer Duboc	US 2022-05-25
Carole Smith	US 2022-05-25
Roger Coasby	UK 2022-05-25
Sylvia Walker	US 2022-05-25
Melissa Higgins	JS 2022-05-25
Robert Vieregg	US 2022-05-25
Brian Szejka	US 2022-05-25
Houssem Smaoui	s 2022-05-25
Thomas W Bittman	US 2022-05-25
Carla Vorhees	US 2022-05-25
Kathleen Clarke	US 2022-05-25
Teddy Ross	US 2022-05-25

Anne Ross US 2022-05-25

Stef Coyne US 2022-05-25

Colleen McGarry US 2022-05-25

Merridith Chessen US 2022-05-25

Sarah Gediman US 2022-05-25

Pamela Coster US 2022-05-25

Shawna Radzik US 2022-05-25

Kenneth Alt 2022-05-25

Steve Hoekstra US 2022-05-25

James Patton US 2022-05-25

essie mitchell US 2022-05-25

Elizabeth Messersmi US 2022-05-25

Jacob Andoniadis US 2022-05-25

Caroline Betsill US 2022-05-25

Cynthia Collins US 2022-05-25

Michele Giczewski US 2022-05-25

Courtney Jack US 2022-05-25

ruth Reagel US 2022-05-25

Colleen McGeady US 2022-05-25

maggie meiners US 2022-05-25

Tom Brown US 2022-05-25

deborah ross US 2022-05-25

Kelly Corley US 2022-05-25

Eileen McCarthy US 2022-05-25

Sheila Canmann US 2022-05-25

Sarah Chalcroft 2022-05-25

Lisa Fogt US 2022-05-25

Monty corley US 2022-05-25

Charles Dowding 2022-05-25

Kristin Mahr US 2022-05-25

Suzy Eilers US 2022-05-25

Kristen Hayes US 2022-05-25

Mary Happ

Gerald Ambrose US 2022-05-25

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Tracey mccarrol

US 2022-05-25

David Reid US 2022-05-25

mary Rourke US 2022-05-25

Michelle Cullen US 2022-05-25

David Canmann US 2022-05-25 john henderson

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Deborah Berghors

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Colleen Micze.

US 2022-05-25

Otto Monnig

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Beth Bishop

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Marianne Klei

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Anne Kelly

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Sandy Smith

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Cindy Brady

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**Emily Baillos** 

US 2022-05-25

Kim Downey

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Jane Whitesides

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Laurie Van Dusen

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Dian Eller

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Kate Uniowski

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Katherine Myers-Crum

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Mariangela Dahl

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Bill Uniowski

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Cassie Buccellato

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Holly Hales

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James McDonald

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Deanne Macey

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MICHELE GRYGOTI:

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Leslie McLamore

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Rachel Waimon

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Linda anderson Anderson

US 2022-05-25

Karen Skinner

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Colette Quackenbush

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Chris Dasse

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Dana Marzonia

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Ryan Dahl

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Christy Fowler

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Elizabeth Lande

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Lisa Snabes

US 2022-05-25

Alison Johnson

US 2022-05-25

Sara Wood

US 2022-05-25

Iretta Brennan

US 2022-05-25

Carolyn Yoch

US 2022-05-25

Elizabeth Vegas

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**Emily Phillips** 

US 2022-05-25

Louise Berner-holmberg

US 2022-05-25

William Murphy

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Jill Buckley

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Laura Weidaw

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Hoyt Hudson

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Mary ann Gardner

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Rose Barnard

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Stephanie Keehn

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Christina Williams

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Michael Buckley

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Melinda Alleyne

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Katherine Casale MacNally

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Neva Egan

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Anne Rush

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Cindy Ficho

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Barbara Filippini

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Dominique Birchmeier

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Robin Oldfield

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Doug Minahan Amy Henriott

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Christie Baker

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Laura Kastelic

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Miriah Plawer-Volmerding

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Jessica Cashman

Amy Miller

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Justin Miller

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Ashley Vaughn Bransfield

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James Hosfield

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Churchill Melissa

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Grith Funk "

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Lori Bedell

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Claudia Goodrich

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Jennifer Davis

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Ann Mac

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Mary Allee

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Maria Faith

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Florrie Parks

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Amy Swartchild

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John Nichols

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Lara Beanblossom .

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Gerald Corcoran

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Pat Corcoran

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Maureen Corcoran

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Sarah Martay

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Jennifer Soudan Katie Hielscher US 2022-05-26

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Lowey Sichol

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Denise Ingram

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Leah Greavu '

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Melissa Altmeyer

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Todd Helmink

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Gabrielle Root

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King Poor

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Dan Funk

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Kathy Handelman

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Kate Wiley

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Sherri Cook

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Meredith Engstrom

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Kristen Senior

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Eric Carty-Fickes

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Christine Judd

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Tracy S.

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Eileen Murphy

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TRACEY KEENAN

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Diane Nissen

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Kelsey Koldeway

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Elaine Tinberg

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Matthew Baker

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Ericka Ellinger

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Richard Tinberg

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Eleanor Prince

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F R Rick Duran

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David Zacher

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William Bishop

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Kelly Olsen

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Kathleen Alexander

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Madeline Nissen

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Amanda Hanley

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Stuart Cohn

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Mark Kowalczyk

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Becky Sandersoi

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Nina Monnig

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Tria Thomas Mark Stefanik

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Hope Poor

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Arthur Tokarczyk

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peter moran

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debbie Jones

'IS 2022-05-26

Julie Cook

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Ziba Jawanda

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Fleury Linn

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Amy Maciejewski

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Beth Bruns

JS 2022-05-26

Joan Kuzel

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Elizabeth Forbes

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Kathy Hamburger

US 2022-05-26

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Katie Mangan

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Robert Taylor

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Laura Glenn

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Peter Eatherton

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Vicki J Woodward

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Nicole Rivera

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Yasmine Horton

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Sofia Galanis

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Maureen Gribble

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Mara Miskin :

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Narissa HOPRASART

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Kendra Wallace

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Charla Provencio

January US 2022-05-26

Justyna Marecik

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Suzanne Austin

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Harry Grace

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Alvarado Kate

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Jane Dowding

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Janel Ellison

US 2022-05-26

Crystle Neumann

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Joan Holden

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Jamie Alfano

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Julie Anderson Steve Huels JS 2022-05-26

US 2022-05-26

Julianne Slade

US 2022-05-26

Barb Polgar

US 2022-05-26

Ann Grote

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Nancy Behles

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Barbara Redmond

US 2022-05-26

Mary ellen Morgan

US 2022-05-26

Renee Mulder

US 2022-05-26

Donna Konstant

US 2022-05-26

Darla Hovden

'JS 2022-05-26

Lauren Lewis

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Peggy Swartchild

US 2022-05-26

Jeffrey Kleinops

US 2022-05-26

Kit Condon

US 2022-05-26

Martha Pickrell

2022-05-26

Kelley MacKinnon

US 2022-05-26

Michael McGoohan

S 2022-05-26

Brian Montgomery

US 2022-05-26

Gayle Crane

2022-05-26

Julie Silva

S 2022-05-26

Jane Carroll

JS 2022-05-26

Katherine Sadlowski

US 2022-05-26

Lisa Lux

2022-05-26

John True

3 2022-05-26

Rachel Schulenburg

US 2022-05-26

Anasofia Barba

US 2022-05-26

Steve Maciejewski

US 2022-05-26

Tara Maher

US 2022-05-26

Nancy Schelhas

JS 2022-05-26

Dana Roeser

2022-05-26

Chris Ball

2022-05-26

Kate Holman

US 2022-05-26

Jessica Bollhoefer

2022-05-26

David Roeser

2022-05-26

Cheryl Axelrod

2022-05-26

Claudia del Busto

S 2022-05-26

Nora Jewett

3 2022-05-26

Julie Hosfield

2022-05-26

Kendal Reis Amanda Day 2022-05-26

When the same of

US 2022-05-26

Sarah Donaldson

S 2022-05-26

Elena Moore

122-05-26

Stephanie Whitney

US 2022-05-26

Rchard Messersmith

US 2022-05-26

Crystal martin

S 2022-05-26

Ruth Jennings

2022-05-26

Lilly Avril

2022-05-26

Scott Rosen

2022-05-26

Amy D

05-26

Kim Johnson

022-05-26

Nikki Brainerd

2022-05-26

Robert Daniels

2022-05-26

Sarah Ko

2022-05-26

Marie Kipp

2022-05-26

robert turf

22-05-26

v."		
Joe Behles	2022-05-26	
Betsy Womack	2022-05-26	
Hallie Palomares	US 2022-05-26	
Abby OBrien	2-05-26	
Phillip Pusateri	3 2022-05-26	
Courtney Finlayson	US 2022-05-26	
Marion Jelcz	£ 2022-05-26	
Gatry Grygotis	S 2022-05-26	
Meredith Hwang	US 2022-05-26	
Aileen McAnally	_S 2022-05-26	
Todd Kipp		US 2022-05-26
Grace Flatt	US 2022-05-26	2022-03-20
Craig Finlayson	022-05-26	
Cynthia Cata	2022-05-26	
George Harmon	IS 2022-05-26	
Brian Chaplin	2022-05-26	
Amy Boehm	5 2022-05-26	
Margaret Herrmann	US 2022-05-26	
Madison Smith	US 2022-05-26	
Alexandra Tippit	2022-05-26	
Mark Josephson	US 2022-05-26	
Suruchi Bhosale	US 2022-05-26	
Sylvan Maher	US 2022-05-26	
Elizabeth Pusateri	US 2022-05-26	
Diane King	''S 2022-05-26	
Anja Hummel	JS 2022-05-26	
Allison Burke	2022-05-26	
Melissa Iserloth	2022-05-26	
Alex Coasby	2022-05-26	
Jennifer Healy	2022-05-26	
Kathleen L. McGarry	US 2022-05-26	
Holly Miller	S 2022-05-26	
Mary Conte	2022-05-26	
David Anderson	2022-05-26	
Tim King	'S 2022-05-26	
john doe	022-05-26	
Sarah Balan	3 2022-05-26	

2022-05-26

3 2022-05-26

Sarah Helmink

Molly Donovan

Lisa Sprovieri 2022-05-26 Linda Welch 2022-05-26 Eric Bunselmeyer S 2022-05-26 Deborah Alani ∠∪22-05-26 Aimee McMahon 2022-05-26 Hilary Achauer US 2022-05-26 Claire Avril 2022-05-26 sue gregor 3 2022-05-26 Maureen Fogerty US 2022-05-26 Nicole Leahy 22-05-26 Scott Lewis 2022-05-26 Brian Kelley 2022-05-26 Kristi Lohmeier S 2022-05-26 Joanna Karatzas 2022-05-26 Sandra DiVarco US 2022-05-26 Katie Gillig 2022-05-26 Lauren Grote 2022-05-26 Michael Petersen IS 2022-05-26 Kathryn Infantino 3 2022-05-26 Susan Coreleone 2022-05-26 Emily Taylor Walker US 2022-05-26 France Miller 2022-05-26 Tom Weidaw IS 2022-05-26 Sarah Malia JS 2022-05-26 Monique Duran US 2022-05-26 Kimberly A Dsida S 2022-05-26 Maureen Nelson US 2022-05-26 J Stoltenberg 2022-05-26 Destry Makaila 2022-05-26 Emma Forquer US 2022-05-26 Valerie Stubberfield US 2022-05-26 Marilyn Faloon 2022-05-26 Janet Lubetkin US 2022-05-26 Bruce Sturgeon 2022-05-26 David Kherson 2022-05-26 Andrea White US 2022-05-26

US

2022-05-26

2022-05-26

Carol Ellman

Scott Adkins

Katie Stevens

JS 2022-05-26

Qing Ru

US 2022-05-26

Wendy Dury

US 2022-05-26

Mary-Audrey Atteberry

093 US 2022-05-26

**Bob Sutter** 

S 2022-05-26

Mary Hickey

US 2022-05-26

Ken Mitchell

US 2022-05-26

kathy brander

5 US 2022-05-26

James Welch

US 2022-05-26

Jennifer Walsh

15 US 2022-05-26

Deborah Dwyer

'S 2022-05-26

Thomas Goettsche

US 2022-05-26

Kathleen Kumer

2022-05-26 US

Brian McGarry

2022-05-26

Elizabeth Kern

US 2022-05-26

Kim Melancon

2022-05-26 US

Simon Jackson

IS 2022-05-26

Elisa Kirk Bartels

US 2022-05-26

Theodore Wynnychenko

\_\_ US 2022-05-26

Lisa Flanagan

IS 2022-05-26

Eric Orsic

2022-05-26

US

Nancy Crowe

2022-05-27

Heidi Mitidiero

2022-05-27

Ronald Harrison

2022-05-27 US 2022-05-27

Lesley Hershman

US 2022-05-27

Sheila Miller Douglas Dietz

Karen Cyrus

2022-05-27

'S 2022-05-27

2022-05-27

Bobby Jernegan

2022-05-27

Lori James Becka Becka

S 2022-05-27

Christian Raynal

2022-05-27

Adam Alani

2022-05-27

Laura Hill

2022-05-27

Leslie Maguire

3 2022-05-27

Cristina Chung

JS 2022-05-27

Scott Bross

2022-05-27

Kari Roane

2022-05-27

Jennifer Lewis

2022-05-27

*		
Gentry Sandra	2022-05-27	
Ned Mcelvain	3 2022-05-27	
Jeff Axelrod	US 2022-05-27	
Valerie Yudell	022-05-27	
Magda Marzec	S 2022-05-27	
Sidney Raynal	US 2022-05-27	
erica chesney	JS 2022-05-27	
Kara Todd	o 2022-05-27	
danish haque	2022-05-27	
Mary Himes	/S 2022-05-27	
Lisa Peterson	2022-05-27	
Joy Goldstein	US 2022-05-27	
Jeffrey Golds	2022-05-27	
Erin Kelly	3 2022-05-27	
Courtney Mathy	US 2022-05-27	
Kathryn Popoff	2022-05-27	
JERRY ORTEGA	US 2022-05-27	
M Ptak Evanston	£-05-27	
Madelyn Thompson	2022-05-27	
christie osmond	2022-05-27	
Tammy Holme	US 2022-05-27	
Jay Stanek	IS 2022-05-27	
Tim Dable	2022-05-27	
Jennifer Lerum	US 2022-05-27	
emily marsh	2022-05-27	
Sheila Nielsen	JS 2022-05-27	
Laury Morrison	US 2022-05-27	
Mark Osmond	2022-05-27	
Josh Standiford	7 US 2022-05-27	
Jean Brown	US 2022-05-27	
linda sanchez	JS 2022-05-27	
Richard Krieg	S 2022-05-27	
Jennifer Washburn	US 2022-05-27	
Joshua Locher	US 2022-05-27	
Robert Forbes	US 2022-05-27	
Lucy Lehman	5 2022-05-27	
Laura Helms 1	U. 2022-05-27	
Denise Kirshenbaum	US 2022-05-27	

US 2022-05-27

Steven Potts

Susan Barry IS 2022-05-27

Connie Gillock 2022-05-27

Woody Denham US 2022-05-27

Deanna Beaugrand US 2022-05-27

Georgie Geraghty US 2022-05-27

Mary Sward : 2022-05-27

Natasha Miller 2022-05-27

Diane Thodos 2022-05-27

Ann Buran 2022-05-27

Richard Gentile 2-05-27

Chris Guza JS 2022-05-27

mary Jane murphy ; 2022-05-27

Darien Creamer ; 2022-05-27

Elizabeth Swanson 2022-05-27

Diane Moe 2022-05-27

Catherine Embree US 2022-05-27

Steven Papageorge US 2022-05-27

Karen Miller : 2022-05-27

Maerry Lee US 2022-05-27

Charles McDonald 2022-05-27

Melissa Moline Miller 3 US 2022-05-27

Lynn Jackson \_\_ 2022-05-27

Keren Green US 2022-05-27

Leora Long :022-05-27

Jeff Miller JS 2022-05-27

Greg Sultan 'JS 2022-05-27

Thomas Jirgal IS 2022-05-27

Claudia Cesca US 2022-05-27

Colleen Simpson US 2022-05-27

Ellen Mardock 0 US 2022-05-27

Mike McGill 2022-05-27

Mark Mitchell US 2022-05-27

Gwynne Hales 2022-05-27

Matt Menzies 2022-05-27

Renee Siegel i-27

Stephanie Schepp 3 2022-05-27

Cordelia Maloney 2022-05-27

Denise Schofield 2022-05-27

Anna Fedyshyn 5 2022-05-27

Patricia Mitchell ; 2022-05-27

Pam Wirt '22-05-27

Jenn Matuska S 2022-05-27

Pamalar Threlkeld 2022-05-27

Thomas Mcguigan JS 2022-05-28

Tayler Mcelvain 2022-05-28

George Gigiolio 22-05-28

Debbie Shonfeld US 2022-05-28

Margaret Searle 2022-05-28

Sam Shonfeld 2022-05-28

Mercedes Sichel 22-05-28

Jamie Robles 1022-05-28

Christy Ross 2-05-28

Elizabeth Bauer 2022-05-28

David Lukens 2022-05-28

Deborah Graham 2022-05-28

Ra Szumal 05-28

Orva M Gullett ;-28

Rajesh Kumar 2-05-28

Ken Shonfeld 2022-05-28

Susan Doyle 2-05-28

Nykia Threlkeld 3 2022-05-28

Jean Kotin US 2022-05-28

Mary Foster ST US 2022-05-28

Sheery Weizman 5 2022-05-28

Valerie George ; 2022-05-28

Lynne Frank US 2022-05-28

Katy Pankau 2022-05-28

Joanna McGowan 36 US 2022-05-28

susan chait 2022-05-28

Jolie Schwartz US 2022-05-28

Eliza Earle US 2022-05-28

Lisa Gallas '22-05-28

Julia Montelione 7 2022-05-28

Julie Irving 22-05-28

John Amman 122-05-28

James Schultze US 2022-05-28

Cristina Persico	022-05-28
Jennifer Gervasio	2022-05-28
Ce Baldwin	5-28
Mary claire Connell	US 2022-05-28
Sherry Molitor	2-05-28
Christine Fussell	2022-05-28
Mary Richardson	IS 2022-05-28
Eileen Madigan	2022-05-28
william darnton	; 2022-05-28
Ginger Boden	JS 2022-05-28
J A Ginsburg	22-05-28
Sandra Freda	IS 2022-05-28
Sarah Matteson	2022-05-28
Lindsey Simon	JS 2022-05-28
Kellie Finney	2022-05-28
Akshay Wadekar	2022-05-28
Greg Fedorinchík	2022-05-28
Silvia Kusaka	2022-05-28
Bruna Enos	US 2022-05-28
Kirsten Thiam	2022-05-28
Ali Fruland	2022-05-28
Christine Mau	S 2022-05-28
Paulibus Schumann	US 2022-05-28
Julie Rocap	US 2022-05-28
Laurie Maalul	2022-05-28
PATRICIA SCHUMANN	US 2022-05-28
Maria Panagopoulos	US 2022-05-29
Liz Fromstein	US 2022-05-29
Darlene Boehnel	US 2022-05-29
Andrea Strening	2022-05-29
Suzanne Van Alstyne	US 2022-05-29
J Mann	2022-05-29
Josephine Doyle	US 2022-05-29
Ingrid Gray	US 2022-05-29
Cortney Raynor	2022-05-29
Kelly Trimble	2022-05-29
Julianne Desautels Gallagher	US 2022-05-29

US 2022-05-29

US 2022-05-29

Michelle Sheedy

Sara Nash

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Ana Misetic 2022-05-29 Timi Williams US 2022-05-29 Ellen McLaughlin US 2022-05-29 Michael McLaughlin US 2022-05-29 Michael Farrell 22-05-29 Jane McCoy 2022-05-29

Justin Edge 2022-05-29 jennifer mitchell US 2022-05-29 Elie Matumona 2022-05-29 Pooja Louis 2022-05-29 Agnieszka Kowalczyk US 2022-05-29 IS 2022-05-29 Paula Kowalczyk

Ann Mostofi 2022-05-29 Gerry Paez IS 2022-05-29

Eldar Uzicanin IS 2022-05-29 Penelope Rieck US 2022-05-29

Amy McCarter US 2022-05-29 Jennifer Hernandez US 2022-05-29 Jennifer Grow 2022-05-29

Mary Driscoll 2022-05-29

edward rosinus

3 2022-05-29 Elizabeth Fahrenbach US 2022-05-29

Susan Hering IS 2022-05-29 Amy Hilarides 2022-05-29 Blake harper 2022-05-29 Sara McClain 2022-05-29

Tory Tarsitano US 2022-05-29 Michelle Tarsitano 2022-05-29

Steve Hansen 2022-05-29

Sylvia Creatura 2022-05-29

Daphne Denham 2022-05-29 Leanne Ylitalo 2022-05-29 Emilia Kowalczyk

; 2022-05-29 Barbara Williams 2022-05-29 Emma Robitaille 2022-05-29

Mary Robbins \_\_-05-29 Tadd Chessen 2022-05-29

Pat Stone 022-05-29

Mimi Dray 2022-05-29 Andy Knott 2022-05-29 Mirela Peci 2022-05-29 Suzy Scherb 'S 2022-05-29 Lora Peknik-Graham US 2022-05-29 Rory Tippit 2022-05-29 Natacha DePaola-Ostrogorsky US 2022-05-29 julie pagliaro 2022-05-29 Laura Probst 22-05-29 Mark Bransfield 022-05-29 Joy Handelman 2022-05-29 John Robitaille 2022-05-29 Susan Ziegler 3 2022-05-29 Cheryl Henley 2022-05-29 Courtney Nelson US 2022-05-29 Lisa Neild 022-05-29 Stephanie Zugschwert US 2022-05-29 Elijah Wilde 2022-05-29 Diana Wilde 2022-05-29 Daniel Goes 2022-05-29 Heather Forster 2022-05-29 Mary Spalding 3 2022-05-29 Marilyn Falkenberg 2022-05-29 Julia Goodwin S 2022-05-29 Jeane Cox-Meusef 022-05-29 Lisa Ahern 2022-05-29 Claire Henry )22-05-29 Mike Fruland 2022-05-29 Meg Wozniak 022-05-29 marilyn prodromos 2022-05-29 Betsy Hammond 3 2022-05-29 Theodore Tran 022-05-29 Heidi Wozniak ∠022-05-29 Tiffany Le 05-29 Judith Traynor LUZZ-05-29

022-05-29

2022-05-29

2022-05-29

Michael Hammond

Teresa Hutchins

Harry Pascal

Katie Minahan US 2022-05-29

Melissa Siavelis 022-05-29

Tim Perry 2022-05-29

MaryKay Burke US 2022-05-29

Juliet Roberts 22-05-29

Michael Watkins 2022-05-29

**Emily Cittadine** 2022-05-29

Jacqueline Ieuter 2022-05-29

Marc Garrison 2022-05-29

Helen Cassin 2022-05-29

Taylor Scobie Humphrey 5 2022-05-29

Brian Williams ; 2022-05-29

Lawrence O brien 2022-05-29

Melinda Hurley \_022-05-29

Courtney Doyle 2022-05-29

Albert Goodman US 2022-05-29

Rebecca Murray 2022-05-29

Mary Ann Breitfelder US 2022-05-29

Shane Franken 2022-05-29

Ed Mirkovic 2022-05-29

Home Beverly Gaabo 2022-05-29

Meredith McCormick US 2022-05-29

Aimee Garrison 2022-05-29

Joan Fergus US 2022-05-29

Marilyn Frank 2022-05-30 S

Lisa Matyas US 2022-05-30

Andrea Carolus 15 US 2022-05-30

Stephanie Meyer US 2022-05-30

**Emily Ciaglo** US 2022-05-30

Margaret Kotz 2022-05-30

**Dmitry Karpeyev** US 2022-05-30

Carli Gernot US 2022-05-30

Margaret Cassin US 2022-05-30

Laura Elsaden 2022-05-30

George Gardner 2022-05-30

US 2022-05-30

Sophia Schaer

Nancy Yurek US 2022-05-30

Lia Marais US 2022-05-30 Kirsten Lee 2022-05-30

Madeline Miller 1 US 2022-05-30

Bill Yurek 2022-05-30

Connor Shannon US 2022-05-30

Larayne Dumlao US 2022-05-30

Rita Compton US 2022-05-30

Nadia Sattar JS 2022-05-30

Kate Sabo US 2022-05-30

Karen Schneider S 2022-05-30

Marjorie Steadman US 2022-05-30

Jill Beckstedt US 2022-05-30

Kerry Karpiel S 2022-05-30

Corrie Halas US 2022-05-30

Timothy Johnson US 2022-05-30

Carol Ritchell 5 2022-05-30

Patrick Smith ' IS 2022-05-30

Katy Furton US 2022-05-30

Julie Smit 5 US 2022-05-30

Vicki Horwich US 2022-05-30

Andrew Letz IS 2022-05-30

Martha Gillum US 2022-05-30

Vicki Apatoff US 2022-05-30

Colleen Washburn S 2022-05-30

Edith Rosner 2022-05-30

Kay Ettington US 2022-05-30

Antonio Mota 5 2022-05-30

Pam Shirley US 2022-05-30

Bonnie Vasilion US 2022-05-30

Daniel Ward JS 2022-05-30

John Beckstedt US 2022-05-30

Cynthia Damico 2022-05-30

Elizabeth Flores 2022-05-30

Michael Nemeth 2022-05-30

John Green 2022-05-30

Robert Shirley 2022-05-30

George Walper JS 2022-05-30

Erin Vollmer \_\_ 2022-05-30

William Holland 2022-05-30

Dave Chung 2022-05-30

Stephanie Altman	5 2022-05-30
Michael Amez	5 2022-05-30
Elizabeth Pyott	US 2022-05-30
Jennifer Morse	IS 2022-05-30
Tracy Winslow	US 2022-05-30
Amy Ziegler	2022-05-30
Leigh Sears	JS 2022-05-30
Vanessa Podgorskí	S 2022-05-30
Susan Keats	2022-05-30
Marius Andreasen	US 2022-05-30
Debbie Yapp	US 2022-05-30
Jeanne Daniel	'S 2022-05-30
Kate Kligora	2022-05-30
Vincent D Amico	2022-05-30
Catie Jacobsen	S 2022-05-30
Mary Downie	; 2022-05-30
Georgeann Shenton	US 2022-05-30
Isaac Fogt	JS 2022-05-30
Dancy Bateman	IS 2022-05-30
Katie Flanigan	JS 2022-05-30
Craig Avril	5 2022-05-30
Irene and John Rielly	US 2022-05-30
Heidi Capozzi	2022-05-30
Meg Metzler	US 2022-05-30
David Mulligan	US 2022-05-30
Carl Damico	JS 2022-05-30
Anne Ryan	2022-05-30
Cim Arnowitt Mulligan	- US 2022-05-30
Grace Damico	2022-05-30
Dalton Plank	_022-05-30
Sarah Tegel	2022-05-30
Kathy Ambrosino	JS 2022-05-30
MARNIE LINDBLAD	S 2022-05-30
Rick Bechtel	US 2022-05-30
Megan Amman	3 US 2022-05-30
aura DeMoor	US 2022-05-30
Michael Sawyer	2022-05-30
Chris Barbin	l US 2022-05-30

Andrew Finke US 2022-05-30 Jon Newman US 2022-05-30 Claire Newman US 2022-05-30

Lori Beck US 2022-05-30

Susan Galvin US 2022-05-30

Kristine Schriesheim US 2022-05-30

paul getzendanner US 2022-05-30

Cathy Murdoch IS 2022-05-30

Ben Shonfeld US 2022-05-30

Suzanne Lyman US 2022-05-30

Jennifer Ellis IS 2022-05-31

Karen Kiersey 5 2022-05-31

Bonalynn Wallach US 2022-05-31

Alexandra Besen US 2022-05-31

Alexandra Nichols US 2022-05-31

Stephanie Chang US 2022-05-31

Jessica Brosche 2022-05-31

Melisa Reyes 022-05-31

Charles Wise 2022-05-31

Ellen Schermerhorn US 2022-05-31

David Dana 2022-05-31

Karen Miller 2022-05-31

A Williams 122-05-31

Theresa Croghan US 2022-05-31

Erica Cordier 2022-05-31

Kat Lopez IS 2022-05-31

Catherine Gray US 2022-05-31

Eric Walker JS 2022-05-31

Roy Berlin 2022-05-31

Patrick Hanley IS 2022-05-31

connie Yonan JS 2022-05-31

Jennifer Bunge 2022-05-31

Scott Johnson US 2022-05-31

Steven Jambor US 2022-05-31

Connor Mitchell

US 2022-05-31

Matt Furton 2022-05-31

carol rasmus 2022-05-31

Larry Byrne ∠J22-05-31

Mike Jakob 2022-05-31 DANIEL EGELAND

US 2022-05-31

Leslie Farmer

2-05-31

Amy Wilder Cunningham

US 2022-05-31

Jan Bawden

5-31

Katie Elizabeth

3 2022-05-31

Bianca Giraldo

2022-05-31

Paul Ringel

M

D. New York

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Jordan Shonfeld

122-05-31

Karen Essig

2022-05-31

Christine Murdoch

2022-05-31

Carol Kemp

2022-05-31

Sharon Parks

2022-05-31

Xerxes Bhote

5 2022-05-31

Sam Ringel

US 2022-05-31

Samantha Fonda

US 2022-05-31

Anders Hellström

2022-05-31

Martha Hoza

'S 2022-05-31

Michael Fonda

2022-05-31

Marianne Wright

JS 2022-05-31

Steve Juliusson

US 2022-05-31

Amy Bhote

022-05-31

Margaret Joyce

IS 2022-05-31

Beth Dustman

2022-05-31

Anne Juliusson

'S 2022-05-31

Jeanie Moysey

US 2022-05-31

Sandra Berger

US 2022-05-31

Anne Milling

2022-05-31

Lisa Amoroso

US 2022-05-31

Rebecca White

US 2022-05-31

taylor wells

2022-05-31

Carolyn Turner

US 2022-05-31

Mary Henry

S 2022-05-31

Guy Sanon

2022-05-31

david taggart

JS 2022-05-31

William Merline

US 2022-05-31

Dan Lucchesi

US 2022-05-31

Quenna Moore

US 2022-05-31

Rick Mullin 2022-05-31

J Harris 05-31

John Wilson US 2022-05-31

Abby Burtelow 2022-05-31

Jim Head 22-05-31

Scott Pham 2022-05-31

Robert Berger US 2022-05-31

Sarah Walling LLUJU US 2022-05-31

Etzar Cisneros JS 2022-05-31

Don Doyle .. 31

Sharon Langley US 2022-05-31

Alma Parker 2022-05-31

Rachel Mercedes Verdugo 2627 US 2022-05-31

Christine Quinn 2022-05-31

Mark Hemenway S 2022-05-31

pamela hamilton JS 2022-05-31

Dana Pearl 2022-05-31

Amy Polachek US 2022-05-31

Karin Fink US 2022-05-31

Suzanne Kipp US 2022-05-31

Cindy Kilborn 5 2022-05-31

Heather Aldaco 022-05-31

Ayah Bajwa US 2022-05-31

Dan De Yo IS 2022-05-31

Abby Adams 2022-05-31

Sue Ellen Lupien US 2022-05-31

Ann Balusek 5 2022-05-31

Anne O'Brien Prager US 2022-05-31

Ann Walper US 2022-05-31

Angela Clark 2022-05-31

Rick Nelson 2022-06-01

Evelyn Vlahandreas 3 2022-06-01

Stacy Goodman US 2022-06-01

2022-06-01

Charles Happ US 2022-06-01

janice figman US 2022-06-01

Erin Hines

MICHAEL VLAHANDREAS US 2022-06-01

Luvie Myers US 2022-06-01

Brandie Siavelis 2022-06-01

Angela Newman	26-01	
Jill Fischer	-06-01	
Mike McGuiggan	06-01	
Robert Schriesheim	====================================	
Michelle Ellensohn	2022-06-01	
Melinda Hahn	122-06-01	
Judy Kushner	06-01	
Harriet Ross	06-01	
Susan Nelson	22-06-01	
Beth Skalla	C 22-01	
Sandra Costa	2-06-01	
Jennifer Day	v6-01	
Elisabeth Geraghty	2022-06-01	
Jaime Turgeon	US 2022-06-01	
Antoinette Risdon	S 2022-06-01	
Ingrid Anderson Grace	2022-06-01	
Amy Capocchi	3 2022-06-01	
Walter Schmitt II	US 2022-06-01	
Roberta Stern	_2-06-01	
Lana Schmitt	JS 2022-06-01	
Dale Beasley	01	
Richard Reece	IS 2022-06-01	
Julie Cassin	?-06-01	
betty winholtz	5 2022-06-01	
Liz Winemiller	2022-06-01	
Brad Smith	)22-06-01	
Jane Davidson	US 2022-06-01	
Mary Mumbrue	JS 2022-06-01	
Janice Kavanaugh	2022-06-01	
doria wosk	US 2022-06-01	
Bonnie Winter	'022-06-01	
Max Winemiller	2022-06-01	
Christopher Tom	US 2022-06-01	
Joseph Pietanza	S 2022-06-01	
Shelley Dolan	2022-06-01	
Elizabeth Sapp	2022-06-01	
Susan Weiser	-06-01	
Annette Rauch	2022-06-01	

