



**AGENDA**  
**REGULAR MEETING OF THE OAK BROOK PARK DISTRICT**  
**BOARD OF COMMISSIONERS**  
**May 20, 2019 – 6:30 p.m.**  
**Canterberry Room**

1. CALL TO ORDER THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS AND ROLL CALL
  - a. Approval by a majority of the Commissioners present to allow Commissioner Carson to attend the meeting by audio conference, as she is unable to physically attend because of a family or other emergency as provided in section I-G-1 of the Board Rules.
2. OPEN FORUM
3. CONSENT AGENDA
  - a. APPROVAL OF MAY 20, 2019 AGENDA
  - b. APPROVAL OF MINUTES
    - i. April 15, 2019 Regular Meeting Minutes
  - c. APPROVAL OF FINANCIAL STATEMENT ENDING APRIL 30, 2019
    - i. Approval of Warrant No. 623
4. ANNUAL MEETING
  - a. Administration of Oath of Office by Judge Ann C. Walsh
    - i. To Newly Elected Park Commissioner Lara Suleiman
  - b. Election of Park Board President and Vice President
  - c. Appointment of Board Secretary and Treasurer
5. COMMUNICATIONS/PROCLAMATIONS
  - a. Board of Commissioners to share communications
  - b. Semi-annual review of the Oak Brook Park District Strategic Plan
6. STAFF RECOGNITION
  - a. None
7. REPORTS:
  - a. Administrative, IT, and Marketing Report
  - b. Finance & Human Resources Report
  - c. Recreation & Facilities Report
  - d. Parks & Planning Report





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8. UNFINISHED BUSINESS

- a. Ordinance 19-0520: An Ordinance Declaring Surplus Personal Property and Authorizing Conveyance or Sale Thereof
- b. Tennis Center Air Handling Unit Replacement Bid
- c. 2019 Amendment to the Oak Brook Park District Executive Director Employment Agreement
- d. Amendment to the Conservation Easement Between the Conservation Foundation and the Oak Brook Park District for the Oak Brook Park District Dorothy and Sam Dean Nature Sanctuary

9. NEW BUSINESS

- a. Resolution 19-0617: A Resolution Amending the Agreement Between the Oak Brook Park District and Conservation Land Stewardship, Inc., for Natural Areas Stewardship Project
- b. Resolution 19-0618: A Resolution Amending the Agreement Between the Oak Brook Park District and Hagg Press, Inc. for Brochure Printing and Mailing Services
- c. Wight & Company Central Park North Concept Plan
- d. Agreement between the Oak Brook Park District and Wight & Company for the Central Park Design Development Phase
- e. Resolution 19-0619: A Resolution of Authorization by the Oak Brook Park District for OSRAD Grant Program Application for Central Park Improvements
- f. Resolution 19-0620: Resolution Authorizing and Directing Staff to Proceed with Rezoning of Property Commonly Known as The McDonald's Property

10. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON JUNE 17, 2019

11. ADJOURNMENT





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**May 20, 2019 – 6:30 p.m.**  
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1. CALL TO ORDER THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS AND ROLL CALL

- a. Approval by a majority of the Commissioners present to allow Commissioner Carson to attend the meeting by audio conference, as she is unable to physically attend because of a family or other emergency as provided in section I-G-1 of the Board Rules.

*[Call to Order the Regular Meeting of the Oak Brook Park District Board of Commissioners and ask the Recording Secretary to conduct the Roll Call.]*

*Request a Motion and a Second to allow Commissioner Carson to attend the meeting by audio conference, as she is unable to physically attend because of family or other emergency as provided in section I-G-1 of the Board Rules. **Roll Call Vote***

2. OPEN FORUM *[Ask whether there are any public comments under “Open Forum.” If necessary, the President may advise speakers to observe the rules set forth in Section 1.1VII B of the Rules of the Board of Park Commissioners.]*

3. CONSENT AGENDA *[Request a motion (and second) to approve taking a Single Omnibus Vote on the Consent Agenda, as Presented. **Roll Call Vote—VOTE MUST BE UNANIMOUS.***

*Then ask for a motion (and second) to approve the Consent Agenda, as presented. **Roll Call Vote...***

a. APPROVAL OF MAY 20, 2019 AGENDA

b. APPROVAL OF MINUTES

- i. April 15, 2019 Regular Meeting Minutes

c. APPROVAL OF FINANCIAL STATEMENT ENDING APRIL 30, 2019

- i. Approval of Warrant No. 623

4. ANNUAL MEETING

- a. Administration of Oath of Office by Judge Ann C. Walsh  
i. To Newly Elected Park Commissioner Lara Suleiman

*[Judge Ann C. Walsh will administer the Oath of Office to Commissioner Lara Suleiman. Photos will be taken.]*





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**ANNUAL MEETING** - continued

b. Election of Park Board President and Vice President

*[President Knitter requests for nominations to be made for Board President. When all nominations have apparently been made, she announces that nominations are closed. If there is only one nomination, she asks for a Motion (and Second) to elect \_\_\_\_\_ as President.*

*Voice Vote -- "All in favor". If there is more than one nomination, a Motion (and Second) is taken for the first nominee. Roll Call Vote. If the first nominee is not elected by 3 votes, a Motion (and Second) is taken for the second nominee, and the process is repeated until a President is elected by Roll Call Vote. Once a President is elected, the President takes the Chair, and repeats the above process for nominees for Vice President]*

c. Appointment of Board Secretary and Treasurer

*[The President states that the current Board Secretary is Executive Director Laure Kosey. The President proposes that, since the Board's secretary has traditionally been the Executive Director, Laure Kosey should be reappointed to serve as Secretary unless any Board member has an objection. If not, the President asks for a Motion (and Second) to appoint Laure Kosey as the District's Secretary. Voice Vote – "All in favor". If there is an objection, ask for proposed names for the appointment and proceed as with the appointment below.*

*Then, the President asks for nominations for Treasurer. When all nominations have apparently been made, the President announces that nominations are closed. If there is only one nomination, the President asks for a Motion (and Second) to appoint \_\_\_\_\_ as Treasurer. Voice Vote -- "All in favor". If there is more than one nomination, a Motion (and Second) is taken for the first nominee. Roll Call Vote. If the first nominee is not approved for appointment by 3 votes, a Motion (and Second) is taken for the second nominee, and the process is repeated until a Treasurer is appointed by Roll Call Vote]*

5. **COMMUNICATIONS/PROCLAMATIONS** *[Discussion Only]*

- a. Board of Commissioners to share communications
- b. Semi-annual review of the Oak Brook Park District Strategic Plan





**AGENDA**  
**REGULAR MEETING OF THE OAK BROOK PARK DISTRICT**  
**BOARD OF COMMISSIONERS**  
**May 20, 2019 – 6:30 p.m.**  
**Canterberry Room**

6. STAFF RECOGNITION

- a. None

7. REPORTS: [Discussion Only]

- a. Administrative, IT, and Marketing Report  
b. Finance & Human Resources Report  
c. Recreation & Facilities Report  
d. Parks & Planning Report

8. UNFINISHED BUSINESS

- a. Ordinance 19-0520: An Ordinance Declaring Surplus Personal Property and Authorizing Conveyance or Sale Thereof *[Request a motion and a second to Approve Ordinance 19-0520: An Ordinance Declaring Surplus Personal Property and Authorizing Conveyance or Sale Thereof. **Roll Call Vote...**]*

- b. Tennis Center Air Handling Unit Replacement Bid *[Request a motion and a second to reject the base and alternate bids of Amber Mechanical for a price of \$225,000 due to a contractor pricing error and their desire to withdraw their bid. **Roll Call Vote...**]*

*The request a motion and a second to accept the base bid and reject the alternate bid of Kandu Construction, Inc. for the Tennis Center Air Handling Unit Replacement and to Approve an Agreement Between the Oak Brook Park District and Kandu Construction, Inc. for the Base Bid Work for a Not-to-Exceed Cost of \$218,000. **Roll Call Vote...**]*

- c. 2019 Amendment to the Oak Brook Park District Executive Director Employment Agreement *[Request a motion and a second to approve the 2019 Amendment to the Oak Brook Park District Executive Director Employment Agreement as presented. **Roll Call Vote...**]*

- d. Amendment to the Conservation Easement Between the Conservation Foundation and the Oak Brook Park District for the Oak Brook Park District Dorothy and Sam Dean Nature Sanctuary *[Request a motion and a second to approve the Amendment to the Conservation Easement Between the Conservation Foundation and the Oak Brook Park District for the Oak Brook Park District Dorothy and Sam Dean Nature Sanctuary. **Roll Call Vote...**]*





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**Canterberry Room**

9. **NEW BUSINESS** *[For Review and Discussion Only.]*
  - a. Resolution 19-0617: A Resolution Amending the Agreement Between the Oak Brook Park District and Conservation Land Stewardship, Inc., for Natural Areas Stewardship Project
  - b. Resolution 19-0618: A Resolution Amending the Agreement Between the Oak Brook Park District and Hagg Press, Inc. for Brochure Printing and Mailing Services
  - c. Wight & Company Central Park North Concept Plan
  - d. Agreement between the Oak Brook Park District and Wight & Company for the Central Park Design Development Phase
  - e. Resolution 19-0619: A Resolution of Authorization by the Oak Brook Park District for OSLAD Grant Program Application for Central Park Improvements
  - f. Resolution 19-0620: Resolution Authorizing and Directing Staff to Proceed with Rezoning of Property Commonly Known as The McDonald's Property
  
10. **THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON JUNE 17, 2019** *[Announce the next Regular Meeting of the Oak Brook Park District Board of Commissioners will be held on June 17, 2019, 6:30 p.m.]*
  
11. **ADJOURNMENT** *[Request a motion and a second to adjourn the May 20, 2019 Regular Meeting of the Oak Brook Park District Board of Commissioners. All in Favor...]*



**MINUTES OF THE  
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT  
BOARD OF COMMISSIONERS  
April 15, 2019 – 6:30 p.m.  
Canterberry Room**

1. PUBLIC HEARING- FOR THE PROPOSED BUDGET AND APPROPRIATION ORDINANCE FOR FISCAL YEAR MAY 1, 2019 – APRIL 30, 2020 *(Notice of the Public Hearing was published in the Doings-Oak Brook Newspaper – April 4, 2019)*

- a. Call to Order and Roll Call

President Knitter called the Public Hearing for the proposed Budget and Appropriation Ordinance for Fiscal Year May 1, 2019 – April 30, 2020 at 6:30 p.m. Commissioners Carson, Tan, Truedson and Knitter answered “present.” Commissioner Trombetta was absent. Also present was Laure Kosey, Executive Director, Nicole Karas, Park District Attorney, Marco Salinas, Chief Financial Officer, Dave Thommes, Deputy Director, and Bob Johnson, Director of Parks and Planning.

- b. Public Hearing for the Proposed Budget and Appropriation Ordinance for Fiscal Year May 1, 2019 – April 30, 2020

President Knitter asked whether there are any public comments on the Proposed Budget and Appropriation Ordinance.

There were no public comments made.

- c. Adjournment of Public Hearing

Motion: Commissioner Tan made a motion, seconded by Commissioner Truedson, to adjourn the Public Hearing at the hour of 6:31 p.m.

There was no discussion, and the motion passed by voice vote.

2. CALL TO ORDER THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS AND ROLL CALL

President Knitter called the Regular Meeting of the Oak Brook Park District to order at 6:31 p.m. in the Recreation Center’s Canterberry Room. Commissioners Carson, Tan, Truedson, Trombetta and Knitter answered “present.” Also present was Laure Kosey, Executive Director, Nicole Karas, Park District Attorney, Marco Salinas, Chief Financial Officer, Dave Thommes, Deputy Director, and Bob Johnson, Director of Parks and Planning.

3. OPEN FORUM

President Knitter asked if there was anyone in the audience who wished to address the Board.

No one addressed the Board.

4. CONSENT AGENDA

Motion: Commissioner Carson made a motion, seconded by Commissioner Tan, to approve taking a single omnibus vote on the Consent Agenda, as presented.

There was no discussion, and the motion passed by roll call vote.

Ayes: Commissioners Carson, Tan, Truedson and President Knitter

Nays: None

Absent: Commissioner Trombetta

Motion: Commissioner Tan made a motion seconded by Commissioner Carson, to approve the consent agenda, as presented.

There was no discussion, and the motion pass by roll call vote.

Ayes: Commissioners Carson, Tan, Truedson and President Knitter

Nays: None

Absent: Commissioner Trombetta

#### APPROVAL OF April 15, 2019 AGENDA

##### a. APPROVAL OF MINUTES

i. March 18, 2019 Regular Meeting Minutes

##### b. APPROVAL OF FINANCIAL STATEMENT ENDING MARCH 31, 2019

i. Approval of Warrant No. 622

#### 5. COMMUNICATIONS/PROCLAMATIONS

##### a. Board of Commissioners to share communications:

President Knitter asked if there was anyone on the Board who wished to share communications.

Laure Kosey said there is a proposed bill in Springfield brought forth by the DuPage County Visitor's Bureau which, if passed, would increase the hotel tax by 2% in DuPage County. She said the Bureau asked her if the Park District would support the bill, while the Oak Brook Chamber of Commerce asked us not to support it. She said the reason the Chamber of Commerce does not want us to endorse the bill is that they believe there is no guarantee that the additional funds would go to Oak Brook. She also said that the Chamber asked her to write a letter of dissent regarding the bill. Ms. Kosey said she believes the best approach is to do nothing and remain neutral on this issue. She asked Board members that if approached by anyone regarding this matter, to please direct the person(s) to her. She did note that she heard that this bill does have traction and will most likely pass.

##### b. Recognition of Commissioner Kathy Carson's Twelve Years of Service

As this meeting was the last for Commissioner Carson, President Knitter and the Board recognized her for her dedication and great balance of pragmatism and visionary thinking that she has brought to the Board.

Commissioner Carson thanked the Board for their kind words and said she really enjoyed being on the Board and working with such a great team.

A picture was taken.

##### c. Board of Park Commissioner Programming Ideas for Central Park North Fields with Wight & Company

Patty King, Senior Landscape Architect and Lara Remitz, Landscape Designer at Wight & Company, provided a presentation to the Board regarding the proposed renovations at the newly acquired North Fields. She said she would like to receive input this evening from the Board. She also said that in addition to the Board's input, she will seek community input which will consist of a survey to be sent to residents from April 22, 2019, through May 5, 2019, as well as three community workshops to be held on May 7, 2019 (7:00 a.m. noon, and 7:00 p.m.) at the Family Recreation Center.



Ideas that Wight & Company have already on the list for consideration include soccer/lacrosse fields, a synthetic turf field(s), LED lighting, a pedestrian bridge across Ginger Creek, walking/biking trails with seating, bocce ball courts, fitness stations, concessions & restroom building, parking, picnic shelters, play equipment/challenge course, and signage.

Ms. King said an OSLAD grant for this project would be sought.

In regard to parking, Ms. King noted that agreements may be sought with nearby businesses to share their parking lots.

Commissioner Tan said he would like to see something in the plan that would make the land usable in the winter such as curling or cross-country skiing.

Commissioner Truedson suggested a field useable for cricket, a bigger band shell, and an area for drone hobbyists.

President Knitter questioned whether a vegetable garden could be included at this site. Ms. Kosey said she recommends that vegetable gardens be located at the Dean Nature Sanctuary is it may be a better fit for gardening.

Commissioner Truedson asked if there has been any thought about building stands or bleachers near the fields. He also suggested that illumination be installed to attract people in the evening.

Ms. Kosey said she has already contacted ComEd about bringing electrical service to the fields which she said could be done via the Central Park West building.

Commissioner-Elect, Lara Suleiman, who was present at the meeting, suggested offering fishing.

Commissioner Carson suggested planting trees.

President Knitter said she would like to see the trails wind through the property rather than simply looping around the perimeter. Ms. King confirmed that the paths would definitely wind through the property.

President Knitter also suggested that the site could accommodate activities such as QR code scanning and geocaching in order to attract 10-12-year-old kids.

Commissioner Tan suggested planting an ornamental garden for outdoor weddings and other ceremonies.

Commissioner Truedson said it is important that conduit be installed for any future lighting needs.

Commissioner Tan suggested the possibility of using Ginger Creek for watering the fields and asked staff to check with the Village to see if this is possible.

Ms. King said there has been discussion about eventually digging a well in the future for watering.

Commissioner Truedson suggested offering bike rentals. Ms. Kosey said staff has already been inquiring about this as well as including Tesla charging stations at the future parking lot at the fields.

Commissioner Truedson also said that security cameras should be included.

Ms. King thanked the Board for their suggestions and concluded her presentation.

## 6. STAFF RECOGNITION

### a. Allegra Wozniak, new Aquatic Supervisor

President Knitter and the Board welcomed Ms. Wozniak to her new position as Aquatic Supervisor which will focus on the village's Bath and Tennis outdoor pool when it is open and the Aquatic Center for the balance of the year. Ms. Wozniak was previously working at the Aquatic Center on a part-time basis.

## 7. REPORTS:

### a. Administrative, IT, and Marketing Report

Laura Kosey presented her report, which can be found in the Park District records.

There were no questions or comments regarding Ms. Kosey's report.

### b. Finance & Human Resources Report

Finances are doing well. All three funds have surplus.

President Knitter asked staff why preschool programming is not doing well.

Ms. Kosey said there is less enrollment not only here but throughout Oak Brook. Karen Spandikow, Assistant Director of Recreation, who was in the audience, said that we may scale back to only one full-time class next year, but have been pushing hard on preschool promotions for next year, nonetheless.

Mr. Salinas said the Park District has recently signed new agreements for electricity and natural gas providers, which will be saving \$20,000 in electricity over four years and \$17,000 in natural gas over three years. He also noted that for participation in the emergency test program, which we enrolled in last year, the Park District has been saving \$3,000 per month in electricity.

Mr. Salinas discussed a necessary amendment to the 2018-2019 budget regarding the recent purchase of the North Fields. He said the issuance of bonds for the purchase of this property occurred after the budget was approved and the amendment will update the budget to reflect this purchase.

There were no further questions or comments regarding Mr. Salinas's report.

### c. Recreation & Facilities Report

Dave Thommes presented his report, which can be found in the Park District records.

Mr. Thommes highlighted upcoming events including the Underwater Egg Hunt, the Bunny Basket Delivery, and the Pink 5K Run.

There were no questions or comments regarding Mr. Thommes's report.

d. Parks & Planning Report

Bob Johnson presented his report, which can be found in the Park District records.

Mr. Johnson said the company, Trugreen, will be treating the soccer fields soon in order to improve the quality of soccer fields.

Mr. Johnson said there has been no update received from IDOT regarding the land acquisition at the Dean Nature Sanctuary. He said we are still waiting for their appraisal.

There were no questions or comments regarding Mr. Johnson's report.

8. UNFINISHED BUSINESS

- a. Ordinance 19-0415: An Ordinance Setting Forth the Budget and Making Appropriations of Sums of Money for all of the Necessary Expenditures of the Oak Brook Park District of Cook and DuPage Counties, Illinois, for the Corporate Purpose for the Fiscal Year Beginning May 1, 2019 and Ending April 30,2020

Motion: Commissioner Tan made a motion, seconded by Commissioner Truedson, to approve Ordinance 19-0415: An ordinance setting forth the budget and making appropriations of sums of money for all of the necessary expenditures of the Oak Brook Park District of Cook and DuPage Counties, Illinois, for the corporate purpose for the fiscal year beginning May 1, 2019 and ending April 30, 2020.

There was no discussion, and the motion passed by roll call vote.

Ayes: Commissioners Carson, Tan, Truedson and President Knitter

Nays: None

Absent: Commissioner Trombetta

- b. Ordinance 19-0416: An Ordinance for Transferring Anticipated Unexpended Funds from Certain Appropriation Items to Other Items of Appropriation

Motion: Commissioner Tan made a motion, seconded by Commissioner Truedson, to approve Ordinance 19-0416: An Ordinance for transferring anticipated unexpended funds from certain appropriation items to other items of appropriation.

There was no discussion, and the motion passed by roll call vote.

Ayes: Commissioners Carson, Tan, Truedson and President Knitter

Nays: None

Absent: Commissioner Trombetta

- c. Renewal of the Intergovernmental Agreement Dated March 10, 2008 and amended April 16, 2018, by and between the Board of Education of Butler School District # 53, the Oak Brook Park District and the LaGrange Area Department of Special Education for a Cooperative Preschool Program at The Oak Brook Park District Recreation Center.

Motion: Commissioner Tan made a motion, seconded by Commissioner Truedson, to approve the renewal of the Intergovernmental Agreement Dated March 10, 2008 and amended April 16, 2018, by and between the Board of Education of Butler School District # 53, the Oak Brook Park District and the LaGrange Area Department of Special Education for a Cooperative Preschool Program at The Oak Brook Park District Recreation Center.

There was no discussion, and the motion passed by roll call vote.

Ayes: Commissioners Carson, Tan, Truedson and President Knitter

Nays: None

Absent: Commissioner Trombetta

- d. Renewal of the Intergovernmental Agreement Dated January 18, 2016, By and Between the Board of Education of Butler School District #53 and the Oak Brook Park District for a Before and After School Program at Brook Forest Elementary School.

Motion: Commissioner Tan made a motion, seconded by Commissioner Carson, to approve the Renewal of the Intergovernmental Agreement Dated January 18, 2016, by and between the Board of Education of Butler School District #53 and the Oak Brook Park District for a before and after school program at Brook Forest Elementary School.

There was no discussion, and the motion passed by roll call vote.

Ayes: Commissioners Carson, Tan, Truedson and President Knitter

Nays: None

Absent: Commissioner Trombetta

- e. Resolution 19-0417: A Resolution Amending the Agreement Between the Oak Brook Park District and Next Generation Screen Printing and Apparel, Inc. for Apparel Screen Printing and Embroidery Services

Motion: Commissioner Carson made a motion, seconded by Commissioner Tan, to approve Resolution 19-0417: A Resolution amending the agreement between the Oak Brook Park District and Next Generation Screen Printing and Apparel, Inc. for apparel screen printing and embroidery services.

There was no discussion, and the motion passed by roll call vote.

Ayes: Commissioners Carson, Tan, Truedson and President Knitter

Nays: None

Absent: Commissioner Trombetta

## 9. NEW BUSINESS

- a. Ordinance 19-0418: Supplemental Appropriation Ordinance of the Oak Brook Park District for the Fiscal Year Beginning May 1, 2018 and Ending April 30, 2019 \*\*\* Requires waiving the Board Rules to approve at this meeting.

Motion: Commissioner Tan made a motion, seconded by Commissioner Carson, to waive the board rules to approve at this Meeting Ordinance 19-0418: Supplemental Appropriation Ordinance of the Oak Brook Park District for the fiscal year beginning May 1, 2018, and ending April 30, 2019.

There was no discussion, and the motion passed by roll call vote.

Ayes: Commissioners Carson, Tan, Truedson and President Knitter

Nays: None

Absent: Commissioner Trombetta

Motion: Commissioner Tan made a motion, seconded by Commissioner Carson, to approve Ordinance 19-0418: Supplemental Appropriation Ordinance of the Oak Brook Park District for the fiscal year beginning May 1, 2018 and ending April 30, 2019.

Mr. Salinas said this ordinance allows the Park District to appropriate the fees and funds used to purchase the North Fields.

There was no discussion, and the motion passed by roll call vote.

Ayes: Commissioners Carson, Tan, Truedson and President Knitter

Nays: None

Absent: Commissioner Trombetta

- b. Ordinance 19-0520: An Ordinance Declaring Surplus Personal Property and Authorizing Conveyance or Sale Thereof

This matter was presented for review and discussion only.

There was no discussion regarding this matter.

- c. Tennis Center Air Handling Unit Replacement Bid

This matter was presented for review and discussion only.

Ms. Kosey said we will have a recommendation for a contractor for this work at next month's meeting as the bidding process is currently underway.

There was no further discussion regarding this matter.

- d. Family Recreation Center Drop Ceiling Replacement

This matter was presented for review and discussion only.

Ms. Kosey said the tile replacement will be in the main lobby area.

There was no further discussion regarding this matter.

- 10. ADJOURN TO CLOSED SESSION: For the purpose of discussing and approving Closed Meeting Minutes pursuant to 5 ILCS 120/2(c)(21), for the Semi Annual Review of Closed Meeting Minutes pursuant to 5 ILCS 120/2.06(d), and for the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the District pursuant to 5 ILCS 120/2(c)(1) of the Open Meetings Act.

Motion: Commissioner Tan made a motion, seconded by Commissioner Carson, to adjourn the Open Session of the Regular Board Meeting at the hour of 7:34 p.m. and convene to the Closed Session for the purpose of discussing and approving Closed Meeting Minutes pursuant to 5 ILCS 120/2(c)(21), for the semi-annual review of closed meeting minutes pursuant to 5 ILCS 120/2.06(d), and for the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the District pursuant to 5 ILCS 120/2(c)(1) of the Open Meetings Act.

There was no discussion, and the motion passed by roll call vote.

Ayes: Commissioners Carson, Tan, Truedson and President Knitter

Nays: None

Absent: Commissioner Trombetta

11. CLOSED SESSION

- a. Discussion and Approval of Closed Meeting Minutes, December 17, 2018
- b. Semi-Annual Review of Closed Meeting Minutes for Release
  - i. Resolution 19-0521: A Resolution Regarding the Review of Minutes for Closed Meetings January 1989 – December 31, 2018
- c. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the District

12. RECONVENE OPEN SESSION

Motion: Commissioner Truedson made a motion, seconded by Commissioner Carson, to adjourn the Closed Session and reconvene the Open Session of the April 15, 2019 Regular Meeting at the hour of 7:51 p.m.

There was no discussion, and the motion passed by roll call vote.

Ayes: Commissioners Carson, Tan, Truedson and President Knitter

Nays: None

Absent: Commissioner Trombetta

13. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON MAY 20, 2019

14. President Knitter announced the next Regular Meeting of The Oak Brook Park District Board of Park Commissioners will be held on May 20, 2019, 6:30 p.m.

15. ADJOURNMENT

Motion: Commissioner Carson made a motion seconded by Commissioner Tan, to adjourn the regular meeting at the hour of 7:51 p.m.

There was no discussion, and the motion passed by voice vote.

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Laure L. Kosey, Executive Director

**Oak Brook Park District**  
**General Fund Revenue and Expenditure Summary - Unaudited**  
**Fiscal Year-to-Date Activity through April 30, 2019 and 2018**  
**100.00% completed (12 out of 12 months)**

	Fiscal Year 2018/2019- Highlighted items reflect more than 8.33% variance								Highlighted items reflect more than 10% change		
	Original Annual Budget	Amended Annual Budget	April 2019 Actual	Year-To-Date Actual	Encumbered	Year-To-Date Actual + Encumbered	Y-T-D Actual, as a % of Amended Annual Budget	Fiscal Year 2017/2018 Year-To-Date Actual	2018/2019 Y-T-D Actual Higher/(Lower) than 2017/2018 Y-T-D	Percent Change	
<b>REVENUES</b>											
Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ 1,615,916	\$ (1,615,916)	-100.0%	
Finance											
Property Taxes	1,305,765	1,305,765	-	1,378,736	-	1,378,736	105.6%	-	1,378,736	N/A	
Personal Prop. Repl. Taxes	84,012	84,012	21,142	87,182	-	87,182	103.8%	-	87,182	N/A	
Investment Income	11,000	11,000	931	11,524	-	11,524	104.8%	-	11,524	N/A	
Other	3,000	3,000	1,630	20,176	-	20,176	672.5%	-	20,176	N/A	
Central Park	97,000	97,000	23,530	124,801	-	124,801	128.7%	123,352	1,448	1.2%	
Dean Property	-	-	-	3,000	-	3,000	N/A	-	3,000	N/A	
Building-Recreation Center	978,204	978,204	135,523	893,546	-	893,546	91.3%	912,403	(18,857)	-2.1%	
Central Park West	80,625	80,625	1,611	65,823	-	65,823	81.6%	73,737	(7,914)	-10.7%	
<b>TOTAL REVENUES</b>	<b>\$ 2,559,606</b>	<b>\$ 2,559,606</b>	<b>\$ 184,367</b>	<b>\$ 2,584,787</b>	<b>\$ -</b>	<b>\$ 2,584,787</b>	<b>101.0%</b>	<b>\$ 2,725,408</b>	<b>\$ (140,622)</b>	<b>-5.2%</b>	
<b>EXPENDITURES</b>											
Administration	\$ 436,174	\$ 440,639	\$ 29,984	\$ 413,916	\$ 5,308	\$ 419,224	93.9%	\$ 816,701	\$ (402,785)	-49.3%	
Finance	494,615	468,619	30,362	393,825	3,040	396,865	84.0%	-	393,825	N/A	
Central Park North	-	3,900	328	328	-	328	8.4%	-	328	N/A	
Central Park	605,602	605,602	37,351	534,470	17,096	551,566	88.3%	569,134	(34,664)	-6.1%	
Saddlebrook Park	30,262	30,262	1,012	15,673	1,897	17,570	51.8%	11,459	4,214	36.8%	
Forest Glen Park	27,961	27,961	932	22,667	1,994	24,661	81.1%	18,391	4,276	23.3%	
Chillem Park	9,621	9,621	380	5,025	552	5,577	52.2%	5,628	(603)	-10.7%	
Dean Property	10,641	13,191	150	8,212	1,096	9,308	62.3%	13,584	(5,373)	-39.5%	
Professional Services	62,200	62,200	4,706	41,834	-	41,834	67.3%	38,607	3,227	8.4%	
Contracts- Maint. DNS	27,000	27,000	4,827	10,278	-	10,278	38.1%	24,542	(14,264)	-58.1%	
Building-Recreation Center	923,174	931,617	58,893	803,098	15,537	818,635	86.2%	852,563	(49,465)	-5.8%	
Central Park West	63,066	69,704	3,504	43,279	1,137	44,416	62.1%	38,890	4,389	11.3%	
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,690,316</b>	<b>\$ 2,690,316</b>	<b>\$ 172,429</b>	<b>\$ 2,292,605</b>	<b>\$ 47,658</b>	<b>\$ 2,340,263</b>	<b>85.2%</b>	<b>\$ 2,389,498</b>	<b>\$ (96,893)</b>	<b>-4.1%</b>	
<b>TRANSFERS OUT</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ 150,000</b>	<b>100.0%</b>	<b>\$ 410,000</b>	<b>\$ (260,000)</b>	<b>N/A</b>	
<b>TOTAL EXPENDITURES AND TRANSFERS OUT</b>	<b>\$ 2,840,316</b>	<b>\$ 2,840,316</b>	<b>\$ 172,429</b>	<b>\$ 2,442,605</b>	<b>\$ 47,658</b>	<b>\$ 2,490,263</b>	<b>86.0%</b>	<b>\$ 2,799,498</b>	<b>\$ (356,893)</b>	<b>-12.7%</b>	
<b>REVENUES OVER (UNDER) EXPENDITURES AND TRANSFERS OUT</b>	<b>\$ (280,710)</b>	<b>\$ (280,710)</b>	<b>\$ 11,938</b>	<b>\$ 142,182</b>	<b>\$ (47,658)</b>	<b>\$ 94,524</b>	<b>-50.7%</b>	<b>\$ (74,090)</b>	<b>\$ 216,271</b>	<b>-291.9%</b>	

**Note>** Fiscal year 2018/2019 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing current fiscal year to prior fiscal year, highlighted items reflect a variance of +/-10.00% or greater.

