Board of Park Commissioners
Regular Board Meeting

May 24, 2017
Joe Doud Administration Building, 545 Academy Drive, Northbrook, Illinois
7:00pm

PUBLIC HEARING—2017 BUDGET AND APPROPRIATION
AGENDA

1. Call to Order and Roll Call
2. 2017 Budget and Appropriation Public Hearing
3. Adjourn Public Hearing

REGULAR BOARD MEETING
AGENDA

1. Call to Order and Roll Call
2. Recognition of Visitors
3. Approval of Agenda
4. Approval of Minutes
   a. Committee-of-the-Whole Meeting of April 17, 2017
   b. Regular Board Meeting of April 26, 2017
5. Board Committee Reports
6. Consent Agenda
   The matters listed for consideration on the Consent Agenda have been discussed by the Board of Commissioners previously at the May 2017 Committee Meetings and are matters on which there was unanimity for placement on the Consent Agenda at this meeting. Consent Agenda items are those that are approved by one motion, unless any Board Member or staff requests an item be removed. If a Consent Agenda item(s) is removed it is then relocated to Action Items for discussion and consideration.
   a. Approval of District Hard Court and Velodrome Repairs, Bid 2125
   b. Approval of Sportsman’s Greens Mower Replacement
   c. Approval of Sportsman’s TriFlex Mower Replacement
   d. Approval of Sportsman’s Turf Sprayer Replacement
   e. Approval of Professional Services Agreement Recommendation
7. Action Items
   a. Approval of April 2017 Vouchers
   b. Adoption of Resolution 17-R-1, Determine Closed Session Confidentiality and Destruction of Verbatim Recordings
   c. Adoption of Ordinance 17-O-2, Budget and Appropriation
   d. Adoption of Ordinance 17-O-3, Prevailing Wage
   e. Adoption of Ordinance 17-O-4, Fiscal Year Change
   f. Approval of West Park Intergovernmental Agreement with the Village of Northbrook
   g. Approval of Intergovernmental Agreement with the Village of Northbrook for Hosting of Technology Equipment
   h. Approval of Special Use Permit for the Northbrook Civic Foundation
8. Executive Director Report
9. Commissioner Reports
10. President’s Report
11. Unfinished Business
12. New Business
13. Board Officer Elections
14. 2017-2018 Board Committee Assignments
15. Next Meeting
   a. Regular Board Meeting, June 28, 2017, 7:00pm, Joe Doud Administration Building, 545 Academy Drive
16. Move into Closed Session to discuss Performance of an Employee, Section 2(c)(1)
17. Return to Open Session
18. Adjourn

Copies to: Park Board, Attorney, Directors, All Staff and Park District Facilities, Northbrook Star, Village of Northbrook,
Posted on Park District Website: nbparks.org

Persons with disabilities requiring reasonable accommodation to participate in this meeting should contact Eileen Loftus, the Park District’s ADA Compliance Officer, at the Park District’s Administration Building by mail at 545 Academy Drive, Northbrook, Illinois 60062, by phone at (847) 291-2960, Monday through Friday 8:30am until 5:00pm, or by email to eloftus@nbparks.org at least 48 hours prior to the meeting. Requests for a qualified ASL interpreter generally require at least 5 business days advance notice. For the deaf or hearing impaired, please use the Illinois Relay Center voice only operator at (800) 526-0857.
RESOLUTION NO. 17-R-1  
NORTHBROOK PARK DISTRICT  

A RESOLUTION DETERMINING CLOSED SESSION MINUTE CONFIDENTIALITY  
AND PROVIDING FOR THE DESTRUCTION OF  
VERBATIM RECORDINGS OF CLOSED SESSION MEETINGS  
OF THE NORTHBROOK PARK DISTRICT, COOK COUNTY, ILLINOIS  

* * *  

WHEREAS, the NORTHBROOK PARK DISTRICT (the "Park District") has kept verbatim recordings of all closed session meetings since January 1, 2004 as required under Public Act 93-0523 (the “Act”); and  

WHEREAS, Subsection 2.06(c) of the Act allows verbatim records of closed session meetings to be destroyed by the Park District without notification to, or the approval of, a records commission under the Local Records Act, no less than 18 months after the completion of the meeting recorded, but only after:  

1) The Park District approves the destruction of a particular recording; and  

2) The Park District approves minutes of the closed session meeting that meet the written minutes requirements of subsection 2.06 (a) of the Open Meetings Act, 5 ILCS 120/2.06(a) (2004 as amended); and  

WHEREAS, the Park District wishes to destroy verbatim recordings of closed session meetings matching the above requirements from November 23, 2015 through June 6, 2016 on the date the verbatim recording reaches the 18th month and one day anniversary since it was originally recorded.  

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Park Commissioners of the Northbrook Park District, Cook County, Illinois, as follows:  

Section 1: The Park District has previously approved minutes and set the destruction date of said verbatim recordings for the following closed session meetings:  

<table>
<thead>
<tr>
<th>Recording Date</th>
<th>Approved Date</th>
<th>Verbatim Recording</th>
<th>Destruction Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/20/16</td>
<td>2/24/2016</td>
<td>7/21/2017</td>
<td></td>
</tr>
<tr>
<td>02/24/16</td>
<td>3/23/2016</td>
<td>8/25/2017</td>
<td></td>
</tr>
<tr>
<td>03/16/16</td>
<td>4/20/2016</td>
<td>9/17/2017</td>
<td></td>
</tr>
<tr>
<td>03/23/16</td>
<td>4/27/2016</td>
<td>9/24/2017</td>
<td></td>
</tr>
<tr>
<td>04/11/16</td>
<td>4/27/2016</td>
<td>10/12/2017</td>
<td></td>
</tr>
<tr>
<td>04/20/16</td>
<td>5/25/2016</td>
<td>10/21/2017</td>
<td></td>
</tr>
<tr>
<td>04/27/16</td>
<td>5/25/2016</td>
<td>10/28/2017</td>
<td></td>
</tr>
<tr>
<td>05/25/16</td>
<td>6/22/2016</td>
<td>11/26/2017</td>
<td></td>
</tr>
</tbody>
</table>
**Section 2:** The Park District hereby approves the destruction of all verbatim recordings on the date the verbatim recording reaches 18 month and one day anniversary after its original recording date identified in Section 1 of this Resolution and hereby directs the Board Secretary to destroy said verbatim recordings on the dates identified in Section 1, Verbatim Recording Destruction Date.

**Section 3:** The Park District has met periodically, but no less than semiannually, to review all previously unreleased closed session meeting minutes, and does now find and determine that as of the date of this Resolution there is still a need for the confidentiality of all closed session minutes not previously released, with the exception of the following:

NONE

PASSED: This 24th day of May, 2017
APPROVED: This 24th day of May, 2017
RECORDED: This 24th day of May, 2017

VOTES: AYES
NAYS:
ABSENT:
ABSTAIN:

______________________________
President, Board of Park Commissioners
Northbrook Park District
Cook County, Illinois

ATTEST:

______________________________
Secretary, Board of Park Commissioners
Northbrook Park District
Cook County, Illinois

(SEAL)

npd/17-R-1
STATE OF ILLINOIS )
COUNTY OF COOK ) SS.

I, MOLLY HAMER, DO HEREBY CERTIFY that I am the duly elected, qualified, and acting Secretary of the Northbrook Park District and of the Board of Park Commissioners of the Northbrook Park District; and that I have access to the official Minutes of the Meetings of the Board of Park Commissioners and of the Northbrook Park District.

I DO FURTHER CERTIFY that the above and foregoing is a true and correct copy (duplicate) of a certain resolution entitled:

RESOLUTION NO. 17-R-1
NORTHBROOK PARK DISTRICT
A RESOLUTION DETERMINING CLOSED SESSION MINUTE CONFIDENTIALITY AND PROVIDING FOR THE DESTRUCTION OF VERBATIM RECORDINGS OF CLOSED SESSION MEETINGS OF THE NORTHBROOK PARK DISTRICT, COOK COUNTY, ILLINOIS

That the foregoing was passed by the Board of Park Commissioners of said Northbrook Park District on the 24th day of May, 2017, and was on the same day executed by the President; that it was filed and recorded in the office of the Northbrook Park District of which the foregoing is a true copy (duplicate) and is now on file in the office of such Secretary.