Curtis Coleman

2022-06-01

Cindy Forbes

US 2022-06-01

Cheryl Montgomery

US 2022-06-01

Karen Lasher :

US 2022-06-01

Paul Lively

2022-06-01

david holmes

US 2022-06-01

Nancy Niemeir

US 2022-06-01

Charlie Harre

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Miloues

US 2022-06-01

John Lembo

US 2022-06-01

Lane Hajack

JS 2022-06-01

Thaddeus Barton

US 2022-06-01

Anne Stevens

US 2022-06-01

Susan Bertram

US 2022-06-01

mary shields

S 2022-06-01

Louise Holland

US 2022-06-01

Tim Dolan

US 2022-06-01

Nancy Marcus

US 2022-06-01

Peter Tyor

5 2022-06-01

David Padgitt

2022-06-01

Alan McPherson

S 2022-06-01

Caroline Mitchell

Beth Ann Papoutsis

US 2022-06-01 3 US 2022-06-01

Nancy Orons

US 2022-06-01

Eleanor Tippens

US 2022-06-01

William O'Melia

US 2022-06-01

Mike Carpe

JS 2022-06-01

Laura Johnson

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John Dunn

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David Shanahan

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Jane homcy

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Cade Herman

US 2022-06-01

Anna Wisniewski

US 2022-06-01

Patricia Harrison

IS 2022-06-01

Danielle Cashman

US 2022-06-01

KarenSue Zoeller

5 US 2022-06-01

Katharine Altholz

US 2022-06-01

Colin Kennedy

US 2022-06-01

doretta miller

US 2022-06-01

Jessica Montgomery

US 2022-06-01

Marena Rudy

US 2022-06-01

Alexis Malayter

US 2022-06-01

Nancy Kurz

US 2022-06-01

Karen Ratzlaff

US 2022-06-01

Carl Buccellato

35 US 2022-06-01

Richard Franklin

US 2022-06-01

Julie Pagliaro

US 2022-06-01

Susan Bâby

US 2022-06-01

Austin Ellois

US 2022-06-02

Janie Anderson

US 2022-06-02

Cari Alexander

US 2022-06-02

Suzan Asbahi

US 2022-06-02

Joanne Wallace

JS 2022-06-02

Julia DeNapoli

35 US 2022-06-02

Dave Smith

2022-06-02

Karl Ellensohn

US 2022-06-02

Benjamin Dunnigan

US 2022-06-02

Terry Sailer

US 2022-06-02

Jonathan Shub

US 2022-06-02

Carol Pierce

JS 2022-06-02

Christine Cole

US 2022-06-02

Roxanne Clancy

US 2022-06-02

Paul Blackburn

US 2022-06-02

Evan Jones

US 2022-06-02

Matthew Neal

US 2022-06-02

Ron Kurz

US 2022-06-02

Lori Mulhern

US 2022-06-02

Kathy Jackson

US 2022-06-02

Courtney Wermeling

US 2022-06-02

Roger Yapp

US 2022-06-02

Greg DeCowsky

US 2022-06-02

**Emily Marshall** 

US 2022-06-02

Frieda Baker

US 2022-06-02

Sandy Carlson

D LULL OU UL

Callet Hallman

US 2022-06-02

Claire Winnard

US 2022-06-02

Tori Kramer

JS 2022-06-02

Rick Mitchell

US 2022-06-02

Shelly Ammann

US 2022-06-02

John Mathy

3 2022-06-02

Debra Beck

2022-06-02

Lisa Hoffman

US 2022-06-02

Donald wleklinski

US 2022-06-02

Erin Street

US 2022-06-02

Lisa Johnson

US 2022-06-02

Peter Marshall

2022-06-02 US

Jennifer Tippet

US 2022-06-02

Lynette Ferrero

US 2022-06-02

Xerxes Bhote

US 2022-06-02

Lara Scarborough

15 US 2022-06-02

Jack Coladarci

US 2022-06-02

betty Skalski

US 2022-06-02

Rich Kudia

US 2022-06-02

Krysia Miller

US 2022-06-02

Cameron Avery

US 2022-06-02

Karyn Murphy

US 2022-06-02

Peter Skalski

2022-06-02 US

Leo Von Ruden

US 2022-06-02

Craig Witty

US 2022-06-02

Amy Kraus

US 2022-06-02

Mike Esler

US 2022-06-02

Katie Moor

2022-06-02

Caephren McKenna

US 2022-06-02

Geoffrey Murphy

US 2022-06-02

Lynn Donaldson

2022-06-02 US

Darlene Hying

2022-06-02 US

Jeremy Farmer

2022-06-02

US 2022-06-02

US 2022-06-03

Marilyn Casey

US 2022-06-02

Toni Hamilton

Wes Lund

US

Cait Enriquez

2022-06-02

Connor Lane

US 2022-06-03

Marylou Hansen

US 2022-06-03

Ryan Tripton

US 2022-06-03

Matt Weisberg

US 2022-06-03

Tika Bordelon US 2022-06-03 Julie McCauley US 2022-06-03 Anne Coladarci US 2022-06-03 Joan Wallgren US 2022-06-03 Aaliyah Brunson US 2022-06-03 June Pascucci JS 2022-06-03 Heather Bell 2022-06-03

Amy Petterson US 2022-06-03 Kirk Fast US 2022-06-03 Nancy Santi US 2022-06-03 Kristin Smith US 2022-06-03

Tamara Kasey US 2022-06-03

Saboora Alsikafi US 2022-06-03 Natalie Hamm US 2022-06-03 Heather Smith US 2022-06-04

sharon belson US 2022-06-04

US

2022-06-04

Livi Murray Tova Goldberg IS 2022-06-04

Valery Galvan US 2022-06-04

Agim Demirovski S 2022-06-04

David Stevens US 2022-06-04

Gary Thaler 2022-06-05

Christopher Knapstein US 2022-06-05

Phoebe Nixon US 2022-06-05 Kayte Dickey US 2022-06-05

Luc Ruizfunes US 2022-06-05 Tanya Romero US 2022-06-05

Timothy McAnally 2022-06-05

Luann Henry 2022-06-05 IS

Meghan McGuinness . US 2022-06-05

Camille Ruiz-Funes US 2022-06-05

Alexander Campling US 2022-06-05

Kip Caldwell 2022-06-05 US

Brian Rogers 2022-06-05

John marzonie US 2022-06-05

John Ahlin 2022-06-06

Laura Freechack JS 2022-06-06

Julie Eldring US 2022-06-06

Kim Dobbins US 2022-06-06 Molly Lewis

US 2022-06-06

Rachel Allport

S 2022-06-06

Lisa Hackett

JS 2022-06-06

david rooker

2022-06-06

Mitchell Wywiorsk

US 2022-06-06

Gregory Gaschler

US 2022-06-06

Gloria Gaschler

US 2022-06-06

Andrew Smyth

US 2022-06-06

Jamin Nixon

US 2022-06-06

Paul Campion

US 2022-06-06

john benedetto

US 2022-06-06

Brittany Ladd

US 2022-06-06

Joyce Bruce

US 2022-06-06

Sam Thimmesh

US 2022-06-06

katherine nemes

3 US 2022-06-06

Jan Pavlovic

US 2022-06-06

Christine Murray

US 2022-06-06

wanda anthony

US 2022-06-06

Elena Sokolova

US 2022-06-06

Constance Martin

US 2022-06-06

Aaron Reaves

US 2022-06-06

Bridget lewis

US 2022-06-06

Penny Murphy

US 2022-06-06

Brendan Lewis

US 2022-06-07

Beth Ring

US 2022-06-07

Diane Curtis

US 2022-06-07

Carrie Waterston

35 US 2022-06-07

Josie Magleby

3 2022-06-07

Yanhong Lin

US 2022-06-07

Mamie Case

JS 2022-06-07

brice stabnick

US 2022-06-07

Elizabeth M Thomas

US 2022-06-07

Len Messina

US 2022-06-07

Keith Myers-Crum

3 US 2022-06-07

Ann Roberts

US 2022-06-07

Joan Vatz

US 2022-06-07

Merrill Dellas

US 2022-06-07

Lynne Boehm

US 2022-06-07

Margo Carvell US 2022-06-07 Maire Schirf S 2022-06-07 Kathryn Healy IS 2022-06-07 Victoria Prey 2022-06-07 Jessica Tucker 2022-06-07 Paula Danoff US 2022-06-07

Kenneth Behles US 2022-06-07 Jolene Birmingham US 2022-06-07 perry myers 2022-06-07

Dodi Suhrowardi 3 2022-06-08 Tatiana Saldana US 2022-06-08

Tiffani Pierson US 2022-06-08

Robert Rasmus JS 2022-06-08 Georgene Cevasco US 2022-06-08

Kurt Anstaett US 2022-06-08

Mark Stephan S 2022-06-08 Joshua Curphey 2022-06-08

Catherine Ripkey US 2022-06-08

deb emry US 2022-06-08

Christopher Murdoch US 2022-06-08

Barbara Aquilino US 2022-06-08

Tanya Thompson US 2022-06-09 Linda Gordon US 2022-06-09

David Haskins i US 2022-06-09

Carrie Fischer JS 2022-06-09

Jackie Barrett 2022-06-09 Richard Lawson US 2022-06-09

Tony Marino US 2022-06-09

Jessica Johnson US 2022-06-09

US 2022-06-09

Jim Lamb US 2022-06-09 Tristin Thomas 2022-06-09 Peggy Hoyt

Anne Juliusson Matt Furton DANIEL EGELAND Rebecca White Beth Dustman Karen Miller Lisa Matyas Marilyn Falkenberg Darlene Boehnel Sandra Freda Eileen Madigan Mary Spalding Andrea Strening Richard Gentile Ann Buran Denise Kirshenbaum Laura Helms Sheila Nielsen erica chesney Elisa Kirk Bartels Joanna Karatzas Linda Welch Cynthia Cata Lilly Avril Ruth Jennings Charla Provencio D Beck Splane City State Postal Code Country Commented Date (Comment) Elder-Contennal Petition, 5-35-87 Grace Flatt Lauren Lewis Kendra Wallace Beth Mulhern Ann Mac Sarah Chalcroft Chris Macey Laura Lippert Mirlah Plawer-Volmerdin, Colette Quackenbush Caroline Betsill Carl Lane Patrick Heraty Hilary Fedorinchik Rebecca Ferguson Justine Hourihane S 2022-05-25 As a resident of Winnetka we have a legal right to access the public shoreline . Si S 1 US 2022-05-27 I pay a fee to use that Beach 2022-05-26 I do not support large metal barriers to block shoreline access and views. I also do not support moving forward with any plans that were not approved by resident taxpayers 1 US 2022-05-26 The Village should not allowed to make significant changes without resident support and a large metal barrier fence dramatically changes the waterfront feel and ruins the beauty of the lakefront. Walls weren it incorporated at Lloyd beach Sn e US 2022-05-31 This wall violates the law. The park district should be protecting the public's land, which includes all Winnetka's lakefront to the high water mark. See Illinois Central Railroad v. Illinois, 145 U.S. 387 (1892) (the people own all lands under the C S S US 2022-05-28 This is just plain uglification as well an unproven design. The current panoramic view both north and south is a source of relaxation for people - much needed in these difficult times. S US 2022-05-27 This wall is totally unnecessary. Let's spend our money on things that matter US 2022-05-26 This wall sets a dangerous precedence for other properties to do the same 2022-05-26 It would be nice to walk a length of beach like you can in Hawaii, CA or FL US 2022-05-27 Because we must protect our lakefront. We must set a precedence US 2022-05-27 The large metal walls are terrible! We must be able to see the shoreline! 2022-05-26 No wall! Easy access for all! US 2022-05-25 I fully support this petition and at some point the community might want to consider Attorney General involvement to promote transparency about the land swap and molivation behind this radical design. Taxpayer money should not be used US 2022-05-25. This wall obstructs panoramic views of our lakefront. Permitting construction of this wall to go forward sets the wrong precedent. US 2022-05-29 This will be an eyesore. Use the plant works for what it is intended, if there are environmental concerns. This is an anti-social solution which is not a real solution. 2022-05-26 literally why would we do this... 2022-05-31 The lakefront should be accessible to all. US 2022-05-25 Build Sandcastles, Not Walls! 2022-05-27 The beach belongs to all citizens, Nature looks better than a big steel wall! US 2022-05-26 This is by far the worse proposal for a natural landscape I have ever seen. What would inspire such an ugly solution to a non-existent problem? US 2022-05-26 Inappropriate use of public land US 2022-05-29 I believe in the quality of life of the North Shore and that the lakefront is part of that quality of life and it should not be blocked off by an uply wall 2022-05-25 I think the steel wall is just simply ridkulous. Not sure how the park district or village would think it is a good idea, US 2022-05-26. This is ridiculous and a sign of an idjot on a me Plan with too much money! US 2022-05-29 This has to stop! US 2022-05-28 Proposed wall structure is ugly, a terrible precedent and violates the Illinois public trust doctrine. US 2022-05-25 I would rather the beach development not go ahead if it means building this awful wall. This smacks of the worst kind of entitled behavior from the homeowner. No-one should be allowed to build a barrier like this on the shores of Lake Ni. 2022-05-30 Our beachfront belongs to us. US 2022-05-29 The shoreline should be unobstructed for citizens to enjoy the natural beauty of the lake. If this exception is made, other wealthy lakefront home owners will expect the same for their properties. US 2022-05-26 We haven it been able to use Elder for a couple years. I was happy to hear news of improvement. This is anything but US 2022-05-25 This fence is wrong! US 2022-05-26 The beach belongs to all of us 2022-05-31 This plan was not originally presented to the residents of Winnetka nor was it studied for environmental or community impact. The plan benefits one family and one family only, it is shocking and embarrassing the the Winnetka Park Distric 2022-05-26 I think Winnetka is beaches are one of our town is best features! This wall does not fit in with the aesthetic of our beautiful beaches. US 2022-05-25 I do not want a fence on the beach. It is a terrible precedent. 2022-05-31 I want to keep the lakefront beautiful and natural US 2022-05-31 The fence should not be built. The beaches are far everyone US 2022-05-27 I don't like access to the beautiful lake view being blocked 2022-05-26 One of my favorite little girls loves to walk this beach 1. US 2022-05-26 There has to be a better way to build a sea wall then this, Please don it put up this proposed wall that blocks the gorgeous view and limits accessibility to some areas. Thank you. 2022-05-25 We live near this beach and 1 m very concerned about the tall walls closing it in and changing the entire feel. A panoramic view is so important to feeling you relone with nature! We lave to look down the shoreline. US 2022-05-25 I frequently run along Sheridan road and the shoreline, Anything that impedes the view will disrupt the ability of the public to enjoy the lakefront 2022-05-25 How was this project decided upon (taxpayer funded) ?Who does it benefit (pressured by land swap) ? and why is this enormous steel barricade wall being proposed on our Winnetka beaches? This blights the shoreline by impeding i Also in addition (

Dana Pearl

Sn

2022-05-31 Ruining the beauty of the neighborhood just because one has money is terrible.

US 2022-05-31 THEY DON'T WANT THIS, IIII

US 2022-05-31 do not agree

Rachel Mercedes Verdugo

Cindy Kilborn

Greg DeCowsky Terry Saller

Anne Stevens Kendra Wallace Harriet Ross Erin Hines

Anne Coladarci Marylou Hansen Connor Lane

Kirk Fast

perry myers Julie Eldring

Jim Lamb Robert Rasmus

US 2022-06-01 The Lake is a beautiful asset and the ability to walk the shoreline a gift. Big \$ taking this and trying to exclude is the beginning of erosion of this value.

US 2022-06-01 I love the dog beach at Centennial Park and all beach front property should be kept natural and free of any walls or partitions.

US 2022-06-02 The wall IS A STUPID waste of \$\$\$\$...it will not stop anything useful but enjoying God 's of enjoying the scenery US 2022-06-01 As the lake levels rise and fall, a fence like this would become a serious water hazard for boaters, paddle boarders, and swimmers. It is critical to maintain the open shoreline. In Wilmette, public beach is directly adjacent to private property

1 US 2022-06-02 The beach belongs to the people!

US 2022-06-03 This is dumb,

. US 2022-06-03 Toppose the building of walls at the park. It is such a deplorable idea that T m almost speechless.

US 2022-06-03 This is not at all appropriate I protect the natural landscape

US 2022-06-06 This current plan (with wall) is different than the one I reviewed previously. We should do everything we can to protect the shore front yet preserve the natural beauty of the shoreline. US 2022-06-03 Horrible idea. We ve visited that beach and others in the vicinity for years with a friend who lives there. We will look for more welcoming places if this ugly monstrosity is built and spend our dollars elsewhere as well.

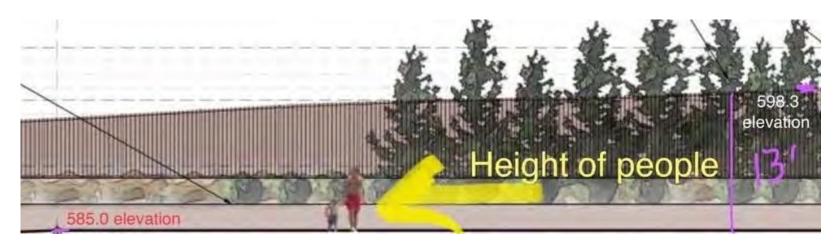
US 2022-06-07 I m signing because the proposed wall will be a monstrosity on a beautiful lake front. I cannot believe it is even gotten to this point.

US 2022-06-08 I do not like the idea of the non conforming wall which benefits one resident to the detriment of all others

US 2022-06-09 Restricting the view of the lake. It will also change the currents flow in the lake

94

## Analysis of information in petition

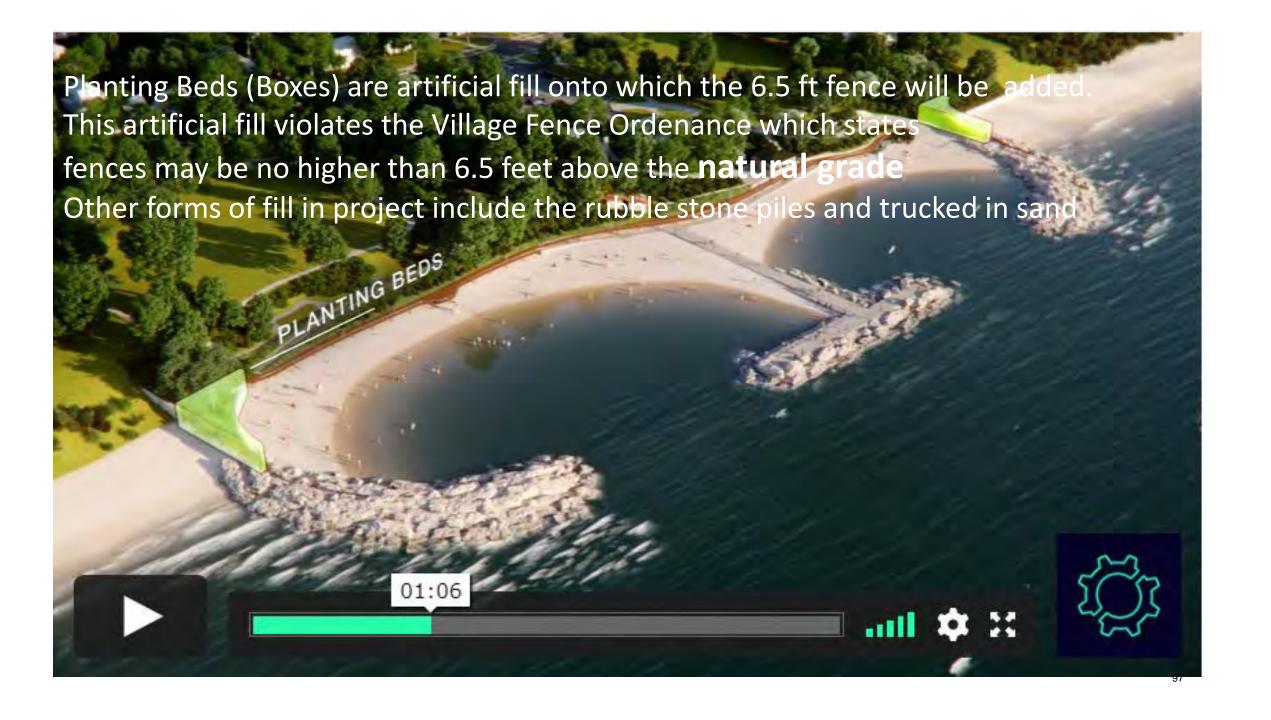


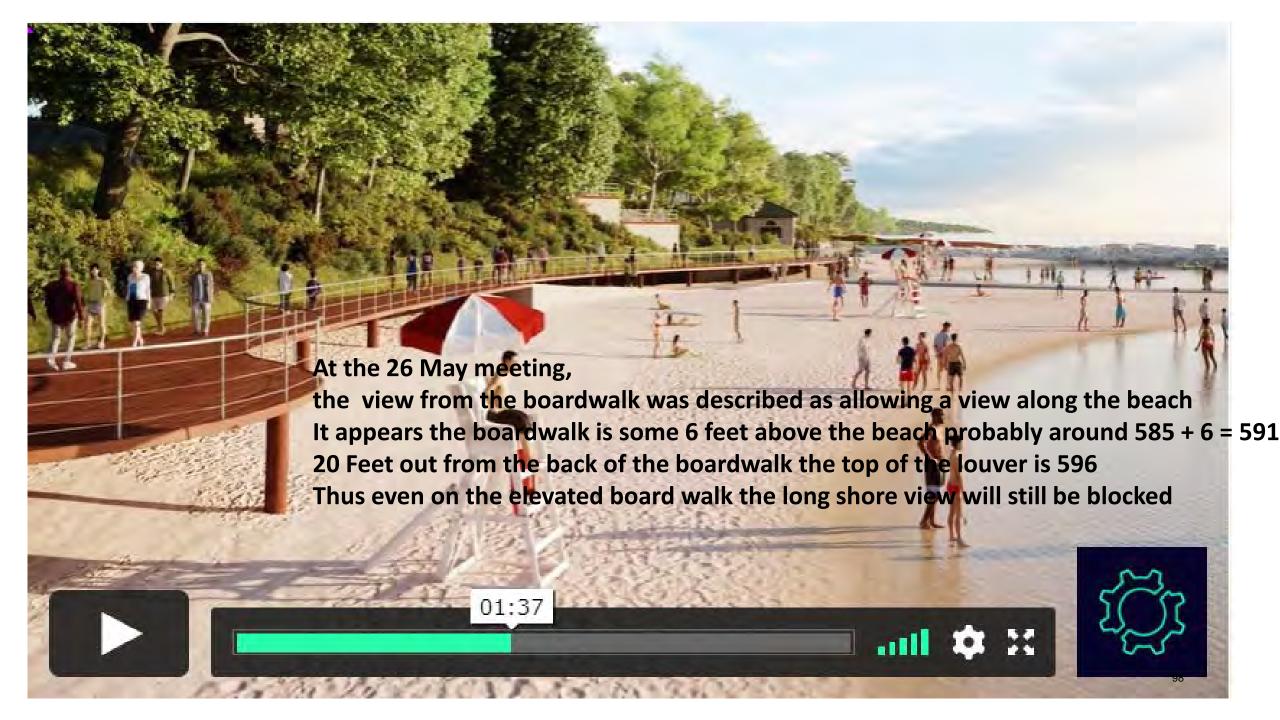


Lake level 580 on 31 May according to ACE

According to spread sheet apparently used by Lakota the top of louvers was 596 at 40 feet out from wall by the stairs Thus the top of the louvers at person in lower photo is 16 feet above the person's feet (the red line) & 11 feet above 585. The upper drawing was probably an earlier plan as I'm sure there have been many.

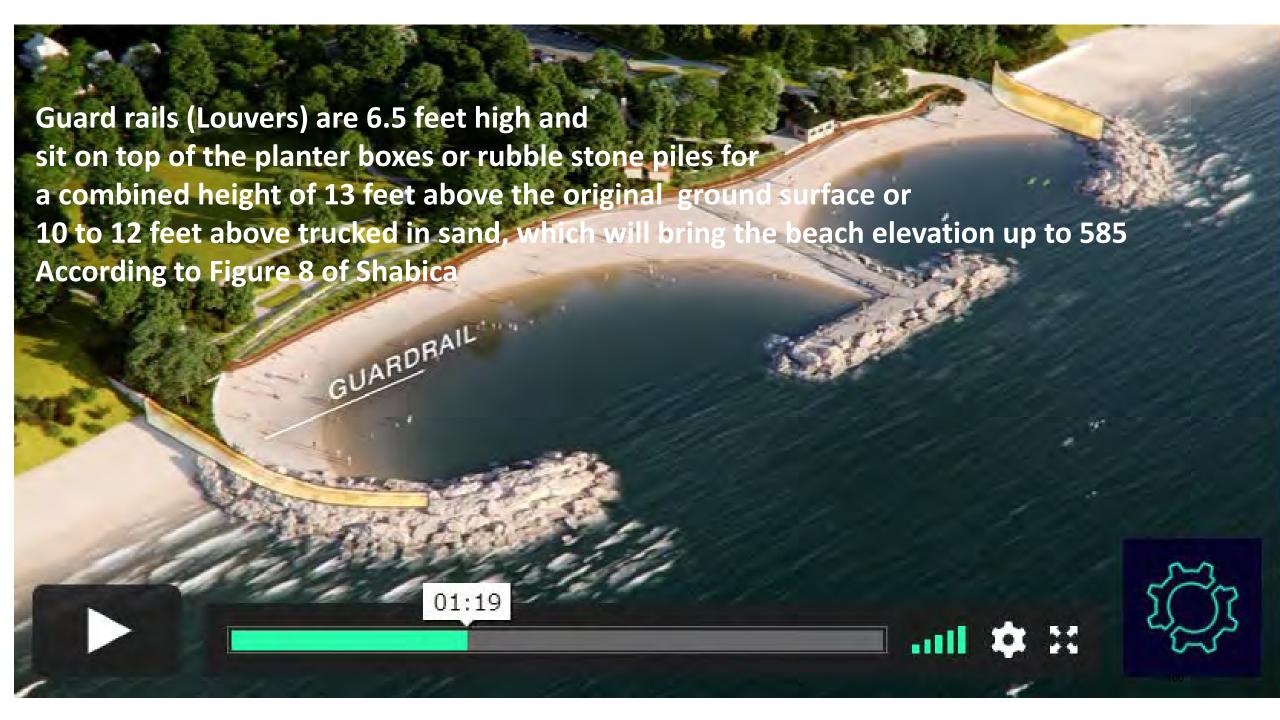


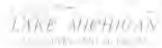




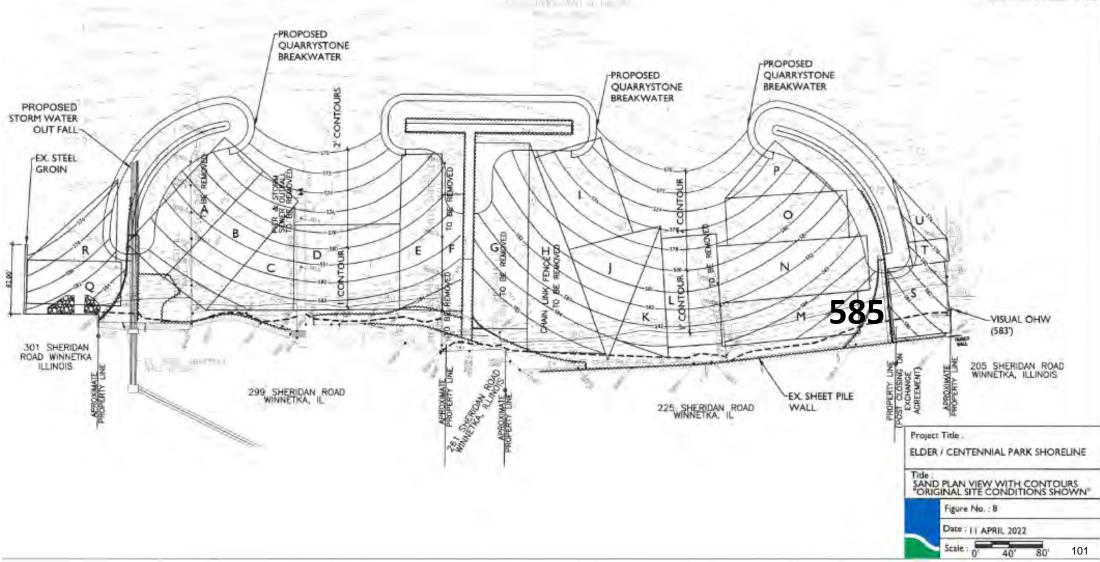
# Description of the top elevation of the louvers at south boundary employed to produce drawing of the wavy top of the louvers A beach elevation of 587 does not match the 585 elevation in Shabica Figure 8 in slide 7

	Louver length &													
	overall height													
10	calculations													
11	Louver #	29	30	31	32	33	34	35	36	37	38	39	40	41
12	Station (feet)	14	14.5	15	15.5	16	16.5	17	17.5	18	18.5	19	19.5	20
13	Straight line decline	596.97	596.95	596.92	596.90	596.88	596.86	596.83	596.81	596.79	596.77	596.74	596.72	596.70
14	sinusoidal delta	(0.44)	(0.49)	(0.53)	(0.57)	(0.61)	(0.64)	(0.66)	(0.68)	(0.69)	(0.70)	(0.70)	(0.69)	(0.68)
15	Top of Louver	596.53	596.46	596.39	596.33	596.27	596.22	596.18	596.13	596.10	596.07	596.05	596.03	596.02
16	Top of sheet pile cap	590.00	590.00	590.00	590.00	590.00	590.00	590.00	590.00	590.00	590.00	590.00	590.00	590.00
17	louver length (feet)	6.53	6.46	6.39	6.33	6.27	6.22	6.18	6.13	6.10	6.07	6.05	6.03	6.02
18	louver length (inches)	78.4	77.5	76.7	76.0	75.3	74.7	74.1	73.6	73.2	72.9	72.6	72.4	72.2
19	Beach Elevation	587.0	587.0	587.0	587.0	587.0	587.0	587.0	587.0	587.0	587.0	587.0	587.0	587.0
20	Planter Pocket Elevation	589.5	589.5	589.5	589.5	589.4	589.4	589.4	589.4	589.4	589.3	589.3	589.3	589.3
21														
22	Top of Louver	596.5	596.5	596.4	596.3	596.3	596.2	596.2	596.1	596.1	596.1	596.0	596.0	596.0
23	Top of Steel	590.0	590.0	590.0	590.0	590.0	590.0	590.0	590.0	590.0	590.0	590.0	590.0	590.0
24	Planter Pocket Elevation	589.5	589.5	589.5	589.5	589.4	589.4	589.4	589.4	589.4	589.3	589.3	589.3	589.3
25	Beach Elevation	587.0	587.0	587.0	587.0	587.0	587.0	587.0	587.0	587.0	587.0	587.0	587.0	587.0
26														
27	Louver-Planter Pocket Delta	7.03	6.97	6.92	6.88	6.84	6.81	6.78	6.75	6.74	6.73	6.72	6.72	6.73
28	Louver-Beach Delta	9.5	9.5	9.4	9.3	9.3	9.2	9.2	9.1	9.1	9.1	9.0	9.0	9.0
20														

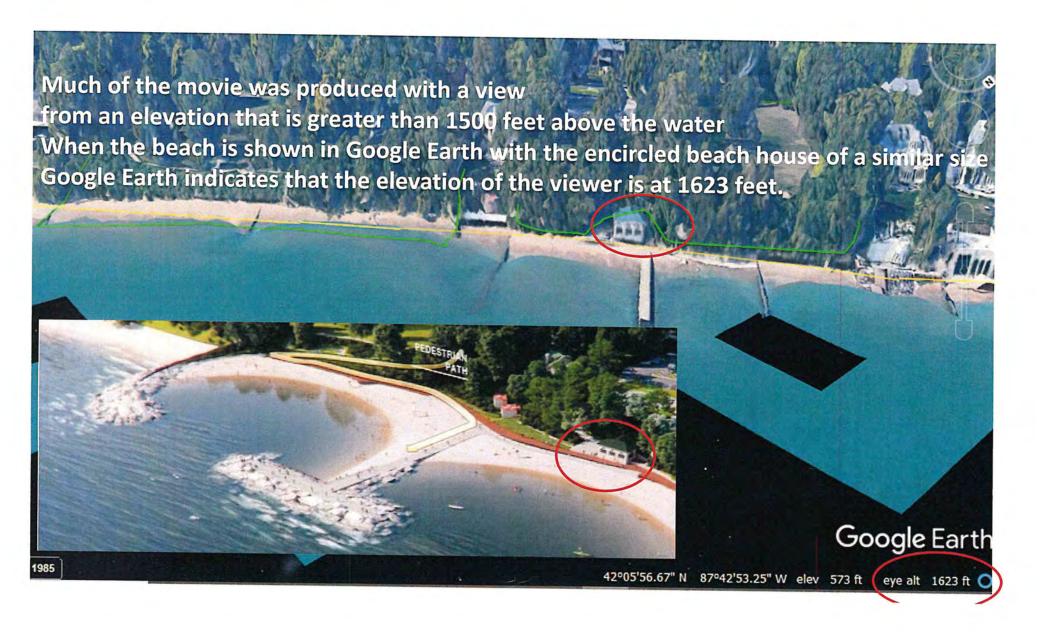








# Submitted to Boc by Chuck Dowding at the June 9, 2022 Special Mtg.



### Analysis of information in petition





Lake level 580 on 31 May according to ACE

According to spread sheet apparently used by Lakota the top of louvers was 596 at 40 feet out from wall by the stairs Thus the top of the louvers at person in lower photo is 16 feet above the person's feet (the red line) & 11 feet above 585 The upper drawing was probably an earlier plan as I'm sure there have been many.