**Oak Brook Park District**  
**Recreation Fund Revenue and Expenditure Summary - Unaudited**  
**Fiscal Year-to-Date Activity through April 30, 2019 and 2018**  
**100.00% completed (12 out of 12 months)**

	Fiscal Year 2018/2019- Highlighted items reflect more than 8.33% variance							Highlighted items reflect more than 10% change		
	Original Annual Budget	Amended Annual Budget	April 2019 Actual	Year-To-Date Actual	Encumbered	Year-To-Date Actual + Encumbered	Y-T-D Actual, as a % of Amended Annual Budget	Fiscal Year 2017/2018 Year-To-Date Actual	2018/2019 Y-T-D Actual Higher/ (Lower) than 2017/2018 Y-T-D	Percent Change
<b>REVENUES</b>										
<b>Administration</b>										
Property Taxes	\$ 900,000	\$ 900,000	\$ -	\$ 890,548	\$ -	\$ 890,548	98.9%	\$ 881,023	\$ 9,525	1.1%
Personal Prop. Repl. Taxes	26,448	26,448	6,656	27,446	-	27,446	103.8%	30,349	(2,903)	-9.6%
Investment Income	12,000	12,000	1,975	17,071	-	17,071	142.3%	15,863	1,209	7.6%
Other	3,000	3,000	245	1,741	-	1,741	58.0%	2,041	(299)	-14.7%
<b>Fitness Center</b>	857,121	857,121	70,324	842,827	-	842,827	98.3%	813,554	29,273	3.6%
<b>Aquatic Center</b>	485,062	485,062	36,898	492,888	-	492,888	101.6%	482,394	10,494	2.2%
<b>Aquatic Recreation Prog.</b>	574,212	574,212	7,388	516,851	-	516,851	90.0%	504,407	12,443	2.5%
<b>Children's Programs</b>	90,890	90,890	1,405	105,454	-	105,454	116.0%	101,706	3,748	3.7%
<b>Preschool Programs</b>	313,993	313,993	26,141	272,172	-	272,172	86.7%	324,830	(52,658)	-16.2%
<b>Youth Programs</b>	182,733	182,733	4,327	204,447	-	204,447	111.9%	188,074	16,373	8.7%
<b>Adult Programs</b>	52,490	52,490	1,838	52,327	-	52,327	99.7%	52,623	(296)	-0.6%
<b>Pioneer Programs</b>	84,500	84,500	465	64,388	-	64,388	76.2%	85,121	(20,733)	-24.4%
<b>Special Events and Trips</b>	87,715	87,715	(109)	96,764	-	96,764	110.3%	75,523	21,241	28.1%
<b>Marketing</b>	24,000	24,000	4,250	62,983	-	62,983	262.4%	110,975	(47,992)	-43.2%
<b>TOTAL REVENUES</b>	<b>\$ 3,694,164</b>	<b>\$ 3,694,164</b>	<b>\$ 161,802</b>	<b>\$ 3,647,906</b>	<b>\$ -</b>	<b>\$ 3,647,906</b>	<b>98.7%</b>	<b>\$ 3,668,482</b>	<b>\$ (20,576)</b>	<b>-0.6%</b>
<b>EXPENDITURES</b>										
<b>Administration</b>	\$ 871,020	\$ 858,082	\$ 82,725	\$ 694,847	\$ 14,914	\$ 709,761	81.0%	\$ 713,965	\$ (19,118)	-2.7%
<b>Fitness Center</b>	687,190	691,905	62,969	609,503	7,870	617,374	88.1%	636,953	(27,449)	-4.3%
<b>Aquatic Center</b>	806,398	810,698	69,412	699,591	24,653	724,244	86.3%	769,957	(70,366)	-9.1%
<b>Aquatic Recreation Prog.</b>	297,857	297,857	12,232	235,933	10,576	246,509	79.2%	253,646	(17,713)	-7.0%
<b>Children's Programs</b>	77,825	81,598	14,359	82,244	4,308	86,552	100.8%	79,666	2,578	3.2%
<b>Preschool Programs</b>	245,478	245,478	23,758	198,900	-	198,900	81.0%	216,080	(17,180)	-8.0%
<b>Youth Programs</b>	142,630	142,780	6,598	113,680	2,500	116,180	79.6%	114,007	(327)	-0.3%
<b>Adult Programs</b>	46,469	46,469	4,004	38,289	2,453	40,742	82.4%	41,397	(3,109)	-7.5%
<b>Pioneer Programs</b>	82,230	82,230	1,502	51,591	3,115	54,706	62.7%	80,133	(28,541)	-35.6%
<b>Special Events and Trips</b>	87,340	87,340	1,220	66,004	3,000	69,004	75.6%	64,035	1,970	3.1%
<b>Marketing</b>	337,410	337,410	27,326	282,588	10,964	293,552	83.8%	286,219	(3,631)	-1.3%
<b>Capital Outlay</b>	375,000	375,000	11,022	309,721	-	309,721	82.6%	137,761	171,960	124.8%
<b>TOTAL EXPENDITURES</b>	<b>\$ 4,056,847</b>	<b>\$ 4,056,847</b>	<b>\$ 317,126</b>	<b>\$ 3,382,892</b>	<b>\$ 84,353</b>	<b>\$ 3,467,245</b>	<b>83.4%</b>	<b>\$ 3,393,818</b>	<b>\$ (10,926)</b>	<b>-0.3%</b>
<b>TRANSFERS OUT</b>	\$ 81,011	\$ 81,011	\$ -	\$ 81,011	\$ -	\$ 81,011	100.0%	\$ -	\$ 81,011	N/A
<b>TOTAL EXPENDITURES AND TRANSFERS OUT</b>	<b>\$ 4,137,858</b>	<b>\$ 4,137,858</b>	<b>\$ 317,126</b>	<b>\$ 3,463,903</b>	<b>\$ 84,353</b>	<b>\$ 3,548,256</b>	<b>83.7%</b>	<b>\$ 3,393,818</b>	<b>\$ 70,085</b>	<b>2.1%</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>\$ (443,694)</b>	<b>\$ (443,694)</b>	<b>\$ (155,325)</b>	<b>\$ 184,003</b>	<b>\$ (84,353)</b>	<b>\$ 99,651</b>	<b>-41.5%</b>	<b>\$ 274,664</b>	<b>\$ (90,661)</b>	<b>-33.0%</b>

**Note>** Fiscal year 2018/2019 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing current fiscal year to prior fiscal year, highlighted items reflect a variance of +/-10.00% or greater.

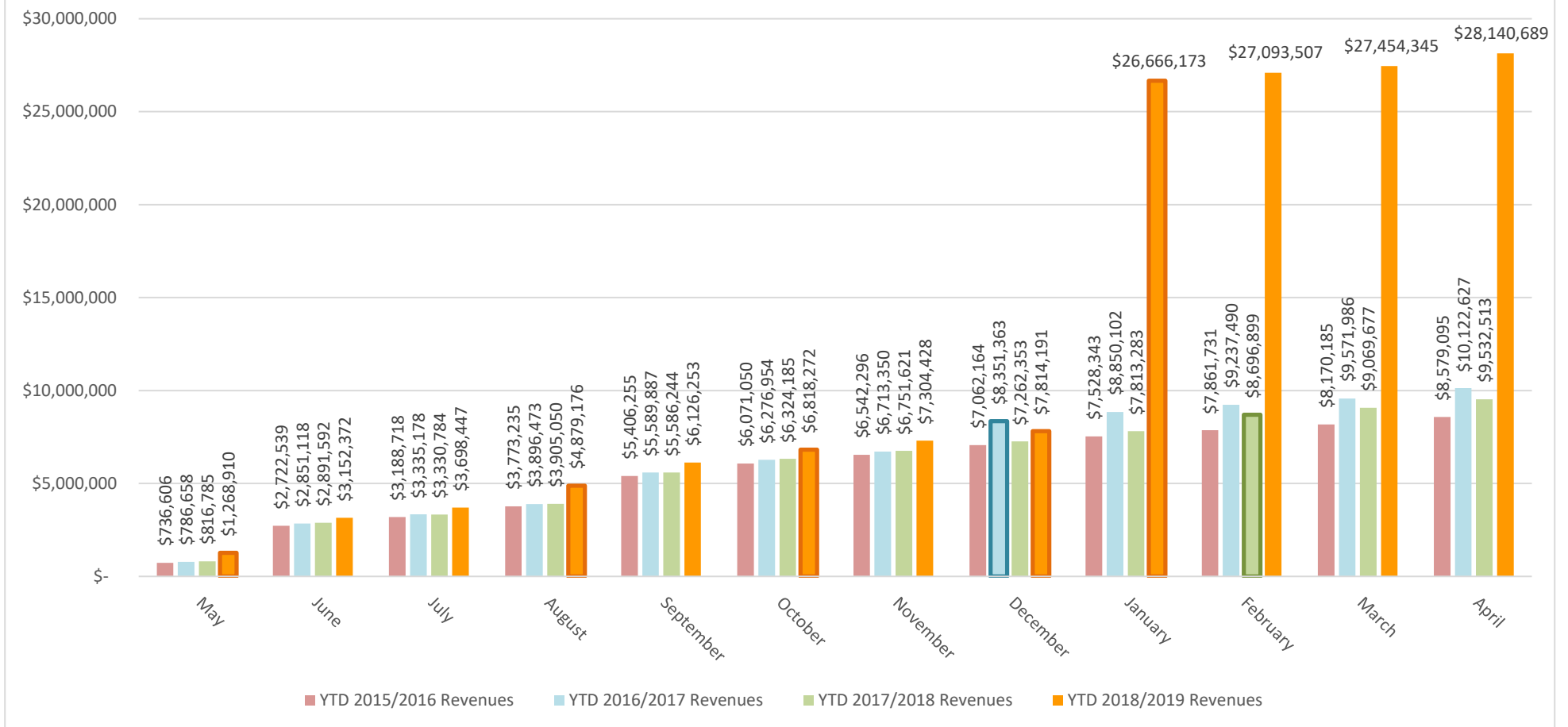


**Oak Brook Park District**  
**Tennis Center (Recreational Facilities Fund) Revenue and Expense Summary - Unaudited**  
**Fiscal Year-to-Date Activity through April 30, 2019 and 2018**  
**100.00% completed (12 out of 12 months)**

	Fiscal Year 2018/2019- Highlighted items reflect more than 8.33% variance							Highlighted items reflect more than 10% change		
	Original Annual Budget	Amended Annual Budget	April 2019 Actual	Year-To-Date Actual	Encumbered	Year-To-Date Actual + Encumbered	Y-T-D Actual, as a % of Amended Annual Budget	Fiscal Year 2017/2018 Year-To-Date Actual	2018/2019 Y-T-D Actual Higher/ (Lower) than 2017/2018 Y-T-D	Percent Change
<b>REVENUES</b>										
Administration	\$ 6,500	\$ 6,500	\$ 1,024	\$ 18,653	\$ -	\$ 18,653	287.0%	\$ 7,646	\$ 11,007	144.0%
Building- Racquet Club	1,000	1,000	145	350	-	350	35.0%	649	(299)	-46.0%
Programs- Racquet Club	1,543,700	1,543,700	65,715	1,910,683	-	1,910,683	123.8%	1,649,808	260,875	15.8%
<b>TOTAL REVENUES</b>	<b>\$ 1,551,200</b>	<b>\$ 1,551,200</b>	<b>\$ 66,885</b>	<b>\$ 1,929,687</b>	<b>\$ -</b>	<b>\$ 1,929,687</b>	<b>124.4%</b>	<b>\$ 1,658,103</b>	<b>\$ 271,584</b>	<b>16.4%</b>
<b>EXPENSES</b>										
Administration	\$ 688,492	\$ 616,982	\$ 37,344	\$ 527,552	\$ 3,389	\$ 530,941	85.5%	\$ 541,541	\$ (13,989)	-2.6%
Building- Racquet Club	357,077	364,077	17,886	270,264	21,138	291,402	74.2%	299,191	(28,927)	-9.7%
Programs- Racquet Club	624,873	735,502	44,913	574,060	-	574,060	78.1%	627,670	(53,610)	-8.5%
Capital Outlay	225,000	178,881	-	142,652	-	142,652	79.7%	-	142,652	N/A
<b>TOTAL EXPENSES</b>	<b>\$ 1,895,442</b>	<b>\$ 1,895,442</b>	<b>\$ 100,143</b>	<b>\$ 1,514,528</b>	<b>\$ 24,527</b>	<b>\$ 1,539,054</b>	<b>79.9%</b>	<b>\$ 1,468,402</b>	<b>\$ 46,125</b>	<b>3.1%</b>
<b>REVENUES OVER (UNDER) EXPENSES</b>	<b>\$ (344,242)</b>	<b>\$ (344,242)</b>	<b>\$ (33,258)</b>	<b>\$ 415,159</b>	<b>\$ (24,527)</b>	<b>\$ 390,632</b>	<b>-120.6%</b>	<b>\$ 189,701</b>	<b>\$ 225,458</b>	<b>118.8%</b>

**Note>** Fiscal year 2018/2019 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing current fiscal year to prior fiscal year, highlighted items reflect a variance of +/-10.00% or greater.

## Oak Brook Park District- Consolidated Year-to-Date Revenues (excluding transfers in)



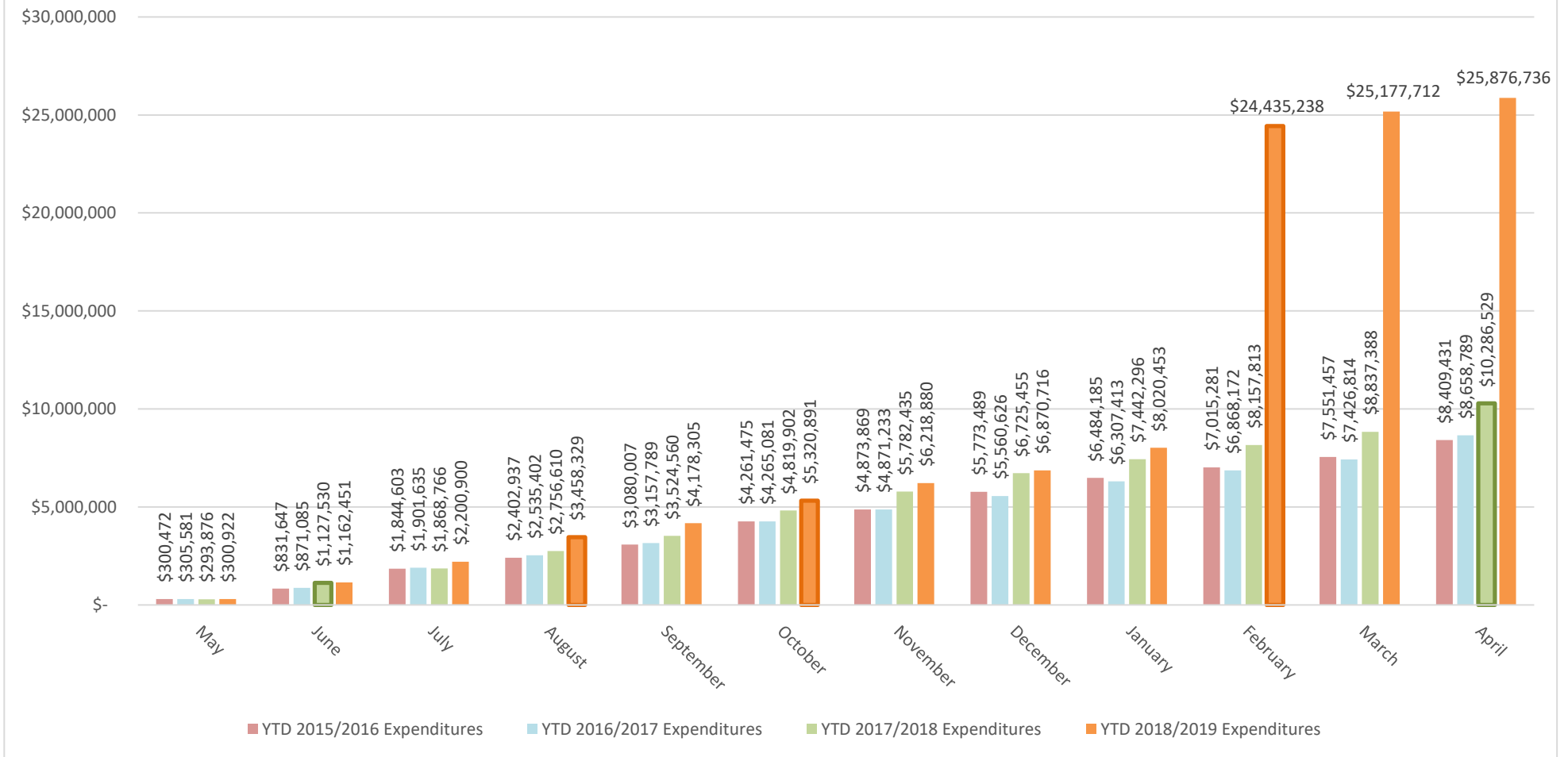
### NOTES

**2016/2017:** In December 2016 we recorded \$1,163,610 in bond proceeds in the Capital Projects Fund. This is the primary reason for the large increase in YTD revenues during FY 2016/2017.

**2017/2018:** In February 2018 we recorded \$500,000 in debt certificate proceeds in the Capital Projects Fund and such proceeds are being used to fund the construction of the universal playground. This is one reason for the large increase in YTD revenues.

**2018/2019:** Historically, we have received the largest portions of our property taxes in June and September. In FY 2018/2019 we received approximately \$418,000 in property taxes in May and another \$522,000 in August; a month earlier than usual. In addition, this fiscal year is benefitting from approximately \$229,000 in new revenues related to our management of the Village's aquatic center. Tennis group lesson revenue is also significantly higher than prior year. In January 2019 the District received approximately \$18.1 million in bond proceeds to be used for the purchase of 34 acres of land.

## Oak Brook Park District- Consolidated Year-to-Date Expenditures/Expenses (excluding transfers out)

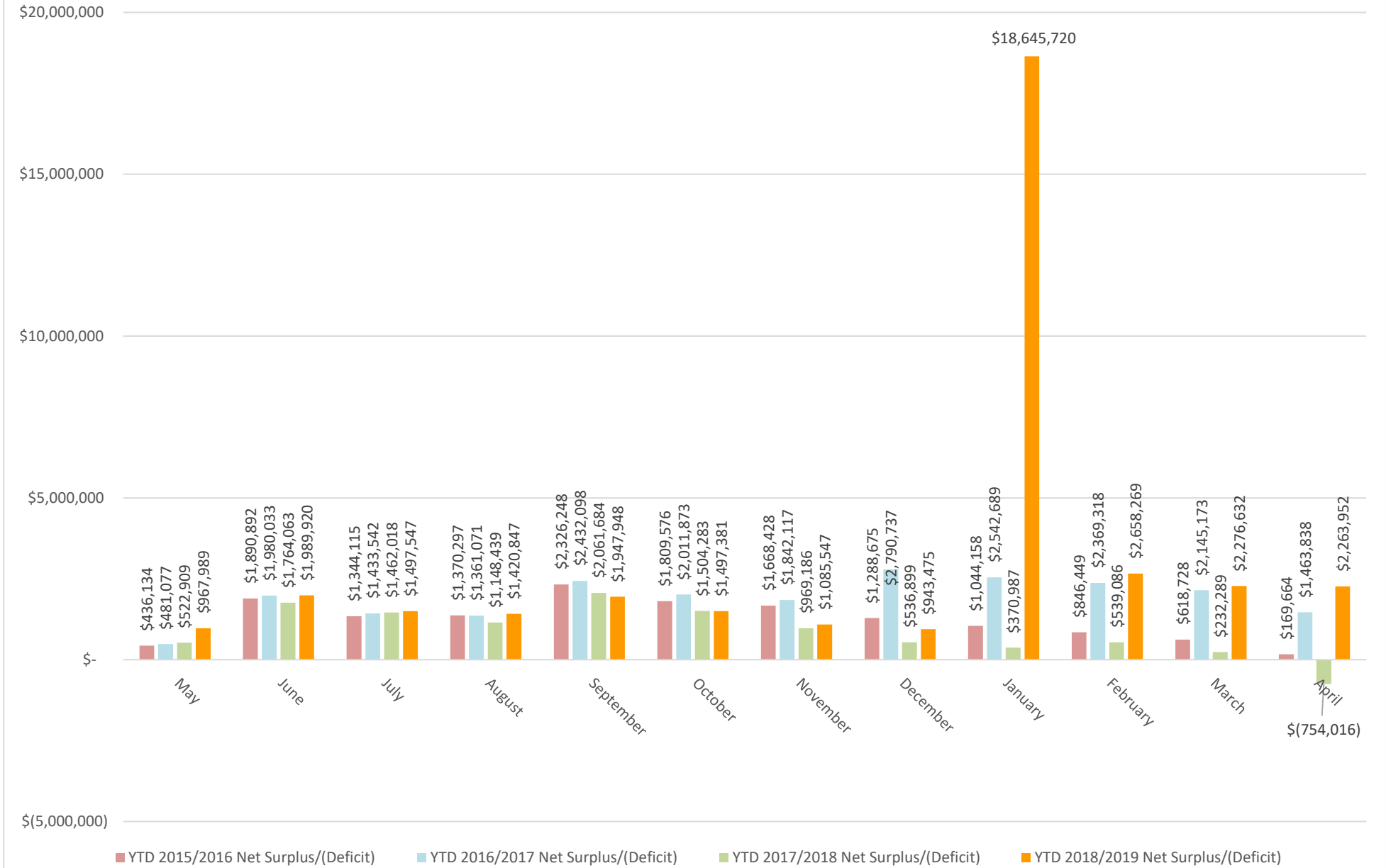


### NOTES

**2017/2018:** During June 2017 and 2018 the Park District recognized three payroll disbursements when compared to two disbursements in June of 2015 & 2016. This is one of the reasons for the increased Y-T-D expenditures in June 2017 and 2018 over the same period in 2016 and 2015. The increased expenditures as of April 30, 2018 are primarily due to increased capital expenditures in our Capital Projects Fund (family locker room) and Tennis Center (HVAC upgrade, reflective ceiling).

**2018/2019:** The large increase in expenditures during August 2018 is due to the additional capital costs incurred for our Central Park improvement project. During that month we recognized \$502,035 in capital costs which brings the YTD total to \$936,997. In the prior year we had only recognized \$43,525 in capital costs as of the end of August 2017. Additionally, this fiscal year includes new expenditures related to our management of the Village's aquatic center. In February 2019 the District recorded \$15.8 million in capital expenditures for the purchase of 34 acres of land.

## Oak Brook Park District- Consolidated Year-to-Date Net Surplus/(Deficit)





OAK BROOK PARK DISTRICT  
SUMMARIZED REVENUE & EXPENSE REPORT  
APRIL, 2019

FUND NAME	CURRENT MONTH ACTUAL	Y-T-D ACTUAL	ANNUAL BUDGET
<b>GENERAL CORPORATE FUND</b>			
REVENUE	\$ 184,367	\$ 2,584,787	\$ 2,559,606
EXPENSES	\$ 172,429	\$ 2,442,605	\$ 2,840,316
SURPLUS/(DEFICIT)	<u>\$ 11,938</u>	<u>\$ 142,182</u>	<u>\$ (280,710)</u>
<b>RECREATION FUND</b>			
REVENUE	\$ 161,802	\$ 3,647,906	\$ 3,694,164
EXPENSES	\$ 317,126	\$ 3,463,904	\$ 4,137,858
SURPLUS/(DEFICIT)	<u>\$ (155,325)</u>	<u>\$ 184,003</u>	<u>\$ (443,694)</u>
<b>IMRF FUND</b>			
REVENUE	\$ 5,933	\$ 189,252	\$ 189,312
EXPENSES	\$ 12,717	\$ 186,077	\$ 205,000
SURPLUS/(DEFICIT)	<u>\$ (6,785)</u>	<u>\$ 3,175</u>	<u>\$ (15,688)</u>
<b>LIABILITY INSURANCE FUND</b>			
REVENUE	\$ 1,595	\$ 235,483	\$ 236,563
EXPENSES	\$ 2,723	\$ 148,953	\$ 161,836
SURPLUS/(DEFICIT)	<u>\$ (1,128)</u>	<u>\$ 86,530</u>	<u>\$ 74,727</u>
<b>AUDIT FUND</b>			
REVENUE	\$ 19	\$ 231	\$ 201
EXPENSES	\$ -	\$ 13,013	\$ 13,263
SURPLUS/(DEFICIT)	<u>\$ 19</u>	<u>\$ (12,782)</u>	<u>\$ (13,062)</u>
<b>DEBT SERVICE FUND</b>			
REVENUE	\$ 32	\$ 419,475	\$ 412,409
EXPENSES	\$ -	\$ 415,616	\$ 411,999
SURPLUS/(DEFICIT)	<u>\$ 32</u>	<u>\$ 3,859</u>	<u>\$ 410</u>



OAK BROOK PARK DISTRICT  
SUMMARIZED REVENUE & EXPENSE REPORT  
APRIL, 2019

FUND NAME	CURRENT MONTH ACTUAL	Y-T-D ACTUAL	ANNUAL BUDGET
<b>RECREATIONAL FACILITIES FUND (TENNIS CENTER)</b>			
REVENUE	\$ 66,885	\$ 1,929,687	\$ 1,551,200
EXPENSES	\$ 100,143	\$ 1,514,527	\$ 1,895,442
SURPLUS/(DEFICIT)	\$ (33,258)	\$ 415,159	\$ (344,242)
<b>SPORTS CORE FUND</b>			
REVENUE	\$ -	\$ 228,788	\$ 265,000
EXPENSES	\$ 1,375	\$ 224,964	\$ 265,000
SURPLUS/(DEFICIT)	\$ (1,375)	\$ 3,824	\$ -
<b>SPECIAL RECREATION FUND</b>			
REVENUE	\$ 9	\$ 149,146	\$ 144,155
EXPENSES	\$ 3,533	\$ 117,130	\$ 129,200
SURPLUS/(DEFICIT)	\$ (3,524)	\$ 32,017	\$ 14,955
<b>CAPITAL PROJECT FUND</b>			
REVENUE	\$ 261,743	\$ 18,744,995	\$ 16,886,500
EXPENSES	\$ 37,741	\$ 17,360,094	\$ 17,489,806
SURPLUS/(DEFICIT)	\$ 224,001	\$ 1,384,901	\$ (603,306)
<b>SOCIAL SECURITY FUND</b>			
REVENUE	\$ 3,961	\$ 268,523	\$ 271,133
EXPENSES	\$ 17,961	\$ 247,439	\$ 253,000
SURPLUS/(DEFICIT)	\$ (13,999)	\$ 21,084	\$ 18,133
<b>SUMMARY</b>			
REVENUE	\$ 686,344	\$ 28,398,274	\$ 26,210,243
EXPENSES	\$ 665,748	\$ 26,134,323	\$ 27,802,720
SURPLUS/(DEFICIT)	\$ 20,597	\$ 2,263,951	\$ (1,592,477)

<b>OAK BROOK PARK DISTRICT</b>		
<b>CONSOLIDATED AGENCY TREASURER'S REPORT</b>		
<b>APRIL 2019</b>		
		<b>CONSOLIDATED</b>
		<b>TOTALS</b>
<b>REVENUES</b>		
	Property Taxes	\$ -
	Back Taxes	-
	Replacement Taxes	39,152
	Recreation Program Fees	113,335
	Rec/Fitness Center Fees	56,796
	Rec/Aquatic Center Fees	44,286
	Sports Core - Bath & Tennis	-
	FRC/Building Rental Fees	40,622
	Theme Party Rental Fees	-
	Recreation Center Fees	94,841
	CPW Building Rentals	1,611
	Field Rentals	23,530
	Interest	4,793
	Grant Proceeds	260,181
	Debt Certificate Proceeds	-
	Transfers	-
	Donations	-
	Sponsorship	1,550
	Miscellaneous	27,266
	<b>TOTAL- REVENUES</b>	<b>\$ 707,962</b>
<b>EXPENDITURES</b>		
	Warrant No. 622 & Manual Adjustments	\$ 265,781
	April Payroll	399,967
	<b>TOTAL EXPENDITURES</b>	<b>\$ 665,748</b>

**Oak Brook Park District  
Consolidated Agency Balance Sheet  
as of April 30, 2019**

<u>ASSETS</u>	Consolidated Totals
Current Assets	
Cash and Investments	\$ 7,833,512
Receivables - Net of Allowances	-
Property Taxes	3,351,979
Accounts	465,941
Due from Other Funds	(105)
Prepays	7,885
Inventories	15,238
Total Current Assets	<u>\$ 11,674,450</u>
Noncurrent Assets	
Capital Assets	
Nondepreciable	40,475
Construction in Process	-
Depreciable	4,608,995
Accumulated Depreciation	<u>(3,051,661)</u>
Total Noncurrent Assets	1,597,809
<b>Total Assets</b>	<b>13,272,259</b>
DEFERRED OUTFLOWS OF RESOURCES	
Deferred Items-IMRF	<u>96,253</u>
Total Assets and Deferred outflows of Resources	<u>13,368,512</u>
<u>LIABILITIES</u>	
Accounts Payable	53,087
Accrued Payroll	11,762
Other Payables	1,126,384
Due To Other Funds	-
Compensated Absences Payable	<u>2,827</u>
Total Liabilities	1,194,059
Noncurrent Liabilities	
Compensated Absences Payable	11,310
Net Pension Liability - IMRF	<u>21,014</u>
Total Noncurrent Liabilities	32,324
<b>Total Liabilities</b>	<b>1,226,383</b>
DEFERRED INFLOWS OF RESOURCES	
Deferred Items - IMRF	182,013
Property Taxes	<u>3,351,979</u>
Total Liabilities and Deferred Inflows of Resources	<u>4,760,375</u>
<u>FUND BALANCES</u>	
Net Investment in Capital Assets	1,597,808
Nonspendable	-
Restricted	389,223
Committed	4,516,628
Unassigned	<u>2,104,479</u>
<b>Total Fund Balances</b>	<b><u>8,608,138</u></b>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>13,368,512</u>







Oak Brook Park District  
Capital Expenditures  
As of April 30, 2019

DESCRIPTION	VENDOR	DB/CR	CAPITAL ASSET REPLACEMENT	FACILITY/PARK IMPROVEMENTS
Shade Structure for CP Playground	Parkreation, Inc	\$ 23,331.00	\$ -	\$ 23,331.00
Central Park Improvement - Landscaping	Allied Landscaping Corp	163,760.00		163,760.00
Central Park Improvement - Excavation, Site Utilities & Paving	Clauss Brothers	284,192.97		284,192.97
Central Park Improvement - Grading of Sled Hill	Lee Werner Excavating	9,885.00		9,885.00
Central Park Improvement - Playground Equipment Pkg 6	The Kenneth Company	253,099.00		253,099.00
Gabian Wier Bid Documents	Manhard Consulting	3,094.30		3,094.30
Legal Fees	Robbins Schwartz	23,674.00		23,674.00
Trees for Central Park Improvement	Hinsdale Nurseries	7,724.00		7,724.00
Central Park Improvements Mgmt Services	Wight and Company	88,440.00		88,440.00
Central Park Improvements	Wight and Company	19,915.00		19,915.00
Central Park Improvements - Fencing	Peerless Enterprise	121,526.00		121,526.00
Central Park Improvements - Electrical Outlet Install	Barton Electric Inc.	4,790.00		4,790.00
Central Park Improvements	Dawson's Tree Service	530.00		530.00
Court Resurfacing	Construction By Camco	9,425.00		9,425.00
Parking Lot Cameras	Construction By Camco	2,175.00		2,175.00
Paver Installation ->Playground Parking	LPS Paving Company	83,300.00		83,300.00
Ballfield Lighting	Musco Lighting	96,639.00		96,639.00
Ballfield Light Measurement	Hugh Lighting	968.75		968.75
Locker Room Mirrors	House of Glass	1,004.00		1,004.00
Countertop Men's Locker Room	Premiere Woodworking Concepts	2,150.00		2,150.00
Exhaust Return Grates Locker Room	Air Products Equipment	200.00		200.00
Directional Borings - Central Park	Richmond Electric Co. Inc	22,400.00		22,400.00
Parking Lot Security Camera	Lucky Locators Inc	645.00		645.00
Gabian Wier Project	Nettle Creek Nursery, Inc.	128,227.88		128,227.88
Bleachers & Benches	Kay Park Rec Corp	5,815.00		5,815.00
Athletic Court Resurfacing	Perma-Seal	42,276.00		42,276.00
Axis P1447-LE Camera	SHI International	5,576.00		5,576.00
Masonry Improvements	Cyberdyne Masonry	9,477.50		9,477.50
Server Upgrade	Various	11,070.95		11,070.95
Family Locker Room	Airport Electric	28,847.81		28,847.81
Subsurface Soil/Water Test-Pre Acquisition	Enviromental Group Surfaces	7,400.00		7,400.00
Purchase Fields CP North	McDonalds Corporation	15,800,000.00		15,800,000.00
Soil testing and topographical survey	Pulte Home Company	17,390.00		17,390.00
Concept Plan for CP North	Wight and Company	4,106.68		4,106.68
Mowing Equipment for CP North	Russo Equipment	15,515.77		15,515.77
Soccer goals- CP North	Keeper Goals	15,884.00		15,884.00
Trash/Recycle Waste Containers	Smart Industries	4,600.00		4,600.00
Elimination of concrete curb	M & J Asphalt	96,147.68		96,147.68
Retainage Adjustment	Alpine Demo & Kingston Tile	(1,281.00)		(1,281.00)
Special Recreation Allocation for Universal Playground		(40,000.00)		(40,000.00)
Capital expense allocation to 02-81 per budget.		(250,803.82)		(250,803.82)
Capital expense allocation to 07-80 per budget.		(19,000.00)		(19,000.00)
<b>Subtotal-Capital Improvement Fund</b>		\$ 17,104,118.47	\$ -	\$ 17,104,118.47
Capital expense allocation to 02-81 per budget.		250,803.82		250,803.82
Unity garden	Greenberg & Farrow	15,156.37		15,156.37
Trash & Recycling receptacles	Smart Industry Products	11,000.00		
Cardio Fitness Equipment Payment 3 of 3	Lease Servicing Center Inc	32,760.71		32,760.71
<b>Subtotal-Recreation Fund</b>		\$ 309,720.90	-	\$ 298,720.90
<b>TOTAL BALANCE</b>		\$ 17,413,839.37	\$ -	\$ 17,402,839.37

