

LAKE COUNTY FOREST PRESERVES www.LCFPD.org

Preservation, Restoration, Education and Recreation

DATE: August 27, 2018

MEMO TO: Craig Taylor, Chair Operations Committee

> S. Michael Rummel, Chair Finance Committee

FROM: James E. Ballowe Director of Facilities

<u>RECOMMENDATION</u>: Recommend Approval of an Ordinance Approving an Amendment to the License Agreement with Townline Stables, LLC, ("Licensee") to operate an Equestrian Facility at Grainger Woods Conservation Preserve.

STRATEGIC DIRECTION SUPPORTED: Organizational Sustainability

FINANCIAL DATA: Annual revenues are estimated to be \$35,000 from 2018-2022 and \$45,000 from 2023-2027. Under the amendment, the Licensee would be responsible for all expenses associated with the operation of the stables.

BACKGROUND: During committee discussions on the disposition of certain District buildings in late 2016, the committees gave direction not to renew the license agreement at the Grainger Woods Equestrian Facility after it expired. The committees also agreed to allow discussions with the Licensee to address the impact of these long-term plans.

Currently, the District has a License Agreement with Licensee granting a license to develop, manage and operate the Equestrian Facility at Grainger Woods Conservation Preserve. The current license went into effect April 1, 2012, and is scheduled to expire on March 31, 2022. Per the terms of the License Agreement, the Licensee is responsible for all expenses associated with the operations of the Stables, including but not limited to, utilities, equipment and supplies, property improvements, and all repairs, maintenance and replacement of any equipment, infrastructure or buildings (except for certain replacements resulting from casualty). The License Agreement also required the Licensee to make capital improvements and repairs including new roofs for all buildings, upgrading electrical systems and building repairs and modifications.

The Licensee has completed all of the required improvements and, according to Licensee, some extra repairs and replacements. Because of the additional expenses, the Licensee has asked the District to extend the license duration and modify the fee schedule to help it in recouping its investment. Specifically, the Licensee has asked to (i) operate the stables an additional five years with the understanding that the stables would cease operation at the end of that term and (ii) modify the license fees in accordance with the schedules below:

Existing License Fees:

Year	Boarding Fee	Gross Receipts Fee
2012 through 2016	\$1 per Fee-Paying Horse boarded at the Licensed Premises	\$0
2017	\$50 per Fee-Paying Horse boarded at the Licensed Premises	10% of Gross Receipts
2018	\$55 per Fee-Paying Horse boarded at the Licensed Premises	10% of Gross Receipts
2019	\$60 per Fee-Paying Horse boarded at the Licensed Premises	10% of Gross Receipts
2020	\$65 per Fee-Paying Horse boarded at the Licensed Premises	10% of Gross Receipts
2021	\$70 per Fee-Paying Horse boarded at the Licensed Premises	10% of Gross Receipts

Proposed License Fees:

Year	Fee
1/1/2017 through 3/31/2017	\$1 per Fee-Paying Horse boarded at the Licensed Premises per month
4/1/2017 through 12/31/2017	\$50 per Fee-Paying Horse boarded at the Licensed Premises per month
1/1/2018 through 3/31/2022	\$8,750 per Quarter
4/1/2022 through 3/31/2025	\$11,250 per Quarter
4/1/2025 through 3/31/2027	\$11,250 per Quarter minus \$200 for the number of Fee-Paying Horses less than 55 boarded at the Licensed Premises as of the first day of the Quarter

The Amendment would also provide benefits to the District, including (i) providing that, in the event of fire or other casualty, the District has no obligation to re-build the Facility, (ii) ensuring that the District has more current and complete rosters identifying the stable occupants, (iii) aligning the indemnity and insurance requirements more closely with District standards, and (iv) ensuring that Licensee's workers that live on the site have entered into valid housing licenses with the District. Because these negotiations have been ongoing, the amendment will be retroactive to January 1, 2017.

Throughout the life of the agreement there will be no operational expenses for the District. Per the terms of the License Agreement, the Licensee shall still be responsible for any and all operating expenses.

<u>REVIEW BY OTHERS:</u> Chief Operations Officer, Director of Finance, Corporate Counsel.

STATE OF ILLINOIS)) SS COUNTY OF LAKE)

BOARD OF COMMISSIONERS LAKE COUNTY FOREST PRESERVE DISTRICT REGULAR SEPTEMBER MEETING SEPTEMBER 11, 2018

MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **OPERATIONS COMMITTEE** and **FINANCE COMMITTEE** present herewith "An Ordinance Approving an Amendment to a License Agreement for Equestrian Facility Concession Services at Grainger Woods Conservation Preserve" and request its approval.