Good evening. My name is Irene Smith. I live at and have been a Winnetka resident for 36 years.

Tonight I would like to ask some questions. I would be delighted to get some answers. First, why are we here? Will you listen to our displeasure at the wall you intend to build boxing in the newly configured Elder / Centennial Beach? Or are we here to be hectored about a plan that is already in the works? And why don't you videotape meetings like the other 3 taxing bodies do?

I am aware of more than a dozen emails the Park Board and Director John Peterson have received from individuals who are financially connected to the new property owner, Justin Ishbia. In fact most of these emails use the same verbiage, and some have a footer naming Shore Capital, Mr. Ishbia's firm. Are we to believe that you will be buoyed up by a dozen copies of the same letter?

The letters refer to a vote of 6-0 with one abstention on 8/26/21, almost a year ago, to proceed with the project. According to the minutes of that meeting, "Commissioner James made a motion that this board reaffirm the decision made in 2016 to to develop Elder/Centennial Park, acknowledging the property exchange, and to proceed with the plan as most recently proposed, including a swimming beach in the south cell and non-motorized boat use in the north cell." Commissioner Archambault seconded the motion which passed 6-0 with one abstention.

My question is this. Was the wall present in this iteration of your plan? And while we're at it, was the wall included in the

documents you submitted to the IDNR and the ACE? When did this new addition come about?

Here's another question. The petition against the building of the wall has now been signed by 1259 people. Are you willing to totally ignore the will of that many people?

Winnetka's wall problems have now been covered in the Tribune, WBBM, and Channel 5. It's embarrassing. Are you willing to be remembered for violating the sanctity of the lake? Do you want that to be your legacy?

Did you know what Montgomery Ward said in his quest to preserve the Chicago lakefront for the public? He said the lakefront should be "forever open, clear, and free." Do you not agree?

Why are you clinging so tenaciously to this 13' steel and cement structure going out 185' across the beach and into the water with no access to the other side, both north and south? You're like the proverbial dog with a bone, or passengers clinging to the rail of the Titanic. Can't you use Lloyd Beach as your model? It's beautiful, and there's no wall.

I urge the Park Board commissioners and John Peterson to consider the will of the 1259 signers of the petition against the wall. Stones, yes! Wall, no! My final question to you is, don't you want to preserve the beauty of our beaches and protect the sanctity of an unblemished shoreline?

Thank you.

Judy Ran

1.Reflection on Village Council Meeting - lesson in civics: Public invited, Public spoke, Council listened, Process was respectful, Public was heard.

Takeaway – Winnetka residents do not want a walled-in beach and want that part of the plan to be changed. The Village Council Members agree both as Winnetka residents and as a Council

2. Continuing refrain from Park District, "We are working very hard, we are still in the negotiation process...."
Begs the question WHAT DOES THAT MEAN?

How do you submit a permit application to construct the walls, jointly with the adjacent landowner, and say you are still negotiating?

How do you hold open houses for the public to see, and say you are still negotiating – if so, with whom – The 2020 Orchard Trust or Winnetka residents?

In that you signed off-on the louvered privacy wall plan by submitting the joint permit application, it appears that negotiation with the landowner has concluded, and you conceded on the privacy wall.

Or are you using the permitting process to force the hand of the landowner, hoping that the permit will be denied as written and go to review so you can amend it further.

3. A lot of emotion has been shared and frustration has become personalized. I feel badly about that, as you are all hard-working volunteers and neighbors.

However, this passionate pushback all could have been avoided if you had either negotiated a better agreement or walked away from this deal.

4. There has been a significant lack of transparency regarding this entire process:

We all were surprised to learn that the land swap is contingent upon Orchard 2020 Trust's approval of the

plan, and further, that permits had to be submitted jointly.

At this week's Village Council meeting, a resident expressed concern about what "unwritten deals" might exist pertaining to the land swap, and the final design of the combined park. I respect your response that there exists only 1 "deal", the signed property exchange agreement, but that deal gives Orchard 2020 too much power, now and potentially in the future. In my opinion, it was a mistake to enter into the agreement as written.

- 5. I respectfully ask you to withdraw the permit application, form a sub-committee with more community representation, go back to the drawing board, and come up with a plan that better represents the community's interests rather than the private landowner's interests.
- 6. If the Orchard 2020 Trust does not want to go forward with the deal, so be it. As evidenced by the overwhelming support our *Stop the Walls* petition garnered, there are lots of people who value Winnetka's Lake Michigan shoreline and will be happy to support you as your devise a better plan.

#### Elder Centennial Plan

First, I want to be very clear, there would be no Elder Centennial plan without Commissioner James, Director Peterson, and Director of Parks and Maintenance Kutulas. They have spent countless hours and lent considerable expertise to the most recent stage of this project over the past two years. Thank you.

As Commissioner James mentioned at the 5/26<sup>th</sup> meeting Orchard 2020 had input on the plan. They have every right to represent their interests. They own 261 Sheridan as well as property south of Centennial.

The current plan presented to the public and submitted to the regulatory bodies may be the only plan to combine Elder and Centennial in the history of the WPD. This is historic.

I have been a proponent of moving forward with this plan...some plan. Why? Elder Beach has now been closed for three years. Very few are enjoying Elder Beach. Elder and Centennial need significant improvements now. Without improvements we are at risk of permanent loss of the beaches. I believe it was our responsibility to put forth a plan for Elder and Centennial.

We are now at the very important point of gathering final public input. We are required to have open meetings, open houses, regulatory approvals, and public comment. The process is working. It's cumbersome, but I welcome it. We have received considerable feedback on the plan. If there is one common theme, it is we must do something to improve Elder and Centennial. There are numerous individuals supportive of the plan, but many more opposed.

As a commissioner, as a public official, it is my duty to represent the interests of the public, most notably the taxpayers of Winnetka. I don't represent my personal interest, the interest of any single party, or any other board member. More importantly, it is also my duty to continue to listen and learn throughout the entire process.

Despite all the time and taxpayer dollars we have invested in this plan, we cannot ignore the constituents we are bound to represent. Therefore, given the many concerns from the public around the current plan it is my position that the Board should move to amend the current plan. I remain hopeful that we can find a satisfactory plan for all interested parties to finally combine Elder and Centennial and begin the long-needed and necessary improvements.

Respectfully,

Commissioner Seaman

6/9/2022

My name is Rob Schriesheim. First, thank you for having this session and for affording the opportunity for comments by the broader community. And, thank you for your service.

I have lived in Winnetka for coming up on 30 years where we have raised our 4 children, 3 of whom worked as lifeguards at the various park beaches. In addition, we have spent many hours at the dog beach with our Black Lab for longer than a decade. We live at the work with the work with the work with the private resident owner nor the WPD.

I do not object to the goal of consolidating Centennial and Elder beaches – which seems to be a very good plan. Nor, as someone who has been involved in many complex commercial real estate transactions and exchanges, do I object to a property swap in obtaining such goal. It may have obvious property value enhancements to the private resident – but the village is presumably receiving equal value for what it is conveying.

However, I object to the walled-portion of the project in any form which currently includes steel structures of substantial "All In Height" such that it creates an obtrusive border wall around the beach property lines. As I understand it, the Border Wall that the Park District will build, under the proposed plan, will box-in the area from the Northernmost part of Elder Beach to the Southernmost part of Centennial with the southernmost Wall serving as a privacy wall, if you will, on the northern end of the private resident's property. Therefore, it will box us in, impacting views up and down the shoreline as well as general access. Of course, I do not know what happens on the southern boundary of the private resident's property as far as future walls or privacy structures nor am I aware of the activities of the private resident's law firm.

With that as context, my objections are on several grounds:

- 1. First, This process has not been transparent, though I understand that the COVID operating environment may have impacted the process. Many people, including myself, have only just learned of the project scope. Contrary to comments from representatives of the private resident, there has not been a wider understanding of this project amongst the community. As an example, my understanding is that the Village Council was misrepresented as having been supportive of the project based on a letter of support dated from October. However, members of the council have now stated that they only just became aware of the nature of the steel border wall -- and attendant privacy wall aspect bordering the private residence recently. The trustees have now stated that the letter of support was issued prior to an understanding of such a wall and transparency to the full scope of the project.
- 2. Second, My understanding is that the petition against the border Wall project has gained over 1,200 signatures. This is significant when considering that the population of Winnetka is about 12,000 and those of voting age comprise about 68%, based on census data, and those who are tax payers even smaller given that there are about 4,200 households. The community is loudly indicating a strong objection to the notion of allowing such a border wall on Lake Michigan.

- 3. I am unaware of any such steel border wall (metal louvred or otherwise) --- which will impact the natural beauty and create a boundary around lands for which the WPS and the community are a steward --- being erected in any community on Lake Michigan. Further, I am unaware of any similarly situated community in the US ever having advocated for any such type of border wall on a community beach obstructing views and the ability to walk on the beaches (while respecting private property). There are no such walls, to the best of my knowledge, on the beach homes of residences in CA (it would be illegal in CA), nor in community villages such as Larchmont or Scarsdale in NY, nor in Greenwich or Darien, CT nor Naples in FL as but a few examples. Why would Winnetka set a precedent in allowing the construction of such a border wall with a private citizen having such a long wall with extreme height obstructing views and access. It creates and fostering the notion of an unwelcoming and exclusionary community much less significantly injuring the natural beauty and open vistas of the community beaches.
- 4. Fourth, others have far more expertise than I, however there have been many concerns expressed about such a metal louvered fence or wall in Lake Michigan from an engineering perspective which raises issues over time.
- 5. Finally, fifth, The fact that the media such as the Tribune is starting to pick up on this notion of erecting a Wall being representative of a wealthy community setting up border walls on Lake Michigan is a bad look and horribly indicting of our community.

In summary, I applaud the efforts to beautify our beaches and the example of what was done at Lloyd Beach. But the notion of the currently proposed 180' long and 9' to 13' high boarder walls impacting the vistas of the beach, while also allowing a private property owner to essentially have a private wall, should be rejected.

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Subject: Attachments: FW: Request for a workshop Workshop request.pdf

From: Charles Dowding

Sent: Friday, September 2, 2022 7:44 AM

To: John Peterson // JPeterson@winpark.org
; Warren James < WJames@winpark.org</pre>

Subject: Request for a workshop

To Warren James and John Peterson

2 September, 2022

This letter is written to request that a workshop be held to review details of all plans and cost estimates that were introduced on 25 August. The meeting on 25 August was not a workshop. It was more like a board listening session to consultants selling the plans they were paid to produce. A true workshop would have allowed a more productive exchange of ideas and information with other plans.

Foremost of the several reasons for this letter to request a workshop is the change of the previously advertised 25 August workshop meeting to a special board meeting without an announcement at the meeting or explanation of the implications of such a change. Before the meeting Scott Freres indicated to me that he had advised the board to announce at the beginning that this meeting would not be a workshop per se. He went on to say that a workshop would include interaction of attendees concerning large hard copy documents on which attendees could draw and scratch out alternatives.

Confusion then ensued during the meeting because of the lack of an announcement and the absence of a protocol for questions and answers other than those of a standard comment session. While Shabica associates and Kutulas did answer questions from the audience, no documents, were provided or exchanged. Only opinions were given relative to questions.

Initially I thought that not having drawings on a wall would not prevent an exchange of detailed information, but I was mistaken. There was no interaction like that in a workshop as described by Freres. The Board was not given copies of my final analysis. During their discussion there was not one single question asked of my plan or how I determined its cost. There was Board interaction only with the 9 plans prepared by Lakota and cost estimates provided by Kutulas. Board members were asked for their preference among only the 9. None of the plans and cost estimates were distributed or displayed to the audience in hard copy form so they could be compared. The audience was not given copies of the plans as was the Board nor were they asked for their opinion about any of the 9 Lakota plans or mine. There were few to no questions relative to line items in the cost estimates of the 9 plans by either the board or the audience. When questions about the financing were asked by the audience, the audience was told that the Illinois Open Meeting Act prevented answering questions during the meeting, but they could be answered on Saturday at the Farmer's Market.

I will not be available on 15 September because of a previous commitment.

Please enter this request into the public record.

Charles Dowding

Subject:

FW: Elder/Centennial Parks

From: Anne Wilder

Sent: Friday, September 2, 2022 11:00 AM
To: wpdboard <wpdboard@winpark.org>
Cc: John Peterson <JPeterson@winpark.org>

Subject: Elder/Centennial Parks

To: Winnetka Park Board Members

When deciding what renovation plan to adopt for Elder and Centennial beaches, please consider the residents of Winnetka, the majority of whom do not support your current plan. Forget the swap and move on. It is too complicated and caters to a private individual over Winnetka residents.

Further, there is no need to spend \$12 million on renovations when they can be done for much less with a more beautiful outcome as the alternatives proposed by residents show. \$12 million is far too expensive, and with inflation, the project will become more expensive. This is too much for taxpayers who are already facing increased everyday costs as well as a D36 referendum for increased spending. At the very least, the Park District should follow D36's lead and put this to a referendum.

Any renovation should keep the two parks as natural as possible. Centennial and Elder parks are absolutely beautiful as is. Keep them that way. Do the minimum necessary to protect the beaches at the lowest costs without adding unnecessary features or catering to the unreasonable, ugly and expensive privacy desires of an individual.

Yours truly,

Anne Wilder

Subject:

FW: Your Winnetka Park District Taxpayer Dollars Hard at Work....for someone else.

From: Ting Xu

Sent: Friday, September 2, 2022 11:22 AM
To: John Peterson < JPeterson@winpark.org>

Subject: Fwd: Your Winnetka Park District Taxpayer Dollars Hard at Work....for someone else.

许婷 / Ting Xu

----- Forwarded message -----

From: Barb Klein

Date: Wed, Aug 31, 2022 at 10:46 AM

Subject: Fwd: Your Winnetka Park District Taxpayer Dollars Hard at Work....for someone else.

To: Ting

, Brad-Hong Kong

Sent from my iPhone

Begin forwarded message:

From: Vicki Apatoff

Date: August 30, 2022 at 11:09:54 PM CDT

To: Vicki Apatoff

Subject: Your Winnetka Park District Taxpayer Dollars Hard at Work....for someone else.

Dear Friends -

Several times I have written to tell you about "the Wall" at Elder and Centennial Beaches.

Thanks to all of you who rallied to the cause, forwarded this or other emails, signed petitions, sent letters to the IDNR, the Commissioners, the Village Council and your state representatives.

You would think that would be enough, wouldn't you?

Sadly no. Since I wrote you last, we have learned a lot more about this plan and it's almost all bad.

Bad for the beach, bad for the parks, bad for the budget, bad for the environment, bad for good governance and bad for Winnetka taxpayers.

The Winnetka Park Board of Commissioners wants to spend a minimum of \$12.6 million, money we don't have, to fix Elder/Centennial, when they can do the job for less than \$5 million. To put it into perspective: only \$5M was spent to completely renovate Lloyd Beach.

This cost differential is driven by the construction of large, expensive, unnatural and unsightly stone breakwaters of questionable utility on both the north and south ends of the proposed beachfront. We don't need additional shoreline protection. Elder and Centennial beaches, under water in January due to record high lake levels, were fully and naturally restored by June.

Nor does Winnetka need more beaches beyond fixing and opening Elder Lane. Our current beaches (Tower, Lloyd and Maple) are underutilized and under-staffed. When Elder Lane is added, we will have more than enough beachfront to serve the current and future needs of Winnetka residents. Centennial Park and beach should not be

touched beyond restoring the bluff. This saves taxpayer dollars and preserves the tranquility of Centennial Park and beach for future generations.

What needs to happen now?

- Terminate the Swap Agreement. It is loaded with hidden costs and obligations that only serve the privacy interests of a private landowner.
- · Fix and open Elder Lane beach.
- Protect and restore the bluffs.
- Keep Centennial Green.
- Put any spending plan of this magnitude to a referendum. D36 does it, why doesn't the Park District? Has the WPD even considered that D36 is going to referendum this year and at the same time our property tax assessments are through the roof? D36 did their homework, informed the public, and is going to referendum to ensure the public is on board. Let the Park Board know you expect the same accountability from them. Spending 3 times what is necessary is unacceptable if not done without a vote.

Email your Park Board and let them know how you feel! Feel free to share this email with others.

To the whole board: wpdboard@winpark.org

Or individually:

Warren James, President: wjames@winpark.org Christina Codo, Vice President: ccodo@winpark.org Mickey Archambault: marchambault@winpark.org

Eric Lussen: <a href="mailto:elussen@winpark.org">elussen@winpark.org</a>
Cynthia Rapp: <a href="mailto:cyrapp@winpark.org">cyrapp@winpark.org</a>
Colleen Root: <a href="mailto:croot@winpark.org">croot@winpark.org</a>
David Seaman: <a href="mailto:dseaman@winpark.org">dseaman@winpark.org</a>

Please copy John Peterson and ask him to put it into the public record.

John Peterson, Exec. Director Winnetka Park District: <a href="mailto:jpeterson@winpark.org">jpeterson@winpark.org</a>

Thank you for your attention to this very critical and time sensitive matter. Vicki

In case you want more detail, here it is! Please feel to call or email me with any questions.

"The Wall" is just the tip of the iceberg.

The message from the public has been overwhelming, clear and unequivocal. "This is a bad deal end the contract - and start fresh with a plan that the public can support".

Approximately 2000 residents of Winnetka have expressed their outrage at the mere thought of the WPD choosing to represent one private landowner at the expense of the entire Village.

They are outraged that the WPD would even consider closing off public access to the lake, beachfront and open vistas.

They are especially outraged that the WPD thinks its ok to spend over \$12 Million dollars when it should only cost \$4-5M and they are doing it without a referendum. Your voice is not being heard.

There are still 4 Commissioners who appear to be moving forward with this plan. In fact, they are publicly calling 2000+ residents the "vocal minority". In the last 5 months, since the plan became4

public, over 2000 residents have been against and only 20 residents have come forth to speak in favor of this over-the-top plan. But for reasons no one can understand, those 20 residents are given more credence than the 2000+ who have spoken against it.

Yes you read this right. 4 Commissioners, on their own, can put through a terrible plan that almost no one wants. It is unclear why they are still forging full speed ahead to get our Village into one of the biggest messes I have seen since I moved here 22 years ago.

When we first found out about this deal, it was our understanding that the WPD was trading an equal portion of the beachfront from Elder/Centennial with an equal portion of beachfront owned by a private landowner.

It has now come to our attention that this deal is much more complicated than advertised and is going from bad to worse. It is hard to boil all of it down in one email but here are a few key points.

- The "Wall" has not been eliminated, only redesigned. The WPD is still considering massive breakwaters and steel structures on the beach that mimic the original design created by a private landowner and paid for by the WPD.
- No environmental studies have been done to ascertain the damage that could be done to the bluff, the beach or the water and could have disastrous consequences to one of our most precious resources. In addition, many details of the project have not been incorporated into the \$12M estimate, so it could be much higher.
- The Park District is entrusted with our natural resources but instead are giving them away to
  the highest bidder. What is next? Sell a part of the Village Green? Crow Island Woods?
  Skokie Playfields? Once they sell off part of one park, what is to stop them from selling off
  others? If they won't do their job, it is up to the public to hold them accountable.
- Design, consulting, legal and engineering costs to accommodate a private landowner requests...are being funded by the taxpayers...and have been for the last 20 months. There have been almost \$1 MILLION dollars spent in the last two years and, to date, the WPD leadership is still spending our money with total disregard to the wishes of the people.
- A large portion of Centennial Park, which is one of the most beautiful parks in Winnetka, is being sacrificed for 261 Sheridan, which contains a dilapidated house to be torn down and none of the lovely vistas or 100 + year old trees that exist on Centennial. In addition: all of the walking paths, staircases, fences, water fountains, etc that currently exist will have to be duplicated on the new parcel at the expense of the taxpayers. The WPD itself has called Centennial Park the most beautiful park in its portfolio. So why would they give it away?
- The WPD gave a private landowner the opportunity to be a co-permittee in all applications to the governing bodies - a right and privilege unavailable to any other private resident in Winnetka.
- The WPD has created a relationship between a private landowner that could hold the WPD
  responsible for ongoing maintenance of private assets, including any issues which will
  continue to arise now and in perpetuity, at the taxpayers expense, but with no taxpayer input.
- In the original survey, done in 2015, and cited by the WPD as the reason they are pursuing this ill-conceived deal, 150 residents said they would be in favor of the WPD acquiring 261 Sheridan outright to make the park and beach bigger and continuous. 7 years later, the WPD, without any public input, new surveys or concrete data showing community support, has decided to give up the best part of our parks and beaches to a private landowner in exchange for a much less valuable piece of beach and land in exchange. The beaches and parks are not being expanded as promised. No beach or park land will be gained. The mission of the Park District is to preserve open lands and green space. By giving up any portion of Centennial, they are going against their mission. They are trying to mislead the public into thinking they are acquiring more beach and parkland, but they are not. We are giving up one great beach

and park for one sub-par beach and asphalt driveway and it will cost the taxpayers double of what it should cost in order to do it.

If ANY of the above is a concern to you, please take one minute to send a note to each of the WPD Board of Commissioners. I've attached their emails again below. You can also send one email to the group. Please copy John Peterson and ask him to put it into the public record. Thank you for your attention to this very critical and time sensitive matter. Vicki

#### wpdboard@winpark.org

Warren James, President: wjames@winpark.org Christina Codo, Vice President: ccodo@winpark.org Mickey Archambault: marchambault@winpark.org

Eric Lussen: <u>elussen@winpark.org</u>
Cynthia Rapp: <u>cyrapp@winpark.org</u>
Colleen Root: <u>croot@winpark.org</u>
David Seaman: <u>dseaman@winpark.org</u>

John Peterson, Exec. Director Winnetka Park District: jpeterson@winpark.org

Subject:

FW: Centennial and Elder Parks

From: Harris, Corey R

Sent: Friday, September 2, 2022 11:46 AM
To: John Peterson < JPeterson@winpark.org>
Subject: RE: Centennial and Elder Parks

Thanks, John. Appreciate you letting me know, and making yourself available.

Enjoy the long weekend too,

Corey

From: John Peterson < <u>JPeterson@winpark.org</u>> Sent: Friday, September 02, 2022 11:35 AM

To: Harris, Corey R [CWM]

Subject: RE: Centennial and Elder Parks

Thank you, Corey, for your email. Grateful for your communication.

A quick note: the next meeting is 6:00 p.m., Thursday, September 8 (v. September 9).

Please call/email if you have any questions or require additional information at this time.

Enjoy the Labor Day holiday weekend.

Kind regards.

#### John Peterson

Executive Director
Office: +1.847.501.2074

Email: jpeterson@winpark.org
Winnetka Park District | winpark.org



From: Harris, Corey R

Sent: Friday, September 2, 2022 11:10 AM

To: WPD Info < wpdinfo@winpark.org >; John Peterson < JPeterson@winpark.org >; Warren James

< WJames@winpark.org >; Christina Codo < CCodo@winpark.org >; Mickey Archambault

< MArchambault@winpark.org>; Eric Lussen < ELussen@winpark.org>; Cynthia Rapp < cyrapp@winpark.org>; Colleen

Root < CRoot@winpark.org>; David Seaman < DSeaman@winpark.org>

Subject: Centennial and Elder Parks

Dear Winnetka Park District Commissioners,

I am writing in advance of the September 9<sup>th</sup> meeting regarding the prospective land swap that would improve the beach front at Centennial and Elder Parks for the benefit of our broader community.

I have followed this project like many others in the community. I know there are always voices that have trouble with change. It would be a shame if we are not able to see through a handful of louder voices, to act on behalf of the desires and interests of the broader community to improve the public park and beach front for the benefit of all.

I support the land swap and want a dog beach in perpetuity as part of the long term plan. Please do vote to submit plans to IDNR and Army Corp.

the intended recipient, please advise us immediately and delete this message. If you are sending confidential information (e.g. name, tax ID), please ensure you are using a secure method of delivery. You may fax confidential information  For prospectuses of recent initial public offerings to which this message may be related see  See  For prospectuses of recent initial public offerings to which this message may be related see	Education to the factor and an education of the state of	
Corey Harris  Email:  This e-mail does not constitute an offer or solicitation with respect to the purchase or sale of any security in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it would be unlawful to make such offer or solicitation. This e-mail may contain confidential or privileged information. If you are not the intended recipient, please advise us immediately and delete this message. If you are sending confidential information (e.g. name, tax ID), please ensure you are using a secure method of delivery. You may fax confidential information  For prospectuses of recent initial public offerings to which this message may be related see  If you currently hold CFTC-regulated swaps, you may access the Dodd-Frank Regulatory Daily Mark through the Client Web. Please contact us if you does not provide legal, tax or accounting advice, unless explicitly agreed between the client and Clients of should obtain their own independent legal, tax or accounting advice, unless explicitly agreed between the client and	Thanks for your time,	
This e-mail does not constitute an offer or solicitation with respect to the purchase or sale of any security in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it would be unlawful to make such offer or solicitation. This e-mail may contain confidential or privileged information. If you are not the intended recipient, please advise us immediately and delete this message. If you are sending confidential information (e.g. name, tax ID), please ensure you are using a secure method of delivery. You may fax confidential information  For prospectuses of recent initial public offerings to which this message may be related see  For important disclosures related to CFTC-regulated swap transactions. If you currently hold CFTC-regulated swaps, you may access the Dodd-Frank Regulatory Daily Mark through the Client Web.  Clients of should obtain their own independent legal, tax or accounting advice based on their particular circumstances.	Corey Harris	
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This e-mail does not constitute an offer or solicitation with respect to the purchase or sale of any security in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it would be unlawful to make such offer or solicitation. This e-mail may contain confidential or privileged information. If you are not the intended recipient, please advise us immediately and delete this message. If you are sending confidential information (e.g. name, tax ID), please ensure you are using a secure method of delivery. You may fax confidential information  For prospectuses of recent initial public offerings to which this message may be related see  For important disclosures related to CFTC-regulated swap transactions. If you currently hold CFTC-regulated swaps, you may access the Dodd-Frank Regulatory Daily Mark through the Client Web.  Goes not provide legal, tax or accounting advice, unless explicitly agreed between the client and should obtain their own independent legal, tax or accounting advice based on their particular circumstances.		27.7
This e-mail does not constitute an offer or solicitation with respect to the purchase or sale of any security in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it would be unlawful to make such offer or solicitation. This e-mail may contain confidential or privileged information. If you are not the intended recipient, please advise us immediately and delete this message. If you are sending confidential information (e.g. name, tax ID), please ensure you are using a secure method of delivery. You may fax confidential information  For prospectuses of recent initial public offerings to which this message may be related see  for important disclosures related to CFTC-regulated swap transactions. If you currently hold CFTC-regulated swaps, you may access the Dodd-Frank Regulatory Daily Mark through the Client Web.  Clients of should obtain their own independent legal, tax or accounting advice based on their particular circumstances.	Corey Harris	
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	authorized or to any person to whom it would be unlawful to make such offer or solid the intended recipient, please advise us immediately and delete this message. If you using a secure method of delivery. You may fax confidential information be related see See Iransactions. If you currently hold CFTC-regulated swaps, you may access the Doo not have access to these links or to the Client Web does not provide should obtain their own independent leteration.	citation. This e-mail may contain confidential or privileged information. If you are not but are sending confidential information (e.g. name, tax ID), please ensure you are For prospectuses of recent initial public offerings to which this message may for important disclosures related to CFTC-regulated swap dd-Frank Regulatory Daily Mark through the Client Web. Please contact us if you do ide legal, tax or accounting advice, unless explicitly agreed between the client and gal, tax or accounting advice based on their particular circumstances.
Your Personal Data: We may collect and process information about you that may be subject to data protection laws. For more information about how we use and disclose your personal data, how we protect your information, our legal basis to use your information, your rights and who you can contact, please refer to:	and disclose your personal data, how we protect your information, our legal ba	lay be subject to data protection laws. For more information about how we use sis to use your information, your rights and who you can contact, please refer

Your Personal Data: We may collect and process information about you that may be subject to data protection laws. For more information about how we use and disclose your personal data, how we protect your information, our legal basis to use your information, your rights and who you can contact, please refer to:

Subject:

FW: Unification of Centennial and Elder Park this is Beaches

From: Steven Martin <

Sent: Friday, September 2, 2022 12:37 PM

To: WPD Info <wpdinfo@winpark.org>; John Peterson <JPeterson@winpark.org>; Warren James <WJames@winpark.org>;

Christina Codo <CCodo@winpark.org>; Mickey Archambault <MArchambault@winpark.org>; Eric Lussen

<ELussen@winpark.org>; Cynthia Rapp <cyrapp@winpark.org>; Colleen Root <CRoot@winpark.org>; David Seaman

<DSeaman@winpark.org>

Subject: Unification of Centennial and Elder Park this is Beaches

To the Board of the Winnetka Park District

I'm writing this e-mail to express my shock and dismay that there is opposition to the unification plans for Centennial and Elder Park Beaches. I have been following the back and forth on this project for months and for the life of me, I cannot understand why it doesn't get 100% support from the board of the Winnetka Park District. It seems like an incredible opportunity for the Winnetka community and for Chicago Land community as a whole. This project, when completed, will be something wonderful and beneficial for so many people to enjoy for decades to come. My family and I fully support the land swap and want a dog beach as part of the project. Without question, this project is a great benefit for all. What can possibly be the reason others would oppose this project other than their own need to control and be jealous of others. There is no question that the beaches at Centennial and Elder Parks are greatly under-utilized presently. This project can change that for the better in a very meaningful way. Please vote at your Sept. 9th meeting to submit plans to IDNR and Army Corp. Submitting the plans is not the last step in this process. More public comments can come after such submittal. So please move this project forward now!! I strongly urge each board member to listen the public as a whole and support this project on behalf of the substantial majority of people in the Winnetka community and in Chicago Land community as a whole who want and support this project. Thank you for your consideration.

#### Regards Steven

Steven G. N	Nartin
Email: Office:	ext.   Mobile:

Subject:

FW: Call for action to improve centennial and Elder park.

From: Ting Xu < > > Sent: Friday, September 2, 2022 1:06 PM
To: Warren James < WJames@winpark.org >

Cc: John Peterson < JPeterson@winpark.org>

Subject: Call for action to improve centennial and Elder park.

Hi Warren,

Thank you and the commissioners for your ongoing effort to bring good changes to our community. In particular the restoration of our valued lakefront at Elder and Centennial.

I am writing in advance of the September 9<sup>th</sup> meeting regarding the prospective land swap that would improve the beach front at Centennial and Elder Parks for the benefit of our broader community.

I have followed this project like many others in the community. I know there are always voices that have trouble with change. It would be a shame if we are not able to see through a handful of louder voices, to act on behalf of the desires and interests of the broader community to improve the public park and beach front for the benefit of all.

People like us with busy daily jobs and children simply do not have as much time as the others who have been making loud voices at the meetings. But that does not mean we do not have a voice. Families with young children depend upon our commissioners to push through the necessary changes so we have a working beach for the community at a prime location in Winnetka.

I support the land swap and call for immediate action to improve the elder/centennial beach front . Please do vote to submit plans to IDNR and Army Corp.

Thanks for your time, Sincerely, Ting Xu

许婷 / Ting Xu

Subject:

FW: In support of the new Elder Beach

From: Karah McGeown <

Sent: Friday, September 2, 2022 2:04 PM
To: Warren James <WJames@winpark.org>
Cc: John Peterson <JPeterson@winpark.org>
Subject: In support of the new Elder Beach

I can imagine how trying it must be to improve a town, when so many people are opposing the group's best interests, for their own benefit. Yes, the dog beach people are loud, but they are few, and we are many. We are ready to get loud when you need us to, and until then we'll watch them make fools of themselves with their plastic sheeting, rolling our eyes while they shout like children.

Apologies for my email being so blunt, but I'm sure you have many properly worded emails in support, so I'm going to say what I think, rather than what is proper.

