



Board of Park Commissioners

Regular Board Meeting

Joe Doud Administration Building
545 Academy Drive
Northbrook, IL 60062
847-291-2960
nbparks.org

March 31, 2021

Joe Doud Administration Building, 545 Academy Drive, Northbrook, Illinois
7pm

The Northbrook Park District Board of Commissioners will offer a hybrid option to attend the Regular Board Meeting on Wednesday March 31 at 7pm. If you wish to attend electronically, provisions have been made to join via Zoom. Please contact Wendy Peterson at wpeterson@nbparks.org or 847-897-6106 by 5pm, Wednesday, March 31 to request login information. For those who wish to attend in-person, Commissioners and staff will be meeting in the Joe Doud Administration Building, 545 Academy Drive. CDC guidelines will be followed and a face covering is required. Community members wishing to respectfully share thoughts about any matter concerning the Northbrook Park District may do so during Recognition of Visitors. The Board typically does not immediately respond to public comments or engage in open dialogue, but we are of course actively listening to your comments. If follow up communication is necessary, a Northbrook Park District staff member will contact you within two business days. Thank you for your understanding of these guidelines.

PUBLIC HEARING – 2021 BUDGET AND APPROPRIATIONS AGENDA

- I. Call to Order and Roll Call
- II. Recognition of Visitors
- III. Approval of Agenda

REGULAR BOARD MEETING AGENDA

- I. Call to Order and Roll Call
- II. Recognition of Visitors
- III. Approval of Agenda
- IV. Consent Agenda

The matters listed for consideration on the Consent Agenda have been discussed by the Board of Commissioners previously at the March 15, 2021 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.

3/31.15 Approval of Regular Board Meeting Minutes of February 24, 2021

3/31.16 Approval of February 2021 Vouchers

3/31.17 Approval of Heritage Oaks Golf Club Course Furnishings, Bid #2196

3/31.18 Approval of Custodial Services – Various Locations, Bid #2192

- V. Action Items

3/31.19 Adoption of Ordinance 21-O-2, 2021 Budget and Appropriation

3/31.20 Approval of Cell Tower Extension Agreement

- VI. Executive Director Report

- VII. Commissioner Reports

- VIII. President's Report

- a. President requests volunteers for Nominating Committee

- IX. Unfinished Business

- X. New Business

- XI. Next Meeting

- a. Regular Board Meeting, April 28, 2021, 7pm, Joe Doud Administration Building, 545 Academy Drive

- XII. Adjourn

Copies to: Park Board, Attorney, Directors, All Staff and Park District Facilities, Daily Herald, 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.



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847-291-2960
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MEMORANDUM

To: Parks and Properties Committee
From: Ed Dalton, Director of Parks and Properties
Agenda Item: V. 3/31.20 Consider Cell Tower Site Agreement Extension
Date: March 26, 2021

Staff Recommendation:

Staff recommends the approval of the Cell Tower Site Agreement Extension for six months with VB-S1 Assets, LLC.

Background:

At the March 15, 2021 Parks and Properties Committee Meeting, a possible extension to the PSC PrimeCo, L.P. cell tower agreement was discussed. Nicole Karas was contacted by PSC PrimeCo and was asked if the Park District would be willing to extend the cell tower lease for another 6 months. PrimeCo has been negotiating with the Village of Northbrook and the selected site needs to clear some additional permitting issues.

Since that time, Nicole Karas has been working with the attorneys and representatives from PSC PrimeCo and we have attached the Agreement for your review and approval. Agreement highlights include:

- Expiration date changed from April 1, 2021 to September 30, 2021
- Rent increase commencing with the first day of the renewal term at 40% to \$3,229.77 per month
- Rent continues through the cell tower removal and restoration

Motion:

The Board of Commissioners moves to approve the Cell Tower Site Agreement Extension for six months with VB-S1 Assets, LLC.

Pc: Molly Hamer, Executive Director

SECOND AMENDMENT TO PCS SITE AGREEMENT

THIS SECOND AMENDMENT TO PCS SITE AGREEMENT (this “**Amendment**”), dated as of this ____ day of _____, 2021 (the “**Effective Date**”), by and between **Northbrook Park District, an Illinois unit of local government** (the “**Owner**”), and **VB-S1 Assets, LLC**, a Delaware limited liability company (the “**Tenant**”), recites and provides:

RECITALS

WHEREAS, Owner is the fee owner of certain real property located in Cook County, Illinois, as more particularly described on **Exhibit A** (the “**Owner's Property**”).

