

3/6 1971 meeting of RCBH to discuss donating RC to the District

Lawyer who drafted 1st Agreement

Owen Fairweather outlined the impact of the heavy tax load on the economy of the financial operations of the Club. He demonstrated how the adoption of the proposed plan to place the Center under the aegis of the Park District would free money that could then be used to expand the facilities of the Center property, adequate paddock areas, for example and make the Center a more attractive facility for larger numbers of the area people. He said the officers and directors had studied every aspect of the proposal together with the conceivable alternatives for a long time and that he and they would welcome dialogue hopefully to gain the permission of the Club membership to finalize the arrangement with the Park District.

Owen presented and read three items pertaining to the proposed transfer:

Item one-a letter to the members of the Board of the Park District of Barrington Hills;

Item two-a proposed resolution that might be adopted by the Park District to implement the formal transfer and

Item three-a "reverter clause" limiting use of the Center facility to "horseback riding purposes and for purposes of Boarding horses only".

Two aspects rendering such a transfer desirable are:

a) an end to our tax load with the added and also very desirable possibility that gifts to the Center operation could be tax deductible. This would attract substantial amounts from persons in this area, Owen added.

b) perhaps the tax remission could be made retroactive for the past year leaving us some \$7,000 to the good.

Owen averred that without the tax relief promised by the Park District our path leads nowhere but downhill into the hands of the professional tax buyers.

Discussion ensued as to the degree to which the actions of current Board of the Park District might bind future Boards. Fear was expressed that in years to come should the complexion of that Board shift away from an understanding and appreciation of the horse in the community emphasis might be directed into other types of activity (i.e. tennis courts etc.) deleterious to the interests of the horse oriented groups. Owen said that some latitude must be allowed to make room for future understanding by all parties but that in any dire event our aforesaid "reverter clause" stands as our protection to any radical deviation from the riding and boarding concepts for the entire operation. If plans are announced for undesirable uses of the property we can, under the clause, recover our property.

Mr. Holtzer asked what the reaction of the part of the community not interested in horses might be to having their Park District invest their funds in a horse oriented activity. Owen explained that the Park District will undoubtedly be faced with choices among a variety of interests as time goes on and will accomodate and help these interests in the order of their desirablility and interest in the community in a balanced deployment of available money. The Park District, he said, is less a politically oriented body than the Village Board and less vulnerable to shifting tides of pressure from different groups.

There will be no major change in the operating procedures involving Jack as the Management Committee consisting entirely of people related directly to horsemen and their activities will work with him, honor his contract and protect his administration of the Center. (The proposed member of the Management Committee from the Park District Board is a well known horseman and member of the Mounted Patrol to boot).

In the event that the Center should through some disaster cease to exist in its present form details of settlement would depend upon the insurance and emcumbrances effective at the point of transfer.

Some confusion seemed to exist about the relationship between the Riding Club and the Riding Center as separate entities. It was explained that the Park District proposal relates only to the Center property. The Riding Club would continue to be an entirely separate organization with its dues income, trail maaintainance and other activities separate from Park District control.

Discussion returned via a question from Ed Holtzer as to the possible future change in personnel on the Park District and the impact inherent in the appearance of a person or persons not horse oriented. Julian Hansen that the reverter clause would be binding but that no political body could possibly agree to certain nominees being selected down through all future years. Owen added that a certain amount of reliance on the honest intentions of the Park District spokesman must be entertained as their commitment has to be an implied one not a legal one. However, once again, the reverter clause is a legally binding and viable barrier to any deviation from the exclusiveness of horse related use of the Center property.

It was explained that the Park District will have no control or relationship to our riding trails; just to the barn and the surrounding fifteen acres of land.

Rob McCullagh noted that Park District ownership of the Center would be a valuable protective feature. The Center is surrounded entirely by the Forest Preserve who might undertake to acquire it from the Riding Club. Or the Forest Preserve might install a large public parking lot or other unwelcome public activity proximate to the Center property and the Riding Club as such might find it difficult in a political atmosphere to defend against such encroachments on our environment. The Park District

being a politically oriented entity would be in a much more feasible position to erect defenses against such moves. A tentative plan for a Forest Preserve parking area is considering a parking area about two years from now.

Mr. Scott asked if Riding Club dues automatically entitle one to use of the Center facility. No-such usage is arranged for by payment of use fees.

Ralph O'Neil outlined the clearly individual segments of the Riding Club/Riding Center relationship:

- a) The Center will be on its own, the property of the the Park District of Barrington Hills, operated by Jack Arnold and administered by the Management Committee as defined and peopled in Item 2, Section 7 on page 2, where the committee makeup is set forth.
- b) The Riding Club of Barrington Hills as we have always known it with its own dues income, Horse Show, trail rides and other activities and the riding trail system. Riding Club income will continue to be applied to Riding Club debts, mortgages and other obligations.

Rob added the observation that the Center is not supported by Riding Club dues--many members do not use the Center and such support would be unfair to them, for one thing.

Owen felt that the people on the Park District Board are all dedicated to the concept of providing healthy, recreational activity facilities for the people of Barrington Hills. In any form of such activity they will play a major role in providing for the people facilities for the type of activity for which a demonstrable need and demand exists. As time goes on this might include any of a number of activities in various parts of the area. In this particular instance an arrangement is contemplated around a demonstrated need and demand for a financially viable horse riding and horse boarding center and the desires of that segment of the population will be met.

In the process and to insure the proper control and management in a type of activity demanding great expertise, experience and understanding it is arranged through a management group made up of representatives of the established horse clubs to provide the proper control of the activity. In other areas of activity it is presumed that similarly sophisticated control groups will serve in like capacity.

Owen explained that in fact the same individuals will be managing overall affairs at the Center that are now performing that function and that Win Alberts, of the Park District Board, is of the same ilk.