OPERATIONS COMMITTEE:

Date:	Roll Call Vote: Ayes:	Nays:
	Voice Vote Majority Ayes:	Nays:
FINANCE COMMITTEE:		
Date:	Roll Call Vote: Ayes:	Nays:
	Voice Vote Majority Ayes:	Nays:

LAKE COUNTY FOREST PRESERVE DISTRICT LAKE COUNTY, ILLINOIS

AN ORDINANCE APPROVING AN AMENDMENT TO A LICENSE AGREEMENT FOR EQUESTRIAN FACILITY CONCESSION SERVICES AT GRAINGER WOODS CONSERVATION PRESERVE

WHEREAS, the Lake County Forest Preserve District (the "District") previously entered into a License Agreement with Townline Stables, LLC, (the "Licensee") for an Equestrian Facility concession (the "Services") at Grainger Woods Conservation Preserve ("Grainger Woods"); and

WHEREAS, pursuant to Section 7b of the Downstate Forest Preserve District Act, 70 ILCS 805/7b, the District is authorized to issue licenses for any activity reasonably connected with the purposes for which the District was created; and

WHEREAS, the provision of the Services at Grainger Woods provides an activity that is reasonably connected to the purposes for which the District was created, including the operation of public recreational facilities; and

WHEREAS, it is in the best interests of the District, to approve an amendment to the License Agreement in substantially the form attached (the "License Agreement Amendment"); and

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois, **THAT**:

<u>Section 1</u>: <u>Recitals</u>. The recitals set forth above are incorporated as a part of this Ordinance by this reference.

<u>Section 2</u>: <u>Approval of License Agreement</u>. The Licensee Agreement Amendment is hereby approved in substantially the form attached hereto. The Executive Director is hereby authorized and directed to execute the License Agreement Amendment in substantially the form attached hereto.

<u>Section 3: Effective Date</u>. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____, 2018. AYES: NAYS: APPROVED this _____ day of _____, 2018.

> Ann B. Maine, President Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary Lake County Forest Preserve District

Exhibit No. _____

First Amendment to License Agreement Granting a Concession by and between Lake County Forest Preserve District and Townline Stables, LLC

This First Amendment to License Agreement Granting a Concession (this "First Amendment") is made as of the 1st day of January, 2017 (the "First Amendment Effective Date"), by and between Townline Stables, LLC, an Illinois limited liability company (the "Licensee"), and the Lake County Forest Preserve District, an Illinois unit of local government and a political subdivision organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/.001 <u>et seq</u>. (the "District").

Section 1. Recitals.

A. The Licensee and the District have previously entered into a "License Agreement Granting a Concession between Lake County Forest Preserve District and Townline Stables, LLC" with an Effective Date of March 1, 2012 (the "Agreement"), providing for Licensee to manage, maintain and operate the Concession located on the Licensed Premises.

B. The Licensee and the District desire to amend the Agreement on the terms and conditions set forth below.

Section 2. Amendments.

A. Section 3 - TERM. Section 3 of the Agreement, entitled "TERM," is hereby deleted in its entirety and replaced with the following new Section 3:

The term of the Concession and this Agreement shall commence on April 1, 2012, and end on March 31, 2027, unless sooner terminated or extended as provided herein ("Term"). The Licensee may terminate the Term for any reason upon notice to the District no less than thirty (30) days prior to the end of any Quarter, as hereinafter defined. Upon such notice, the Term shall terminate on the later of the last day of the Quarter in which the notice is given and Licensee's compliance with its obligations under Section 20.A and B.

B. Section 4.B - LICENSE FEE. Section 4.B of the Agreement is hereby deleted in its entirety and replaced with the following new Section 4.B:

B. <u>License Fee</u>. Through December 31, 2017, for each month

or partial month during the Term (a "Month") Licensee shall pay to the District a monthly license fee (a "Monthly Fee") pursuant to the following chart:

Year	Monthly Fee
1/1/2012	\$1 per Fee-Paying Horse boarded at the
through	Licensed Premises
3/31/2017	
4/1/2017	\$50 per Fee-Paying Horse boarded at the
through	Licensed Premises
12/31/2017	

Licensee shall pay the Monthly Fee for a Month in 2017 not later than the fifteenth (15th) day following the end of that Month (a "Monthly Payment Date").