GIVEN under my hand and seal of the Northbrook Park District this 24th day of May, 2017

__________________________________________
Secretary, Board of Commissioners
Northbrook Park District
Cook County, Illinois

(SEAL)
ORDINANCE NO. 17-O-2

NORTHBROOK PARK DISTRICT

*   *   *

AN ORDINANCE MAKING A COMBINED ANNUAL BUDGET AND APPROPRIATION OF FUNDS FOR NORTHBROOK PARK DISTRICT, COOK COUNTY, ILLINOIS FOR THE SHORTENED FISCAL YEAR BEGINNING ON THE 1ST DAY OF MAY, 2017 AND ENDING ON THE 31ST DAY OF DECEMBER, 2017

WHEREAS, the Northbrook Park District has historically operated on a May 1 through April 30 fiscal year; and

WHEREAS, by Ordinance No. 17-O-2, the Board of Park Commissioners of the Northbrook Park District (the “Board”) changed the dates of its fiscal year to January 1 through December 31, commencing January 1, 2018; and

WHEREAS, this Combined Annual Budget and Appropriation Ordinance is for the shortened fiscal period beginning May 1, 2017 and ending December 31, 2017 (“Shortened Fiscal Year”). The Shortened Fiscal Year is required in order for the Northbrook Park District to transition to a calendar fiscal year commencing January 1, 2018; and

WHEREAS, the Board has caused to be prepared in tentative form a combined annual budget and appropriation ordinance for the Shortened Fiscal Year and the Secretary of the Board has made the same conveniently available for public inspection for at least thirty (30) days prior to final action thereon; and

WHEREAS, a public hearing was held at 7:00 p.m. at the regular monthly meeting place of the Northbrook Park District on the 24th day of May, 2017, notice of said hearing having been given by publication at least one (1) week prior thereto as required by law; and

WHEREAS, all other legal requirements for the adoption of the Annual Budget and
Appropriation Ordinance of the Northbrook Park District for the Shortened Fiscal Year beginning on the 1st day of May, 2017 and ending on the 31st day of December, 2017 have been complied with.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF PARK COMMISSIONERS OF THE NORTHBROOK PARK DISTRICT, COOK COUNTY, ILLINOIS AS FOLLOWS:

Section 1: The following sums of money be and the same hereby are budgeted and appropriated for the following purposes for the Shortened Fiscal Year beginning on the 1st day of May, 2017, and ending on the 31st day of December, 2017:
I. CORPORATE FUND

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wages</td>
<td>$1,757,780</td>
</tr>
<tr>
<td>Benefits</td>
<td>$378,776</td>
</tr>
<tr>
<td>Contractual Services</td>
<td>$987,848</td>
</tr>
<tr>
<td>Repairs</td>
<td>$27,464</td>
</tr>
<tr>
<td>Materials and Supplies</td>
<td>$288,790</td>
</tr>
<tr>
<td>TOTAL CORPORATE FUND BUDGET AND APPROPRIATION</td>
<td>$3,440,658</td>
</tr>
</tbody>
</table>

II. RECREATION FUND

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wages</td>
<td>$3,846,734</td>
</tr>
<tr>
<td>Benefits</td>
<td>$488,480</td>
</tr>
<tr>
<td>Contractual Services</td>
<td>$1,709,304</td>
</tr>
<tr>
<td>Repairs</td>
<td>$56,325</td>
</tr>
<tr>
<td>Material and Supplies</td>
<td>$996,446</td>
</tr>
<tr>
<td>TOTAL RECREATION FUND BUDGET AND APPROPRIATION</td>
<td>$7,097,289</td>
</tr>
</tbody>
</table>

III. SPECIAL RECREATION FUND

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contribution to North Suburban Special Recreation Association under joint agreement as permitted by applicable provisions of Illinois Park District Code</td>
<td>$283,000</td>
</tr>
<tr>
<td>ADA Capital Expenditures</td>
<td>$28,000</td>
</tr>
<tr>
<td>TOTAL SPECIAL RECREATION FUND BUDGET AND APPROPRIATION</td>
<td>$311,000</td>
</tr>
</tbody>
</table>

IV. PAVING AND LIGHTING FUND

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Expenditures - Parking Lot Repair, Various Parks</td>
<td>$382,169</td>
</tr>
<tr>
<td>TOTAL PAVING AND LIGHTING FUND BUDGET AND APPROPRIATION</td>
<td>$382,169</td>
</tr>
</tbody>
</table>

V. SOCIAL SECURITY FUND

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contributions under Federal Insurance Contributions Act</td>
<td>$390,000</td>
</tr>
<tr>
<td>TOTAL SOCIAL SECURITY FUND BUDGET AND APPROPRIATION</td>
<td>$390,000</td>
</tr>
</tbody>
</table>

VI. ILLINOIS MUNICIPAL RETIREMENT FUND

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participation in the Illinois Municipal Retirement Fund, as provided 40 ILCS 5/7-101 et seq</td>
<td>$360,000</td>
</tr>
<tr>
<td>TOTAL ILLINOIS MUNICIPAL RETIREMENT FUND BUDGET AND APPROPRIATION</td>
<td>$360,000</td>
</tr>
</tbody>
</table>
VII. LIABILITY INSURANCE FUND

Benefits ................................................................................................................................................. $ 25,000
Park District Risk Management Premiums ................................................................................................. 150,000
TOTAL LIABILITY INSURANCE FUND BUDGET AND APPROPRIATION ........................................ $ 175,000

VII. AUDIT FUND

Audit of Park District Accounts ................................................................................................................. $ 23,600
TOTAL AUDIT FUND BUDGET AND APPROPRIATION ......................................................................... $ 23,600

IX. BOND AND INTEREST FUND

Principal – General Obligation Bonds ................................................................. $ 2,035,000
Interest – General Obligation Bonds ........................................................................................................ 44,226
TOTAL BOND AND INTEREST FUND BUDGET AND APPROPRIATION ............................................... $ 2,079,226

X. REPAIR AND IMPROVEMENTS FUND

Building Improvements ......................................................................................................................... $ 2,684,750
Vehicle and Equipment Purchases .......................................................................................................... 669,750
Land and Land Improvements ............................................................................................................. 441,750
TOTAL REPAIR AND IMPROVEMENTS FUND BUDGET AND APPROPRIATION ............................. $ 3,796,250

TOTAL BUDGETED and APPROPRIATED (All Funds) .......................................................................... $ 18,055,192
SUMMARY OF FUNDS BUDGETED AND APPROPRIATED

Corporate Fund .................................................................$ 3,440,658
Recreation Fund .................................................................. 7,097,289
Special Recreation Fund ...................................................... 311,000
Paving and Lighting Fund .................................................... 382,169
Social Security Fund ............................................................ 390,000
Illinois Municipal Retirement Fund ........................................ 360,000
Liability Insurance Fund ...................................................... 175,000
Audit Fund ........................................................................ 23,600
Bonds and Interest Fund ........................................................ 2,079,226
Repair and Improvements Fund ............................................ 3,796,250
TOTAL BUDGETED AND APPROPRIATED ........................................$ 18,055,192

Each of said sums of money and the aggregate thereof are deemed necessary by the Board of Commissioners of the NORTHBROOK PARK DISTRICT to defray the necessary expenses and liabilities of the aforesaid Park District during the Shortened Fiscal Year beginning the 1st day of May, 2017, and ending the 31st day of December, 2017, for the respective purposes set forth.

Section 2: All unexpended balances of the appropriation for the fiscal year ending the 30th day of April, 2017, and prior years to the extent not otherwise reappropriated for other purposes herein are hereby specifically reappropriated for the same general purposes for which they were originally made and may be expended in making up any insufficiency of any other items provided in this appropriation ordinance, pursuant to law.
Section 3: Pursuant to law the following determinations have been and are hereby made a part hereof:

(a) Cash on hand and short term investments at the beginning of the Shortened Fiscal Year: $25,019,525
(b) Estimate of cash expected to be received during the Shortened Fiscal Year from all sources: $13,535,404
(c) Estimate of expenditures contemplated for the Shortened Fiscal Year: $18,055,192
(d) Estimated cash and short-term investments expected to be on hand at the end of the Shortened Fiscal Year: $20,499,737

Section 4: All ordinances or parts of ordinances conflicting with any of the provisions of this Ordinance be and the same are hereby modified or repealed. If any item or portion of this Ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining portion of such item or the remainder of this Ordinance.

Section 5: This Ordinance shall be in full force and effect immediately upon its passage and approval according to law. A certified copy of this Ordinance shall be filed with the County Clerk of Cook County, Illinois, together with the certificate of the Chief Fiscal Officer of the Park District certifying revenues by source anticipated to be received by the Park District, within thirty (30) days after its passage and approval, as provided by law.

Section 6:

PASSED: This 24th day of May, 2017
APPROVED: This 24th day of May, 2017
RECORDED: This 24th day of May, 2017

Ayes: Nays:

Absent:

Attest:

____________________  ______________________
Secretary                  President
Northbrook Park District   Northbrook Park District
Northbrook, Illinois      Northbrook, Illinois
I, MOLLY HAMER, DO HEREBY CERTIFY that I am the duly elected, qualified and acting Secretary of the Northbrook Park District and to the Board of Commissioners of the Northbrook Park District and that I have access to and am custodian of the official Minutes of the Meetings of the Board of Commissioners of the Northbrook Park District.

I DO FURTHER CERTIFY that the above and foregoing is a true and correct copy (duplicate) of a certain Ordinance entitled:

ORDINANCE NO. 17-O-2

NORTHBROOK PARK DISTRICT

* * *

AN ORDINANCE MAKING A COMBINED ANNUAL BUDGET AND APPROPRIATION OF FUNDS FOR NORTHBROOK PARK DISTRICT, COOK COUNTY, ILLINOIS FOR THE SHORTENED FISCAL YEAR BEGINNING ON THE 1ST DAY OF MAY, 2017 AND ENDING ON THE 31ST DAY OF DECEMBER, 2017

That the foregoing was passed by the Board of Commissioners of said Northbrook Park District on the 24th day of May, 2017, and was on the same day executed by the President of the Northbrook Park District; that it was filed and recorded in the office of the Secretary of the Northbrook Park District of which the foregoing is a true copy (duplicate) and is now on file in the office of such Secretary.