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## WARRANT NO. 623

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
37902	ABC PRINTING COMPANY	04/24/2019	05/20/2019	1,199.50	1,199.50	Open	N
37692	ALL STAR SPORTS INSTRUCTION	03/26/2019	05/20/2019	380.00	380.00	Open	Y
37801	AMLINGS FLOWERLAND	04/18/2019	05/20/2019	80.40	80.40	Open	N
37688	ANDERSON ELEVATOR CO.	03/27/2019	05/20/2019	210.00	210.00	Open	Y
37751	ANDERSON ELEVATOR CO.	04/01/2019	05/20/2019	567.84	567.84	Open	Y
37762	ANDERSON ELEVATOR CO.	03/27/2019	05/20/2019	210.00	210.00	Open	Y
37693	ANDERSON LANDSCAPE SUPPLY	04/03/2019	05/20/2019	96.00	96.00	Open	Y
37694	ANDERSON LANDSCAPE SUPPLY	04/03/2019	05/20/2019	96.00	96.00	Open	Y
37695	ANDERSON LANDSCAPE SUPPLY	04/03/2019	05/20/2019	96.00	96.00	Open	Y
37696	ANDERSON LANDSCAPE SUPPLY	04/03/2019	05/20/2019	144.00	144.00	Open	Y
37847	ANDRE DOCKENS	03/13/2019	05/20/2019	139.50	139.50	Open	N
37848	ANDRE DOCKENS	03/18/2019	05/20/2019	250.00	250.00	Open	N
37749	AQUA PURE ENTERPRISES, INC.	04/05/2019	05/20/2019	1,086.94	1,086.94	Open	Y
37835	AQUA PURE ENTERPRISES, INC.	04/27/2019	05/20/2019	1,394.77	1,394.77	Open	N
37828	BEST OFFICIALS	04/29/2019	05/20/2019	1,476.00	1,476.00	Open	N
37699	BURRIS EQUIPMENT COMPANY	03/06/2019	05/20/2019	78.45	78.45	Open	Y
37700	BURRIS EQUIPMENT COMPANY	03/06/2019	05/20/2019	20.81	20.81	Open	Y
37876	BURRIS EQUIPMENT COMPANY	05/06/2019	05/20/2019	129.65	129.65	Open	N
37697	C.E. RENTALS, INC.	03/25/2019	05/20/2019	350.00	350.00	Open	Y
37803	CARDMEMBER SERVICE	04/27/2019	05/20/2019	253.97	253.97	Open	N
37804	CARDMEMBER SERVICE	04/27/2019	05/20/2019	175.70	175.70	Open	N
37805	CARDMEMBER SERVICE	04/27/2019	05/20/2019	62.45	62.45	Open	N
37806	CARDMEMBER SERVICE	04/27/2019	05/20/2019	37.14	37.14	Open	N
37807	CARDMEMBER SERVICE	04/27/2019	05/20/2019	6.85	6.85	Open	N
37808	CARDMEMBER SERVICE	04/27/2019	05/20/2019	16.35	16.35	Open	N
37809	CARDMEMBER SERVICE	04/27/2019	05/20/2019	388.45	388.45	Open	N
37811	CARDMEMBER SERVICE	04/27/2019	05/20/2019	412.66	412.66	Open	N
37812	CARDMEMBER SERVICE	04/27/2019	05/20/2019	3,254.95	3,254.95	Open	N
37813*	CARDMEMBER SERVICE	04/27/2019	05/20/2019	418.42	418.42	Open	N
37814	CARDMEMBER SERVICE	04/27/2019	05/20/2019	498.33	498.33	Open	N
37815	CARDMEMBER SERVICE	04/27/2019	05/20/2019	866.00	866.00	Open	N
37816	CARDMEMBER SERVICE	04/27/2019	05/20/2019	536.79	536.79	Open	N
37817	CARDMEMBER SERVICE	04/27/2019	05/20/2019	85.68	85.68	Open	N
37818	CARDMEMBER SERVICE	04/27/2019	05/20/2019	20.99	20.99	Open	N
37819	CARDMEMBER SERVICE	04/27/2019	05/20/2019	487.33	487.33	Open	N
37820	CARDMEMBER SERVICE	04/27/2019	05/20/2019	14,325.22	14,325.22	Open	N
37878	CARDMEMBER SERVICE	04/27/2019	05/20/2019	34.43	34.43	Open	N
37879	CARDMEMBER SERVICE	04/27/2019	05/20/2019	87.93	87.93	Open	N
37880	CARDMEMBER SERVICE	04/27/2019	05/20/2019	474.14	474.14	Open	N
37886	CARDMEMBER SERVICE	04/27/2019	05/20/2019	4,492.18	4,492.18	Open	N
37887	CARDMEMBER SERVICE	04/27/2019	05/20/2019	1,760.58	1,760.58	Open	N
37905	CARDMEMBER SERVICE	04/27/2019	05/20/2019	3,029.04	3,029.04	Open	N
37906	CARDMEMBER SERVICE	04/27/2019	05/20/2019	2,115.74	2,115.74	Open	N
37909	CARDMEMBER SERVICE	04/27/2019	05/20/2019	42.31	42.31	Open	N
37858	CHRISTINA HOUPY	04/30/2019	05/20/2019	300.00	300.00	Open	N
37739	CLARKE AQUATIC SERVICES INC.	04/25/2019	05/20/2019	2,300.00	2,300.00	Open	Y
37740	CLARKE AQUATIC SERVICES INC.	04/25/2019	05/20/2019	2,244.00	2,244.00	Open	Y

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37833	CLASSIC LANDSCAPE, LTD.	05/01/2019	05/20/2019	2,351.20	2,351.20	Open	N
37841	COM ED	05/01/2019	05/20/2019	35.40	35.40	Open	N
37842	COM ED	05/01/2019	05/20/2019	30.36	30.36	Open	N
37712	COMCAST	04/01/2019	05/20/2019	588.49	588.49	Open	Y
37910	COMCAST	04/27/2019	05/20/2019	585.58	585.58	Open	N
37703	CONSERV F/S	04/05/2019	05/20/2019	695.20	695.20	Open	Y
37900	CONSERVATION LAND STEWARDSHIP	04/23/2019	05/20/2019	14,372.07	14,372.07	Open	N
37738	CONTRACTORS EQUIP. RENTALS	04/24/2019	05/20/2019	1,449.50	1,449.50	Open	Y
37864	CONTRACTORS EQUIP. RENTALS	04/29/2019	05/20/2019	1,449.50	1,449.50	Open	N
37781	DAILY HERALD	03/30/2019	05/20/2019	100.05	100.05	Open	N
37747	DIRECT ENERGY BUSINESS	04/08/2019	05/20/2019	7,792.04	7,792.04	Open	Y
37748	DIRECT ENERGY BUSINESS	04/08/2019	05/20/2019	1,473.92	1,473.92	Open	Y
37821	DIRECT ENERGY BUSINESS	04/30/2019	05/20/2019	832.71	832.71	Open	N
37822	DIRECT ENERGY BUSINESS	04/30/2019	05/20/2019	4,645.84	4,645.84	Open	N
37839	DREISILKER ELECTRIC MOTORS INC	04/09/2019	05/20/2019	504.44	504.44	Open	N
37871	DUPAGE COUNTY COLLECTOR	05/01/2019	05/20/2019	2,406.78	2,406.78	Open	N
37755	EBEL'S ACE HARDWARE #8313	04/02/2019	05/20/2019	24.98	24.98	Open	Y
37756	EBEL'S ACE HARDWARE #8313	04/15/2019	05/20/2019	5.39	5.39	Open	Y
37757	EBEL'S ACE HARDWARE #8313	04/17/2019	05/20/2019	14.39	14.39	Open	Y
37758	EBEL'S ACE HARDWARE #8313	04/04/2019	05/20/2019	35.94	35.94	Open	Y
37759	EBEL'S ACE HARDWARE #8313	04/02/2019	05/20/2019	14.91	14.91	Open	Y
37877	EBEL'S ACE HARDWARE #8313	05/03/2019	05/20/2019	2.50	2.50	Open	N
37704	ECLIPSE SELECT SOCCER CLUB	04/05/2019	05/20/2019	280.00	280.00	Open	Y
37849	ELMHURST MEMORIAL OCCUPATIONAL	04/30/2019	05/20/2019	35.00	35.00	Open	N
37870	ENVISION HEALTHCARE INC	05/01/2019	05/20/2019	36.00	36.00	Open	N
37782	FED EX	03/30/2019	05/20/2019	50.69	50.69	Open	N
37708	FIRST COMMUNICATION LLC	04/01/2019	05/20/2019	939.90	939.90	Open	Y
37911	FIRST COMMUNICATION LLC	05/01/2019	05/20/2019	937.27	937.27	Open	N
37860	FITNESS EQUIPMENT SERVICES	04/24/2019	05/20/2019	226.00	226.00	Open	N
37903	FITNESS EQUIPMENT SERVICES	04/10/2019	05/20/2019	600.00	600.00	Open	N
37792	FLAGG CREEK WATER RECLAMATION	04/26/2019	05/20/2019	2,243.22	2,243.22	Open	N
37793	FLAGG CREEK WATER RECLAMATION	04/26/2019	05/20/2019	21.75	21.75	Open	N
37794	FLAGG CREEK WATER RECLAMATION	04/26/2019	05/20/2019	21.75	21.75	Open	N
37795	FLAGG CREEK WATER RECLAMATION	04/26/2019	05/20/2019	105.38	105.38	Open	N
37775	FLUID RUNNING LLC	04/24/2019	05/20/2019	10,575.75	10,575.75	Open	N
37865	GEORGELO PIZZA - CHICAGO, INC.	04/04/2019	05/20/2019	259.00	259.00	Open	N
37866	GEORGELO PIZZA - CHICAGO, INC.	04/25/2019	05/20/2019	320.50	320.50	Open	N
37867	GEORGELO PIZZA - CHICAGO, INC.	02/28/2019	05/20/2019	251.00	251.00	Open	N
37689	GRAINGER	04/03/2019	05/20/2019	58.75	58.75	Open	Y
37760	GRAINGER	04/10/2019	05/20/2019	7.45	7.45	Open	Y
37799	GREGG COMMUNICATIONS SYSTEMS	04/19/2019	05/20/2019	6,690.00	6,690.00	Open	N
37837	GREGG COMMUNICATIONS SYSTEMS	04/30/2019	05/20/2019	780.98	780.98	Open	N
37705	HAGG PRESS	04/11/2019	05/20/2019	314.00	314.00	Open	Y
37744	HAGG PRESS	04/18/2019	05/20/2019	8,855.00	8,855.00	Open	Y
37844	HAGG PRESS	04/30/2019	05/20/2019	335.00	335.00	Open	N
37851	HAGG PRESS	04/17/2019	05/20/2019	1,013.00	1,013.00	Open	N
37741	HALOGEN SUPPLY COMPANY, INC.	02/14/2019	05/20/2019	1,695.00	1,695.00	Open	Y

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37778	HI TOUCH BUSINESS SERVICES	04/08/2019	05/20/2019	180.40	180.40	Open	N
37779	HI TOUCH BUSINESS SERVICES	04/29/2019	05/20/2019	272.63	272.63	Open	N
37856	HI TOUCH BUSINESS SERVICES	04/30/2019	05/20/2019	378.34	378.34	Open	N
37907	HI TOUCH BUSINESS SERVICES	05/09/2019	05/20/2019	180.13	180.13	Open	N
37890	HOME DEPOT CREDIT SERVICES	04/02/2019	05/20/2019	88.79	88.79	Open	N
37891	HOME DEPOT CREDIT SERVICES	04/10/2019	05/20/2019	65.25	65.25	Open	N
37892	HOME DEPOT CREDIT SERVICES	04/04/2019	05/20/2019	166.87	166.87	Open	N
37893	HOME DEPOT CREDIT SERVICES	04/04/2019	05/20/2019	101.70	101.70	Open	N
37894	HOME DEPOT CREDIT SERVICES	04/08/2019	05/20/2019	119.77	119.77	Open	N
37895	HOME DEPOT CREDIT SERVICES	04/10/2019	05/20/2019	54.94	54.94	Open	N
37896	HOME DEPOT CREDIT SERVICES	04/15/2019	05/20/2019	19.22	19.22	Open	N
37897	HOME DEPOT CREDIT SERVICES	04/22/2019	05/20/2019	111.41	111.41	Open	N
37898	HOME DEPOT CREDIT SERVICES	04/24/2019	05/20/2019	145.44	145.44	Open	N
37899	HOME DEPOT CREDIT SERVICES	04/18/2019	05/20/2019	28.88	28.88	Open	N
37742	HP PRODUCTS	04/10/2019	05/20/2019	370.35	370.35	Open	Y
37743	HP PRODUCTS	04/10/2019	05/20/2019	765.46	765.46	Open	Y
37753	HP PRODUCTS	01/15/2019	05/20/2019	674.49	674.49	Open	Y
37765	HP PRODUCTS	04/11/2019	05/20/2019	24.36	24.36	Open	Y
37840	HP PRODUCTS	04/29/2019	05/20/2019	754.84	754.84	Open	N
37764	IL STATE TOLL HWY AUTHORITY	04/08/2019	05/20/2019	19.15	19.15	Open	Y
37711	ILLIONIS PARK AND RECREATION	04/05/2019	05/20/2019	93.82	93.82	Open	Y
37824	INDUSTRIAL ELECTRIC	04/22/2019	05/20/2019	2,262.00	2,262.00	Open	N
37788	JAMES LEZATTE	04/30/2019	05/20/2019	360.00	360.00	Open	N
37850	JESSICA CANNADAY	01/24/2019	05/20/2019	53.62	53.62	Open	N
37868	JONES TRAVEL	05/01/2019	05/20/2019	1,195.00	1,195.00	Open	N
37827	KEEPER GOALS	04/26/2019	05/20/2019	930.00	930.00	Open	N
37829	KEEPITSAFE INC.	04/30/2019	05/20/2019	526.81	526.81	Open	N
37715	KENNETH P BROWN	03/10/2019	05/20/2019	140.00	140.00	Open	Y
37709	KONICA MINOLTA BUSINESS	04/04/2019	05/20/2019	(27.76)	(27.76)	Open	Y
37710	KONICA MINOLTA BUSINESS	04/03/2019	05/20/2019	87.20	87.20	Open	Y
37713	KONICA MINOLTA BUSINESS	03/31/2019	05/20/2019	29.96	29.96	Open	Y
37714	KONICA MINOLTA BUSINESS	04/11/2019	05/20/2019	358.80	358.80	Open	Y
37787	KONICA MINOLTA BUSINESS	04/15/2019	05/20/2019	42.21	42.21	Open	N
37862	KONICA MINOLTA BUSINESS	04/30/2019	05/20/2019	52.10	52.10	Open	N
37912	KONICA MINOLTA BUSINESS	04/30/2019	05/20/2019	306.43	306.43	Open	N
37766	LESLIE' S POOLMART, INC.	04/04/2019	05/20/2019	156.41	156.41	Open	Y
37789	LIZ LITTWIN	11/27/2018	05/20/2019	102.71	102.71	Open	N
37785	M&M LOCK & SAFE, LTD	04/02/2019	05/20/2019	22.20	22.20	Open	N
37754	MARKET ACCESS CORP.	04/02/2019	05/20/2019	350.00	350.00	Open	Y
37834	MARKET ACCESS CORP.	05/06/2019	05/20/2019	525.00	525.00	Open	N
37780	MEDIA NUT	04/27/2019	05/20/2019	127.50	127.50	Open	N
37798	MEDIA NUT	04/14/2019	05/20/2019	170.00	170.00	Open	N
37745	NEXT GENERATION	12/18/2018	05/20/2019	140.00	140.00	Open	Y
37770	NEXT GENERATION	04/29/2019	05/20/2019	4,605.00	4,605.00	Open	N
37771	NEXT GENERATION	04/29/2019	05/20/2019	436.25	436.25	Open	N
37772	NEXT GENERATION	04/29/2019	05/20/2019	562.75	562.75	Open	N
37768	NICOR GAS	04/25/2019	05/20/2019	319.07	319.07	Open	N

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37769	NICOR GAS	04/25/2019	05/20/2019	1,114.96	1,114.96	Open	N
37706	NORMAN J. LANDRUM	04/02/2019	05/20/2019	473.00	473.00	Open	Y
37802	OAKBROOK TERRACE PARK DISTRICT	04/26/2019	05/20/2019	27.00	27.00	Open	N
37889	ORIGINAL WATERMEN	10/09/2018	05/20/2019	290.00	290.00	Open	N
37777	PANNIER CORPORATION	04/17/2019	05/20/2019	1,051.00	1,051.00	Open	N
37830	PCM SALES	04/25/2019	05/20/2019	3,174.44	3,174.44	Open	N
37831	PCM SALES	04/15/2019	05/20/2019	610.00	610.00	Open	N
37832	PCM SALES	04/09/2019	05/20/2019	949.99	949.99	Open	N
37853	PETTY CASH - CORPORATE ADMIN.	05/07/2019	05/20/2019	28.96	28.96	Open	N
37861	PETTY CASH - RACQUET CLUB	04/24/2019	05/20/2019	50.00	50.00	Open	N
37852	PETTY CASH-RECREATION DEPT.	05/07/2019	05/20/2019	77.51	77.51	Open	N
37845	PFEIFFER'S PEST CONTROL	04/30/2019	05/20/2019	200.00	200.00	Open	N
37888	PFEIFFER'S PEST CONTROL	04/29/2019	05/20/2019	200.00	200.00	Open	N
37783	PROVEN BUSINESS SYSTEMS	04/19/2019	05/20/2019	298.55	298.55	Open	N
37784	PROVEN BUSINESS SYSTEMS	04/17/2019	05/20/2019	125.00	125.00	Open	N
37800	PROVEN BUSINESS SYSTEMS	04/24/2019	05/20/2019	298.55	298.55	Open	N
37908	PUTTERMAN ATHLETICS LLC	04/30/2019	05/20/2019	19,180.80	19,180.80	Open	N
37836	QUEST DIAGNOSTICS	04/25/2019	05/20/2019	317.68	317.68	Open	N
37698	REINDERS, INC.	04/01/2019	05/20/2019	60.73	60.73	Open	Y
37872	RIDE ILLINOIS	05/01/2019	05/20/2019	30.00	30.00	Open	N
37863	RUSSO POWER EQUIPMENT	02/01/2019	05/20/2019	2,266.25	2,266.25	Open	N
37701	SERVICE SANITATION, INC.	04/05/2019	05/20/2019	222.50	222.50	Open	Y
37702	SERVICE SANITATION, INC.	04/05/2019	05/20/2019	101.50	101.50	Open	Y
37873	SERVICE SANITATION, INC.	05/03/2019	05/20/2019	101.50	101.50	Open	N
37874	SERVICE SANITATION, INC.	05/03/2019	05/20/2019	404.50	404.50	Open	N
37875	SERVICE SANITATION, INC.	05/03/2019	05/20/2019	222.50	222.50	Open	N
37843	SHAW MEDIA	04/30/2019	05/20/2019	300.00	300.00	Open	N
37796	SHI INTERNATIONAL CORP.	04/24/2019	05/20/2019	351.33	351.33	Open	N
37797	SHI INTERNATIONAL CORP.	04/25/2019	05/20/2019	351.33	351.33	Open	N
37854	SITEONE LANDSCAPE SUPPLY LLC	04/30/2019	05/20/2019	38.01	38.01	Open	N
37855	SITEONE LANDSCAPE SUPPLY LLC	04/30/2019	05/20/2019	30.73	30.73	Open	N
37746	SOCCER MADE IN AMERICA	04/17/2019	05/20/2019	936.00	936.00	Open	Y
37774	SONITROL CHICAGOLAND WEST	04/30/2019	05/20/2019	4,233.00	4,233.00	Open	N
37761	SOUTH SIDE CONTROL SUPPLY CO	04/10/2019	05/20/2019	135.67	135.67	Open	Y
37838	SOUTH SIDE CONTROL SUPPLY CO	04/10/2019	05/20/2019	1,297.53	1,297.53	Open	N
37825	SOUTHWEST ELECTRIC	04/29/2019	05/20/2019	3,000.00	3,000.00	Open	N
37826	SPEAR CORPORATION	04/30/2019	05/20/2019	1,631.00	1,631.00	Open	N
37846	SPRINT PHONE	04/29/2019	05/20/2019	17.25	17.25	Open	N
37786	STARBUCKS COFFEE COMPANY	04/22/2019	05/20/2019	160.41	160.41	Open	N
37750	STARFISH AQUATICS INSTITUTE	04/04/2019	05/20/2019	1,000.00	1,000.00	Open	Y
37752	STARFISH AQUATICS INSTITUTE	02/12/2019	05/20/2019	6,000.00	6,000.00	Open	Y
37767	STARFISH AQUATICS INSTITUTE	01/24/2019	05/20/2019	350.00	350.00	Open	Y
37790	STERLING NETWORK INTEGRATION	04/15/2019	05/20/2019	2,900.00	2,900.00	Open	N
37791	STERLING NETWORK INTEGRATION	03/12/2019	05/20/2019	3,924.50	3,924.50	Open	N
37904	SUBURBAN FAMILY MAGAZINE	05/01/2019	05/20/2019	2,274.00	2,274.00	Open	N
37869	SWEET COMB CHICAGO	05/01/2019	05/20/2019	2,130.00	2,130.00	Open	N
37763	TAMELING INDUSTRIES INC.	04/11/2019	05/20/2019	210.88	210.88	Open	Y

INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT  
EXP CHECK RUN DATES 05/20/2019 - 05/20/2019  
BOTH JOURNALIZED AND UNJOURNALIZED  
OPEN

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
37690	TRANE U.S. INC.	03/12/2019	05/20/2019	148.70	148.70	Open	Y
37859	TRUPTI VYAS	04/30/2019	05/20/2019	100.00	100.00	Open	N
37707	ULINE, INC.	04/04/2019	05/20/2019	207.71	207.71	Open	Y
37773	VERIZON WIRELESS	04/15/2019	05/20/2019	1,055.93	1,055.93	Open	N
37823	VILLA PARK ELECTRICAL SUPPLY	04/15/2019	05/20/2019	2,406.90	2,406.90	Open	N
37776	VILLAGE OF OAK BROOK	04/12/2019	05/20/2019	339.76	339.76	Open	N
37881	VILLAGE OF OAK BROOK	05/08/2019	05/20/2019	5,858.50	5,858.50	Open	N
37882	VILLAGE OF OAK BROOK	05/08/2019	05/20/2019	52.00	52.00	Open	N
37883	VILLAGE OF OAK BROOK	05/08/2019	05/20/2019	272.50	272.50	Open	N
37884	VILLAGE OF OAK BROOK	05/08/2019	05/20/2019	31.00	31.00	Open	N
37885	VILLAGE OF OAK BROOK	05/08/2019	05/20/2019	41.50	41.50	Open	N
37857	WAREHOUSE DIRECT WORKPLACE	05/03/2019	05/20/2019	98.35	98.35	Open	N
37901	WASTE MANAGEMENT OF ILLINOIS I	04/30/2019	05/20/2019	738.55	738.55	Open	N
37691	WILSON SPORTING GOODS	03/12/2019	05/20/2019	132.30	132.30	Open	Y

# of Invoices:	201	# Due:	201	Totals:	215,906.59	215,906.59
# of Credit Memos:	1	# Due:	1	Totals:	(27.76)	(27.76)

Net of Invoices and Credit Memos: 215,878.83      215,878.83

\* 1 Net Invoices have Credits Totalling: (213.09)

INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT  
EXP CHECK RUN DATES 05/20/2019 - 05/20/2019  
BOTH JOURNALIZED AND UNJOURNALIZED  
OPEN

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
--- TOTALS BY FUND ---							
	01 - GENERAL CORPORATE FUND			58,689.40	58,689.40		
	02 - RECREATION FUND			87,750.70	87,750.70		
	07 - RECREATIONAL FACILITIES FUND			55,594.39	55,594.39		
	08 - SPORTS CORE			3,073.06	3,073.06		
	12 - CAPITAL PROJECTS FUND			10,771.28	10,771.28		
--- TOTALS BY DEPT/ACTIVITY ---							
	00 - NON-DEPARTMENTAL			5,406.78	5,406.78		
	01 - ADMINISTRATION CORPORATE			25,916.13	25,916.13		
	02 - FINANCE			2,074.81	2,074.81		
	04 - CENTRAL PARK NORTH			475.36	475.36		
	05 - CENTRAL PARK			15,242.39	15,242.39		
	06 - SADDLEBROOK PARK			158.10	158.10		
	07 - FOREST GLEN PARK			511.40	511.40		
	08 - CHILLEM PARK			46.00	46.00		
	09 - DEAN PROPERTY			2,735.18	2,735.18		
	10 - PROFESSIONAL SERVICES			297.50	297.50		
	12 - CONTRACTS. MAINTENANCE DNS			14,372.07	14,372.07		
	15 - BUILDING/RECREATION CENTER			13,921.54	13,921.54		
	20 - CENTRAL PARK WEST			1,863.31	1,863.31		
	21 - FITNESS CENTER			8,521.37	8,521.37		
	25 - AQUATIC CENTER			26,119.29	26,119.29		
	26 - AQUATIC-RECREATION PROGRAMS			11,597.14	11,597.14		
	30 - CHILDRENS PROGRAMS			1,596.00	1,596.00		
	31 - PRESCHOOL PROGRAMS			869.30	869.30		
	32 - YOUTH PROGRAMS			537.74	537.74		
	40 - ADULT PROGRAMS			2,262.84	2,262.84		
	50 - PIONEER PROGRAMS			4,518.94	4,518.94		
	60 - SPECIAL EVENTS & TRIPS			642.36	642.36		
	71 - BUILDING/RACQUET CLUB			20,883.25	20,883.25		
	75 - PROGRAMS/RACQUET CLUB			5,327.72	5,327.72		
	80 - MARKETING			41,617.81	41,617.81		
	95 - CAPITAL PROJECTS FUND			8,364.50	8,364.50		



INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT  
POST DATES 04/16/2019 - 05/20/2019  
BOTH JOURNALIZED AND UNJOURNALIZED

PAID  
INTERIM AND REFUNDS

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
37734	BREAKAWAY BASKETBALL INC	04/08/2019	04/25/2019	2,208.00	0.00	Paid	Y
37735	BREAKAWAY BASKETBALL INC	04/08/2019	04/25/2019	600.00	0.00	Paid	Y
37732	BULTER SCHOOL DISTRICT 53	04/19/2019	04/30/2019	360.00	0.00	Paid	Y
37686	COM ED	04/03/2019	04/11/2019	73.26	0.00	Paid	Y
37728	DEANNA MCCOLLAN	04/23/2019	04/30/2019	9.80	0.00	Paid	Y
37736	DIRECT ENERGY BUSINESS	04/10/2019	04/30/2019	12,554.72	0.00	Paid	Y
37721	DU PAGE COUNTY HEALTH DEPT.	03/19/2019	04/18/2019	531.00	0.00	Paid	Y
37722	DU PAGE COUNTY HEALTH DEPT.	03/28/2019	04/18/2019	2,030.00	0.00	Paid	Y
37733	JULIA BACHRACH CONSULTING LLC	04/08/2019	04/25/2019	750.00	0.00	Paid	Y
37724	KATE ZHANG	04/23/2019	04/30/2019	7.80	0.00	Paid	Y
37723	LAURA SCHLENKER	04/10/2019	04/30/2019	130.00	0.00	Paid	Y
37729	MARK ISONEMI	04/23/2019	04/30/2019	9.80	0.00	Paid	Y
37730	MARTA SUNDQUIST	04/23/2019	04/30/2019	9.80	0.00	Paid	Y
37727	MICHELLE EBEL	04/23/2019	04/30/2019	9.80	0.00	Paid	Y
37725	MICHELLE GIANNI	04/23/2019	04/30/2019	9.80	0.00	Paid	Y
37737	ROSARIO ESPINOZA AND JAMES ROTH	04/18/2019	04/30/2019	925.00	0.00	Paid	Y
37731	ROSETTA LOMBARDI	04/24/2019	04/30/2019	87.00	0.00	Paid	Y
37726	SONAL GUPTA	04/23/2019	04/30/2019	7.80	0.00	Paid	Y
37687	U.S. POSTMASTER	04/11/2019	04/11/2019	1,650.00	0.00	Paid	Y
37716	VILLAGE OF OAK BROOK	04/08/2019	04/18/2019	6,100.00	0.00	Paid	Y
37717	VILLAGE OF OAK BROOK	04/08/2019	04/18/2019	10.00	0.00	Paid	Y
37718	VILLAGE OF OAK BROOK	04/08/2019	04/18/2019	41.50	0.00	Paid	Y
37719	VILLAGE OF OAK BROOK	04/08/2019	04/18/2019	293.50	0.00	Paid	Y
37720	VILLAGE OF OAK BROOK	04/08/2019	04/18/2019	41.50	0.00	Paid	Y

# of Invoices:	24	# Due:	0	Totals:	28,450.08	0.00
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00

Net of Invoices and Credit Memos: 28,450.08      0.00

## INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT

POST DATES 04/16/2019 - 05/20/2019

BOTH JOURNALIZED AND UNJOURNALIZED

PAID

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
--- TOTALS BY FUND ---							
	01 - GENERAL CORPORATE FUND			5,222.28	0.00		
	02 - RECREATION FUND			19,298.63	0.00		
	07 - RECREATIONAL FACILITIES FUND			3,929.17	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	01 - ADMINISTRATION CORPORATE			3,863.41	0.00		
	04 - CENTRAL PARK NORTH			73.26	0.00		
	05 - CENTRAL PARK			763.83	0.00		
	07 - FOREST GLEN PARK			62.14	0.00		
	15 - BUILDING/RECREATION CENTER			3,321.01	0.00		
	20 - CENTRAL PARK WEST			1,002.04	0.00		
	21 - FITNESS CENTER			2,656.81	0.00		
	25 - AQUATIC CENTER			7,570.41	0.00		
	30 - CHILDRENS PROGRAMS			2,808.00	0.00		
	50 - PIONEER PROGRAMS			750.00	0.00		
	71 - BUILDING/RACQUET CLUB			3,929.17	0.00		
	80 - MARKETING			1,650.00	0.00		

05/06/2019 11:50 AM  
User: mkorman  
DB: Oak Brook Park

INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT  
POST DATES 03/25/2019 - 03/25/2019  
BOTH JOURNALIZED AND UNJOURNALIZED  
OPEN

**INTERIM  
CHECK**

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
37810	CAMPFIRE CONCEPTS	03/25/2019	05/06/2019	325.00	325.00	Open	N
# of Invoices:	1	# Due:	1	Totals:	325.00	325.00	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:				325.00	325.00		
--- TOTALS BY FUND ---							
01 - GENERAL CORPORATE FUND				325.00	325.00		
--- TOTALS BY DEPT/ACTIVITY ---							
10 - PROFESSIONAL SERVICES				325.00	325.00		



## Oak Brook Park District

1450 Forest Gate Road  
Oak Brook, IL 60523

### Petty Cash      Corporate

Petty Cash for      May 2019

Received By	Date	Description	Account Number	Amount
L. Kosey	3/12/19	Coffee for Office	01-01-730-002	\$28.96
			<b>Total</b>	<b>\$28.96</b>
			<b>Grand Total</b>	<b>\$28.96</b>



## Oak Brook Park District

1450 Forest Gate Road  
Oak Brook, IL 60523

### Petty Cash      Recreation

Petty Cash for      May 2019

Received By	Date	Description	Account Number	Amount
D. Thommes	4/15/19	Preschool Supplies	02-31-765-001	\$18.00
	4/15/19	Preschool Supplies	02-31-765-001	\$17.00
	4/29/19	Preschool Supplies	02-31-765-001	\$12.41
	4/29/19	Preschool Supplies	02-31-765-001	\$7.10
	4/29/19	Preschool Supplies	02-31-765-001	\$21.00
		<b>Total</b>		<b>\$75.51</b>
L. Littwin	4/4/19	Valet for Meeting	02-80-740-020	\$2.00
		<b>Total</b>		<b>\$2.00</b>
		<b>Grand Total</b>		<b>\$77.51</b>

To ensure that the very best facilities are available to our constituents.



The Sandlot - A Universal Playground opened, making the benefits of outdoor play available to all of our residents, regardless of age or ability.



Barres and mirrors were added to Studio B. Equipment and storage areas in both studios were reorganized.

Ballfield 1 was enlarged and equipped with LED lights. Improvements were also made to fields 2 and 3.

**ComEd Energy Efficiency Program: Aircare Plus**

Completed inspection and sealing of HVAC unit panels to increase efficiency of systems and airflow within facilities.

An automatic door was installed between the Aquatic Center and Studio hallway improving humidity and temperature controls.

To provide the very best in park and open space to our constituents and to be a community leader in environmental conservation and stewardship.



**Outstanding Park and Facility Award**

Oak Brook Park District's Central Park received the 2018 IPRA Outstanding Facility and Park Award for increasing accessibility and bringing maximum recreational value to the park through the Central Park Improvement project.

Spoils from the Central Park Improvement project were relocated to the existing sled hill, increasing the size of the hill by 50% and greatly improving user experience.



Developed a "Green Team" to improve recycling policies and procedures.

**Improving the water quality all the way to the Gulf of Mexico**

Completed a native restoration of 1500 ft. of heavily eroded shoreline and replaced a failed weir with a rock vane system in Ginger Creek.

To provide a diverse range of the very best passive and active recreational programs and opportunities to our entire community, regardless of age or ability.



**57% increase in revenue:**

In house summer athletic camp revenue increased 57%:  
2017 Revenue: \$7,851  
2018 Revenue: \$13,810

**NEW! Events**

Triple Threat Dri Tri Series



- Tackle the Tri
- Team Dri Tri
- Turkey Dri Tri

Community input meetings, a comprehensive survey, and a field usage RFP were administered to determine and plan the best design of Central Park North Fields for the community.

**Community Aquatic Management**

Oak Brook Park District renewed its cooperative operational agreement with the Village of Oak Brook to manage the OBBT Summer Aquatic Operations and provide the very best experience for the entire community.

To foster a work environment that encourages collaborative teamwork and the development of the very best in park and recreation professionals.



**Central Park North Fields**

Staff participated in multiple planning sessions to explore potential uses of CPN Fields.

Oak Brook Park District hosted the following Park District Risk Management Agency (PDRMA) continuing education programs:

- Supervisor's Role in Managing Risk
- PDRMA Human Resources and Employment Liability Program (HELP)
- Fundamentals of Playground Inspection

**Impact Leadership**

Executive Director, Laure Kosey, was recognized by the Oak Brook Chamber of Commerce with a 2019 Impact Leadership Award.

**Rising Star**

Corporate & Community Relations, Liz Littwin, was named "Rising Star" of the IPRA C&M Section.

To prioritize the fiscally responsible use of resources in all aspects of our operations.



2017/2018 FY

**Aaa Bond Rating**

Oak Brook Park District received the highest bond rating available from Moody's Investor's Service.

**Water Quality Grant**

In March of 2018, Oak Brook Park District was one of 5 agencies to receive a water quality grant from DuPage County and received over \$60K for park improvements.



**Build-A-Dream 3v3 Tournament**

The inaugural tournament attracted 31 teams and generated \$6,500 for the Universal Playground.

PERFORMANCE MEASURES

Summer 2018 | Fall 2018 | Winter/Spring 2019\*

**1574**

# of recreation programs available to the Greater Oak Brook Community.

**89%**  
of programs offered ran

**EXCELLENT Programming NPS 68**

Program evaluations were emailed to each program participant.

According to global Net Promoter Score (NPS) standards, anything above 50 is considered "Excellent."