Beginning January 1, 2018, for each three-calendar-month period during the Term (a "Quarter") Licensee shall pay to the District a quarterly license fee (a "Quarterly Fee"; a Monthly Fee and a Quarterly Fee are each a "License Fee"), pursuant to the following chart:

Year	Fee
1/1/2018 through	\$8,750 per Quarter
3/31/2022	
4/1/2022 through 3/31/2025	\$11,250 per Quarter
4/1/2025 through 3/31/2027	\$11,250 per Quarter minus:
	(55 minus the number of Fee-Paying Horses boarded at the Licensed Premises as of the first day of the Quarter) x \$200
	To illustrate, if, as of April 1, 2025, 50 horses are boarded at the Licensed Premises, the Quarterly Fee due on April 5, 2025, for the Quarter commencing April 1, 2025 and ending June 30, 2025 shall be \$10,250 (\$11,250 – (5 x \$200))

The first Quarter will begin on January 1, 2018, and last through March 31, 2018. Licensee shall pay the Quarterly Fee for a Quarter not later than the fifth (5th) day of that Quarter (a "Quarterly Payment Date"; a Monthly Payment Date and a Quarterly Payment Date are each a "Payment Date").

Licensee shall send all License Fees to the District address identified in Section 21.

C. Section 4.C. - MONTHLY REPORTS AND ACCOUNTING. Section 4.C of the Agreement is hereby deleted in its entirety and replaced with the following new Section 4.C:

C. <u>Quarterly Reports and Accounting; Boarder</u> <u>Agreements.</u> Licensee shall deliver to the District along with the Quarterly Payment each Quarter, (i) a true and correct sworn statement certifying the total number of Fee-Paying Horses and the total number of Humanitarian Horses boarded at the Licensed Premises as of the first business day of the Quarter, the stall assigned to each such horse, and the contact information for the owner of each horse, including mailing address and email address (a "Quarterly Report") and (ii) each Customer Contract (as defined in Section 8.H) entered into by Licensee, excluding only any Customer Contracts that have previously been delivered to the District.

D. Section 4.D. - LATE PAYMENT PENALTIES. Section 4.D of the Agreement is hereby deleted in its entirety and replaced with the following new Section 4.D:

D. <u>Late Payment Penalties.</u> If any License Fee is not paid on a Payment Date, Licensee shall pay to the District an additional fee equal to one percent (1%) of the License Fee due for each two-week period or portion thereof that such License Fee is late, as an administrative processing charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs the District will incur by reason of late payment by Licensee. Acceptance of any late charge will not constitute a waiver of any Default by Licensee with respect to any overdue amount or prevent the District from exercising any of the other rights and remedies available to it.

E. Section 5.A. – WORK STANDARDS. Section 5.A. of the Agreement is hereby amended by deleting the last sentence of such Section in its entirety and by adding the following:

Notwithstanding anything in this Agreement to the contrary, at the expiration or termination of the Term, Licensee may remove, at Licensee's expense, the "Licensee Improvements" made by Licensee to the Licensed Premises that are specifically identified on the attached Exhibit H. Notwithstanding the foregoing, Licensee reserves the right to sell, assign, or otherwise transfer the Licensee Improvements to any person or entity. If Licensee elects not to remove a Licensee Improvement at the expiration or termination of the Term, Licensee will be deemed to have abandoned such Licensee Improvement. Other than Licensee Improvements,

Licensee shall return the Licensed Premises to the District in the same or better condition in which the Licensed Premises existed at the commencement of the Term.

In addition to the Licensee Improvements, Licensee has installed on the Licenses Premises the "Licensee Fixtures" that are specifically identified on the attached Exhibit H. Licensee may not remove the Licensee Fixtures at the expiration or termination of the Term. However, in the event the District intentionally demolishes or destroys any or all of the buildings on the Licensed Premises within two (2) years after the expiration or termination of the Term, the District shall give Licensee notice of such intent not less than thirty (30) days prior to such demolition. After receipt of such notice, if Licensee provides (i) not less than forty-eight (48) hours' notice to the District of Licensee's proposed entry to the Licensed Premises and (ii) evidence of general liability insurance coverage and limits and additional insured coverage that is satisfactory to the District's Executive Director, in his or her reasonable discretion, then Licensee may enter upon the Licensed Premises to remove, at Licensee's expense, any or all of the Licensee Fixtures within or upon such building(s) to be demolished. Licensee shall complete all such removal work and vacate the Licensed Premises not less than three (3) days prior to the first day scheduled for such demolition.

