



**WILMETTE PARK DISTRICT  
Lakefront Committee Meeting**

*Monday, January 7, 2019  
6:30 p.m. – Mallinckrodt Community Center*

**AGENDA**

- I. Meeting Called to Order  

<u>Members of the Committee:</u> Commissioner Ryrie Pellaton, Chair Commissioner Bryan Abbott Commissioner Shelley Shelly	<u>Staff:</u> Superintendent Jerry Ulrich Superintendent Emily Guynn
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- II. Approval of Minutes
  - A. December 3, 2018
- III. Recognition of Visitors
- IV. Communications and Correspondence
  - A. Email from Anne Kaup re: Wilmette Beach
- V. Unfinished Business
  - A. Lakefront Project – Update
- VI. New Business
  - A. Park Permits
    - St. Francis Parish – July 14, 2019
- VII. Manager's Report
- VIII. Adjournment

## **Wilmette Park District** **Policy for Public Comment**

The Board of Park Commissioners, in its regular or special meetings, is a deliberative body assembled to make decisions on new and pending matters affecting the District. Park Board and Committee meetings are meetings held in public, not a public meeting. The Board invites both oral and written communications from its residents.

To facilitate the conduct of Board/Committee meetings, the following procedures will be followed:

1. A section of each regular meeting is set aside for public comment and will be noted on the agenda as "Recognition of Visitors."
2. During the "Recognition of Visitors" agenda item, audience members should raise their hands and be recognized by the President/Chairperson prior to speaking.
3. When recognized by the President/Chairperson, each audience member should identify themselves and limit speaking to no more than three (3) minutes, unless additional time is granted by the President/Chairperson.
4. Questions are to be directed to the entire Board/Committee.
5. Park Board members may, by addressing the President/Chairperson, interrupt a presenter to obtain clarification and/or further information.
6. A Board/Committee meeting is not a forum for complaints against individual employees. Such matters are handled by directly contacting the Executive Director. Complaints against the Executive Director should be handled by directly contacting the President of the Board of Park Commissioners.
7. During presentation and discussion of agenda items, the President/Chairperson will not recognize speakers in the audience unless the Board/Committee desires additional information from an audience member.
8. When addressing the Board/Committee, all persons permitted to speak shall confine their remarks to the matter at hand and avoid personal remarks, the impugning of motives, and merely contentious statements. If any person indulges in such remarks or otherwise engages in conduct injurious to the civil discourse of the Board/Committee and the meeting, the President/Chairperson may immediately terminate the opportunity to speak. This decision is at the discretion of the President/Chairperson or upon the affirmative vote of two-thirds (2/3) of the park board commissioners present.
9. Any person, except a member of the Board, who engages in disorderly conduct during a meeting, may be ejected from the meeting upon motion passed by a majority of the Board present.



## **WILMETTE PARK DISTRICT Lakefront Committee Meeting Minutes**

*Monday, December 3, 2018  
6:30 p.m. – Mallinckrodt Community Center*

### **Attendees Present**

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Commissioners/Committee: Chair, Ryrie Pellaton, Shelley Shelly, Bryan Abbott  
Staff: Jerry Ulrich

Staff: Director Wilson, Holly Specht

### **Attendees Absent**

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None

### **I. Meeting Called to Order**

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Meeting called to order at 6:30 p.m.

### **II. Approval of Minutes**

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A. Commissioner Abbott moved and Commissioner Shelly seconded a motion to approve the minutes of the November 5, 2018 Lakefront Committee meeting, as amended. All voted yes; **motion carried.**

### **III. Recognition of Visitors**

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The Attendance Sheet will become part of the permanent record.

### **IV. Communications and Correspondence**

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Commissioner Abbott commented on an email the board received from a resident expressing her feelings that the lakefront beach passes should be free for residents. Director Wilson added that he will respond. Commissioner Pellaton commented on a request for a warming hut at the dog beach.