I'm one of the people who actually use the Winnetka beaches. I go to Elder daily, and I often admire the beautiful beach for which no dogs are ever enjoying. I've rarely seen more than 2 dogs at that giant stretch of lakefront at any given time, and most of the time it's deserted. Meanwhile, my kids and about 30 other people are grateful for the 50 feet of lakefront that we are not supposed to be on right now.

As cold as this sounds, the people who are opposing the lakefront development won't be around for much longer to enjoy the current beach. These are the same folks saying we don't need air conditioning or safe passages in our elementary schools, because it was fine for them. Well their time is over, and our time is now. There is a new Winnetka and we approve growth and development.

We choose people over dogs. We choose ADA accessibility over views. We choose to have a beach over erosion.

Thank you for working for us, and not giving up. Thank you for supporting everyone's best interests. We value you, and we greatly appreciate your efforts.

Respectfully,

Karah McGeown

And to Mr. Ishbia: I apologize this is the welcome you have received from Winnetka. You have many supportive neighbors who appreciate you giving us the opportunity to have a magnificent beach. Thank you for not giving up.

Subject:

FW: Thank you

From: erinn martin <

Sent: Friday, September 2, 2022 3:56 PM
To: John Peterson < JPeterson@winpark.org>

Subject: Thank you

Hi John,

Thank you for your ongoing effort to bring good changes to our community including the restoration of our valued lakefront at Elder and Centennial.

I am writing in advance of the September 9<sup>th</sup> meeting regarding the prospective land swap that would improve the beach front at Centennial and Elder Parks for the benefit of our broader community.

I have followed this project like many others in the community. I know there are always voices that have trouble with change. It would be a shame if we are not able to see through a handful of louder voices, to act on behalf of the desires and interests of the broader community to improve the public park and beach front for the benefit of all.

People like us with busy daily jobs and children simply do not have as much time as the others who have been making loud voices at the meetings. But that does not mean we do not have a voice. Families with young children depend upon our commissioners to push through the necessary changes so we have a working beach for the community at a prime location in Winnetka.

I support the land swap and call for immediate action to improve the elder/centennial beach front . Please vote to submit plans to IDNR and Army Corp.

Thank you for your time, Sincerely, Erinn Martin

Subject:

FW: Elder and Centennial Parks--I vote ves!

From: Laura Neiman <

Sent: Friday, September 2, 2022 3:59 PM

To: WPD Info <wpdinfo@winpark.org>; John Peterson <JPeterson@winpark.org>; Warren James <WJames@winpark.org>;

Christina Codo <CCodo@winpark.org>; Mickey Archambault <MArchambault@winpark.org>; Eric Lussen

<ELussen@winpark.org>; Cynthia Rapp <cyrapp@winpark.org>; Colleen Root <CRoot@winpark.org>; David Seaman

<DSeaman@winpark.org>

Subject: Elder and Centennial Parks--I vote yes!

To the Winnetka Park District Board,

I am reaching out because I grew up in Winnetka and have been following this project for the past several months. I appreciate the hard work of the Board and that you welcome the voices from the community in order to share views on this topic and hope you will hear my voice and vote for the land swap. As someone who spent a substantial amount of time at the beaches and parks in Winnetka throughout my childhood, I sincerely hope to see this project and land swap completed in order to activate the under-utilized beachfront at Centennial and Elder Parks. What a positive, meaningful difference it will make for the Winnetka community.

My request is that you please vote at the Sept. 9<sup>th</sup> meeting to submit plans to IDNR and Army Corp. I fully support the land swap and want a dog beach in perpetuity as part of the long-term plan and it is my sincere hope that you will please vote accordingly.

Respectfully submitted, Laura Neiman

Subject:

FW: Centennial & Elder Beaches

From: Levin, Jack S.

Sent: Friday, September 2, 2022 5:05 PM

To: WPD Info <wpdinfo@winpark.org>; John Peterson <JPeterson@winpark.org>; Warren James <WJames@winpark.org>;

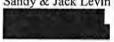
Christina Codo <CCodo@winpark.org>; Mickey Archambault <MArchambault@winpark.org>; Eric Lussen

<ELussen@winpark.org>; Cynthia Rapp <cyrapp@winpark.org>; Colleen Root <CRoot@winpark.org>; David Seaman

<DSeaman@winpark.org>

Subject: Centennial & Elder Beaches

Sandy & Jack Levin



We have been Winnetka residents for 53 years, first in west Winnetka and more recently on the lake.

Sandy served for 7.5 years on the Winnetka School Board, 2 years as President, and then 4 years on the Winnetka Village Council.

Jack served as Parliamentarian of the Winnetka Village Caucus approximately 5 times.

Hence we are thoroughly familiar with the issues in Winnetka.

We feel strongly that the proposed plan for a land swap with a potential new Winnetka resident, which will activate the currently underutilized Centennial/Elder Parks Beach, is an excellent solution and should be approved without further agonizing delay. This drama has continued long enough; it is now time for our able elected officials to make a decision and implement this surprisingly desirable solution.

Further gridlock can only produce undesirable results.

Very truly yours, Sandra S. Levin Jack S. Levin

Jack S. Levin



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Subject:

FW: Current Proposal to Combine Elder & Centennial Beaches

From: Christina Fawcett

Sent: Friday, September 2, 2022 6:59 PM
To: wpdboard <wpdboard@winpark.org>
Cc: John Peterson <JPeterson@winpark.org>

Subject: Current Proposal to Combine Elder & Centennial Beaches

#### Dear WPD Board Members:

We are longtime residents of Winnetka and we are writing to express our opposition to the current proposal to combine Elder & Centennial Beaches. It is clear to us after discussing this proposal with many of our friends and neighbors in Winnetka that this plan is not in the best interest of our town. The original concept of the plan was well-conceived and manifested good intentions by WPD to provide more continuous beachfront for our community. However, the contentious and protracted negotiations that have ensued indicate that the current plan has many flaws and is not in the community's best interest. We don't need to enumerate all of the points of contention here. I think everyone is aware of what they are. The main point is that discussions have gotten way off track and the situation is beyond a place where trust and confidence in this deal can be restored.

We understand that the WPD has a lot of time invested in this project. But that doesn't mean it is still worth pursuing. Sometimes the best decisions are saying "no" when "no" is the right thing to do.

We encourage you to say "no" and leave the current beach configuration the way it is.

Sincerely,

Pete and Christina Fawcett

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Subject:

FW: Elder/Centennial: Land Swap Support (J. Benevides)

From: Julie Benevides <

Sent: Friday, September 2, 2022 7:57 PM
To: Warren James < WJames@winpark.org >
Cc: John Peterson < JPeterson@winpark.org >

Subject: Elder/Centennial: Land Swap Support (J. Benevides)

Hi Warren,

Thank you and the commissioners for your ongoing effort to enhance our community and environment. In particular my greatest thanks to your ongoing efforts around the the restoration of our valued lakefront at Elder and Centennial.

I have a two year old son and my husband and I are incredible supporters of the restoration project. This could be a crowned jewel for Winnetka, the north shore and well...nature.

We are busy with our little man, Harkness daycare and two full time jobs, so our attendance and voice has not been as loud as I feel it could have been. We are now willing and ready to support however you need. We moved to winnetka a year ago, are settled and good \$\mathbb{\text{to}}\$ to \$\mathbb{\text{go}}\$ go!

In advance of the September 9th meeting, I will be there in support. My husband and I have followed the project, even having neighbors grab extra handout papers at prior meetings to keep us updated when we were unable to attend.

Those who are fighting for dogs over people have had their time and say in Winnetka and have made their choices that have led us here. Not that the "old way" is wrong, but we now have to clean up an environmental mess that was left in the path. This restoration will build a better future for our families and environment.

I support the land swap and call for immediate action to improve Elder/Centennial beach front. Please do vote to submit plans to IDNR and Army Corp.

Quite frankly, I can't believe we're debating this.

Thanks for your time, Sincerely,

Julie Benevides

Subject:

FW: Centennial and Elder Park Unification

From: Mickey Jiang < > Sent: Saturday, September 3, 2022 7:54 AM

To: WPD Info <wpdinfo@winpark.org>; John Peterson <JPeterson@winpark.org>; Warren James <WJames@winpark.org>;

Christina Codo <CCodo@winpark.org>; Mickey Archambault <MArchambault@winpark.org>; Eric Lussen

<ELussen@winpark.org>; Cynthia Rapp <cyrapp@winpark.org>; Colleen Root <CRoot@winpark.org>; David Seaman

<DSeaman@winpark.org>

Subject: Centennial and Elder Park Unification

WPD Board – I have followed this project for many months and am deeply concerned with the lack of progress. I would like this project and land swap to be <u>completed</u> to activate the under-utilized beach front at Centennial and Elder Parks. I appreciate the work that the Board has accomplished and their willingness to engage the entire community on the matter, but I hope that we can put this to rest and please vote at the 9/8 meeting to submit plans to IDNR and the Army Corp.

Again, I support the land swap and want a dog beach in perpetuity as part of the long-term plan. Enough is enough, please act on our behalf and vote in favor of this plan.

Thank you, Mickey



Subject:

FW: Unification of Elder and Centennial Park

From: Jeremy Shull < Sent: Saturday, September 3, 2022 11:43 AM

To: Christina Codo <CCodo@winpark.org>; David Seaman <DSeaman@winpark.org>; Cynthia Rapp <cyrapp@winpark.org>; Colleen Root <CRoot@winpark.org>; WPD Info <wpdinfo@winpark.org>; Mickey Archambault

<MArchambault@winpark.org>; Eric Lussen <ELussen@winpark.org>; Warren James <WJames@winpark.org>; John

Peterson < JPeterson@winpark.org>

Subject: Unification of Elder and Centennial Park

WPD Board -

Thank you for your service and work on this!

I have followed this project the last several months. This project should go through. Our family would like the land swap completed to promote **usage** of the under-utilized beach front at Centennial and Elder.

Please vote at the Sept. 9th meeting to submit plans to IDNR and Army Corp.

I support the land swap and want a dog beach in perpetuity as part of the long-term plan.

Sincerely,

Jeremy Shull

Subject:

FW: Letter of support for unified Centennial and Elder Park/Beaches

From: Kapil Chaudhary <

Sent: Saturday, September 3, 2022 4:09 PM

To: WPD Info <wpdinfo@winpark.org>; John Peterson <JPeterson@winpark.org>; Warren James <WJames@winpark.org>;

Christina Codo <CCodo@winpark.org>; Mickey Archambault <MArchambault@winpark.org>; Eric Lussen

<ELussen@winpark.org>; Cynthia Rapp <cyrapp@winpark.org>; Colleen Root <CRoot@winpark.org>; David Seaman

<DSeaman@winpark.org>

Subject: Letter of support for unified Centennial and Elder Park/Beaches

Dear Winnetka Park District Commissioners,

I am writing to communicate my support for the plan to unify Centennial and Elder Park/Beaches.

I'm a small business owner that works actively with and for residents of the North Shore community, Winnetka in particular, and have been following this project actively for the last few months.

My team, along with my family and I, would love to see this project and land swap completed so all in the community can enjoy the proposed combined beach front at Centennial and Elder Parks.

To confirm, I support the long-term plan with the land swap and dog beach.

I appreciate all of the time and deliberation that board has spent on this. Thank you for engaging the community's feedback and providing a significant amount of time for all to participate and provide their input.

Since that has been done, I'm kindly requesting that you please vote at the upcoming meeting on September 8th to submit the plans to IDNR and Army Corp in support of the views of the majority of the community.

Thank you again for all of your work and efforts on this plan to continue to enhance the great Winnetka community.

Thanks - Kapil

Kapil Chaudhary,

Subject:

FW: Unification of Centennial and Elder Park

From: Zach Goldstein <
Sent: Sunday, September 4, 2022 8:57 AM

To: WPD Info <wpdinfo@winpark.org>; John Peterson <JPeterson@winpark.org>; Warren James <WJames@winpark.org>; Christina Codo <CCodo@winpark.org>; Mickey Archambault <MArchambault@winpark.org>; Eric Lussen

<ELussen@winpark.org>; Cynthia Rapp <cyrapp@winpark.org>; Colleen Root <CRoot@winpark.org>; David Seaman

<DSeaman@winpark.org>

Subject: Unification of Centennial and Elder Park

Hello Commissioners of Winnetka Park District,

My name is Zach, and I'm reaching out in regards to the unification of Centennial and Elder Park. I've been following this matter for the last few months. I grew up in the northern suburbs, frequenting this area often.

My family and I really want this project and land swap completed to activate the under-utilized beach front. We think it would revitalize the area and make it an even more desirable place to spend time.

I'd greatly appreciate if we can vote at the upcoming meeting on September 8th so we can submit the plans and work towards putting this into action. I understand and appreciate the need to have heard and vetted all sides, but I believe the time has come to move forward with a vote.

Thank you all for your hard work and willingness to hear all sides of this topic.

Best, Zach

Zach Goldstein

Subject:

FW: Keep Centennial Park as it is.

From: Anne Seidenberg <

Sent: Sunday, September 4, 2022 12:36 PM

To: wpdboard <wpdboard@winpark.org>; Warren James <WJames@winpark.org>; Mickey Archambault <MArchambault@winpark.org>; Christina Codo <CCodo@winpark.org>; Eric Lussen <ELussen@winpark.org>; Cynthia Rapp <cyrapp@winpark.org>; Colleen Root <CRoot@winpark.org>; David Seaman <DSeaman@winpark.org>

Cc: John Peterson < JPeterson@winpark.org>

Subject: Keep Centennial Park as it is.

To the Winnetka Park District Board: I am writing as a long time resident of Winnetka. Please do not make a deal with the private owner. Do not sell or trade park district land. Open Elder Beach and make the necessary repairs without the expensive and unnecessary large stones. I love the Winnetka beaches and hope that you will keep them as they have been for years. Thank you very much, Anne Seidenberg

Subject:

FW: Please reconsider the Elder Lane Beach development and as responsible officials: put it to a referendum

From: John Sarkett <

Sent: Monday, September 5, 2022 1:26 PM

To: wpdboard <wpdboard@winpark.org>; Warren James <WJames@winpark.org>; Christina Codo <CCodo@winpark.org>; Mickey Archambault <MArchambault@winpark.org>; Eric Lussen <ELussen@winpark.org>; Cynthia Rapp <cyrapp@winpark.org>; Colleen Root <CRoot@winpark.org>; David Seaman <DSeaman@winpark.org>
Cc: John Peterson <JPeterson@winpark.org>

Subject: Please reconsider the Elder Lane Beach development and as responsible officials: put it to a referendum

### Dear officials,

I am taking a break from holiday festivities to write about a very serious matter, the Elder Beach "Wall." I am a 42-year resident of the Village and care deeply about what happens here. The Wall is a very very bad idea, financially, environmentally, and every other way.

To quote a friend of mine as follows, to which I surely agree:

It is bad for the beach, bad for the parks, bad for the budget, bad for the environment, bad for good governance and bad for Winnetka taxpayers.

## Quoting further:

The Winnetka Park Board of Commissioners wants to spend a minimum of \$12.6 million, money we don't have, to fix Elder/Centennial, when they can do the job for less than \$5 million. To put it into perspective: only \$5M was spent to completely renovate Lloyd Beach.

This cost differential is driven by the construction of large, expensive, unnatural and unsightly stone breakwaters of questionable utility on both the north and south ends of the proposed beachfront. We don't need additional shoreline protection. Elder and Centennial beaches, under water in January due to record high lake levels, were fully and naturally restored by June.

Nor does Winnetka need more beaches beyond fixing and opening Elder Lane. Our current beaches (Tower, Lloyd and Maple) are underutilized and under-staffed. When Elder Lane is added, we will have more than enough beachfront to serve the current and future needs of Winnetka residents. Centennial Park and beach should not be touched beyond restoring the bluff. This saves taxpayer dollars and preserves the tranquility of Centennial Park and beach for future generations.

What needs to happen now?

 Terminate the Swap Agreement. It is loaded with hidden costs and obligations that only serve the privacy interests of

# a private landowner.

- Fix and open Elder Lane beach.
- Protect and restore the bluffs.
- Keep Centennial Green.
- Put any spending plan of this magnitude to a **referendum**. D36 does it, why doesn't the Park District? Has the WPD even considered that D36 is going to referendum this year and at the same time our property tax assessments are through the roof? D36 did their homework, informed the public, and is going to referendum to ensure the public is on board. Let the Park Board know you expect the same accountability from them. Spending 3 times what is necessary is unacceptable if not done without a vote.

By cc I am asking John Peterson to put this in the public record.

Sincerely,



Subject:

FW: Support for Elder Beach Project

From: Brad Morehead <

Sent: Tuesday, September 6, 2022 7:58 AM

Cc: David Seaman <DSeaman@winpark.org>; John Peterson <JPeterson@winpark.org>; Warren James <WJames@winpark.org>; Christina Codo <CCodo@winpark.org>; Mickey Archambault <MArchambault@winpark.org>; Eric Lussen <ELussen@winpark.org>; Cynthia Rapp <cyrapp@winpark.org>; Colleen Root <CRoot@winpark.org> Subject: Support for Elder Beach Project

WPD Board,

I'm a Winnetka resident and I'm writing to ask you to support and pass the Elder Beach unification project. I've heard from so many people in the community about their support of it. I have football practice there tomorrow night and I'm sure I'll hear from even more others at pickup and drop off at that time for their support of it. Even from dissenters, I recall hearing many people say I love this project, but I don't like the louvers. Now the louvers are gone and this would appear to be an even better project for the vast majority of the community.

I have personally had a conversation with at least 50 people representing 200+ people in their families about their support for this project. And I've only had 2 people that I've spoken to that have said they never want the project. At least 25:1 odds in support of it from real people (not just people posting online).

And if you go to the park, you can see why...It's an odd park to have an unused house in the middle of it. Even when my kids would have track practice there, it was always odd that only half of the park would really be usable at any given time.

This plan helps achieve the long-term vision of the park district in a unique way.

I hope that you will consider this proposal and create the park that our children, sports teams and the WPD's 2030 team want.

Brad Morehead

Subject:

FW: please vote for land swap

From: Heather Pfeffer <

Sent: Tuesday, September 6, 2022 10:05 AM

To: WPD Info <wpdinfo@winpark.org>; John Peterson <JPeterson@winpark.org>; Warren James <WJames@winpark.org>;

Christina Codo <CCodo@winpark.org>; Mickey Archambault <MArchambault@winpark.org>; Eric Lussen

<ELussen@winpark.org>; Cynthia Rapp <cyrapp@winpark.org>; Colleen Root <CRoot@winpark.org>; David Seaman

<DSeaman@winpark.org>

Subject: please vote for land swap

Dear Winnetka Park District Commissioners

I have written on a few other occasions to voice my support for the Centennial and Elder Beach Unification Project/land swap. I am again writing in support of the proposed land swap as I am unable to make the meeting this week.

My family moved to Winnetka for a few reasons, two of which were the beautiful and accessible beaches in addition to the idea that Winnetka is a community that does what is best for its residents. While I appreciate that everyone is entitled to his/her opinion, I am disappointed in the people who have continually opposed this land swap without putting forward any alternative plan. Contrary to what I thought Winnetka stood for, it seems that this section of the community is stead fast in keeping things status quo, without any regard to how we can continue to improve our Village. My family and I are in complete support of this land swap, and we feel that the proposed dog beach and unified park is in the best interest of the Community. Without such action, the beach will continue to erode and Winnetka will continue to lose something that makes it unique — its lakefront.

I appreciate that you have a tough job in this instance and have put a lot of time and effort into doing what is right for Winnetka and its residents. I urge you to move forward with this land swap, as I truly believe it is in the best interest of Winnetka's residents – both current and future.

Thank you for your consideration.

Heather Pfeffer

Subject:

FW: Centennial and Elder Park

From: Liss, Jeremy S. < > > Sent: Tuesday, September 6, 2022 12:17 PM

To: WPD Info <wpdinfo@winpark.org>; John Peterson <JPeterson@winpark.org>; Warren James <WJames@winpark.org>;

Christina Codo <CCodo@winpark.org>; Mickey Archambault <MArchambault@winpark.org>; Eric Lussen

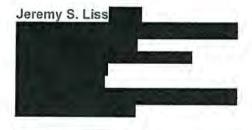
<ELussen@winpark.org>; Cynthia Rapp <cyrapp@winpark.org>; Colleen Root <CRoot@winpark.org>; David Seaman

<DSeaman@winpark.org>

Subject: Centennial and Elder Park

I have been following the situation concerning Centennial and Elder Park. I want to voice my support of the unification of the beach. This seems like a material benefit for the community, and will create a beautiful and thriving recreation area for the community and my family. I appreciate all the work you've done related to the project, and believe that the time to act and move forward is now. Please vote in favor of the plans and move it forward with haste.

Thank you,



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John Peterson Subject:	FW: Sept 9th Meeting
To: WPD Info <wpdin Christina Codo <ccod< td=""><td></td></ccod<></wpdin 	
Dear Winnetka Park D	District Commissioners,
My wife and I have ra and Elder Park Beache	ised our family on the North Shore for over a decade and we live less than a mile from the Centennial es. I wanted to reach out to provide our support of the unification of Centennial and Elder Park.
As an avid user of the generation" opportunenjoy for generations	parks in our community, our family is heavily invested in this project and we view this as a "once in a ity to unify these two parks/beaches and create an amazing park and beachfront for our community t to come.
	work of your team and I wanted to provide our full fledged support of this project and taking the next ans to IDNR and Army Corp.
I'm, unfortunately, un this project.	able to attend the meeting on the 9th, but wanted to send this email to voice our family's support of
Please feel free to rea	ch me at the coordinates below should you want to further discuss.
Best,	
Peter	
PETER C. LEE	
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Subject:	FW: WPD
To: WPD Info <wpdir Christina Codo <ccod< td=""><td>mber 6, 2022 2:31 PM Ifo@winpark.org&gt;; John Peterson <jpeterson@winpark.org>; Warren James <wjames@winpark.org>; do@winpark.org&gt;; Mickey Archambault <marchambault@winpark.org>; Eric Lussen org&gt;; Cynthia Rapp <cyrapp@winpark.org>; Colleen Root <croot@winpark.org>; David Seaman</croot@winpark.org></cyrapp@winpark.org></marchambault@winpark.org></wjames@winpark.org></jpeterson@winpark.org></td></ccod<></wpdir 	mber 6, 2022 2:31 PM Ifo@winpark.org>; John Peterson <jpeterson@winpark.org>; Warren James <wjames@winpark.org>; do@winpark.org&gt;; Mickey Archambault <marchambault@winpark.org>; Eric Lussen org&gt;; Cynthia Rapp <cyrapp@winpark.org>; Colleen Root <croot@winpark.org>; David Seaman</croot@winpark.org></cyrapp@winpark.org></marchambault@winpark.org></wjames@winpark.org></jpeterson@winpark.org>
All –	
want this project and	nd often frequent the beaches of Winnetka. In speaking with my wife and children about the project, we land swap completed to activate the under-utilized beach front at Centennial and Elder Parks. This is to enjoy the lake front. Further, we believe the dog park will improve the use of the property for us ar
Please vote at the Se	9 8 <sup>th</sup> meeting to submit plans to IDNR and Army Corp.
Thank you!	
Mark Kramer	
Mark Kramer	
	ential and subject to important disclaimers and conditions, including those regarding privilege and certain legal entity disclaimers, available at a variable at privilege.

Subject:

FW: Request for Action - Winnetka Park District - Meeting Thursday Sept. 8

From: Peter Dannecker <

Sent: Tuesday, September 6, 2022 3:38 PM

To: WPD Info <wpdinfo@winpark.org>; John Peterson <JPeterson@winpark.org>; Warren James <WJames@winpark.org>;

Christina Codo <CCodo@winpark.org>; Mickey Archambault <MArchambault@winpark.org>; Eric Lussen

<ELussen@winpark.org>; Cynthia Rapp <cyrapp@winpark.org>; Colleen Root <CRoot@winpark.org>; David Seaman

<DSeaman@winpark.org>

Subject: [Possible spam] Request for Action - Winnetka Park District - Meeting Thursday Sept. 8

Winnetka Park District,

I am unable to attend the meeting later this week so I am writing to let you know that I am in support of the proposed plans to unify Centennial and Elder park. I have written to show my support over the previous months and appreciate all the time and effort everyone has put into this so far! Opportunities like this are rare and as such I believe the time is now to vote in support of this proposal. I trust that the board will submit the plans that they feel are best for the community to ultimately get this project across the finish line!

Regards, Peter Dannecker

Subject:

FW: Unification of Centennial and Elder Park

From: Sam <

Sent: Tuesday, September 6, 2022 6:53 PM

To: WPD Info <wpdinfo@winpark.org>; John Peterson <JPeterson@winpark.org>; Warren James <WJames@winpark.org>;

Christina Codo <CCodo@winpark.org>; Mickey Archambault <MArchambault@winpark.org>; Eric Lussen

<ELussen@winpark.org>; Cynthia Rapp <cyrapp@winpark.org>; Colleen Root <CRoot@winpark.org>; David Seaman

<DSeaman@winpark.org>

Subject: Unification of Centennial and Elder Park

Winnetka Park District Commissioners,

I am a long time Chicagoan and have been tracking this project for the last several months. After following the details associated with this project, I really want the unification of Centennial and Elder Park to occur in order to make use of the under-utilized beach front. The last handful of months have largely been consumed by the back and forth plans for this project, and I appreciate the hard work and dedication from the board to allow the whole community to play a part in it.

Please vote at the September 8th meeting to submit the plans to IDNR and Army Corp. While submitting plans is not the finale, there is still time for the public's voice to be heard, so let's get moving. I support the land swap and want a dog beach as part of the long term outlook for Winnetka. The public has been heard, you have been elected to act on behalf of the citizens, so let's make it happen.

Best, Sam

Sam Ross

Subject:

FW: Centennial and Elder Park/Beaches

From: Erin Fauber < > Sent: Tuesday, September 6, 2022 7:43 PM

To: WPD Info <wpdinfo@winpark.org>; John Peterson <JPeterson@winpark.org>; Warren James <WJames@winpark.org>; Christina Codo <CCodo@winpark.org>; Mickey Archambault <MArchambault@winpark.org>; Eric Lussen

<ELussen@winpark.org>; Cynthia Rapp <cyrapp@winpark.org>; Colleen Root <CRoot@winpark.org>; David Seaman

<DSeaman@winpark.org>

Subject: Centennial and Elder Park/Beaches

Dear Winnetka Park District Commissioners,

I have been following the park unification project and am writing today to ask you to vote yes on Thursday in support of the land swap and unification project. I have lived in Chicago for 30 years and have spent a lot of time at beaches along the North Shore and Chicago and the proposed beach would be a fantastic addition to the community. There are no beaches in the area that compare to the plan that includes the pedestrian walk, swimming, kayaking/paddle boards and a dog beach. The design is stunning and is an opportunity to transform these beaches into one spectacular beach for the community (and Fido) to enjoy.

Thank you for your time, consideration and your service to the community.

Best regards,

Erin Fauber

Subject:

FW: Unified Centennial and Elder Park

From: Jeffrey Kaplan <

Sent: Wednesday, September 7, 2022 12:45 PM

To: WPD Info <wpdinfo@winpark.org>; John Peterson <JPeterson@winpark.org>; Warren James <WJames@winpark.org>; Christina Codo <CCodo@winpark.org>; Mickey Archambault <MArchambault@winpark.org>; Eric Lussen

<ELussen@winpark.org>; Cynthia Rapp <cyrapp@winpark.org>; Colleen Root <CRoot@winpark.org>; David Seaman

<DSeaman@winpark.org>

Subject: Unified Centennial and Elder Park

#### Winnetka Park District Commissioners:

First, I'd like to thank you for your service to our community. You have really done a fantastic job of making Winnetka one of the most attractive and desirable places in the world to live. I'm writing in particular about the Centennial/Elder Park proposal. I am currently in the process of looking at real estate in Winnetka in anticipation of a move so have been very focused on this potential project. I think this project/land swap (including the new proposed dog beach) would be such an amazing thing for the community and everybody I have spoken with is incredibly supportive of the project. It is one of the things my family and I look forward to most as we think about moving to Winnetka. Thank you.

Jeff Kaplan

Subject:

FW: Centennial and Elder Parks

From: David Stults <

Sent: Wednesday, September 7, 2022 10:58 PM

To: WPD Info <wpdinfo@winpark.org>; John Peterson <JPeterson@winpark.org>; Warren James <WJames@winpark.org>;

Christina Codo <CCodo@winpark.org>; Mickey Archambault <MArchambault@winpark.org>; Eric Lussen

<ELussen@winpark.org>; Cynthia Rapp <cyrapp@winpark.org>; Colleen Root <CRoot@winpark.org>; David Seaman

<DSeaman@winpark.org>

Subject: Centennial and Elder Parks

Dear Winnetka Park District Commissioners, I am a current resident of Winnetka and have been paying attention to the ongoing discussion regarding the land swap for Centennial and Elder Parks. I also grew up in Wilmette and have fond memories of enjoying both of these parks and Winnetka's beautiful lakefront as a kid. Now that I live in Winnetka as an adult with four small children, the public parks and the use of the lakefront is especially important to me and my family. I am writing to voice my strong support for your vote to complete the land swap in order to maximize the potential for these parks and the combined lakefront for the public. I believe that completing this project would serve the residents well and prove to be a long-term asset for the Village. It makes sense to see this through. I appreciate the need to hear all voices in the community and come to a mutually agreeable solution. At this point it sounds like all opinions have been heard and taken into account, and so please vote at the upcoming meeting to submit the plans in order to move this project forward. I understand this is not final and there are further steps to the process. Thank you for your time and consideration and I think we have a great opportunity to make a lasting improvement to a very important shared space for everyone.

Regards, Dave Stults

# John Peterson

Subject:

FW: Elder / Centennial & Shabica

From: Rebecca Ferguson <

Sent: Thursday, September 8, 2022 9:40 AM

**To:** Warren James <WJames@winpark.org>; Christina Codo <CCodo@winpark.org>; Mickey Archambault <MArchambault@winpark.org>; Eric Lussen <ELussen@winpark.org>; Cynthia Rapp <cyrapp@winpark.org>; Colleen Root <CRoot@winpark.org>; David Seaman <DSeaman@winpark.org>; John Peterson <JPeterson@winpark.org>

Subject: Elder / Centennial & Shabica

Hello All,

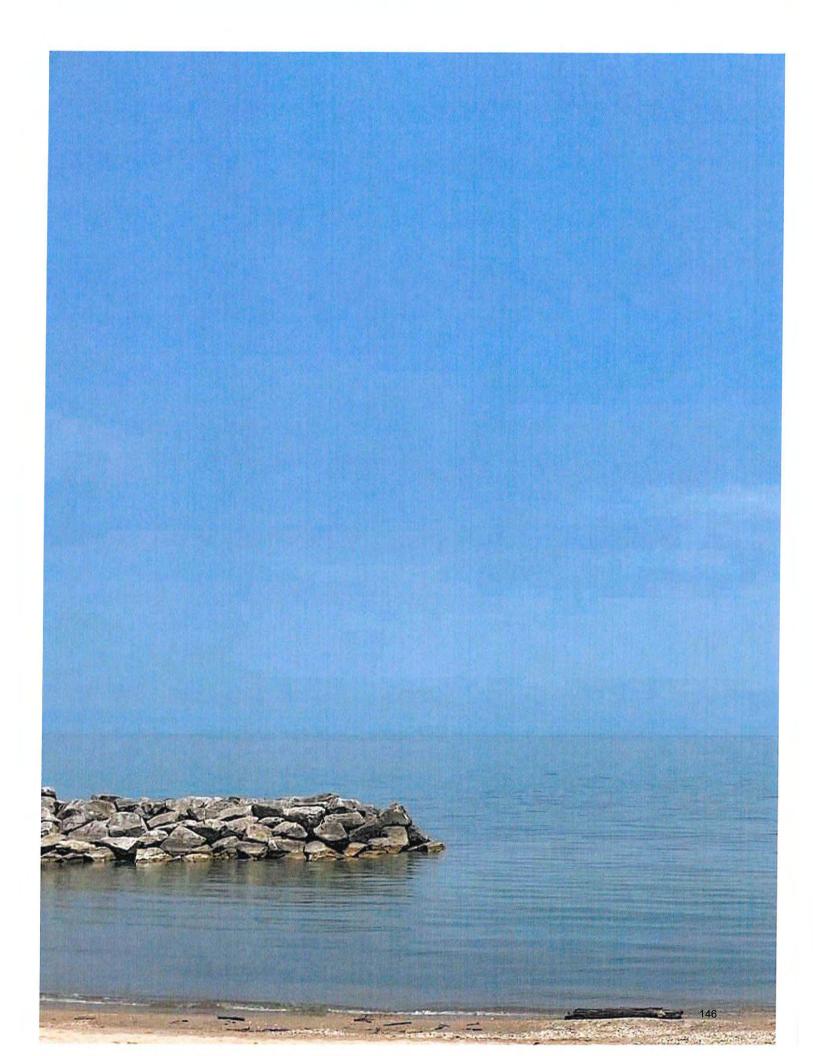
Just a quick note to thank you again for all of your work on the Elder / Centennial Beach project.