GIVEN under my hand and seal of the Northbrook Park District this 24th day of May, 2017.

_____________________
SECRETARY
Northbrook Park District
Cook County, Illinois

(SEAL)
# NORTHBROOK PARK DISTRICT

**Cook County, Illinois**

* * *

**CERTIFICATE OF CHIEF FISCAL OFFICER AS TO ESTIMATE OF REVENUES BY SOURCE ANTICIPATED TO BE RECEIVED DURING MAY 1-DECEMBER 31, 2017 PURSUANT TO SECTION 162 OF THE REVENUE ACT OF 1939**

The undersigned, Mindy J. Munn, the Treasurer and Chief Fiscal Officer of the Northbrook Park District, does hereby certify the estimate of revenues by source anticipated to be received by the Northbrook Park District, Cook County, Illinois, in the Shortened Fiscal Year 2017 are as follows:

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General real estate tax revenues</td>
<td>$4,903,977</td>
</tr>
<tr>
<td>Personal property replacement tax revenue</td>
<td>115,000</td>
</tr>
<tr>
<td>Interest earnings revenue</td>
<td>100,000</td>
</tr>
<tr>
<td>Program user fees revenue</td>
<td>4,407,566</td>
</tr>
<tr>
<td>Daily fees revenue</td>
<td>2,190,271</td>
</tr>
<tr>
<td>Membership revenue</td>
<td>234,752</td>
</tr>
<tr>
<td>Rental fees revenue</td>
<td>1,028,306</td>
</tr>
<tr>
<td>Retail sales revenue</td>
<td>253,875</td>
</tr>
<tr>
<td>Grants, donations and miscellaneous revenue</td>
<td>301,657</td>
</tr>
<tr>
<td><strong>TOTAL REVENUE</strong></td>
<td><strong>$13,535,404</strong></td>
</tr>
</tbody>
</table>

The above is certified this 24th day of May, 2017.

Mindy J. Munn, Treasurer and Chief Fiscal Officer

The above certification was filed with the County Clerk of Cook County, Illinois, on this ___ day of ______, 2017.

David Orr
County Clerk of Cook County

By: ______________________________
ORDINANCE NO. 17-O-3

NORTHBROOK PARK DISTRICT

AN ORDINANCE ADOPTING PREVAILING WAGES TO BE PAID TO LABORERS, MECHANICS AND OTHER WORKERS PERFORMING CONSTRUCTION OF PUBLIC WORKS FOR THE NORTHBROOK PARK DISTRICT, COOK COUNTY, ILLINOIS FOR THE PERIOD OF JUNE 1, 2017 THROUGH MAY 31, 2018

* * *

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, being 820 ILCS 130/1 et seq. (the “Act”); and

WHEREAS, the Act requires that during the month of June of each calendar year the Board of Park Commissioners of the Northbrook Park District (the “Park District”) investigate and ascertain the prevailing rate of wages, as defined in said Act, in the “locality” of the Park District for laborers, mechanics and other workers performing construction of public works for the Park District;

NOW, THEREFORE, BE IT ORDAINED by the Board of Park Commissioners of the Northbrook Park District, Cook County, Illinois as follows:

SECTION 1: To the extent and as required by the Act, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of the Park District is hereby ascertained to be the same as the prevailing rate of wages for construction work in Cook County, as determined by the Department of Labor of the State of Illinois (the "Department") as of June 1, 2017 a copy of those determinations being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department shall supersede the Department's June determination and apply to any and all public works construction undertaken by the Park District. The definition of any terms appearing in this Ordinance which are also used in the Act shall be the same as in the Act.

SECTION 2: Nothing herein contained is intended to apply nor shall be construed to apply said prevailing rate of wages as herein ascertained to any work or employment performed on behalf of this Park District except public works construction to the extent required by the Act.

SECTION 3: The Park District Secretary shall publicly post or keep available for inspection by any interested party in the main office of this Park District this determination of prevailing rate of wages. A copy of this determination or of the current revised determination of prevailing rate
of wages then in effect shall be attached to all contract specifications, and for works awarded to a contractor without a public bid, contract or project specification, shall be attached to the purchase order related to the work to be done or in a separate document.

SECTION 4: The Park District Secretary shall promptly file a certified copy of this Ordinance with the Illinois Department of Labor, in Springfield.

SECTION 5: Within thirty (30) days after filing a certified copy of this Ordinance with the Illinois Department of Labor, the Park District Secretary shall cause to be published in a newspaper of general circulation within the area a notice that this determination is effective and constitutes the determination of this public body.

SECTION 6: The Park District Secretary shall mail a copy of this Ordinance to any employer, and to any association of employers and to any person or association of employees who have filed or file their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

PASSED: This 24th day of May, 2017.
APPROVED: This 24th day of May, 2017.
RECORDED: This 24th day of May, 2017.

VOTES:

Ayes: 
Nays: 
Absent: 

__________________________
President, Board of Park Commissioners
Northbrook Park District
Cook County, Illinois

ATTEST:

__________________________
Secretary, Board of Park Commissioners
Northbrook Park District
Cook County, Illinois

(SEAL)
I, MOLLY HAMER, DO HEREBY CERTIFY that I am the duly elected, qualified and acting Secretary of the Northbrook Park District and of the Board of Park Commissioners of the Northbrook Park District; and that I have access to and am custodian of the official Minutes of the Meetings of the Board of Park Commissioners and of the Northbrook Park District.

I DO FURTHER CERTIFY that the above and foregoing is a true and correct copy (duplicate) of a certain Ordinance entitled:

**ORDINANCE NO. 17-0-3**

**NORTHBROOK PARK DISTRICT**

AN ORDINANCE ADOPTING PREVAILING WAGES TO BE PAID TO LABORERS, MECHANICS AND OTHER WORKERS PERFORMING CONSTRUCTION OF PUBLIC WORKS FOR THE NORTHBROOK PARK DISTRICT, COOK COUNTY, ILLINOIS FOR THE PERIOD OF JUNE 1, 2017 THROUGH MAY 31, 2018

That the foregoing was passed by the Board of Park Commissioners of said Northbrook Park District on the 24th day of May, 2017, and was on the same day executed by the President; that it was filed and recorded in the office of the Secretary of the Northbrook Park District; of which the foregoing is a true copy (duplicate) and is now on file in the office of such Secretary.

GIVEN under my hand and seal of the Northbrook Park District this 24th day of May, 2017.

___________________________________
Secretary
Northbrook Park District
Cook County, Illinois

(SEAL)
ORDINANCE NO. 17-O-4

NORTHBROOK PARK DISTRICT

* * *

AN ORDINANCE CHANGING THE FISCAL YEAR OF
THE NORTHBROOK PARK DISTRICT

WHEREAS, the Board of Park Commissioners of the Northbrook Park District (the “Board”) has the
authority to pass all necessary ordinances, rules and regulations for the proper management and conduct of
the Northbrook Park District (the “Park District”) pursuant to 8-1(d) of the Park District Code (70 ILCS 1205/8-
1(d)); and

WHEREAS, the Board also has the authority to fix the fiscal year of the Park District pursuant to 4-4
of the Park District Code (70 ILCS 1205/4-4); and

WHEREAS, the Park District has operated under a fiscal year from May 1 of each year to April 30 of
the following year; and

WHEREAS, the Board has determined that it is in the best interest of the Park District to change the
Park District’s fiscal year to a calendar year, from January 1 of each year to December 31 of the same year.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF PARK COMMISSIONERS OF THE NORTHBROOK PARK
DISTRICT, COOK COUNTY, ILLINOIS AS FOLLOWS:

Section 1: The Northbrook Park District will no longer operate on a May 1 to April 30 fiscal year.
Effective January 1, 2018, the Northbrook Park District will operate on a calendar fiscal year, beginning with
January 1 of each year and ending on December 31 of the same year.

Section 2: In order to transition to the first full calendar fiscal year on January 1, 2018, the Northbrook
Park District will conduct business from May 1, 2017 to December 31, 2017 as a one-time “shortened” fiscal
year and thereafter the Park District shall continuously operate on a twelve month fiscal year.

Section 3: The Northbrook Park District Treasurer and Finance Director are hereby authorized,
directed and empowered to take any and all necessary and proper actions to implement the calendar fiscal
year commencing January 1, 2018 in accordance with applicable law.

Section 4: All ordinances or parts of ordinances conflicting with any of the provisions of this Ordinance be and the same are hereby modified or repealed. If any item or portion of this Ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining portion of such item or the remainder of this Ordinance.

Section 5: This Ordinance shall be in full force and effect immediately upon its passage and approval according to law.

Section 5:
PASSED: This 24th day of May, 2017
APPROVED: This 24th day of May, 2017
RECORDED: This 24th day of May, 2017

Ayes: Nays:
Absent:

Attest:

____________________  ____________________
Secretary             President
Northbrook Park District
Northbrook, Illinois  Northbrook Park District
Northbrook, Illinois
STATE OF ILLINOIS 
COUNTY OF COOK 

I, MOLLY HAMER, DO HEREBY CERTIFY that I am the duly elected, qualified and acting Secretary of the Northbrook Park District and to the Board of Commissioners of the Northbrook Park District and that I have access to and am custodian of the official Minutes of the Meetings of the Board of Commissioners of the Northbrook Park District.