### **V. Unfinished Business**

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#### **A. Lakefront Project Update**

Dave Olson from W.B. Olson provided an update. He explained that the start of the project was delayed due to some delays with obtaining permits. He went on to say that the construction schedule has been impacted by the snow around Thanksgiving but is still on schedule as long as the weather cooperates in spring. After questions and discussion, the Committee asked that Dave provide an update at the April Lakefront Committee meeting.

#### **B. Memorial Donations**

This item was tabled.

### **VI. New Business**

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#### **A. Eagle Scout Project**

Ben Lewis made an Eagle Scout presentation regarding his proposal to install a platform and benches around the showers at the sailing beach. The Committee asked questions and directed him to work with staff to proceed with the project.

**B. Park Permit Request**

The Committee was presented with a permit request that was submitted that day. Due to the requested day falling on Labor Day weekend, staff is not recommending its approval. The Committee agreed, and asked staff to work with the individual to look at alternate days.

**VII. Adjournment**

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There being no further business to conduct, the Lakefront Committee meeting was adjourned at 7:05 p.m.

Minutes Approved on: \_\_\_\_\_

\_\_\_\_\_  
Committee Chair

\_\_\_\_\_  
Department Head

**From:** [Stephanie Foster](#)  
**To:** [Stephen Wilson](#); [Libby Baker](#)  
**Subject:** FW: A solution for everyone? Wilmette beach  
**Date:** Monday, December 10, 2018 11:11:42 AM  
**Attachments:** [Screen Shot 2018-12-05 at 12.00.15 PM.png](#)

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communication and correspondence

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**From:** Anne Kaup [annekaup@me.com]  
**Sent:** Friday, December 07, 2018 7:46 PM  
**To:** Amy Wolfe; Shelley Shelly; Bryan Abbott; Stephanie Foster; Ryrie Pellaton; Gordon Anderson; John Olvany  
**Cc:** bielinskib@wilmette.com; dennis@chookaszian.com  
**Subject:** A solution for everyone? Wilmette beach

Dear Wilmette Park District,

One of the most treasured and unique aspects of Wilmette is the stretch of land from Sheridan Shores Yacht Club to Chestnut Beach. That beach is the best place to run or walk on the entire North Shore. The right of citizens to run or walk along that beach is, most likely, protected by Illinois law. As shown below, private landowners are restricting public access to public trust lands, and the Wilmette Park District is either complicit in, or permitting, this undertaking.

As I ran along that shoreline today, I was faced with the dilemma of either stepping out into the (very cold) water around a fence (installed by private resident Dennis Chookaszian) or crawling under that same fence in order to continue along the beachfront. Mr. Chookaszian (whom I've spoken to and seems to be a reasonable, intelligent, and civic-minded person) is (either intentionally or unintentionally) restricting public access to public trust lands.

The park district (or perhaps a private landowner) has installed "No Trespassing" signage which is incorrect and misleading. In running or walking along the waterline, people are not trespassing. The park district and private property owners continue to run fences down into the water beyond the Ordinary High Water Mark (OHWM). All of these signs and fences are not in accordance with any established Illinois law and should be removed. (See photos below.)

### **The Public Trust Doctrine**

Excerpt from Henry Rose, *The Public Trust Doctrine: Does it Provide the Public With Access to the Beaches of Lake Michigan in Illinois?*, 18 Pub. Interest L. Rptr. 89 (2013) (Available at: <http://lawecommons.luc.edu/pilr/vol18/iss2/2>):

*"...the Illinois Supreme Court has also endorsed the view that the protection of the public trust doctrine extends on the shore up to the high water mark. Thus, when the State of Illinois first conveyed lands bordering Lake Michigan to private owners, the lands were subject to the public trust doctrine up to the high water mark even though the private ownership extended to the water's edge. As a result, privately owned land between the water's edge and the high water mark would be subject to public trust uses. This is precisely the set of legal principles that the Supreme Court of Michigan relied on to hold that members of the public have a right, under the public trust doctrine, to walk on privately owned lands on its shores bordering the Great Lakes. Since the Illinois Supreme Court has also endorsed an expansive and flexible view of the public trust doctrine that 'extend as well to recreational uses, including bathing, swimming and other shore activities,' it is likely that Illinois courts*

would include walking by members of the public among the activities that the public trust doctrine would allow on privately-owned beachfront land bordering Lake Michigan.” (p.93)

### **The Ordinary High Water Mark**

In Illinois, the “high water mark” is the OHWM.