I'm unable to make the meeting tonight but wanted to share a few of my thoughts.

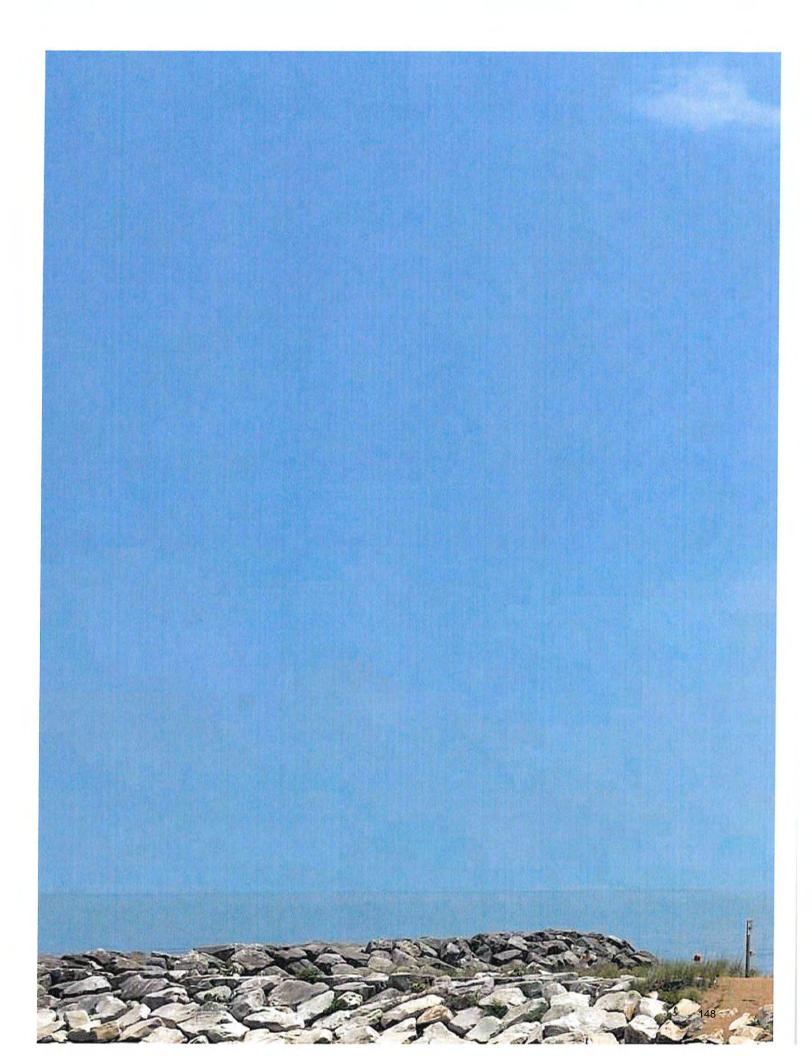
I went to Highland park's Rosewood beach - as per the recommended homework - earlier this summer.

And I have to say, every time it's brought up as an example, it's hard to sit back and listen.

It's shallow pools felt manmade, uninviting and quite honestly embarrassing.



There are stagnant areas that can't even be used and the whole beach feels hot, stark and bland



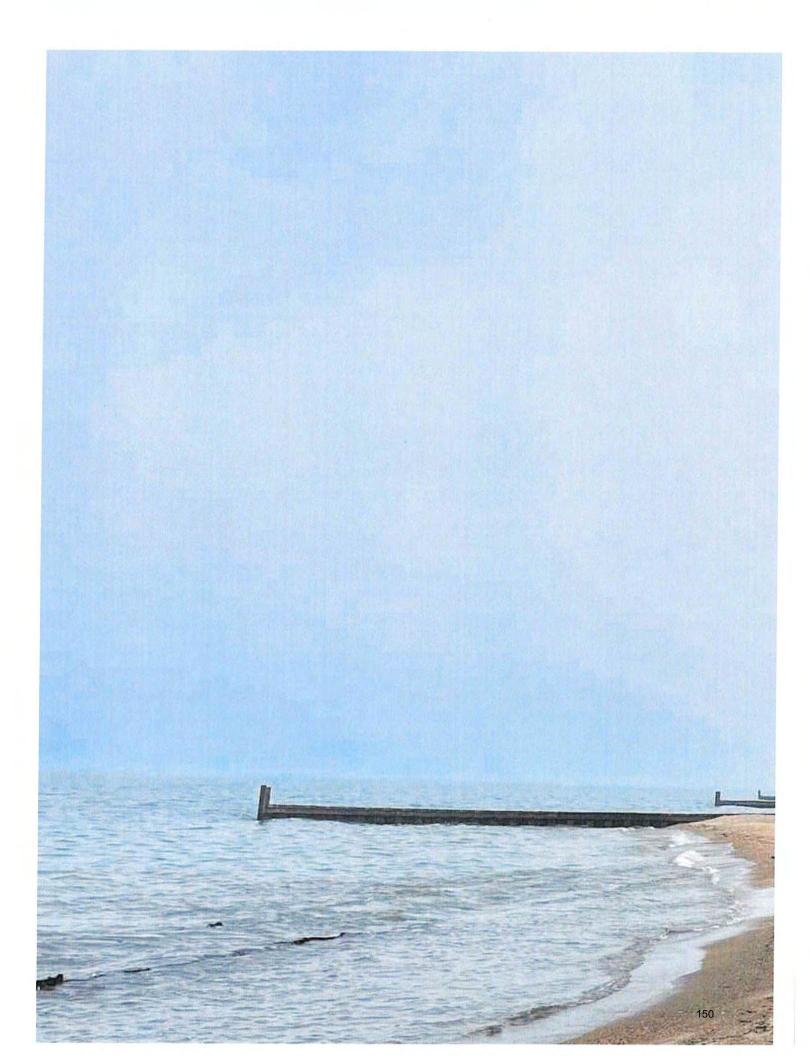
Shabica seems prone to making these errors in judgement (rocks at Lloyd are admittedly much too high and arguably too much sand was brought in)

It also seems that their idea of the highly requested "less is more" plan is just removing some of the massive amount of boulders (which is a bit insulting)

I don't think plucking off some of the boulders is the spirit behind less is more, at all.

I, and many others I know, fully support interviewing other beach architects and inviting them to come up with a more creative plan that feels more in tune with nature and more in keeping with current environmentally friendly thinking.

We have never once gone back to Rosewood beach, but we have 5 times already this summer gone back to the beautiful, untouched by Shabica, Ravine beach, also in highland park.



Thank you so much to everyone and I hope the discussions continue in a positive way that can achieve the greatest good at a reasonable price.

Let's definitely not pave paradise with boulders. We can do better!

Rebecca

#### John Peterson

Subject:

FW: Elder Park Beach

From: Joshua Burnside <

Sent: Thursday, September 8, 2022 3:26 PM

To: WPD Info <wpdinfo@winpark.org>; John Peterson <JPeterson@winpark.org>; Warren James <WJames@winpark.org>;

Christina Codo <CCodo@winpark.org>; Mickey Archambault <MArchambault@winpark.org>; Eric Lussen

<ELussen@winpark.org>; Cynthia Rapp <cyrapp@winpark.org>; Colleen Root <CRoot@winpark.org>; David Seaman

<DSeaman@winpark.org>
Subject: Elder Park Beach

Dear Winnetka Park District Commissioners:

I'm writing you today questioning the delays regarding the Centennial and Elder Beach land swap/waterfront project. It's been months of negotiations and revisions to the project, all concessions coming from the side that wants to improve the land, and we still seem to be concerned with the 5% of people are unwilling to compromise at all. I run by this park 3 days a week, I've taken note of how many people are actually utilizing the park when I go by, I have yet to see more than 7 people there at any time. My point? This project has the chance to make our waterfront an enjoyable experience that brings families together, a place that people want to go and a source of pride for the Winnetka community. As of right now it's a place where people go so their dogs can do their business. I understand that change may upset the vocal minority, but up until now they have been unwilling to compromise and seem set to stand in the way of bettering our community. Your decision is going to anger certain residents regardless of what you decide, both for or against. This is a great opportunity and we're lucky someone wants to do this deal, it's time to begin the project now before it's too late.

Josh Burnside

#### Robert A. Schriesheim



#### Thursday, September 1, 2022

#### Winnetka Park District Commissioners

Mr. Warren James, President wjames@winpark.org

Ms. Christina Codo, Vice President ccodo@winpark.org

Mr. Mickey Archambault, Commissioner marchambault@winpark.org

Mr. Eric Lussen, Commissioner elussen@winpark.org

Ms. Cynthia Rapp, Commissioner cyrapp@winpark.org

Ms. Colleen Root, Commissioner croot@winpark.org

Mr. David Seaman, Commissioner dseaman@winpark.org

#### **Executive Director**

Mr. John Peterson jpeterson@winpark.org

Dear Winnetka Park District Commissioners and Mr. Peterson:

I write in opposition to any form of contemplated land swap involving the Centennial Park Parcel owned by the Winnetka Park District ("WPD") in exchange for the privately owned 261 Sheridan Road property.

#### 1. Summary

The contemplated property swap in which WPD would convey the southernmost 70' part of Centennial Park ("Centennial Parcel") in exchange for the property at 261 Sheridan Road ("261 Sheridan") is an ill-conceived agreement that will result in the loss of uniquely beautiful lake front park land. The Centennial Parcel is a scarce, trophy-like asset enjoyed by the public for decades. Yet, the negotiation process underlying the contemplated swap, including an inappropriately broad degree of confidentiality and the associated misleading nature of public communications, has served to promote the interests of a private citizen over that of the public.

Qualitatively, all things being equal, the objective of consolidating the Elder/Centennial beaches may be a reasonable objective. However, all things are far from equal — and Winnetka is on the losing side of the bargain in the contemplated property swap. More specifically, *first*, the contemplated transaction is a violation of the Public Trust Doctrine as under controlling precedent, *Lake Michigan Federations V United States of Army Corps of Engineers* [No. 90 C 2809 (742 F. Supp. 441, 31 ERC 1860) (N.D. III. June 22, 1990)]. *Second*, the agreement does not meet the criteria in ILCS 1205/10-7(b) which requires any substitute property (i) be of substantially greater or equal value to the property conveyed and (ii) be substantially equal or greater suitability for park purposes *without additional cost to the district*. *Third*, the property exchange agreement is no longer in existence since it has lapsed. *Fourth*, the process undertaken with the private citizen has been cloaked in an inappropriately broad layer of confidentiality preventing the required transparency to the public regarding decisions related to public park lands. *Fifth*, the appraisals

completed in the August to October 2020 timeframe in connection with the contemplated swap are clearly outdated and have inherent conflicts and biases. The appraisals seem to have been done with an intent to facilitate the transaction by employing a narrow framework contrived to support a desired outcome having the effect of colluding with the private citizen at the expense of the public. Stated another way: what would Winnetka have to pay to acquire a parcel of pristine green space, a trophy-like property, equivalent in all respects to the Centennial Parcel with a location on the lakefront and beach access? [Note that attached to this letter as Exhibit A are observations and comments on the appraisals and appraisal process as well as summary analytics.]

The Elder/Centennial beach conditions need to be addressed, and particularly Elder which is in urgent need of remediation having been closed for three years. However, there is no legitimate and intellectually honest argument to be made that the benefits of consolidating the beaches, as contemplated in the expired October 10, 2020 swap agreement (and as accompanied by egregious demands contained in the unsigned master Agreement), outweigh the loss of the benefit to the public resulting from divestment of the Centennial Parcel. The Centennial Parcel is a unique, scarce and trophy green space asset owned in trust by WPD for the benefit of the public. How could divestment be consistent with WPD's original intent, and referendum, approving the purchase of Centennial Park in 1969 and its ascension to official parkland/natural area status? It certainly is not consistent with the mission of the WPD (and the Village of Winnetka) to preserve and expand open space while protecting the Village's natural features. Further, there is no factual evidence of any shortage of beachfront for the community (which seems to be one of the reasons given for pursuing a beach consolidation). However, there is persuasive factual evidence in a recent petition showing that a substantial majority of Winnetka taxpayers strongly oppose the contemplated swap. In addition, the Winnetka Caucus Survey similarly demonstrated overwhelmingly negative reaction to the property swap.

The contemplated property swap should be abandoned (or at the very least any such plans should be submitted to the public by referendum). The WPD should design a plan that (a) immediately remediates, enhances and reopens Elder Beach and (b) subsequently enhances and beautifies Centennial Beach. Any specific plan, or plan scenarios, (including the consideration of environmentally invasive, unnecessary, unsafe and costly stone breakwaters) should be made available to the public for their consideration and feedback along with all cost information.

#### 1. Qualitative Perspective:

Aspiring to combine Elder/Centennial beaches is a reasonable strategic objective. All things being equal, most people would either be in support of, or certainly not object to, such an outcome. My immediate family has lived in Winnetka for nearly thirty years and we have been enthusiastic supporters of our beach front. We raised four children, three of whom worked as WPD beach lifeguards, and have had three dogs who actively enjoyed the permitted dog beaches. We also look forward to the WPD remediating and reopening Elder Beach, now closed for three years, while also continuing to beautify and enhance our lake front including expanding access for our entire community and, importantly, addressing ADA access. However, none of these efforts should be effectuated through diminishing the amount of open green space park lands, e.g., divesting the Centennial Parcel, especially given that the mission of WPD is to expand park district property.

Centennial is a unique piece of property — and the southernmost 70' parcel is unparalleled in any of Winnetka's other parks as far as contiguous open space as well as breathless and expansive views. While it may be subjective to say the parcel is the most beautiful park land parcel in Winnetka, it is not subjective to say that the Centennial Parcel clearly meets anybody's definition of a "scarce" or "trophy" asset as a resource for the benefit of the public which is deserving of a premium. Interestingly, I note that one of the Village's community goals as stated as part of a 2020 vision for Winnetka is to "preserve or expand the quantity, quality and distribution of open space and recreational opportunities. Protect the Village's natural features and environmental resources."

Winnetka has two swimming beaches at Tower Road and Maple Street as well as a third beach for boating and relaxation at Lloyd. There is no shortage of beach front nor is there over capacity at the existing beaches. Actually, we have days during which we cannot appropriately staff lifeguards or attendants. The population of Winnetka has remained very constant since 2000 at about 12,100 to 12,400, hence it would be relevant to understand if there has been a large variance in beach attendance or demand other than perhaps being impacted by COVID which may have resulted in increased usage by Winnetka residents and non-residents alike.

# 2. The contemplated property swap is in violation of the Public Trust Doctrine (and the appraisals and the appraisal process is/are flawed)

The contemplated swap runs counter to U.S. Federal District Court Judge Michael Aspen's ruling in <u>Lake Michigan Federations V United States of Army Corps of Engineers</u> [No. 90 C 2809 (742 F. Supp. 441, 31 ERC 1860) (N.D. III. June 22, 1990)]. This is the definitive, on point case on the Public Trust Doctrine. It is directly germane to the contemplated swap. In his ruling, Judge Aspen declares in pertinent part:

The court finds that the conveyance of lakebed property by the state legislature to a university for campus expansion violates the public trust doctrine. The Illinois Legislature conveyed nearly 20 acres of lakebed to Loyola University of Chicago for a campus expansion plan, which included unrestricted public access to certain areas of the lakefill. The court finds that while the project had some aspects that were beneficial to the public, the primary purpose of the grant was to satisfy a private interest. The court finds that the power to control public access to the property given to Loyola violates the public trust doctrine, and the legislative determination that the lakefill would serve the public does not preclude the finding.

In addition, and per Illinois Park District Code [70 ILCS 1205/10-7(b), which WPD must satisfy, provides that: "Any district owning any real estate is authorized to convey the property to a non-governmental entity in exchange for other real property of substantially equal or greater value as determined by 2 appraisals. The substitute property must also be of substantially or greater suitability for park purposes without additional cost to the district. Prior to such exchange with a non-governmental entity, the board must hold a public meeting in order to consider the proposed conveyance. Notice of the meeting...."

First, WPD and the private citizen's appraisal appears to have been contrived to arrive at a desired outcome to minimize the value of the Centennial Parcel while maximizing the value of 261 Sheridan. The outdated appraisals are 2 years stale. In addition, they contain inaccuracies, make "extraordinary" assumptions relying on third parties or other appraisals, and fail to consider the "scarce" or "trophy" asset

quality and nature of the Centennial Parcel. Also of note, one appraiser completed an appraisal of both 261 Sheridan and the Centennial Parcel, being on both sides of the transaction while including language noting that the appraisals were being done in connection with and support of a property swap and donation with what appears to have been predetermined "approximate" values.

Secondly, the appraisals employ a very narrowly defined view or perspective of "value" not consistent with the obligation or intent of ILCS 1205/10-7(b) to ensure that any substitute property is "of substantially or greater suitability for park purposes without additional cost to the district". In the approval of Ordinance 580 on September 30, 2020 the WPD indicated in "Section 2 - Park Board Findings" that the substitute property at 261 Sheridan was of substantially greater value and substantially greater suitability for park purposes without additional cost. While WPD has appraisals indicating that the value of 261 Sheridan is "greater", such appraisals are highly suspect. Other than conclusory statements, nowhere has WPD provided evidence for why the substitute property at 261 Sheridan is of greater suitability for park purposes nor has it shown how it will NOT result in additional cost. In fact, to make the property at 261 Sheridan even close to equal suitability, it would require at the very least demolishing the structure at 261 Sheridan (which is an additional cost). In addition, any costs incurred to date associated with the contemplated swap would need to be included as would any future costs incurred in connection with the contemplated swap (including costs associated with meeting any demands by the private citizen). It would seem that the findings in this section of Ordinance 580 have no basis in fact and are easily challenged. Finally, in considering the appropriate value framework, one needs to ask: what would Winnetka have to pay to acquire a parcel of green space, clearly a trophy-like property, equivalent in all respects to the Centennial Parcel with a location on the lakefront and beach access?

#### 3. The property exchange agreement was illegal and is no longer in existence.

The property swap agreement executed as of October 10, 2020 is illegal under the Public Trust Doctrine and counter to the 2 stipulations under ILCS 1205/10-7(b) as per #2 above. Additionally, it is null and void by its terms in any case as it has lapsed as evidenced by the various exchanges between lawyers for the WPD and Mr. Ishbia between June 3<sup>rd</sup> and June 18<sup>th</sup> of 2021. In addition, it is against Illinois Public Policy to have a "Perpetual Contract" to exist with a governmental entity.

# 4. WPD Engages in and Encourages Communications that are not Representative of Facts to Promote the Interests of a Private Citizen Over the Interests of the Public and has Cloaked the Process in an Inappropriately Broad Confidentiality

During sessions of WPD meetings, various WPD Commissioners misleadingly trumpeted the 2030 Master Plan as evidence of the community's support for the proposed land swap. Meeting minutes dated August 23, 2021 outline the private citizen's and his Chicago consultant's strategy to engage lobbyists so as to "thread the needle" with communication to garner support for the plan "(e.g., this is a beautiful park, the fences are absolutely necessary, here's why)....". In the same minutes of the meeting, which included both the President of the WPD board of commissioners and the Executive Director, there is a clear indication of developing tactics for managing a communication process and to indicate a need to:

Demonstrate the public process followed to generate this design - can we substantiate that the project was "designed in coordination with the public" and/or that "there is public support for the project including the louvers"?

1. Winnetka Waterfront 2030 Plan - How can we indicate this was the public comment period where the plan was approved, voted on, and heard by stake holders as part of this process? And that the fence is a micro engineering detail in this process

It is true that the public did generally express support for combining Elder/Centennial. However, at the time of the 2030 Master Plan's 2016 adoption there was not discussion or disclosure that the combination would be accomplished by a land swap that would benefit a private party and divest what many consider to be the nicest part of Centennial Park. And, it certainly did not contemplate the massive walls, or 300-foot-long stone breakwaters, or lack of public access that have variously appeared for consideration or as demands as put forth by the private citizen, not to mention the demise of Winnetka's much used and loved dog beach. It is clear from WPD board minutes that it has been engaging consultants and potentially lobbyists to influence the public and officials by either taking direction, or strongly considering, input from consultants engaged by the private citizen as to how to manage communications to the public. This is but one *indicia* of the WPD actively working to promote the interests of a private party over the interests of the public.

In reality, based on the best set of available data, the public has expressed a strong opposition to a property swap. To encourage the commentary that there is a vocal minority that is bigger than a supposed silent majority is at best laughable and more likely a disingenuous PR tactic to promote what is clearly a false narrative at the behest and interest of the private party. In actuality, the facts are best conveyed by noting that a petition opposing the swap garnered over 1,700 signatures in a village with a population (according to the 2021 census) of 12,475 and 4,200 households with about 32% of the population being under the age of 18. The point being that one might conclude that the signatures were even more representative of taxpayers' views than the numbers might suggest on their face.

In 8+ public WPD meetings, a significant number of people (I do not have the count but would guess well over 100 if not a few hundred) have spoken out against the plan, or written in with their objections, while only as many as 20 have spoken in favor of the plan. Additionally, there are direct quotes from the Winnetka Caucus Survey which demonstrably indicate strong community opposition to the land swap.

Further, the various specific options and associated costs for enhancing Elder/Centennial were only first presented to the public on Thursday August 25<sup>th</sup> in a WPD session. At that session there was a range of permutations presented with costs ranging up to approximately \$12+ million. Also included was a presentation from retired Northwestern University civil engineering professor, Chuck Dowding, who proposed an Elder Now plan which ranged in cost from about \$4.5 million to \$11 million largely driven by whether environmentally invasive stone breakwaters, which have been found to have been overengineered at Lloyd Beach and generally considered unsightly when viewed from the lake, were included or not.

At the end of the August 25 meeting the WPD president asked for the commissioners to provide feedback and to coalesce around a selected option (and glossing over Mr. Dowding's proposal) over protests from some of the commissioners who felt more time was required. Rather than more formally asking for feedback from the community, the WPD president stated unilaterally that he planned to meet with the private citizen on August 30 to solicit his individual feedback and input on the selected option (with a cost of about \$12 million including stone breakwaters), implying that the WPD president was seeking the private citizen's approval. This is but one example of a focus on preferring the interests of a private citizen, rather than allowing sufficient time for debate among the commissioners and seeking genuine input from the public. Moreover, it is clear from meeting minutes that the WPD President has been taking direction from the private citizen's consultants on design and then goes so far as to direct, and pay, WPD's own consultant (Lakota Group) to incorporate the direction given by the private citizen's consultant.

#### **Summary Conclusion**

Although WPD's mission is to preserve and expand the open land, the contemplated swap will result in loss of the Centennial Parcel depriving the public of its unique open green space attributes which are unduplicated in Winnetka. The objective of the transaction to consolidate Elder/Centennial Beaches might be valid in the abstract, but whatever benefits supposedly underlay the transaction are not supported by fact and are outweighed by the extraordinary loss of benefits from the divestment of the Centennial Parcel.

As noted, there is strong support in the community to enhance the beaches at Elder/Centennial and an urgent need to address Elder Beach which has been closed for three years. However, there is no evidence of any lack of beach front nor any form of over capacity at the beaches. There is explicit evidence of a large and likely majority of the community that is against the contemplated property swap.

Further, the process that has been underway during the negotiations with the private citizen have clearly favored and promoted such citizen's interests over that of the public and have been cloaked in inappropriately broad confidentiality not allowing for transparency for the public over property held in trust for their benefit. Additionally, the property swap agreement (i) violates the Public Trust Doctrine, (ii) fails to meet both stipulations of the applicable codified Illinois Park District Code [1205/70-7(b)] and (iii) has lapsed and is no longer in existence. Finally, the appraisal process was flawed and seems contrived and predetermined to support the swap while lacking a holistic appreciation for the unique, scarce and trophy-like attributes of the Centennial Parcel, not taking into consideration the price which would have to be paid by Winnetka to acquire property equivalent in all respects. [See Exhibit A attached].

The solution is to cease all negotiations with the private citizen and abandon the contemplated swap agreement. Rather, WPD should support a plan that first, and immediately, remediates and enhances Elder Beach for use by <u>all</u> citizens including providing for ADA access. Second, any such plan should include subsequently enhancing and beautifying Centennial Beach for use by <u>all</u> citizens. Any plan involving stone breakwaters should be avoided as they are environmentally invasive, costly, unsafe, block views and are unsightly as seen from the lake. Of note, the stone breakwaters at Lloyd beach were over-engineered and an eyesore when viewed from the lake The residence at 261 Sheridan will remain between the two beaches until an opportunity exists, which may or may not ever come to fruition, that allows for the optional consolidation of the beaches.

This solution will provide for two additional operational, beautiful and fully accessible beaches in Winnetka while preserving and retaining the unique attributes of the Centennial Parcel for the benefit of, and enjoyment by, the public.

In closing, I would ask WPD, at the very least, to respond to each of the issues identified and raised in this letter in writing and to provide assurances that the swap contemplated in the expired October 10 2020 property exchange agreement will be held in abeyance until the WPD can prove that the facts and findings in this letter are other than correct and that the conveyance would be legal under Illinois law.

Sincerely

Robert A. Schriesheim

# **EXHIBIT A**

Comments and Observations Regarding the Appraisals in Connection with the October 10 2020

Property Swap Agreement to Convey the 70' Southernmost Parcel of Centennial Park in Exchange for 261 Sheridan Road

The Winnetka Park District is currently contemplating a transaction involving an exchange of property with a private party, Mr. Justin Ishbia. Mr Ishbia had previously purchased 2 other contiguous properties on the south side of Centennial Park at 203 and 205 Sheridan Road. He was seeking to add a 3<sup>rd</sup> property immediately adjacent to these 2 existing properties. [Note that in July of 2022 Mr. Ishbia purchased a third contiguous property immediately to the South of his existing 2 lots at 195 Sheridan].

In or around September and October of 2020, the WPD engaged with Mr. Ishbia in a transaction in which WPD would convey a 70′ parcel at the southernmost end of Centennial of about 28,000 SF immediately adjacent to his properties (affording him to assemble 3 contiguous properties). In exchange, WPD would receive the property at 261 Sheridan Road, also consisting of 70′ of lake front footage and about 28,000 SF, owned by Mr. Ishbia. 261 Sheridan is situated in the middle of Elder Park on its North and Centennial on its South. The transaction would be a charitable donation for Mr. Ishbia allowing for a charitable deduction for tax purposes to the extent that the value of 261 Sheridan exceeds the value of the Centennial parcel. The transaction would allow WPD to achieve a desired objective of consolidating the 2 parks and beaches by removing the residence in between. The value of 261 Sheridan as provided in September (Enright) and October (Argianas) 2020 appraisals in connection with the Ishbia contemplated swap was approximately \$6.2 million to \$6.6 million. The appraised value for Centennial as conducted on August 24 2020 (Headrick & MaRous) and on September 25 2020 (Enright) was approximately \$3.1 million.

Of note, the purchase of the residence at 261 Sheridan was initially being negotiated between the WPD and another resident unrelated to Ishbia. This resident lived immediately to the north of Elder. Under that arrangement, the resident would have provided equity funding to enable the WPD's acquisition of 261 Sheridan in exchange for certain benefits. In June of 2020, an appraisal of 261 Sheridan was provided to the WPD at \$4.5 million which, according to meeting minutes of the WPD, was a reduction from an earlier appraisal at \$5.2 million (no date cited). The resident willing to provide the funding for the purchase was unwilling to pay above \$5.2 million though the WPD reached a price agreement with the seller/owner of 261 Sheridan at that time of \$5.6 million.

In the midst of those negotiations, in about October 2020, Mr. Ishbia purchased the 261 Sheridan Road property from the seller for \$6.2 million and subsequently entered into a property swap agreement with WPD. As already noted, appraisals done September 25 2020 (by Enright) and October 27 2020 (by Argianas) were made at \$6.2 million and \$6.6 million respectively for 261 Sheridan (note the date of the property exchange agreement is October 10 2020). This series of events raises the issue of the validity of a truly arm's length market value of 261 Sheridan. Further in Enright's appraisal of 261 Sheridan, she values the land at about \$4.3 million and the land plus

the house at \$6.2 million. As previously indicated, Mr. Ishbia intends to swap the properties and obtain the benefit of charitable donation tax deduction for the difference in value between 261 Sheridan and Centennial.

Of interest, and at question, is whether the August, September and October 2020 appraisals, which reference the swap, were done with a specific intent to facilitate the swap transaction by contriving the values of the respective properties to meet Illinois Park District Code criteria and thereby allow WPD to engage in a property swap. Namely that the appraisals were intended to meet the criteria of ILCS 1205/10-7(b), with such criteria requiring that any substitute property acquired in an exchange be (a) substantially greater or equal in value to the property to be conveyed by a park district and (b) substantially greater or of equal suitability for park purposes and without additional cost to the district. An intellectually honest and holistic approach would require that any such appraisals seek the truest representation of the value of the Centennial Parcel to the public given its use as a unique and scarce trophy asset to be enjoyed for the benefit of the public as park land. Such appraisals should support and demonstrate that any substitute property is of greater value while being consistent with the criteria that the substitute property provides greater or equal suitability and benefits as park land without additional cost. Stated another way: what would Winnetka have to pay to acquire a parcel of green space, trophylike property equivalent to the Centennial Parcel with a location on the lakefront and beach access?

There were four (4) appraisals made between August and October of 2020 in connection with the contemplated property swap. Interestingly, 2 of the appraisals (both with effective date of September 25<sup>th</sup> 2020) were completed by the same appraiser, Susan Enright of Appraisal Associates, who appraised separately both the 261 Sheridan Road property (with Ishbia's attorney David William as client) as well as the Centennial Park property (with John Peterson, executive director of the Winnetka Park District as client). This would seem to be a potential conflict since the appraiser was on both sides of the transaction while knowingly being engaged in connection with the property swap. It should also be noted that Enright explicitly indicates that the analysis of 261 is "subject to the extraordinary assumption" that the property condition and finishes (e.g., the house itself) are similar to those described in another appraiser's reports in lieu of an interior inspection.

Table 1 attached is a spreadsheet created using the table shown on page 28 in the appraisal report by Susan Enright for the Centennial Parcel with effective date September 25, 2020. However, it has been modified to include the recent sales of both 261 and 195 Sheridan with their respective data. Also, a median and mean value for the metrics Enright highlights as being most relevant to value determination, namely price per linear lake frontage, have been added. [Note that Enright states that primary weight is given to the price per lake frontage].

Enright proceeds to make various discounting adjustments including for zoning (15%) and the smaller 70' size (15%) to place all the properties on a comparable basis. According to her report, under current zoning standards, a subdivided lot must be 100' in width to be zoned as buildable for a residence. Since the Centennial Parcel is only 70' in width (30' short of the 100' standard),

the appraiser arrives at an "unadjusted" average of \$65,000 per lake frontage foot and an "adjusted" 30% discounted average of \$45,000, which when applied to the 70' width of the Centennial Parcel, yields a \$3,150,000 value. Table 1 shows the unadjusted figures in detail (but includes the most recent 195 and 261 Sheridan sales). Table 2 shows the calculated values comparing the unadjusted and the 30% "adjusted" factor.

In Enright's appraisal report of September 25 2020, she indicates that the Centennial Parcel does not meet the zoning requirement of the 100' width and she notes in her report that such variance would be unlikely to be granted. In addition, the August 24 2020 appraisal report by Headrick and MaRous (whose client was the WPD), which arrived at a similar value of \$3.075 million, specifically indicates in their section titled "Zoning Compliance" as below:

#### "Zoning Compliance"

The site lacks sufficient average width with 70'~ (see attached plat of survey) which requires 100' width. This is not a buildable lot without a variance."

"The Zoning Administrator was interviewed and based on <u>her</u> experience with potential lots with frontage on Lake Michigan, variances are almost impossible to obtain, and almost a 45% variance for lot width would not be even considered."

#### Observations and Comments:

# 1. Conversation with Zoning Head:

Conversations with the person who supervises the zoning department (a woman with title Sr. Planner Community Development) have been relayed to me in which she commented that she never had such a conversation to her recollection. She also said it was possibly the zoning administrator (a man with title Director Community Development) who spoke with the appraiser. She said she would be surprised if the Winnetka zoning administrator would ever say it was "virtually impossible" to receive a zoning variance. Rather she said they encourage interested parties to apply and have the request reviewed by the planning commission. While it is not common - it is not "impossible". The actual zoning issue in this case is that a lot that is subdivided has to be at least 100' in order to build on. She also noted that the Centennial Parcel situation would be unique and the planning commission would need to evaluate it since there would be open park to the north. Secondly, she mused out loud that any such zoning restriction would fall away or not be applicable once the lot was combined with the 2 adjacent lots already owned by the private citizen because the combined lots are well in excess of 100'. [Also, note that the 70' lot is 30% short of the 100' zoning standard, so why does the appraiser indicate in the quote that the zoning administrator referenced a 45% variance? Perhaps it is just an example of tonality employed by the appraiser using the 70' width as the "base" of comparison rather than using the 100' "standard" as the basis from which any variance would typically be measured against.1

#### 2. The Discounts as applied in the appraisals

The application of the zoning discount of 15% seems contrived as does the front lake foot adjustment of 15% for the smaller 70' lake frontage. The Centennial Parcel is unique and a scarce or trophy asset as employed for park purposes to be enjoyed for the public benefit. As a contrary indication to the view that the 70' width is a negative factor, the fact is that a private buyer acquired 261 Sheridan (which has the same 70' width) for \$6.2M. Also, while Enright values the land at 261 Sheridan at \$4.3 million - and the land plus the house - at \$6.2 million, it would seem that an existing house is meaningless since no buyer would value the house and it could even have negative value with the burden to tear it down. Enright notes in her separate appraisal report of 261 Sheridan, that the 261 property, at 70' width, is less than the 100' standard. She goes on to state that the lot was platted before current zoning and is therefore considered legal but non-conforming. Again, it seems contradictory to apply any discount for the narrower 70' width especially given the scarcity value of lake front property.