**13,831**

Program Participants (11% higher than 5/1/17-3/31/18)

R: 33.5%  
NR: 66.5%



**96.9%**

Average Member Retention Rate

**92**

Average # of group ex classes (land & water) offered each week.

HAPPY | FIT | ACTIVE



**13% Increase**

Synthetic Turf Field Revenue  
FY 2017/2018: \$87,638  
FY 2018/2019: \$101,248

**402,622**

Visited the FRC May 1, 2018- March 31, 2019 (19% higher than 5/1/17-3/31/18)

\*Winter/Spring 2019 numbers are incomplete. Data may change.

Initiatives in Progress:

- Central Park North Fields
- Basketball and Tennis Court Renovation Plan
- Ginger Creek Restoration
- Buzz Box
- Tree diversification program
- Employee Open House and Project Education
- Increase Participation in Special Events
- Improve Picnic Area at the Tennis Center

Oak Brook Park District

A National Gold Medal Agency



STRATEGIC PLAN UPDATE

Download the plan at [www.obparks.org](http://www.obparks.org)

MAY 2019

Plan Created November 6, 2017 (Updated 5/19)

BE YOUR VERY BEST  
HAPPY | FIT | ACTIVE  
FEEL YOUR VERY BEST



# Memo

To: Oak Brook Park District Board of Commissioners  
 From: Laure Kosey, Executive Director  
 Date: May 10, 2019  
 Re: April/May 2019: Admin., Corporate Relations, IT & Marketing

**April Board Meeting Follow Up:**

**The Central Park North Fields Project**

Wight & Company will present the data regarding our community intake meetings and survey at the special meeting held at 5:30 pm on May 20, 2019 right before our regularly scheduled board meeting.

**May Board Meeting Discussion Points:**

**Zoning of Central Park North Fields**

Staff and Counsel are recommending a zoning change of the new property from ORA1 (Office, Research, & Assembly) to CR (Conservation/Recreation).

**National Conference**

National Conference is in Baltimore from Monday, September 23 to Thursday, September 26, 2019. Please advise of any commissioners that will be attending.

**Conservation Easement**

The amendment to the conservation easement had been tabled to further clarify the parameters of any nature center that may be constructed in the future. The future nature center shall not exceed 4,000 square feet, which is the size of the footprint of the original farm house. It is also limited to one level in height.

**April Corporate & Community Relations Report**

	<b>FY 2017</b>	<b>FY 2018</b>
<b>Sponsorships</b>	\$112,425.00 (Includes Synthetic Soccer Field Partnership)	\$49,015.00
<b>Ad Space</b>	\$34,075.01	\$33,000.00
<b>Vendors</b>	\$7,993.95	\$13,800.00
<b>In-Kind Donations</b>	\$23,628.55	\$49,005.85
<b>Oak Brook Park District Foundation</b>	\$31,528.98	\$57,592.28

**April Revenues**

**Sponsorships:** \$5500      **Advertising:** \$9850      **Vendors:** \$2600      **In-Kind Donations:** \$35  
**Oak Brook Park District Foundation:** \$36.90

# April Marketing & IT Report

## obparks.org April Audience Report



### Summer Aquatic Membership Campaign Update:

212 summer aquatic membership discounts were emailed to patrons that signed up for our eNewsletter via the pop-up ad at obparks.org. 35 coupons were redeemed.

### Summer Aquatic Membership Revenue through April 30

2019: \$17,560 (307 members) 2018: \$12,065 (224 members)

### April Facebook Analytics

Facebook Page	Total Likes	Total Posts	Reach
OBPARKS	2431 (59 new)	22	47,331
Pink 5K	1295	13	2016

### Highest Performing Facebook Post April

Oak Brook Park District posted a job. Published by Jessica Cannaday [?] · April 12 at 11:33 AM

This summer gain leadership experience and learn practical skills. The Seasonal Park Maintenance Laborer position is responsible for assisting the full time park maintenance staff with the landscaping operations of the the Park District grounds.

and assisting the Parks staff with the in-house construction trades maintenance and care of all the Park District buildings, facilities, and equipment. Typical shifts are Monday-Friday, 20-40 hours per week. Responsibilities may inc... See More

**Summer Parks Maintenance-Seasonal**  
Oak Brook Park District · Oak Brook

7,674 People Reached | 247 Engagements

Boosted on Apr 12, 2019 By Jessica Cannaday

On-Facebook Workflow Completions: 99

### Highest Performing Insta Post

665 followers (up 25)

View Insights | Promote

Liked by lindenhurstparkdistrict and 35 others

obparks Looking for a great Mother's Day Weekend activity for the whole family? Join us on Saturday, May 11 for The Pink 5K! Proceeds from the race benefit the Hinsdale Hospital Foundation and help to provide free breast cancer screenings, outreach and treatment to local women in need. #BeYourVeryBest #FeelYourVeryBest #HappyFitActive #MothersDayWeekend #5k #breastcancer #fightbreastcancer #breastcancerawareness #breastcanceroutreach #obparks

### April Twitter Analytics

Apr 2019 · 30 days

Tweet Highlights

Top Tweet earned 377 impressions

Spring is in the air! It's time to check out The Sandlot - A Universal Playground in Central Park! obparks.org/sandlot-univer... #inclusionmatters #beyourverybest #feelyourverybest #happyfitactive #universalplay #universalrecreation #oakbrook pic.twitter.com/4parG6nxHz

APR 2019 SUMMARY

Tweets	1	Tweet impressions	7,592
Profile visits	217	Mentions	4
New followers	6		

We have revised our Pinterest account and are developing a plan to better utilize this top search engine in 2019.



**Oak Brook**  
Park District  
www.obparks.org  
1450 Forest Gate Road • Oak Brook, IL 60523-2151  
Providing the very best in park and recreational opportunities, facilities and open lands for our community.

### April Top Pages

- Home
- Facilities/FRC
- Programs/aquatics
- Facilities/FAC
- Special-Events/Pink5K
- Facilities/CPW
- Parties-and-rentals
- Rentals/CPW
- Programs/swim-lessons
- Programs/tennis-programs

### Top Referral Sites/User:

Facebook, Tennis Source, mykidlist.com, Fleetfeet

### Top Referral Sites/Revenue

Tennisource, calameo, activekids.com

### Obparks.org acquisition value

Referral Values	Apr. 19	Apr. 18	Mar. 19
Direct:	\$82,554	\$64,966	\$118,996
External Refs:	\$2,559	\$1,734	\$15,444
Organic Search:	\$4,555	\$4,562	\$3,937
Social Media:	\$171	\$450	\$2,503
Email/Other:	\$502	\$136	\$777

### Ecommerce Total:

April 2019: \$90,341 v. April 2018: \$71,848  
YTD 2019: \$377,934 v. YTD 2018: \$280,856

### Email Marketing

Email	Date	Open	Clicks
April eNews	4/30	29%	11%
Summer Campaign	4/1-30	78.7%	55.8%

### IT Initiatives

A new server was installed for file storage, active directory and various other network programs. This new server has all solid-state drives and the capability of virtualizing other servers to run on it.

We are looking into updating some back-end parts of the ShoreTel phone system. This includes migrating the server to a newer Mitel software platform.





# Memo

To: Board of Commissioners and Executive Director, Laure Kosey  
From: Marco Salinas, Chief Financial Officer  
Date: May 14, 2019  
Re: April 2019 Financials

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***Please note that due to the timing of these financial statements, we have yet to record a number of year-end adjustments including the year-end payroll accruals (various funds), compensated absence expenses (Tennis fund) as well as depreciation expense (Tennis fund). In addition, we continue to receive and process invoices for FY 2018/2019 that, once processed, will further increase expenditures across many funds.***

## General Fund

We have now completed all twelve months of fiscal year 2018/2019. Year-to-date (YTD) revenues, expenditures, and transfers out in this fund equal \$2,584,787, \$2,292,605 and \$150,000, respectively. This is resulting in a YTD net surplus of \$142,182; which is \$216,271 greater than prior year's deficit of \$74,090. Following is additional commentary:

- Total revenues have exceeded budget primarily due to better than expected property tax receipts, field rental revenue, as well as collection of the monthly electrical rebate (new revenue source). This was partially offset by lower than expected building rental revenue for our Family Recreation Center as well as our Central Park West facility;
- Expenditures across all departments are either on target or favorable against the annual budget. Two of our satellite parks, Saddlebrook and Forest Glen, experienced increased costs when compared to the prior year due to increased tree removal and tree trimming services, as well as the purchase of lawn aerating equipment;
- The \$150,000 transfer to the Capital Projects fund was significantly lower than prior year's amount of \$410,000. This is a major reason why there is a surplus in the current year whereas last year we ended with a deficit. Excluding this transfer out activity in both years, the current year surplus totals \$292,182, which is comparable to last year's surplus of \$335,910.

## Recreation Fund

YTD revenues, expenditures, and transfers out in this fund equal \$3,647,906, \$3,382,892 and \$81,011, respectively. This is resulting in a YTD net surplus of \$184,003; which is \$90,661 lower than prior year's net surplus of \$274,664. Following is additional commentary over this fund's activities:

- Total revenues are slightly below the amount budgeted as well as compared to the prior year. In our Aquatic Recreation Programs department, children's private lesson revenue and children's program revenue missed budgeted revenue by approximately \$55,000. In our Preschool Programs department, full-day preschool is unfavorable against budget by \$38,000 and has decreased approximately \$46,000 (28%) over the prior year. In our Pioneer Programs department, trip revenues missed targeted revenues by \$18,177 (25%).
- On the positive side, revenues have exceeded budget in our Children's Programs, Special Events, and Marketing departments.
- Expenditures across all departments are currently either on target or favorable against budget.

- Capital expenditures have increased significantly over prior year. The \$309,721 in YTD expenditures is comprised of \$250,804 for our Central Park improvement project, a \$32,761 lease payment for various fitness equipment, \$15,156 for the unity garden project and \$11,000 for the purchase of trash and recycling containers. The prior year's expenditures of \$137,761 is comprised of the \$32,761 fitness equipment lease payment, as well as \$105,000 in costs incurred for our family locker room project.

### **Recreational Facilities Fund (Tennis Center)**

YTD revenues and expenses in this fund are currently at \$1,929,687 and \$1,514,528, respectively. This is resulting in a YTD net surplus of \$415,159; which is an increase of \$225,458 over prior year's net surplus of 189,701. This year's surplus is being primarily driven by the following activity:

- Administration revenues have increased over prior year due to the receipt of the monthly electrical rebate from Direct Energy, as described on page 1 of this memo. The Tennis Fund is allocated with 25% of the monthly revenue due to their participation/commitment in reducing energy consumption;
- Increased non-resident membership revenue- \$203,121 in the current year versus \$186,962 in the prior year;
- Increased seasonal and indoor daily court time revenue- \$169,266 and \$211,776, respectively, in the current year versus \$157,851 and \$193,278, respectively, in the prior year;
- Increased private lesson revenue- \$272,529 in the current year versus \$231,266 in the prior year;
- Increased group lesson revenues- \$902,504 in the current year versus \$730,292 in the prior year;
- Expenditures across all departments are currently either on target or favorable against budget.
- Decreased capital expenditures. This year the tennis center has spent \$142,652 on capital improvements whereas in the prior year, the amount spent was three times as much at \$501,682.

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### **FINANCE OPERATIONS:**

- Preliminary audit fieldwork was completed in early May and our auditors are scheduled to return in July 2019 to conduct the final fieldwork for fiscal year 2018/2019.
- Finance is working on various year-end adjustments and accruals and is in the process of reconciling all balance sheet accounts through April 30, 2019.
- Finance completed the annual Operating Expenditures form as requested by PDRMA. The completed form will be used to calculate our 2020 insurance premiums.

### **HUMAN RESOURCES:**

- Linda drafted a job posting template for part and full-time positions that not only includes a brief profile of the District, but also any employment benefits. This task was undertaken to enhance our hiring efforts for the upcoming summer season.



# Memo

To: Oak Brook Park District Board of Commissioners  
From: Dave Thommes, Deputy Director  
Date: May 13, 2019  
Re: Recreation & Facilities Report

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## Recreation

- Bunny Basket deliveries took place on April 16<sup>th</sup> and 17<sup>th</sup>. 21 participants received baskets and a visit from the bunny!
- Preschool hosted an open house on April 3<sup>rd</sup> during preschool hours. 7 families enjoyed a tour and learned more about the program.
- Twenty-seven Pioneers enjoyed Art in Bloom at the Milwaukee Art Museum which included lunch at the historic Pfister Hotel.
- Mah Jongg participants (up to 36 every week!) are enjoying their time together on Fridays. Many new patrons are learning the game.
- Pioneer events this month also included: a movie matinee of "Crazy Rich Asians," bocce and bowling at Pinstripes on Mondays, along with brain games and bingo.

## Aquatics

- Swim team numbers continue to grow, which is very promising.
- The Underwater Egg Hunt went extremely well with 339 total participants. After reviewing the event survey, staff plans to improve the PA system and to find alternatives to candy for some prizes.
- The month of May will be full of hiring and training sessions for lifeguard staff to prepare for the upcoming outdoor summer season. We have many returning guards from last year and we have built up a strong group of new hires over the past few weeks.

## Fitness

- The Pink 5K was held on May 11. 1,069 participants registered with 826 runners finishing the race.
- A new session of Get Tough started and has 13 participants
- To better promote events and programs internally, new large poster frames have gone up in the fitness center. A wall magazine rack was also added.

## Tennis

- Members-Management meetings took place at the Tennis Center in April. The feedback received about the direction of the Tennis Center and its upcoming project was very positive and constructive.
- New outdoor cameras were installed at the Tennis Center.
- Junior development parent meetings were held on Friday, April 26<sup>th</sup>.

## Athletics

- April field rental revenue in 2019 was \$5,900 more than in 2018. The majority of that came from a new renter who needed a lot of time on the natural turf soccer fields.
- Fiscal year end revenue is nearly identical to last year's, with \$124,230 in FY 18 – 19 compared to \$124,785 in FY 17 – 18, despite having the baseball fields unavailable for rentals due to the reconfiguration project.
- The Spring Men's Basketball League has begun with 13 teams registered.
- New custom soccer field number signs have been ordered and will be put up at the fields.

- Open Pickleball numbers continue to increase, including a new high of 37 participants on April 30<sup>th</sup>. Staff are currently working on creating a program for the fall season to capitalize on this audience in addition to open play.

Facilities

- Maintenance staff rebuilt exhaust fans in the slide tower at the aquatic center and in the men’s locker room at the Tennis Center.
- Splash Island has been de-winterized and assembled for opening, which is planned for May 20<sup>th</sup>.
- In-house preventive maintenance was performed on rooftop HVAC systems and air handlers at the Family Recreation Center and Central Park West.

Retention Results

19-Apr			
	Retained	Total	Rate
Aquatic	179	196	91.30%
Aqua/Ten	1	1	100.00%
Fitness	326	359	90.80%
Fit/Aqua	157	169	92.90%
Fit/Ten	13	14	96.00%
Premiere	34	38	89.50%
<b>Yearly Total</b>	<b>710</b>	<b>777</b>	<b>91.40%</b>
EFT Aqua	704	723	97.40%
EFT Aqua/Ten	47	48	97.90%
EFT Fitness	1124	1151	97.70%
EFT Fit/Aqua	596	618	96.40%
EFT Fit/Ten	84	90	93.30%
EFT Premiere	149	149	100.00%
<b>Yearly &amp; EFT</b>	<b>3414</b>	<b>3556</b>	<b>96.00%</b>

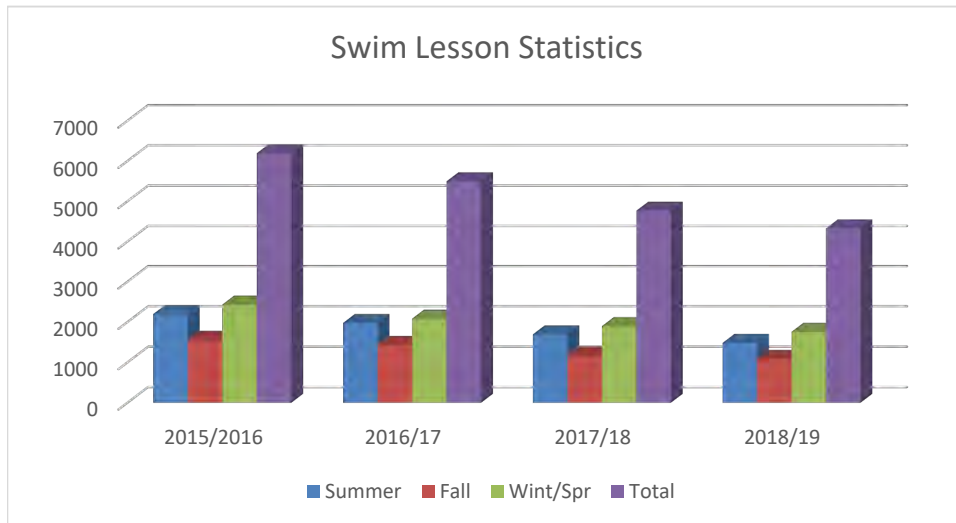
- We gained 32 new members in March; net 13.



# Oak Brook Park District Aquatic Center Swim Lesson and Swim Team Statistics

Swim Lesson Statistics				
	Summer	Fall	Wint/Spr	Total
<b>2015/2016</b>	2199	1562	2433	<b>6194</b>
<b>2016/17</b>	1978	1434	2084	<b>5496</b>
<b>2017/18</b>	1694	1173	1899	<b>4766</b>
<b>2018/19</b>	1483	1085	1758	<b>4326</b>

Swim Team Statistics					
	Summer	Fall/Winter	Spring	Spring Training	Total
<b>2015/2016</b>	34	56	53	84	<b>227</b>
<b>2016/17</b>	51	68	35	52	<b>206</b>
<b>2017/18</b>	32	65	46	73	<b>216</b>
<b>2018/19</b>	71	80	78	99	<b>328</b>





Oak Brook Park District  
 Aquatic Center  
 Aquatic Party Statistics

2019 Aquatic Party Statistics													
Total # Parties	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Splash Birthday	15	9	24										48
Super Splash Birthday	7	3	11										21
Group (by day)	7	8	2										17
Private (indoors only)	6	4	4										14
Private (indoor/outdoor combo)	0	0	0										0
Splash Island Birthday	0	0	0										0
Camp Rentals	0	0	2										2
Lane Rental (lap only)	0	0	0										0
Scout	2	1	1										4
<b>Total # Parties</b>	<b>37</b>	<b>25</b>	<b>44</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>106</b>

<b>2018</b>	47	44	48	57	47	60	49	40	36	26	23	25	<b>502</b>
<b>2017</b>	46	52	60	54	43	61	75	37	2*	41	29	52	<b>550</b>



# Oak Brook Park District Athletic Fields Rental Report

## Athletic Field Usage 2017/2018 Fiscal Year Evergreen Bank Group Athletic Field

Month	May	June	July	August	September	October	November	December	January	Feb	March	April	17/18 YTD	16/17 Actual
Hours	177	103	109	180	188	183	109	8	7.5	3	80.5	168	1,316	1,233
Revenue	\$13,262	\$5,222	\$2,103	\$10,385	\$11,120	\$12,907	\$8,985	\$739	\$750	\$205	\$7,238	\$14,722	\$87,638	\$80,718

## Athletic Field Usage 2017/2018 Fiscal Year Natural Grass Soccer Fields

Month	May	June	July	August	September	October	November	December	January	Feb	March	April	17/18 YTD	16/17 Actual
Hours	159	140	133	202	211	200	1	0	0	0	0	73	1,119	1,106
Revenue	\$4,203	\$2,248	\$833	\$1,138	\$6,713	\$2,088	\$25	\$0	\$0	\$0	\$0	\$1,742	\$18,987	\$9,850

## Athletic Field Usage 2017/2018 Fiscal Year Baseball Fields

	May	June	July	August	September	October	November	December	January	Feb	March	April	17/18 YTD	16/17 Actual
Hours	88	148	151	209	183	81	2	0	0	0	0	79.25	941	987
Revenue	\$2,778	\$4,157	\$1,284	\$2,425	\$4,235	\$2,079	\$150	\$0	\$0	\$0	\$0	\$1,053	\$18,160	\$16,645

<b>Grand Total Hours:</b>	<b>3375</b>	<b>3326</b>
<b>Grand Total Revenue:</b>	<b>\$124,785</b>	<b>\$107,213</b>

## Athletic Field Usage 2018/2019 Fiscal Year Evergreen Bank Group Athletic Field

Month	May	June	July	August	September	October	November	December	January	Feb	March	April	18/19 YTD	17/18 YTD
Hours	172	126	79	168	203	210	81	28	0	0	87	155	1,307	1,316
Revenue	\$15,258	\$9,005	\$3,813	\$12,280	\$12,714	\$15,670	\$5,880	\$3,080	\$0	\$0	\$7,465	\$16,085	\$101,248	\$87,638

## Athletic Field Usage 2018/2019 Fiscal Year Natural Grass Soccer Fields

Month	May	June	July	August	September	October	November	December	January	Feb	March	April	18/19 YTD	17/18 YTD
Hours	91	154	131	145	195	80	0	0	0	0	0	177	971	1,119
Revenue	\$3,156	\$2,081	\$725	\$1,625	\$2,688	\$1,413	\$0	\$0	\$0	\$0	\$0	\$5,575	\$17,263	\$18,987

## Athletic Field Usage 2018/2019 Fiscal Year Baseball Fields

Month	May	June	July	August	September	October	November	December	January	Feb	March	April	18/19 YTD	17/18 YTD
Hours	116	96	37	24	116	89	12	0	0	0	0	83	572	941
Revenue	\$1,740	\$595	\$100	\$75	\$200	\$800	\$475	\$0	\$0	\$0	\$0	\$1,734	\$5,719	\$18,160

<b>Grand Total Hours:</b>	<b>2849</b>	<b>3375</b>
<b>Grand Total Revenue:</b>	<b>\$124,230</b>	<b>\$124,785</b>



## Oak Brook Park District Facility Statistics and Data

Facility Rentals													
	JAN	Feb	March	April	May	June	July	AUG	SEPT	OCT	NOV	DEC	Total
<b>2019</b>													
Gym Rentals	136	134	109	93									
Gym Revenue	\$ 19,800.00	\$ 18,003.00	\$ 13,045.00	\$ 10,695.00									
Room Rentals	43	57	60	52									
Room Revenue	\$ 1,170.00	\$ 2,618.50	\$ 1,055.00	\$ 1,945.00									
CPW Rentals	11	9	14	10									
CPW Revenue	\$4,990.00	\$3,597.50	\$4,990.00	\$2,760.00									

<b>2018</b>													
Gym Rentals	152	131	137	101	78	73	70	96	98	119	139	118	1,312
Gym Revenue	\$ 19,245.00	\$ 18,237.00	\$ 14,510.00	\$ 11,025.00	\$ 6,490.00	\$ 7,412.50	\$ 7,340.00	\$ 20,500.00	\$ 8,950.00	\$ 15,396.00	\$ 17,165.00	\$ 16,075.00	\$ 162,345.50
Room Rentals	57	48	66	64	45	56	47	45	52	52	48	55	
Room Revenue	\$ 4,409.00	\$ 4,202.00	5,385	4,430	1,900	5,180	4,170	\$ 3,117.00	\$ 4,569.00	\$ 2,980.00	\$ 3,365.00	\$ 3,568.00	\$ 47,275.00
CPW Rentals	8	9	13	12	9	20	11	17	8	8	13	9	137
CPW Revenue	\$4,307.50	\$3,457.50	\$5,501	\$4,950	\$4,590	\$10,325	\$5,780	\$5,340	\$6,182	\$4,720	\$6,013	\$4,465	\$65,631.00

Theme Parties													
	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
<b>2019</b>	0	3	1	0									
<b>2018</b>	5	5	8	2	5	5	2	1	4	4	3	6	50





## Oak Brook Park District Family Recreation Center Membership Usage Data

*Members												
	January	February	March	April	May	June	July	August	September	October	November	December
<b>2016</b>	3,524	3,456	3,704	3,623	4,053	4,204	4,333	4,220	3,603	3,571	3,600	3,757
<b>Resident</b>	54%	53%	54%	56%	54%	52%	52%	52%	56%	55%	57%	56%
<b>Non Resident</b>	46%	47%	46%	44%	46%	48%	48%	48%	44%	45%	43%	44%
<b>EFT</b>	2,216	2,674	2,188	2,170	2,205	2,177	2,212	2,207	2,207	2,197	2,209	2,329
<b>2017</b>	3,901	3,715	3,686	3,848	4,150	4,230	4,283	3,812*	3711*	3,665*	3,751	3,859
<b>Resident</b>	55%	53%	53%	54%	53%	52%	52%	54%	55%	55%	53%	52%
<b>Non Resident</b>	45%	47%	47%	46%	47%	48%	48%	46%	45%	45%	47%	48%
<b>EFT</b>	2,481	2,495	2,514	2,538	2,499	2,499	2,511	2,529	2,513	2,520	2,617	2,736
<b>2018</b>	3,902	3,888	4,015	4,132	4,283	4,422	4,457	4,252	3,888	3,816	3,808	3,843
<b>Resident</b>	52%	52%	52%	52%	51%	50%	51%	52%	53%	53%	53%	52%
<b>Non Resident</b>	48%	48%	48%	48%	49%	50%	49%	48%	47%	47%	47%	48%
<b>EFT</b>	2,827	2,836	2,845	2,829	2,810	2,781	2,765	2,763	2,756	2,705	2,724	2741
<b>2019</b>	3,920	3,910	4,053	4,164								
<b>Resident</b>	52%	52%	52%	51%								
<b>Non Resident</b>	48%	48%	48%	49%								
<b>EFT</b>	2,806	2,790	2,747	2,746								
Usage												
	January	February	March	April	May	June	July	August	September	October	November	December
<b>2016</b>	13,418	13,216	12,915	12,360	11,828	11,750	11,538	10,900	9,097	10,625	10,233	10,034
<b>2017</b>	12,631	11,559	12,351	11,245	14,711	16,596	17,065	12,568*	8238*	12,812	13,327	14,178
<b>2018</b>	15,909	13,043	16,047	14,383	14,333	14,782	15,768	13,472	11,150	13,441	13,424	13,933
<b>2019</b>	15,079	14,004	16,220	13,972								

\*Locker Room Renovation began August 14, 2017

Re-opened December 1st, 2017



# Memo

To: Board of Commissioners  
From: Bob Johnson, Director of Parks and Planning  
Date: May 13, 2019  
Re: Board Report

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- Staff has worked to prepare Central Park North for the spring soccer season. The weather has been a challenge, but mowing is underway, soccer goals are in place, and fields are being striped for games and practices.
- Spring weed control and fertilizer has been applied in all the parks. Over-seeding bare and thin turf is just getting underway due to the recent cold and wet weather. Portions of the south shoreline of Ginger Creek that were planted native last summer are being re-seeded as well.
- Asphalt maintenance at Central Park had to be postponed due to weather, and is now tentatively scheduled for the end of May, weather depending. The project is expected to take 2-3 days to complete, and parking/driving lanes will be re-routed and re-adjusted during that time. Visitors will be notified about the disruptions via-signage and social media.
- Two new honey bee colonies have been established at the Dean Nature Sanctuary. If the new colonies thrive, staff will attempt to split them into four sometime this summer. Two “buzz box” hive monitors have been purchased and will soon be installed. The devices collect data about the activity within the hive, which can then be shared over a network accessed through a smartphone app. Staff hopes to learn more about hive activity, especially during the winter months.
- Native stewardship is underway at the Dean Nature Sanctuary. Spot weed removal was conducted in April, and over-seeding will be complete by the end of May. Emergent plant plugs have been purchased and will be planted along the shoreline of the pond. In addition, floating water lilies will be added which will provide much needed shade for aquatic life and improve the aesthetics of the pond.
- Wetland delineation and survey work is complete along Ginger Creek. This task had to be completed as part of the engineering for the site, and involves identifying the limits of areas of the shoreline and shallows that are considered wetland.
- Contractors for the Illinois Tollway Authority are beginning to prune trees along I-294 in existing right-of-way passages.



## Oak Brook Park District

### BOARD MEETING

#### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: ORDINANCE 19-0520: AN ORDINANCE DECLARING SURPLUS PERSONAL PROPERTY AND AUTHORIZING THE SALE OR CONVEYANCE THEREOF**

**AGENDA No.: 8 A**

**MEETING DATE: MAY 20, 2019**

**STAFF REVIEW:**

Deputy Director, Dave Thommes:

Handwritten signature of Dave Thommes in black ink.

**RECOMMENDED FOR BOARD ACTION:**

Executive Director, Laure Kosey:

Handwritten signature of Laure Kosey in black ink.

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

Items that have been recently identified as surplus property are listed in the attached Ordinance 19-0520.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

Staff is recommending the outdated and non-working Information Technology Equipment to be recycled. Other items that are of poor quality will be recycled when recycling opportunities exist, or otherwise discarded. Items that have possible use by others will be offered for sale.

**ACTION PROPOSED:**

Motion and a second to Approve Ordinance 19-0520: An Ordinance Declaring Surplus Personal Property and Authorizing the Sale or Conveyance Thereof.

**ORDINANCE NO. 19-0520  
AN ORDINANCE DECLARING  
SURPLUS PERSONAL PROPERTY AND  
AUTHORIZING CONVEYANCE OR SALE THEREOF**

---

**WHEREAS**, the Park District Code (70 ILCS 1205/8-22) provides that whenever a Park District owns any personal property that in the opinion of three-fifths (3/5) of the Board members then holding office, is no longer necessary, useful to or for the best interests of the District, three-fifths (3/5) of the Board members then holding office may, by ordinance, authorize the conveyance or sale of that personal property in any manner they may designate, with or without advertising for sale; and

**WHEREAS**, the Oak Brook Park District (the “District”) owns certain personal property as follows:

<b>Property</b>					
<b>Equipment Type</b>	<b>Make</b>	<b>Model</b>	<b>Serial Number</b>	<b>Reason for Surplus</b>	<b>Method of Disposal</b>
<b>IT Surplus</b>					
Monitor	Dell	E178FPb	CN-ORY979-74261-7BJ-JCKL	Outdated	Recycle
Power Supply	Eaton	PW5110 500	103004256-5591	Outdated	Recycle
Computer	HP	Pro 3500 SERIES MT	C9J26UT#ABA	Outdated	Recycle
Computer	HP	Pro 3500 SERIES MT	D8C46UT#ABA	Outdated	Recycle
Computer	HP	Pro 3500 SERIES MT	XC939UT#ABA	Outdated	Recycle
Computer	HP	Pro 3500 SERIES MT	C9J26UT#ABA	Outdated	Recycle
Computer	HP	Pro 3500 SERIES MT	C9J26UT#ABA	Outdated	Recycle
Switch	ProCurve	1800-24G	CN830ZP2LW	Outdated	Recycle
Spam/Virus Filter	Barracuda	BNHW001	BAR-SF-385447	Outdated	Recycle
Card Printer	Zebra	P110i	P110001319	Outdated	Recycle

Equipment Type Description	Quantity	Model	Serial Number	Reason for Surplus	Method of Disposal
<b>Facilities</b>					
Vectra - Upholstered guest chairs	2		Manufactured 1996	Poor condition	Dispose
Wooden Desk	1			Poor Condition	Dispose
Upholstered Bench	1		Manufactured 1996	Poor Condition	Dispose

(hereinafter collectively referred to from time to time as the “Property”), which, according to the advice and recommendation of the District’s staff is no longer necessary, useful to or for the best interests of the District; and

**WHEREAS**, the District’s staff has recommended that the Property, except for the Property designated to be recycled/discarded, can best be sold by utilizing the services of Obernauf Auction Services, Inc., 118 N. Orchard Street, Round Lake, IL 60073, (an Illinois Auction Firm; License # 444.000105), who shall post the availability of such Property, with a minimum acceptable price as determined by the District’s Executive Director, and shall conduct the auction on behalf of the District by accepting bids for the purchase of the Property to the highest bidder; provided that, in the event that no bid is received for any portion of the Property to be sold by Obernauf Auction Services, Inc., any remaining Property shall be donated or disposed of as determined by the Executive Director; and

**WHEREAS**, the Board hereby accepts and adopts the recommendation of the District’s staff with respect to the Property.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois as follows:

**Section 1:** The Property is hereby declared, by a three-fifths (3/5) vote of the Board members now holding office, to be no longer necessary or useful to or for the best interests of the District, and the Board hereby finds that it is in the best interest of the District to dispose of the Property as set forth in Section 2 of this Ordinance.

**Section 2:** The Board hereby authorizes:

a) The sale of the Property, not designated to be discarded, by utilizing the services of Obernauf Auction Services, Inc., 118 N. Orchard Street, Round Lake, IL 60073, (an Illinois

Auction Firm; License # 444.000105), who shall post the availability of the Property, with a minimum acceptable price as determined by the District's Executive Director, and shall conduct the auction on behalf of the District by accepting bids for the purchase of the Property to the highest bidder; provided that, in the event that no bid is received for any portion of the Property to be sold by Obernauf Auction Services, Inc., any remaining Property shall be donated or disposed of as determined by the Executive Director; and

b) All other Property to be discarded.

**Section 3:** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of the conflict.

**Section 4:** This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED AND APPROVED THIS 20th DAY OF MAY, 2019.**

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

**OAK BROOK PARK DISTRICT**

By: \_\_\_\_\_  
Sharon Knitter, President

ATTEST:

By: \_\_\_\_\_  
Laure L. Kosey, Secretary



# Oak Brook Park District

## BOARD MEETING AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: TENNIS CENTER AIR HANDLING UNIT  
REPLACEMENT BID**

**AGENDA NO.: 8 B**

**MEETING DATE: MAY 20, 2019**

**STAFF REVIEW:**

Deputy Director, Dave Thommes:

**RECOMMENDED FOR BOARD ACTION:**

Executive Director, Laure Kosey:

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

Tennis Center staff has identified the need to replace the aging HVAC units at the Tennis Center, which are original to the building.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

This project will encompass replacing HVAC Unit #3. This HVAC unit serves the back-lounge area, lower level hallways and storage rooms. The project will also replace part of duct work related to the unit and will require raising the ceiling in the back-lounge area.