Excerpt from Kenneth K. Kilbert, *The Public Trust Doctrine and the Great Lakes Shores*, 58 Clev. St. L. Rev. 1, 16 (2010) (Available at: <https://engagedscholarship.csuohio.edu/cgi/viewcontent.cgi?article=1065&context=clevstlrev>):

*“Neither Illinois cases nor statutes expressly state that the public trust extends geographically to the ordinary high water mark along the shores of Lake Michigan. The Illinois Supreme Court, though, has recognized that at English common law the crown held title to land underlying navigable waters up to the high water mark in trust for the people, that the state became vested with such title when admitted to the union pursuant to the equal footing doctrine, and that the state holds such lands in trust for the people. Case law indicates that, with respect to Lake Michigan, the state’s title extends to the water line as it naturally exists free from disturbing causes. Although the state may have relinquished title to some of the shore below the ordinary high water mark, there is no indication that the state has relinquished the public trust for such shore. Hence, the geographic scope of the public trust doctrine along the shore of Lake Michigan in Illinois should remain the common law OHWM.”* (p. 50)

The common law definition of the ordinary high water mark is as *“a visible mark, such as the line where terrestrial vegetation ends or the soil changes character.”* (Kilbert, p. 24)

### **Public Nuisance, Proper Signage & Fencing**

Mr. Chookaszian stated that he installed the fence to discourage people from raucousness and drinking alcohol on his beachfront property, and I am sympathetic to his concerns and encourage the Village to monitor and patrol the area for such illicit behavior, but his actions in putting up the fence are working to inhibit lawful passage by walkers and runners and this cannot be permitted. Wilmette residents should not have to suffer via fences and “no trespassing” signs in order to remedy these public nuisance issues, and these infractions should be handled under public nuisance laws.

An example of a (Michigan) sign that is more in line with Illinois case law is shown below. “Shore Walking Permitted Only” is more appropriate language for Wilmette beach than “No Trespassing.” Perhaps a Wilmette sign could state the same words in several different languages. An analogous case to *Glass v. Goeckel* (cited on Michigan sign in the photo below) doesn’t exist for Illinois, but a Wilmette sign could reference the Public Trust Doctrine together with public nuisance rules.

Private fences should be removed back to the OHWM as defined above. Charging fees and restricting access to Gilson beach must be “reasonable” (see Rose, p. 95), therefore, walkers and runners along the shore should continue to enjoy easy access as they pass in and out of Gilson beach on their walks or runs along the shoreline during the summer months when fees are enforced. If fences are necessary for Gilson Park fee enforcement during the summer “fee charging” season, the fences should be a reasonable distance from the shore and moveable with the rising and receding water so that walkers and runners are not impeded below the OHWM.

The walkers and runners of Wilmette would appreciate you remedying this situation immediately. Thank you.