WHEREAS, Tenant, by way of assignment, is the tenant under that certain PCS Site Agreement by and between Owner and PCS PrimeCo, L.P. a Delaware limited partnership, dated as of September 29, 1995, and as amended by a certain First Amendment to PCS Site Agreement dated as of August 26, 2020 (as previously assigned and as further amended herein, the “**Lease**”).

WHEREAS, Owner leases to Tenant a portion of the Owner's Property, as more particularly described on **Exhibit B** (the “**Property**”).

WHEREAS, Tenant owns, operates, and maintains one or more wireless communications towers, equipment, shelters, and other associated improvements on the Property (“**Improvements**”).

WHEREAS, on July 20, 2018, Owner notified Tenant that: 1) the Lease would not be renewed and would therefore expire on September 28, 2020 (the “**Expiration Date**”); and 2) Tenant was required to remove all Improvements from the Property and restore the Property on or before the Expiration Date.

WHEREAS, Tenant has not obtained all approvals from the Village of Northbrook to remove and relocate the Improvements from the Property by the Expiration Date and has therefore requested an additional six (6) month extension of the Lease from the extension agreed to in the First Amendment to PCS Site Agreement.

WHEREAS, Owner and Tenant have agreed to extend the Lease based on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Defined Terms; Recitals. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Lease. The recitals set forth here and above are true and correct in all respects and are incorporated herein by reference.

2. Renewal Terms. Immediately following the Renewal Term as set forth in the First Amendment to PCS Site Agreement, the Lease will extend for One (1) additional six (6) month renewal period, commencing on April 1, 2021 and expiring on September 30, 2021 (the “Additional Renewal Term”).

3. Rent Increase. Commencing with the first day of the Additional Renewal Term, the Rent shall be increased by Forty Percent (40%) to Three Thousand Two Hundred Twenty-Nine and 77/100 Dollars (\$3,229.77), paid monthly, in advance, to Owner’s address set forth in Section 9.

4. Non-Exclusive Use. In addition to any other use rights granted by the Lease, Tenant shall have the non-exclusive right to use the Property for purposes of maintaining operating and removing the Improvements and restoring the Property upon said removal. Owner reserves the right to grant to any third party the right to use, occupy or to otherwise acquire any other right or interest in the Property; provided, however, that any such right shall not interfere or conflict with this non-exclusive use by Tenant.

5. Removal of Improvements and Restoration of Property. Upon expiration of the Additional Renewal Term, Tenant shall remove all Improvements located on the Property, including any portion of the Improvements above and below ground, and shall restore the Property to substantially to the same condition existing on the commencement date of the Lease, reasonable wear and tear excepted. If Tenant requires additional time after the expiration of the Additional Renewal Term for removal and/or restoration, Tenant shall pay Owner the monthly installment of the Rent in advance for each thirty (30) day period (prorated for any partial month) Tenant requires to complete the removal. Should any Improvements not be so removed or the affected area not be so restored as set forth herein, in addition to the other remedies provided for the breach by Tenant of its obligations under this Agreement, and upon prior written notice to Tenant, Owner may remove the Improvements and restore the affected areas, or cause others to remove the Improvements and restore the affected areas, and Tenant shall compensate or reimburse Owner for the actual and reasonable costs thereof promptly upon the written request of Owner, which shall include a detailed invoice of all such costs.

6. Indemnification. Section 11 of the Lease is hereby replaced with this Section 6. To the fullest extent permitted by law, Tenant shall indemnify and defend and hold Owner, its park commissioners, officers, employees, volunteers and agents (“**Owner Indemnified Parties**”) harmless from and against any and all loss, cost, damage and expense, including without limitation court costs and reasonable attorneys’ fees, which Owner Indemnified Parties may suffer, incur or sustain, or for which Owner Indemnified Parties may become liable by reason of a lawsuit or claim for compensation arising in favor of any person including, without limitation, the employees, officers, independent contractors or subcontractors of Tenant or Owner, on account of the injury to or the death of any person(s), or the loss or damage of any property arising out of, incident to, resulting directly or indirectly from, or in connection with the breach by Tenant of any provisions of this Agreement, or the grant of lease under this Agreement and the exercise by Tenant of the rights and privileges granted to Tenant or the performance of any of the obligations undertaken by Tenant under this Agreement, except that Tenant shall have no liability for damages or the costs incident thereto to the extent caused

by the negligence or intentional wrongful acts or omissions of Owner Indemnified Parties. In defending against any such claims, Tenant may select legal counsel of its own choice and Owner will reasonably cooperate with such counsel in the defense of such claim; provided, however, that Owner shall not have to incur any expense in connection therewith. Owner reserves the right to independently defend against or participate in Tenant's defense of any such claim, at Owner's own expense. This reserved right shall not in any way diminish Tenant's indemnification, defense and hold harmless obligations hereunder. Except with the written consent of Owner, the Tenant shall not consent to the entry of any judgment or settlement which does not include as an unconditional term thereof, the giving by the claimant or plaintiff to the Owner of an unconditional release from all liability in respect of such third-party claim or demand.