Successful completion of this project will not only improve HVAC efficiency, but will also add VAV control and VAV boxes which will allow for greater zone control.

The work for the Alternate Bid encompassed replacing the ceiling tile and ceiling grids in the lower level.

Bids were opened on May 9, 2019 and a summary of those bids is on the page that follows. The low-bidder, Amber Mechanical Contractors, Inc., contacted Kluber and Park District staff immediately following the opening and stated that they made an error in their pricing and wished to pull their bid due to this error. Staff then began a scope review with the next lowest bidder, Kandu Construction, Inc. After this review and speaking with their references, staff feels confident moving forward with Kandu Construction, Inc. for this project.

Due to budget constraints, the Alternate Bid will not be accepted.

**ACTION PROPOSED:**

Motion (And a Second) to reject the base and alternate bids of Amber Mechanical for a price of \$225,000 due to a contractor pricing error and their desire to withdraw their bid.

Motion (And a Second) to accept the base bid and reject the alternate bid of Kandu Construction, Inc. for Tennis Center Air Handling Unit Replacement and to Approve an Agreement Between the Oak Brook Park District and Kandu Construction, Inc. for the Base Bid Work for a Not-to-Exceed Cost of \$218,000.





Oak Brook Park District  
 1450 Forest Gate Road  
 Oak Brook, IL 60523

Bids were opened in the order of receipt, 11:30 a.m., May 9, 2019.

### Tennis Center AHU # 3 Replacement and Interior Remodeling Project

Bidder	Bond	Certifications	Addendum # 1	References	Base Bid	Alternate Bid
MG Mechanical Contracting, Inc. 1513 Lamb Road Woodstock, IL 60098	x	x	x	x	\$ 221,850.00	\$ 21,250.00
Kandu Construction, Inc. 3756 W. Devon Ave. Lincolnwood, IL 60712	x	x	x	x	\$ 218,000.00	\$ 18,000.00
Paul Borg Construction Company 2007 South Marshall Boulevard Chicago, IL 60623	x	x	x	x	\$ 263,668.00	\$ 20,000.00
Core Mechanical, Inc. 4632 W. Lawrence Ave Chicago, IL 60630	x	x	x	x	\$ 290,568.00	\$ 33,985.00
Amber Mechanical Contractors, Inc. 11950 S. Central Ave Alsip, IL 60803-9700	x	x	x	x	<del>\$ 193,000.00</del>	<del>\$ 22,000.00</del>
1 Source Mechanical, Inc. 1010 Jorie Blvd, # 390 Oak Brook, IL 60523	x	x	x	x	\$ 252,950.00	\$ 19,875.00

The low bidder, Amber Mechanical Contractors, Inc. contacted Kluber Architects + Engineers and the Park District immediately following the bid opening and stated that they made an error in their pricing and wished to pull their bid due to this error.

A scope review was conducted with the next lowest bidder, Kandu Construction, Inc. After the review and speaking with Kandu's references, staff is recommending for the Board of Commissioners to accept the base bid from Kandu Construction, Inc. for a not to exceed price of \$218,000.

Due to budget constraints, the Alternate Bid will not be accepted.



## AMBER MECHANICAL CONTRACTORS, INC.

11950 S. CENTRAL AVE.  
ALSIP, IL 60803-3402  
PHONE: 708-597-9700  
FAX: 708-597-5875

### BID WITHDRAW LETTER revised

To: Charli johnsos - [CJOHNSOS@KLUBERINC.COM](mailto:CJOHNSOS@KLUBERINC.COM) - 630-549-5372  
Cc: Oak Brook Park District  
Re: Oak Brook Tennis Center AHU3 & Renovations

Date: 5-9-2019

I wanted to reach out to you asap to let you know I had an error in my bid.

We had 4 bids due today & in my haste, I didn't add **\$41,000** to my bid for **General Trades** work, as seen in the screen shot of my sub-contractor portion of my spread sheet below:

HVAC PIPING COST	\$17,080 CS
GENERAL CONTR	
ELECTRICAL	\$30,500 CITY
DEMOLITION	\$5,000
FIRE PROTECTION	\$8,148 MVP
Excavate & Backfill	*
T & B-----Air	\$1,200 itb
CONTROLS	\$36,915 APPLIED

My base bid read today was \$193,000 - without the needed \$41,000 for GC work.

The correct math should be:

$$\$193,000 + \$43,050 (\$41,000 + \$2,050 (5\%OHP)) = \underline{\$236,050}$$

If I did not make this error, my bid would have been \$236,050 & NOT \$193,000 which is under our job cost.

**For this reason, we will need to unfortunately pull our bid.**

I do this every day for a living and take this very seriously. I can provide references if need to speak to our integrity & loyal service to this industry since 1959.

We apologize for this mistake & look forward to the next opportunity with Oak Brook / Kluber!!!

Please contact me with any questions & confirm that you will send our bid bond back.

Respectfully Submitted,

James D. Major  
Chief Project Estimator



## Oak Brook Park District

### BOARD MEETING

#### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: 2019 AMENDMENT TO THE OAK BROOK PARK DISTRICT EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT**

**AGENDA NO.: 8 C**

**MEETING DATE: MAY 20, 2019**

**STAFF REVIEW:** Chief Financial Officer, Marco Salinas:

Handwritten signature of Marco Salinas in black ink.

**RECOMMENDED FOR BOARD ACTION:** Executive Director, Laure Kosey:

Handwritten signature of Laure Kosey in black ink.

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

The Board of Commissioners conducted the annual review of the Executive Director during the closed session of the April 15, 2019 Board Meeting.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

As directed by the Board of Commissioners, the attached 2019 Amendment to the Oak Brook Park District Executive Director Employment Agreement is presented for review and possible approval.

**ACTION PROPOSED:**

Motion (and a second) to approve the 2019 Amendment to the Oak Brook Park District Executive Director Employment Agreement as presented.

**2019 AMENDMENT TO OAK BROOK PARK DISTRICT  
EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT**

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THIS 2019 AMENDMENT TO OAK BROOK PARK DISTRICT EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT (“2019 Amendment”) is made this 1<sup>st</sup> day of May, 2019, by and between the OAK BROOK PARK DISTRICT, an Illinois unit of local government (hereinafter referred to as "District") and Laure L. Kosey, Executive Director for the District (hereinafter referred to as "Director").

WHEREAS, District and the Director entered an “Oak Brook Park District Executive Director Employment Agreement” on February 5, 2010 (the “Employment Agreement”), to establish the terms and conditions of the Director’s employment as the District’s Executive Director; and

WHEREAS, the District and the Director amended the Employment Agreement on June 13, 2011, April 9, 2012, March 18, 2013, May 1, 2016, and May 1, 2018 to provide for modifications to certain terms and conditions for compensation, reimbursement of expenses and automobile allowance for the Director; and

WHEREAS, the District and the Director have determined that it is necessary and desirable to further amend the Employment Agreement in accordance with the terms of this 2019 Amendment, to provide for an extension of the term of the Employment Agreement, as heretofore amended, and compensation for the Director for the term of the Employment Agreement, as amended herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements herein contained, it is agreed by and between the parties hereto as follows:

**1. 2019 AMENDMENT TO EMPLOYMENT.** The District and the Director hereby agree to the following amendments to the Employment Agreement:

(A) Delete Section 2 of the Employment Agreement, and substitute the following:

2. **TERM.** The term of the Employment Agreement, as heretofore amended, shall be extended from May 1, 2019, through April 30, 2022, subject to the provisions hereinafter set forth concerning termination and appropriation of sufficient funds.

(B) Delete Section 4 of the Employment Agreement, and substitute the following:

4. **COMPENSATION.**

a. The Director's base gross compensation from May 1, 2019, through April 30, 2022, shall be payable biweekly in the amount of \$6,230.02, less customary withholdings, annualized to One Hundred Sixty-One Thousand, Nine Hundred Eighty Dollars and Forty-Two Cents (\$161,980.42).

b. The Director shall receive a performance bonus in the gross amount of \$10,000.00, less customary withholdings, effective May 1, 2019, and shall be eligible to receive a bonus on or before April 30 of each subsequent year of the Employment Agreement.

c. The Director shall receive an automobile allowance in the amount of Four Hundred Twenty Dollars (\$420.00) per month for the term of the Employment Agreement, as amended.

e. Nothing herein shall preclude the District from offering the Director additional bonuses or increases as the Board may deem appropriate, in its sole discretion, during the term of the Employment Agreement, as amended.

(C) Delete the last two sentences in the last paragraph of Section 7 and replace with the following:

7. TERMINATION AND SEVERANCE.

If this Employment Agreement is terminated by the District other than for cause as aforesaid, the Director shall be entitled to receive severance compensation in amount not to exceed twenty (20) weeks from the date of termination, and benefits shall be continued as they otherwise would be continued upon termination of an employee in accordance with the policies of the District and applicable law. No other remedy or damage shall be available to the Director as against the District on account of such termination without cause. In no event shall the Director be entitled to any severance compensation if the Director is terminated for cause.

(D) Delete Section 13 and replace with the following:

13. RENEWAL OF AGREEMENT.

If this Employment Agreement is renewed, the Director shall be entitled to an annual increase for each year of the renewal term, as determined by the Board in its sole discretion based on the Director's performance. The Board shall endeavor to notify the Director of any approved annual increase at least thirty (30) days prior to commencement of the new renewal term.

**2. CONTINUED EFFECTIVENES OF OTHER TERMS AND CONDITIONS OF THE EMPLOYMENT AGREEMENT.** Except as provided in Section 1 of this 2019 Amendment, all other terms and conditions of the Employment Agreement, as heretofore amended, shall continue in full force and effect for the term of the Employment Agreement, as amended herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day above first written.

**OAK BROOK PARK DISTRICT**

**EXECUTIVE DIRECTOR:  
LAURE L. KOSEY**

By: \_\_\_\_\_  
Sharon Knitter  
Its President

\_\_\_\_\_  
Laure L. Kosey



# Oak Brook Park District

## BOARD MEETING

### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: AMENDMENT TO THE CONSERVATION EASEMENT BETWEEN THE CONSERVATION FOUNDATION AND THE OAK BROOK PARK DISTRICT FOR THE OAK BROOK PARK DISTRICT DOROTHY AND SAM DEAN NATURE SANCTUARY**

**AGENDA NO.:** 8 D

**MEETING DATE:** MAY 20, 2019

STAFF REVIEW: Director of Parks and Planning, Bob Johnson:

RECOMMENDED FOR BOARD ACTION: Executive Director, Laure Kosey:

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

During the acquisition of the Dean Nature Sanctuary, the Park District entered into a Grant of Conservation Right in the Form of an Easement (“Conservation Easement”) under the terms of the “Real Property Conservation Rights Act” (765 ILCS 120/0.01 *et. seq.*) with the Conservation Foundation to protect the uniqueness of the Dean Property, in accordance to the covenants, terms, conditions and restrictions set out in the Grant of Conservation Right. The Conservation Easement set forth Dorothy Dean’s wishes for the property to be a nature sanctuary and that the Dean home and other buildings could be used to further such purposes as an education center.

In 2011, the District evaluated the possibility of developing the Dean home into a nature education center with the Village of Oak Brook Building and Zoning. Testing was done on the home, and it was discovered that the home contained asbestos and mold, and was in need of many repairs. Unfortunately, the cost to retrofit and restore the home was financially prohibitive. Consulting with the Conservation Foundation, it was determined that the best course of action would be to demolish the Dean Home and to construct a nature education center specifically designed for public use. The home was demolished in 2011.

During October of 2017, the Conservation Foundation was in the process of becoming accredited by the Land Trust Alliance and the accreditation process required a baseline documentation review by the parties of the Conservation Foundation’s conservation easements. The Conservation Foundation sent the Dean Nature Sanctuary baseline document to the District which depicted the conditions of the conservation easement as of 2015. It was while reviewing the baseline document, staff realized the need to update information regarding the District’s desire to build a future nature education center and as discussed with the Conservation Foundation prior to the demolition of the Dean home in 2011. The baseline document did not provide for this opportunity.

A meeting between the Conservation Foundation and the Park District was held in January 2018 to discuss the possible future plans of the Dean Nature Sanctuary and how the conservation easement may be modified to provide opportunity for future Board of Park Commissioners to build a nature education center, restroom facility and a nature playground, if so desired.

Following the Conservation Foundation’s procedures for requesting the amendment, the park district’s attorneys have drafted the attached agreement in consultation with the Conservation Foundation’s attorney. The agreement has been presented to the Conservation Foundation’s Board and has been approved.

Under the recommendation of Commissioner Tom Truedson, a clarification to the size of the future nature education center has been added to the diagram # 3 of the Agreement, which would limit the size of the nature education center to the square footage of the original Dean family home footprint which is 4,000 square feet.

This past summer, as the District was working on the amendment, the Graue Mill Country Condominiums and the Village of Hinsdale informed the Park District of the urgent need to have an emergency access - grass pave pathway for emergency vehicles to access the north side of the condominiums. (This pathway is noted on the future site amenities diagram.) The Conservation Foundation is receptive to allow this emergency access. Upon the approval of the amendment by the Conservation Foundation's Board and Park District's Board, the Village of Hinsdale and the Graue Mill Homeowner Association would make a request to the Oak Brook Park District Board for the emergency grass pave path, and if approved, would enter into an Intergovernmental Agreement with the Park District for such use. Upon the approval by the Board of Park Commissioners, the grass-pave would be installed and maintained by an approved contractor at the expense of the Graue Mill Homeowner Association.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

The attorneys from both the Conservation Foundation and the Park District have reviewed the attached agreement. The Conservation Foundation's Board has approved the amendments.

**ACTION PROPOSED:**

Motion and a second to approve the Amendment to the Conservation Easement Between the Conservation Foundation and the Oak Brook Park District for the Oak Brook Park District Dorothy and Sam Dean Nature Sanctuary.



## FIRST AMENDMENT TO CONSERVATION EASEMENT

**THIS FIRST AMENDMENT TO CONSERVATION EASEMENT** (“Amendment”) is made this \_\_\_\_ day of \_\_\_\_\_, 2018 (“Effective Date”) by and between the Oak Brook Park District, an Illinois unit of local government, 1450 Forest Gate Road, Oak Brook Illinois 60521 (“Park District” or “Grantor”) and The Conservation Foundation, an Illinois not-for-profit corporation, organized and operating pursuant to the Illinois Not-for-profit Corporation Act, 10 S. 404 Knoch Knolls Road, Naperville, Illinois 60565 (“Foundation” or “Grantee”). The Park District and the Foundation are sometimes referred to herein as a “Party” and collectively as the “Parties.”

### RECITALS

- A. Park District is owner in fee simple to certain real property legally described in **First Amendment Exhibit No. 1** attached hereto and incorporated by this reference (the “Protected Property”).
- B. On November 13, 1995, the Park District granted certain rights to the Foundation pursuant to the Real Property Conservation Rights Act, 765 ILCS 120.0.01 *et seq.*, in two documents titled “Grant of Conservation Right in the form of an Easement,” (Conservation Easement”) and “Memorandum of Understanding: Dorothy Dean (“Mrs. Dean”)—Oak Brook Park District—Conservation Foundation of DuPage County” (“MOU”), and a copy of said documents are attached hereto as **First Amendment Exhibit No. 2**, incorporated herein by this reference.
- C. The Parties now wish to amend the Conservation Easement in order to further enhance the public experience at the Protected Property and to further the objectives of the Conservation Easement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, the Grantor and Grantee do hereby amend the Conservation Easement as follows:

1. **Amendment to Conservation Easement.** The Conservation Easement is hereby amended by the deletion of Section 1 of the Grantor’s covenants (commencing at the end of p. 2 of the Conservation Easement) and replacement of said Section 1 with the following:

*[In furtherance of the foregoing affirmative rights of the Grantee, the Grantor makes the following covenants which shall run with and bind the Protected Property in perpetuity, namely that on the Protected Property, the Grantor, without the prior written consent of the Grantee, shall not]*

*1. Construct or place on the Protected Property any residential, commercial, industrial, office building, camping accommodations, or mobile homes, commercial advertising signs, billboards, dikes, berms, additional utilities (underground or overhead) or any other structures or improvements which are not consistent with the terms of this Conservation Easement. Notwithstanding the foregoing, the Grantor and Grantee agree to the following:*

- A. Pursuant to the terms of the MOU entered into contemporaneously with the Conservation Easement, the Parties and Mrs. Dean intended to use the barn, personal residence (the “Dean Home”) and other buildings then

located on the Protected Property, for the maintenance of the Protected Property and, as the Park District might determine in its discretion, the development of such buildings as a nature center so that the public would have a facility in which it might receive education, instruction and otherwise learn about nature preservation, wildlife, vegetation, husbandry and subjects and matters related to or part of the natural environment and its care.

- B. In 2011, the Park District assessed the possibility of developing the Dean Home into a nature sanctuary for public use, whereupon it was discovered that the Dean Home contained asbestos and mold and was in need of extensive repair and renovation. Grantee further determined that the costs associated with restoration and retrofitting of the Dean Home for use as a Nature Center was financially prohibitive, and with the Foundation's consent, the home was demolished in November of 2011.
  
- C. Following extensive consultation with Grantee, Grantor developed a conceptual plan to design, construct, operate and maintain a nature center, separate restroom facility, nature playground (adjacent to the nature center), and a "grass grid" driveway to allow emergency access to the Graue Mill Condo Community (collectively, the "Nature Center Improvements"), all where tentatively indicated on the preliminary concept plan ("Concept Plan"), attached to this First Amendment to Conservation Easement hereto as **First Amendment Exhibit No. 3.**
  
- D. Grantor subsequently prepared and submitted to Grantee an application for amendment to the Conservation Easement, with the requisite Concept Plan and application fee (collectively the "Application"), to secure Foundation approval of the Nature Center Improvements. The Application is attached hereto as **First Amendment Exhibit No. 4.**
  
- E. Grantee examined the Application and the Concept Plan to determine its sufficiency under Grantee's Conservation Easement Amendments Land Conservation Policy ("Easement Amendment Policy") attached hereto as **First Amendment Exhibit No. 5.** and applicable law, and determined that:
  - 1) The Nature Center Improvements are consistent with the purpose and intent of the Conservation Easement;
  - 2) The level of protection of the conservation values contained in the Conservation Easement will be the same or greater following adoption of this Amendment;
  - 3) This Amendment updates obsolete terms contained in the Conservation Easement pertaining to use of the original barn, house and related buildings;
  - 4) This Amendment meets the requirements of Sections 3 and 6 of Grantee's Easement Amendment Policy;

- 5) This Amendment is consistent with the Real Property Conservation Rights Act and all other governing law applicable to the Conservation Easement as defined therein.
- F. Based on the findings set forth in Subsection E immediately above, Grantee has approved Grantor's Application for the design, construction, operation, and maintenance of the Nature Center Improvements as generally described in **First Amendment Exhibit Nos. 3 and 4** hereof, subject to the following conditions:
- 1) Grantee shall have the right to prior review and approval of all site plans, architectural and engineering plans, and elevations, provided that said approval shall not be unreasonably withheld, delayed or conditioned.
  - 2) Grantee shall have the right to prior review and approval of any and all plans and specifications required by any entity with jurisdiction over the design and construction of the Nature Center Improvements, including but not by limitation, zoning and building codes, stormwater ordinances, and wetlands regulations and all other applicable laws, ordinances, regulations, and codes of the Village of Oak Brook, DuPage County, the state of Illinois or the federal government; provided that no approval under this subsection shall be unreasonably withheld, delayed or conditioned.
  - 3) Grantor will include appropriate interpretative signage.
  - 4) Grantor shall be solely responsible for all costs and expenses related to the permitting, design, construction, operation and maintenance of the Nature Center Improvements.
  - 5) Grantor shall provide Grantee with a current schedule during the construction of the Nature Center Improvements.
  - 6) Grantor shall require its architects, engineers and contractors to comply with all applicable federal, state, county, and local statutes, ordinances, rules, regulations, and codes in the design and construction of the Nature Center Improvements.
  - 7) Grantor shall notify Grantee of any concealed or unknown conditions promptly upon Grantor's discovery of same.
  - 8) Grantor shall require its contractors to confine its operations to areas that in Grantor's reasonable discretion will minimize the impact on the Protected Property.
  - 9) Grantee agrees to cooperate with Grantor in any attempt by Grantor to secure any third party financial assistance for the design, construction, operation and maintenance of the Nature Center Improvements.
  - 10) Grantor shall indemnify and hold Grantee harmless from any claims, liability, costs, attorney fees, judgments or expenses to Grantee or any officer, employee, agent or independent contractor of Grantee resulting from actions or claims of any nature by third

parties arising from any work or actions taken under this Amendment by Grantor or any employee, contractor, agent or other person or entity undertaking any work or actions on behalf of Grantor.

G. Subject to the conditions set forth in Subsection F immediately above, Grantor is hereby authorized to proceed with design and construction of any of the Nature Center Improvements at such time as Grantor determines to be appropriate, in its sole and absolute discretion. Grantor and Grantee acknowledge that Grantor has included the restroom facilities in its capital improvements plan to occur within the next ten (10) years, but that no deadline for construction and opening of said restroom facilities or any of the other Nature Center Improvements is established by this Amendment.

H. Grantor and Grantee further acknowledge and agree that:

- 1) Grantor will endeavor to build the education center at a location that minimizes site impact and mitigates disturbances to the hydrological cycle.
- 2) The location of the former Dean Home is an appropriate location for the nature center, acceptable to Grantee.
- 3) The nature center and restroom building will be designed and constructed according to sound environmental practices and in a manner that blends said improvements into the natural surroundings.
- 4) Grantor and its contractors are further granted the authority to do the following to the minimum extent necessary to construct and maintain the Nature Center Improvements:
  - a. Upgrade parking to meet ADA requirements and install a grass access way for adjoining residential development;
  - b. Cut live or standing dead trees, grasses and forbs as needed;
  - c. Cut, and/or fill, grade and/or otherwise change the topography of the Protected Property as needed;
  - d. Excavate and install, and grant easements for the excavation, installation, operation and maintenance of any and all improvements necessary to provide utility services to the Nature Center Improvements, including but not by limitation, services for water, gas, cable, electric, stormwater, sanitary services where required, provided that the Parties agree to locate required utilities along the corridor of the existing roadway to the greatest extent possible;
  - e. Stage vehicles, equipment and materials as required for construction.

- f. Provide for ingress and egress of construction vehicles, material and workers;
  - g. Install temporary construction fencing, water removal;
  - h. Take and perform such other actions as may be reasonably necessary to complete construction in accordance with customary practices.
- 5) Grantor shall transmit copies of any and all permits, licenses, authorizations, ordinances, and letters of approval pertaining to the design and construction of the Nature Center Improvements upon receipt of same.
  - 6) Grantee shall have the right to review minutes of construction meetings and consult with Grantor's project architect, general contractor or construction manager as the case may be, in order to confirm that construction is proceeding according to approved plans and specifications.
  - 7) Grantor shall require all construction managers, architects, engineers, contractors, subcontractors and suppliers to procure and maintain insurance in such types and amounts as are customarily provided by such entities to Grantor on its public construction projects. Grantor shall require all entities providing labor, material or services for the design or construction of the Nature Center Improvements to name Grantee as an additional insured for applicable coverages. Grantor shall require all contractors to provide performance and payment bonds if and as required by the Public Construction Bond Act, 30 ILCS 550/1 *et seq.*
  - 8) Upon completion of the construction, Grantor shall provide Grantee with a final set of marked-up plans and specifications or as-built drawings for the Nature Center Improvements.
2. Remaining Conservation Easement Provisions. All other provisions, terms and conditions of the Conservation Easement not modified by this Amendment shall remain in full force and effect without revision. In the event of any conflict between the provisions of this Amendment and the provisions of the Conservation Easement, the provisions of this Amendment will control.
  3. Nature of Amendment. This First Amendment to Conservation Easement is a conservation right in the form of an easement and shall be recorded in the office of the DuPage County Recorder of Deeds by the Grantee promptly following its execution in full. Once recorded, Grantee shall direct the Recorder to cause a copy of this Amendment to be mailed to the Illinois Department of Natural Resources.
  4. Amendment Runs with Land. The covenants, terms, conditions and restrictions set forth in this First Amendment to Conservation Easement shall be binding upon the Grantor and the Grantee and their respective agents, personal representatives, heirs, successors and assigns, and shall constitute servitudes running with the Protected Property in perpetuity.

5. Applicable Law and Attorney Fees. This Amendment shall be governed and construed in accordance with the laws of the State of Illinois, and the parties hereto hereby agree and consent to submit themselves to any court of competent jurisdiction situated in DuPage County, Illinois. In any action to enforce any of the terms of this Amendment, the prevailing party shall be entitled to recover its reasonable attorney fees and costs.

**IN WITNESS WHEREOF, THE OAK BROOK PARK DISTRICT**, an Illinois unit of local government, and **THE CONSERVATION FOUNDATION**, an Illinois not-for-profit corporation hereby agree to this First Amendment to Conservation Easement by causing this instrument to be signed and sealed this \_\_\_ day of \_\_\_\_\_, 2018.

**OAK BROOK PARK DISTRICT**, an Illinois unit of local government

By: \_\_\_\_\_  
Sharon Knitter, President  
Oak Brook Park District  
Board of Park Commissioners

**ATTEST:**

By: \_\_\_\_\_  
Laure Kosey, Secretary  
Oak Brook Park District  
Board of Park Commissioners

**THE CONSERVATION FOUNDATION**, an Illinois not-for-profit corporation

By: \_\_\_\_\_  
Brook McDonald, President/CEO  
The Conservation Foundation

**ATTEST:**

By: \_\_\_\_\_  
[Title]

**FIRST AMENDMENT EXHIBIT NO. 1**

THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

**FIRST AMENDMENT EXHIBIT NO. 2**

**[MEMORANDUM OF UNDERSTANDING AND GRANT OF CONSERVATION RIGHT IN  
THE FORM OF AN EASEMENT  
DATED NOVEMBER 13, 1995]**



Dorothy Dean Cavanaugh  
15 Canterbury Lane  
Oak Brook, Illinois 60521

November 10, 1995

Conservation Foundation of  
DuPage County  
c/o Scott M. Day  
Attorneys at Law  
300 E. 5th Avenue  
Suite 365  
Naperville, Illinois 60563

re: Donation of the Dean Farm  
15 Canterbury Lane  
Oak Brook, Illinois  
As the Dorothy and Sam Dean  
Nature Sanctuary

Ladies and Gentlemen:

Per our conversations and understanding, enclosed please find a deed to the Foundation of my interest in the Dean Farm. This deed is a donation to the work of the Foundation and as part of that work, the farm is to be kept as a nature sanctuary. To accomplish this goal, it is understood that the Foundation may, by mesne conveyance, transfer the Farm to the Oak Brook Park District. In such event, the Foundation shall obtain from the Park District an easement, including covenants, conditions and restrictions, providing that the farm will be kept as a nature sanctuary. Any such easement document is to be approved by me before any transfer is consummated. In the event the Foundation obtains funds from the transfer to the Park District, those funds shall be held and expended by the Foundation from the "Dorothy and Sam Dean Nature Sanctuary Endowment." Such Endowment shall be used by the Foundation to acquire and preserve open space in and around the DuPage County area. Further, the Foundation has advised me that it is a charitable, religious or educational foundation having been granted exemption under Section 501(C)(3) of the Internal Revenue Code and that contributions to it are "tax deductible" under that code.

I appreciate the work you are doing in our community to enhance our natural environment, and hope that this donation will enable you to carry on with your efforts in making our community a more healthful and better place.

Very truly yours,

Dorothy Dean Cavanaugh

Accepted and agreed to.

Date: November 13, 1995

Conservation Foundation of  
DuPage County

By: [Signature]  
President

GRANT OF CONSERVATION RIGHT IN THE FORM OF AN EASEMENT

THIS INDENTURE, made this 13 day of November, 1995, by and between OAK BROOK PARK DISTRICT, a body politic and corporate (hereinafter called "Grantor"), and the CONSERVATION FOUNDATION OF DUPAGE COUNTY (formerly the Forest Foundation), a not-for-profit corporation whose primary purpose includes the conservation of land, natural areas, open space and water areas under the Real Property Conservation Rights Act, as amended from time to time, 765 ILCS 120/0.01, et seq., (hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple subject to a life estate of certain real property as described in Exhibit A attached hereto and made a part hereof (hereinafter called the "Protected Property"); and

WHEREAS, the Grantee is dedicated to the preservation of natural areas and resources in DuPage County, and is empowered to acquire an interest in real estate through easement under the Real Property Conservation Rights Act, as amended from time to time, 765 ILCS 120/0.01, et seq., with an office at 703 Warrenville Road, Wheaton, Illinois; and

WHEREAS, the Protected Property has significant natural, scenic, and aesthetic value in its present state to the Grantee and to the general public, and has functional environmental value related to wetland preservation and flood water management; and

WHEREAS, the Grantee further desires and intends that the ecological, open space and aesthetic values of the Protected Property including, without limitation, scenic views, wetland preservation, and flood water management, be preserved and maintained; and

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of a Conservation Right in the form of an Easement under the terms of an "Act relating to Conservation Rights in Real Property," approved and effective September 12, 1977, Public Acts 80-584 (Illinois Revised Statutes, Chapter 30, Section 401, et seq.) as 765 ILCS Ch. 120/0.01, et seq., amended from time to time (hereinafter called the "Property Conservation Act"), on, over and across the Protected Property, desire and intend to prevent the use or development of the Protected Property for any purpose or in any manner inconsistent with the terms of this Conservation Easement; and

WHEREAS, the Grantor and Grantee recognize the uniqueness of the Protected Property, and the scenic, aesthetic and special natural character of the Protected Property including the mixed hardwood trees, native grass and forbs, wildlife, the ponds,

floodplain and wetlands located therein, and have the common purpose of conserving the natural values of the Protected Property by the conveyance of a Conservation Easement over and across the Protected Property; and

WHEREAS, Grantor and Grantee recognize that the ponds, wetlands and wooded areas located on the Protected Property will provide valuable habitat for wildlife and will maintain water recharge areas; and

WHEREAS, the Grantee is accepting this Conservation Easement subject to the reservations and to the covenants, terms, conditions and restrictions set out herein and imposed hereby.

NOW, THEREFORE, the Grantor, for and in consideration of TEN DOLLARS and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Grantor, does hereby convey and grant unto the Grantee and to its successors and assigns, forever, a Conservation Easement in perpetuity on, over, and across the Protected Property consisting solely of the following:

1. The right of the Grantee and the general public to view and traverse the Protected Property in its scenic and present condition on trails and in areas therefore designated and from public areas such as streets, picnic areas, and the like; and

2. The right of the Grantee to enforce by proceedings at law or in equity the covenants hereinafter set forth, it being agreed that there shall be no waiver or forfeiture of Grantee's right to insure compliance with the covenants and conditions of this Grant by reason of any prior failure of Grantee to act; and

3. The right of the Grantee to enter the Protected Property only at reasonable times and with prior notice to Grantor for the limited purpose of inspecting the Protected Property to determine if the Grantor is complying with the covenants and conditions of this Conservation Easement. The Grantee shall indemnify the Grantor for any liability, cost or expense related in any way to the Grantee's inspection of the Protected Property.

In furtherance of the foregoing affirmative rights of the Grantee, the Grantor makes the following covenants which shall run with and bind the Protected Property in perpetuity, namely, that on the Protected Property, the Grantor, without the prior written consent of the Grantee, shall not:

1. Construct or place on the Protected Property any residential, commercial, industrial, office building, camping accommodations or mobile homes, commercial advertising signs, billboards, dikes, berms, additional utilities (underground or overhead) or any other structures or improvements which are not consistent with the terms of this Conservation Easement. This does

not mean, however, that the Grantor or the Life Tenant may not maintain, repair, or preserve, and in so doing alter the existing residence and barn on the Property for permitted uses of those buildings.

2. Construct public roads or dedicate rights of way for roads on the Protected Property other than public access ways and parking for the Grantor's public open space uses.

3. Fill, dredge, mine, dike, or change the topography of the land on the Protected Property except in order to enhance its ecological character or persons to applicable law, rule or regulation.

4. Cut live or standing dead trees, grasses, and forbs, except as and when necessary to protect the natural, scenic, open space, and ecological values of the Protected Property or to control or prevent non-native species, imminent hazard, disease or fire or to restore natural habitat areas or native vegetation.

5. Subdivide the Protected Property in any manner whether legal or de facto.

6. Dump, place or store, or permit to be dumped, placed or stored, ashes, trash, waste, garbage, vehicle bodies or parts or other unsightly or offensive material, provided that the Grantor may employ sound conservation practices such as prescribed burning and brush control, in order to restore and manage the natural resources on the Protected Property.

7. Permit any activity on the Protected Property by Grantor or its successors and their respective agents and employees, licensees, and invitees detrimental to land conservation or any use that would change the natural character of the Protected Property; provided, however, the Grantor may from and after the date hereof plant and harvest on the Protected Property native grasses, forbs, shrubs, trees and bushes so long as any such activity does not violate any of the other restrictions set forth in the preceding clauses 1 through 6 inclusive.

8. Permit the operation of snowmobiles, dune buggies, motorcycles, all terrain vehicles or any other type of motorized vehicle over the Protected Property by Grantor or its successors and their respective agents and employees, licensees, and invitees except on access ways and parking lots on the Property or when used in conjunction with sound conservation management activities and so long as any such activity does not violate any of the other restrictions set forth in the preceding clauses 1 through 7, inclusive.

TO HAVE AND TO HOLD the said Conservation Easement unto the Grantee and its respective successors and assigns forever.