F. Section 8.L. - HOUSING LICENSES FOR EMPLOYEES. Section 8 of the Agreement is hereby amended by adding the following new Section 8.L.:

Housing Licenses for Employees. Licensee shall have the L. exclusive use of the house located upon the Licensed Premises (the "House") and the apartment located within the office building located upon the Licensed Premises (the "Apartment") for the purpose of operating the Concession for the duration of the Term. The locations of the House and the Apartment are generally depicted on Exhibit G. However, effective as of November 15, 2018, any residential use of the House or the Apartment shall be subject to the requirements of this Section 8.L. No person may reside in the House or the Apartment unless he or she (i) is a person who has entered into a separate housing license agreement with the District allowing him or her to reside in the House or Apartment and, at the time of entering into such housing license agreement, was a current employee or independent contractor of Licensee (a "Licensed Employee") or (ii) is a spouse, parent, parent in-law, sibling, child, ward, grandparent, or grandchild of a Licensed Employee (a "Licensed Relative"; a Licensed Employee and a Licensed Relative are each a "Licensed Resident"). A Licensed Relative need not enter into a separate housing license agreement with the District. The housing license agreement will include terms, conditions, and provisions, acceptable to both the District and Licensee. The District reserves the right, without limitation to any of its

other rights, to evict any person residing in the House or Apartment unless he or she is a Licensed Resident. Licensee (i) shall not, directly or indirectly, allow, assist, or encourage any person who is not a Licensed Resident to reside at the House or Apartment and (ii) shall notify the District in writing within three (3) business days after a Licensed Employee ceases to be employed by, or otherwise work for, Licensee.

G. Section 8.M. – EQUESTRIAN RIDING LESSONS. Section 8 of the Agreement is hereby amended by adding the following new Section 8.M.:

Μ. Equestrian Riding Lessons. Notwithstanding the Management Plan, Licensee and its employees shall not provide equestrian riding lessons (the "Riding Lessons") unless Licensee first obtains insurance covering its negligent acts and omissions with respect to the Riding Lessons in coverages and amounts acceptable to the District and naming the District as an additional insured. Licensee may allow one or more third-party riding instructors (a "Riding Instructor") to provide Riding Lessons at the Licensed Premises, if there is in effect a license agreement between the District and the Riding Instructor in a form provided by the District. Such license agreement, among other matters, will require the Instructor to indemnify the District for any claims made against the District for death, bodily injury, or property damage that arise out of the Instructor's conduct and will require the Instructor to maintain insurance naming the District as an additional insured. Additionally, the Instructor must provide the District with proof of insurance acceptable to the District prior to providing any riding lessons.

H. Section 8.N. – OPERATION OF LICENSEE'S COVERED VEHICLES UPON THE LICENSED PREMISES. Section 8 of the Agreement is hereby amended by adding the following new Section 8.N.:

> N. <u>Operation of Licensee's Covered Vehicles Upon the</u> <u>Licensed Premises.</u> Notwithstanding anything contained herein to the contrary, only the covered insureds listed on Licensee's Auto Insurance Liability Policy, may operate Licensee's covered vehicles upon the Licensed Premises for purposes of the License.

I. Section 13.B. - HOLD HARMLESS AGREEMENT. Section 13.B is hereby deleted in its entirety and replaced with the following new Section 13.B:

B. <u>Hold Harmless Agreement.</u> Except to the extent attributable to the negligence or intentional acts or omissions of the District, or its commissioners, officers, agents, or employees, Licensee, to the full extent permitted by law, shall protect, indemnify, and hold harmless, and defend the District and its commissioners, officers, agents, attorneys, volunteers, and employees from any and all losses, expenses,

claims, costs, causes, and damages including, without limitation, litigation costs and attorneys' fees and items relating to Subsection 12.C of this Agreement, that may arise or relate to, or be alleged to have arisen or relate to (i) Licensee's performance of, or failure to perform, its obligations under any of the terms or conditions of this Agreement; (ii) Licensee's maintenance, operation, or use of the Licensed Premises or Subject Property; or (iii) the Concession granted herein, and including any personal injuries or death or damages to property arising from, relating to, occurring, growing out of, incident to, or resulting directly or indirectly from the use and occupancy of the Licensed Premises or Subject Property by Licensee ("Claims"). The obligations of Licensee pursuant to this Section 13.8 shall not be limited by the amounts of any insurance provided by Licensee, including the insurance provided pursuant to Section 13.C of this Agreement.

