



**WINNETKA PARK DISTRICT
COMMITTEE OF THE WHOLE
Thursday, February 10, 2022 | 6:00 p.m.
Via Zoom Videoconference Platform***

AGENDA

1. Roll Call
2. Additions or Changes to the Agenda
3. Communications
4. Staff Reports
5. New Business
 - a. Winnetka Music Festival
 - b. Board Policy Manual Review
 - c. Northshore Trevians Youth Football Donation
 - d. 2022 Summer Concert Series
6. Unfinished Business
 - a. Website Preview
 - b. Golf Course Stormwater – *update*
 - c. Golf Course Well – *discussion*
 - d. Golf Fund – *discussion*
 - e. Legal Fees - *discussion*
7. Matters from the Director
8. Board Liaison Reports
9. Closed Session

The Board will enter Closed Session to discuss:

 - a. The purchase or lease of property - 5 ILCS 120/2(c)(5)
 - b. The setting of a price for sale or lease of property - 5 ILCS 120/2(c)(6)
10. Adjournment

***Zoom participation instructions**

To participate via the Zoom software, sign in and enter Meeting ID #827 5904 2243 and Passcode #526382. To participate by phone, call 1-312-626-6799 and use the same meeting ID and passcode as above. Remarks from Visitors will be facilitated on Zoom during the meeting.

****Item included in packet**

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



WINNETKA PARK DISTRICT 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.

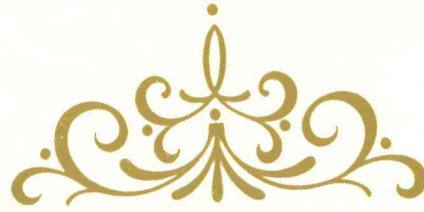
If you have a question or concern and need to address the Board at any of these meetings, please comply with the basic guidelines below.

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



THANK YOU

Thank you for helping
us celebrate John's
life.

Warm regards,
The Thomas Family

**Winnetka Park District
Board Summary**

Date: February 7, 2022
To: Board of Commissioners
Subject: Policy Manual Review
From: Libby Baker, Office Associate
Through: John Peterson, Executive Director

Summary:

The Winnetka Park District completed an extensive review/board adoption of the District's policy manual in 2016, with future plans calling for a re-visit every three years. The manual was reviewed, updated and approved in segments during 2019. The policy manual is once again due for staff review and Board approval. Per the policy, the Board is to review each chapter twice before it is approved. A tentative review schedule is outlined below:

Chapters 1-4

- 1st reading – February 24 Regular Board meeting
- 2nd reading – March 10 Committee of the Whole meeting

Chapters 5-7

- 1st reading – March 24 Regular Board meeting
- 2nd reading – May 12 Committee of the Whole meeting

Chapters 8-13

- 1st reading – May 26 Regular Board meeting
- 2nd reading – August 18 Committee & Regular Board meeting

Chapters 14-18

- 1st reading - September 8 Committee of the Whole meeting
- 2nd reading – September 22 Regular Board meeting

Full Policy Manual

- Final review – October 13 Committee of the Whole meeting
- Board approval – October 27 Regular Board meeting

Recommendation:

Staff recommends the chapters be reviewed as outlined above, with final approval of the full document at the October 27, 2022 Regular Board meeting.

END

**Winnetka Park District
Board Summary**

Date: February 7, 2022

To: Board of Commissioners

Subject: Northshore Trevians Youth Football Light Tower Donation

From: Kyle Berg, Superintendent of Recreation

Summary:

In the best interest of the Winnetka community, the Winnetka Park District partners with Northshore Trevians Youth Football (“NTYF”) to provide recreational youth flag and tackle football programming to the local community. The programming offers flag and tackle football opportunities to all youth, regardless of age or ability level.

The staff put together a Donation Agreement for NTYF. The Donation Agreement outlines the following information:

- NTYF agrees to donate one (1) outdoor light tower to the Park District in accordance with the attached quote.
- Total delivered cost of the outdoor light tower is \$11,194.00.
- NTYF agrees to reimburse the full delivered cost of the light tower through a restricted donation to the Winnetka Parks Foundation.
- In exchange for NTYF’s donation, the Park District will waive the light fees required for NTYF’s use of the field with the light tower for the period of four (4) years.
 - NTYF, on average, pays \$1,500 per year (\$6,000 across four (4) years) in light fees for the field where this light tower will be used.
- NTYF transfers all right, title and ownership of the light tower to the Park District for the use and enjoyment of the Park District.
 - The Park District will be responsible for maintaining the light tower.
 - The Park District will be able to use the portable light tower to fulfill additional programming needs, as necessary.

Recommendation:

Staff recommends approving this Donation Agreement for Northshore Trevians Youth Football.