Sincerely,

Anne Kaup  
Wilmette Resident

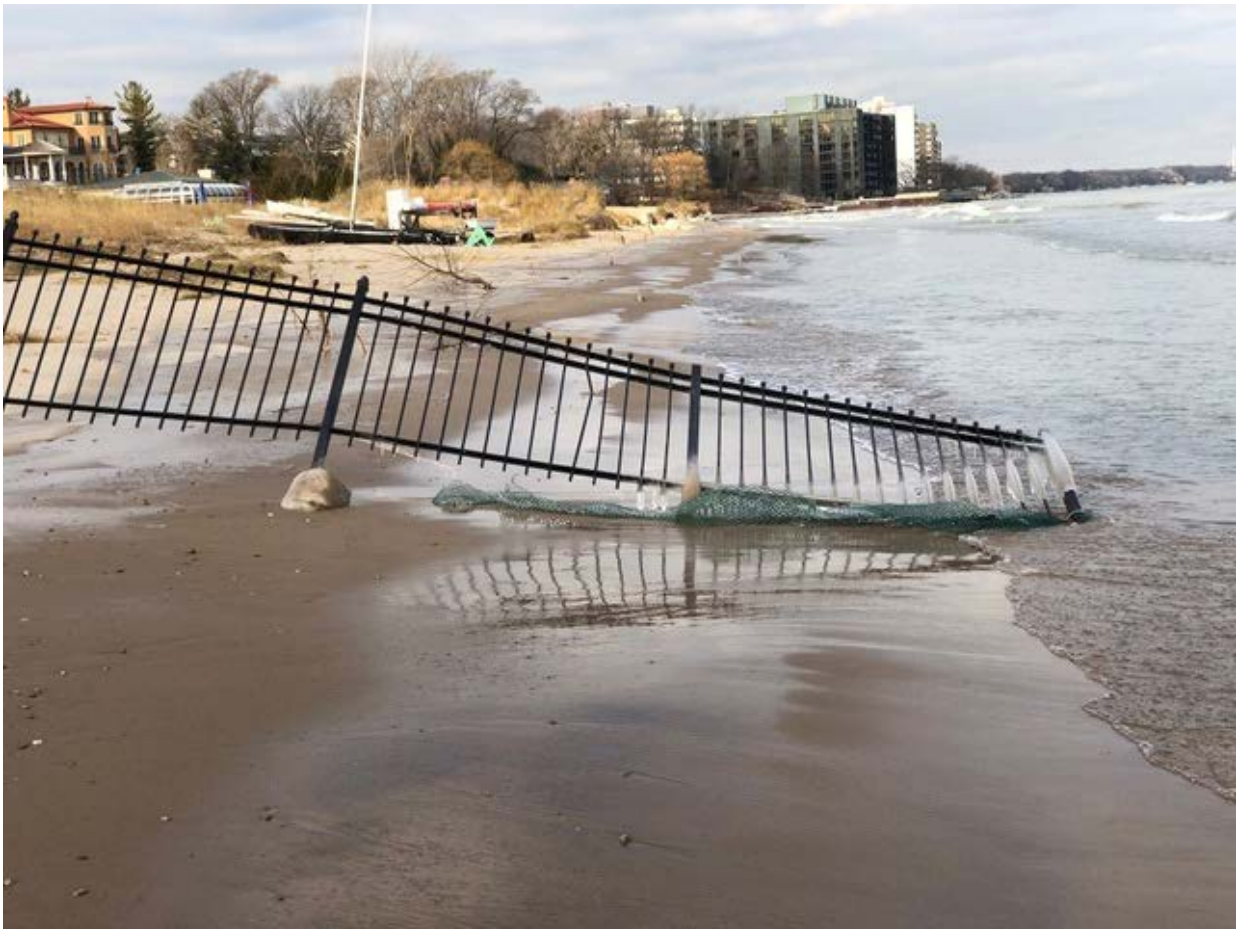
Wilmette beachfront (photos 1-4), Michigan sign (photo 5)

















Wilmette Park District  
1200 Wilmette Avenue  
Wilmette, IL 60091  
(847) 256-6100

- OFFICE USE ONLY -	
Date requested	_____
Date mailed	_____
Date approved	_____
Approved by Committee (>100)	_____
Cert. of Insurance & Endorsements	_____
rec'd	_____

## FACILITY PERMIT AND USAGE AGREEMENT OUTDOOR SPECIAL USE

NOTE: The Wilmette Park District, at its discretion, may require you to obtain insurance coverage for this event. The Park District will require you to provide a Certificate of Insurance, listing the District as an additional insured, and also provide any and all endorsements to the policy. If these endorsements exclude the activities of your event, your application for a permit may be rejected. This documentation must be returned to the Park District no later than 72 hours before the event.