Except to the extent (i) attributable to the negligence or intentional acts or omissions of Licensee or Licensee's members, employees, officers, directors, or agents; or (ii) it would waive or diminish any defense or immunity provided to the District pursuant to the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq., any successor to such Act, or any other statutory or common law immunity, the District shall indemnify and save harmless Licensee, its agents and members from and against any and all liabilities, claims, damages, expenses, attorneys' fees, costs, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of, or in any way connected with: (i) District's use, occupancy, management or control of the Premises; (ii) District's operations, conduct or activities in the Subject Property or any part thereof, or to the extent occasioned by any act or omission of District, its invitees, agents, contractors, employees or servants; (iii) any costs or claims arising out of the actions or operations of any prior licensee of the Subject Premises, including deferred maintenance of the Subject Premises.

J. Section 13.C.1. - COVERAGES AND LIMITS. Effective as of August 1, 2018, Section 13.C.1 is hereby deleted in its entirety and replaced with the following new Section 13.C.1:

C.1. Coverages and Limits. Licensee shall maintain at all times during the Term, the insurance coverages and minimum limits set forth in this Section 13. All insurance policies shall be issued from insurance companies holding at least an "A5" or better rating as rated by A.M. Best Company. The District shall be named as an Additional Insured on the following policies: Equine Care, Custody, and Control; Commercial General Liability; and Farm Catastrophe Liability Policies. The Additional

Insured endorsement shall identify the District as follows: "Lake County Forest Preserve District".

A. <u>Worker's Compensation</u>: Licensee shall maintain workers' compensation and employer's liability insurance with limits of not less than that required by applicable statute. Such insurance shall evidence that coverage applies in the State of Illinois.

B. <u>Equine Care, Custody, and Control Insurance</u>: This insurance shall be kept in force at any time that Licensee enters or occupies the Licensed Premises, shall have limits not less than:

- i. Per horse: \$5,000
- ii. Aggregate: \$25,000

C. <u>Commercial General Liability</u>: Licensee shall maintain commercial general liability ("CGL") insurance with limits of not less than:

- (1) General Aggregate: \$2,000,000
- (2) Occurrence Limit:
 - a. \$1,000,000 per occurrence
 - b. \$2,000,000 aggregate
- (3) Other Coverages:
 - □ Premises/Operations
 - □ Personal Injury
 - Bodily Injury and Property Damage "X", "C", and "U" are not excluded

D. <u>Auto Insurance Liability</u>: This insurance shall be kept in force at any time that Licensee enters or occupies the Licensed Premises, shall cover vehicles owned, non-owned, or hired, and shall have limits not less than:

- i. Bodily Injury Liability: \$250,000 each person and \$500,000 each accident
- ii. Property Damage Liability: \$100,000 each accident
- iii. Medical Coverage: \$5,000 each person

E. <u>Farm Catastrophe Liability Policy</u>: Licensee shall maintain farm catastrophe liability coverage with limits of not less than:

- (1) Per Occurrence: \$1,000,000
- (2) Aggregate: \$1,000,000

F. <u>Personal Umbrella Policy</u>: Licensee shall maintain personal umbrella liability insurance with limits of not less than:

- (1) General Liability: \$1,000,000
- (2) Retained Limit: \$250

G. <u>Evidence of Insurance</u>: Licensee has provided, and will in the future provide, to the District, within ten (10) days after receipt of a request from the District, certificates of insurance acceptable to the District and, if requested by the District, applicable policies and policy endorsements executed by a duly-authorized representative of each insurer, evidencing compliance with the insurance requirements of this Section 13.

