

# DOWNERS GROVE PARK DISTRICT

February 21, 2008

7:00 P.M.

*Village Council Chambers*

## AGENDA

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Communications
5. Visitors
6. Reports
  - A. Administration
    - 1. CONSENT AGENDA**
      - a. Treasurer's Report
      - b. Payment of Bills
      - c. Payout #6 (FINAL and Related Documents) – Cooling Landscape Contractors -- Doerhoefer Park Football / Soccer Field Renovation 2006
      - d. Payout #1 – JF New & Associates – Lyman Woods Streambank Stabilization, Project Site Area III, Phases I & II
      - e. Payout #4 – Engineering Resource Associates, Inc. – Lyman Woods Streambank Stabilization, Project Site Area II, Phase III
      - f. Payout #3 – Ramaker & Associates, Inc. – Community Aquatic Facility Master Planning
      - g. Request Authorization to Bid – 2008/2009 Park District Apparel
      - h. Memorandum of Understanding for DOLLS
      - i. Consideration of Request for Utility Easement by Commonwealth Edison at Randall Park
    - 2. ACTIVE AGENDA**
      - a. Blodgett House Agreement and Construction Easement
  - B. Facilities
  - C. Parks
  - D. Recreation
  - E. SEASPAR
  - F. Plan Commission
7. Unfinished Business
8. New Business
9. Visitors
10. Adjourn to Executive Session under Sections 2(c)(1) and 2(c)(5) of the Open Meetings Act for the Discussion of Personnel and Land Acquisition, respectively
11. Reconvene in Public Session (possible action following Executive Session)
12. Final Adjournment



1 you have payout number one to JFNew & Associates for  
 2 the Lyman Woods streambank stabilization Project Site  
 3 Area III, Phases I and II; payout number four to  
 4 Engineering Resources & Associates for Lyman Woods  
 5 streambank stabilization Project Site Area II, Phase  
 6 III; payout number three to Ramaker & Associates, Inc.  
 7 for the community aquatic facility master planning;  
 8 the request authorization to bid the 2008/2009 park  
 9 district apparel; the memorandum of understanding  
 10 for the DOLLS softball organization; and the  
 11 consideration of request for utility easement by  
 12 ComEd which has been moved to the active agenda. So  
 13 we request the approval of the consent agenda as  
 14 presented.

15 MR. JAROS: Mr. President, I move the approval  
 16 of the consent agenda excluding items 1(c) and 1(i)  
 17 and modifying the payment of bills, item 1(b), from  
 18 the published amount of \$760,228.05 to a figure which  
 19 is \$24,798.86 less by removing the payment scheduled  
 20 for 2/21/08 from Capital Improvements Fund, number 80,  
 21 for the removed agenda item, 1(c).

22 MR. SMITH: Second.

1 PRESIDENT GELWICKS: Roll call, please?

2 MS. RANK: Mr. Jaros?

3 MR. JAROS: Aye.

4 MS. RANK: Mr. Smith?

5 MR. SMITH: Aye.

6 MS. RANK: Miss Engel-Accettura?

7 MS. ENGEL-ACCETTURA: Aye.

8 MS. RANK: Mr. Gelwicks?

9 PRESIDENT GELWICKS: Aye.

10 MS. RANK: Miss Mahoney?

11 MS. MAHONEY: Aye.

12 PRESIDENT GELWICKS: The consent agenda is  
 13 approved. Moving on.

14 MR. CERMAK: Moving on to active I would suggest  
 15 we deal with the item we moved from the consent agenda.  
 16 That would be the consideration of the request for  
 17 utility easement by Commonwealth Edison at Randall  
 18 Park. Director Reese can update you with the details.  
 19 However, this is a private property owner with a  
 20 Commonwealth Edison pole on his property that has  
 21 made a request of the district to move the pole to  
 22 public property, i.e., Randall Park.

1 After reviewing the situation and aerial  
 2 photography, we believe that there is ample room on  
 3 the private property to place that pole and that the  
 4 private property owner's plans should take that into  
 5 account as opposed to moving this to public property.  
 6 So we have recommended that the request for the  
 7 easement be rejected.

8 PRESIDENT GELWICKS: Commissioner Jaros, I  
 9 think you had some thoughts on this.

10 MR. JAROS: It appears that the lot is exceedingly  
 11 deep. Do we know the dimension? How deep is that  
 12 lot, Dan?

13 MR. CERMAK: I don't know that we know. Todd,  
 14 do you have any idea?

15 MR. REESE: I am going to say, Dan, it's about  
 16 two hundred feet deep.

17 MR. CERMAK: Based on the length of the tennis  
 18 court?

19 MR. REESE: Based on -- We have a scale on the  
 20 drawings. So it's just under two hundred feet.

21 MR. CERMAK: Okay.

22 MR. JAROS: Is there anything that keeps the

1 existing pole from simply being situated farther back  
 2 on the lot? There seems to be plenty of depth to  
 3 the lot where that pole could be moved.

4 MR. CERMAK: We don't see that there is.

5 MR. JAROS: No problem doing that? So we really  
 6 don't understand why they're seeking an easement on  
 7 our park property, is that --

8 MR. CERMAK: I think it's fair to say that if  
 9 they have the opportunity to place it on public  
 10 property they would prefer to do that and take it off  
 11 of the private property owner's land.

12 PRESIDENT GELWICKS: They being ComEd?

13 MR. CERMAK: The private property owner. ComEd  
 14 doesn't really care where it's at. They're simply replying  
 15 to a request from the homeowner. I believe they have  
 16 also asked the village. You can see the village  
 17 pumphouse is located there. The village has rejected  
 18 the request.

19 MR. JAROS: Well, if there was some necessity I  
 20 would think differently about it, but from what I am  
 21 seeing here there is no necessity.

22 MR. CERMAK: Todd, anything to add?

9

1 MR. REESE: I concur.

2 PRESIDENT GELWICKS: So staff's recommendation  
is to not accept this request for an easement?

4 MR. CERMAK: Yes, to reject the request.

5 MR. JAROS: I will move to accept the staff's  
6 recommendation to reject the request for an easement  
7 at this time subject to reconsideration if new facts  
8 are presented to us.

9 PRESIDENT GELWICKS: Do we have a second?

10 MS. ENGEL-ACCETTURA: I will second.

11 PRESIDENT GELWICKS: Any other discussion?  
12 Roll call, please?

13 MS. RANK: Mr. Jaros?

14 MR. JAROS: Aye.

15 MS. RANK: Miss Engel-Accettura?

16 MS. ENGEL-ACCETTURA: Aye.

17 MS. RANK: Mr. Gelwicks?

18 PRESIDENT GELWICKS: Aye.

19 MS. RANK: Miss Mahoney?

20 MS. MAHONEY: Aye.

21 MS. RANK: Mr. Smith?

22 MR. SMITH: Aye.

10

1 PRESIDENT GELWICKS: The motion is approved.

2 MR. CERMAK: Thank you. Moving on to the item  
3 2(a), Blodgett House agreement and construction  
4 easement, at the last board meeting the board reviewed  
5 the agenda item and instructed or requested staff to  
6 look into several items. I believe there were  
7 thirteen or fourteen items that we looked at. We  
8 have taken those back to the attorney and we have  
9 worked with the Blodgett House group, and we believe  
10 we have answered the board's questions from that  
11 meeting. And what you have in front of you is the  
12 result of the work over the last week to try to  
13 clarify the items that the board was requesting.  
14 Director Reese or I will be happy to answer any  
15 questions that you might have. And I see we have in  
16 the audience Charley Smart and Gordon Goodman also  
17 that could serve as a resource.

18 Also I wanted to note that in regard to  
19 the letter of credit we have provided you via Gordon  
and Charley's group the proforma letter which is a  
21 worksheet which indicates the approximate amount of  
22 the letter of credit based on the specific things at

11

1 issue. Todd, did you want to add anything else to  
2 that?