APPLICANT NAME DAVID J. FORD DATE SUBMITTED 1/2/2019  
ADDRESS for Saint Francis X. Parish.  
CELL 312-882-3673 EMAIL djbf@yahoo.com  
DESCRIPTION OF EVENT ACTIVITIES Lakefront Mass

DATE OF EVENT 7/14/2019 NUMBER OF PEOPLE 175 TIME 8AM to 9:45AM  
PARK NAME Shelters 5/6 LOCATION IN THE PARK NE  
NUMBER OF GRILLS 0 NUMBER OF TABLES AS MANY ARE YOU UTILIZING AN OUTSIDE VENDOR? AS NORMAL. ALL ARE INDEED USED.  
SPECIAL REQUIREMENTS \_\_\_\_\_

lots of tables is great for the older folks  
to sit. Thank you. IF early morning clean  
up folks can empty garbage + clean area 1st it  
is always appreciated  
Thank you!

RENTAL FEES \_\_\_\_\_ (To be determined by Wilmette Park District)

TIME ARRIVING FOR SET UP \_\_\_\_\_ (Please note that set-up and clean-up times are included in fee calculation)

CANCELLATIONS: Service fee is charged thirty (30) days or less before event.

DEPOSIT: 50% of the rental fee (non-refundable) is required to secure the rental. The deposit will be credited toward the rental cost.



## INDEMNIFICATION AGREEMENT FOR FACILITY USE

This agreement made and entered into this 2 day of Jan, 2019, by and between the Wilmette Park District and the applicant first above written.

- I agree that neither the Wilmette Park Board nor the Wilmette Park District assumes any responsibility or liability for personal injury to me, my guests, personal equipment or other personal property. All rights to assert any such liability is hereby waived and I agree to hold harmless the Wilmette Park Board or the Wilmette Park District from any acts for which I am liable. I agree to pay for any damage arising from my use of the facility or equipment therein and/or additional maintenance fees.
- I agree to return the Park District property to the condition it was in prior to my use of the location.
- I agree that any and all cooking will be done only on the grills provided by the Park District
- I agree that my guests will not bring or consume alcoholic beverages in the above-mentioned park.
- I agree to pay for any damages to the Park District arising from my use and that of my guests and participants.
- I agree that if required, I will obtain insurance coverage and provide a Certificate of Insurance listing the Wilmette Park District as an additional insured and provide any and all endorsements to the policy. I will present these documents to the Park District no later than 72 hours before the event before this permit will become valid.

I acknowledge that I will be required to provide a Certificate of Insurance, listing the Park District as an additional insured, and also provide any and all endorsements to the policy.


This documentation must be returned to the district no later than 72 hours before the event.

IN WITNESS HEREOF, the parties have executed this agreement as of the day and year first above written.

### WILMETTE PARK DISTRICT

By \_\_\_\_\_  
Its Authorized Agent

*If submitting this form online or via fax, my online or facsimile signature shall substitute for and have the same legal effect as an original signature.*

  
\_\_\_\_\_  
Applicant Signature

## ADDENDUM TO FACILITY USAGE POLICIES

### ADMISSION

Approval of a Park Use Permit does not include admission to the Gillson Swimming Beach, Sailing Beach or Centennial Pool. All parking and entrance fees are in addition to permit fees.

### ALCOHOL

Persons shall not consume or possess any beer, wine, ale, or other intoxicating liquors while on Wilmette Park District property.

### ANIMALS

Pets must be kept on a ten-foot or less leash (leashes must be held by owner) at all times. Pets must be cleaned up after. Attempting to harm or capture any native animals or birds from any Wilmette Park District property is not permitted.

### ATTENDANCE

The use of the facility must be consistent with and acceptable to the standards set by the Wilmette Park District. The total number of participants must not exceed the attendance listed on the approved permit. If the actual attendance is higher than stated on the permit, it may result in automatic shutdown of the event.