K. Section 13.C.2. - UMBRELLA POLICY. Section 13.C.2 is hereby deleted in its entirety.

L. Section 13.C.3. • POLICY REQUIREMENTS. Section 13.C.3 is hereby deleted in its entirety.

M. Section 13.C.4. • DISTRICT AS ADDITIONAL INSURED. Section 13.C.4 is hereby deleted in its entirety.

N. Section 13.C.5. • FIRE AND OTHER CASUALTY LOSSES. Section 13.C.5 is hereby deleted in its entirety, renumbered as Section 13.C.2 and replaced with the following new Section 13.C.2:

2. Fire and Other Casualty Losses. If fire or other casualty damages the Licensed Premises, Licensee may unilaterally elect to terminate this Agreement. If fire or other casualty damages the Licensed Premises, the District may unilaterally elect to terminate this Agreement if the cost to repair such damages is more than 30% of the value of the horse stable, the indoor arena, and the ancillary buildings on the Licensed Premises. Upon such a termination, all of Licensee's obligations shall terminate and expire effective as of the date of the casualty, other than obligations that survive the expiration of the Term or earlier termination of this Agreement and Licensee's obligations for any accrued but unpaid or unsatisfied License Fee. In the event of fire or casualty, the District has no obligation to re-build or repair any portion of the Licensed Premises. Licensee shall notify the District in writing within seven (7) days if any fire or casualty occurs on the Licensed Premises. If a party does not terminate this Agreement within 30 days after a fire or casualty, then (i) both parties waive their right of termination, (ii) Licensee shall utilize available insurance proceeds to repair the damages caused by such fire or casualty promptly with diligence and in a good and workmanlike manner, and (iii) the License Fees shall (a) abate completely for any period of time during which Licensee, because of the fire or casualty, does not make any stalls available to Customers and (b) for any period of time during which Licensee makes stalls available to Customers, be reduced by a fraction, the numerator of which is the number of stalls that Licensee has not made

available to Customers because of the fire or casualty and the denominator of which is 55.

O. Section 13.C.6. - WAIVER OF SUBROGATION. Section 13.C.6 is hereby renumbered as Section 13.C.3.

P. Section 20.A. – District Property. Section 20.A. is hereby amended by adding the following sentence:

Licensee shall arrange for the removal of all horses from the Licensed Premises by the last date of the Term.

Section 3. New Exhibits.

Exhibits G and H attached to this First Amendment are hereby added to the Agreement.

Section 4. Agreement in Full Force and Effect; Definitions.

Except as herein amended, the provisions, conditions, and terms of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto. Capitalized terms used in this First Amendment shall have the same definitions as set forth in the Agreement to the extent such capitalized terms are defined therein and are not defined differently in this First Amendment.

[Signature Page Follows]

Attest:

By:

Secretary

Lake County Forest Preserve District

By:

By:

President

Date:_____

Townline Stables, LLC,

an Illinois limited liability company

Witness:

Manager

Date:

Exhibit G

General Depiction of Location of House and Apartment

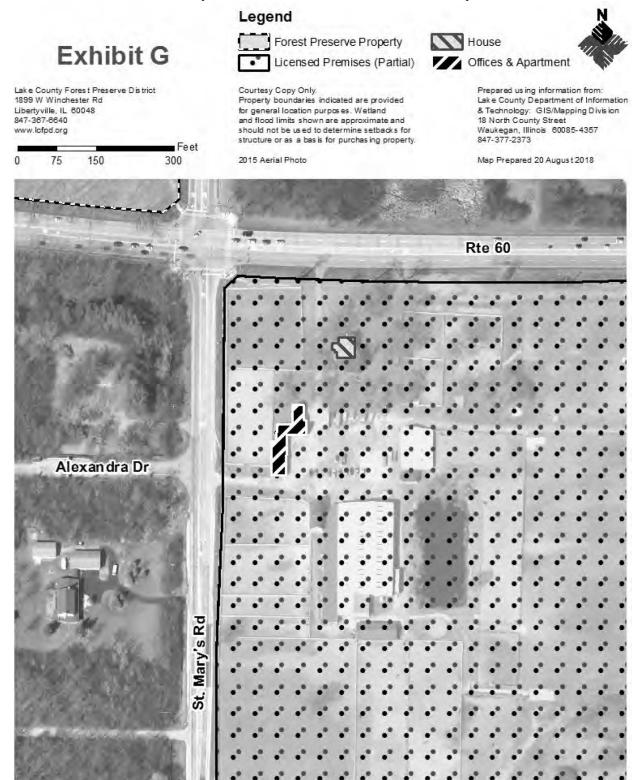


Exhibit H

Licensee Improvements

- Rubber mats
- Tanks
- Tank heaters
- Buckets
- Blanket bars
- Light fixtures
- Ceiling fans
- Furniture
- Solar panels
- Tools
- Equipment

Licensee Fixtures

- Metal gates
- Arena doors
- Garage doors
- Stable doors
- Windows
- Doors and windows in the homes
- Pasture and paddock gates