I DO FURTHER CERTIFY that the above and foregoing is a true and correct copy (duplicate) of a certain Ordinance entitled:

ORDINANCE NO. 17-O-4

NORTHBROOK PARK DISTRICT

* * *

AN ORDINANCE CHANGING THE FISCAL YEAR OF THE NORTHBROOK PARK DISTRICT

That the foregoing was passed by the Board of Commissioners of said Northbrook Park District on the 24th day of May, 2017, and was on the same day executed by the President of the Northbrook Park District; that it was filed and recorded in the office of the Secretary of the Northbrook Park District of which the foregoing is a true copy (duplicate) and is now on file in the office of such Secretary.

GIVEN under my hand and seal of the Northbrook Park District this 24th day of May, 2017.

_____________________
Secretary
Northbrook Park District
Cook County, Illinois

(SEAL)

642851
INTERGOVERNMENTAL AGREEMENT FOR THE GRANTING OF EASEMENTS FOR THE CONSTRUCTION, INSTALLATION AND MAINTENANCE OF A STORMWATER STORAGE FACILITY (WEST PARK - 1730 PFINGSTEN ROAD)

THIS AGREEMENT ("Agreement") is dated as of the ____ day of _______________, 2017, ("Effective Date") and is by and between the NORTHBROOK PARK DISTRICT, an Illinois park district ("District"), and the VILLAGE OF NORTHBROOK, an Illinois home rule municipal corporation ("Village"). The District and the Village are hereinafter sometimes individually referred to as a “Party” or together as the “Parties.”

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the provisions of the Intergovernmental Cooperation Act, (5 ILCS 220/1 et seq.), authorizes and encourages intergovernmental cooperation; and

WHEREAS, the District is the owner of a portion of the property commonly known as 1730 Pfingsten Road, Northbrook, Illinois 60062 which comprises West Park, and legally described in Exhibit A attached to and, by this reference, made a part of this Agreement ("Property"); and

WHEREAS, in order to improve drainage for the residences located on Keystone Road and Chartres Drive as well as to improve drainage at the Property, the Village desires to increase the detention volume capacity of the existing detention area located on the east portion of the Property between the soccer fields ("East Detention Area"), as depicted in Exhibit B attached to and, by this reference, made a part of this Agreement, and construct a new detention area on the west side of the Property, between the baseball fields ("West Detention Area"), also depicted in Exhibit B; and
**WHEREAS**, the Village and the District have agreed that the Village will design and construct the enlargement of the East Detention Area, the West Detention Area, a volume infiltration control system, a volume control structure, volume control landscaping on the Property, and a system that will restrict the frequency of diversion of rainfall to the Property (“Stormwater Improvements”). The Village will also install a new multi-use path located at the east portion of the park between the soccer fields (“Park Improvements”) (collectively the Stormwater Improvements and the Park Improvements are the “Improvements”); and

**WHEREAS**, the Village and the District desire to enter into a formal intergovernmental agreement to clarify the Parties’ rights and responsibilities with regard to the construction, installation, operation, maintenance, and repair of the Improvements on the Property; and

**WHEREAS**, the Village requires easements within the Property for the construction and installation of the Improvements and for future maintenance and repair of the Stormwater Improvements; and

**WHEREAS**, Section 8-11 of the Park District Code authorizes the District to grant easements to municipalities, corporations or persons for the construction, operation and maintenance of facilities upon, under or across any District property for various utilities including for water or other public services; and

**WHEREAS**, the District has determined that it is in the public’s interest to grant certain easements to the Village for the Village’s construction, installation, operation, maintenance, and repair of the Improvements on the Property pursuant to the terms and conditions of this Agreement; and

**WHEREAS**, the corporate authorities of both the Village and the District have determined that it is in the best interests of the Parties and the general public to enter into this Agreement.

NOW, THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Village agree as follows:

**SECTION ONE. RECURSALS.** The foregoing recitals are fully incorporated into this Agreement.

**SECTION TWO. CONSTRUCTION OF IMPROVEMENTS.**

**A. Improvements.** The Village will construct the following on the Property, which shall collectively constitute the Improvements:

1. **Stormwater Improvements.** The expansion of the East Detention Area to create a 5.28 acre-foot stormwater detention area; the installation of the 1.74 West Detention Area; the installation of a volume control infiltration system; the installation of a volume control structure; the installation of volume control landscaping; conveyance improvements to include pipes and structures for the inflow and outflow of water; and a control structure (weir) to prevent stormwater from flowing onto the Property during rainfall, or as the result of rainfall, by diverting stormwater to the inlet pipe to the East Detention Area and West Detention Area, when the inflow of the stormwater reaches a fixed volume.
2. **Park Improvements.** The installation of a multi-use path between the soccer fields located on the east portion of the park.

**B. District Review of Plans and Improvements.**

1. The Village will consult with the District to select mutually agreeable plant species to be used in the volume control landscaping.

2. Prior to commencing construction of the Improvements, the Village shall submit to the District construction plans and specifications for the Improvements for review and approval, which approval shall not be unreasonably withheld, at the following stages:
   a. The final construction plans; and
   b. Final “as-built” plans reflecting the constructed state of the Park Improvements.

3. In the event that the District fails to provide an approval or rejection of the items listed in Section 2.B.1 within thirty (30) business days after receipt, the District shall be deemed to have provided the applicable approval.

4. If the District rejects any materials for the Park Improvements pursuant to Section 2.A of this Agreement, the District shall provide the Village the rejection in writing with an explanation detailing the reasons District provided the rejection.

5. After the Village has completed the construction and installation of the Park Improvements and has completed the site restoration obligations in accordance with Section 3.G of this Agreement, the District shall have the opportunity to inspect the Park Improvements no later than thirty (30) days after completion of the restoration, or within such reasonable time as mutually agreed to the Parties in writing. In the event that the District discovers any defects or deficiencies in the construction and installation of the Park Improvements, the District must notify the Village of the same no later than ten business days after inspection. In the event that the District fails to provide an approval or rejection of the Park Improvements within ten business days after inspection, the District shall be deemed to have provided the applicable approval. Notwithstanding the foregoing, the District has no duty to identify any defects and deficiencies in the construction and installation of the Park Improvements.

**C. Costs.** The Village shall construct and install the Improvements at its sole cost and expense. Upon completion of the Improvements, the Village shall invoice the District for the actual cost of the Park Improvements and the District shall reimburse the Village for the cost of the Park Improvements within 60 days of receiving the invoice. The Village shall be responsible for all costs to maintain the detention volume capacity of the East Detention Area and the West Detention Area and the outlet structure. The District shall operate, maintain, and repair the Park Improvements, the volume control structure, the volume control system, and the volume control landscaping at its sole cost and expense upon final completion of the construction, installation, and restoration of the Property by the Village, provided the Village shall be responsible for any costs associated with defects in the design, construction or installation of the Park Improvements. The District shall determine, in its sole and
reasonable discretion, when restoration of the Property is complete. The Village shall be responsible for sparse-grass restoration for one year after construction of the Improvements is complete.

D. Other Construction Conditions.

1. Use of Playing Fields During Construction. District will not use the playing fields from August 1, 2017 to June 18, 2018 (some date far enough out to allow the fields to be established). Access to the playing field shall be maintained for lawn maintenance.

2. Construction Activity.
   a. Prior to beginning the construction of the Improvements, the Village shall erect a temporary construction fence acceptable to the District around the Easement Premises, as defined below, to ensure that all construction activity and access are confined within the designated areas. The fence shall not be removed until all preliminary restoration work has been completed and accepted by the District. The requirement to erect a temporary construction fence shall, at the discretion of the District, also apply to any subsequent maintenance or repair work performed by the Village on the Stormwater Improvements if the maintenance or repair would create a safety or security risk and the erection of a fence would reasonably reduce the safety or security risk or if such a fence is required by law.
   b. All trees, stumps, and other debris resulting from the work or the subsequent maintenance or repair of the Stormwater Improvements shall be legally disposed of off of District property by the Village. The Village shall not permit its construction personnel to be outside of the designated construction areas while engaged in construction activities. After the completion of the Improvements, all subsequent maintenance and repair work by the Village on the Improvements shall be confined to the Easement Premises unless otherwise permitted by the District upon the District’s prior written approval.
   c. The District shall not be responsible for or have control over the construction means, methods, techniques or procedures with respect to the construction of the Improvements or any subsequent maintenance or repair work on the Stormwater Improvements performed by the Village. In no event shall the District be responsible for or have any obligation with respect to the safety of any person performing work for, or on behalf of, the Village on the Improvements, including, without limitation, the Village’s employees or the personnel of any contractor, subcontractor, agent or consultant retained by the Village.
   d. The Village shall take such measures as are necessary to ensure that the Easement Premises are maintained in a reasonably safe condition during construction of the Improvements and during any subsequent maintenance or repair work by the Village on the Stormwater Improvements. Such measures shall include the installation of appropriate barricades and warning signs, and the strict enforcement of all applicable safety rules and regulations. All construction or other work or activity by the Village or by any contractor, subcontractor, consultant, or other entity hired by the Village to perform such construction or other work or activity (collectively referred to as the “Village’s Contractors”) within the Easement Premises shall be performed in a safe and sound manner and in accordance with all applicable federal, state and local laws.
   e. The Village shall not use the District parking lot located on the east side of the Property (“Parking Lot”) for access to the construction areas or equipment storage unless the construction is taking place in the Parking Lot. The Village will use the multi-use path off of Koepke
Rd. ("Koepke Multi-Use Path") to access the Property for all construction related activities. During the period of construction, the Koepke Multi-Use Path shall be closed to pedestrian activity.