3 MR. REESE: No, sir.

4 PRESIDENT GELWICKS: Commissioners, discussion?

5 MR. JAROS: Mr. President, we had at our last  
6 meeting talked about some of the drafting. And one  
7 of my questions was on the second whereas of the main  
8 agreement. That refers to the Illinois Intergovern-  
9 mental Cooperation Act. And I had raised the question  
10 as to why that statute was being referenced because  
11 this agreement is not an intergovernmental agreement  
12 since the Downers Grove Heritage Preservation  
13 Corporation is a private not governmental body.

14 MR. CERMAK: Correct.

15 MR. JAROS: Do we know why that's still in the  
16 current draft?

17 MR. CERMAK: That information -- As you recall  
18 you did receive a revised 2(a) on Tuesday. The  
19 information in the attorney's response was included  
20 in the original submittal. So hopefully you have  
21 that in your packet. Todd, do you still have that?  
22 Could you respond to that, at least the attorney's

12

1 response to you in regard to that specific citation?

2 MR. REESE: I sure will. Thanks, Dan. It's in  
3 correspondence from Attorney Dirk Price on Tuesday,  
4 February 12th, item three or comment three. It's the  
5 Intergovernmental Cooperation Act that empowers the  
6 park district to enter into agreements like this with  
7 private parties as well because you can never have  
8 enough sources of power for the things you want to do.  
9 So it doesn't just relate to two government entities  
10 having an agreement but also a government entity  
11 having an agreement with a private party.

12 PRESIDENT GELWICKS: Just a question. Is there  
13 a necessity for that whereas to be in this document?  
14 Does it change the significance of this document?

15 MR. CERMAK: We would have to ask the attorney  
16 that question.

17 MR. REESE: I am not an attorney.

18 PRESIDENT GELWICKS: Well, does the Heritage  
19 Corporation have any views on this?

20 MR. REESE: I didn't receive any comment from  
21 Gordon or Charley to object to it. And I think their  
22 attorney has looked at it as well.

1 MR. CHARLEY SMART: That's right.

2 PRESIDENT GELWICKS: Okay. Thank you.

3 MR. JAROS: Well, I brought the statute book  
4 that contains the Intergovernmental Cooperation Act,  
5 and I will read it to you. Section 3 says, "Any power  
6 or powers, privileges, functions or authority exercised  
7 or which may be exercised by a public agency of the  
8 state may be exercised, combined, transferred and  
9 enjoyed jointly with any other public agency of the  
10 state and jointly with any public agency of any other  
11 state or of the United States to the extent that laws  
12 of such other state or of the United States do not  
13 prohibit joint exercise." And I don't find anything  
14 in the statute that talks about cooperation with  
15 private organizations. So my question remains.

16 Now, I have handed to my commissioners and  
17 to our administrator a section of the Illinois  
18 Constitution, not the statute, which is referred to  
19 in the first whereas. And there is one sentence in  
20 the Illinois Constitution that is broader than just  
21 intergovernmental cooperation even though the heading  
22 to that section of the Illinois Constitution is

1 entitled Intergovernmental Cooperation. There is  
2 one sentence that I have marked for you that does  
3 relate to contracting and associating with private  
4 associations and corporations. But that's not part  
5 of the statute which is the second whereas so far as  
6 I read it.

7 So I think to be satisfied that we're not  
8 misstating the law in our agreement, I would like the  
9 attorney to quote the language that he feels is  
10 applicable within the statute. Basically that's  
11 what I was trying to ask last time and he just said  
12 to us well, it applies. Well, I don't see that it  
13 applies, and I would like him to tell me where is  
14 his statutory text that he's relying on.

15 Also I don't think that he's quite  
16 correctly referenced the constitutional provision.  
17 I think he's combined two sentences into one, and I  
18 am not sure that's actually an accurate reflection  
19 of what the constitution says. You might ask him  
20 that as well, Dan.

21 MR. CERMAK: Would that be the first whereas?

22 MR. JAROS: Yes. And I have given you the text

1 from the Constitution.

2 MR. CERMAK: The first whereas question is that  
3 he's -- he's combined two sentences.

4 MR. JAROS: Within the Constitution. And, in  
5 fact, you can see in the constitutional text the last  
6 sentence of Section 10A talks about servicing debt  
7 related to intergovernmental activities. And I  
8 believe he may have changed the word intergovernmental  
9 activities to governmental activities --

10 MR. CERMAK: In the first.

11 MR. JAROS: -- inadvertently. I am not sure.  
12 So that's something just to look at.

13 MR. CERMAK: I am trying to get the actual  
14 question.

15 MR. JAROS: I can speak with you --

16 MR. CERMAK: Okay, great.

17 MR. JAROS: -- about the details of that. Then  
18 coming to page 2 in the next to the last whereas which  
19 also relates to the easement, I had asked the question  
20 at the last meeting as to why we were going with  
21 easement instead of a license, and I may have missed  
22 the explanation for that. Did we get an explanation

1 for that?

2 MR. CERMAK: Yes, it was in the original  
3 submittal to you on Friday. Todd's got it in his  
4 packet. I don't have the attorney's responses to  
5 all that, but he's got it.

6 MR. REESE: The reply we received -- Let's see.  
7 Give me a second here.

8 MR. CERMAK: The reason Todd is taking just a  
9 bit of time just to let you know, the response from  
10 the attorney was listed one through sixteen and you  
11 have to reference back to the agreement to actually  
12 tie both together.

13 MR. REESE: The question was regarding license,  
14 Commissioner?

15 MR. CERMAK: License versus lease.

16 PRESIDENT GELWICKS: Easement.

17 MR. CERMAK: Easement.

18 PRESIDENT GELWICKS: Versus a license.

19 MR. REESE: Staff, anybody else?

20 MR. CERMAK: Todd, give it to me. I might recall  
21 because I did refer him back.

22 MR. REESE: I apologize. We have got about

1 sixteen items here.  
 2 PRESIDENT GELWICKS: I don't believe that item  
 is in there.  
 4 MR. JAROS: As I was explaining at the last  
 5 meeting, when you grant an easement you actually grant  
 6 an interest in the land; whereas when you grant a  
 7 license it's in the nature of a contractual right  
 8 but not an actual interest in the real estate. And  
 9 my question last time was why are we being asked to  
 10 grant an actual interest in the land, which is an  
 11 easement, instead of using a license. And I am not  
 12 saying it's wrong. I am just saying I would like --  
 13 I wanted to know last time our attorney's thinking  
 14 on that.  
 15 MR. REESE: Yes. I don't think these are the  
 16 two that related, items eight and nine. Commissioner,  
 17 do you have in our packet not our cover memo but  
 18 three pages back? It's a reply of February 12th  
 19 addressed to me, a copy to Dan. And it's got items  
 20 one through fifteen.  
 21 MR. JAROS: Right.  
 22 MR. REESE: And other than -- If it's not related

1 have any ownership until as I read it the last  
 2 exhibit is completed. And that seems to have remained.  
 3 So I guess we would like to understand the thinking  
 4 behind that and whether that meets with the staff's  
 5 approval.  
 6 In addition, on point two you will note  
 7 he's talking about the grant of the easement, and it  
 8 says for the area designated in the grant. So if we  
 9 look at the easement document the easement area is  
 10 the rectangle. And certainly there needs to be some  
 11 arrangement to allow the moving of the structure to  
 12 its resting place that we approved within the park.  
 13 But once it's moved I don't see why the easement --  
 14 most of the easement needs to remain in place. Once  
 15 the physical move of the structure has taken place,  
 16 why does the whole easement area continue until the  
 17 last exhibit is completed? That -- I don't  
 18 understand that.  
 19 MR. CERMAK: Todd, any response on that? I know  
 20 what you are saying, Art. Once the move is over, why  
 21 doesn't the rest go back to park and why does it have  
 22 to remain in the easement?