#### 3. Inherent Conflict and Bias

There is an inherent conflict in the nature of the appraisals and their purpose. Any appraisal process in connection with the sale, swap or acquisition of land by WPD should have as its objective to secure a true indication of the unique value of its park land. This appraisal process, as indicated in both of Enright's appraisal reports, was done as part of a contemplated property swap and donation and, seemingly, to facilitate the swap. In a sense, the process might be viewed as having an inherent bias which perhaps unknowingly has the effect of colluding with Mr. Ishbia to arrive at the lowest possible value for the Centennial Parcel and the highest possible value for 261 Sheridan, thereby benefitting his interests over that of the public.

The Enright appraisal report for Centennial indicates on p. 22 that the "highest and best use" for Centennial would be to a landowner seeking to add an adjacent property and assemble a large lot, meaning that the best buyer would be the owner of the lots immediately to the south of the Centennial parcel. By this set of facts, it would seem that there is a potential bias resulting in a depressant to the value of the Centennial Parcel (since there would only be one buyer) relative to the value of 261 Sheridan and to the "intrinsic" value of the Centennial parcel as unique and unspoiled park property – or a so-called "scarce asset" deserving of a premium. However, as indicated by the Winnetka Sr. Planner, under the scenario in which the adjacent owner acquires the Centennial Parcel, any zoning variance associated with the 100' requirement would fall away. In that sense, the value of the Centennial Property Parcel should not be burdened with the 15% discount as applied for a zoning variance. Any given piece of real estate has a different value depending on the use and purpose of the buyer. In this instance, the value to the buyer is the value of the property without the zoning restriction.

The result of the appraisal process has been to possibly inflate the value of 261 Sheridan at \$6.2 million (given that the original negotiations with the first resident was in the range of \$5.4 million) while undervaluing the Centennial Parcel.

There is a great deal of subjectivity in the appraisal analysis. It is easy to challenge and/or present an alternative valuation framework. In addition, it would appear that the most apparent comps are the 4 properties on Sheridan in closest proximity, and most recent sale dates, namely 205, 203, 261 and 195 Sheridan.

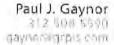
In reviewing the figures and using the questionable 30% discount, the value of Centennial based on these 4 properties ranges from \$4.2 million to \$5.2 million rather than the \$3.1 million by Enright. However, it is valid under a more holistic framework to consider that the value of a scarce and trophy park property, meant for the enjoyment by and benefit for the public, should exclude the 30% discount. In other words, what would the Village of Winnetka or the WPD have to pay to acquire a property equivalent in all respects to the Centennial Parcel?

First, the 15% width discount is not appropriate and, furthermore, is intellectually inconsistent since the buyer of 261 Sheridan (itself a 70' parcel) obviously applied no such discount given the high price paid. Additionally, 261 Sheridan is not a "fulcrum" asset deserving a premium. The fulcrum asset theory would posit that 261 Sheridan is standing in the way of enabling the consolidation of the 2 beaches. Rather, it has limited appeal and a limited universe of buyers <u>because</u> of its location between 2 parks and the associated higher volumes of traffic around the property and less privacy.

Second, the 15% zoning variance may be excluded because (a) it is valid to consider the scarce asset premium which should be accorded the Centennial Parcel as an unduplicated and unique park district property used by the public for their benefit, (b) it is not "virtually impossible" to obtain a zoning variance and (c) if the buyer was the owner of adjacent properties, the zoning variance would fall away. Further, even if such zoning restriction were not granted to allow for residential building, how and why does that negatively impact the value of the Centennial Parcel as unique and scarce open park land meant for the enjoyment of the public (with any substitute required to be substantially greater or equal in suitability for park purposes without additional cost to the district)? The 15% zoning variance discount is an artificially contrived factor applied with the apparent intent to depress the value the Centennial Parcel.

In this case, as seen in Table 2, the value of the Centennial Parcel based on a comparison to the 4 properties of nearest proximity and recent dates of sale would range from \$6.4 million to \$7.5 million (based on the price per linear foot of lake frontage) which is similar to the \$6.2M price paid for 261 Sheridan. As previously indicated, Enright appraised 261 Sheridan, at the request of Ishbia's attorney David Williams, at \$6.2 million (9/25/2020) while the Headrick/MaRous appraisal was \$6.6 million (10/27/2020), after the signing of the 10/10/2020 property swap agreement.

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Jon Rosenblätt 312 508 5589 10 008200 0090

September 8, 2022

To: Board of Commissioners Winnetka Park District

Re: Winnetka lakefront property and the public trust doctrine

This memorandum discusses the law regarding the special duties owed to the public regarding the submerged lands of Lake Michigan and the limitations of private property rights adjacent to those lands. It discusses current conditions of shoreline properties south of Centennial Park in the Village of Winnetka, the applicable regulations and guidelines for the protection of those properties, and legal and factual deficiencies underlying the plans proposed for a property exchange and shore protection for the Elder Lane Park and Centennial Park Shoreline Stabilization Project.

In brief, the submerged lands of Lake Michigan belong to the State of Illinois. They are held by the State in trust for the people of Illinois. The rights of landowners adjacent to Lake Michigan are limited. Their private property may not be accreted, or increased, at the expense of the lakebed through their intentional acts or collusion with others. Any beach area that is artificially accreted beach is *legally public*. It is not private property. Public land may not be walled off from the public. And any demand for "privacy and security" from public land is misplaced, at best. For the Winnetka Park District ("WPD") to acquiesce to any such demand would constitute a breach of the public trust and would be actionable at law.

#### I. The Public Trust Doctrine

It is well-established law that the submerged lands of Lake Michigan belong to the State of Illinois. Title to those submerged lands is held in trust for the people of Illinois. Neither the State nor any municipality may sell submerged lands or transfer those lands to a private party, because they do not belong to the government to sell. Under the so-called "public trust doctrine" the submerged lands are held in the trust for the public.

Illinois' ownership of the submerged lands of Lake Michigan, and its holding of those lands in trust for the public, was first recognized by the United States Supreme Court in 1892. See Illinois Central R. Co. v. State of Illinois, 146 U.S. 387 (1892). While not the subject of many legal disputes, the public trust doctrine has been consistently enforced by the state and federal courts of Illinois. In 1898, the Illinois Supreme Court summarized the doctrine by stating "[t]he state has no power to barter and sell the lands as the United States sells its public lands, but the state holds the title in trust, in its sovereign capacity, for the people of the entire state[.]" Illinois Cent. R. Co. v. City of Chicago, 173 III. 471, 485 (1898), aff'd, 176 U.S. 646 (III. 1900); see also Lake Michigan Fed'n v. U.S. Army Corps of Engineers, 742 F. Supp. 441 (N.D. III. 1990).

Any attempts by the State to surrender valuable public resources to a private entity must withstand "a most critical examination" See Lake Michigan Fed'n, 742 F. Supp. at 444 (citing People ex rel. Scott v. Chicago Park Dist., 66 Ill.2d 65, 79 (Ill. 1976).)

The Public Trust Doctrine is a guiding principle for the State's administration of the Lake Michigan shoreline. The State of Illinois has designated the Illinois Department of Natural Resources ("IDNR") as its trustee authorized to exercise administrative jurisdiction and control over the title to the bed of Lake Michigan. See Illinois Rivers, Lakes, and Streams Act, 615 ILCS 5/24. In turn, the IDNR has stated expressly that "... all State of Illinois actions regarding... Lake Michigan, must comply with the Public Trust doctrine and the caselaw applying same."

The IDNR, in conjunction with the United States Army Corps of Engineers ("USACE"), is responsible for construction permitting on projects that affect Lake Michigan below its Ordinary High Water Mark ("OHWM") of 581.5 feet. *Id.* at 50. The proposed projects along the Lake Michigan shoreline related to Elder Park and Centennial Park are subject to this permit authority.

In addition to IDNR's administrative and supervisory responsibilities, any taxpaying citizen is a "beneficiar[y]" of the public trust in which the lands are held and, therefore, has the right (or "standing") to legally challenge a violation of that trust. See Paepcke v. Pub. Bld'g Comm'n of Chi., 46 III. 2d 330, 341 (1970). The "very purpose of the public trust doctrine is to police the ... disposition of public lands." Lake Michigan Fed'n, 742 F. Supp. at 446. Thus, working together or with other likeminded people or organizations, state citizens have standing to sue to enforce the public's rights to maintain access to Lake Michigan, public lands, and public beaches.

#### II. The Limits of Private Property Along the Shores of Lake Michigan

Although it is uncommon, Illinois property abutting the Lake Michigan shore may be owned by private individuals who may have certain riparian rights, or rights to the use and access of the lake's water. These rights are limited.

In 1917, the Illinois Supreme Court ruled that the easterly property line of a shoreline landowner with riparian rights is "the edge of Lake Michigan when [the lake is] free from disturbing causes." *Brundage v. Knox*, 279 Ill. 450, 473 (1917). This means, necessarily, that the boundaries of a property along Lake Michigan change and are in flux relative to the level of the Lake. The State, in trust for the public, always owns the submerged land east of the still-water shoreline. This is a century-old doctrine that should come as no surprise to Illinois landowners with riparian rights.

The legal boundary of lakeshore properties can move easterly by two general processes. First, the boundary can change by the natural reduction of Lake Michigan's

<sup>&</sup>lt;sup>1</sup> State of Illinois, Coastal Management Program, prepared by IDNR, at 108 (2011) (hereinafter, "IDNR CMP").

water level. As we have witnessed over the last decade, the natural water level of Lake Michigan ebbs and flows. Currently, Lake Michigan's water level is higher than it was in 2013. This has resulted in property owners with riparian rights having smaller parcels of land.





PHOTO 1

2013 Google Earth image at record low Lake Michigan water levels (left)
compared to 2020 high water levels (right)

Image and related text from Shabica & Associates, Inc., letter to Ms. Kathy Chernich, USACE, dated Feb. 24, 2022, Rev. April 11, 2022, submitted on behalf of the Winnetka Park District, at 4 (hereinafter "Shabica & Associates, Inc.").

Second, the boundary can change by the accretion of material along the shoreline. For Village of Winnetka properties, this accretion process would likely create larger beaches along the shoreline. However, because accretion can be intentionally affected by human activity, the law limits the circumstances under which a property owner with riparian rights is permitted to benefit from beach accretion.

Illinois law is clear that "[t]he conversion of public waters to private land by filling is prohibited." Ill. Admin. Code tit. 17, § 3704.70(a). While fill material may be placed in public waters for limited purposes, such as shore protection and beach nourishment, those permitted purposes do not convey or bestow ownership rights to a private landowner in the filled lakebed. *Id.* at (b)

Illinois law further recognizes that the use of Lake Michigan's submerged lands for the public deserves special consideration. The State's Park District Code ("Park District Code") balances the use of submerged lands for the public benefit—when managed by park districts such as the WPD—while protecting submerged lands from conveyance to private hands. See 70 ILCS 1205/11-2. The Park District Code provides that submerged lands may be enclosed or filled in for the public's benefit:

as a part of said park district for park . . . purposes exclusively, and said district shall have power for the purpose of reclaiming such submerged land and protecting the same thereafter, to construct all necessary break-waters, or protection for the building and maintenance of such parks . . . and the

enclosing or reclamation of such submerged lands. Any such submerged lands so enclosed and reclaimed as aforesaid shall forever be held and maintained for park . . . purposes and no portion thereof shall ever be granted or ceded away by any district for any purpose, and in case the same should ever cease to be used for park . . . purposes, then the title to the same shall revest in the State of Illinois, together with all the improvements thereon and the appurtenances thereof.

Id. The Park District Code's provisions demonstrate the State's priority and intention of safeguarding the public trust for the Lake's submerged lands. The Park District Code also plainly demonstrates the State goal of preventing park districts, such as the WPD, from increasing the land that they control under the guise of providing a public benefit, and subsequently transferring the increased property holdings to a private individual or entity.

The law prohibits private ownership of beach area created by the entrapment or retention of sand caused by the construction of any type of structure with the collusion or contribution of the property owner. See Brundage, 279 III. at 467-68. Because of a long history of constructing numerous private groins along the Lake Michigan shore north of Chicago, there are many such areas of accreted beach. IDNR CMP at 55. As the IDNR recognizes, "any beach area that is artificially accreted beach is legally public." Id. (emphasis added). Private property owners who intentionally develop or join in the development and related permitting of such structures (e.g., breakwaters or groins), are barred from exercising any exclusive benefit to increased land that may result from their actions. Any attempt to do so is rigorously scrutinized.

## III. Managing the Lakeshore and Understanding Related Rights

At times, the practical administration of the Lake's shore appears to be in tension with the letter of the law. Owners of land along the Lake have certain riparian rights and the easterly border of their property is understood to ebb and flow with the still-water shoreline. When the Lake's water level recedes naturally, they are understood to have, by virtue of their riparian rights, an increase in their property size. But the Lake's level changes constantly, and rising water levels create a risk for shoreline property. The overall level of the lake may threaten the bluff that protects much of the Village of Winnetka, and the dominant direction of waves along the Illinois coast from the north causes a natural drift of sediment, such as beach sand, southward. See IDNR CMP, Littoral Transport, at 18. This natural drift is called "littoral drift." When unmitigated, this littoral drift regularly moves sand away from unprotected beaches.

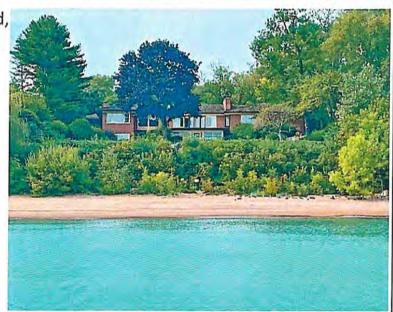
# A. Centennial Park and its Southerly Neighbors

In response to the ever-changing Lake water level conditions, lakeshore landowners have engineered solutions to retain their property. In its submission to the USACE on behalf of the WPD, Shabica & Associates noted that "[t]he shoreline north and south of the Elder/Centennial Beach is privately owned residential property that is protected by revetments, steel groins and breakwater protected beaches." Shabica & Associates, Inc. at

7. This observation is apparent from the WPD's collection of materials titled Winnetka Waterfront 2030: Elder Lane + Centennial Project Documents. See Winnetka Park District, Lake Michigan Tour 9/7/21, Updated 9/15/2021. The publicly available presentation documents the properties south of Centennial Park, now understood to be owned by or under contract for the benefit of Justin Ishbia, with images and text that describe the artificial efforts to halt the Lake's water level. See below.

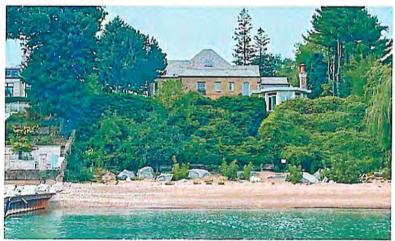
# 205/209 Sheridan Road, Winnetka IL 60093

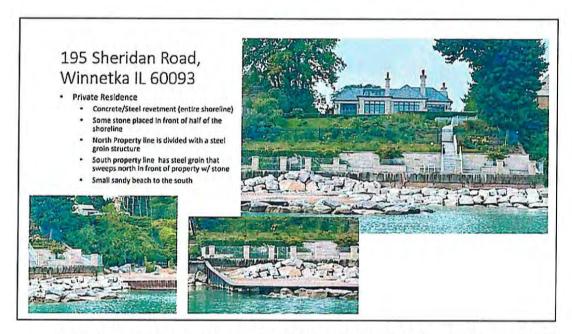
- Private Residence
  - Steel groin to the north property line
  - Large stone piled against north property line groin near the toe of the bluff
  - Sandy beach



# 203 Sheridan Road, Winnetka IL 60093

- Private Residence
  - Wood structure running parallel to the beach
  - Some large stone placed in front of the wooden structure
  - South property line has a steel groin
  - Sandy beach





Publicly available aerial imagery provides another useful reference for considering the effect of man-made structures on the boundaries of lakefront properties south of Centennial Park. The image below shows Centennial Park in the upper left (the address for which is 225 Sheridan Road), 209/205 Sheridan Road and 203 Sheridan Road in the center between groins that extend perpendicular to the shore, and 195 Sheridan Road towards the right of center; 195 Sheridan Road is identified by the appearance of a swimming pool on its lake side. The steel groins that protrude from the shoreline prevent the littoral drift of sand to the south and artificially accrete sediment to fill in the properties' beaches.



Google Earth satellite image, image represented to be from May 2021

Generally, this effected accretion is illustrated by the greater collection of sand on the northerly side of a groin, where the groin prevents the natural down shore littoral drift of sediment. The image below, taken from the current southern edge of Centennial Park and looking north along the shoreline, demonstrates this effect by showing how the beach cuts back to the bluff as you move north.



Author's image, taken August 10, 2022.

Similarly, the Winnetka Park District's Tour documentation has described the property at 195 Sheridan Road as having a "steel groin that sweeps north in front of the property w/stone" at the "[s]outh property line," and a "[s]mall sandy beach to the south." See below. There, the sweeping groin artificially ensuares sand and prevents it from drifting further south.



Google Earth satellite image, image represented to be from May 2021

# B. Guidelines for Shore Protection Projects in Lake Michigan and

Pursuant to the Illinois Rivers, Lakes and Streams Act of 1911, private and public construction activities in Lake Michigan require IDNR authorization. See, generally 615 ILCS 5 and Ill. Admin. Code tit. 17, § 3704. As noted above, any activity along the Lake's shoreline that is located at or below the OHWM requires a permit from the IDNR.

IDNR guidelines caution applicants that "[i]t should be kept in mind that shore protection is the primary reason the [IDNR] allows limited construction to occur on the bed of Lake Michigan. Applicants should provide a detailed explanation of the purpose and need of the proposed project." See IDNR, Guidelines for the Submittal of Applications for Illinois Department of Natural Resources, Office of Water Resources Permits for Shore Protection Projects in Lake Michigan, November 2015 at 3 (hereinafter "IDNR Guidelines") (emphasis added). The IDNR Guidelines make absolutely no mention of a private individual's desire for privacy as a reason for construction on the bed of Lake Michigan.

The IDNR Guidelines specify certain criteria the department will consider during review of proposed shore protection projects. There are four criteria pertinent to the WPD's Elder Lane Park and Centennial Park Shoreline Stabilization Project.

- First, a proposed project "must not . . . cause an impairment of any rights, interests or uses of the public in any public body of water or to its natural resources." Id.
- Second, when considering a project perpendicular to the shore, the IDNR states that "[a]s a guiding principle private offshore structures should not extend more than 125 feet offshore from the base of a bluff." Id. at 4 (emphasis added). In context, the WPD's withdrawn permit application sought to build a breakwater on the southern edge of a newly divided Centennial Park that would be "300" in length as measured perpendicular to [the] shore." Shabica & Associates at 3.
- Third, IDNR Guidelines state that "[w]here possible, notably in areas where existing access along the lakeshore is available, the project should provide some type of reasonable access over or around it on the landward side." IDNR Guidelines at 4. Because the proposed site of the contemplated 300' breakwater falls on the southern edge of the newly divided Centennial Park, it would be positioned on land that currently has existing access when one approaches on foot from the north. As of August 10, 2022, access existed along the lake's shore permitting passage from the northern border of Elder Park to the south limit of 203 Sheridan Road.
- Fourth, "Applicants are reminded that any beach area artificially created as
  part of a shoreline protection project does not become private property for
  the exclusive use of the owner. Although standard condition #2 of the

Department's permit covers this, a special condition will be added to any permit issued for a shore perpendicular or offshore structure to specifically impress upon the applicant that any artificially created beach area is considered to be public property and the owner of the upland property may not do anything to impair or prohibit lawful public use of such created beach area." *Id.* 

By including the language of this fourth point in its guidelines for permit applicants, the IDNR is adhering to its statutory duty as trustee of the State's title to the bed of Lake Michigan and its obligation to abide by the Public Trust Doctrine and the caselaw applying the same. See 615 ILCS 5/24. Engineered structures facing Lake Michigan along a shoreline properties' eastern side do not create naturally occurring boundaries with the Lake's still-water. These engineered structures artificially protect and accrete material adjacent to the private property. But they do not present the appropriate legal boundary of the nearby private properties.

Where a beach is the result of entrapment of sand caused by a groin constructed by the property owner, no private right in the formerly submerged lakebed is conveyed to the owner. That portion of lakebed—albeit covered by a beach formed by entrapped sediment—remains public property. See Brundage, 279 III. at 467-68; see also IDNR CMP at 55.<sup>2</sup>

# C. Understanding Property Rights in Connection with a Changing Boundary

The concept of an ever-changing property line along the Lake's shore is unique and presents challenges in administration. To illustrate this point, one can look to the Winnetka Park District's Subdivision of Winnetka Park District's Centennial Park, Revised December 8, 2020. See Memorandum, Village of Winnetka, Community Development Department, December 11, 2020, Attachment B: Proposed Plat of Subdivision (Winnetka Park District Subdivision of Winnetka Park District's Centennial Park) and Attachment C: Plat of Survey of existing improvements (203, 205, and 209 Sheridan Road), available online at https://www.villageofwinnetka.org/129/Agendas-Minutes (included as part of December 16, 2020 Virtual Meeting, Agenda Item 6). That plat notes the water line on four separate dates: June 21, 1971, July 8, 2020, September 4, 2020, and September 19, 2020. Each of these dates presents a different boundary to the property along the Lake's shore, while also expressly identifying the use of a sheet pile wall, wood retaining wall, and steel jetties to artificially define and retain the lakeshore land. See, id.

Established boundaries and certain borders are easier to maintain. It is natural for a government or property owner to want to make permanent their understanding of a parcel's

<sup>&</sup>lt;sup>2</sup> Generally, these structures are legally permitted and play a valuable role in safeguarding communities along the shore of Lake Michigan. Indeed, the Illinois Rivers, Lakes, and Streams Act states that, "[i]f deemed [necessary] in the public interest, the [IDNR] may, for the purpose of establishing uniform shore lines upon Lake Michigan . . . permit fills of rock, earth or sand to be placed inside a bulkhead, wall or breakwater so constructed as not to permit the escape of such materials into Lake Michigan." 615 ILCS 5/18 (emphasis added).

limits. Cook County provides an online tool by which property parcels may be identified by their address or Property Index Number ("PIN"). Using the County's "CookViewer Cook County Map Application," it is possible to see what the County Clerk's records identify as the limits of land constituting Centennial Park and its southerly neighbors. Centennial Park, which includes 225 Sheridan Road, appears to bear PINs 05-21-412-004, 05-21-412-005, and 05-21-412-006; 205/209 Sheridan bears PINs 05-21-412-016 and 05-21-412-017; 203 Sheridan Road has 05-21-412-008; and 195 Sheridan Road has 05-21-412-009. When pairing these PINs with Cook County Geographic Information System images, we see a layout of the relevant properties with green lines indicating the County's understanding of the limits of each "parcel." See below.



Cook Viewer, Cook County Map Application, available at

https://maps.cookcountyil.gov/cookviewer/mapviewer.html# (last accessed August 9, 2022).

It is apparent that the County understands Orchard 2020's parcels of land that constitute the properties at 205/209 Sheridan Road, 203 Sheridan Road, and 195 Sheridan Road to end at or very near to the toe of the bluff along the shore of Lake Michigan. While these images are undated, there are sand beaches east of the parcel line that *are not marked* as part of the westerly-adjacent property parcel. Cook County's publicly available records

indicate that those beaches, which are the historic submerged lands of Lake Michigan, are public property. They are not private property.

By comparison, the parcels of land that correspond to Centennial Park indicate an increased easterly portion representing ownership over beach space. This assignment of land to the WPD is in keeping with the Park District Code. Where Centennial Park's shoreline has been artificially defended and increased through the construction of sheet pile wall, wood retaining wall, and steel jetties, State law permits title to that enclosed, filled, or reclaimed submerged land to vest in the WPD. See 70 ILCS 1205/11-2. But that reclaimed land "shall forever be held and maintained for park ... purposes." Id. No portion of it may be granted or ceded away by the WPD. Should it ever cease to be used for park purposes, the title to that reclaimed land reverts to the State. Id.

# D. The Beaches of Centennial Park and its Southerly Neighbors are Public Property

Publicly available documentation from IDNR makes clear that the accreted beaches stretching from 225 through 195 Sheridan Road are the result of the intentional construction of the benefitting property owners, and are thus public property. As discussed above, any beach area artificially created as part of a shoreline protection project does not become private property for the exclusive use of the owner. See supra, II. and III.B.

Centennial Park is located at 225 Sheridan Road. The parcel was owned previously by the North Shore Health Resort Company. On June 24, 1946, the State of Illinois Department of Public Works and Buildings, Division of Waterways (the "DPWB"), granted permission to the North Shore Health Resort Company "to construct two (2) concrete permeable groins and one (1) permeable wooden groin in Lake Michigan adjacent to permittee's property at 225 Sheridan Road, Winnetka, Illinois..." On August 26, 1953, the DPWB granted permission to the North Shore Health Resort Company, at 225 Sheridan Road, "to construct two (2) steel sheet piling groins and place rip-rap in Lake Michigan at applicant's property in Winnetka, Illinois..." The image on the prior page of this memo shows two groins at 225 Sheridan Road.

On March 24, 1954, the DPWB granted permission to George M. Hayes, 203 Sheridan Road, "to construct a steel sheet piling bulkhead along the shoreline of Lake Michigan at his property" at 203 Sheridan Road. On July 8, 1955, the DPWB granted George M. Hayes permission to "construct one steel sheet piling jetty approximately 80 feet in length on Lake Michigan," located on his property. The image on the prior page of this memo shows a steel groin at the southern edge of 203 Sheridan Road.

On October 30, 2013, the IDNR and Illinois Environmental Protection Agency granted permission to Leo Birov "[t]o construct a steel sheet pile groin with an attached quarrystone breakwater, reconstruct an existing quarrystone revetment and place 1,314 tons of clean sand in Lake Michigan" at 195 Sheridan Road.<sup>3</sup> The image on page 10 of this

<sup>&</sup>lt;sup>3</sup> The property now located at the address 195 Sheridan Road is assigned PIN 05-21-412-009-0000. When Mr. Birov applied for permission to construct the sheet pile groin and place sand in Lake Michigan, the

memo shows a curving steel groin at the southern edge of 195 Sheridan Road, as pictured in Mr. Birov's application.

The law prohibits private ownership of beach area created by the entrapment or retention of sand caused by the construction of any type of structure with the collusion or contribution of the property owner. See Brundage, 279 Ill. at 467-68; see also IDNR CMP at 55, IDNR Guidelines at 4. These beaches, which are all part of the contemplated Centennial Park Shoreline Stabilization Project, are the result of construction by the property owners or the dumping on sand on public property. These beaches are not private property reserved for the exclusive use of the adjacent landowners. These beaches are public land held in trust for the people of Illinois.

# IV. The Exchange Agreement and Improper Privatization of Public Land

## A. The Exchange Agreement and Related Negotiations

On October 10, 2020, the Winnetka Park District and Orchard 2020 Revocable Trust entered into a Real Property Exchange Agreement to exchange the southern portion of Centennial Park for 261 Sheridan Road (the "Exchange Agreement"). The WPD owns the Centennial Park land in fee simple. Similarly, the WPD attempted to acquire 261 Sheridan directly. In August 2020, however, Justin Ishbia's Orchard 2020 entered into a contract to acquire the property. See WPD, Minutes of Closed Meeting at 1, Aug. 21, 2020. Mr. Ishbia's bid was described as "substantially exceeding the WPD offer." Id.

The Exchange Agreement states that the WPD and Mr. Ishbia will not exchange the properties until each party secures "such governmental approvals as such Party may reasonably deem necessary to comply with zoning [and] intended use[.]" Exchange Agreement § 4.A. The WPD and Mr. Ishbia also bound themselves "to reasonably work together to submit joint applications for Government Approvals." *Id*.

In related negotiations, Mr. Ishbia made additional demands and some concessions that are not documented in the Exchange Agreement. As a concession, Mr. Ishbia proposed "[to] pay for 50% of the south breakwater" that had been contemplated as part of the shore renovations since the Winnetka Waterfront 2030 Plan was issued. See WPD, Minutes of Closed Meeting at 2, Aug. 21, 2020

Mr. Ishbia had an extensive list of demand (that were not included in the Exchange Agreement. These demands demonstrated either a misunderstanding of the Public Trust Doctrine and IDNR regulations or a callous disregard for the law that binds the

property bore the address 199 Sheridan Road. Compare Trustee's Deed dated December 30, 2016, filed with the Cook County Recorder of Deeds February 15, 2017 (bearing PIN 05-21-412-009-0000 and describing "Lot 9 in R. Williamson's Sheridan Road subdivision of part of Lots 2, 3, and 4..." bearing property address 199 Sheridan Road); with Deed in Trust dated July 8, 2022, filed with the Cook County Clerk on July 14, 2022 (bearing PIN 05-21-412-009-0000 and describing "Lot 9 in R. Williamson's Sheridan Road subdivision of part of Lots 2, 3, and 4..." bearing property address 195 Sheridan Road).

governments and citizens of Illinois. \*See, generally, WPD Redacted Closed Meeting Minutes, 2019-22. Primarily, Mr. Ishbia demanded a breakwater that prioritized "privacy and security," for what he considers to be his private property, above any other concern. An initial Orchard 2020 design for the breakwater called for a "masonry wall extending 100' lakeward of the seawall" with the top of the wall reaching 17' above the normal height of the water. See WPD, Minutes of Closed Meeting at 1-2, May 13, 2021. WPD minutes record having informed Orchard 2020 that such a wall "would never be permitted or approved." Id. at 2. Further, the minutes indicate that Mr. Ishbia was seeking "restrictive covenants over the lakebed," which the WPD noted was something it could not grant because "it is land it does not own." Id. at 2. Further, in response to the proposed designs contemplated for the south shared breakwater, which included louvers at the top of the wall, the IDNR stated "pedestrian access needs to be allowed." Id.

In response to Mr. Ishbia's demands, WPD staff noted that "although the park district has been told on several occasions by individuals with extensive background that the permit should be submitted without the louvers, the process is moving forward with the path chosen by Orchard 2020." See WPD, Minutes of Closed Meeting at 1, July 22, 2021. WPD minutes reflect that a Commissioner later noted that "the design to provide privacy to Orchard is unique, has not been done anywhere else, and is being done for one purpose which is to provide Orchard security and privacy." See WPD, Minutes of Closed Meeting at 2, Mar. 24, 2022. Commissioner concerns were also raised about the property exchange process and the park district's duty to the public and the public trust doctrine. Id. at 2; see also WPD, Minutes of Closed Meeting at 1, Sept. 22, 2021.

Despite these concerns, the WPD and Orchard 2020 submitted a joint permit application to the USACE and IDNR for the shore project. The application was submitted jointly at the request of the IDNR because the "proposed improvements extend to [Isbhia's] property." See WPD, Minutes of Closed Meeting at 1, Feb. 10, 2022. Subsequent public reaction from citizens of the Village of Winnetka led the WPD to withdraw the application.

On June 16, 2022, following the withdrawal of the application, the WPD held a public meeting at which the Exchange Agreement and related details were discussed. Mr. Ishbia appeared and reiterated certain demands. See Winnetka Park District Committee of the Whole and Regular Board Meeting June 16, 2022, video available at https://youtu.be/Y1zQk5SVfaw, last accessed August 10, 2022. Mr. Ishbia stood fast on his demand that the breakwater that is sited to be built on land currently owned by the WPD have planter boxes with plantings found objectionable by Commissioners and Village Citizens. Mr. Ishbia's reasoning was the same as it had been since the start of negotiations.