E. **Term and Termination.** This Agreement shall be in full force and effect unless this Agreement is terminated pursuant to, and in accordance with, the following:

1. The Village shall have the right, for any reason, to terminate this Agreement at any time before the commencement of construction of the Improvements by sending written notice to the District.

2. If a material breach of this Agreement has occurred or is occurring, a Party may serve written notice thereof upon the Party committing or permitting such breach to occur, specifying in detail the breach and the facts supporting such claim. The breaching Party shall have 30 days within which to cure the violation, provided that the 30-day cure period shall be extended for a reasonable time if the breaching Party has undertaken to cure the breach within the 30-day period and continues to diligently and in good faith to complete the corrective action. If the breaching Party fails to cure the breach within such cure period, the non-breaching Party may immediately terminate this Agreement by a vote of the District Board of Commissioners or the Village Board of Trustees, whichever is applicable, at a public meeting.

3. The District shall have the right to immediately terminate this Agreement in the event that the Improvements are not sufficiently completed by November 15th, 2017 so as to permit the District to use the Property for its normal and usual activities and programming. Notwithstanding the foregoing, the Property shall be fully restored and playable by June 18, 2018 so as to permit the District full use of the Property for its activities and programs.

4. In the event the Village stops using the Stormwater Improvements, the Village shall send written notice to the District immediately upon commencement of the same and, if the Village continues not to use the Stormwater Improvements for a period of three or more years after the District’s receipt of the notice of the same, the District shall have the right to terminate this Agreement, provided that the District Board of Commissioners votes to terminate the Agreement at a public meeting.

5. If the District terminates this Agreement pursuant to Sections 2.E.2, 2.E.3, or 2.E.4 of this Agreement, the Village shall restore the property to its original condition at its sole cost and expense, provided that it shall be solely within the District’s discretion concerning whether the Village shall be required to remove any of the Stormwater Improvements made to the Easement Premises, including the sealing of the inlet pipe near Koepke Road. The restoration of the Easement Premises shall be completed by the Village within a time period that is reasonable based on the complexity and scope of such restoration work and pursuant to a schedule mutually agreed to by the Parties.

**SECTION THREE. EASEMENTS.**

A. **Grant and Use of Permanent Easement.** The District hereby grants, conveys, and dedicates to the Village a non-exclusive permanent easement in, upon, under, and across that portion of the Property depicted in Exhibit C to this Agreement ("Easement Premises"). The Village may use the Easement Premises for the construction, operation, maintenance, repair, or replacement of the Stormwater Improvements from time to time, subject to the terms and conditions of this Agreement, together with all reasonable rights of ingress and egress over, along, upon, over, and across the Easement Premises and the immediately abutting area of the Property, if necessary, for the exercise of the rights herein granted. The Easement Premises may not be used or operated in a manner that materially interferes with the District’s customary use of the Property; provided, however, that the construction of
the Improvements and the normal operation, maintenance, repair, or replacement of the Stormwater Improvements shall not be considered material interference if performed in accordance with the terms of this Agreement.

B. **Condition of Easement Premises.** The Village (i) has examined the Easement Premises prior to execution of this Agreement and is satisfied with its condition; and (ii) acknowledges that no representation as to the condition of the Easement Premises has been made by the District other than as expressly contained in this Agreement. The District represents and warrants to the Village that as of the Effective Date of this Agreement, to the best of the District’s knowledge, the Easement premises: (i) is in good condition; and (ii) is in compliance with all federal, state, local, statutes, codes, regulations, ordinances, and other laws.

C. **District Reserved Rights and Easement Conditions.** The grant of easements and ancillary rights given to the Village under this Agreement shall be subject to the conditions that:

1. **Use of the Easement Premises.** The District hereby reserves the right to access and use the Easement Premises and the Property in any manner that will not prevent or interfere in any way with the exercise by the Village of the easement rights granted pursuant to this Agreement or conflict with the Stormwater Improvements.

2. **Non-Exclusive.** The District shall have the right to grant other non-exclusive easements upon, under or across the Easement Premises provided, however, that any such other easements shall be subject to this Agreement and the rights granted hereby; and provided further, however, that the Village shall have first consented in writing to the terms, nature, and location of any such other easements.

3. **Compliance With Laws.** All construction or other work or activity by the Village and any of the Village’s Contractor’s within the Easement Premises shall be performed in a safe and sound manner and in accordance with all applicable federal, state and local laws.

4. **Costs for Work.** The Village shall be responsible for the payment of all costs associated with work or activity performed by the Village and any of the Village’s Contractors on the Easement Premises pursuant to the grant of easement set forth in Section 3.A above.

D. **Use of the Stormwater Improvements.** The East Stormwater Detention Area and the West Detention Area will have a combined detention volume of 6.94 acres upon completion (“Total Detention Volume”). Of the Total Detention Volume, the Village may use 3.36 acres of detention volume (“Village Detention Share”), and the District may use 3.58 acres of detention volume (“District Detention Share”). The Stormwater Improvements will be constructed so that Total Detention Volume is used in accordance with this Paragraph D.

E. **Duty to Warn; Safety.** The Village shall notify the District prior to the commencement of any excavation, construction, repair, replacement or maintenance activity on the Easement Premises, and the Parties shall reasonably cooperate with respect to the commencement, timing and location of such activity so as to protect the public at large and to avoid interference with the District’s activities on the Property. In the event that the District performs any excavation or construction on the Easement Premises that affects or may affect the Stormwater Improvements, the District must notify the Village prior to the commencement of any such construction.

F. **Maintenance and Repair.**
1. **Village Responsibilities.** The Village shall be responsible for maintaining the detention volume capacity of the West Detention Area and the East Detention Area by removing accumulated silt as needed. The Village shall also be responsible for maintaining the outlet structure in such a manner so as to ensure that it is in good working order and safe condition at all times, and will further ensure that the Stormwater Improvements comply at all times with applicable federal, state and local law, except that the District shall be responsible for maintaining the volume control system and volume control structure, pursuant to Section 3.F.2. Notwithstanding anything to the contrary in this Section 3.F, the Village will not be out of compliance with its obligation to maintain the Stormwater Improvements in good working order so long as the Village is taking reasonable action to correct or rectify any deficiencies or conditions that may prevent the Stormwater Improvements from working properly including the potential loss of stormwater detention volume. In the event that the District determines that the Village is not in compliance with the terms of this Section 3.F, the District shall provide the Village written notice of said noncompliance. Upon receipt of said notice, the Village shall have thirty (30) days to commence the necessary measures to cure said noncompliance, provided that the 30-day cure period shall be extended for a reasonable time if the Village has undertaken to cure the noncompliance within the 30-day period and continues to diligently and in good faith to complete the corrective action. Notwithstanding the above cure period, the Village shall take immediate action to cure said noncompliance in the case of an emergency likely to cause immediate harm, damage or danger to surrounding property or to the public or private health, safety or welfare. In the event that the Village fails to commence the necessary measures to cure said noncompliance at the expiration of the periods set forth herein, or otherwise exhibits an unwillingness to cure said non-compliance, the District shall have the right, but not the obligation, to take all steps necessary to bring the Stormwater Improvements into good working order and repair and to ensure compliance with all applicable federal, state and local laws, and the Village shall be responsible for all reasonable costs and expenses incurred by the District in connection with same, including reasonable attorneys’ fees.

2. **District Responsibilities.** The District shall be responsible for maintaining the volume control system and the volume control structure including watering, replacing and harvesting all volume control landscaping used for the stormwater Best Management Practices as required by the Metropolitan Water Reclamation District (“MWRD”) permit. Upon completion of the Park Improvements by the Village, the District shall be responsible for the maintenance and repair of the Park Improvements.

G. **Restoration Obligations.**

1. **Restoration Upon Completion of Construction of the Improvements.**

   a. Upon completion of the construction of the Improvements, the Village agrees to, at its sole cost and expense to: (i) reconstruct the playing fields and playing field lawns with sod that is currently located on the Easement Premises (“Replacement Field and Lawn”); (ii) replace any and all topsoil removed by the Village on any portion of the Easement Premises other than the portion to be used for the Replacement Field and Lawn; (iii) replace any and all natural grass removed by seeding with a good quality seed on any portion of the Easement Premises, including the detention areas and slopes, except that the Village shall only be responsible for sparse-grass restoration for one year after construction is complete; (iv) re-install any park signage that was removed; (v) restore any pavement damaged or removed during construction on any portion of the Easement Premises; (vi) replace any damaged or destroyed park amenity, with a new amenity of the same kind and as approved by the District; and (vii) restore any portion of the Easement Premises, Property and any other adjacent property owned by the District damaged or otherwise disturbed in connection with the construction of the
Improvements to the same condition which existed immediately prior to the beginning the construction of the Improvements performed on the Easement Premises. All restoration shall be completed within thirty (30) days after construction of the Improvements are complete or, if the restoration cannot be reasonably completed within 30 days, the period for restoration shall be extended for a reasonable time, as approved by the District, which approval shall not be unreasonably denied, if the Village has undertaken the restoration work within the 30-day period and continues to diligently and in good faith to complete the restoration. The District shall determine in its sole and reasonable discretion when restoration of the Easement Premises, the Property, and any adjacent property owned by the District is complete.

b. In the event the Village, its employees or agents, or any contractor or subcontractor engaged to perform work on the Easement Premises cause any damage to trees, shrubs, other vegetation or landscaping, or any improvements lying outside the boundaries thereof on property owned by the District, the Village shall repair or replace such trees, shrubs, other vegetation or landscaping, or improvements, provided that the District approves of the Village’s repair or replacement plan in writing prior to the Village commencing any such repair or replacement, which approval shall not be unreasonably withheld.