1 to items eight and nine, I guess that was the  
 2 conveyance and the ownership which were not --  
 3 MR. JAROS: Yes.  
 4 MR. CERMAK: I thought we had covered it.  
 5 Perhaps we missed it, Art. I thought that we had  
 6 addressed that.  
 7 MR. JAROS: I didn't see it. That's why I am  
 8 asking.  
 9 MR. CERMAK: Without your original memo, Todd,  
 10 that we sent to Dirk --  
 11 MR. REESE: We did. And I think Dan and I -- I  
 12 am quite certain we received a reply. I think we  
 13 missed it in ours, but I think we were satisfied  
 14 with the reply. We can get that to you.  
 15 MR. JAROS: Then the next one, Mr. President, I  
 16 had is on page 3 of the agreement, point two which is  
 17 grant of easement. And we had noted at our last  
 18 meeting that exhibits are included in the definition  
 19 of relocation and preservation improvements. And I  
 see that that still remains, and it may very well  
 21 remain for a good reason. But I was concerned that  
 22 the way point four on page 4 reads is that we don't

1 MR. JAROS: Correct.  
 2 MR. REESE: I think we looked at a couple of  
 3 options. One would be to have a smaller grant of  
 4 easement area and then grant them, I guess, either  
 5 license or allow them conditional access to make the  
 6 move and/or do utilities in the future. They're  
 7 going to have restoration work to do after they move  
 8 the building. The weather may not be conducive. That  
 9 work may not be completed until May or June. We have  
 10 given instructions that after the move they should  
 11 restore the area to its prior condition. And the  
 12 fenced-in area or the construction area will be  
 13 fenced in and they will be limited to that area. They  
 14 will be confined to actually a very small area that  
 15 includes the area surrounding the house and parking  
 16 lot. So everything else will be out of bounds so to  
 17 speak.  
 18 MR. CERMAK: I don't know that the agreement  
 19 reflects that. I think that's the --  
 20 MR. JAROS: That's my concern.  
 21 MR. CERMAK: -- that's what the commissioner  
 22 was referring to.

1 MR. REESE: The agreement doesn't, but the  
2 drawings and specifications do.

3 MR. JAROS: But once you grant an easement it's  
4 an interest in the real estate. And I don't see that  
5 the easement which basically gives away certain rights  
6 in our own real estate should continue longer than  
7 really necessary. So I am troubled by that.

8 MR. CERMAK: We can handle that. We can make  
9 it after the house is moved and the land is restored  
10 to an acceptable condition. Maybe three, four, five  
11 months.

12 MR. JAROS: Yes.

13 MR. CERMAK: And then not be tied up for three  
14 or four years which is, I believe, your point.

15 MR. JAROS: That's my concern.

16 Also we received a communication from an  
17 interested resident inquiring about the necessity of  
18 stormwater detention since we are now going to be  
19 making some of our grass area impermeable. And have  
20 we addressed that?

21 MR. REESE: We have received a reply from the  
22 village. As I stated to Commissioner Mahoney before

1 the meeting, the DGHPC will be required to secure  
2 all permits. That's one of their responsibilities.  
3 So if the village does require a stormwater permit,  
4 then they will have to secure one. We're under the  
5 impression that one will not be required because of  
6 the size of the structure and that it may be considered  
7 an accessory structure. So that said, it's the  
8 responsibility of the other parties to secure the  
9 permits.

10 MR. JAROS: If stormwater detention is required,  
11 is the Heritage Preservation Corporation allowed to  
12 put stormwater detention on the easement area?

13 MR. CERMAK: We have actually been told it will  
14 not be required. And that's actually not been  
15 addressed to my knowledge. Is that fair, Todd?

16 MR. REESE: Right. We have been told it won't be  
17 required. But until they receive all their permits,  
18 you know, we can't respond officially.

19 MR. JAROS: I think I would be more comfortable  
20 that it spells it out that we are not granting any  
21 permission for any stormwater detention except by  
22 additional action of the board so that there is no

1 question that that's not part of the approval. Because  
2 we haven't contemplated turning any of the museum  
3 campus into stormwater detention.

4 MR. REESE: Correct.

5 MR. JAROS: That would be quite a surprise if  
6 all of a sudden on the easement appears a stormwater  
7 detention pond.

8 MR. REESE: Correct.

9 MR. CERMAK: We would not allow that to happen  
10 without consulting with you as a secondary back-up  
11 to what you are asking to be legally communicated.

12 MR. JAROS: Okay. How about the exhibits  
13 question? That's found in both point two and point  
14 four. As I read it it still remains as last time,  
15 until the last exhibit is completed we don't have  
16 ownership of the house. That seems to, I think, if  
17 I am reading it right remain unchanged.

18 MR. REESE: I believe by mutual consent we can  
19 accept ownership.

20 MR. CERMAK: I think the attorney said by mutual  
21 consent that date can be changed. Todd, do you have  
22 the information?

1 MR. JAROS: Well, I agree with that statement  
2 by mutual consent you can amend anything. But the  
3 question is if this board wants ownership sooner,  
4 we're not in the position to get it sooner. Are we  
5 satisfied to wait until the last exhibit is completed  
6 to receive ownership of anything including terminating  
7 the easement? Why should that be dependent on the  
8 completion of the very last exhibit which might be  
9 who knows when?

10 MS. MAHONEY: But they're saying that the date  
11 is December 31st of 2011. That's the time stated.

12 MR. JAROS: Yes, it says DGHPC shall achieve  
13 completion of the following phases by the following  
14 dates. And, Commissioner Mahoney, you're pointing  
15 at phase three, that the exhibits are supposed to be  
16 done by December 31 of 2011. The difficulty I have  
17 is that in lawyer language there is no time is of  
18 the essence clause. And when you don't have a time  
19 is of the essence clause then that date could be  
20 construed to be a flexible one. And let's say some  
21 of the exhibits were done. In fact, let's say most  
22 of the exhibits were done but not the last one. And

1 now we go in and say there's a breach because the last  
 2 exhibit wasn't completed by December 31, 2011. The  
 3 court could say it's a breach, but it's not a big  
 4 enough one and you are not entitled to your remedies  
 5 under the contract and you're not entitled to get  
 6 your bill of sale now because yes, it's a breach but  
 7 it's only a minor breach. So now we're waiting --  
 8 we could be waiting beyond December 31, 2011 who  
 9 knows how long for the last exhibit to be completed,  
 10 who knows how long before we get ownership of anything.  
 11 That's my concern from a legal standpoint.

12 PRESIDENT GELWICKS: Do you have a suggestion  
 13 on the wording?

14 MR. JAROS: Well, we could add a time is of the  
 15 essence clause. That's rather draconian. I am not  
 16 sure -- I don't know whether time would really be  
 17 of the essence. I mean you could add it and the  
 18 parties can agree that it is. But my thought last  
 19 time was that well, maybe the ownership of the Blodgett  
 20 House should transfer after phase one or two without  
 21 waiting for phase three. Why is it necessary to  
 22 complete all the exhibits before the ownership of

1 the structure changes?

2 PRESIDENT GELWICKS: As I recall, a response to  
 3 that at the last meeting had to do with the Heritage  
 4 Preservation group using third parties to do the work.  
 5 And this was a concern once we took ownership that  
 6 there may be some difficulties with using third  
 7 parties. That's what I recall as being a response  
 8 to that.

9 MR. REESE: Right. I think the way they conduct  
 10 business and work is a little bit different than us.  
 11 They can use donated labor, they don't have to comply  
 12 with prevailing wage. Also if they're doing -- If  
 13 they're having work done in a property we own, then  
 14 there are liability issues. And I think lastly, and  
 15 I wouldn't want to speak for Mr. Goodman, but I  
 16 think he also implied what would keep us -- if we  
 17 didn't own the building, what would keep our interest  
 18 in completing exhibits? And I think that was one of  
 19 the other points. If they don't own it, why would  
 20 they --

21 MR. CERMAK: And that would be one of our concerns  
 22 also. If they don't own it they can walk away.

1 MS. MAHONEY: Yes.

2 MR. CERMAK: Right.

3 PRESIDENT GELWICKS: Well, I did think at the  
 4 last discussion though that the concept of the ability  
 5 for us to take ownership earlier for whatever reason  
 6 was something that was reasonable and potentially  
 7 worthwhile to have in this document because of  
 8 unknowns; just because we don't know. This is a  
 9 long time period, and people change and times are  
 10 going to change. And the flexibility of being able  
 11 to take it over for whatever reason seemed to be a  
 12 logical and reasonable request.