7. Insurance. Section 19 of the Lease is hereby replaced with this Section 7. In furtherance of and not in limitation of its responsibilities and promises in this Agreement, Tenant shall secure and maintain at its own expense insurance with coverages and terms as provided in Exhibit C attached to and incorporated herein by reference. Tenant shall also require each and all of its respective contractors and subcontractors performing any work for Tenant in the exercise of any and all of the rights and privileges granted Tenant hereunder, to secure and maintain at their own expense insurance with like coverages and terms.

8. Termination by Owner. In addition to all rights and remedies to Owner hereunder, Owner reserves the right to terminate the Lease and any and all other rights and privileges hereby granted to Tenant under this Agreement immediately upon written notice to Tenant in the event: (i) without obtaining Owner's prior written consent, Tenant conducts uses on the Property unrelated to the operations of a wireless communication tower as provided in this Agreement; or (ii) Owner discovers that the conduct of any of the Improvements poses a risk of a safety or health hazard, and Owner determines reasonably and in good faith that such risk is unreasonable (but only after Tenant has failed to remedy such condition or failed to provide Owner sufficient evidentiary proof, as determined by Owner, that the Improvements do not pose as risk of a safety or health hazard, after being given a reasonable time under the circumstances presented by the nature of the risk within which to do so); or (iii) Tenant has failed to maintain the insurance coverages required under this Agreement; or (iv) Tenant fails to pay compensation as required under this Agreement for a period of fifteen (15) days after written notice of nonpayment is given by Owner to Tenant.

9. Notices. All notices under the Lease shall be delivered by Federal Express, or US certified mail return receipt requested, and addressed to:

If to Tenant:

VB-S1 Assets, LLC
c/o Vertical Bridge REIT, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Attention: General Counsel
Ref: US-IL-5098

If to Owner:

Northbrook Park District
545 Academy Dr.
Northbrook, IL 60062
Email: edalton@nbparks.org
Phone: 847-291-2960

With a copy to:
Robbins Schwartz
631 E. Boughton Rd., Suite 200
Bolingbrook, IL 60440-3098
Email: nkaras@robbins-schwartz.com
Phone: 630-869-5408

10. Confidentiality. Except as provided herein, Owner shall keep the terms of the Lease confidential, and shall not disclose any terms contained within the Lease to any third-party other than such terms as are set forth and recorded in an applicable memorandum of lease, other than in connection with a bona fide third-party sale of the fee interest in the Owner's Property, in connection with financing by a third-party institutional bank, or such disclosure is required by law, as determined by Owner.

11. Representations of Owner. Owner warrants and represents that: (i) it is the owner in fee simple of the Property; (ii) it alone has full right to lease the Property on the terms of the Lease, as amended; and (iii) it has the full authorization and authority to execute this Amendment.

12. Compliance with Laws. Tenant shall comply with all applicable federal laws, including without limitation posting requirements of the Federal Communications Commission, state, and local laws, codes, rules, regulations, and ordinances and the terms and conditions of this Agreement affecting Tenant's use or occupancy of the Property, including any removal and restoration activities conducted on the Property.

13. Counterparts/Digital Signatures. This Amendment may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document. Delivery of a copy of this Amendment bearing an original signature by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature. For the purposes of this section, "original signature" means or refers to a signature that has not been mechanically or electronically reproduced.

14. Ratification. Except as amended and modified herein, the Lease is ratified and confirmed in all respects and shall continue in full force and effect. In the event of any dispute

between the terms of the Lease and this Amendment, the terms of this Amendment shall govern and supersede those set forth in the Lease.