END

**Donation Agreement Between
Winnetka Park District and Northshore Trevians Youth Football**

This Donation Agreement (the “Agreement”) made this 26 day of January, 2022 (the “Effective Date”) by and between the Winnetka Park District, an Illinois unit of local government (the “Park District”) and the Northshore Trevians Youth Football, an Illinois not-for-profit corporation (“NTYF”). The Park District and NTYF are hereinafter sometimes individually referred to as a “Party” or collectively as “Parties.”

Recitals

A. The Park District is the owner of real property commonly referred to as the Skokie Playfields, located at 540 Hibbard Road, Winnetka, Illinois (the “Playfields”).

B. NTYF is a 501(c)(3) organization which offers youth flag and tackle football programs (the “Programs”).

C. The Park District and NTYF have entered into an Affiliate Agreement, dated July 23, 2020 (the “Affiliate Agreement”), whereby NTYF has the right to use the Playfields to conduct the Programs, subject to the terms and conditions of the Affiliate Agreement.

D. NTYF desires to donate an outdoor light tower to the Park District to provide opportunities for additional field use at the Playfields to conduct the Programs.

E. The Park District will benefit from an outdoor light tower at the Playfields as it would provide additional field use opportunities for Park District programs, NTYF, other Park District affiliates and patrons.

F. NTYF has determined that it is in the best interest of NTYF, and it is in furtherance of NTYF’s purpose, to donate the outdoor light tower based on the terms and conditions of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

Section 1: Incorporation of Recitals. The foregoing recitals are hereby incorporated into this Agreement, and made a part hereof, and all covenants, terms, conditions and provisions hereinafter contained shall be interpreted and construed in accordance therewith.

Section 2: Donation of Outdoor Lighting Tower. NTYF agrees to donate one (1) outdoor light tower to the Park District in accordance with the specifications as set forth in **Exhibit A**, attached to and incorporated as part of this Agreement by reference (the “Light Tower”). The Park District shall be responsible for the purchase and delivery of the Light Tower. NTYF shall reimburse the full delivered cost of the Light Tower through a restricted donation to the Winnetka Parks Foundation.

Section 3: Lighting Fees. In exchange for NTYF’s donation of the Light Tower, for a period of four (4) years (the “Term”), the Park District will waive the light fees required by the Affiliate Agreement for NTYF’s use of the field with the Light Tower, provided the Affiliate Agreement is not terminated. In the event the Affiliate Agreement is terminated or not renewed prior the end of the Term, NTYF’s right to a waiver of light fees in accordance with this section shall terminate upon the date of termination or the date of non-renewal of the Affiliate Agreement, as applicable.

Section 4: No Payment: The Park District and NTYF agree that each Party's performance of this Agreement constitutes full consideration and that the Park District is not obligated to pay for the Light Tower.

Section 5: Property Rights. Subject to the terms and conditions of this Agreement, NTYF transfers all right, title and ownership of the Light Tower to the Park District for the use and enjoyment of the Park District. Title to the Light Tower will vest in the Park District upon delivery of the Light Tower to the Park District. Promptly upon receipt of the Light Tower by the Park District, NTYF will provide any and all documents necessary to record the transfer of title in the Light Tower. All warranties to the Light Tower shall be assigned to the Park District. The Park District shall be responsible for maintaining the Light Tower. Except as otherwise prohibited by law, NTYF shall not be liable to the Park District, its commissioners, officers, employees, invitees or agents for any damage done, occasioned by, or arising from use of the Light Tower except to the extent caused by the negligent act or omission of the NTYF, its officer or agents in their use of the Light Tower.

Section 6: Use of Light Tower: The Park District may use the Light Tower for any purpose it deems appropriate and there is no expectation of reversion of the Light Tower to NTYF under any circumstances whatsoever.

Section 7: No Liens: NTYF warrants that there are no claims, judgments, liens or other encumbrances of any kind whatsoever against or upon title to the Light Tower.

Section 8: Termination. The Parties may agree to terminate this Agreement upon written agreement.

Section 9. Miscellaneous.

a. **No Third-Party Beneficiaries.** No claim as a third-party beneficiary under this Agreement by any person, firm or corporation shall be made, or be valid, against the Park District or NTYF.

b. **No Waiver.** Waiver by the Park District or NTYF of any breach of this Agreement by the other Party shall not be held to be a waiver of any other or subsequent breach by the Park District or NTYF.

c. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof. The Parties agree that no change or modification to this Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties, and attached to and made a part of this Agreement.

d. **Governing Law.** This Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois, and the exclusive venue for purposes of enforcing this Agreement shall be the Circuit Court of Cook County, Illinois.

e. **Severability.** The Parties agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes of this Agreement and the terms and requirements of applicable law.

f. Authority. Each Party represents and warrants that it has the full corporate power and legal authority to enter into this Agreement, the ability, capacity and means to carry out the obligations herein and the power and authority to execute this Agreement.

g. Binding Effect. This Agreement shall be binding upon the successors of each respective Party and/or its governing board.

h. Headings. Headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

i. Compliance with Laws. The Parties shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Donation Agreement as of the date set forth beneath their signatures below.