13 MR. CERMAK: We don't disagree with it. We  
 14 think the vehicle is there to do that. It takes  
 15 mutual agreement --

16 PRESIDENT GELWICKS: Right.

17 MR. CERMAK: -- to do it which maybe is not --  
 18 maybe doesn't have as much backbone as some of the  
 19 commissioners would like to see.

20 MR. JAROS: So I leave that point for discussion  
 21 by my fellow commissioners.

22 The way I read point four is that we're

1 actually now -- the way this seems to be written is  
 2 we're actually never going to get ownership of the  
 3 exhibits.

4 MR. CERMAK: Would that be item four?

5 MR. JAROS: Point four on page 4 and 5.

6 MR. CERMAK: Point four.

7 MR. JAROS: It's titled Ownership and Use. And  
 8 it's been edited, which is no problem, but now I am  
 9 concerned that the exhibits are never going to be  
 10 transferred to our ownership. Because you see it says  
 11 that there is a -- what's going to be transferred by  
 12 bill of sale is clear title to the Blodgett House.  
 13 But it doesn't say that the exhibits, which are  
 14 personal property presumably, are going to transfer  
 15 or are going to be listed or included in the bill of  
 16 sale. So we could end up owning the house but not  
 17 the exhibits as I read this. I am not -- I don't  
 18 think that was intended, but I think that's what the  
 19 words may actually say.

20 MS. MAHONEY: On the next page, Art, at the  
 21 beginning it says upon completion of the relocation  
 22 and preservation improvements, the DGHPC shall

1 transfer and dedicate by bill of sale without  
 2 additional compensation.  
 3 MR. JAROS: That's what I am reading, Commissioner  
 4 Mahoney. By bill of sale what's going to be  
 5 transferred? Clear title to the Blodgett House. It  
 6 doesn't say clear title to the Blodgett House and  
 7 the exhibits. Because the exhibits are not part of  
 8 a house; they're personal property.

9 PRESIDENT GELWICKS: The exhibits have been  
 10 defined as relocation and preservation improvements.

11 MR. JAROS: Right.

12 PRESIDENT GELWICKS: And the house definition  
 13 does not include that is I think the point.

14 MR. JAROS: Yes. So that's a concern I have.  
 15 I mean isn't it our understanding that we're to get  
 16 ownership of the exhibits?

17 MR. CERMAK: Yes. Yes, it is.

18 MR. JAROS: Then I have a series of related  
 19 questions. There are various obligations on the part  
 20 of DGHPC to reimburse us. We see -- Let me point out  
 21 where these are. Page 4 right above point four. It  
 22 says DGHPC shall reimburse the park district for the

1 cost of certain corrective action. And then on page  
 2 5, point 5A says DGHPC agrees to protect, indemnify,  
 3 hold and save harmless and defend the park district  
 4 against claims, etc. That's the second one. Page 6  
 5 right above point C it says if an insurance policy  
 6 is written on a claims made basis, then DGHPC shall  
 7 purchase additional insurance. That's another monetary  
 8 obligation, the third one. Let's see. So my question  
 9 is this: My understanding is that the financial  
 10 resources of DGHPC are limited. And what assurance  
 11 do we have that any of these duties to reimburse us  
 12 can actually be fulfilled if those conditions arise?

13 The next question I have --

14 MS. MAHONEY: Could I make a comment there?  
 15 Wouldn't those be part of the letter of credit when  
 16 they borrow that money and we'd see it on a proforma  
 17 similar to what we got? They could always -- They  
 18 can borrow that money.

19 MR. JAROS: I think that relates to --

20 MS. MAHONEY: They have the borrowing capability.

21 MR. JAROS: That relates to how much of the  
 22 letter of credit amount is available for those

1 purposes. And as I read the amount of the letter of  
 2 credit on page 6, it's spelled out how much the  
 3 letter of credit has to be for. It's basically as I  
 4 read it -- and maybe I have read it wrong -- for the  
 5 cost of each phase of work.

6 Now, there is a minimum of \$25,000. So maybe  
 7 that's where we would be protected. But initially  
 8 there would be, as I read it, no surplus. Initially  
 9 the amount of the letter could be more than that,  
 10 but it would be all there for the cost of the phases  
 11 of the work. So I am not clear on whether there's  
 12 anything available at least initially in the letter  
 13 of credit amounts. Maybe that could be investigated.

14 On page 6, point C in the bold face first  
 15 it speaks in terms of maintaining a letter of credit  
 16 during each phase of the work, meaning the three  
 17 phases that we have talked about earlier. And then  
 18 down toward the bottom of page 6 there's a sentence  
 19 that says the initial face value of each such letter  
 20 of credit for a particular phase of work shall be  
 21 the full amount of the anticipated value of that  
 22 phase of work less certain amounts. What I am not

1 clear on here is it sounds like there are going to  
 2 be three letters of credit because it says the initial  
 3 face value of each such letter, but up above it talks  
 4 about a letter of credit. So I am not clear if  
 5 there's going to be one letter or three letters. If  
 6 there's going to be three letters are there three  
 7 letters of credit at day one, or is there only one  
 8 letter of credit for phase one at day one and then  
 9 when phase one is done do we get a second letter of  
 10 credit for phase two, or are all three phases letters  
 11 of credit there on day one? I am not clear on how  
 12 that's supposed to work.

13 Also at the bottom of page 6 it talks about  
 14 the amount of the letter being based on the anticipated  
 15 value of the phase of the work minus the value of  
 16 funds on hand and minus the value of all completed  
 17 components. I really think that what is meant is  
 18 the cost, the cost of construction. The value might  
 19 be something totally different. I don't think we're  
 20 interested in doing an appraisal of the value. I  
 21 think what we're interested in is having the cost  
 22 covered. So I think that the word value needs to be

1 changed to the word cost.

2 PRESIDENT GELWICKS: One clarification there.  
As I recall earlier discussion on this, the fact that  
4 they're getting donated time has a value associated  
5 with it with zero cost. And so if it had to go to a  
6 third party to do it there is a cost that we would  
7 want, but if you were costing it at zero we wouldn't  
8 have that value. So to me value makes sense in this  
9 context. That's how I understood it.

10 MR. JAROS: I understand that, Mr. President.  
11 That's an excellent point. How I think that needs  
12 to be handled is that point three at the top of  
13 page 7 where it talks about the value of any in kind  
14 or donated components, it should instead read the  
15 amount included in the anticipated cost total of any  
16 in kind or donated components. So the gross amount  
17 is the full amount of the anticipated cost. And now  
18 if some of those items are provided in kind or donated,  
19 then the subtraction is the amount that was included  
20 in the total cost figure. Because that's what went  
21 into the total and now that comes out of the total.  
22 So I think that's how you zero those kind of items

1 out. That would be my suggestion.

2 PRESIDENT GELWICKS: Can I just go back to your  
3 letter of credit?

4 MR. JAROS: Sure.

5 PRESIDENT GELWICKS: The very first sentence that  
6 you refer to for maintaining the letter of credit,  
7 the end of that sentence also says during each phase  
8 of the work set above. So I read it to be a letter  
9 of credit during each phase, and I think that means  
10 three letters as it's written.

11 MR. JAROS: Serially.

12 PRESIDENT GELWICKS: Correct.

13 MR. JAROS: So one at a time.

14 PRESIDENT GELWICKS: That's the way I read it.

15 Now whether that's what the intent is, that's how it  
16 reads.

17 MR. REESE: I am certain that was the intent.  
18 And I think the example we included in your packet  
19 was a proforma that, I think, supports that.

20 MR. JAROS: Okay. So that as phase one finished  
21 that letter would be released to the extent it wasn't  
22 drawn on. And then they would -- Before they started

1 phase two they would have to post a new one for  
2 phase two.