2. Restoration After Maintenance by the Village.

a. Subsequent to completion of the construction of the Stormwater Improvements, the Village shall, upon completion of any maintenance, repair, or replacement of the Stormwater Improvements, or any other activity performed on the Easement Premises by the Village or any of the Village’s Contractors pursuant to the grant of easements set forth in Section 3.A: (i) replace any and all topsoil removed by the Village; (ii) restore the Replacement Field and Lawn to the condition immediately preceding the maintenance, repair, or replacement; (iii) replace any and all natural grass removed by seeding with a good quality seed, which will either be hydro-seeded or blanket ed depending on the slope; (iv) restore any pavement damaged or removed during such activities; and (v) restore any other portion of the Easement Premises, Property and any other adjacent property of the District damaged by the Village’s operation, maintenance, repair or replacement of the Stormwater Improvements, or any other work or activity performed on the Easement Premises by the Village or any of the Village’s Contractors pursuant to the grant of easements in Section 3.A above, to the same condition which existed immediately prior to the beginning of any such operation, maintenance, repair, replacement or any other work or activity. The Village shall be responsible for watering all areas restored with sod or seed within the first thirty (30) days after completion of the restoration. The District shall determine in its sole and reasonable discretion when restoration of the Easement Premises, the Property, and any adjacent property owned by the District is complete.

b. In the event the Village, its employees or agents, or any contractor or subcontractor engaged by the Village to perform work on the Easement Premises cause any damage to trees, shrubs, other vegetation or landscaping, or any improvements lying outside the boundaries thereof on property owned by the District, the Village shall either repair or replace such trees, shrubs, other vegetation or landscaping, or improvements, or reimburse the District for such repair or restoration as determined by the District in its sole and reasonable discretion. Said costs shall be calculated at current replacement costs as reasonably determined by the District for all material, labor and incidentals necessary for a complete the restoration and repair.

H. Hazardous Materials. Neither the Village nor any of the Village’s Contractors shall transport across, bring upon, or store or deposit on the Easement Premises (except as needed for vehicles or equipment for the construction activities provided that the Village and its contractors shall be liable for any damage to or contamination of the Easement Premises resulting from their activity or use)
explosives or flammable or hazardous materials of any kind. As used in this Agreement, “hazardous materials” means any hazardous or toxic substances, materials or wastes, including, but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR 972.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto or such substances, materials, and wastes regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (I) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as “Hazardous substances” pursuant to Section 1251 et. seq. (33 U.S.C. Section 1321) or listed pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq. (42 U.S.C. Section 6903), or (vi) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et. seq. (42 U.S.C. Section 9601) or any other applicable environmental law. Notwithstanding anything to the contrary in this subsection H, the Parties acknowledge and agree that the Village may use mosquito larvicide and other mosquito pesticides in and near the Stormwater Improvements provided that such use is done in accordance with State and federal law.

SECTION FOUR. INSURANCE AND INDEMNITY.

A. Insurance Requirements.

1. The Village shall maintain liability insurance in reasonable amounts, and with reputable companies as are reasonably acceptable to the District and/or the risk management association of which it is a member, to protect the District and the Village against claims arising directly or indirectly out of or in connection with the Village’s construction of the Improvements or use of the Easement Premises or the Property by the Village pursuant to this Agreement. The Village shall name the District, its elected and appointed officials, officers, employees and agents as additional insureds and prior to commencing any such activity shall provide to the District a copy of a Certificate of Insurance evidencing the same.

2. The Village shall require all of its contractors and subcontractors hired to perform any work on the Easement Premises to maintain insurance in the types and amounts specified in Exhibit D, attached to and incorporated as part of this Agreement, and with reputable companies as are reasonably acceptable to the District and/or the risk management association of which it is a member, to protect the District and the Village against claims arising directly or indirectly out of, or in connection with, the Village’s conduct of the construction activities or the Village’s use of the Easement Premises or the Property pursuant to this Agreement. The Village shall cause any contractor or subcontractor performing the construction and installation of the Improvements on the Property to name the District, and its elected and appointed officials, officers, employees, and agents as additional insureds on all required insurance policies and prior to commencing any such activity shall provide to the District a copy of a Certificate of Insurance evidencing the same.

B. Indemnification.

1. To the fullest extent permitted by law, the Village agrees to indemnify, defend and save the District, its elected officials, officers, employees, agents, and volunteers harmless from and against any and all liabilities, claims, losses, or demands for personal injury or property damage arising out of or caused by any act or omission of the Village, any of its contractors or subcontractors, anyone directly or indirectly employed or engaged by any of them, or anyone for whose acts any of them may be liable, arising from the Village’s construction, operation, maintenance, repair, and replacement of the Improvements or exercise or use of the easement rights granted under this Agreement. The obligations
on the part of the Village to indemnify, defend, save and hold harmless the District shall survive the expiration or termination of this Agreement.

2. The Village shall require each contractor who performs any work on the Easement Premises (whether such work is related to the construction of the Improvements or any subsequent major repair, reconstruction, restoration, replacement or maintenance thereof), to indemnify, defend, save and hold harmless the District to the same extent as required of the Village under Section 4.B.1 and the Village shall include in all of its contracts a statement expressly declaring the District to be a third-party beneficiary of the indemnification provision.

SECTION FIVE. MUTUAL COOPERATION.

A. General Obligation. The District and the Village shall take all reasonable actions necessary or appropriate to carry out the provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the District and the Village as reflected by such terms, including, without limitation: the giving of such notices, the holding of such public meetings, and the pursuit of government approvals as may be necessary to enable the District and the Village’s compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the District and the Village as reflected by said terms.

B. Permits and Assistance. The Village shall be responsible for obtaining a revised permit from MWRD, and the Village shall incorporate and complete all remaining stormwater related items as required by Permit number 20160117 and issued by MWRD in August 11, 2016 (“MWRD Permit”). The District and the Village shall cooperate reasonably with each other in seeking from any or all appropriate governmental authorities all other necessary permits and approvals and (if the Village in its sole discretion determines it is appropriate to do so) other aid and assistance required or useful for the construction, installation, operation, maintenance, or repair of the Improvements.

SECTION SIX. REPRESENTATIONS AND WARRANTIES.

A. Liens. The Village shall not permit or suffer any lien or encumbrance, including without limitation, the lien of all mortgages, mechanics’ lien claims, security agreements, and assignments of rents and leases, to be imposed upon or to accrue against the District or the Easement Premises. To the extent permitted by law, the Village shall defend, indemnify and hold the District harmless from any and all liens, encumbrances, costs and expenses arising out of any labor or services performed by or at the direction of, or materials furnished to, the Village or any parties claiming by, through or under the Village. In the event that any such lien shall arise or accrue against the District, or the Easement Premises, the Village shall promptly cause such lien to be released of record by payment thereof or posting a bond with the District, in a form and amount which is reasonably satisfactory to the District.

B. Authority to Execute. The Village hereby warrants and represents to the District that the Persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of the Village. The District hereby warrants and represents to the Village: (i) that the Persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of the District; (ii) the District is the record and beneficial owner of fee simple title to the Easement Premises; (iii) except as provided herein, no other person has any legal, beneficial, contractual, or security interest in the Easement Premises; (iv) the District has the full and complete right, power, and authority to enter into this Agreement, to agree to the terms, provisions, and conditions set forth in this Agreement, and to bind the Easement Premises as set forth in this Agreement; (v) all
legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken; and (vi) neither the execution of this Agreement nor the performance of the obligations assumed by the District will violate any statute, law, restriction, court order, or agreement to which the District or the Property are subject.

SECTION SEVEN. ASSIGNMENT OF RIGHTS.Neither Party may assign its rights or delegate its duties under this Agreement, in whole or in part, without the consent of the other Party.

SECTION EIGHT. COVENANTS RUNNING WITH THE LAND. The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are easements, rights, restrictions, agreements, and covenants running with the land, are to be recorded against the Property and are binding upon and inure to the benefit of the Village and the District, and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Easement Premises, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States.

SECTION NINE. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement must be given by the Parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally-recognized overnight delivery service, addressed as stated in this Section 9.A. The address of any Party may be changed by written notice to the other Party. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the Parties must be addressed to, and delivered at, the following addresses:

If to the Village:

Village of Northbrook
1225 Cedar Lane
Northbrook, IL  60062
Attention: Village Engineer

with a copy to:

Holland & Knight LLP
131 S. Dearborn Street, 30th Floor
Chicago, IL  60603
Attention: Steven M. Elrod, Village Attorney

If to District:

Northbrook Park District
545 Academy Drive
Northbrook, IL 60062
Attention: Executive Director

with a copy to:

Robbins Schwartz
55 W. Monroe St., Suite 800
B. **Amendment.** No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all applicable statutory procedures.