WINNETKA PARK DISTRICT

BY: _____
[NAME AND TITLE]

Date: _____

ATTEST: _____
[NAME AND TITLE]

Date: _____

NORTHSHORE TREVIANS YOUTH FOOTBALL

BY: _____
[NAME AND TITLE]

Date: _____

ATTEST: _____
[NAME AND TITLE]

Date: _____



Construction Equipment Specialists

www.burrisequipment.com



Waukegan:
2216 N. Greenbay Road
Waukegan, IL 60087
(847) 336-1205
(847) 336-2697 - Fax

Date: 1/26/2022

Rev: 1/28/2022

SOURCEWELL CONTRACT #041719-WAC

Invoice To: WINNETKA PARK DISTRICT C00028071

Ship To: WINNETKA PARK DISTRICT

Member # 68447

540 Hibbard Road
Winnetka, IL 60093

Attn: Greg Fields

Ph # 847-501-2057

Cell # 847-924-0842

Email gfields@winpark.org

Lakemoor:
27939 W. Concrete Drive
Ingleside, IL 60041
(815) 363-4100
(815) 363-4109 - Fax

Joliet:
2001 Cherry Hill Road
Joliet, IL 60433
(815) 464-6650
(815) 464-6951 - Fax

REV.2 QUOTE

We are pleased to submit this quote for your consideration:

Qty	Code	Description	List Price	Sourcewell Price
1	5100028693	2021 WACKER NEUSON LTV6L LIGHT TOWER Kohler KDW1003 diesel engine, Mecc Alte 6kW alternator, (4) 1100 W metalhalide lights, key start, manual mast, (1) 120 volt dual receptacle outlet plug for 60hz, trailer with torsion axle, 2 in. ball hitch, flip up tongue, trailer mounted light package	13,785.00	8,817.00
1	L_LIGHTING_009	300W LED - UPGRADE	3,315.00	2,119.00
1	L_LTHITCH_005	Ball 2/Pintle2.5 Combo Hitch - UPGRADE	215.00	138.00
		Dealer Prep:	120.00	120.00
		Factory Freight:	220.00	0.00
		Sub-Total:		11,194.00
		Sales Tax %:		EXEMPT
		Grand Total:		\$11,194.00

Notes:

CURRENT LEAD TIME SEPTEMBER 2022

BURRIS EQUIPMENT WILL WAIVE \$220 FACTORY DESTINATION CHARGE USING BURRIS TRUCKING

Randy Behm
randy.behm@burrisequipment.com
CELL # (847) 774-4353
Burris Equipment Co

Quote Good Thru: 30 DAYS

Mailed Faxed Delivered Emailed

Order Accepted:

Customer Signature	Date	Sales Representatives Signature	Date
		Sales Service Rentals Parts	

**Winnetka Park District
Board Summary**

Date: February 7, 2022

To: Board of Commissioners

Subject: Summer Concert Series and Children's Concerts

From: Kyle Berg, Superintendent of Recreation

Summary

In the interest of celebrating the summer season and the opportunity to come together as a community, the Park District offers free Summer Concert Series and Children's Concerts at Hubbard Woods Park. These concerts are free of charge to all attendees. The Summer Concert Series features a mix of local and regional talent; playing music that spans generations and decades on Wednesday evenings. The Children's Concerts cater to younger community members on Wednesday afternoons.

The staff has put together the following Summer Concert Series schedule (cost in parentheses):

- June 15: No Turn on Red (\$1,000)
- June 22: Billy Elton (\$1,750)
- June 29: 7th Heaven (\$3,000)
- July 6: Johnny Russler (\$1,300)
- July 13: Good Clean Fun (\$1,000)
- July 20: Wild Daisy (\$1,000)
- July 27: Trippin Billies (\$3,500)
- August 3: Twin Ray (\$1,000)
- August 10: Hello Weekend (\$2,700)
- August 7: The Jacks (\$0)

The staff has put together the following Children's Concerts schedule:

- June 15: Wendy Bean (\$250)
- June 22: Mary Macaroni (\$250)
- June 29: Our Music Institute (\$225)
- July 6: Our Music Institute (\$225)
- July 13: Mary Macaroni (\$250)
- July 20: John Duggleby (\$250)
- July 27: Our Music Institute (\$225)
- August 3: Leonard Music (\$250)

Park District staff are working to secure sponsorship to cover the majority of costs associated with these concerts. All performers will have a completed contract addressing insurance requirements in advance of scheduled date. Individual contracts can be produced upon request.

Recommendation

Staff recommends approving this schedule of concerts for the Summer Concert Series and Children's Concerts.

END