3 MR. REESE: That's correct.

4 MR. JAROS: Well, that seems to make sense.  
5 You all right?

6 PRESIDENT GELWICKS: That seems to be the way  
7 this is written.

8 MR. JAROS: Okay.

9 PRESIDENT GELWICKS: Okay.

10 MR. JAROS: All right. So that question of  
11 mine is resolved. Thank you.

12 There is a typo in E, 5E. Minor. It can  
13 be taken care of.

14 On seven -- point seven on the bottom of  
15 page 7 there is a reference -- there is a clause  
16 that says except as may be set forth above. I was  
17 trying to figure out what that referred to. If it  
18 doesn't refer to anything I think it should be deleted.  
19 If it refers to some exception, I think we should know  
20 what that is. It's on the second line of point seven.  
21 See, it says except as may be set forth above. I  
22 wasn't able to spot what that was referring to.

1 MR. REESE: I have made a note.

2 MR. JAROS: Then on page 8 it says that -- this  
3 says if there has been a breach of the plans and specs.  
4 That's actually the bottom of page 7. And then onto  
5 the top of page 8 or if you believe that DGHPC has  
6 abandoned the improvements, then we may go to court  
7 and seek an order terminating the agreement and other  
8 remedies. Here's my concern about that: Abandonment  
9 means that DGHPC would have had to have indicated  
10 something objectively that they're no longer  
11 interested in the project. I am concerned about the  
12 case where they're still interested, they haven't  
13 abandoned it and they haven't breached the plans;  
14 whatever they have done conforms to the plans but  
15 they have just run out of money to complete the  
16 project. If they run out of money and can't move on  
17 to get the exhibits done, let's say, that wouldn't  
18 be a breach of the plans and the specifications as I  
19 read it and it wouldn't be an abandonment. But it  
20 wouldn't give us, as I am reading this, necessarily  
21 the right to act.

22 Now, there is another sentence that follows

1 that says alternatively in the event of a breach --  
2 which could be the dates as we talked about earlier --  
3 we could seek an order. But again that might require  
4 proving it's a material breach, and that sometimes  
5 is rather nebulous.

6 And the final comment I have is the last  
7 sentence says that in the event of a threat of imminent  
8 harm to persons or property, either party may seek  
9 such remedies at law or equity as may be available  
10 to it. I guess I am a little troubled by how that's  
11 constructed because that could almost give rise to a  
12 negative implication which is that if there isn't  
13 the threat of imminent harm, then maybe we're not  
14 allowed to seek our remedies at law or equity. I am  
15 not sure if that doesn't improperly restrict us by  
16 giving rise to a negative implication. Just a question  
17 that I raise for consideration by our counsel.

18 And then on page 10 the DGHPC has to have  
19 its contact information filled in. It's still blank.  
20 The bottom of page 10.

21 MR. CERMAK: That one's an easy one. We can do  
22 that one.

1 MR. JAROS: Okay.

2 PRESIDENT GELWICKS: Any other commissioner have  
3 comments? Where are we in terms of the progress and  
4 the lack of this document being finalized? How does  
5 it impede progress?

6 MR. REESE: Well, I believe DGHPC already owns  
7 the building, and I think they start to pay a  
8 penalty for remaining -- if the structure remains on  
9 the 812 Randall Street site after the 15th of March.

10 And it's a fairly significant penalty. Other than  
11 that everything else is pretty well in order. The  
12 permit is expected to be released this week or next.

13 And we have reviewed drawings. We're waiting for a  
14 rereview. And things are pretty well in order.

15 PRESIDENT GELWICKS: So what's the next step  
16 with or without this document?

17 MR. REESE: Tree relocation we have already met.  
18 We're ready to do that as soon as the weather  
19 cooperates. And maybe Gordon can better --

20 MR. CERMAK: I think from our standpoint we have  
21 bought the rights to the tree location but nothing  
22 in addition to that until this agreement is signed.

1 The penalty, I believe, for Gordon and Charley's  
2 group, I believe it's \$850 a month until they get  
3 the house moved that they need to pay Mr. Salman.

4 MR. JAROS: Is everything in place other than  
5 the signing of this paperwork?

6 MR. REESE: The permit has to be released by  
7 the village. But we expect that this week or next.  
8 Early next week.

9 MR. CERMAK: And we have not signed off on plans  
10 and specifications. We have reviewed the plans only,  
11 not the specifications. Prior to proceeding --  
12 Todd and I talked about this today or yesterday. We  
13 want to review the full set of everything prior to  
14 proceeding. So when they get that to us and we can  
15 look at it, make our suggestions and comments or  
16 changes and those are made, then we sign off as having  
17 reviewed the plans and we have no further comments.  
18 We won't actually approve the plans; we just have no  
19 further comments on the plans.

20 MR. JAROS: Dan, are you saying that staff doesn't  
21 yet have the full set of plans and specifications?

22 MR. CERMAK: We don't have the final revision.

1 We have done markups. Those have been forwarded to  
2 I believe --

3 MR. REESE: The architect and DGHPC.

4 MR. CERMAK: -- the architect. We have not  
5 received the revised plans back and we have not  
6 received the specifications and/or cut sheets that  
7 would accompany a set of specs. Cut sheets would be  
8 what certain types of windows. They will provide us  
9 a specification sheet on the window. Todd, any  
10 additions to that?

11 MR. REESE: No.

12 MR. CERMAK: I don't mean to jump in here.

13 PRESIDENT GELWICKS: Now, let me make sure we're  
14 clear on a couple other things here. The trees are  
15 one you have to move. But also don't you need to  
16 move the foundation? Or what's the status of that?

17 MR. REESE: We do have a revised schedule. Again  
18 I don't have it in my packet, but it does show that  
19 the foundation would be poured in the next couple  
20 weeks and the building would be moved. But I would  
21 venture to guess they're not going to put a shovel  
22 in the ground on a foundation unless we have a signed

1 agreement or the board gives them a nod. So everything  
2 is kind of tied together.

PRESIDENT GELWICKS: That was my whole point,  
4 okay, is that without the agreement at this point  
5 you are not going to go forward with the foundation,  
6 which I think is if you had the permits the trees  
7 are one thing, but the next step would be to get the  
8 foundation poured so that you could move it, right?

9 MR. REESE: That's correct.

10 MR. CERMAK: We won't proceed without an  
11 agreement on staff's part unless you authorize it.

12 PRESIDENT GELWICKS: I understand that. That  
13 was my question.

14 MR. JAROS: Mr. President, our next meeting date  
15 is early March.

16 PRESIDENT GELWICKS: March 6th.

17 MR. CERMAK: March 6th, Art.

18 MR. JAROS: I guess I would like to suggest that  
19 if we can have this looked at, staff and our outside  
20 counsel, and then to perhaps have two of the  
21 commissioners meet with you to review with staff any  
22 additional changes and the answers to the questions

1 we have raised tonight -- I think two of us are now  
2 allowed to meet with staff so it's sort of a  
3 committee of the board -- to make sure that when  
4 this comes for the next meeting it can be approved  
5 so that the March 15th date can be observed at least  
6 as far as it's within the control of our board.  
7 That would be my suggestion.

8 PRESIDENT GELWICKS: I guess we could call a  
9 special meeting too to approve the document also.

10 MR. JAROS: We could do that too.

11 PRESIDENT GELWICKS: There was a necessity for  
12 that. I mean I think clearly the way -- Depending  
13 on how the other commissioners feel, there are a  
14 number of items here that Commissioner Jaros has  
15 brought up that would suggest that we're not ready  
16 to sign it tonight. The majority of the board may  
17 think otherwise. I will defer to that. But if  
18 that's not the case, if we are not approving it  
19 tonight, with the urgency I would maybe suggest we  
20 even do something in a way that facilitates doing it  
21 prior to March 6th if that helps.