Except as expressly limited herein, the Grantor reserves all rights as owner of the Protected Property to use the Protected Property for open space purposes and all other purposes not inconsistent with this Conservation Easement, including passive recreational uses and other recreational use as approved by Grantee.

Grantee agrees that it will hold this Conservation Easement exclusively for conservation purposes, and that the Grantee will not assign its respective rights and obligations under this Conservation Easement except to another organization or agency whose primary purposes include the conservation of land, natural areas, open space, or water areas, or the preservation of native plants or animals, and is qualified to hold such interests under applicable state laws and that each instrument of subsequent conveyance shall expressly require the agreement of the assignee or transferee to be bound by the terms and provisions hereof, including, without limitation, the agreements of the Grantee as set forth herein and not in exchange for money, or other property or services.

If any provision of this Conservation Easement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

The Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including the maintenance from time to time of adequate comprehensive general liability coverage relating thereto.

The Grantor and Grantee each agree that the covenants, terms, conditions, and restrictions set forth in this Conservation Easement shall be binding upon the Grantor and the Grantee and their respective agents, personal representatives, heirs, successors and assigns, and shall constitute servitudes running with the Protected Property in perpetuity.

The Grantor and, by its acceptance hereof, the Grantee, agree as follows:

1. Whenever the Grantee's approval is required hereunder, such approval may be withheld only upon a reasonable determination by the Grantee that the action as proposed would be inconsistent with the purposes of this Conservation Easement.

2. No right of access by the general public to any portion of the protected Property is conveyed by this Conservation Easement

but this provision shall not be deemed to affect the right of the Grantor to grant such access.

3. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Illinois.

4. The covenants, terms, conditions and restrictions set forth in this Conservation Easement shall be binding upon the Grantor and the Grantee and their respective agents, personal representatives, heirs, successors and assigns, and shall constitute servitudes running with the Protected Property in perpetuity.

IN WITNESS WHEREOF, OAK BROOK PARK DISTRICT, a body politic and corporate, hereby grants the foregoing Conservation Easement by causing this instrument to be signed and sealed this 13 day of November, 1995.

OAK BROOK PARK DISTRICT, a body corporate and politic

By: John T. O'Brien  
President

ATTEST: Cathy Ann Scroggins  
Secretary

ACCEPTANCE

The foregoing Conservation Right and restriction is hereby duly accepted by the Grantee, the CONSERVATION FOUNDATION OF DUPAGE COUNTY, this 13 day of November, 1995.

CONSERVATION FOUNDATION OF DU PAGE COUNTY, an Illinois not-for-profit corporation

By: Robert Schillerstrom  
Robert Schillerstrom, President

ATTEST: Betty Brackshaw  
Secretary

GRANT OF CONSERVATION RIGHT IN THE FORM OF AN EASEMENT

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 1995, by and between OAK BROOK PARK DISTRICT, a body politic and corporate (hereinafter called "Grantor"), and the CONSERVATION FOUNDATION OF DUPAGE COUNTY (formerly the Forest Foundation), a not-for-profit corporation whose primary purpose includes the conservation of land, natural areas, open space and water areas under the Real Property Conservation Rights Act, as amended from time to time, 765 ILCS 120/0.01, et seq., (hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple subject to a life estate of certain real property as described in Exhibit A attached hereto and made a part hereof (hereinafter called the "Protected Property"); and

WHEREAS, the Grantee is dedicated to the preservation of natural areas and resources in DuPage County, and is empowered to acquire an interest in real estate through easement under the Real Property Conservation Rights Act, as amended from time to time, 765 ILCS 120/0.01, et seq., with an office at 703 Warrenville Road, Wheaton, Illinois; and

WHEREAS, the Protected Property has significant natural, scenic, and aesthetic value in its present state to the Grantee and to the general public, and has functional environmental value related to wetland preservation and flood water management; and

WHEREAS, the Grantee further desires and intends that the ecological, open space and aesthetic values of the Protected Property including, without limitation, scenic views, wetland preservation, and flood water management, be preserved and maintained; and

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of a Conservation Right in the form of an Easement under the terms of an "Act relating to Conservation Rights in Real Property," approved and effective September 12, 1977, Public Acts 80-584 (Illinois Revised Statutes, Chapter 30, Section 401, et seq.) as 765 ILCS Ch. 120/0.01, et seq., amended from time to time (hereinafter called the "Property Conservation Act"), on, over and across the Protected Property, desire and intend to prevent the use or development of the Protected Property for any purpose or in any manner inconsistent with the terms of this Conservation Easement; and

WHEREAS, the Grantor and Grantee recognize the uniqueness of the Protected Property, and the scenic, aesthetic and special natural character of the Protected Property including the mixed hardwood trees, native grass and forbs, wildlife, the ponds,

EXHIBIT C

floodplain and wetlands located therein, and have the common purpose of conserving the natural values of the Protected Property by the conveyance of a Conservation Easement over and across the Protected Property; and

WHEREAS, Grantor and Grantee recognize that the ponds, wetlands and wooded areas located on the Protected Property will provide valuable habitat for wildlife and will maintain water recharge areas; and

WHEREAS, the Grantee is accepting this Conservation Easement subject to the reservations and to the covenants, terms, conditions and restrictions set out herein and imposed hereby.

NOW, THEREFORE, the Grantor, for and in consideration of TEN DOLLARS and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Grantor, does hereby convey and grant unto the Grantee and to its successors and assigns, forever, a Conservation Easement in perpetuity on, over, and across the Protected Property consisting solely of the following:

1. The right of the Grantee and the general public to view and traverse the Protected Property in its scenic and present condition on trails and in areas therefore designated and from public areas such as streets, picnic areas, and the like; and

2. The right of the Grantee to enforce by proceedings at law or in equity the covenants hereinafter set forth, it being agreed that there shall be no waiver or forfeiture of Grantee's right to insure compliance with the covenants and conditions of this Grant by reason of any prior failure of Grantee to act; and

3. The right of the Grantee to enter the Protected Property only at reasonable times and with prior notice to Grantor for the limited purpose of inspecting the Protected Property to determine if the Grantor is complying with the covenants and conditions of this Conservation Easement. The Grantee shall indemnify the Grantor for any liability, cost or expense related in any way to the Grantee's inspection of the Protected Property.

In furtherance of the foregoing affirmative rights of the Grantee, the Grantor makes the following covenants which shall run with and bind the Protected Property in perpetuity, namely, that on the Protected Property, the Grantor, without the prior written consent of the Grantee, shall not:

1. Construct or place on the Protected Property any residential, commercial, industrial, office building, camping accommodations or mobile homes, commercial advertising signs, billboards, dikes, berms, additional utilities (underground or overhead) or any other structures or improvements which are not consistent with the terms of this Conservation Easement. This does



not mean, however, that the Grantor or the Life Tenant may not maintain, repair, or preserve, and in so doing alter the existing residence and barn on the Property for permitted uses of those buildings.

2. Construct public roads or dedicate rights of way for roads on the Protected Property other than public access ways and parking for the Grantor's public open space uses.

3. Fill, dredge, mine, dike, or change the topography of the land on the Protected Property except in order to enhance its ecological character or persons to applicable law, rule or regulation.

4. Cut live or standing dead trees, grasses, and forbs, except as and when necessary to protect the natural, scenic, open space, and ecological values of the Protected Property or to control or prevent non-native species, imminent hazard, disease or fire or to restore natural habitat areas or native vegetation.

5. Subdivide the Protected Property in any manner whether legal or de facto.

6. Dump, place or store, or permit to be dumped, placed or stored, ashes, trash, waste, garbage, vehicle bodies or parts or other unsightly or offensive material, provided that the Grantor may employ sound conservation practices such as prescribed burning and brush control, in order to restore and manage the natural resources on the Protected Property.

7. Permit any activity on the Protected Property by Grantor or its successors and their respective agents and employees, licensees, and invitees detrimental to land conservation or any use that would change the natural character of the Protected Property; provided, however, the Grantor may from and after the date hereof plant and harvest on the Protected Property native grasses, forbs, shrubs, trees and bushes so long as any such activity does not violate any of the other restrictions set forth in the preceding clauses 1 through 6 inclusive.

8. Permit the operation of snowmobiles, dune buggies, motorcycles, all terrain vehicles or any other type of motorized vehicle over the Protected Property by Grantor or its successors and their respective agents and employees, licensees, and invitees except on access ways and parking lots on the Property or when used in conjunction with sound conservation management activities and so long as any such activity does not violate any of the other restrictions set forth in the preceding clauses 1 through 7, inclusive.

TO HAVE AND TO HOLD the said Conservation Easement unto the Grantee and its respective successors and assigns forever.

Except as expressly limited herein, the Grantor reserves all rights as owner of the Protected Property to use the Protected Property for open space purposes and all other purposes not inconsistent with this Conservation Easement, including passive recreational uses and other recreational use as approved by Grantee.

Grantee agrees that it will hold this Conservation Easement exclusively for conservation purposes, and that the Grantee will not assign its respective rights and obligations under this Conservation Easement except to another organization or agency whose primary purposes include the conservation of land, natural areas, open space, or water areas, or the preservation of native plants or animals, and is qualified to hold such interests under applicable state laws and that each instrument of subsequent conveyance shall expressly require the agreement of the assignee or transferee to be bound by the terms and provisions hereof, including, without limitation, the agreements of the Grantee as set forth herein and not in exchange for money, or other property or services.

If any provision of this Conservation Easement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

The Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including the maintenance from time to time of adequate comprehensive general liability coverage relating thereto.

The Grantor and Grantee each agree that the covenants, terms, conditions, and restrictions set forth in this Conservation Easement shall be binding upon the Grantor and the Grantee and their respective agents, personal representatives, heirs, successors and assigns, and shall constitute servitudes running with the Protected Property in perpetuity.

The Grantor and, by its acceptance hereof, the Grantee, agree as follows:

1. Whenever the Grantee's approval is required hereunder, such approval may be withheld only upon a reasonable determination by the Grantee that the action as proposed would be inconsistent with the purposes of this Conservation Easement.

2. No right of access by the general public to any portion of the protected Property is conveyed by this Conservation Easement

**MEMORANDUM OF UNDERSTANDING****Dorothy Dean — Oak Brook Park District—Conservation****Foundation of DuPage County****Dorothy and Sam Dean Nature Sanctuary, Canterbury Lane, Oak Brook, Illinois**

- Parties:** Oak Brook Park District, an incorporated Illinois general park district (the "District")
- and
- Dorothy Dean ("Mrs. Dean")
- and
- Conservation Foundation of DuPage County, an Illinois not-for-profit corporation (the "Foundation")
- Date:** November , 1995
- Subject:** The Dorothy and Sam Dean Nature Sanctuary  
Canterberry Lane  
Oak Brook, Illinois  
(the "Nature Sanctuary")
- Background:** Mrs. Dean is in the process of making a donation of her residence and surrounding property, the Dean Farm, 15 Canterbury Lane, Oak Brook, Illinois as a nature sanctuary. This donation is part of a complex transaction involving the District, the Foundation, McDonald's Corporation and the Harris Trust and Saving Bank as the Trustee of the Sam E. Dean Insurance Trust (the "Trust"). In this transaction, Mrs. Dean is reserving a life estate, the Foundation is receiving the sum of \$1.25 Million, the Trust is receiving the sum \$1.5 Million and the District is obtaining the Nature Sanctuary (which has a fair market value of about \$5 Million) by trading its Autumn Oaks Park to McDonald's in exchange for the Nature Sanctuary and a substantial payment in addition to the amounts stated above. It is contemplated that the Foundation shall purchase and obtain from the District a certain easement including covenants, conditions and restrictions concerning the preservation of the property as a nature sanctuary as set forth in a document between the Foundation and District entitled *Grant of Conservation Right in Form of an Easement* (the "Nature Easement").
- Name:** The Nature Sanctuary shall be known as the "Dorothy and Sam Dean Nature Sanctuary" (the "Sanctuary Name."). At the time the District has

the right to possession and the right to use all or a portion of the Nature Sanctuary (as is the case at the end of Mrs. Deans life estate or upon her releasing or conveying the same as contemplated below), the District shall cause appropriate signature to be installed at the entrance thereto identifying the Nature Sanctuary with the Sanctuary Name. Such sign may also provide such other information as is appropriate to a District facility, but in any event, if such sign is installed during Mrs. Deans life time, it shall be first approved in writing by her.

**Future  
Gift:**

It is Mrs. Deans intention to release (or quit claim) her life estate to a substantial part of the Nature Sanctuary (described below as the Released Property) to the District during calendar year 2001 or at another time she designates. The effect of such release or conveyance shall be the termination of her life estate in the Released Property. Such termination shall be a contribution to the District so that the District shall then be the holder of the fee estate unencumbered by the life estate in the Released Property, and the District can then immediately use the Released Property for the public purpose of a nature sanctuary as described in the Nature Easement; upon Mrs. Deans notice to the District of such release or conveyance, the District shall accept the same.

**Released  
Property:**

The Southeast Quarter of the Northeast Quarter of Section 36, Township 39 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois excepting there from:

That portion of the East 500.70 feet of the South 435 feet of the North 960 feet of such Quarter Quarter Section (PIN 06-36-202-018) lying West of Salt Creek and an easement for ingress and egress for all forms of conveyance for the benefit of such excepted parcel.

**Use During  
Mrs. Deans**

**Life Time:** Upon the release or conveyance of the Released Property to the District by Mrs. Dean, the Released Property shall be used and maintained by the District in accordance with the Nature Easement for passive recreational uses (no

baseball, football, soccer or other athletic fields), such as, by way of illustration and not limitation, a natural area and nature preserve (as such terms are defined in the Illinois Compiled Statutes, 525 ILCS 30/3.10 and 525 ILCS 30/3.11) where people can walk, cross country ski, horse back ride and otherwise use the trails and pathways located thereon for foot and animal conveyance (no motorized forms of conveyance shall be allowed) to observe and enjoy the vegetation and wildlife there to be found.

**Use of  
the**

**Buildings:** After the expiration of Mrs. Deans life estate, the District shall, as long as it is economically feasible, use the barns, residence and other buildings on the Nature Sanctuary for the maintenance of the preserve and, as the District determines in its discretion that it has the financial means, develop such buildings as a nature center so that the public has a facility in it may receive education, instruction and otherwise learn about nature preservation, wildlife, vegetation, husbandry, and subjects and matters related to or part of our natural environment and its care. Included in such use may be, at the discretion of the District, childrens activities and interests, matters of interest to older adults and families, all consistent with the intentions expressed in the Nature Easement.

**Enforcement:** During her life, the District acknowledges and grants that Mrs. Dean (in addition to the Foundation) may enforce the Nature Easement. At the expiration of the life estate of Mrs. Dean, the Foundation shall enforce the nature preservation easement, covenants, conditions and restrictions with a view to the intents and purposes expressed in this Memorandum of Understanding.

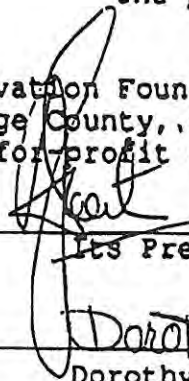
**Upkeep:** For that portion of the Nature Sanctuary subject to Mrs. Deans life estate, she shall keep and maintain the same as is consistent with a nature sanctuary as provided above, but subject to the reasonable use of the property for residential purposes and, in her discretion, for such other uses that a life tenant may enjoy under applicable law. Mrs. Dean shall pay the real estate taxes on all portions of the Nature Sanctuary subject to her life estate.

**Tax  
Assess-  
ment:**

The District shall cooperate with Mrs. Dean in requesting the local and county assessment authorities to reduce the tax assessment on the Nature Preserve taking into account the ownership of the District, the life estate of Mrs. Dean, the provisions of this Memorandum of Understanding, the Nature Easement and other relevant matters concerning the assessment of the property for real estate tax purposes.

Conservation Foundation of  
DuPage County, and Illinois  
not-for-profit corporation

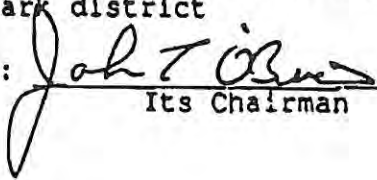
By:

  
\_\_\_\_\_  
Dorothy Dean  
Dorothy Dean

Its President

Oak Brook Park District, an  
incorporated Illinois general  
park district

By:

  
\_\_\_\_\_  
John T. O'Brien  
John T. O'Brien

Its Chairman

I approve the provisions of the Grant of Conservation Right in the Form of an Easement a copy of which is attached hereto.

Dorothy Dean  
Dorothy Dean

Date: \_\_\_\_\_

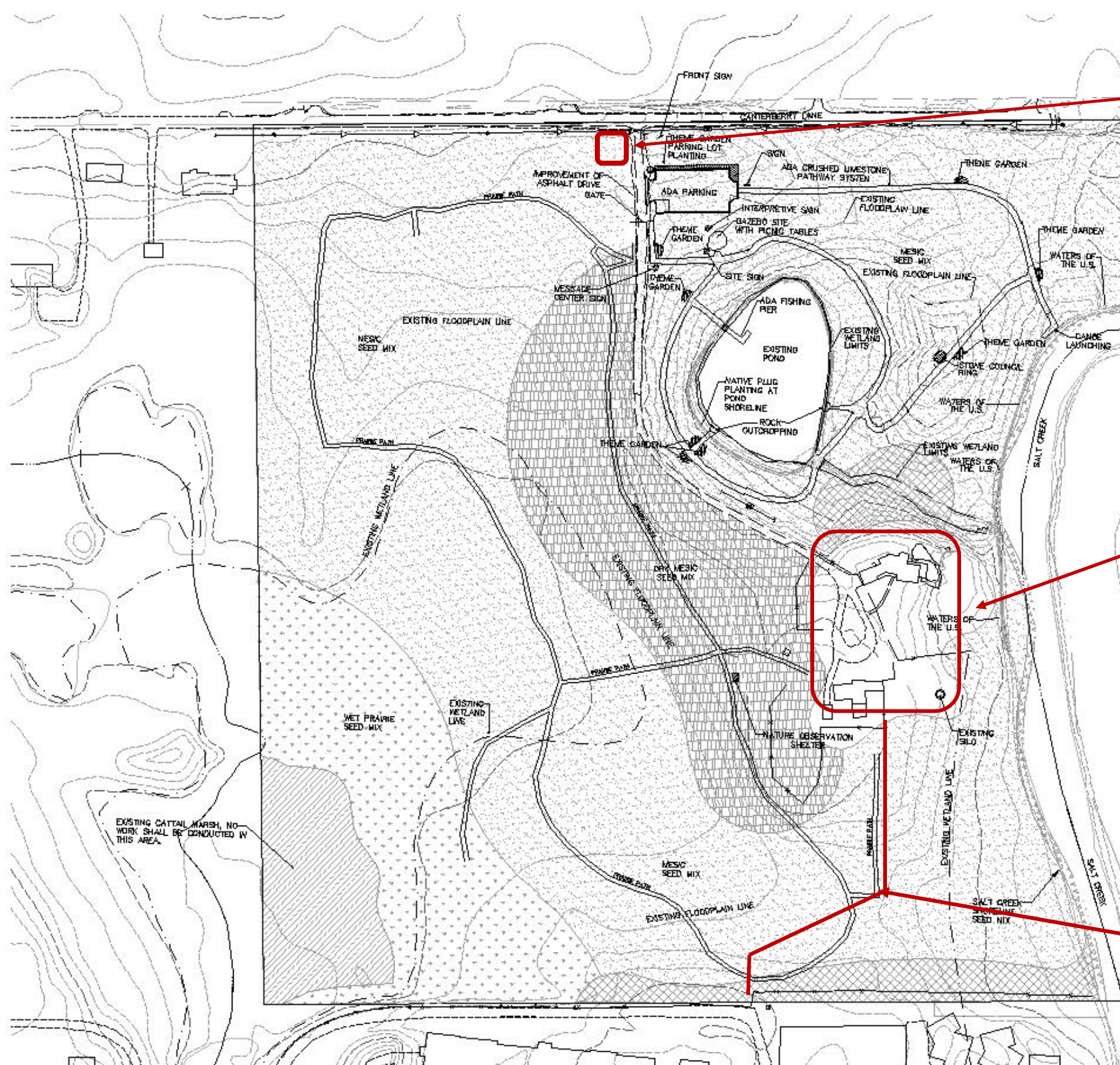
THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH,  
RANGE 11, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY,  
ILLINOIS.



**FIRST AMENDMENT EXHIBIT NO. 3**

**[CONCEPT PLAN]**

# Concept Plan



The future location of the restroom facilities will be located near the entrance of the sanctuary and gravel pave parking lot. This area has minimal changes in elevation, making it conducive to building the restroom facilities.

The prior location of the Dean Family Residence has been recommended as the future location of the Dorothy and Sam Dean Nature Education Center and the adjacent nature playground. This location will minimize disturbance to the remnant and restored prairie habitats and is accessible by the existing driveway.

The future one story, Dean Nature Education Center's square footage shall not exceed the square footage of the original Dean family home of 4000 square feet.

Approximate location of emergency access road.

NOTE: TOPOGRAPHIC INFORMATION OUTSIDE OF THE PROJECT LIMITS IS PER DUPAGE COUNTY 2-FOOT CONTOUR MAP.

NOTE: AS-BUILT INFORMATION PROVIDED BY CGL, LTD., JOB NO. 3782.01 DATED 10/30/09 AND REVISED 12/10/09

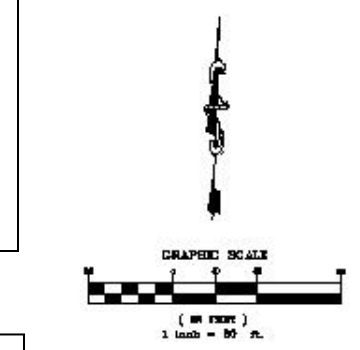
**LEGEND:**

- DRY MESIC SEED MIX 3.79 ACRES
- MESIC SEED MIX 20.36 ACRES
- WET PRAIRIE SEED MIX 3.15 ACRES
- DRY SAVANNA SEED MIX 1.08 ACRES
- SALT CREEK SHOULDER SEED MIX 0.25 ACRES
- PROPOSED NATIVE PLANTING AT POND SHORELINE - 3000 PLUGS
- EXISTING CATTAIL MARSH WORK SHALL BE CONDUCTED
- THEME GARDEN INTERPRETIVE SIGN WILL BE PLACED BY THE GARDENS

**NATIVE TREE SCHEDULE**

QTY	SIZE	SCIENTIFIC NAME	COMMON NAME
14	1" DBH	QUERCUS OBLOQUA	STUMP WHITE OAK
14	1" DBH	QUERCUS PRINCEPIUM	GRAY OAK
14	1" DBH	QUERCUS FUMIDA	RED OAK

NOTES:  
 1.) 8 BLUE BIRD HOUSES ARE INSTALLED  
 2.) 60 OAK TREES ARE PLANTED



Dean Nature Sanctuary  
 Conservation Easement Amendment  
 October 15, 2018

**REVISIONS**

NO.	DATE	DESCRIPTION

## DEAN NATURE SANCTUARY OAK BROOK, ILLINOIS

AS BUILT - RESTORATION AREA

DEAN NATURE SANCTUARY - AS BUILT - RESTORATION AREA

**FIRST AMENDMENT EXHIBIT NO. 4**

**[APPLICATION]**

# EXHIBIT 4

## APPLICATION

January 8, 2018

Brook McDonald, President/CEO  
The Conservation Foundation  
10 S 404 Knoch Knolls Road  
Naperville, IL 60565

Re: Request for an amendment to the Conservation Easement at the Dean Nature Sanctuary

Dear Brook McDonald and the Board of Trustees of the Conservation Foundation,

When Dorothy Dean generously agreed for her property to become the Dorothy and Sam Dean Nature Sanctuary, she envisioned her property to be a sanctuary for the wildlife of DuPage County and her home and other buildings being used as an education center where the public could learn about the nature.

After the Park District obtained stewardship of the property, the Board of Commissioners and staff hired the services of Pizzo and Associates to develop a master plan. With the assistance of an OSLAD Grant from the Illinois Department of Natural Resources and approval by the Conservation Foundation, the master plan restored the Dean Nature Sanctuary land to the native prairie, oak savannah and wetland habitats, and also provided an ADA fishing pier on the pond, a canoe/kayak launch on the Salt Creek, a crushed limestone walking trail which meanders by six interpretive gardens featuring the native plant life. To minimize water runoff and to preserve the water quality of the pond, a gravel pave parking lot was installed. These projects were completed in 2011 and the Dean Nature Sanctuary is currently enjoyed by the many visitors of families, youth groups, and nature enthusiasts.

The Oak Brook Park District evaluated with high hopes for the possible use of the Dean home for a nature education center. Meetings were held with the Village of Oak Brook building and zoning, and additional analyses were completed to understand the requirements of bringing the home into compliance with current building codes. These evaluations determined that it would be financially challenging to bring the home into compliance. The Oak Brook Park District Board of Commissioners and leadership staff discussed the code issues with Conservation Foundation officers and it was determined that it would be more effective to demolish the home and in the future, build a new nature education center. The home was demolished in November 2011 and the home site has become a lovely field. During the 2012 Open House for the Dean Nature Sanctuary, this open field, was utilized for educational purposes. The event was well attended and confirmed the public's benefit of having an education center as Dorothy Dean envisioned.

The Oak Brook Park District looks forward to future improvements at the Dean Nature Sanctuary, which is the reason for this letter. Currently, the conservation easement with the Conservation Foundation provides for the development of an educational facility by using the Dean Residence. The Oak Brook Park District is seeking an amendment to the conservation easement to permit the building of a nature education center and public restroom facility at the Dean Nature Sanctuary.

The Oak Brook Park District Board of Commissioners has placed the building of the restroom facility on the capital improvements plan to occur within the next ten years. It has been envisioned that this facility would be built near the existing gravel pave parking lot, to minimize site impact and provide ease of access for Dean Nature Sanctuary visitors.

A time frame for the building of the educational nature center has not yet been identified. It is envisioned for the education center to be built at a location that minimizes site impact and mitigates disturbances to the hydrological cycle. Though not yet identified by an engineering analysis, it is thought the prior location of the home may be a good location for the nature center. The nature education center's orientation and building exterior will maximize the use of natural lighting and passive strategies to lower energy use; and demonstrate ways to use resources like solar energy and water through the use of rainwater harvesting and building integrated photovoltaics. It is the park district's intent to create the nature learning center to maximize these learning opportunities as much as our financial resources will allow.

The nature education center and restroom buildings will demonstrate sound environmental practice and designed to blend into the natural surroundings and topography.

The Oak Brook Park District appreciates its partnership with the Conservation Foundation which has brought forth the amenities already being enjoyed by Dean Nature Sanctuary visitors.

The Oak Brook Park District Board of Commissioners are respectfully requesting the Conservation Foundation Board's consideration of an amendment to the conservation easement to permit the building of these facilities for the educational benefit of visitors at the Dean Nature Sanctuary.

Sincerely,

Laure L. Kosey, Executive Director

**FIRST AMENDMENT EXHIBIT NO. 5**

**[EASEMENT AMENDMENT POLICY]**

## Conservation Easement Amendments

The success of The Conservation Foundation's conservation easement program is dependent on landowner confidence that the Foundation will meet its obligation to monitor and enforce the terms of its easements. This confidence would be seriously eroded if the Foundation allowed modifications of its conservation easements that reduce the conservation values of the protected land. Easement amendments could also conflict with policies of the Internal Revenue Service.

Therefore, it is the policy of The Conservation Foundation to hold and enforce its conservation easements as written. As such, it will permit amendments to easements only in exceptional circumstances. It is the expressed intent that this policy be based on the premise that an amendment reflects a change for the better. **The amendment must never result in a net degradation of the conservation values the easement is designed to protect.** Any request for an easement amendment will be reviewed according to the procedures set forth in this policy, and will be implemented where the Board of Trustees determines that:

- 1) The requested modification is warranted under one or more of the Purposes set forth below;
- 2) There are no feasible alternatives available to achieve that purpose; and
- 3) It is the minimum change necessary to satisfy that purpose.

Unless the amendment is requested by The Conservation Foundation, the landowner requesting the amendment shall pay all staff costs for the amendment, whether or not the request is approved; and, if approved, all additional costs for its implementation, if any.

### **Purpose of Requested Amendment**

The Conservation Foundation will consider amendments to easements only if they satisfy one or more of the following circumstances:

- 1) **Enhanced protection.** The proposed amendment would significantly enhance the resource protection of the easement.
- 2) **Prior agreement.** In a few cases, a conservation easement may have a specific provision allowing modification of the easement at a future date under specific circumstances. Such agreements must be set forth in the conservation restriction document or in a separate document at the time the conservation agreement was executed.
- 3) **Correction of an error or ambiguity.** The Foundation may authorize an amendment to correct an error or oversight made at the time the conservation easement was executed. This may include, but is not limited to, a misspelling, correction of a legal description, inclusion of standard language or exhibits unintentionally omitted, and clarification of ambiguous language or obsolete terms.
- 4) **Clarification or upgrade of easements.** The Foundation or Grantor may seek to modify an easement in such a way as to conform to current standards and/or formats.
- 5) **Settlement of condemnation proceedings.** Easements held by the Foundation may become subject to condemnation proceedings. Where it appears that the condemnation power would be properly exercised, the Foundation may enter into a settlement agreement with the condemning authority in order to avoid the expense of litigation. In reaching such an agreement, the Foundation shall attempt to preserve the intent of the

original conservation easement to the greatest extent possible. In the event that the Foundation is compensated for the extinguishment or amendment of a conservation easement, the Foundation shall use the funds to further conservation activities in its service area.

- 6) **Amendments consistent with conservation purpose and values.** The Foundation may authorize other modifications of a conservation easement if the modification is consistent with the statement of purpose contained within the easement document, and if the new level of protection of conservation values provided by the amended easement is the same or greater than that provided by the easement before the amendment.

#### **Procedures for Requesting an Amendment**

Either The Conservation Foundation or the landowner may propose an amendment. Any landowner seeking a modification of an existing conservation easement shall file a request in writing with the Foundation stating what change is being sought and the specific reasons it is needed or warranted. Where appropriate, the request shall also be accompanied by a map and other documentation. Unless waived by the Board of Trustees, the request shall also be accompanied by a payment of \$500 to cover the Foundation's costs. *Any unexpended portion of the fee shall be refunded; the landowner shall be responsible for all costs exceeding the initial fee, including staff and legal costs.*

The President/CEO shall review all requests and, where appropriate, refer them to the staff for evaluation, site visit and recommendation. The review shall include consultation with the Foundation's legal counsel and, when feasible, with the principal parties to the original agreement, including the landowner who donated or sold the easement, any town or state agency that contributed funds to the acquisition, and any persons who supported the acquisition through financial gifts.

TCF staff, President/CEO and legal counsel will review the amendment to determine if the proposed amendment is consistent with the terms of this Land Preservation Policy and will make a recommendation to the Board of Trustees for final action.

The Board of Trustees shall approve, approve with modification, or reject the request for amendment at its next regularly scheduled meeting or at a special meeting called for that purpose. Notification of the decision by the Board of Trustees will be forwarded in writing to the party proposing the amendment.



The Conservation Foundation  
10 S 404 Knoch Knolls Road · Naperville, Illinois 60565 · (630) 428-4500





## Oak Brook Park District

BOARD MEETING  
AGENDA ITEM – HISTORY/COMMENTARY

**ITEM TITLE: RESOLUTION 19-0617: A RESOLUTION AMENDING THE AGREEMENT BETWEEN THE OAK BROOK PARK DISTRICT AND CONSERVATION LAND STEWARDSHIP, INC. FOR NATURAL AREAS STEWARDSHIP PROJECT**

**AGENDA No: 9 A**

**MEETING DATE: MAY 20, 2019**

STAFF REVIEW:

Director of Parks & Planning, Bob Johnson:

Handwritten signature of Bob Johnson.

RECOMMENDED FOR BOARD ACTION:

Executive Director, Laure Kosey:

Handwritten signature of Laure Kosey.

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

The natural areas stewardship work at the Dean Nature Sanctuary includes maintenance of the native areas throughout the property. This includes spot herbicide treatments on invasive species, high-mowing, seeding, planting, and controlled burns to effectively maintain the natural areas.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

The District went out to bid for the stewardship services at the Dean Nature Sanctuary. Two bids were received and opened on June 11, 2018. Conservation Land Stewardship, LLC provided the lowest maintenance cost per acre (\$652.81) and lowest prescribed burn cost (\$4,827). The Park District entered into an agreement with Conservation Land Stewardship, LLC and the terms of that contract allows for a one-year extension of the contract, if approved by the Board of Commissioners.

Staff wishes to extend the term of the contract for one additional year.

**ACTION PROPOSED:** For Review and Discussion Only.

**RESOLUTION NO. 19-0617**

**A RESOLUTION AMENDING THE AGREEMENT BETWEEN THE OAK BROOK PARK DISTRICT AND CONSERVATION LAND STEWARDSHIP, LLC., FOR NATURAL AREAS STEWARDSHIP PROJECT**

---

**WHEREAS**, the Oak Brook Park District (the “District”) is authorized to enter contracts for supplies, materials and work (70 ILCS 1250/8-1); and

**WHEREAS**, on June 18, 2018, the District and Conservation Land Stewardship, LLC. (the “Contractor”) entered “An Agreement Between the Oak Brook Park District and Conservation Land Stewardship, LLC. for Natural Areas Stewardship Project” (the “Agreement”), and Section 3 of the Agreement provided that it could be extended for an additional year upon approval of such an extension by the District and the Contractor, and upon prior appropriation therefor; and

**WHEREAS**, the Contractor and the District have now agreed to extend the Agreement by an Amendment to the Agreement, for an additional term of one (1) year through June 20, 2020, and the District has appropriated sufficient funds for such extension,

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, as follows:

**Section 1.** The Board of Park Commissioners of the District hereby approves a one (1) year extension of the Agreement, from June 21, 2019, to June 20, 2020, subject to the terms and conditions of an “Amendment to An Agreement Between the Oak Brook Park District and Conservation Land Stewardship, LLC. for Natural Areas Stewardship Project” (the “Amendment”), and the President and Secretary of the District are hereby authorized, respectively, to execute and attest the Amendment in substantially the form attached hereto and made a part of this Resolution as Exhibit “A”.