[The remainder of this page is intentionally blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

OWNER:

Northbrook Park District, an Illinois unit of local government

By: _____

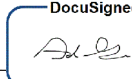
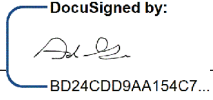
Name: _____

Title: _____

[Owner's Signature Page to Amendment]

TENANT:

VB-S1 Assets, LLC

By:  _____
Name:  _____
Title: Adam B. Ginder, Associate General Counsel
3/18/2021

[Tenant's Signature Page to Amendment]

Exhibit A

Description of the Owner's Property (Parent Parcel)

THAT PART OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID RAILROAD RIGHT OF WAY WITH A LINE 525.40 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST 1/4 OF SECTION 15; THENCE NORTH 90° 00' 00" EAST 363.00 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 00° 54' 01" EAST 479.62 FEET; THENCE NORTHWESTERLY 157.42 FEET ALONG THE ARC OF A CIRCLE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 100.00 FEET (CHORD OF SAID ARC BEARS NORTH 41° 11' 47" WEST 141.66 FEET); THENCE NORTH 89° 17' 36" WEST 456.07 FEET TO THE EAST LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT OF WAY; THENCE SOUTH 17° 26' 00" EAST 615.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Exhibit B

Legal Description of the Property

A PART OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD WITH A LINE 525.40 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST 1/4 OF SECTION 15; THENCE NORTH 17°23'20" WEST ALONG SAID EAST LINE, 161.52 FEET; THENCE SOUTH 89°00'56" EAST, 19.28 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0°59'04" EAST, 20.00 FEET; THENCE SOUTH 89°00'56" EAST, 20.00 FEET; THENCE SOUTH 0°59'04" WEST, 20.00 FEET; THENCE NORTH 89°00'56" WEST, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 400 SQUARE FEET (OR 0.009 ACRES), MORE OR LESS.

Non-Exclusive Access & Utility Easement

A 12.00 FOOT WIDE NON-EXCLUSIVE ACCESS & UTILITY EASEMENT IN THAT PART OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD WITH A LINE 525.40 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST 1/4 OF SECTION 15; THENCE NORTH 17°23'20" WEST ALONG SAID EAST LINE, 161.52 FEET; THENCE SOUTH 89°00'56" EAST, 19.28 FEET; THENCE NORTH 0°59'04" EAST, 6.00 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE NORTH 89°00'56" WEST, 5.46 FEET; THENCE NORTH 17°23'20" WEST, 447.07 FEET TO THE POINT OF TERMINATION, BEING ON THE SOUTHERLY LINE OF AN APPARENT RIGHT-OF-WAY OF ANETS DRIVE.

CONTAINING 5,430 SQUARE FEET (OR 0.125 ACRES), MORE OR LESS.

Exhibit C
Insurance Requirements

Tenant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with Tenant's use of Owner property. The cost of such insurance shall be borne by Tenant.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 00 04 13 93, or a substitute form providing equivalent coverage).
2. Insurance Services Office Business Auto Coverage form number form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent coverage, covering Automobile Liability.
3. Workers' Compensation insurance as required by statute and Employers Liability insurance.

B. Minimum Limits of Insurance

Tenant shall maintain limits no less than:

1. General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including coverages for owned, hired or non-owned vehicles, as applicable.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by statute and Employers Liability limits of \$1,000,000 per accident and \$1,000,000 per disease.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. Owner, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of Tenant and the Property used by Tenant including the products sold by or provided Tenant; and automobiles owned, leased, hired or borrowed by the Tenant.
- b. Tenant's insurance coverage shall be primary insurance as respects Tenant's indemnity obligations under the Lease. Any insurance or self-insurance maintained by Owner, its officers, officials, employees, volunteers, or agents shall be excess of Tenant's insurance and shall not contribute with it, as respects Tenant's indemnity obligations under the Lease.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Owner, its commissioners, officers, officials, employees, volunteers, or agents.
- d. Tenant's insurance shall contain a separation of interests provision.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation under its worker's compensation and employer's liability coverage against Owner, its officers, officials, employees, volunteers, or agents for losses arising from the Property, use of the Improvements or other activities of Tenant.

3. All Coverages

Each insurance policy required by this clause shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by mail, has been given to Owner.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII and authorized to do business in the State of Illinois.

E. **Verification of Coverage**

Tenant shall furnish Owner with certificates of insurance. The certificates for each insurance policy are to be signed by a person authorized by that insurer to evidence coverage on its behalf. All certificates and endorsements are to be received and approved by Owner prior Effective Date and insurance renewal certificates prior to expiration of coverage.

F. **Contractors/Subcontractors**

Tenant shall include all contractors and subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each contractor/subcontractor. All coverage for contractors/subcontractors shall be subject to all of the requirements stated herein.