22 MS. MAHONEY: I like that idea. Because at the

1 last meeting we were asked to make our comments before  
2 tonight so that they could be addressed so that we  
3 could approve this tonight. And now -- And I am not  
4 saying your comments aren't worthy of being taken care  
5 of and, you know, they raise some good things to  
6 question, but once again now we're delaying it again.  
7 And it was -- I thought it was our intention not to  
8 delay this unduly. And so I don't want to be perceived  
9 as doing that.

10 MR. JAROS: Right.

11 MS. MAHONEY: And notwithstanding what your  
12 comments are, I don't think we should have this occur,  
13 you know. Things come up again and it'll be  
14 March 6th and then we're in a time crunch again.

15 MR. JAROS: Sure.

16 MS. MAHONEY: And that could -- You know, then  
17 something else could be noticed or whatever. I  
18 think if we can get this document in its finalized  
19 state, I think we should not wait for a specific  
20 meeting.

21 MR. JAROS: That's why I was suggesting that  
22 perhaps one or two of us could meet with staff before

1 the next meeting and specifically go over the changed  
2 items to make sure that they're responsive. And,  
3 Commissioner Mahoney, you know, the version we were  
4 presented tonight came to us on February 19th, I  
5 believe in the afternoon. Today's the 21st. And  
6 we're being asked to turn this around almost on a  
7 dime, which is okay, but it's not always possible  
8 for me to turn things around on a dime.

9 MS. MAHONEY: However, the items that we went  
10 through tonight are exactly what was in the memo  
11 dated February 13th. And I am not being critical.  
12 I am just saying there's a lot here and we need to  
13 be careful. And I am glad we are, but I don't want  
14 it to keep on going.

15 MR. JAROS: That's why I suggested that one or  
16 two of us before the next meeting meet with staff to  
17 make sure everything is reflected.

18 PRESIDENT GELWICKS: I am happy to participate  
19 in that.

20 MR. CERMAK: You know, if we can turn it around  
21 and get it out to you in six days. We also have a  
22 logistical problems on our end that we don't control.

1 You know, you realize the turnaround on board packets  
2 is six days.

3 MR. JAROS: Yeah.

4 MR. CERMAK: It'll be difficult. So we'll do  
5 the best we can as we always do. But I am just saying  
6 there are some logistical problems that we could run  
7 into here that we have no control over.

8 PRESIDENT GELWICKS: Kathy, do you have any  
9 comments?

10 MS. ENGEL-ACCETTURA: I am understanding both  
11 sides of the story here. But I do think that the  
12 points that Art made are good and they deserve  
13 consideration. So I think that we should consider  
14 them in as much an expedited format as we can.

15 MR. SMITH: That's the difference between an  
16 attorney reading a document and an accountant  
17 reading a document.

18 PRESIDENT GELWICKS: You like the spreadsheet,  
19 huh?

20 MR. SMITH: There's no numbers. I don't  
21 understand this.

22 MR. JAROS: I saw one page of numbers.

1 MR. SMITH: I understood that clearly. I think  
2 the document needs to be correct. I understand our  
3 process is long and drawn out. And that makes me  
4 think the Heritage Preservation people, it's not their  
5 fault if they get penalized for not being able to  
6 move on time. That should be another discussion.  
7 If they have to pay \$800 a month we should be party  
8 to that payment. That's just my opinion. The  
9 document needs to be correct. And it shouldn't be  
10 rushed because then things will be missed and we  
11 will be having the same discussion. We need to be  
12 aware of the deadline. And if we can't get it done  
13 by then we need to consider some other avenue of  
14 supporting the fee or -- I don't think the deadline  
15 should scare us from any document being right so there  
16 is no problem in the future. And I support if two  
17 board members want to meet with staff to go over the  
18 document. I just don't volunteer to be one.

19 PRESIDENT GELWICKS: I don't relish it either,  
20 but if it facilitates it I will do it. Anybody else?  
21 Anything else on this?

22 MR. JAROS: Actually I sort of relish that.

1 PRESIDENT GELWICKS: Thank you. Gordon, I will  
2 give you an opportunity if you would like to address  
3 any comments from your point of view on this.

4 MR. GOODMAN: Thank you, Mr. President. I am  
5 Gordon Goodman. I live at 58934 Middaugh, and I am  
6 the secretary of the Heritage Preservation Corporation.

7 I guess I agree with the consensus of the  
8 board that the document has to be correct. And I am  
9 very disappointed that there's so much that still  
10 apparently needs to be done to make it a correct  
11 document. But that's a matter that you're going to  
12 deal with and I hope on as expedited a basis as  
13 possible.

14 I did want to give some background that just  
15 today we received the comments from the village staff  
16 in their review of those documents that we have shared  
17 with your staff and which your staff is comfortable  
18 with, the first submittal of permit review documents.  
19 When I met with Director Reese earlier in the week  
20 he said well, we're at the point where we can write  
21 a letter saying that we reviewed these and we have  
22 no problem with them if the changes that we have

1 identified in our markup of these are made. Well,  
2 but he said we don't know what the village is going  
3 to require; so until we see what your architect does  
4 putting together our markup and the village's markup  
5 and review that document, we are not ready to give  
6 you our final approval. But the review process is  
7 going very smoothly. And we have every confidence  
8 that the combining of these markups from the village  
9 staff and the markup from the village -- I mean the  
10 park district staff are going to be satisfactorily  
11 resolved and we will get our permit from the village.

12 There has been pointed out in our agreement  
13 with Mr. Salman the \$850 fee which will be paid if the  
14 house is still on his property after the 15th of March.  
15 There will be another \$850 fee if the house is still  
16 on his property after the 31st of March. So we're  
17 hoping to avoid those. But even more important I  
18 think the basic timeframe for this move was chosen  
19 so that the ground of the park district property would  
20 be frozen and whatever disruption or damage might be  
21 done by moving the house across the back part of the  
22 museum campus would be minimized. And so the longer

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1 we wait and the longer it gets to be, the weather is  
2 likely not to be as cooperative as it is right now.  
3 So I am really hoping that you can move ahead with  
4 this.

5           Todd did refer to the revised project  
6 timeline that we provided the staff. And a great deal  
7 seemed to depend on this meeting being the one at which  
8 you could approve the agreement and, therefore, things  
9 such as the beginning of the construction of the  
10 foundation could go ahead. If you are able to have  
11 a special meeting and meet before the 6th of March,  
12 that still gives us some leeway. But I think it's  
13 quite important if you can to have a meeting in  
14 resolution of this before the 6th of March.

15           PRESIDENT GELWICKS: Okay.

16           MR. GOODMAN: The last point I wanted to make  
17 is that Director Reese had said in connection with  
18 certain agreements the staff has recommended that  
19 the commissioners approve an agreement with whatever  
20 small changes are needed with the understanding that  
21 after those changes have been made the administrator  
22 would be authorized to sign. It sounds to me as though

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1 the changes and considerations that are before the  
2 board right now are much more than small changes.  
3 They're policy issues. So it didn't seem that that  
4 would be at all appropriate tonight. But in the case  
5 that you have a special meeting and there might be  
6 some last minute i's to dot or t's to cross, you might  
7 consider that as a possibility for not having to have  
8 another special meeting.

9           So those were the only comments I wanted  
10 to make at this time other than we have been very  
11 successful in fundraising over the last two weekends.  
12 So we have received another \$10,000 that came from  
13 McDonald's by way of the historical society and the  
14 Blodgett Legacy Partnership and a \$5,000 donation  
15 from the Johnson family. These will trigger the  
16 \$30,000 matching fund from Sara Lee. So we have been  
17 making good progress on that front as well.

18           And we just hope that we're able to get the  
19 agreement to be the one that you really want. And I  
20 think the staff is already very familiar with what  
21 we need in order to be able to move ahead. And I am  
22 sure they will be able to bring that to the table as

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1 you discuss revisions of the agreement. Thank you.