For Mr. Ishbia, "it was really important to have there be something that signifies: end of public property. The public beach has to end." Id. at 2:37:00 – 38:35. When asked about whether he would agree to a revised design that incorporated the IDNR's guidelines

<sup>&</sup>lt;sup>4</sup> In August 2021, *one year* after Orchard 2020 entered into an agreement to purchase the lakefront property at 261 Sheridan, WPD minutes state: "Orchard 2020 has completed their own research and now has a better understanding of the regulatory authority, jurisdiction and permit process of the [USACE] and [IDNR]." See WPD, Minutes of Closed Meeting at 1, Aug. 26, 2021.

for access atop the breakwater, similar to access at other Winnetka parks, Mr. Ishbia stated: "That's not your park, that's my house." *Id.* at 2:54:30 – 3:03:06, at 3:01:15. In considering land that currently constitutes Centennial Park, WPD Commissioners then discussed whether passage was currently possible beyond the proposed site of the breakwater and across the full length of the property held by Mr. Ishbia. *Id.* There was no dispute that it was possible to access the engineered, accreted beaches of 205/209 Sheridan Road and 203 Sheridan Road.

#### B. The WPD Should Not Collude with Mr. Ishbia to Privatize Public Land

Despite having had more than a year to examine the issue, Mr. Ishbia's understanding of lakeshore land is fundamentally wrong. The WPD should not allow his misunderstanding to guide their actions to improper ends.

The WPD owns the land that now constitutes Centennial Park, with certain riparian rights. As ordinary landowners, those rights do not grant the WPD title to land below the still-water shoreline. As the WPD knows, that land below the water line is owned by the State in trust for its citizens. As a park district, where certain submerged lands have been filled or reclaimed, that land may be held by the WPD so long as it is used as park land. See 70 ILCS 1205/11-2. No portion of that reclaimed land "shall ever be granted or ceded away by any district for any purpose." Id. This prohibition applies to any portion of beach off the shore of Centennial Park. If reclaimed land is so ceded, title reverts to the State.

Mr. Ishbia is a private citizen. Orchard 2020 is a private trust. Neither may own portions of the lakebed below the still-water shoreline. Nor may either purport to own any beach adjacent to their current holdings at 205/209 Sheridan Road, 203 Sheridan Road, or 195 Sheridan Road that have accreted due to their actions or due to the intentional construction of the groins from 225 to 195 Sheridan Road by prior property owners. Any beach adjacent to these properties that has been accreted because of the intentional construction of groins or breakwaters has always been, and remains, public property. See Brundage, 279 III. at 467-68; see also IDNR CMP at 55. As shown by the WPD photographic documentation, these properties all bear some form of engineering that affect the Lake's natural processes and still-water line. As noted above, current Cook County records indicate the parcels held by Mr. Ishbia's do not include material portions of beach. See supra III.C. Publicly available information also makes clear that the existing groins related to these properties were built by the related property owners. See supra, III.D. Further, because Mr. Ishbia has been involved in this breakwater design and construction, any beach that accretes the shore adjacent to his future property will also be public property.

Illinois law does not allow public property to be taken, or given away by a municipality, for the benefit of a private citizen. See, e.g., People ex rel. Faulkner v. Harris, 203 Ill. 272, 283 (1903); Chicago, Rock Island & Pacific Railway Co. v. People ex rel. Dailey, 222 Ill. 427, 439 (1906). Public lands may not be barricaded or blocked in a manner that prevents public access. Planters and other barriers, be they natural plantings or structural elements, may not be built to prevent access or function as a wall to the benefit of a private citizen. IDNR Guidelines state that "[w]here possible, notably in areas where

existing access along the lakeshore is available, the project should provide some type of reasonable access over or around it on the landward side." IDNR Guidelines at 4. Because the proposed site of the contemplated 300' breakwater falls on the southern portion of what is still a complete Centennial Park, that breakwater would be positioned on land that currently has existing public access when one approaches on foot from the north.

This law applies regardless of the form and timing, or time to completion, of the transaction. On August 25, 2022, the WPD held a "Special Board Meeting: Lakefront Workshop." At that meeting, the WPD reviewed and discussed breakwater design concepts for Elder and Centennial parks. The Chicago Tribune reported that the WPD "nearly reached a consensus on plans for Elder and Centennial at the public workshop meeting held Thursday as each commissioner voiced support for the Elder Option 2 and Centennial Option 6 plans with the exception of Commissioner Colleen Root, who remains in favor of a less is more approach." Alex Hulvalchick, Board considers plans to upgrade two beaches, CHI. TRIB., Sept. 4, 2022, at A9. A review of the renderings, included in the WPD's packet for the August 25 Lakefront Workshop, shows that Centennial Option 6 includes a fenced-in dog beach on the portion of property initially proposed to be swapped with Mr. Ishbia. That fence, on the north edge of the proposed swap property, does not include a gate to provide public access in the event the WPD were to transfer the enclosed portion to Mr. Ishbia at a later date. Such a transfer would violate the Public Trust Doctrine.

In contrast to these facts and legal precedent, Mr. Ishbia has repeatedly claimed a right to hold land privately that belongs to the public. He has emphasized publicly his position that "[i]t was really important to have there be something that signifies the end of public property. The public beach has to end." When asked about providing public access to what is now the public land of Centennial Park, Mr. Ishbia stated: "That's not your park, that's my house." Mr. Ishbia is wrong on these points. First, by the terms of the Exchange Agreement, no titles have been exchanged. Second, Mr. Ishbia does not and cannot own public land. He does not now and will not in the future own any land over Lake Michigan's lakebed that results from intentional engineering and resulting accretion. Nor will he own the breakwater that may be permitted by the USACE and IDNR. And if any future breakwater accretes sediment to the lakebed in front of his properties, that too will remain public land. He cannot block access to that land and the WPD should not collude with him in his misguided quest. This collusion should be avoided in all forms, whether by serving as co-applicants on a breakwater design that bars public access to public land or by building a fence now, under the auspices of containing a dog beach, only to subsequently transfer that parcel and fence to Mr. Ishbia at some point in the future.

What Mr. Ishbia owns is the right to access the waters of Lake Michigan. To preserve this right, the lakeward boundaries of his shoreline properties will shift with the naturally occurring ebb and flow of the still-water. This changing property border does not give him the right to permanently wall off from the public land held in trust for its benefit.

Mr. Ishbia wants the WPD to do for him what he could never do alone. He seeks to improperly leverage the WPD's special position as a park district and traditional actor for the public benefit to obtain regulatory permission to which he is not entitled. Construction

along the shores of Lake Michigan require the approval of the IDNR. Two IDNR principles stand in Mr. Ishbia's way. First, IDNR guidelines caution applicants that "[i]t should be kept in mind that shore protection is the primary reason the [IDNR] allows limited construction to occur on the bed of Lake Michigan. IDNR Guidelines at 3 (emphasis added). Mr. Ishbia's primary concern regarding the breakwater is not shore protection. After moving to a public waterfront, he is concerned only with his purported need for "privacy and security."

Second, when considering a project perpendicular to the shore, the IDNR states that "[a]s a guiding principle *private* offshore structures should not extend more than 125 feet offshore from the base of a bluff." *Id.* (emphasis added). Mr. Ishbia's July 15, 2022, submission to the WPD includes renderings that appear to include a breakwater that measures 300 feet offshore. Despite his June 16 representation to the WPD that he is willing to apply for his own breakwater, IDNR guidance would limit Mr. Ishbia to a structure that is less than half the size of what he is asking the WPD to help him obtain. Certainly, a breakwater that extends 300 feet, and for which he pays only half of the cost, would be more efficient and cost-effective in protecting his four contiguous properties from littoral drift.

Finally, the WPD should reject the premise that this property exchange and improvement should go forward because "the public will be in a better position to enjoy the lake because of the aesthetic improvement to the coastline and the property on the whole." See Lake Michigan Fed'n, 742 F.Supp. at 446. In Lake Michigan Federation, the court rejected just such an argument. The public currently has unfettered access to the shoreline of Centennial Park and the submerged lakebed that is proposed to be filled by the breakwater. Any argument that the public will be better off by the construction of a breakwater or planters is a "highly subjective" "value dependent assessment of the best use of the property" that is "irrelevant to an analysis of the propriety of a grant of public land." Id.

#### V. Conclusion

The submerged lands of Lake Michigan belong to the State of Illinois. They are held by the State in trust for the people of Illinois. The rights of landowners adjacent to Lake Michigan are limited. Their private property may not be accreted, or increased, at the expense of the lakebed through their intentional acts or collusion with others. Any beach area that is artificially accreted beach is *legally public*. It is not private property. Public land may not be walled off from the public. And any demand of Mr. Isbhia's for "privacy and security" from public land is misplaced, at best. For the WPD to acquiesce to any such demand would constitute a breach of the public trust.

The Winnetka Waterfront 2030: Elder Lane + Centennial Project is an ambitious vision for a leading community in the State of Illinois. The effort that has gone into the Exchange Agreement and years of negotiations for the related issues demonstrate the degree to which the WPD is committed to Winnetka Waterfront 2030. These efforts demonstrate the great care of the WPD Commissioners for the Village and people of

Winnetka. There is no question that the process of making the project real requires hard work and the assumption of some risk.

Mr. Ishbia's plan to unify Elder and Centennial Beaches and Parks is beyond risky. It places Mr. Ishbia's private interests above those of the citizens of Winnetka and twists the WPD's mission to his private benefit. His plan disregards the Public Trust Doctrine. The execution of his plan would violate federal and state law and regulations. And any citizen of Illinois may sue to prevent such a violation of the Public Trust Doctrine by Mr. Ishbia or his co-permittee.

The WPD need not proceed with Mr. Ishbia. The Winnetka Waterfront 2030: Lakefront Master Plan expressly contemplates improvements to Elder Park and Centennial Park without acquiring 261 Sheridan Road. There is no question that this version of the plan is second to a unified park. The misfortune here is not that the parties cannot find a path to perform the Exchange Agreement. The misfortune is that Mr. Ishbia chose to outbid the WPD for 261 Sheridan Road in his personal effort to contort the Lakefront Master Plan to his personal benefit. But this setback should not blind the WPD to the peril of pursuing the current unified plan with Mr. Ishbia. The WPD has no duty to realize a version of its Lakefront Master Plan. The WPD's duty is to abide by the binding statutes and case law that protect the shores and lakebed of Lake Michigan for the benefit of the public.

Very truly yours,

Paul J. Saynor

G&R Public Law and Strategies, LLC

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Ask Ar paper



# WINNETKA TALK

#### **WINNETKA**

#### Winnetka Park District board leaning toward two plans for Elder, Centennial beach renovations

By Alex Hulvalchick
Pioneer Press • Aug 28, 2022 at 10:00 am







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The Winnetka Park District Board of Commissioners is continuing to plan Elder Lane and Centennial Beach renovations despite the unknown status of the <u>land swap with billionaire property owner Justin Ishbia</u>.

The park board nearly reached a consensus on plans for Elder and Centennial at the public workshop meeting held Thursday as each commissioner voiced support for the Elder Option 2 and Centennial Option 6 plans with the exception of Commissioner Colleen Root, who remains in favor of a less is more approach.

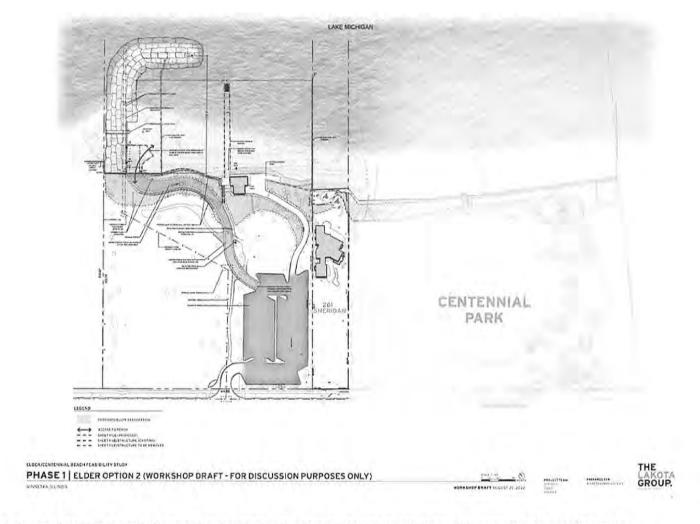


"I'm a big fan for getting Elder up and getting it done," said Root. Addressing Board President Warren James, she added, "I think you know, Warren, I'm a minimalist."

By moving forward with these two plans, the park board would be able to begin work on Elder Beach, which has remained closed for three years, without the need for the land at 261 Sheridan Road. Renovations at Centennial would be a separate plan entirely and vary based on whether the land swap with that property occurs.

Elder Option 2 includes a northern rock breakwater — spanning from the bluff into the lake — which will house the stormwater drainage pipe included as part of the village's stormwater management project. In this plan, the steel jetty at the southern end of Elder will remain, marking the property line at 261 Sheridan.

The existing pier and steel jetty will be removed as well. Public access will be available via a staircase over the stone breakwater.



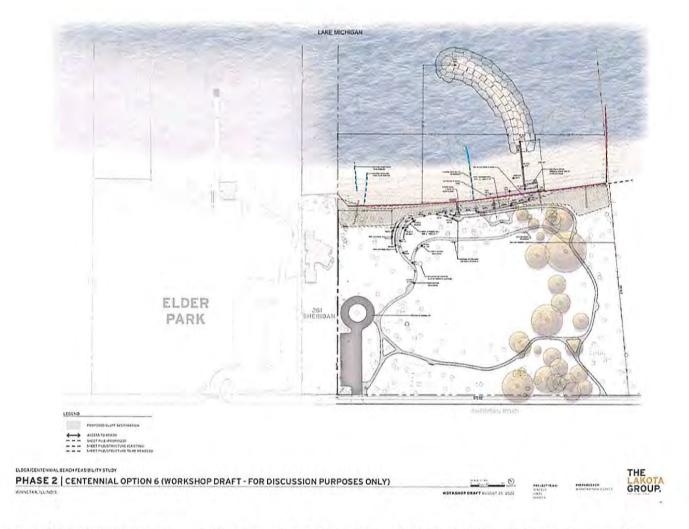
A diagram of the Elder Option 2 plan created by the Winnetka Park District. - Original Credit: Handout (Winnetka Park District / HANDOUT)

Centennial Option 6 would incorporate a stone breakwater from the shore into the water with steel connecting the breakwater to the bluff. The design allows for increased beach space when compared to other plans that contain a breakwater fully made of stone.

The plan also includes space for a dog beach at the south end, giving dog owners 170 feet past the breakwater for their canines to use. If a dog beach were included, fencing would be required to keep pets on their designated beach area with a gate for access.

Americans with Disabilities Act access will also be available at the bluff with a ramp, and an existing sheet pile structure will mark the southern end of the dog beach where another property of Ishbia's sits.

In order for this option to go forward, there could not be a land swap as the dog beach would include the land that would be given to Ishbia in the event of a swap.



A diagram of the Centennial Option 6 plan created by the Winnetka Park District. - Original Credit: Handout (Winnetka Park District / HANDOUT)

Chuck Dowding, a Winnetka resident and professor emeritus of Civil and Environmental Engineering at Northwestern University, presented his own plan which he named <u>Elder Now.</u> It has a minimalist approach in order to get the plan going quickly. It contains no stone breakwater and the stormwater pipe would be buried into the lake bed. He also calls for the pier to be demolished and to include a ramp for ADA access.

Elder Now also does not require the land swap to be completed.



Winnetka resident and professor emeritus of Civil and Environmental Engineering at Northwestern University Chuck Dowding presents his Elder Now plan at the Winnetka Park District workshop on Aug. 25, 2022. (Alex Hulvalchick / Chicago Tribune)

Root said she was in favor of the Elder Now plan because "it is cheap, it gets the beach up and running and we aren't really concerned with having to navigate potential issues with the owner of 261 Sheridan."

She also stated she is in favor of the minimalistic Centennial Option 1 plan, which has no stone breakwaters and repurposes existing steel groins.



A diagram of the Centennial Option 1 plan created by the Winnetka Park District. - Original Credit: Handout (Alex Hulvalchick / HANDOUT)

Commissioner Mickey Archambault said he was not in favor of the cheap option as he worries future work will be needed if not enough is done now.

"My main objective is 'let's not ... be shortsighted. I don't want to do this and five years, 10 years whenever, we realize we made a mistake and didn't do the right thing to protect the bluff and the beaches," he said. "We should not take the cheap road out on this thing and have to go back and do it again. It's a mistake."

Commissioner Eric Lussen said he would refuse to support any plans that do not include ADA access, saying, "the mission of the Park District is to provide for all villagers of all abilities and it doesn't take much for us to find ourselves needing ADA access individually or within our family."

As to where things stand with the land swap agreement, another negotiation session is planned for Tuesday and Board President Warren James said he hopes it will give clarity as to whether the deal can go forward as originally designed with "no strings attached."

Another public workshop is tentatively scheduled for Thursday, Sept. 15, a week prior to the Sept. 22 Park District meeting.





From: anna cramer

To: <u>Libby Baker</u>; <u>Molly Krohe</u>; <u>John Peterson</u>

Subject: Fwd: Winnetka Park District"s Backatcha #3 Thursday, Sept. 8th 6:00 PM, Hubbard Woods Aud

Date: Wednesday, September 7, 2022 10:11:25 AM

#### Sent from my iPhone

#### Begin forwarded message:

From: YourWinnetka Spot Check <yourwinnetka@gmail.com>

Date: September 6, 2022 at 4:53:22 PM CDT

To: aniacybo@gmail.com

Subject: Winnetka Park District's Backatcha #3 Thursday, Sept. 8th 6:00

PM, Hubbard Woods Aud

Reply-To: yourwinnetka@gmail.com



### Spot Check: Winnetka Park District's Workshop Follow-Up Thursday, Sept. 8th 6:00 PM Hubbard Woods Auditorium Got Questions? Get Answers?

"The Park District welcomes all feedback and will strive for transparency and better public communication as it moves forward with the project."

-winpark.org

#### work-shop / wərk SHäp/

a meeting at which a group of people engage in intensive discussion and activity on a particular subject or project.

- Oxford Languages

On Thursday, August 25th, the Winnetka Park Board held the

second of what was initially billed as a "Workshop." The promise: "Breakwater design concepts will be reviewed and discussed by the public, the Park District commissioners, the Park District staff, and any consultants attending the meeting."

The concepts were the Board's synthesis of the previous "workshop," and included three concepts for Elder Beach, four for Centennial, and two submitted by residents – all minus louvers, walls, or planter pockets.

For many, the evening didn't go as planned. Visions of postits on whiteboard, pushpins on foam core, and posterboard-mounted illustrations met dias, projection screen, podium, microphones, and auditorium seating. Intro, public comments, slide show, back up top for board-only discussion, straw pole, "the only obvious choice," thank-you-for-comings, see-you-next-times.

Oh, and we'll let you know what "Orchard" (as in the guy with the penchant for privacy and pocket planters) says when we take it to him next week.

In Case You Were Wondering...



#### **Elder Option 2**

- Pier removed
- Steel wall on South end remains
- Rock breakwater added at North end
- Natural stone steps added for public access
- Concrete access ramp added
- Stone access ramp added
- Retaining walls added
- Sand added
- Parking lot re-paved

#### ?

#### **Centennial Option 6**

- Fencing, wood, stairs, steel groin removed
- Bluff estored
- Sand added
- Parking Lot re-paved
- Stone breakwater added
- Beach access stairs and ramp (including dog gates) added
- ADA walkway added
- Retaining Walls added
- Dog Beach remains
- Dog Park Fencing and construction access (TBD)

#### Estimate Cost: \$5,910,524\*

Estimate Cost: \$4,505,600\*

\* Total: \$10,416,124 preliminary estimate based on land-based construction and excluding contingencies."

Wait...what? No rigorous debate? Sifting? Winnowing? Audience participation? No show-of-hands? And what's with that take-it-to-"Orchard" thing?

Without discussion, the dog beach – "Orchard's Number One non-negotiable" – was back, which on paper, slammed the door on the land swap. Process whatever, some heard the sounds of progress: No louvers, no walls, no planter pockets, no co-applicant, dog beach. The germ of a kumbaya.

But then, "Orchard." Downtown. A Tuesday morning Prez/Commissioner show-and-tell. Something about being a good neighbor. Kumbaya iced out.

#### Lose the Loose Ends?

It's highly unlikely the Board got two thumbs enthusiastically up on Tuesday. The reason for the meeting (and its concomitant taxpayer waste of time and treasure) moves to the top of a growing list of questions-without-answers:

- The negotiables, non-negotiables, and their flexibility.
   What's on the table, off the table, or yet to be invited?
   Looks like no one's leaving the room soon.?
- The fate of the two resident-submitted plans worked with the help of the WPD staff.
- Why the dog beach when the 2030 Lakefront Master Plan called for it to be 86'd – which kinda got this party started. Quid pros?
- What the Park Board Prez means when he says "no louvers, no walls, no planter pockets, no way." Side-

#### eying a new definition of terms?

- The fate of the land swap when residents are increasingly scrutinizing the WPD's mission to acquire – rather than swap – land when possible.
- The validity of a contract signed off on seven economic and environmental lifetimes ago.
- The fate of the entire issue when the Park District's empty pockets meet taxed-out taxpayers.

Where are We and What's Next?

The Park District staff is working their you-know-whats-off to get the Commissioners the information they need to get the President the head nods he wants.

According to the <u>schedule</u>, that includes "...using the input from the July and August meetings, staff will present to the Board the breakwater design for Elder Lane Beach and the breakwater design for Centennial Beach."

Expect this to include a drill-down on:

- A marine-based construction option.
- Environmental implications.
- Water quality issues.
- · Costs.

Funding sources and options.

A tall order by Thursday. A meeting not to miss.

Committee of the Whole
Thursday, Sept. 8th
6:00 PM
Hubbard Woods School Aud.
The agenda, zoom link and passcode will be posted 48 hours in advance here.

Make Yourself Smart.

- The 8/25 "Workshop #2" Presentation minus communitysubmitted options
- Community-Submitted Lakefront Options
- Workshop #1 beach, beach, aud.
- Exchange Agreement and Exhibits
- Original Elder Lane+Centennial Project (from the Waterfront 2030 Plan)
- Waterfront 2030 Master Plan

Always wanted to be a coastal engineer – or just play one? <u>Try this.</u>

And as always...the WPD Commissioners and their contacts:

- Warren James, President: <u>wjames@winpark.org</u>
- Christina Codo, Vice President: <u>ccodo@winpark.org</u>
- Mickey Archambault: marchambault@winpark.org

- Eris Lussen: <u>elussen@winpark.org</u>
- Cynthia Rapp: cyrapp@winpark.org
- Colleen Root: <u>croot@winpark.org</u>
- David Seaman: <u>dseaman@winpark.org</u>
- John Peterson, Exec. Director Winnetka Park District: jpeterson@winpark.org

PS - if you're new to the party, we're here to help. Strap yourself in. We wrote what we know <u>here</u>, <u>here</u>, <u>here</u>, and <u>here</u>. We'll keep it coming.



WPD's YouTube Playlist. Download to keep up to date on all their proceedings. Or click <u>here</u>.

Disclaimer: YourWinnetka is an independent non-partisan group of residents from Winnetka, IL. We publish Spot Checks. We are not associated with any other online, print, or broadcast medium or newsletter.

Meet The Team.

PS - Know a new resident who'd like to receive Spot Checks? Feel free to forward - or use the "subscribe" link below to add them to our list.

Remember, everyone you know is fighting a battle you know nothing about. Be kind.

<u>Spot Checks</u> – the best way to get smart, stay smart, and make good decisions about the things that matter in Winnetka.

<u>Read past Spot Checks</u> and <u>Subscribe</u>. You're welcome!







YourWinnetka is a non-partisan information-services organization based in Winnetka, IL

and dedicated to the belief that informed residents make for better government.

Check us out at <a href="https://www.yourwinnetka.org">www.yourwinnetka.org</a>.

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# CRAIN'S CHICAGO BUSINESS

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September 08, 2022 08:41 PM

## Billionaire in Winnetka beach tangle drops all demands—except one

Justin Ishbia has removed demands for visual screens between his property and a public beach, but his one remaining condition could still be a major obstacle to the multimillion-dollar land swap.

#### **DENNIS RODKIN**



Winnetka Park District

Justin Ishbia has removed demands for visual screens between his property and a public beach, but his one remaining condition could still be a major obstacle to the multimillion-dollar land swap.

The man who proposed a multimillion-dollar lakefront land swap with the Winnetka Park District, which has been snagged for months over his demands, has now dropped all of them except one.

But that one demand remains a sticking point, park district officials indicated at a meeting<sub>5</sub> Thursday evening. They were not scheduled to vote on the idea and will next meet Sept. 22.

#### MORE

Inside the Winnetka beachfront battle between a private-equity billionaire and the park district

Billionaire at center of Winnetka beach spat buys neighboring multimillion-dollar home

"I want the community to know I have heard you loud and clear," Justin Ishbia said at the Winnetka Park District board committee meeting. He has made concessions, he said, "in the spirit of compromise."

Ishbia, a private-equity executive who lives in Lincoln Park, has spent nearly \$40 million purchasing four lakefront mansions in Winnetka in the past few years. In 2021, he agreed to swap one of them for a piece of park district land contiguous with his other three.

On Thursday, Ishbia said that over time he has made four concessions in particular: He withdrew his request for a view-blocking privacy fence made of vertical louvers between his property and the public beach. He no longer demands "planter pockets" on the public side whose landscaping would also block the view. He will pay for the cost of demolition of the house on the property he would exchange for park district land. And he'll agree to have the dog beach adjacent to his.

But Ishbia said he won't back off the stipulation that he will hold off signing his \$6.2 million parcel at 261 Sheridan Road over to the park district until the district's project for the site has approval from the Illinois Department of Natural Resources and the U.S. Army Corps of Engineers.

Zoom

Justin Ishbia, at right, addressing Winnetka Park District officials at the Sept. 8 meeting.

The park district, he said, "needs to get approval before we complete the exchange agreement."

That stipulation was endorsed, if mildly, by one of the seven park district board members present at the meeting.

"I appreciate that Mr. Ishbia wants to know what's going to happen to the property next to him," said Eric Lussen, a commissioner. "I understand why you'd like to see approval by the IDNR and the U.S. Army Corps."

If the land swap goes through, the park district will end up with 1,000 feet of shoreline made up of what's now Elder Lane Park, the 261 Sheridan property and most of Centennial Park, and Ishbia would get a slice of Centennial that is next to his other properties, at 195, 203 and 205 Sheridan Road.

Ishbia and his wife, Kristen, plan to build a mansion on their roughly 3.6 acres, though they have not released any details on the plan.

The park district would develop a single unified park with rock seawalls that would create a swimming cove and reduce the impact of wave action on the shoreline. Such a project requires approval from state and federal agencies.

Warren James, president of the park district board and part of the original group that negotiated with Ishbia, said, "It was my considered opinion that the exchange agreement was a marvelous opportunity to combine these two parks (Centennial and Elder Lane). I still support the swap, and I support it in the manner it was originally envisioned, a free and clear swap."

Several other commissioners used the same phrase, "a free and clear" swap or exchange, indicating they do not want the deal to be contingent on getting state and federal approvals.

"I only want to make the property exchange free and clear," said David Seaman, a commissioner.

"This board is ready to do the property exchange," said Colleen Root, a commissioner. "We're waiting for you to set a date," she said, addressing Ishbia, "and we are ready to exchange deeds" of the Centennial and 261 Sheridan parcels. Another commissioner, Mickey Archambault, said he does not want to get approval and then swap the land. He wants the swap made first.

Several citizens whose names Crain's could not ascertain in the virtual meeting setting said they do not want the land swap to proceed under Ishbia's terms, if at all. Some said they prefer to keep the two parks separate, as they are at present.

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Source URL: https://www.chicagobusiness.com/residential-real-estate/justin-ishbia-drops-most-winnetka-beachfront-deal-demands





Daily horoscope for September 16, 2022



= Chicago Tribune Q

Ask Amy: DNA testing shows my youngest isn't my biological child



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#### **SUBURBS**

#### Winnetka lakefront landowner vows to hold up land swap until Park District redevelopment plans approved

By Alex Hulvalchick Pioneer Press • Sep 09, 2022 at 6:16 pm







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#### TODAY'S TOP VIDEOS





# Listen to this article

The owner of a stretch of Lake Michigan waterfront in Winnetka said he wants Park District redevelopment plans in place and all construction permits approved before moving forward with a land swap negotiated for the reconfiguration of Elder Lane and Centennial beaches.

"I am not going to agree to close this deal until I have the permits," Justin Ishbia, owner of 261 Sheridan Road, told Pioneer Press Friday. "From the very beginning, I was very clear we're not going to close the deal until I have assurances and certainty that I can do my intended purpose of building a home there. This has been my position for 27 months."





The deal to swap the park district-owned property at 209 Sheridan Road along with 70 feet of beach at the southern end of Centennial Park with Ishbia's property at 261 Sheridan Road, which sits between the two parks, was initially part of a now-scrapped plan to combine the beaches and construct a steel louvered wall that would have extended into the lake. Winnetka officials have been regrouping and are considering several plans. Some of those plans rely on the deal to trade the property with Ishbia, who also owns 205, 203 and 195 Sheridan Road.

Winnetka Park District attorney Steve Adams previously said the <u>land trade could be enforced</u> because it was not tied to the abandoned proposal.



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However, Winnetka residents Rob and Kristine Schreisheim are taking action in an attempt to block the deal because, according to a letter the couple's attorney submitted to the board, the swap would deprive Winnetka residents of "uniquely beautiful lake front park land."

Paul Gaynor, a lawyer retained by the Schreisheims, said the land swap violates Illinois' public trust doctrine and is not legally binding. He submitted a 17-page legal memo to the park board outlining his case against the exchange.

"They (the park board) have been glossing over this public trust doctrine the entire time," said Gaynor. "Any submerged waters belong to us. The land below the waterline is owned by the state in trust for the citizens."

Rob Schreisheim described the land swap as ill-conceived and said it would leave Winnetka on the losing side of the deal.

The Schreisheims are part of a group of residents that have been working to "stop the swap" for months. Members of the group recently created a website to compile information from FOIA requests submitted by residents.

Vicki Apatoff, one of the residents working on the website, said she believes some on the board are trying to avoid public scrutiny by keeping the public in the dark.

"I think we've all realized that things like the lake and the park — we all take for granted that all of us feel equally responsible for keeping it intact and for public use." "We all assume if the residents voted in an official election to buy that property for public use, it would never occur to you in a million years that a Park District would come along and give it back to a private citizen," she said. "It's so out of the realm of your imagination that we were so caught off guard."

Park Board President Warren James said he is "very disappointed" by the attempt to block the exchange and said the board could resolve the issue with Ishbia. James said he still supports the swap saying, "it should be a clean exchange."

Several commissioners said they want deeds swapped before submitting plans, as Ishbia is asking.

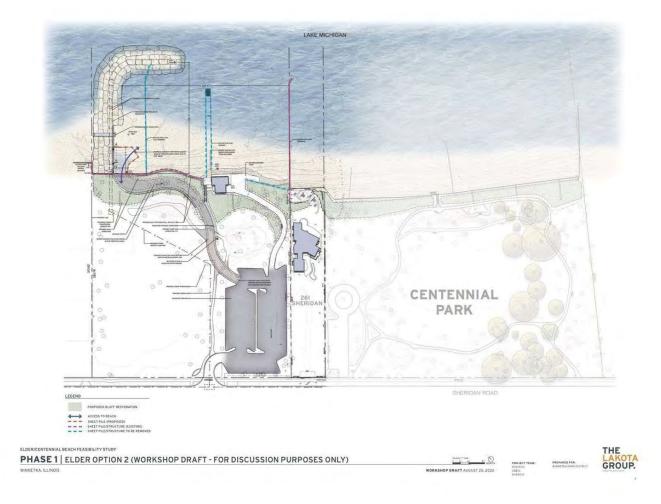
"I voted in favor of the property exchange free and clear," said Commissioner David Seaman. "I would still only want to do the property exchange free and clear — meaning no impact on design."

Ishbia asked commissioners to move forward with the project to combine Elder Lane and Centennial beaches, saying it has been over two years and a decision needs to be made.

Of the plans submitted at a previous <u>workshop</u>, Ishbia is in favor of the Elder 2 and Centennial 5 plans "with some slight modifications like including a dog beach." This differs from the <u>majority of the board</u> which has said they prefer the Centennial 6 plan. The Elder 2 and Centennial 6 plans do not require the land swap but the Centennial 5 plan can't proceed without it.

Commissioner Eric Lussen said during the meeting that Centennial 5 is a plan he could get behind.

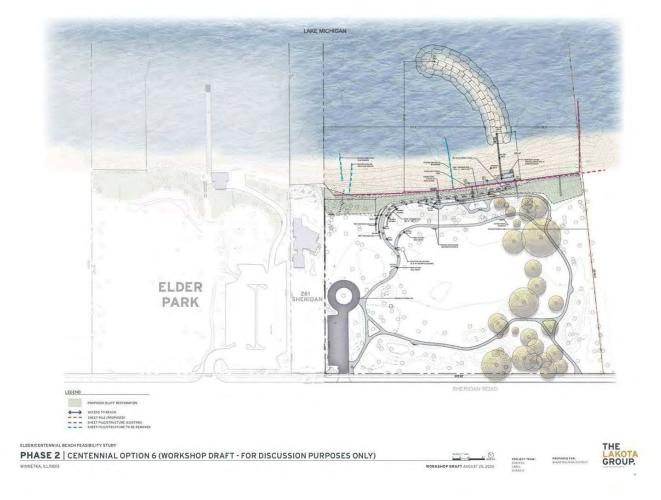
Centennial 5 is very similar to Centennial 6 with some exceptions. In the Centennial 5 plan, the southern breakwater would be built on the park's southern property line and the breakwater would be made completely of stone as opposed to stone and steel. Centennial 5 also has a smaller amount of beach south of the breakwater.