### BEHAVIOR

Applicant is solely responsible for the conduct of Applicant and Applicant's guests/invitees and for providing any and all supervision at all times during use of any facility, including all common areas. Applicant shall be responsible for ensuring that Applicant's guests and invitees comply with all applicable rules and regulations pertaining to use of Wilmette Park District facilities. Applicant shall not permit any area to be used for any disorderly or unlawful purposes during the period of this Agreement.

### BONFIRES

Bonfires are not permitted in any Wilmette Park District facility.

### CANCELLATION

Written notice of cancellation must be received by the park supervisor no later than two (2) weeks prior to the event start date. Cancellations must be in written form; verbal cancellations will not be accepted. Park Use Permit fees are non-refundable.

### COMPLIANCE WITH ORDINANCES

The applicant shall comply with laws of the State of Illinois and all Wilmette Park District ordinances, codes, conditions, and requirements. For a list of ordinances, please visit <http://www.wilmettepark.org/policies-and-ordinances>.

### STAFFING FEES

Depending on the type of event, the Wilmette Park District may require District personnel at the function. All Wilmette Park District personnel involved before, during, and after the day of the event may be charged back to the permit-holding. The Wilmette Park District shall determine the number of personnel needed to ensure safety of participants and minimize the inconvenience to residents. The bill will be transmitted to the sponsoring agency within thirty (30) days after the completion of the event.

### DECORATIONS AND EQUIPMENT

Decorations and equipment are subject to approval of the Wilmette Park District. Applicant may not leave any such items unattended at the facility at any time. All such items must be removed from the premise after the event has concluded.

### FEES

Applicant shall submit full payment for all applicable permit fees and facility usage fees prior to the scheduled event.

### GRILLING

Grilling is only permitted in the designated picnic areas and may only be done on the stationary grills provided. Personal grills are not permitted in any facility.

### HOURS

Patrons may not enter or remain in any park after the posted closing time. The hours of the parks are 6:00am – 10:30pm, unless otherwise posted.

### LOCATION

All contracts shall be issued for specific locations with the understanding that the remainder of the facility is not to be used. Wilmette Park District properties are multi-use facilities. Please be aware that there may be other activities/programs taking place in the park during your event.

#### PARK DISTRICT PROPERTY

No Wilmette Park District equipment or property shall be removed from the premises.

#### PROPERTY DAMAGE

The Property must be protected from damage or mistreatment. In case of property damage, notification will be made within forty-eight (48) hours to the Applicant or organization contracting for the rental of the space. Damages shall be paid for by the organization or individual using the contracted room within ten (10) days of receipt of the repair bill. This payment is in addition to the rental fee.

#### SAFETY

All necessary precautions for fire protection and safety must be observed.

#### SET UP AND TEAR DOWN

Applicant shall not enter, occupy or use this listed facility until the time(s) and date(s) specified. Applicant shall vacate the facility at the time(s) and date(s) indicated on the Park Use Permit.

#### SUPERVISION OF MINORS

The Applicant is responsible for ensuring that all activities are properly controlled and supervised. Adequate adult chaperones must be provided if any group members are under eighteen (18) years of age. One chaperone is required for every fifteen (15) participants under the age of eighteen (18).

#### SWIMMING/WADING

Swimming and wading are only permitted in the marked swim areas at our lakefront parks, and may only be done when a lifeguard is on duty.

#### WASTE

The facility reserved shall be left clean and in order. All refuse shall be placed in garbage receptacles and the grounds are to be clear of debris. If Applicant or organization contracting for park use does not comply, an additional charge for maintenance service will be billed in addition to the permit/facility usage fees. This charge must be paid within ten (10) days of receipt of the maintenance bill.

#### The following insurance coverage must be obtained. (OFFICE USE ONLY)

*(Place an "X" beside each required insurance coverage and have applicant initial each blank.)*

- ☒ Comprehensive General Liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Park District.
- ☐ CGL shall not be endorsed to exclude athletic participation.
- ☐ Business Auto and Umbrella Liability and, if necessary, Commercial Umbrella Liability insurance with a limit not less than \$1,000,000 per occurrence. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.
- ☐ Workers Compensation and Employers Liability Insurance shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Revised 8/13/2018