2           PRESIDENT GELWICKS: Thank you. Okay. Next  
3 topic?

4           MR. CERMAK: We will go into staff reports.  
5 Facilities.

6           MS. SHANNON: Good evening. Beginning with the  
7 golf course, staff is nearing completion on the golf  
8 course 2007 season report and the fiscal year '08-'09  
9 golf course budget which we'll bring to the board on  
10 March 6th. Staff continues to prepare the clubhouse  
11 in order to open for the 2008 golf season which is  
12 Saturday, March 15th weather permitting. Part of  
13 those preparations is the installation of the  
14 GolfTrac management software system.

15           Moving on to the museum, the Downers Grove  
16 Artists' Guild exhibit, Spring Forward, had its  
17 opening on March 28th with approximately thirty-five  
18 people in attendance, which was a good outcome due  
19 to the weather that we had that night. The exhibit  
20 is open to the public through March 28th.

21           Moving on to natural areas we had about  
22 thirty photos submitted for the Natural Areas Annual

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1 Photo Contest, and the photo reception was held on  
2 February 7th with approximately thirty people  
3 attending that exhibit. The photos are on display  
4 until March 30th at the Interpretive Center.

5           Our manager of natural resources and  
6 interpretive services has submitted a proposal to  
7 Pierce Downers Heritage Alliance seeking funding for  
8 the 2008 Little Sprouts program. School District 58  
9 is also seeking partial funding for that program.

10           That's the 1st grade program.

11           Also in regards to natural areas the Forest  
12 Preserve Commission approved the Lyman Woods stream-  
13 bank stabilization Project Site Area III intergovern-  
14 mental agreement for funding at their February 19th  
15 commission meeting.

16           And on to volunteer management, during the  
17 month of January district-wide volunteers contributed  
18 just under two hundred hours of service, the value  
19 of that just over \$2200. That's all I have to report  
20 tonight. I will answer any questions you have.

21           PRESIDENT GELWICKS: Anyone? Thank you.

22           MS. SHANNON: Thank you.

1 MR. CERMAK: Next up is Parks.  
 2 MR. REESE: Good evening, Commissioners, Dan.  
 3 We will keep our report brief.  
 4 Lyman Woods Project Site Area III, Phases  
 5 I and II. Phase I is just about complete. The  
 6 clearing is just about done, and all they have to do  
 7 is complete the burning of the brush piles. And we're  
 8 waiting for an Illinois EPA permit to do that.  
 9 Phase II work is scheduled to begin next week. And  
 10 last week we received both the Army Corps of  
 11 Engineers' permit and also our county and village  
 12 permits. So that's all good news.  
 13 Walnut Avenue property. Staff is working  
 14 with our environmental consultants to develop RFPs  
 15 for asbestos abatement. And we'll also work on RFP  
 16 documents for demolition and site clearing. All  
 17 that work we expect to occur in March and April.  
 18 Village stormwater improvements. You have  
 19 seen our report, that we have been working with the  
 20 village staff to refine some of their concepts or  
 21 schematics, some of the costs. Dan's been working  
 22 on the IGA. In fact, we met on February 14th with

1 village staff to future those discussions on the  
 2 staff level.  
 3 Patriots Park canoe launch. Field work  
 4 and surveying are complete. They should have the  
 5 cost estimates to us any day now. We're looking  
 6 towards a May 15th completion date.  
 7 Gilbert Park annexation. That's just a  
 8 housekeeping item related to the application for  
 9 communication improvements at Gilbert Park.  
 10 Burlington and Walnut. I believe your  
 11 packet has three different concepts that staff  
 12 developed in house relating to some potential uses  
 13 of that property.  
 14 Infrastructure report. Staff has finally  
 15 gotten going in earnest to update the district's  
 16 infrastructure report and database, and it's a pretty  
 17 significant project. I know it's a high priority of  
 18 Dan's. So we're working hard to knock it out in the  
 19 next, I hope, thirty days or so.  
 20 Staff has worked on some concepts for golf  
 21 course signs along the Ogden Avenue frontage.  
 22 And on the park maintenance side we have

1 had a lot of snow removal operations over the last  
 2 thirty days that's kept us very, very busy. And we  
 3 have actually found some time to get back on the ice  
 4 ponds. So we're going to make one last effort here  
 5 to get some ice. We see some signs that people are  
 6 skating even though they're not officially open.  
 7 There's daily inspections of sled hills,  
 8 some interior painting at the Rec Center, seasonal  
 9 picnic table repair and some repairs to some of our  
 10 equipment getting ready for the spring.  
 11 Also the last item we have to report this  
 12 evening, I did distribute an e-mail that we received  
 13 after your board packet went out relating to the  
 14 MidAmerica Bank property, the tax assessment allocation.  
 15 So if you have any questions regarding that or any  
 16 of our other items I would be happy to answer those  
 17 for you.  
 18 MR. JAROS: Todd, on the MidAmerica parcel, thank  
 19 you for investigating that. I think my question  
 20 relates to the market value of the land, the entire  
 21 parcel. As I look at the plat it looks like about  
 22 80% of the land is in our park district and about

1 20% of the land is in the Lisle Park District. And  
 2 the entire mega parking structure is on our side and  
 3 the office building is 50/50. It straddles the two  
 4 districts. So we have the lion's share of the land,  
 5 we have all the parking structure and we have half  
 6 the building. And I am wondering how the township  
 7 assessor assesses those components. I assume -- maybe  
 8 wrongly -- that the assessor puts a value on the land  
 9 and a value on the building, the office building,  
 10 and a value on the parking structure. And if we  
 11 could know what those values are, if they exist,  
 12 then we could figure out whether the proportion of  
 13 the tax revenues we get is appropriate or not. It  
 14 might be but it might be light.  
 15 MR. REESE: Okay. So a little further breakdown  
 16 is what you are looking for. I think we can do that.  
 17 MR. JAROS: Thank you.  
 18 PRESIDENT GELWICKS: Anything else? Todd, just  
 19 one other thing. We laughed a little bit about the  
 20 ice skating. You might relate to the rest of the  
 21 board the incident that occurred just so the people  
 22 understand that we do take this serious about the

1 ice skating.

2 MR. REESE: Sure. Thank you for the opportunity.  
 3 And for me personally ice skating is a -- it's always  
 4 been a big part of my life. I grew up, my kids grew  
 5 up skating. I grew up skating. So I am not certain  
 6 that the public always understands that we're as  
 7 anxious as everyone to get out there, get the ice  
 8 cleared so that they can enjoy this wonderful family  
 9 activity. But between the reality of the conditions  
 10 that sometimes look safe and they're not or the  
 11 restrictions we have placed on us or guidelines that  
 12 we have placed on us by our risk management agency,  
 13 I am not sure the public always understands. So  
 14 we're out there, we're trying to get them cleared as  
 15 soon as we can. It's the second priority after  
 16 clearing parking lots.

17 But we have pushed the envelope I think as  
 18 far as we can. And the end result in this case was  
 19 we actually put a large piece of equipment into Hummer  
 20 Pond a couple of weeks ago, and we incurred some  
 21 significant costs and manpower to do so. The equipment  
 22 is fine, but the cost to have a couple of large tow

1 trucks come out is not insignificant.

2 PRESIDENT GELWICKS: But you did push the envelope  
 3 of how thick the ice is supposed to be and ran into  
 4 a problem as a result in an attempt to try and get  
 5 out there sooner. And I think we acknowledge that  
 6 that's a great effort, but the public has to  
 7 understand that we are trying but there is only --  
 8 there's limits to what ice will allow us to do,  
 9 right?

10 MR. REESE: With equipment, sure. So we're out  
 11 there, we're pushing hard, we want to bring you good  
 12 quality ice. I think we felt comfortable there wasn't  
 13 a safety risk for us at Hummer. It's very shallow  
 14 compared to some of the other locations. We were  
 15 comfortable doing it, and it didn't pay off this  
 16 time. But we'll keep trying.

17 PRESIDENT GELWICKS: Thanks.

18 MR. CERMAK: Recreation.

19 MS. DIXON: Good evening.

PRESIDENT GELWICKS: Good evenings.