A diagram of the Elder Option 2 plan created by the Winnetka Park District. - Original Credit: Handout (Winnetka Park District / HANDOUT)



A diagram of the Centennial Option 5 plan created by the Winnetka Park District. - Original Credit: Handout (Winnetka Park District / HANDOUT)



A diagram of the Centennial Option 6 plan created by the Winnetka Park District. - Original Credit: Handout (Winnetka Park District / HANDOUT)

Ishbia has also offered to foot the bill for the demolition of the home on 261 Sheridan but said he will not swap deeds with the Park District without submission of a finalized design to the Illinois Department of Natural Resources and the Army Corps of Engineers.

"You (the community) asked me not to include louvers in the project. I agreed to that. You asked me not to have public planting pockets. I agreed to that too. You asked for a permanent dog beach at Centennial and I've agreed to that as well," Ishbia said during Thursday's Winnetka Park District committee meeting. "I am willing to accept all of the above to get an agreement done. However, in order for this opportunity to move forward the Park District needs to take action and submit agreed upon permit applications with the IDNR and Army Corps and get approval before we complete the exchange agreement."

Commissioner Colleen Root spoke directly to Ishbia and asked that he consider gifting the property to the Park District saying, "I think that if that gift would be considered and if you'd be willing to do it, you might find that there is suddenly great harmony within this community."

She then asked if he would be willing to sell the property to a potential group of locals.

"I would urge you to consider Commissioner Root's idea to donate 261 to the Park District. I think the Park District would find money in the budget to erect a statue for you if you did so," resident Randy Whitchurch said.

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Ishbia said has no plans to gift or sell the property.

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#### **MEMORANDUM**

TO: Fellow WPD Board Commissioners and John Peterson, Executive Director

FROM: Cynthia Rapp, Commissioner

DATE: September 22, 2022

RE: Proposed Board Approval Process for Elder and Centennial

**Improvements or Elder Centennial Maintenance Projects** 

During the July 21, 2022 Regular Board/COW meeting and the August, 18, 2022 Regular Board/COW meeting, we discussed the approval process for major projects in excess of \$250K, specifically in the context of the Elder-Centennial project.

At the September 8, 2022 meeting, we discussed the following motion as it relates to beach and park maintenance and/or improvements at Elder and Centennial. Please find the language for the proposed motion below for further discussion.

I move that the Board adopt the following approval checkpoints in connection with beach and park maintenance or improvements at Elder and Centennial:

1) Summary to be provided to the Board by the Executive Director/Staff of work product and costs by vendor/consultant for completed work through June 6, 2022 that identifies specifically what work was completed, what work can be reused in new plans, what additional work has been done by vendor/consultant since June 6, 2022 for which we have already incurred costs, and an estimate of additional work and costs required to move forward with any plans currently identified for further consideration. This should include work on both beachfront improvements as well as park plans and bluff restoration.

Exhibit A summarizes costs by vendor through August 10, 2022.

2) Board approval by vote of vendor/consultant contracts and proposals for associated design, engineering or other consulting work prior to further project expenditures, including permit preparation, construction oversight, stormwater engineering, civil engineering, landscape architecture, bluff planning, etc. for all vendors/consultants where \$25,000 threshold has already been met on this project.

Even if WPD has a satisfactory relationship under Policy 5.19, it is encouraged to advertise for proposals from other qualified vendors/consultants for additional work that is expected to exceed \$25,000. A proposal identifying fees in advance of engaging the consultant as outlined under Policy 5.19 should be obtained and the proposal should be presented to the Board for approval prior to incurring any significant costs.

- 3) Project timeline scenarios should be presented to the Board for discussion including potential contingencies as well as optimal timing to secure favorable bidding and costs for construction.
- 4) Board approval by vote of design plan(s) with cost estimates prior to application for permit for Elder and Centennial with WPD as the sole permittee.
- 5) Board review of permit application draft prior to submission for consideration of constructive input at a Board meeting.
- 6) Board approval of winning bidder following bid process for construction.
- 7) Project costs for all consultants/vendors for the Elder and Centennial projects should be reported on separate monthly dashboard summary at future Board meetings. Current vendors and consultants should be encouraged to submit invoices on a timely basis.

Further consideration will be given to the relevant Board Policy Manual sections to incorporate changes during the review process, but this motion will supersede the Policy Manual for all work related to Elder and Centennial beaches and parks.

#### **Elder Centennial Project Spending by Vendor**

Vendor	Spending through 6/6/2022	Spending June - August vouchers
Robbins Schwartz	\$122,082	\$2,530
Shabica & Associates	\$106,800	\$7,200
Lakota Group	\$100,213	
Figliulo & Silverman	\$47,083	\$3,245
Michels Materials	\$30,000	
SpaceCo	\$28,793	\$9,225
Terra Technology	\$21,000	
B.H. Suhr & Company, Inc	\$18,575	
Christopher Burke Engineering	\$13,774	
MaRous & Company	\$12,955	
State of IL, Clean Water Fund	\$10,000	
Appraisal Associates	\$4,500	
Res Publica Group	\$3,824	
Archeology and Geomorphology Services		\$2,250
Mealy and Handel Architects	\$789	
The Lighthouse Companies	\$600	
Testing Services Corp.	\$500	
Spending less than \$500	\$449	
Total	\$521,935	

Sources: Elder-Centennial Cost Analysis REVISED\_06.27.22.xls; July 21, 2022 Board Packet Voucher summary in June, July, and August Board packet

#### Winnetka Park District Board Summary

**Date:** September 22, 2022

**To:** Winnetka Park District Board of Commissioners

**Subject:** Resolution No. 22-09-22 authorizing the transfer of property known as Library

Park to the Winnetka-Northfield Public Library District pursuant to the Illinois

Local Government Property Transfer Act

**From:** John Peterson, Executive Director

#### **Summary:**

The Winnetka Park District ("Park District") and the Winnetka-Northfield Public Library District ("Library") continue working to complete the sale of Library Park to the Library from the Park District.

To complete the sale, the Park District and the Library each need to pass an ordinance or resolution adopting and authorizing the transaction.

• For the Library: During its board meeting scheduled for Monday, September 19, 2022, the Library's Board of Trustees is expected to review and approve an ordinance to acquire Library Park.

During its first board meeting scheduled more than 30 days after September 19, 2022, the Library's Board of Trustees is expected to conduct a formal vote to adopt and authorize the acquisition of Library Park from the Park District.

• For the Park District: During its board meeting scheduled for Thursday, September 22, 2022, the Park District's Board of Commissioners is expected to conduct a formal vote to adopt a resolution and authorize the sale of Library Park to the Library.

Following the Park District board's approval and the Library board's approval, the inspection and due diligence period for Library Park will begin. Subject to results of the inspection period, the transaction is expected to close in November 2022 – we presently estimate the week of Thanksgiving.

#### Recommendation:

Staff recommends the Winnetka Park District Board of Commissioners votes to approve Resolution No. 22-09-22 authorizing the transfer of Library Park to the Winnetka-Northfield Public Library District pursuant to the Illinois Local Government Property Transfer Act.

#### **END**

#### WINNETKA PARK DISTRICT

#### **RESOLUTION NO. 22-09-22**

# A RESOLUTION AUTHORIZING THE TRANSFER OF PROPERTY FROM THE WINNETKA PARK DISTRICT TO THE WINNETKA-NORTHFIELD PUBLIC LIBRARY DISTRICT PURSUANT TO THE LOCAL GOVERNMENT PROPERTY TRANSFER ACT

**WHEREAS**, the Winnetka-Northfield Public Library District ("Library") is organized for the purposes of owning, operating, and maintaining a library system and the territory of the Library lies in part within the corporate limits of the Winnetka Park District ("Park District"); and

**WHEREAS**, the Winnetka Park District owns the property described in **Exhibit A** attached to and by this reference incorporated into this Resolution ("Property"); and

**WHEREAS**, the Library, on September 19, 2022, passed and approved an ordinance declaring that it is necessary or convenient for the Library to use, occupy, and improve the Property for public purposes and requesting that the Park District transfer the Property to the Library, all in accordance with the provisions of the <u>Illinois Local Government Property Transfer Act</u>, 50 ILCS 605/0.01, et seq. ("Property Transfer Act"); and

**WHEREAS**, the Board of Park Commissioners of the Park District desire to transfer the Property to the Library, pursuant to the authority conferred by the Property Transfer Act:

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Park Commissioners of the Winnetka Park District, Cook County and State of Illinois, as follows:

<u>Section 1. Recitals.</u> The foregoing recitals are hereby incorporated into this Resolution as findings of the President and Board of Trustees.

Section 2. Approval and Authorization for Transfer of Property to Library. The Board of Park Commissioners hereby (a) approve transfer of the Property to the Library, (b) authorize the Board President to execute a deed to accomplish the transfer, (c) authorize the Board Secretary to attest and to seal such deed with the Park District's corporate seal, and (d) authorize the Board President, Board Secretary, Executive Director and Park District Attorney to take all other necessary and appropriate actions, in conjunction with the necessary and appropriate actions of the Library, to transfer all of the Park District's rights and title in the Property to the Library, on the terms set forth in that certain Intergovernmental Agreement, mutually agreed on by the Library and the Park District, and attached hereto as Exhibit B, which is also hereby approved.

<u>Section 3. Effective Date.</u> This Resolution will be in full force and effect from and after its passage by a vote of two thirds of the members of the corporate authorities now holding office and approval.

PASSED this day	of	2022.	
AYES:			
NAYS:			
ABSENT:			
	APPROVED th	nis day of	2022.
		By:	
ATTEST:		By: President, Board of F	Park Commissioners
Secretary, Board of Park	Commissioners		

#### Exhibit "A"

#### **PROPERTY**

#### Parcel I:

Lot 1, in Winnetka Public Library District Winnetka Park District Plat of Resubdivision, a resubdivision of part of Lots 1 and 10 and all of Lots 11, 12, and 13 in Block 36 in Winnetka, being a subdivision of the Northeast quarter of Section 20, in Township 42 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded December 12, 1986 as document no. 86595888, in Cook County, Illinois.

#### Parcel II:

That part of Lot 2 in Subdivision of Block 36 in Winnetka, that lies Westerly of a line drawn parallel with and 75 feet Southwesterly of the Northeasterly line of said lot as measured at right angles thereto, in the Northeast quarter of Section 20, Township 42 North, Range 13 East of the Third Principal Meridian, situated in the Village of Winnetka, in Cook County, Illinois.

P.I.N.s: 05-20-218-022-0000; 05-20-218-023-0000

Common Address: 768 Oak Street, Winnetka, Illinois 60093

#### Exhibit "B"

#### **INTERGOVERNMENTAL AGREEMENT**

#### REAL ESTATE SALE CONTRACT

THIS REAL ESTATE CONTRACT (the "Contract") is made as of the \_\_\_\_\_ day of \_\_\_\_\_\_, 2022 between Winnetka-Northfield Public Library District (the "Purchaser") and the Winnetka Park District ("Seller"). The Seller and Purchaser are sometimes referred to individually as a "Party" and collectively as the "Parties."

**WHEREAS**, the Seller is the owner in fee simple of a certain parcel of land located adjacent to the Winnetka Library in Winnetka, Illinois, legally described in <u>Exhibit A</u> to this contract (the "Property");

**WHEREAS**, the Parties wish to transfer ownership of the Property in accordance with the terms contained herein; and

**WHEREAS**, this Agreement is being entered pursuant to Article VII, Section 10 of the Illinois Constitution, the Intergovernmental Cooperation Act 5 ILCS 220/2, and the Local Government Property Transfer Act, 50 ILCS 605/1 et seq.

**NOW, THEREFORE,** in consideration of the above Recitals, which are incorporated herein, and the terms and conditions of the Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. <u>Property</u>. Seller agrees to sell, and Purchaser agrees to purchase from Seller, all of Seller's right, title and interest in the Property together with all privileges, rights and appurtenances thereto, and arrange for conveyance of title to the Purchaser by a recordable warranty deed subject only to:
  - a. Public easements, utility easements, covenants and restrictions of record which do not limit the use of the Property for the Purchaser's purposes;
    - b. General real estate taxes for the year 2022 and thereafter.

#### 2. <u>Purchase Price</u>.

- 2.1 The purchase price ("Purchase Price") to be paid by Purchaser to Seller at closing shall be Three Hundred Thirteen Thousand and No/100 Dollars (\$313,000.00), plus or minus prorations.
- 2.2 The Purchase Price, when due, shall be payable in cash by cashier's or bank check or by wire transfer providing immediately available funds.
- 3. <u>Inspection Period</u>. This Contract is contingent on Purchaser's determination that the Property is suitable for Purchaser's use. Purchaser shall have forty (40) days from the date of this Contract to make such determination. If Purchaser, in its sole discretion, determines that the

Property is not suitable for Purchaser's needs, Purchaser shall have the right to terminate the Contract by providing notice in writing to Seller. To assist the Purchaser, Seller shall provide to the Purchaser on or before fourteen (14) days after the effective date of this Contract copies of all reports, test results, inspection reports, assessments, evaluations and surveys within Seller's possession or control pertaining to the Property.

#### 4. Seller's Obligations.

- 4.1 Commitment of Net Sales Proceeds. The Seller warrants to Buyer that it shall commit the net proceeds of the transaction contemplated in this Contract to the cost of capital improvements at Elder Lane beach or Centennial beach.
- 4.2 Extension of Resident Rates. The Parties acknowledge and agree that there are residents of Purchaser who are not taxpayers within the Seller's jurisdiction ("Northfield non-residents"). For a term of five (5) years (commencing with the first season after Closing, which shall be confirmed in writing by the Parties), the Seller shall sell "Beach Season Passes" to Northfield non-residents at the same rates charged to Seller's residents, as established from time to time. Use of the Beach Season Passes by Northfield non-residents shall be subject to the same terms and conditions applicable to Seller's residents.
- 4.3 The provisions of this Section 4 shall survive Closing and shall not merge with the deed upon Closing.

#### 5. <u>Costs; Prorations; Credits</u>.

- 5.1 Seller shall pay the cost of the title examination of the Subject Property, the issuance of the Title Commitment (as defined in Paragraph 6.1), the title insurance premium for the title insurance policy issued to Purchaser pursuant to the Title Commitment in the amount of the Purchase Price, and any state and county transfer, grantor, documentary stamp or similar taxes applicable to this transaction, if any, and all other local municipal transfer taxes pursuant to local/municipal ordinances and/or custom. Purchaser shall pay the cost of recording the deed if not exempt by local or state law and the cost for any special endorsements (including extended coverage), as defined in Paragraph 6.1. Seller and Purchaser shall share equally any escrow charges of the Escrow Agent. Each Party shall pay its own attorney's fees.
- 5.2 The Parties acknowledge and agree that the Property is currently marked "Exempt" in the books of the Chief County Assessment Officer and that no proration for property taxes is required.

#### 6. <u>Title</u>.

6.1 Seller shall convey marketable and insurable title for the Subject Property. The Subject Property shall not be subject to any (i) mortgage, deed to secure debt, deed of trust, security agreement, judgment, lien or claim of lien, or any other title exception or defect that is monetary in nature, Seller hereby agreeing to pay and satisfy of record any such title defects or exceptions prior to or at Closing at Seller's expense, or (ii) any leases, rental agreements or other rights of

occupancy of any kind, whether written or oral (the items described in (i) and (ii) are hereinafter referred collectively as the "Seller Defects"). Seller shall, at the expense of Seller, and within thirty (30) days after the Date of this Contract, deliver to Purchaser an Owner's title insurance commitment ("Title Commitment"), issued by First American Title Insurance Company ("Title Company") covering the Subject Property and naming Purchaser as the proposed insured. As to any title exceptions or defects affecting the Subject Property Purchaser shall have ten (10) business days after receipt of the Title Commitment, to give Notice to Seller of any objections of Purchaser. If Purchaser fails to give any Notice to Seller by such date, Purchaser shall be deemed to have waived this right to object to any exceptions or defects. If Purchaser does give Seller Notice of objection to any title exceptions or defects, Seller shall have the right for a period of fifteen (15) business days after such Notice to cure or satisfy all Seller Defects. If Seller fails or elects not to cure any unpermitted title exceptions or defects, then Purchaser may elect to close the transaction and take title subject to such exception or to terminate this Contract. Purchaser shall have the right at any time to waive any objections that it may have made and thereby to preserve this Contract in effect. So long as this Contract remains in effect, Seller agrees not to alter or encumber in any way the title to the Subject Property. If a title exception or defect may be cured by the payment of funds, the Purchaser may make that payment and deduct it from the Purchase Price. The costs of an extended coverage endorsement, if any, shall be the Purchaser's responsibility.

- 6.2 As used in Subparagraph 6.1, "insurable title" shall mean title insurable at standard rates by the First American Title Insurance Company with a standard ALTA Owner's title insurance policy.
  - 6.3 Any costs associated with closing shall be equally shared by the parties.
- 7. <u>Closing</u>. The closing or settlement ("Closing") of the transaction contemplated by this Contract shall be within fifteen (15) business days after the end of the Inspection Period pursuant to Paragraph 3 of this Contract, or as mutually agreed to by the Parties, but not later than November 30, 2022. Closing shall occur at the First American Title Insurance Company Office located nearest the Property or as otherwise mutually agreed between the parties.
- 8. Right of Entry. From and after the date of this Contract for a period not longer than forty (40) days, Seller hereby grants Purchaser, its representatives and agents, the right to enter upon the Subject Property to: (1) examine, inspect and test the feasibility and adaptability of the Subject Property for Purchaser's intended use, such tests may include, without limitation, soil borings, soil tests, tests to determine the adaptability of the Subject Property for drainage and environmental audits; and (2) collect all information that is necessary or appropriate in connection with this Real Estate Contract, or for Purchaser's intended use of the Subject Property; and (3) conduct a Professional Land Survey by a surveyor licensed to practice land surveying under the laws of the state of Illinois at Purchaser's expense. (All of the foregoing examinations, inspections, studies and tests being hereinafter referred to as the "Studies".) All such Studies are to be made at Purchaser's expense. Purchaser agrees to repair any damage caused to the Subject Property as a result of the Studies, and to indemnify, defend and hold harmless Seller from and against any claims, demands, losses, liabilities, settlements, damages, costs or expenses resulting from Purchaser's carrying out the Studies. Purchaser shall not cause or allow any lien claim to be filed against the Subject Property as a result of said Studies, and shall remove any such claims so filed

within ten (10) days following actual or constructive notice thereof. Prior to performing or conducting any of the Studies, the Purchaser shall deliver to the Seller evidence of commercial general liability insurance with coverage for personal injury, including death, and property damage and limits of not less than One Million Dollars per occurrence and an aggregate limit of Two Million Dollars. Seller's insurance contract shall provide coverage for Purchaser to the extent required by this Agreement.

9. Notice. Each Notice ("Notice") provided for under this Contract must comply with the requirements of this paragraph. Each Notice shall be in writing and sent by (i) depositing it with the United States Postal Service or any official successor thereto, certified or registered mail, return receipt requested, with adequate postage prepaid, or (ii) special courier service (e.g., Federal Express), addressed to the appropriate Party (and marked to a particular individual's attention if so indicated) as hereinafter provided. Each Notice shall be effective upon the date of delivery. Rejection or other refusal by the addressee to accept, or the inability of the United States Postal Service to deliver because of a changed address of which no Notice was given, shall be deemed to be the receipt of the Notice sent. In the event that registered or certified mail service is not being provided by the United States Postal Service or any official successor thereto at the time in question, each Notice may then be served by personal service or sent by e-mail. Any Party shall have the right from time-to-time to change the address or individual's attention to which Notices to it shall be sent by giving to the other Parties at least ten (10) days prior Notice thereof. The addresses of the Parties shall be those set forth on the first page of this Contract, with additional addresses as follows:

IF TO SELLER: Winnetka Park District

Attention: Executive Director

540 Hibbard Road

Winnetka, Illinois 60093

E-Mail: jpeterson@winpark.org

with a copy to: Ancel Glink

Attention: Adam Simon

175 E. Hawthorn Parkway Suite 145

Vernon Hills, Illinois 60061 E-Mail: <u>asimon@ancelglink.com</u>

IF TO

PURCHASER: Winnetka-Northfield Public Library District

Attn: Director 768 Oak Street

Winnetka, Illinois 60093

E-Mail: mdombrowski@winnetkalibrary.org

with a copy to:

Attention: Mark Ritzman

Peregrine, Stime, Newman, Ritzman & Bruckner, Ltd.

221 E. Illinois Street

P.O. Box 564

Wheaton, IL 60187

E-Mail: mritzman@psnrb.com

- 10. Closing Documents. At Closing, the following shall occur:
- 10.1 Seller shall deliver or cause to be delivered to Purchaser the following:
- a. A Warranty Deed fully executed by Seller conveying to Purchaser the Subject Property;
- b. Owner's policy of title insurance in the amount of the Purchase Price (the "Title Policy"), issued by the Title Company pursuant to the Title Commitment, subject only to Permitted Title Exceptions (with extended coverage if Purchaser elects to pay that expense);
- c. Evidence satisfactory to Purchaser and the Title Company that the person or persons executing the Closing documents on behalf of Seller have full right, power and authority to do so;
  - d. Certificate of Non-Foreign Status executed by Seller;
  - e. ALTA Statement duly executed by Seller;
  - f. A Closing Statement;
  - g. All required Transfer Tax Declarations;
  - h. 1/2 of the escrow and closing costs; and
- i. Such other instruments as may be reasonably necessary to effect the conveyance of the Subject Property in accordance with this Contract.
- 10.2 Purchaser shall deliver or cause to be delivered to Seller the following:
  - a. The Purchase Price adjusted in accordance with Paragraph 5;
  - b. ALTA Statement duly executed by Purchaser;
- c. Evidence satisfactory to Seller that the person or persons executing the Closing documents on behalf of Purchaser have full right, power and authority to do so;

- d. A signed Closing Statement;
- e. Counterparts of all required Transfer Tax Declarations;
- f. 1/2 of the escrow and closing costs; and
- g. Such other instruments as may be reasonably necessary to effect the conveyance of the Subject Property in accordance with this Contract.
  - h. Affidavit of Title duly executed by Seller.
- 11. <u>Default and Remedies</u>. If Seller fails or refuses to convey the Subject Property in accordance with the terms of this Contract or otherwise perform its obligations hereunder, and such failure or refusal is not cured within fifteen (15) days after Notice from Purchaser, then Purchaser shall have the right to specific performance, or any and all other rights and remedies available at law or in equity for Seller's breach. Seller shall have all rights and remedies available at law or in equity for Purchaser's breach, but shall not have the right of specific performance.
- 12. <u>Entire Agreement</u>. This Contract constitutes the entire agreement of the Parties and may not be amended except by written instrument executed by Purchaser and Seller.
- 13. <u>Interpretation</u>. The paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope of content of this Contract or any provision thereof. If any Party is made up of more than one person or entity, then all such persons and entities shall be included jointly and severally, even though the defined terms of such Party is used in the singular in this Contract. If any right of approval or consent by a Party is provided for in this Contract, the Party shall exercise the right promptly, in good faith and reasonably, unless this Contract expressly gives such Party the right to use its sole discretion. The term "Business Day" shall mean Monday through Friday, excluding holidays recognized by the state government of the State in which the Subject Property is located. If any time period under this Contract ends on a day other than a Business Day, then the time period shall be extended until the next Business Day. If a time period under this Contract is five (5) days or less, it shall mean five (5) Business Days.
- 14. <u>Possession; Risk of Loss</u>. Seller shall deliver actual possession of the Subject Property at Closing and Seller shall bear all risk of loss with respect to the Property until closing. The Subject Property shall, on the date of Closing, be in substantially the same condition as of the Date of this Contract, normal wear and tear excepted.
- 15. <u>Applicable Law.</u> This Contract shall be construed and interpreted in accordance with the laws of the State of Illinois.

#### 16. Parties' Agreements.

Seller warrants, represents and agrees that:

- 16.1 Seller is the owner of the Subject Property as of the Date of this Contract.
- 16.2 Seller represents that it is not a "foreign person" as defined in Paragraph 1445 of the Internal Revenue Code, and is therefore exempt from the withholding requirements of said Paragraph.
- 16.3 Seller represents and warrants to the best of Seller's actual knowledge and belief, the Seller has not received any Notice, of any actual or pending litigation or proceeding by any organization, person, individual or governmental agency against Seller with respect to the Subject Property or any portion thereof or with respect thereto; and Seller has no actual knowledge, nor has Seller received any notice, of any violations of law, municipal or county ordinances, or other legal requirements with respect to the Subject Property (or any part thereof) or with respect to the use or occupancy of the Subject Property, including but not limited to any zoning, building, fire or health code violation or pending special assessment, re-assessment or rate increases in connection with the Property.
  - 16.4 Seller represents and warrants to the best of Seller's actual knowledge and belief:
  - a. The Property has never been used for a sanitary land fill, dump or for the disposal, generation, treatment or storage of waste;
  - b. It has not received any notice of any violation of any environmental protection laws or regulations or any lien relating to such with respect to the Property nor does it have any actual knowledge which would provide a basis for any such violation or lien;
  - c. It is unaware of any encumbrances, restrictions or liabilities affecting the property which would result in the "recapture" of any costs or expenses.
  - d. All required building permits have been obtained and fees paid for any improvements, including out buildings and exterior work, if any, to the premises made during Seller's ownership of the property.
- 16.5 The obligations of Purchaser under this Contract are subject to the condition that the warranties and representations of Seller in this Paragraph 16 and all subparagraphs are true and correct as of the Date of Closing. If, due to a change in facts or circumstances, Seller is not able to affirm its warranties and representations, Purchaser shall have the option either to terminate or accept the Subject Property subject to the change in facts or circumstances. Subject to the preceding sentence, Seller shall affirm its warranties and representations in this Paragraph 16 and all subparagraphs at (and as of the Date of) Closing.
  - 16.6 Purchaser warrants, represents and agrees:
  - a. The persons executing this Agreement on behalf of the Purchaser, and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise

required to fulfill the Purchaser's obligations hereunder, have full authority to bind the Purchaser to such obligations and to so act on behalf of the Purchaser;

- b. The Purchaser has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and performance of this Agreement; and
- c. The execution, delivery, and performance of this Agreement are not prohibited by any requirement of law or under any contractual obligation of the Purchaser, will not result in a breach or default under any agreement to which the Purchaser is a party or to which the Purchaser is bound, and will not violate any restriction, court order, or agreement to which the Purchaser is subject.
- 16.7 The obligations of Seller under this Contract are subject to the condition that the warranties and representations of Purchaser in this Paragraph 16 and all subparagraphs are true and correct as of the Date of Closing. If, due to a change in facts or circumstances, Purchaser is not able to affirm its warranties and representations, Seller shall have the option either to terminate or sell the Subject Property subject to the change in facts or circumstances. Subject to the preceding sentence, Purchaser shall affirm its warranties and representations in this Paragraph 16 and all subparagraphs at (and as of the Date of) Closing.
- 17. <u>Contract</u>. As used herein, the phrase "Date of this Contract" shall mean the date on which the acceptance of the offer is completed by the signing of the offer by Seller or Purchaser, whichever is the last to execute.
- 18. <u>Counterpart Execution</u>. This Contract may be executed in separate counterparts. It shall be fully executed when each Party whose signature is required has signed at least on (1) counterpart, even though no one (1) counterpart contains the signature of all the Parties.
- 19. The parties executing this document on behalf of Seller and Purchaser do so only in their official capacity and shall incur no personal obligation or liability.
- 20. Execution of Other Documents. The Parties agree to cooperate in good faith to complete and execute any additional documents that may be necessary to effectuate the conveyance of the Property or that may be required under applicable federal, state, or local laws, statutes, regulations, or ordinances related to such conveyance. Specifically, and without limitation of the foregoing, prior to the Closing Date, the Parties shall adopt appropriate resolutions or ordinances approving the conveyances contemplated by this Agreement and as required by the Illinois Local Government Property Transfer Act, 50 ILCS 601/0.01, et seq.
- 21. No Real Estate Broker. The Parties acknowledge, warrant, and agree that neither Party has dealt with a broker or consultant in connection with the conveyance of the Property, and that no person or entity is entitled to a broker's fee, finder's fees, or commission in connection with the conveyance of the Property to the School District.
- 22. Miscellaneous. In the event that, prior to the date of closing, all or any portion of the Property or any rights or easements therein shall be taken by condemnation or right

of eminent domain or like process, or shall be threatened with the same which, in the Library's opinion, would have a materially adverse impact upon the Library's proposed development of the Property, the Library shall, within thirty (30) days after having received notice thereof from the Seller, elect in writing to either:

- a. Continue this Contract in full force and effect, notwithstanding such taking or threatened taking, in which case the Library shall proceed to purchase the Property. The Library shall be entitled to appear and defend against same and the total amount of any condemnation award made prior to closing shall be paid to the Seller and applied as a credit to the Library at closing; or
- b. Delete that portion of the Property condemned or threatened to be condemned from this Contract with a proportionate reduction in the purchase price in which event the Library and the Seller shall jointly appear and defend against such condemnation proceedings; or:

#### c. Terminate this Contract.

THE PURCHASER, IN CONSIDERATION OF THE 23. As-Is, Where-Is. PURCHASE PRICE, AGREES TO ACCEPT THE PROPERTY IN ITS "AS-IS", "WHERE IS" CONDITION, WITH ALL FAULTS, AS OF THE CLOSING DATE, OTHER THAN MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SELLER HAS NOT MADE, OR AUTHORIZED ANYONE TO MAKE, ANY WARRANTY OR REPRESENTATION ABOUT THE PRESENT OR FUTURE PHYSICAL OR ENVIRONMENTAL CONDITION, DEVELOPMENT POTENTIAL, ZONING, OPERATION, INCOME GENERATED BY, OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY OR ANY MATTER OR THING PERTAINING TO THIS AGREEMENT AND NO SUCH REPRESENTATION OR WARRANTY SHALL BE IMPLIED OR ARISE BY OPERATION OF LAW, INCLUDING ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PURCHASER EXPRESSLY ACKNOWLEDGES THAT (A) OTHER THAN MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT, NO SUCH WARRANTY OR REPRESENTATION HAS BEEN MADE AND THAT THE PURCHASER IS NOT RELYING ON ANY WARRANTY OR REPRESENTATION WHATSOEVER OTHER THAN MAY BE SPECIFICALLY SET FORTH OF THIS AGREEMENT, AND (B) THE PURCHASER, HAVING HAD THE OPPORTUNITY TO MAKE AN INDEPENDENT INVESTIGATION AND EXAMINATION OF THE PROPERTY AND ALL MATTERS RELATED THERETO, IS RELYING SOLELY ON ITS OWN INVESTIGATION THEREOF. THE TERMS OF THIS SECTION SHALL SURVIVE THE CLOSING OR TERMINATION OF THIS AGREEMENT. THE ACCEPTANCE OF THE PROPERTY BY THE PURCHASER IN "AS-IS" CONDITION AND "SUBJECT TO ALL FAULTS" DOES NOT CONSTITUTE AN INDEMNIFICATION OF THE SELLER OR A HOLD HARMLESS PROVISION IN FAVOR OF THE SELLER AND EACH PARTY SHALL BEAR THEIR OWN RESPONSIBILITY FOR ANY ENVIRONMENTAL LIABILITIES CREATED BY EACH SUCH PARTY.

IN WITNESS	WHEREOF,	the parties	hereto ha	eve hereunto	set their	hands ar	nd seals	the
date first written above	e.							

PURCHASER:		SELLER:	
Winnetka-Northfield Public Library Dis	strict	Winnetka Park District	
Ву:	Ву: _		

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# EXHIBIT A (Legal Description)

#### Parcel I:

Lot 1, in Winnetka Public Library District Winnetka Park District Plat of Resubdivision, a resubdivision of part of Lots 1 and 10 and all of Lots 11, 12, and 13 in Block 36 in Winnetka, being a subdivision of the Northeast quarter of Section 20, in Township 42 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded December 12, 1986 as document no. 86595888, in Cook County, Illinois.

#### Parcel II:

That part of Lot 2 in Subdivision of Block 36 in Winnetka, that lies Westerly of a line drawn parallel with and 75 feet Southwesterly of the Northeasterly line of said lot as measured at right angles thereto, in the Northeast quarter of Section 20, Township 42 North, Range 13 East of the Third Principal Meridian, situated in the Village of Winnetka, in Cook County, Illinois.

P.I.N.s: 05-20-218-022-0000; 05-20-218-023-0000

Common Address: 768 Oak Street, Winnetka, Illinois 60093