C. **Recording.** The Village will record this Agreement against the Property with the Office of the Cook County Recorder of Deeds promptly following the full execution of this Agreement by the Parties.

D. **Non-Waiver.** The District and the Village shall be under no obligation to exercise any of the rights granted to each of them in this Agreement. The failure of either Party to exercise at any time any right granted to such Party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect either Party's right to enforce that right or any other right.

E. **No Waiver of Tort Immunity.** Nothing contained in this Agreement shall constitute a waiver by the District or the Village of any right, privilege or defense which it has under statutory or common law, included but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

F. **Force Majeure.** Neither Party shall be liable to the other Party for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, inclement weather, or natural calamities.

G. **Exceptions.** The easements granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, and to all questions of survey and rights of any Parties which would be revealed by a physical inspection of the Property.

H. **Severability.** If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation.

I. **Survival.** All representations and warranties contained herein shall survive the execution and recordation of this Agreement and shall not be merged.

J. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the Improvements and the easements granted pursuant to this Agreement.

K. **No Third Party Beneficiaries.** No claim as a third party beneficiary under this Agreement by any person may be made, or be valid, against the Village or the District.

L. **Captions and Paragraph Headings.** Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed on the date first above written.

ATTEST:  

Debbie Ford, Village Clerk

VILLAGE OF NORTHBROOK, an Illinois home rule municipal corporation

By: ________________________________

Richard A. Nahrstadt
Its: Village Manager

ATTEST:

NORTHBROOK PARK DISTRICT, an Illinois park district

By: ________________________________

Molly Hamer
Its: Executive Director

By: ________________________________

Its: ________________________________
ACKNOWLEDGEMENTS

STATE OF ILLINOIS )
) ss.
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for Cook County, Illinois, do hereby certify that Richard A. Nahrstadt, personally known to me to be the Village Manager of the Village of Northbrook, an Illinois home rule municipal corporation, and Debbie Ford, personally known to me to be the Village Clerk of the Village, and personally known to me to be the same persons whose names are subscribed to the foregoing Agreement, each appeared before me this day in person and acknowledged that, as the Village Manager and Village Clerk, they signed and delivered the Agreement, pursuant to the authority given by the Village, as their free and voluntary act and as the free and voluntary act and deed of the Village, for the uses and purposes set forth in the Agreement.

Given under my hand and official seal this _____ day of _______________ 20____.

___________________________________
Notary Public

STATE OF _________ )
) ss.
COUNTY OF _________ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Molly Hamer, personally known to me to be the Executive Director of the Northbrook Park District, an Illinois park district, and ______________, personally known to me to be the ______________ of the Northbrook Park District, and personally known to me to be the same persons whose names are subscribed to the foregoing Agreement, each appeared before me this day in person and acknowledged that, as the Executive Director and ____________, they signed and delivered the Agreement, pursuant to the authority given by the Northbrook Park District, as their free and voluntary act and as the free and voluntary act and deed of the Northbrook Park District, for the uses and purposes set forth in the Agreement.

Given under my hand and official seal this _____ day of _______________ 20___.

___________________________________
Notary Public
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The South 23 ½ acres of the two following described parcels of land taken as a tract; the South half of the North East quarter and the South East quarter of the North West quarter of the North East quarter of Section 17, Township 42 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois.
EXHIBIT B

CONCEPT MAP OF EAST DETENTION AREA AND WEST DETENTION AREA
EXHIBIT C

LEGAL DESCRIPTION & DEPICTION OF PERMANENT EASEMENT PREMISES

Legal description and depiction of Permanent Easement to be inserted after the project design of the Improvements is completed. This Intergovernmental Agreement MAY NOT BE RECORDED until a surveyed legal description and dimensioned and to-scale depiction of an easement is included in this Exhibit C. The easement shall generally be 15’ in width along all installed storm sewers and appurtenance Stormwater Improvements.
EXHIBIT D INSURANCE REQUIREMENTS

The Village shall require any of its contractors and subcontractors hired to construct the Improvements or otherwise perform any work on the Easement Premises, to purchase and main the insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

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

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

The District, its elected and appointed officials, officers, employees, and agents shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the District.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Continuing Completed Operations Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each occurrence for at least three years following substantial completion of the construction of the Improvements.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured’s completed work equivalent to that provided under ISO form CG 00 01.

C. Business Auto and Umbrella Liability Insurance

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

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

D. Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than $1,000,000 each accident for bodily injury by accident of $1,000,000 each employee for bodily injury by disease.

If the District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against the District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor’s work.

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish the District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

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

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

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

Failure to maintain the required insurance may result in termination of the Contract at the District’s option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the District whenever requested.

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

2. Acceptability of Insurers

For insurance companies that obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best’s Key Rating Guide. If the Best’s rating is less than A VII or a Best’s rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.
3. Cross-Liability Coverage
If Contractor’s liability policies do not contain the standard ISO separation of insured’s’ provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

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

5. Subcontractors
Contractor shall cause each Subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the District, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.
INTERGOVERNMENTAL LICENSE AGREEMENT
BY AND BETWEEN THE VILLAGE OF NORTHBROOK
AND NORTHBROOK PARK DISTRICT FOR HOSTING OF INFORMATION
TECHNOLOGY EQUIPMENT

THIS AGREEMENT is made as of ______________, 2017 (“Effective Date”) by and between the VILLAGE OF NORTHBROOK, an Illinois home rule municipal corporation (“Village”), and NORTHBROOK PARK DISTRICT (“District”), an Illinois park district (collectively, sometimes referred to as the “Parties” or individually as “Party”). In consideration of the mutual promises of the Parties hereto made each to the other and other good and valuable consideration, the Village and the District hereby agree as follows:

SECTION 1. BACKGROUND.

A. Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/l et seq., authorize units of local government including villages and park districts to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities.

B. The Parties maintain and operate a fiber optic infrastructure and related facilities for the shared use of the Village, the District, and other public entities (“I-Net”).

C. The District has requested that the Village grant the District a license to install, maintain, and operate network switches in the Village’s Data Center located within the Village Hall and the Village has agreed to grant such a license in accordance with the terms and conditions set forth herein.

SECTION 2. LICENSE.

A. **License.** The Village hereby grants the District a non-exclusive license during the Term of this Agreement to install, maintain, and operate the Equipment (as defined in Section 2.B below) (“License”) within the existing Data Center of the Village’s Village Hall located at 1225 Cedar Lane, Northbrook, Illinois, 60062 (“Licensed Premises”) for the purpose of providing improved data and telecommunications service to the District through the I-Net.

B. **Equipment.** The District will be permitted to install the data and telecommunications network switches and associated equipment more specifically described in Exhibit A attached hereto and incorporated herein (“Equipment”) on the Licensed Premises using the existing electrical and data service located therein, as the same may be modified or enhanced from time to time. The District will install the Equipment in a manner that satisfies all applicable standards, conditions, and requirements of the following:

1. equipment manufacturer’s guidelines,

2. interconnecting regulations of the facility providing direct connect fiber service,

3. Underwriters Laboratories, Inc., and

The District may place and maintain on the Equipment, any plate, logo, label, or other writing the District deems appropriate. The License granted herein shall allow the District to repair, replace, or upgrade the Equipment as may be necessary from time to time, provided that such repairs, replacements, or upgrades shall not exceed the original footprint of the Equipment without the express consent of the Village Manager or his designee, the Village’s Chief Information Officer (“CIO”).

C. Utilities. The Village will provide the following services to allow the District to install, maintain, and operate the Equipment on the Licensed Premises at no additional cost:

1. Data Access. The Village will allocate fiber connections necessary to provide data service between the I-Net and the Equipment.

2. Electrical Power. The Village will provide electrical power to the Equipment as well as back-up electrical power service to the same level as the Village’s own network equipment. The electrical service for the Equipment will not be separately metered.

3. Climate Control. The Village will provide climate control appropriate for the operation of network servers and switches.

The Village does not make any warranties or representations as to the reliability or capacity of the Utilities that will be provided for the Equipment.

D. Access to License Premises. The District acknowledges that the Licensed Premises is located within a secure building dedicated to the operation of the Village and that the District and its employees, contractors, and agents will only be allowed supervised access to the Licensed Premises during regular work hours (Monday through Friday 8:30 am – 4:30 pm) (“Regular Work Hours”) or as otherwise set forth herein.

1. Initial Installation. The District, its employees, contractors, and agents shall be provided access to the Licensed Premises for the purpose of delivering, installing, and testing the Equipment during Regular Work Hours unless otherwise directed by the Village Manager or the CIO.

2. Maintenance, Repair, Replacement and Upgrades. The District, its employees, contractors, and agents shall be provided access to the Licensed Premises for the purpose of maintaining, repairing, replacing, and upgrading the Equipment only during Regular Work Hours. The District will provide the CIO with no less than 48 hours’ notice of its need to access the Licensed Premises, except in bona fide emergencies that could result in casualty or loss to the District and/or the Village, in which case the District will provide as much advanced notice as is practicable.