21 MS. DIXON: For our recreation division I am  
 22 just going to highlight a couple areas. The on-line

1 registration continues to rise. We had a good month  
 2 last month, and in January we were at \$41,685  
 3 compared to \$23,724 brought in last January.

4 Moving on to early childhood, preschool we  
 5 had a family night. It was the first time that we  
 6 have done this event. And we had a Winter Family  
 7 Fest at the Recreation Center. Over two hundred  
 8 preschoolers and their family members came. It went  
 9 really well. We have also done registration for the  
 10 '08-'09 preschool year. We are right now at about  
 11 169 compared to 160 last year. And I think in the  
 12 last couple weeks we have actually gone up to 176.  
 13 We're doing good there.

14 Under gymnastics the Twisters team, we had  
 15 a meet at Downers Grove North on January 27th.  
 16 There were seven park district involved in that, and  
 17 our team took second place overall.

18 Youth sports. We have got our 1st through  
 19 8th grade basketball going on over at the Rec Center.  
 20 If you have been over at the Rec Center on a weekend  
 21 it's hard to find a place to park. We have 713 players  
 22 and 88 teams in that program. And we are also using

1 Lincoln Center for our 1st and 2nd grade.

2 Moving on to the Fitness Center, we have  
 3 the Winter Weigh Off Challenge that's going on. That  
 4 started on January 21st. We have 102 members  
 5 participating. And we're going to be doing some  
 6 incentives and raffles with that.

7 Moving on to public information, we are in  
 8 the process of doing a five-year anniversary  
 9 celebration at the Recreation and Fitness Center for  
 10 the month of March. It'll be the week of March 9th.  
 11 So we're going to have a week long of activities where  
 12 there's going to be free open gyms and specials on  
 13 batting cages and group fitness class samplings and  
 14 all sorts of things to get people in the door and  
 15 see what we're all about there.

16 We're also working on promotions and  
 17 sponsorship for the Five and Ten Mile Event. And  
 18 staff has been updating the website. If you haven't  
 19 been on it lately there's a lot of new information  
 20 on there. And they're working on that as a weekly  
 21 project now. If you have any questions I would be  
 22 happy to answer them.

1 PRESIDENT GELWICKS: Anybody? Thank you.  
 2 MR. CERMAK: Next report is SEASPAR. I did get  
 3 a call this afternoon from Jerry Yoksoulian, the  
 4 board's representative at SEASPAR, and he has no  
 5 report this evening but is planning on attending the  
 6 middle of March meeting.  
 7 PRESIDENT GELWICKS: Okay. Do we have a plan  
 8 commission report?  
 9 MR. SMITH: No report.  
 10 PRESIDENT GELWICKS: No report. Just a question.  
 11 This is an old topic relative to that. But the corner  
 12 of Maple and Main, do you know what's really going  
 13 to happen there now? At one time it was a park and  
 14 then it became a townhouse development or some other  
 15 kind of condo development. Do we know what's going  
 16 to go on there?  
 17 MR. SMITH: I think the plan just kind of died.  
 18 There has not been anything in the packet.  
 19 MR. CERMAK: The most recent plan, I believe,  
 20 was disapproved. And at this point I don't believe  
 21 there are any plans for Maple and Main Street.  
 22 PRESIDENT GELWICKS: Well, I think it still is

1 an entry point into town, and at one time we talked  
 2 about a park. It might be something we want to at  
 3 least consider participating in however they develop  
 4 that if it's not going to be a major development.  
 5 MR. CERMAK: I can see a very nice large fountain  
 6 there.  
 7 PRESIDENT GELWICKS: I saw that in the comment  
 8 packet. I know I opened the door. I still haven't  
 9 seen that on the capital plan yet.  
 10 Unfinished business? Anybody have any  
 11 unfinished business?  
 12 New business? You're quiet tonight. We  
 13 have an opportunity for visitors to address the board.  
 14 Would anybody like to address the board? This is  
 15 the opportunity to do so. Anybody? Not seeing any,  
 16 can we have a motion to adjourn to executive session?  
 17 MR. JAROS: Mr. President, I move we adjourn to  
 18 executive session under Sections 2(c)(1), 2(c)(5) and  
 19 2(c)(11) of the Open Meetings Act for the discussion  
 20 of personnel, land acquisition and litigation  
 21 respectively.  
 22 MS. MAHONEY: I will second.

1 PRESIDENT GELWICKS: Roll call, please.  
 2 MS. RANK: Mr. Jaros?  
 3 MR. JAROS: Aye.  
 4 MS. RANK: Miss Mahoney?  
 5 MS. MAHONEY: Aye.  
 6 MS. RANK: Miss Engel-Accettura?  
 7 MS. ENGEL-ACCETTURA: Aye.  
 8 MS. RANK: Mr. Gelwicks?  
 9 PRESIDENT GELWICKS: Aye.  
 10 MS. RANK: Mr. Smith?  
 11 MR. SMITH: Aye.  
 12 PRESIDENT GELWICKS: We are adjourned. Thank  
 13 you, everybody. Good evening.  
 14 (Which were all the proceedings had  
 15 at the meeting of the above-entitled  
 16 cause.)  
 17  
 18  
 19  
 20  
 21  
 22

1 STATE OF ILLINOIS )  
 ) SS.  
 2 COUNTY OF C O O K )  
 3  
 4 I, MARLANE K. MARSHALL, C.S.R., a  
 5 Notary Public duly qualified and commissioned for  
 6 the State of Illinois, County of Cook, do hereby  
 7 certify that I reported in shorthand the proceedings  
 8 had at the meeting of the above-entitled cause, and  
 9 that the foregoing transcript is a true, correct,  
 10 and complete report of the entire proceedings so  
 11 taken at the time and place hereinabove set forth.  
 12  
 13  
 14 \_\_\_\_\_  
 MARLANE K. MARSHALL  
 Notary Public  
 CSR License #084-001134  
 15  
 16  
 17 My commission expires:  
 February 23, 2008.  
 18  
 19  
 20  
 21  
 22

Minutes of a Regular Session of the Board of  
Park Commissioners of the Downers Grove Park  
District held on February 21, 2008 at the Village  
Hall Council Chambers, 801 Burlington Avenue,  
Downers Grove, IL

Reconvene in  
Public Session

President Gelwicks called the meeting to order at 9:20 P.M

Roll Call

PRESENT: Commissioners Gelwicks, Mahoney, Jaros, Engel-Accettura  
and Smith. Administrator, Dan A. Cermak; Director of Recreation, Sandy  
Dixon; Director of Parks, Todd Reese; Director of Facilities, Karen  
Shannon; Administrative Service Manager, Deborah Utecht; Clerk, Pam  
Rank

\* \* \*

Motion

Commissioner Engel-Accettura made a motion to approve as presented the  
Payout #6 (Final and Related Documents) – Cooling Landscape  
Contractors – Doerhoefer Park Football / Soccer Field Renovation 2006.  
Commissioner Smith seconded the motion. ROLL CALL AYE:  
Commissioners Engel-Accettura, Smith, Gelwicks, Mahoney. NAY:  
Commissioner Jaros.

Final Adjournment

9:22 P.M.

\* \* \*

Respectfully submitted,


Kathryn Engel-Accettura  
Secretary

STATE OF ILLINOIS     )  
COUNTY OF DUPAGE    )

CERTIFICATE

I, Kathryn Engel-Accettura, DO HEREBY CERTIFY THAT I am the Secretary in and for the Downers Grove Park District, DuPage County, Illinois; that the foregoing is a true and correct copy of the Minutes from the February 21<sup>st</sup>, 2008 Regular Meeting of the Board of Park Commissioners. Said Minutes were duly passed by the Board of Park Commissioners of the Downers Grove Park District at a regular meeting on the 6<sup>th</sup> day of March, 2008, and said Minutes are to become a part of the official record of said Park District.

DATED THIS 6<sup>th</sup> DAY OF March, 2008

  
Kathryn Engel-Accettura, Secretary  
Board of Commissioners  
Downers Grove Park District

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