E. No Warranty. The Village makes no warranty, express or implied, that the Licensed Premises are suitable for any particular purpose or that they are free from any defect or hazard. The District accepts the Licensed Premises in an “as-is” condition.
SECTION 3. DISTRICT OBLIGATIONS.

A. District Personnel. The Village shall have the right to bar any District employee, contractor, or agent from the Licensed Premises for violation of this Agreement or any Village, state, or federal statute, ordinance, or regulation. Further, the Village shall have the right to bar any District employee, contractor, or agent from the Licensed Premises for violations of the Village’s sexual harassment policies, workplace safety policies, and its “No Weapons” policy, all of which will be made available to the Park District for review upon execution of this Agreement. In the event that the Village bars an employee, contractor, or agent of the District from the Licensed Premises, the Village will promptly inform the District and provide the District a reasonable opportunity to dispatch an alternate individual to perform the functions of the barred person.

B. Ownership and Maintenance of Equipment. All right, title, and ownership to the Equipment will remain with the District. The District will be solely responsible for the maintenance, repair, replacement, and removal of the Equipment.

C. Risk of Loss. The Equipment shall be held at all times at the sole risk of the District, which shall carry the insurance coverage required by Section 4, and, at the District’s discretion, whatever additional insurance coverage the District deems appropriate to protect itself from injury, loss, or destruction.

D. No Interference. The Equipment and any work conducted by the District to install, maintain, or operate the Equipment on the Licensed Premises may not interfere with the Village’s day-to-day operations, or the operation of the I-Net (collectively, “Interference”). Any such Interference will be deemed a violation of the terms of this Agreement and must be rectified by the District no later than 48 hours after receipt of notice from the Village, or if the Interference is of such a nature that it cannot be rectified within this timeframe, the District will rectify the Interference as soon as reasonably possible. Failure to rectify the Interference will be deemed grounds for termination of this Agreement.

SECTION 4. Insurance.

Contemporaneously with the execution of this Agreement, the District shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in this Section 4. Such certificates and policies shall be provided through the District’s self-insurance risk pool, which the Village hereby finds acceptable. If, at any time during the term of this Agreement, the District is unable to maintain coverage as required hereunder, it shall be required to submit to the Village a written request for approval of such lesser coverage explaining why it cannot satisfy the requirements of this Section 4. During the entire term of this Agreement, the District shall maintain in full force and effect these insurance coverages, with the Village named as an additional insured, but only as to risks assumed by the District pursuant to Section 3 of this Agreement:

<table>
<thead>
<tr>
<th>TYPE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workman’s Compensation</td>
<td>As required by State of Illinois</td>
</tr>
<tr>
<td>Public Liability &amp;</td>
<td>$1,000,000 per person</td>
</tr>
<tr>
<td>Casualty/Property Damage</td>
<td>$1,000,000 annual aggregate</td>
</tr>
</tbody>
</table>
Each additional insured endorsement shall identify the Village as follows: Village of Northbrook, including its Board members and elected and appointed officials, its officers, employees, and agents.

SECTION 5. INDEMNIFICATION. To the extent permitted by law, the District shall indemnify, save harmless, and defend the Village, its boards, committees, commissions, officers, agents and employees, against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys’ fees and administrative expenses, that may arise out of or in connection with the existence of this License Agreement and the installation, maintenance, or operation of the Equipment on the Licensed Premises or any act or omission of the District, with respect to the District’s obligations under this Agreement, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the District, except to the extent caused by the sole negligence of the Village.

SECTION 6. TERM. This Agreement and the License granted herein shall be valid and effective commencing on the date set forth in the first paragraph of this Agreement for a term of one year from the Effective Date, which term shall automatically be renewed for additional one year terms (the “Term”) unless and until one of the Parties provides the other Party with its intent to terminate the Agreement no less than 30 days before the anniversary of the Effective Date.

SECTION 7. TERMINATION.

A. The Village may terminate this Agreement and the License granted herein prior to the end of the Term set forth in Section 6 upon the occurrence of the following:

1. The District’s non-compliance with any provision of this Agreement, and failure to cure such non-compliance within fourteen (14) days, or if the non-compliance cannot be cured within fourteen (14) days, the District’s failure to cure the non-compliance within a reasonable time, after written notice of the District’s non-compliance by the Village;

2. The District’s failure to rectify any Interference in the manner set forth in Section 3.D;

3. For convenience at the sole discretion of the Village and upon 90 days’ advance written notice to the District; or

4. Upon the mutual written agreement of the Parties.

B. The District may terminate this Agreement and the License granted herein prior to the end of the Term set forth in Section 6 upon 30 days’ advance written notice to the Village or upon the mutual written agreement with the Village.

C. Upon termination of this Agreement, the District must remove the Equipment from the Licensed Premises no later than fourteen (14) days after termination, or such longer period of time as agreed to by the Village. The Village will allow the District to enter the Licensed Premises during Regular Work Hours to remove the Equipment. The District will remove the Equipment in the manner that will cause minimal disruption to the Village and the District will be responsible for the repair of any damage maliciously or negligently caused by the District during
removal. The District will repair, to the best of its ability, damage caused by the District during removal, ordinary wear and tear excepted.

SECTION 8. ASSIGNMENT. The Parties may not assign this Agreement, or the License granted herein, in whole or in part, without the express written consent of the other Party. Any assignment without such written consent shall, at non-assigning Party’s option, be deemed to be void and of no force or effect. Notwithstanding any assignment or subletting, the Parties shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants or conditions of this Agreement.

SECTION 9. GENERAL PROVISIONS.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid only to the extent they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 9.A, each Party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to Village shall be addressed to, and delivered at, the following address:

Village of Northbrook
1225 Cedar Lane
Northbrook, Illinois 60062
Attn: Village Manager
Fax:

Notices and communications to the District shall be addressed to, and delivered at, the following address:

Northbrook Park District
545 Academy Drive
Northbrook, IL 60062
Attn: Executive Director
Fax: 847-205-1154

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
D. **Non-Waiver.** Neither Party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of either Party to exercise at any time any right granted to it shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Party’s right to enforce that right or any other right.

E. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgment, or similar indication of assent of any Party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any Party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgment, or similar indication of assent shall be in writing.

F. **Governing Law.** This Agreement shall be governed by, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

G. **Severability.** It is hereby expressed to be the intent of the Parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

I. **Interpretation.** This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

J. **Rules of Construction**

1. **Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders, and the plural includes the singular and vice versa.

2. **Headings.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

3. **Calendar Days.** Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal or state holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal or state holiday.
K. **Amendments and Modifications.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with applicable law.

L. **Changes in Laws.** Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules or regulations that may occur in the future.

M. **Authority to Execute.** Village hereby warrants and represents to the District the persons executing this Agreement on its behalf have been properly authorized to do so by the President and Board of Trustees of the Village. The District hereby warrants and represents to Village the persons executing this Agreement on its behalf have been properly authorized to do so by the District’s Board of Park Commissioners.

N. **No Third Party Beneficiaries.** No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the Parties.

O. **Retention of Immunities.** Nothing contained in or implied from any provision of this Agreement shall constitute waiver of any common law and/or statutory rights, defenses, privileges or immunities of either Party, their officials, officers and employees, including but not limited to those provided under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS HEREOF, Village has caused this Agreement to be executed by its Village Manager and attested by the Village Clerk of the Village of Northbrook, and District has caused this Agreement to be executed by the District’s Board President and attested by the District’s Board Secretary, as of the day and year first above written.

VILLAGE OF NORTHBROOK, an Illinois home rule municipal corporation

By: ____________________________________________
Richard A. Nahrstadt, Village Manager

ATTEST:

By: ____________________________________________
Debra J. Ford, Village Clerk

(SEAL)

NORTHBROOK PARK DISTRICT ("District"), an Illinois park district

By: ____________________________________________

ATTEST:

By: ____________________________________________

(SEAL)
EXHIBIT A

DISTRICT EQUIPMENT MANIFEST

The switch is model: JL075A, serial number: SG62GYY3HW, description: HP Aruba 3810M-16SFP+–2-slot Switch.

There are 2 hot-swap power supplies installed with model and serial numbers detailed below.

<table>
<thead>
<tr>
<th>PS#</th>
<th>Model</th>
<th>Serial</th>
<th>State</th>
<th>AC/DC + V</th>
<th>Wattage</th>
<th>Max</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>JL085A</td>
<td>CN5BGZ82BF</td>
<td>Powered</td>
<td>AC 120V/240V</td>
<td>46</td>
<td>250</td>
</tr>
<tr>
<td>2</td>
<td>JL085A</td>
<td>CN5BGZ82CZ</td>
<td>Powered</td>
<td>AC 120V/240V</td>
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<td>250</td>
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</table>

There are 11 fiber transceivers installed with model and serial numbers as detailed below.

<table>
<thead>
<tr>
<th>Port #</th>
<th>Type</th>
<th>Prod #</th>
<th>Serial</th>
<th>Part #</th>
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<tbody>
<tr>
<td>1</td>
<td>SFP+LR</td>
<td>J9151A</td>
<td>CN66G7R5BW</td>
<td>1990-3883</td>
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<td>2</td>
<td>1000LX</td>
<td>J4859C</td>
<td>CN66HGN114</td>
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<td>CN66HGN1DX</td>
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<td>CN66HGN044</td>
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<td>CN66HGN0CX</td>
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