**Section 2.** All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed to the extent of the conflict.

**Section 3.** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED AND APPROVED THIS 17<sup>th</sup> DAY OF JUNE, 2019.**

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

Exhibit A

**AMENDMENT TO AN AGREEMENT BETWEEN THE OAK BROOK PARK  
DISTRICT AND CONSERVATION LAND STEWARDSHIP, LLC.  
FOR NATURAL AREAS STEWARDSHIP PROJECT**

---

**THIS AMENDMENT** (the "Amendment") to "An Agreement Between the Oak Brook Park District and Conservation Land Stewardship, LLC. for Natural Areas Stewardship Project" (the "Agreement"), is made and entered into by and between the Oak Brook Park District (the District") and Conservation Land Stewardship, LLC. (the "Contractor").

**WITNESSETH:**

**WHEREAS**, the Agreement was entered between the District and the Contractor and dated June 20, 2018, for services to be provided by the Contractor for the Natural Areas Stewardship Project at the District's Dean Nature Sanctuary; and

**WHEREAS**, pursuant to Section 3, the term of the Agreement was to be from the execution of the Agreement through June 20, 2019; provided, however, that the Agreement could be extended for an additional year, subject to the same terms and conditions, upon approval of such an extension by the Contractor and the District, and provided that sufficient funds are appropriated by the District for such extension; and

**WHEREAS**, the Contractor and the District have agreed to an extension of one year for the Agreement, through June 20, 2020, and the District has appropriated sufficient funds for such extension,

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements herein set forth, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the District and the Contractor agree to the terms and conditions of this Amendment as follows:

**ARTICLE I**

**THE RECITALS ARE PART OF THIS AMENDMENT**

The representations, covenants and recitations set forth in the foregoing recitals are material to this Amendment and are hereby incorporated into and made a part of this Amendment as though fully set forth in this Article I.

**ARTICLE II**

**EXTENSION OF TERM OF AGREEMENT**

A. Section 3 of the Agreement is amended to extend the term of the Agreement until June 20, 2020.

B. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 17<sup>th</sup> day of June, 2019.

OAK BROOK PARK DISTRICT

CONSERVATION LAND STEWARDSHIP, LLC

By: \_\_\_\_\_  
Its President

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest: \_\_\_\_\_  
Its Secretary

Attest: \_\_\_\_\_  
Its: \_\_\_\_\_



# Oak Brook Park District

## BOARD MEETING

### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: RESOLUTION 19-0618: A RESOLUTION AMENDING THE AGREEMENT BETWEEN THE OAK BROOK PARK DISTRICT AND HAGG PRESS FOR BROCHURE PRINTING AND MAILING SERVICES**

**AGENDA NO.:** 9 B

**MEETING DATE:** MAY 29, 2019

**STAFF REVIEW:** Marketing Manager, Jessica Cannady

**RECOMMENDED FOR BOARD ACTION:** Executive Director, Laure Kosey

**ITEM HISTORY(PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

The District’s contract for brochure printing and mailing services with Hagg Press will expire on July 31, 2019 after the delivery of the Fall program guide. Hagg Press of Elgin submitted the lowest and most qualified bid during the 2018 bid process. Contract terms allow for the extension of the contract in one (1) year increments for an additional two (2) years if such extension is desired by the District and the Printer.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

Hagg Press has produced the Oak Brook Park District’s brochure since 2012. The Park District is very satisfied with product and customer service provided by this vendor.

After evaluating our inventory and overruns, staff has worked with Hagg Press to determine the cost savings for the following changes:

1. Reduce the number of printed copies for the Winter/Spring, Summer, and Fall seasonal brochure to 5300.
2. Eliminate the mailing of the camp and aquatic guide. 1000 copies would be printed and delivered to the Park District.

These changes will result in a saving of approximately \$4000 from the current contract with Hagg Press.

The Park District’s attorney has prepared the attached amendment to renew the term of the contract and for the reduction in services.

**ACTION PROPOSED:**

For Review and Discussion Only.

**RESOLUTION NO. 19-0618**

**A RESOLUTION AMENDING AN AGREEMENT BETWEEN THE OAK BROOK  
PARK DISTRICT AND HAGG PRESS, INC.  
FOR SEASONAL BROCHURE PRINTING AND  
MAILING PREPARATION SERVICES**

---

**WHEREAS**, the Oak Brook Park District (the “District”) is authorized to enter contracts for supplies, materials and work (70 ILCS 1250/8-1); and

**WHEREAS**, on May 21, 2018, the District and Hagg Press, Inc. (the “Printer”) entered an Agreement for Printing and Mailing Preparation Services (the “Agreement”), and Section 16 of the Agreement provided that it could be extended in one year increments for an additional two (2) 1-year terms upon approval of such an extension by the District and the Printer, and upon prior appropriation therefor; and

**WHEREAS**, the District and the Printer have agreed to an extension of one year, and the District has appropriated sufficient funds for such extension,

**WHEREAS**, The District also requires certain modifications to the Services and, in accordance with Section 15 of the Agreement, any amendment or modification to the Agreement must be made in writing; and

**WHEREAS**, the Parties have determined that it is in their respective best interest to amend the Agreement in accordance with the terms and conditions set forth in the Amendment.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, as follows:

**Section 1.** The Board of Park Commissioners of the District hereby approves a one (1) year renewal of the Agreement, from August 1, 2019, to July 31, 2020, subject to the terms and conditions of the "Amendment No. 1 to an Agreement Between the Oak Brook Park District and

Hagg Press, Inc. for Seasonal Brochure Printing and Mailing Preparation Services" (the "Amendment"),

**Section 2.** The Board of Commissioners of the District hereby approves the Modifications to the Services, subject to the terms and conditions of the "Amendment No. 1 to the Agreement Between the Oak Brook Park District and Hagg Press, Inc. for Seasonal Brochure Printing and Mailing Preparation Services"; and the President and Secretary of the District are hereby authorized, respectively, to execute and attest the Amendment in substantially the form attached hereto and made a part of this Resolution as Exhibit "A".

**Section 3.** All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed to the extent of the conflict.

**Section 4.** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED AND APPROVED THIS 17<sup>th</sup> Day of June, 2019**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary



**AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE OAK BROOK PARK DISTRICT AND HAGG PRESS, INC. FOR SEASONAL BROCHURE PRINTING AND MAILING PREPARATION SERVICES**

This Amendment No. 1 ("Amendment") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date"), by and between the Oak Brook Park District, an Illinois park district and unit of local government (the "District"), and Hagg Press, Inc., an Illinois corporation ("Vendor"), and amends, supplements and modifies the Agreement for Seasonal Brochure Printing and Mailing Preparation Services entered into between the District and Vendor dated May 21, 2018 ("Agreement"). The District and Vendor are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties." Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**Recitals**

WHEREAS, the District has hired Vendor to provide certain seasonal brochure printing and mailing preparation services (the "Services") in accordance with the Agreement;

WHEREAS, the current Term of the Agreement will expire on July 31, 2019;

WHEREAS, in accordance with Section 16.B of the Agreement, the Parties may agree in writing, at least thirty (30) days prior to the end of the Term, to extend the Term of the Agreement for an additional two (2), 1-year Renewal Terms;

WHEREAS, the Parties have determined that it is in their respective best interest to extend the Agreement for one (1) additional 1-year Renewal Term;

WHEREAS, the District also requires certain modifications to the Services and, in accordance with Section 15 of the Agreement, any amendment or modification to the Agreement must be made in writing; and

WHEREAS, the Parties have determined that it is in their respective best interest to amend the Agreement in accordance with the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Incorporation of Recitals.** The Recitals set forth above are hereby incorporated by reference into this Amendment as though fully set forth herein, and all covenants, terms, conditions, and provisions of this Amendment shall be construed, interpreted, and enforced in accordance therewith.

2. **Term.** The Agreement is renewed for one (1) additional 1-year Renewal Term, commencing on August 1, 2019 and, unless terminated earlier as provided in the Agreement, ending on July 31, 2020 (“First Renewal Term”).

3. **Modification to Services.** The following modifications shall be made to the Services:

a. **Seasonal Brochures:** Vendor shall provide 5,300 Seasonal Brochure pieces per issue during the First Renewal Term and, in exchange, the District shall pay the Vendor \$8,122.00. Except as provided herein, all other terms of compensation as set forth in the Agreement shall remain the same.

b. **Camp and Aquatics Guide:**

i. Vendor shall provide 1,000 Camp and Aquatics Guide during the First Renewal Term and, in exchange, the District shall pay the Vendor \$1,912.00. Except as provided herein, all other terms of compensation as set forth in the Agreement shall remain the same.

ii. Vendor shall deliver the Camp and Aquatics Guide directly to the District during the First Renewal instead of the Oak Brook Post Office. Except as provided herein, all other requirements of the Camp and Aquatics Guide as specified in the Bidder’s Submittal Form shall remain the same.

4. **Remaining Contract Provisions.** All other provisions, terms and conditions of the Agreement not amended by this Amendment shall remain in full force and effect without revision. In the event of any conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment will control.

**OAK BROOK PARK DISTRICT**

**HAGG PRESS, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

854891



# Oak Brook Park District

## BOARD MEETING

### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: WIGHT AND COMPANY CENTRAL PARK NORTH CONCEPT PLAN**

**AGENDA No: 9 C**

**MEETING DATE: MAY 20, 2019**

**STAFF REVIEW:** Director of Parks & Planning, Bob Johnson:

**RECOMMENDED FOR BOARD ACTION:** Executive Director, Laure Kosey:

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY).**

At the regular Board Meeting held on March 18, 2019, the Board of Commissioners accepted the Professional Services Proposal from Wight & Company, for the not to exceed price of \$297,800 for planning and design development of Central Park North (formerly known as the “McDonald’s Fields”).

Since that time, Wight & Company has been working with Park District staff to gather input from staff and Board members, the community via survey and open houses, as well as stakeholder groups through the use of an RFP, in order to develop a conceptual idea for the property.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

Once all community, staff, and Board input has been gathered, RFP stakeholder submittals received, and all information has been reviewed with staff along with Wight & Company, the conceptual ideas will be refined into a design concept and cost opinion. This information will be presented to the Board of Commissioners at the June 17<sup>th</sup>, 2019 Board Meeting for approval.

**ACTION PROPOSED:** For Review and Discussion Only.



# Oak Brook Park District

## BOARD MEETING

### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: AGREEMENT BETWEEN THE OAK BROOK PARK DISTRICT AND WIGHT & COMPANY FOR THE CENTRAL PARK DESIGN DEVELOPMENT PHASE**

**AGENDA No: 9 D**

**MEETING DATE: MAY 20, 2019**

**STAFF REVIEW:**

Director of Parks & Planning, Bob Johnson:

**RECOMMENDED FOR BOARD ACTION:**

Executive Director, Laure Kosey

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

At the regular Board Meeting held on March 18, 2019, the Board of Commissioners accepted the Professional Services Proposal from Wight & Company, for the not to exceed price of \$297,800 for planning and design development of Central Park North (formerly known as the “McDonald’s Fields”).

The Park District approved to enter into a contract with Wight & Company for the initial phases of the proposal, including project understanding, community engagement, programming, grant funding, and conceptual design.

With those phases nearing completion, the next step is to move into the design development phase with Wight & Company.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

Staff is working with legal counsel and Wight & Company to draft a contract for the design development phase for approval at the June 17<sup>th</sup> 2019 Board Meeting.

**ACTION PROPOSED:** For Review and Discussion Only.

# AIA<sup>®</sup> Document B101<sup>™</sup> – 2017

## **Standard Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the    day of    in the year Two Thousand Nineteen  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

Oak Brook Park District  
1450 Forest Gate Road  
Oak Brook, IL 60523

and the Architect:  
*(Name, legal status, address and other information)*

Wight & Company  
2500 North Frontage Road  
Darien, IL 60561

for the following Project:  
*(Name, location and detailed description)*

Oak Brook Park District Autumn Oaks Park  
1315 Kensington  
Oak Brook, IL 60523

Architectural and engineering services for the design and construction of Autumn Oaks Park.

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

See Architect's proposal, dated March 7, 2019 and revised March 11, 2019, Professional Services for Autumn Oaks Park only, attached to and incorporated herein as **Exhibit A** ("Architect's Proposal"). Professional Services for Central Park Phase II is not included as part of this Agreement. The Parties entered into a separate Agreement for Master Planning and Grant Applications Services, which incorporates Scope of Services, Sections A-C of the services outlined in Architect's Proposal. The Agreement for Master Planning and Grant Application Services is attached to and incorporated herein as **Exhibit B**.

Owner's budget for the Project, including Architect's fees is \$2,100,000.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

See Conceptual Drawing, by Wight & Co., dated \_\_\_\_\_ attached to and incorporated herein as **Exhibit C**.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

TBD

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Conceptual Design Phase: Last two weeks in May, 2019  
Design Development Phase: Commence July 1, 2019

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

OSLAD Grant submit mid-June, 2019

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Multiple bid packages

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

NA

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Bob Johnson  
Oak Brook Park District  
1450 Oak Forest Gate Road  
Oak Brook, IL 60523  
T: 630-645-9540  
Email: bjohnson@obparks.org

And  
Laure Kosey  
Oak Brook Park District  
1450 Oak Forest Gate Road  
Oak Brook, IL 60523

T: 630-645-9535  
Email: lkosey@obparks.org

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
(List name, address, and other contact information.)

NA

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

E.G.S.L.  
557 West Polk St.  
Chicago, IL 60607  
T: 312-447-1200

.2 Civil Engineer:

NA

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

NA

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

Patty KingWight & Company  
2500 North Frontage Road  
Darien, IL 60561  
T:  
Email:

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

Init.

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User Notes:

(946161711)



(List name, legal status, address, and other contact information.)

**§ 1.1.11.1 Consultants retained under Basic Services:**

.1 Structural Engineer:

NA

.2 Mechanical Engineer:

NA

.3 Electrical Engineer:

Provided by Wight & Co.

.4 Civil Engineering and Permitting Services

W.B.K Engineering  
8 E. Galena Blvd., Suite 402  
Aurora, IL 60506

**§ 1.1.11.2 Consultants retained under Supplemental Services:**

NA

**§ 1.1.12 Other Initial Information on which the Agreement is based:**

Owner will apply for an Open Space Lands Acquisition and Development Grant ("OSLAD") with the Illinois Department of Natural Resources for the Project. In the event Owner is awarded the OSLAD Grant and the Grant is funded, the Parties agree to amend this Agreement in order to include the requirements of the OSLAD Grant's terms and conditions.

**§ 1.2** The Owner and Architect may reasonably rely on the Initial Information.

*(Paragraphs deleted)*

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants and advisors (Architect's consultants and advisors being hereinafter collectively referred to as Architect's "consultants") as described in this Agreement. The services to be provided or furnished by the Architect, its employees and consultants under this Agreement are sometimes hereinafter collectively referred to as the "Architect's services" or "Services."

**§ 2.2** Architect understands and acknowledges that it has been engaged by the Owner to provide Architect's Services based, in part, on the Architect's represented character, expertise, experience and qualifications in providing

architectural and engineering services comparable to those to be provided under this Agreement and on projects comparable in kind and scope to this Project. The Architect's services shall be performed properly and expeditiously to permit the orderly and timely progress and proper performance both of the Architect's services and the Work, consistent with such professional skill, care and diligence and good architectural and engineering practices as are exercised by a competent architect and engineer with experience in the design and administration of projects of comparable kind and scope to this Project and practicing architecture and engineering in the Chicago metropolitan areas (such skill, care, diligence and practices being hereinafter referred to as the "Professional Standard").

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. All persons connected with the Architect as an officer, employee or agent or consultant to the Architect, who are directly in charge of the professional architectural or engineering work performed as part of Architect's services, are, and for so long as any Services shall be provided under this Agreement, shall be duly registered and licensed under and in accordance with Illinois laws regarding the practice of architecture and engineering, as applicable to this Project, and they and any other consultants selected by the Architect and providing Services with respect to the Project shall be otherwise qualified and possess the skill and competence required to perform the Services properly. The Architect shall be responsible for the acts and omissions of its employees, agents and consultants, and their respective employees and agents with respect to the Services under this Agreement.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that compromises or would reasonably appear to compromise the Architect's professional judgment and commitment with respect to this Project.

**§ 2.4.1** The Architect's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Construction Documents authored by the Architect or its consultants, nor shall anything contained in this Agreement be construed as a limitation on, or a waiver of, any remedies which the Owner may have at law or in equity for damages sustained or expense incurred caused by Architect's negligent errors, omissions, or failure to perform its duties or covenants in accordance with this Agreement. The grant of various rights to the Owner under this Agreement, and/or the failure of the Owner to exercise those rights do not and shall not create any responsibility or liability in the Owner for any error or omission of the Architect in the provision of its Services. Notwithstanding this provision, the Owner shall be responsible for all design decisions directed by the Owner over the specific written contrary recommendation of the Architect.

**§ 2.4.2** All agreements between the Architect and its consultants shall be in writing and shall contain such provisions binding the Architect's consultants to the Architect, requiring Architect's consultant's to perform their scope of services in the same manner and to the extent that the Architect is bound to the Owner in accordance with this Agreement such that the Architect performs its Services in accordance with this Agreement. The Architect shall timely pay all sums due to its consultants in accordance therewith and shall not cause or permit any liens to be placed by any such consultants against the property or funds of the Owner provided Owner has paid Architect the sums due to, and such sums are not in dispute or Owner is otherwise entitled to withhold such sums in accordance with this Agreement, the Architect's consultants in accordance with this Agreement. The Architect will provide Owner current waivers and releases of lien from Architect in account of the payment sought in the invoice, and for Architect's consultants, the Architect will provide Owner lien waivers for the prior payment paid to them in the performance of its Services.

**§ 2.4.3** The Architect has informed the Owner that minor imperfections in the instruments of service prepared by Architect which do not adversely affect the structural integrity of the Work or the mechanical systems incorporated in the Work is typical and expected from architects performing these types of services. The Architect shall provide such Services required for or associated with the correction of any such imperfections, including the administration of the corrective work at no cost to the Owner, as well as pay for the construction costs associated with the corrective work that is not a "betterment" to the Project for which the Owner would be responsible under applicable Illinois law. Notwithstanding the foregoing, the Parties acknowledge that minor imperfections in the instruments of service of the Architect as well as in Bid and Contract Documents prepared by persons other than the Architect may occur and the Parties agree to attempt to resolve any disputes resulting therefrom in a fair and equitable manner under the circumstances presented.

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**§ 2.4.4** The Architect shall furnish a competent and adequate staff, and contract with competent consultants as necessary for the proper administration, coordination, supervision and performance of the Architect's services. The Architect's representative shall not be changed without the consent of the Owner, unless such person leaves the employ of the Architect, in which event the substitute must first be approved in writing by the Owner which approval shall not be unreasonably withheld or delayed. The Architect agrees that the Architect will change its assistants assigned to provide the Services at the reasonable request of the Owner, if, in the Owner's reasonable opinion, based on actual instances of deficient performance, such person's performance does not equal or exceed the Professional Standard, or the acts or omissions of such person are detrimental to the timely and/or proper performance of the Architect's services or the Work; provided however that the Owner's exercise of such right or failure to exercise such right shall not affect Architect's responsibility or liability for the proper performance of the Services. The Architect accepts responsibility for the acts and omissions of its employees and consultants. The Architect's removal or replacement of an employee and/ or consultant pursuant to this provision shall not be deemed an admission of liability on the part of the Architect. The Architect shall coordinate all aspects of the Architect's services.

**§ 2.5 Insurance.** The Architect shall maintain the following insurance for the duration of this Agreement *(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

- .1 **General Liability.** The Architect shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 for each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.
- .2 **Automobile Liability.** The Architect shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any auto. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- .3 **Workers' Compensation.** The Architect shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 for each accident for bodily injury by accident or for each employee for bodily injury by disease. If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Architect waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Architect's work.
- .4 **Professional Liability.** The Architect shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 for each wrongful act arising out of the performance or failure to perform professional services and \$2,000,000 aggregate.

#### **General Insurance Provisions**

**.1 Evidence of Insurance.** Prior to beginning the Services, the Architect shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing

compliance with the insurance requirements set forth above. Architect shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Architect's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Architect from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. Architect shall provide certified copies of all insurance policies required above within 10 days of Owners' written request for said copies.

**.2 Acceptability of Insurers.** For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

**.3 Cross-Liability Coverage** If Architect's commercial general liability policy does not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

**.4 Deductibles and Self-Insured Retentions.** The Architect has advised Owner that its deductibles are \$500,000 for Professional Liability; \$15,000 for Employment Practices and \$2500 for BAPP. The Architect shall promptly notify Owner of any increase in any of its deductibles during the term of this Agreement and if such increase is unacceptable to Owner, Owner may terminate the Agreement.

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**.5 Consultants.** The Architect shall cause each consultant employed by Architect to purchase and maintain insurance of the type specified above. When requested by the Owner, Architect shall furnish copies of certificates of insurance evidencing coverage for each consultant.

**2.6 Indemnification.** To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Architect's services, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Architect, Architect's consultants, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Architect shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Architect's breach of any of its obligations under, or Architect's default of, any provision of the Contract

*(Paragraphs deleted)*

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

**§ 3.1** The services to be provided by the Architect as described in Architect's Proposal, and this Agreement are complimentary and supplementary and the Architect shall provide all of the services described in these documents and include usual and customary landscape architectural, electrical engineering, cost estimating, civil engineering and permitting services. In the event of conflict between or among the provisions of the foregoing documents relative to each phase of the Project, the provisions most favorable to Owner shall control.

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**§ 3.1.1** The Architect shall manage the Architect's services, including any services provided by Architect's consultants, as enumerated under this Agreement, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to reasonably rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services and any of Architect's consultant's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's and Owner's Board of Commissioner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, as determined by Owner and not objected to by Architect, be exceeded by the Architect or Owner. With the Owner's written approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive to third parties or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's prior written approval. The Architect's prior knowledge via written notification by the Owner or other written instrument provided to or prepared by the Architect, of Owner's intended directive or substitution and failure to object thereto in writing within three days shall constitute the Architect's approval of such directive or substitution.

**§ 3.1.5** The Architect shall thoroughly review the Owner's program and other information furnished by the Owner and any other information which the Architect deems necessary or advisable to determine the nature and extent of, and develop solutions to resolve, any technical or other difficulties or problems in implementing the Project and achieving successful Project completion consistent with the Owner's stated needs, goals and objectives and the Project requirements. As part of this process, the Architect will visit the Project site and become thoroughly familiar with existing conditions, including activities and uses which will continue while the Project is in progress. The Architect shall also review and ascertain governmental requirements and utilities requirements applicable to the Architect's Services and the design and construction of the Project including ascertaining timing considerations for submissions to and review by such entities. The Architect shall notify the Owner promptly in order not to adversely affect the proposed Project schedule, of (1) any inconsistencies discovered in the information and (2) any information or consulting services that may be reasonably needed for the Project. The Architect shall review and discuss with the Owner proposed site use and improvements; selection of materials; building systems and equipment; identification of long-lead items; any special governmental or utilities requirements; and timing/scheduling issues. The Architect shall be responsible to the Owner for any claims, damages, losses and expenses arising from the Architect's failure to follow applicable laws, codes and regulations in execution of all of Architect's services pursuant to this Agreement.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project in accordance with Architect's Proposal.

### **§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall prepare and deliver its written preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect and Owner shall reach a mutual understanding regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to site elements, utilities, architectural, structural, civil, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work at the completion of the Design Development Phase due to any Owner approved adjustments.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

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**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner and Owner's legal counsel in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). Notwithstanding the forgoing, Owner will provide Instructions to Bidders and contract to include in the project manual and will compile the project manual.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

**§ 3.4.6** The Architect shall provide Owner with all plans and specifications in PDF format.

**§ 3.4.7** The Architect shall provide the Permitting Services listed in Scope of Services, Section F of Architect's Proposal.

### **§ 3.5 Procurement Phase Services**

#### **§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or, if the Project is not required to be bid, negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents, and any other documents as Owner deems appropriate.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project in compliance with all applicable laws by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** The Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

*(Paragraphs deleted)*

### **§ 3.6 Construction Phase Services**

#### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction as amended by Owner.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. Architect shall be responsible for evaluating the Work in accordance with 3.6.2.1 The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates thirty (30) days from the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 Duties, responsibilities and limitations of the Architect under this Article 3.6 shall not be restricted, modified or extended without prior written approval of Owner.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, but not less than every two weeks, to observe and evaluate the progress and quality Work, and to determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Each site visit shall be combined with on-site project meeting with Owner and Contractor. After each site visit, the Architect shall provide the Owner a written report about the progress and quality of the Work, and report to the Owner (1) any deviations from the Contract Documents from the most recent construction schedule submitted by the Contractor, and (2) any defects and deficiencies observed in the Work.

Architect's observations and evaluation of the Work shall not be construed to relieve the Contractor or any subcontractors in any way of their obligations and responsibilities under the Contract Documents or Construction Documents. It is understood and agreed that notwithstanding any site visits, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the completed portions of the Work.

§ 3.6.2.2 With concurrence from Owner, the Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, with concurrence from Owner, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed.

*(Paragraphs deleted)*

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts for final approval by Owner. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated, and that the quality of the Work is in accordance with the Contract Documents. Architect shall only issue a certificate of final payment to Contractor upon Contractor's submittal of all warranties and guarantees to Architect as required by the Contract Documents. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall be a representation that the Contractor is entitled to payment in the amount certified.

§ 3.6.3.3 The Architect shall maintain a complete record of the Applications and Certificates for Payment.

### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness so as to not cause delay in the Work or in the activities of the Owner of Contractor while allowing sufficient time, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking with conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose



of determining the accuracy and completeness of other information such as dimensions, quantities and installation or performance of equipment or systems, which are Contractor's duties. Notwithstanding the forgoing, Architect shall report any such information that is not accurate or complete to Owner upon Architect's discovery of the same. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on shop drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to reasonably rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include a written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness so as to not cause delay in the Work or in the activities of Owner or Contractor. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a complete record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain complete records relative to changes in the Work.

### **§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 recommend a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The presence of Owner shall neither be construed as approval of the Work, nor as the waiver of any rights of the Owner against the Architect or Contractor.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits,

receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.6.6.6 Prior to Owner's final payment to Architect, Architect shall provide to Owner eh as-built drawings in PDF format in addition to one hard copy.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project if authorized by Owner. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	Architect as part of Basic Services
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	Architect

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

*(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)*

Additional Grant Preparation Services (up to 4 applications total).

IDNR Floodplain/Floodway Permit.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

*(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

NA

*(Paragraph deleted)*

**§ 4.2 Architect’s Additional Services**

The Architect may provide Additional Services after execution of this Agreement and after the Instruments of Service are in final form without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations unless Architect knew of or should have reasonably known or expected said enactments or revisions in accordance with the Professional Standard of Care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;

- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Reserved. .7 Reserved;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Reserved.
- .10 Consultation concerning replacement of Work resulting from fire during construction; or,
- .11 Reserved.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall promptly notify Owner if any of the following Additional Services are required, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination and the Owner shall have no further obligation to compensate the Architect for those services. Architect shall provide the following Additional Services upon Owner's approval:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's repeated requests for information that are not prepared in accordance with the Contract Documents or where such requests are made outside the normal and custom practice when such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service; or
- .4 Reserved.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 one ( 1 ) visits every two (2) weeks, to the site by the Architect, combined with an on-site Project meeting with Owner and Contractor, over the duration of the Project during construction
- .3 one ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 one ( 1 ) inspections for any portion of the Work to determine final completion.

*(Paragraphs deleted)*

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements. Within a reasonable time not less than 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 Unless otherwise specified, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsol conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide any Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 Reserved.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 Reserved.

§ 5.12 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall notify the Architect of any direct communications that may affect the Architect's services.

§ 5.13 The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall request the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Reserved.

#### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the

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Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect, upon Owner's approval, shall be permitted to: i) include contingencies for design, bidding, and price escalation; ii) determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; iii) recommend reasonable adjustments in the program and scope of the Project; iv) include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work; and v) base the Cost of the Work on current area, volume or similar conceptual estimating techniques.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 All title, ownership and copyright to all drawings, plans, specifications and other documents prepared by the Architect ("Instruments of Service") in connection with the Project (with the exception of standard design elements, architectural details, and industry or trade specifications which are not unique to the Owner or to the Owner's business), shall become the property of the Owner upon payment in accordance with the terms of this Agreement. Subject to payment by Owner in accordance with this Agreement (unless the Owner is entitled to withhold payment in accordance with this Agreement), the Architect shall, when requested by the Owner, turn over to Owner, and execute immediately any documents which evidence and acknowledge the ownership of, all Instruments of Service to the Owner. All Instruments of Service prepared or furnished by the Architect shall become solely the property of the Owner upon the suspension or termination of the Project or the termination of this Agreement, provided Owner has made payment to the Architect for such Instruments of Service if and as required by and in accordance with the provisions of this Agreement. Reproducible copies of all Instruments of Service shall, to the extent not previously delivered, be delivered promptly to the Owner upon demand and payment in full by Owner of all amounts due Architect in accordance with this Agreement on outstanding invoices received from the Architect and thereafter may be used by the Owner in whole or in part or in modified form for such purposes as the Owner may deem advisable, without further employment of, or payment of additional compensation to, the Architect or anyone retained by the Architect. Notwithstanding the foregoing, the Architect retains the right to use standard design elements and architectural details which are neither unique to the Owner, the Project, or related to the business of the Owner. Should the Owner (a) use the Instruments of Service, including any in electronic format, on other projects or provide the Instruments of Service, including any in electronic format, to third parties for their use on other projects or (2) upon termination of the Architect's services before completion of the Construction Documents phase, use the Instruments of Service, including any in electronic format, for completion of this Project by others, the Owner shall release Architect from liability or claims arising from such use and shall defend, indemnify and hold harmless Architect from and against any and all claims, suits, demands, losses and expenses, including reasonable attorneys' fees and legal expenses and all interest thereon, accruing from or arising from any of the foregoing uses. Should Owner terminate the Architect after completion of the Construction Documents and make or cause to be made by other changes or

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modifications to the Construction Documents for this Project, Owner releases Architect from liability or claims arising from such modifications or changes and shall defend, indemnify and hold harmless Architect from and against all claims, suits, demands, losses and expenses, including reasonable attorneys' fees and legal expenses and all interest thereon, accruing from or arising from such changes or modifications to the Instruments of Service from this Project.

*(Paragraphs deleted)*

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** This Agreement shall be governed by the law of the State of Illinois.

**§ 8.1.3** Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois, but only after exhausting all possible contractual or administrative remedies.

**§ 8.1.4** The Architect acknowledges that the Owner is a local government unit and agrees that any claim made by the Architect arising out of any act or omission of any director, officer or employee of Owner, in execution or performance of this Agreement, shall be made against the Owner and not against such director, officer or employee.

**8.1.5** The Owner acknowledges that the Architect is a corporation and agrees that any claim made by the Owner arising out of any act or omission of any director, officer or of the employee of the Architect, in the execution of the performance of this Agreement, shall be made against the Architect and not against such director, officer or employee.

### **§ 8.2 Dispute Resolution**

**§ 8.2.1** In the sole discretion of the Owner, any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to non-binding mediation on the written demand of the Owner. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** Reserved.

**§ 8.2.3** If the Owner demands mediation as provided above in Section 8.2.1, the parties shall share the mediator's fee and any filing fees equally. Such mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in such mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction pursuant to Article 8
- Other: *(Specify)*

*(Paragraphs deleted)*

#### **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** Unless Owner is entitled to withhold payment in accordance with this Agreement, if the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. Unless payment in full is received by the Architect within seven days of the date of notice, the suspension shall take effect without further notice. Before resuming services, the Owner shall pay the Architect all undisputed sums due prior to suspension.

**§ 9.2** The Owner may suspend Architect's services or the Project at Owner's convenience and without cause at any time upon written notice to Architect. If the Owner suspends the Project for more than thirty consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's fees for the remaining services and the time schedules for the performance of Architect's services shall be equitably adjusted, if and as appropriate given the stage of the Project at the time of suspension and resumption, and reason for the suspension. No adjustment shall be made if the suspension is attributable to the Architect's failure to perform the services in accordance with this Agreement, for breach by the Architect of any provision of this Agreement or for any other reason which is the fault of the Architect.

**§ 9.3** If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than fourteen days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, and Reimbursable Expenses incurred through the date of termination, excluding overhead and profit.

#### **§ 9.7**

*(Paragraphs deleted)*

Reserved.

**§ 9.8** If the Architect is adjudged as bankrupt, or makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the Architect's insolvency, or if any provision of the bankruptcy law is invoked by or against the Architect, or if the Architect persistently or repeatedly refuses or fails (except in cases for which extension of time is provided), to perform the Services in accordance with the Agreement, then notwithstanding any other rights or remedies granted the Owner, the Owner may, without prejudice to any other right or remedy, (i) terminate the employment of the Architect and/or (ii) finish the Services by whatever method the Owner may deem expedient. In such case, the Architect shall not be entitled to receive any further payment until the Services are finished and the Owner may be entitled to recover and deduct from any remaining amounts due Architect all damages allowed by law.

**§ 9.9** Promptly upon the termination of this Agreement or the Architect's Services and payment in full of all outstanding invoices received from the Architect and not in dispute, the Architect shall deliver to the Owner copies of all documents prepared by Architect in the performance of its Services under this Agreement, including without limitation all drawings and specifications, and all models prepared by the Architect for the Project prior to the effective date of termination, so as to avoid any delay or increased cost of the Project.



## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Reserved.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Architect shall report to Owner any hazardous materials discovered by Architect at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary.

§ 10.8 If the Architect or Owner receives information specifically considered and designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8. Furthermore, Architect or Owner shall not withhold such information if, in doing so, would violate the law or create a risk of significant harm to the public. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information considered as "confidential" or "business proprietary" by Owner.

§ 10.9 **Independent Contractor.** The Architect agrees that all Services performed under this Agreement are being performed by Architect as an independent contractor and not as an employee or agent of Owner. This Agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind or create an employer/employee relationship between Owner and Architect, Architect's employees, subcontractors, subcontractors' employees or any person supplied by Architect in the performance of Architect's obligations under this Agreement and does not entitle said persons to rights or benefits from Owner normally associated with an employment relationship, such as, but not limited to, civil service, retirement, personnel rules which accrue to such persons, health insurance, motor vehicle insurance, life insurance, workers' compensation, sick leave or any other fringe benefits. The Architect and the Architect's consultants shall

have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and shall indemnify, hold harmless and defend Owner with respect thereto, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state laws. Such indemnity shall be required by Architect from its consultants, if any, on behalf of Owner.

**§ 10.10 Retention of Records** Architect and any consultant shall keep and maintain accurate books of record and account, in accordance with sound accounting principles, of all expenditures made and all costs, liabilities and obligations incurred under this Agreement, and all papers, files, accounts, reports, cost proposals with backup data and all other material relating to work under this Agreement and shall make all such materials available at the office of the Owner at any reasonable time during the term of this Agreement and for the length of time established by law or five (5) years, whichever is longer from the date of final payment to Architect or termination of this Agreement for audit, inspection and copying upon Owner's request.

**§ 10.11 Subcontracts** The Architect shall insert into all subcontracts the paragraphs herein entitled "INSURANCE," "RETENTION OF RECORDS," and "INDEMNIFICATION."

#### **§ 10.12 Compliance with Laws**

The Architect shall comply with applicable federal and state laws and local ordinances and regulations in providing services within the scope of this Agreement, including but not limited to the following:

- .1 The Architect shall comply with, and require all persons providing any of the Services on its behalf to comply with, to the extent applicable, all applicable federal and state laws and governmental rules and regulations now or hereafter in effect pertaining to equal employment opportunity and discrimination in provision of the services, including the provisions of the Equal Employment Opportunity Clause. Architect specifically represents and certifies to Owner that Architect complies with all applicable provisions of the Illinois Human Rights Act and that it maintains, and shall maintain at all times during the period it is required to perform the Services, a written sexual harassment policy in full compliance with Section 2-105(A)(4) thereof.
- .2 To the best of the Architect's knowledge, no officer or employee of Architect has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record. Architect's Proposal to the Owner seeking a contract for the performance of the architectural services for this Project was made without any connection or common interest in the profits anticipated to be derived from the Agreement by the Architect with any other person submitting proposals to the Owner for this Project. The Agreement terms are in all respects fair and the Agreement is entered into by the Architect without collusion or fraud and no official, officer or employee of the Owner has any direct or indirect financial interest in the Architect's Proposal or in the Architect.
- .3 The Architect certifies that it is not barred from contracting with the Owner because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. Architect further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A. misdemeanor and, in addition, voids the Agreement between Architect and Owner, and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Architect.
- .4 If Architect has 25 or more employees on the date of this Agreement, Architect knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/I *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. The Architect further certifies that it has not been debarred and is not ineligible for award of this Agreement as the result of a

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violation of the Illinois Drug Free Workplace Act.

- 5 The Architect hereby certifies that, to the best of its knowledge, no individual employed or otherwise retained by Architect or any of Architect's consultants to perform the Services has been convicted of a crime that would make the individual ineligible to be employed by Owner in accordance with 70 ILCS 1205/8-23.

**§ 10.13 Headings** The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

#### ARTICLE 11 COMPENSATION

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)

Architect's Fee is broken down as follows:

Grant Preparation Phase (OSLAD Grant) or similar grant application: \$6,900  
Design Development Phase: \$42,500  
Construction Document Phase: \$42,500  
Permitting Phase: \$18,500  
Bidding Phase: \$6,100  
Construction Administration Phase: \$26,400

- .2 Percentage Basis  
(Insert percentage value)

NA ( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other  
(Describe the method of compensation)

NA

**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

NA

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, if the Additional Services are authorized by Owner, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Additional Grant Preparation Services (up to 4 applications total): \$15,000  
 IDNR Floodplain/Floodway Permit: \$7,000

All other additional services, Owner shall compensate Architect as provided in Section 11.7 of this Agreement or upon a mutually agreed upon fixed fee.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent ( 0 %), or as follows:  
*(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)*

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	percent (	%)
Design Development Phase	percent (	%)
Construction Documents Phase	percent (	%)
Procurement Phase	percent (	%)
Construction Phase	percent (	%)
<hr/>		
Total Basic Compensation	one hundred percent (	100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are authorized and properly performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)
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**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the

*(Paragraphs deleted)*

Project;.8 **Reserved.**.9 **Reserved.**

.10 Site office expenses; and

.11 Reserved. .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants. Reimbursable Expenses shall not exceed Two Thousand Three Hundred and 00/100 Dollars (\$2,300.00) without prior written approval of Owner. Architect shall provide all supporting documentation of said Reimbursable Expenses.

**Commented [NK2]:** This number is less \$1,200, the amount of reimbursable expenses paid out under the Master Planning Agreement. If the total reimbursable expenses was not paid out under the Master Planning Agreement, please advise

§ 11.9 Reserved.

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

§ 11.10.1.1 An initial payment of zero ( \$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 Reserved.

**§ 11.10.2 Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made

*(Paragraphs deleted)*

in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, et. seq.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or Owner has disclosed in writing that the services provided fail, in Owner's opinion, to meet Owner's reasonable expectation consistent with the terms and conditions of this Agreement. Notwithstanding the foregoing, Owner may withhold amounts from the Architect's compensation in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
*(Include other terms and conditions applicable to this Agreement.)*

§12.1 The Owner will use reasonable efforts to require, and Architect shall provide in any Contract Documents prepared by Architect on behalf of Owner, that the Contractors responsible for construction shall purchase insurance to cover claims and expenses, including costs of defense, asserted against Architect, its agents, employees and consultants for bodily injury, sickness, disease or death to the extent caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose act of them may be liable. Such insurance shall provide substantially that: "The coverage afforded the additional insureds shall be primary insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the Contractor. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Contractor's liability under this insurance policy shall not be reduced by the existence of such other insurance."

§12.2 It is intended that Architect shall have no responsibility for job site safety on the Project and does not have charge of the Work. The Owner shall require its Contractor to have full and sole authority for all safety programs and precautions in connection with the Work. When Architect is present at the site, such presence shall be only for the

purpose of endeavoring to protect the Owner against any deviations or defects in the completed construction work, and Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures.

§12.3 The Architect shall at its own cost promptly cure any breach of its obligations under this Agreement. Should Architect refuse or neglect to cure such breach within a reasonable time, taking into consideration the nature of the breach and its impact on the progress or the cost of the Work, after receiving reasonable notice requesting such cure from Owner, then Owner shall be entitled to cure such breach following additional notice of such intended action to Architect, and recover the cost of such cure from Architect. This commitment by Architect is in addition to and not in substitution for, any other remedy which the Owner may have at law or in equity.

§12.4 Architect's Basic Services shall include Services before and after issuance to Owner of the final Certificate for Payment, or in the absence of the final Certificate of Payment, before or after the date of Final Completion, made necessary by (i) failure of performance of a Contractor under any Contract for Construction, when such defects or deficiencies in the Work, or failure of performance resulted from Architect's negligence or errors or omissions in the Contract Documents which it provided for the Project or (ii) breach of the duties or obligations of the Architect under this Agreement.

§12.5 In the event Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado or other act of God, theft, strike, lockout, other labor problems, shortages of material or labor, failure of any governmental agency or Owner to furnish information or to approve or to disapprove Architect's work or any other cause beyond the reasonable control of Architect, the time for completion of Architect's work shall be extended by the period of resulting delay.

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this agreement.)*

- .3 Exhibits:  
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this agreement.)*

Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

- .4 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

Init.

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Architect's Proposal, dated March 7, 2019 and revised March 11, 2019, Professional Services for Autumn Oaks Park only, attached to and incorporated as part of this Agreement as **Exhibit A**.

Agreement for Master Planning and Grant Application Services dated \_\_\_\_\_, 2019, attached to and incorporated herein as **Exhibit B**.

Conceptual Drawing by Wight & Co., dated \_\_\_\_\_. 2019, attached to and incorporated herein as **Exhibit C**.

This Agreement entered into as of the day and year first written above.

OAK BROOK PARK DISTRICT

WIGHT & COMPANY

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

839886

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# **Additions and Deletions Report for** **AIA® Document B101™ – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:02:05 ET on 05/14/2019.

PAGE 1

AGREEMENT made as of the    day of    in the year Two Thousand Nineteen

...

Oak Brook Park District  
1450 Forest Gate Road  
Oak Brook, IL 60523

...

*(Name, legal status, address and other information)*

Wight & Company  
2500 North Frontage Road  
Darien, IL 60561

...

Oak Brook Park District Autumn Oaks Park  
1315 Kensington  
Oak Brook, IL 60523

Architectural and engineering services for the design and construction of Autumn Oaks Park.

PAGE 2

See Architect's proposal, dated March 7, 2019 and revised March 11, 2019, Professional Services for Autumn Oaks Park only, attached to and incorporated herein as Exhibit A ("Architect's Proposal"). Professional Services for Central Park Phase II is not included as part of this Agreement. The Parties entered into a separate Agreement for Master Planning and Grant Applications Services, which incorporates Scope of Services, Sections A-C of the services outlined in Architect's Proposal. The Agreement for Master Planning and Grant Application Services is attached to and incorporated herein as Exhibit B.

Owner's budget for the Project, including Architect's fees is \$2,100,000.

...

See Conceptual Drawing, by Wight & Co., dated \_\_\_\_\_ attached to and incorporated herein as Exhibit C.

PAGE 3

TBD

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(946161711)



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Conceptual Design Phase: Last two weeks in May, 2019  
Design Development Phase: Commence July 1, 2019

...

TBD

...

TBD

...

OSLAD Grant submit mid-June, 2019

...

Multiple bid packages

...

NA

...

Bob Johnson  
Oak Brook Park District  
1450 Oak Forest Gate Road  
Oak Brook, IL 60523  
T: 630-645-9540  
Email: bjohnson@obparks.org

And  
Laure Kosey  
Oak Brook Park District  
1450 Oak Forest Gate Road  
Oak Brook, IL 60523  
T: 630-645-9535  
Email: lkosey@obparks.org

PAGE 4

NA

...

E.G.S.L.  
557 West Polk St.  
Chicago, IL 60607  
T: 312-447-1200

...

NA

...

NA

...

Patty King Wight & Company  
2500 North Frontage Road  
Darien, IL 60561

T:

Email:

**PAGE 5**

NA

...

NA

...

Provided by Wight & Co.

.4 Civil Engineering and Permitting Services

W.B.K Engineering  
8 E. Galena Blvd., Suite 402  
Aurora, IL 60506

...

NA

...

Owner will apply for an Open Space Lands Acquisition and Development Grant ("OSLAD") with the Illinois Department of Natural Resources for the Project. In the event Owner is awarded the OSLAD Grant and the Grant is funded, the Parties agree to amend this Agreement in order to include the requirements of the OSLAD Grant's terms and conditions.

~~§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in reasonably rely on the Initial Information.~~

~~§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

~~§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals. Architect's services consist of those services performed by the Architect. Architect's employees and Architect's consultants and advisors (Architect's consultants and advisors being hereinafter collectively referred to as Architect's "consultants") as described in this Agreement. The services to be provided or furnished by the Architect, its employees and consultants under this Agreement are sometimes hereinafter collectively referred to as the "Architect's services" or "Services."~~

~~§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Architect understands and acknowledges that it has been engaged by the Owner to provide Architect's Services based, in part, on the Architect's represented character, expertise, experience and qualifications in providing architectural and engineering services comparable to those to be provided under this Agreement and on projects comparable in kind and scope to this Project. The Architect's services shall be performed properly and expeditiously to permit the orderly and timely progress and proper performance both of the Architect's services and the Work, consistent with such professional skill, care and diligence and good architectural and engineering practices as are exercised by a competent architect and engineer with experience in the design and administration of projects of comparable kind and scope to this Project and practicing architecture and engineering in the Chicago metropolitan areas (such skill, care, diligence and practices being hereinafter referred to as the "Professional Standard").~~

~~§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. All persons connected with the Architect as an officer, employee or agent of or consultant to the Architect, who are directly in charge of the professional architectural or engineering work performed as part of Architect's services, are, and for so long as any Services shall be provided under this Agreement, shall be duly registered and licensed under and in accordance with Illinois laws regarding the practice of architecture and engineering, as applicable to this Project, and they and any other consultants selected by the Architect and providing Services with respect to the Project shall be otherwise qualified and possess the skill and competence required to perform the Services properly. The Architect shall be responsible for the acts and omissions of its employees, agents and consultants, and their respective employees and agents with respect to the Services under this Agreement.~~

~~§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that compromises or would reasonably appear to compromise the Architect's professional judgment and commitment with respect to this Project.~~

~~§ 2.4.1 The Architect's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Construction Documents authored by the Architect or its consultants, nor shall anything contained in this Agreement be construed as a limitation on, or a waiver of, any remedies which the Owner may have at law or in equity for damages sustained or expense incurred caused by Architect's negligent errors, omissions, or failure to perform its duties or covenants in accordance with this Agreement. The grant of various rights to the Owner under this Agreement, and/or the failure of the Owner to exercise those rights do not and shall not create any responsibility or liability in the Owner for any error or omission of the Architect in the provision of its Services. Notwithstanding this provision, the Owner shall be responsible for all design decisions directed by the Owner over the specific written contrary recommendation of the Architect.~~

~~§ 2.4.2 All agreements between the Architect and its consultants shall be in writing and shall contain such provisions binding the Architect's consultants to the Architect, requiring Architect's consultant's to perform their scope of services in the same manner and to the extent that the Architect is bound to the Owner in accordance with this Agreement such that the Architect performs its Services in accordance with this Agreement. The Architect shall~~

timely pay all sums due to its consultants in accordance therewith and shall not cause or permit any liens to be placed by any such consultants against the property or funds of the Owner provided Owner has paid Architect the sums due to, and such sums are not in dispute or Owner is otherwise entitled to withhold such sums in accordance with this Agreement, the Architect's consultants in accordance with this Agreement. The Architect will provide Owner current waivers and releases of lien from Architect in account of the payment sought in the invoice, and for Architect's consultants, the Architect will provide Owner lien waivers for the prior payment paid to them in the performance of its Services.

§ 2.4.3 The Architect has informed the Owner that minor imperfections in the instruments of service prepared by Architect which do not adversely affect the structural integrity of the Work or the mechanical systems incorporated in the Work is typical and expected from architects performing these types of services. The Architect shall provide such Services required for or associated with the correction of any such imperfections, including the administration of the corrective work at no cost to the Owner, as well as pay for the construction costs associated with the corrective work that is not a "betterment" to the Project for which the Owner would be responsible under applicable Illinois law. Notwithstanding the foregoing, the Parties acknowledge that minor imperfections in the instruments of service of the Architect as well as in Bid and Contract Documents prepared by persons other than the Architect may occur and the Parties agree to attempt to resolve any disputes resulting therefrom in a fair and equitable manner under the circumstances presented.

§ 2.4.4 The Architect shall furnish a competent and adequate staff, and contract with competent consultants as necessary for the proper administration, coordination, supervision and performance of the Architect's services. The Architect's representative shall not be changed without the consent of the Owner, unless such person leaves the employ of the Architect, in which event the substitute must first be approved in writing by the Owner which approval shall not be unreasonably withheld or delayed. The Architect agrees that the Architect will change its assistants assigned to provide the Services at the reasonable request of the Owner, if, in the Owner's reasonable opinion, based on actual instances of deficient performance, such person's performance does not equal or exceed the Professional Standard, or the acts or omissions of such person are detrimental to the timely and/or proper performance of the Architect's services or the Work; provided however that the Owner's exercise of such right or failure to exercise such right shall not affect Architect's responsibility or liability for the proper performance of the Services. The Architect accepts responsibility for the acts and omissions of its employees and consultants. The Architect's removal or replacement of an employee and/ or consultant pursuant to this provision shall not be deemed an admission of liability on the part of the Architect. The Architect shall coordinate all aspects of the Architect's services.

§ 2.5 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9 for the duration of this Agreement (Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability. The Architect shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 for each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.
- .2 Automobile Liability. The Architect shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any auto. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to

provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

- .3 Workers' Compensation. The Architect shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 for each accident for bodily injury by accident or for each employee for bodily injury by disease. If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Architect waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Architect's work.
- .4 Professional Liability. The Architect shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 for each wrongful act arising out of the performance or failure to perform professional services and \$2,000,000 aggregate.

#### General Insurance Provisions

.1 Evidence of Insurance. Prior to beginning the Services, the Architect shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Architect shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Architect's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Architect from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. Architect shall provide certified copies of all insurance policies required above within 10 days of Owners' written request for said copies.

.2 Acceptability of Insurers. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

.3 Cross-Liability Coverage If Architect's commercial general liability policy does not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

.4 Deductibles and Self-Insured Retentions. The Architect has advised Owner that its deductibles are \$500,000 for Professional Liability; \$15,000 for Employment Practices and \$2500 for BAPP. The Architect shall promptly notify Owner of any increase in any of its deductibles during the term of this Agreement and if such increase is unacceptable to Owner, Owner may terminate the Agreement.

.5 Consultants. The Architect shall cause each consultant employed by Architect to purchase and maintain insurance of the type specified above. When requested by the Owner, Architect shall furnish copies of certificates of insurance evidencing coverage for each consultant.

2.6 Indemnification. To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Architect's services, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or

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User Notes:

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negligent act or omission of the Architect, Architect's consultants, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Architect shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Architect's breach of any of its obligations under, or Architect's default of any provision of the Contract

~~§ 2.5.1 Commercial General Liability with policy limits of not less than (\$ ) for each occurrence and (\$ ) in the aggregate for bodily injury and property damage.~~

~~§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$ ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

~~§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

~~§ 2.5.4 Workers' Compensation at statutory limits.~~

~~§ 2.5.5 Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.~~

~~§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.~~

~~§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.~~

~~§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.~~

~~§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services-services to be provided by the Architect as described in Architect's Proposal, and this Agreement are complimentary and supplementary and the Architect shall provide all of the services described in these documents and include usual and customary landscape architectural, electrical engineering, cost estimating, civil engineering and permitting services. In the event of conflict between or among the provisions of the foregoing documents relative to each phase of the Project, the provisions most favorable to Owner shall control.~~

~~§ 3.1.1 The Architect shall manage the Architect's services, including any services provided by Architect's consultants, as enumerated under this Agreement, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.~~

~~§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to reasonably rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The~~

Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services and any of Architect's consultant's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's and Owner's Board of Commissioner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, as determined by Owner and not objected to by Architect, be exceeded by the Architect or Owner. With the Owner's written approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive to third parties or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's prior written approval. The Architect's prior knowledge via written notification by the Owner or other written instrument provided to or prepared by the Architect, of Owner's intended directive or substitution and failure to object thereto in writing within three days shall constitute the Architect's approval of such directive or substitution.

§ 3.1.5 The Architect shall ~~contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.~~ thoroughly review the Owner's program and other information furnished by the Owner and any other information which the Architect deems necessary or advisable to determine the nature and extent of, and develop solutions to resolve, any technical or other difficulties or problems in implementing the Project and achieving successful Project completion consistent with the Owner's stated needs, goals and objectives and the Project requirements. As part of this process, the Architect will visit the Project site and become thoroughly familiar with existing conditions, including activities and uses which will continue while the Project is in progress. The Architect shall also review and ascertain governmental requirements and utilities requirements applicable to the Architect's Services and the design and construction of the Project including ascertaining timing considerations for submissions to and review by such entities. The Architect shall notify the Owner promptly in order not to adversely affect the proposed Project schedule, of (1) any inconsistencies discovered in the information and (2) any information or consulting services that may be reasonably needed for the Project. The Architect shall review and discuss with the Owner proposed site use and improvements: selection of materials: building systems and equipment: identification of long-lead items: any special governmental or utilities requirements: and timing/scheduling issues. The Architect shall be responsible to the Owner for any claims, damages, losses and expenses arising from the Architect's failure to follow applicable laws, codes and regulations in execution of all of Architect's services pursuant to this Agreement.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the ~~Project.~~Project in accordance with Architect's Proposal.

PAGE 9

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall ~~present its~~ prepare and deliver its written preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall ~~reach an understanding with the Owner and~~ Owner shall reach a mutual understanding regarding the requirements of the Project.

PAGE 10

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents

including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to site elements, utilities, architectural, structural, civil, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work ~~prepared in accordance with Section 6.3 at the completion of the Design Development Phase due to any Owner approved adjustments.~~ .

PAGE 11

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner ~~and Owner's legal counsel~~ in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). ~~The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms. Notwithstanding the foregoing, Owner will provide Instructions to Bidders and contract to include in the project manual and will compile the project manual.~~

...

§ 3.4.6 The Architect shall provide Owner with all plans and specifications in PDF format.

§ 3.4.7 The Architect shall provide the Permitting Services listed in Scope of Services, Section F of Architect's Proposal.

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The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids ~~or or, if the Project is not required to be bid,~~ negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

...

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract ~~Documents, Documents, and any other documents as Owner deems appropriate.~~

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project in compliance with all applicable laws by:

...

§ 3.5.2.3 ~~If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, The Architect shall~~ consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 ~~Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- ~~1— facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
- ~~2— organizing and participating in selection interviews with prospective contractors;~~
- ~~3— preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~
- ~~4— participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~



~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

...

~~§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~ Construction as amended by Owner.

~~§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.~~ Work. Architect shall be responsible for evaluating the Work in accordance with 3.6.2.1 The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

~~§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on thirty (30) days from the date the Architect issues the final Certificate for Payment.~~

~~§ 3.6.1.4 Duties, responsibilities and limitations of the Architect under this Article 3.6 shall not be restricted, modified or extended without prior written approval of Owner.~~

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~~§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed but not less than every two weeks, to observe and evaluate the progress and quality Work, and to determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed. Each site visit shall be combined with on-site project meeting with Owner and Contractor. After each site visit, the Architect shall provide the Owner a written report about the progress and quality of the portion of the Work completed, and promptly Work, and report to the Owner (1) known any deviations from the Contract Documents, (2) known deviations Documents from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the (2) any defects and deficiencies observed in the Work.~~

~~Architect's observations and evaluation of the Work shall not be construed to relieve the Contractor or any subcontractors in any way of their obligations and responsibilities under the Contract Documents or Construction Documents. It is understood and agreed that notwithstanding any site visits, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the completed portions of the Work.~~

~~§ 3.6.2.2 The With concurrence from Owner, the Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, with concurrence from Owner, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.~~

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~~§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.~~

~~§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.~~

~~§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.~~

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts amounts for final approval by Owner. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the that the Work has progressed to the point indicated, and that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. Documents. Architect shall only issue a certificate of final payment to Contractor upon Contractor's submittal of all warranties and guarantees to Architect as required by the Contract Documents. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall ~~not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.~~ be a representation that the Contractor is entitled to payment in the amount certified.

§ 3.6.3.3 The Architect shall maintain a complete record of the Applications and Certificates for Payment.

...

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, so as to not cause delay in the Work or in the activities of the Owner or Contractor while allowing sufficient time, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for with conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, quantities and installation or performance of equipment or systems, which are the Contractor's responsibility. Contractor's duties. Notwithstanding the forgoing, Architect shall report any such information that is not accurate or complete to Owner upon Architect's discovery of the same. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on ~~Shop Drawings~~ shop drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to reasonably rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 ~~Subject to Section 4.2, the~~ The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall ~~include, at a minimum, a detailed~~ include a written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with ~~reasonable promptness.~~ promptness so as to not cause delay in the Work or in the activities of Owner or Contractor. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a complete record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

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§ 3.6.5.1 ~~The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time.~~ Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain complete records relative to changes in the Work.

...

- .4 ~~issue~~ recommend a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The presence of Owner shall neither be construed as approval of the Work, nor as the waiver of any rights of the Owner against the Architect or Contractor.

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§ 3.6.6.6 Prior to Owner's final payment to Architect, Architect shall provide to Owner eh as-built drawings in PDF format in addition to one hard copy.

...

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the ~~Project.~~ Project if authorized by Owner. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

...

§ 4.1.1.8 Civil engineering	Architect as part of Basic Services
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§ 4.1.1.30 Other Supplemental Services	<u>Architect</u>
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...

Additional Grant Preparation Services (up to 4 applications total).

IDNR Floodplain/Floodway Permit.

...

NA

~~§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

The Architect may provide Additional Services after execution of this Agreement and after the Instruments of Service are in final form without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

...

- ~~.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care; unless Architect knew of or should have reasonably known or expected said enactments or revisions in accordance with the Professional Standard of Care;~~

- ~~.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
  - ~~.7 Preparation for, and attendance at, a public presentation, meeting or hearing; Reserved. .7~~
- Reserved:

...

- ~~.9 Evaluation of the qualifications of entities providing bids or proposals; Reserved.~~
- ~~.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,~~
- ~~.11 Assistance to the Initial Decision Maker, if other than the Architect.~~

Reserved.

~~§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, promptly notify Owner if any of the following Additional Services are required, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice determination and the Owner shall have no further obligation to compensate the Architect for those services. Architect shall provide the following Additional Services upon Owner's approval:~~

...

- .2 Responding to the Contractor's repeated requests for information that are not prepared in accordance with the Contract Documents or where such requests are made outside the normal and custom practice when such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service; or
- .4 ~~Evaluating an extensive number of Claims as the Initial Decision Maker; or,~~
- ~~.5 Evaluating Reserved.~~ .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

...

- .1 two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ~~( ) visits to the site by the Architect one ( 1 ) visits every two (2) weeks, to the site by the Architect, combined with an on-site Project meeting with Owner and Contractor, over the duration of the Project during construction~~
- .3 one ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 one ( 1 ) inspections for any portion of the Work to determine final completion.

~~§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.~~

~~§ 4.2.5 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements. Within a reasonable time not less than 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate.

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~~§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.~~

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

~~§ 5.5 Unless otherwise specified, the~~ Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials,

seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide ~~the~~any Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 ~~If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement.~~  
Reserved.

...

§ 5.11 ~~The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.~~  
Reserved.

§ 5.12 ~~The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall notify the Architect of any direct communications that may affect the Architect's services.~~

§ 5.13 ~~Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.~~

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate request the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 ~~Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~  
Reserved.

...

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions ~~costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner.~~ costs. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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§ 6.3 In preparing estimates of the Cost of Work, ~~the Architect shall be permitted to Architect, upon Owner's approval, shall be permitted to:~~ i) include contingencies for design, bidding, and price escalation; ~~to~~ ii) determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; ~~to~~ iii) recommend reasonable adjustments in the program and scope of the Project; ~~and to~~ iv) include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. ~~The Architect's estimate of budget for the Cost of the Work; and v) base the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.~~

...

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.  
Work.

...

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the ~~Architect~~ Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. ~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

...

**§ 7.1** ~~The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. All title, ownership and copyright to all drawings, plans, specifications and other documents prepared by the Architect ("Instruments of Service") in connection with the Project (with the exception of standard design elements, architectural details, and industry or trade specifications which are not unique to the Owner or to the Owner's business), shall become the property of the Owner upon payment in accordance with the terms of this Agreement. Subject to payment by Owner in accordance with this Agreement (unless the Owner is entitled to withhold payment in accordance with this Agreement), the Architect shall, when requested by the Owner, turn over to Owner, and execute immediately any documents which evidence and acknowledge the ownership of, all Instruments of Service to the Owner. All Instruments of Service prepared or furnished by the Architect shall become solely the property of the Owner upon the suspension or termination of the Project or the termination of this Agreement, provided Owner has made payment to the Architect for such Instruments of Service if and as required by and in accordance with the provisions of this Agreement. Reproducible copies of all Instruments of Service shall, to the extent not previously delivered, be delivered promptly to the Owner upon demand and payment in full by Owner of all amounts due Architect in accordance with this Agreement on outstanding invoices received from the Architect and thereafter may be used by the Owner in whole or in part or in modified form for such purposes as the Owner may deem advisable, without further employment of, or payment of additional compensation to, the Architect or anyone retained by the Architect. Notwithstanding the foregoing, the Architect retains the right to use standard design elements and architectural details which are neither unique to the Owner, the Project, or related to the business of the Owner. Should the Owner (a) use the Instruments of Service, including any in electronic format, on other projects or provide the Instruments of Service, including any in electronic format, to third parties for their use on other projects or (2) upon termination of the Architect's services before completion of the Construction Documents phase, use the Instruments of Service, including any in electronic format, for completion of this Project by others, the Owner shall release Architect from liability or claims arising from such use and shall defend, indemnify and hold harmless Architect from and against any and all claims, suits, demands, losses and expenses, including reasonable attorneys' fees and legal expenses and all interest thereon, accruing from or arising from any of the foregoing uses. Should Owner terminate the Architect after completion of the Construction Documents and make or cause to be made by other changes or modifications to the Construction Documents for this Project, Owner releases Architect from liability or claims arising from such modifications or changes and shall defend, indemnify and hold harmless Architect from and against all claims, suits, demands, losses and expenses, including reasonable attorneys' fees and legal expenses and all interest thereon, accruing from or arising from such changes or modifications to the Instruments of Service from this Project.~~

**§ 7.2** ~~The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and~~

other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

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**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein. This Agreement shall be governed by the law of the State of Illinois.

**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois, but only after exhausting all possible contractual or administrative remedies.

**§ 8.1.4** The Architect acknowledges that the Owner is a local government unit and agrees that any claim made by the Architect arising out of any act or omission of any director, officer or employee of Owner, in execution or performance of this Agreement, shall be made against the Owner and not against such director, officer or employee.



8.1.5 The Owner acknowledges that the Architect is a corporation and agrees that any claim made by the Owner arising out of any act or omission of any director, officer or of the employee of the Architect, in the execution of the performance of this Agreement, shall be made against the Architect and not against such director, officer or employee.

### **§ 8.2 Mediation/Dispute Resolution**

§ 8.2.1 Any In the sole discretion of the Owner, any claim, dispute or other matter in question arising out of or related to this Agreement ~~shall be subject to mediation as a condition precedent to binding dispute resolution, may be subject to non-binding mediation on the written demand of the Owner.~~ If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

Reserved.

§ 8.2.3 The If the Owner demands mediation as provided above in Section 8.2.1, the parties shall share the mediator's fee and any filing fees equally. ~~The~~ Such mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in such mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

...

Litigation in a court of competent jurisdiction pursuant to Article 8

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If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### **§ 8.3 Arbitration**

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

~~§ 9.1 Unless Owner is entitled to withhold payment in accordance with this Agreement, if the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Unless payment in full is received by the Architect within seven days of the date of notice, the suspension shall take effect without further notice. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. undisputed sums due prior to suspension.~~

~~§ 9.2 If the Owner suspends the Project, The Owner may suspend Architect's services or the Project at Owner's convenience and without cause at any time upon written notice to Architect. If the Owner suspends the Project for more than thirty consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. for the performance of Architect's services shall be equitably adjusted, if and as appropriate given the stage of the Project at the time of suspension and resumption, and reason for the suspension. No adjustment shall be made if the suspension is attributable to the Architect's failure to perform the services in accordance with this Agreement, for breach by the Architect of any provision of this Agreement or for any other reason which is the fault of the Architect.~~

~~§ 9.3 If the Owner suspends the Project for more than 90 cumulative consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven fourteen days' written notice.~~

...

~~§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements and Reimbursable Expenses incurred through the date of termination, excluding overhead and profit.~~

~~§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:~~

~~(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

~~.1— Termination Fee:~~

~~.2— Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

Reserved.

~~§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion. If the Architect is adjudged as bankrupt, or makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the Architect's insolvency, or if any provision of the bankruptcy law is invoked by or against the Architect, or if the Architect persistently or repeatedly refuses or fails (except in cases for which extension of time is provided), to perform the Services in accordance with the Agreement, then notwithstanding any other rights or remedies granted the Owner, the Owner may, without prejudice to any other right or remedy, (i) terminate the employment of the Architect and/or (ii) finish the Services by whatever method the Owner may deem expedient. In such case, the Architect shall not be entitled to receive any further payment until the Services are finished and the Owner may be entitled to recover and deduct from any remaining amounts due Architect all damages allowed by law.~~

~~§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7. Promptly upon the termination of this Agreement or the Architect's Services and payment in full of all outstanding invoices received from the Architect and not in dispute, the Architect shall deliver to the Owner copies of all documents prepared by Architect in the performance of its Services under this Agreement, including without limitation all drawings and specifications, and all models prepared by the Architect for the Project prior to the effective date of termination, so as to avoid any delay or increased cost of the Project.~~

~~PAGE 21~~

~~§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

Reserved.

...

~~§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Architect shall report to Owner any hazardous materials discovered by Architect at the Project site.~~

~~§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.~~

~~§ 10.8 If the Architect or Owner receives information specifically considered and designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to~~

any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" ~~information after 7 days' notice to the other party, information~~, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8. Furthermore, Architect or Owner shall not withhold such information if, in doing so, would violate the law or create a risk of significant harm to the public. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information considered as "confidential" or "business proprietary" by Owner.

§ 10.9 ~~The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.~~Independent Contractor. The Architect agrees that all Services performed under this Agreement are being performed by Architect as an independent contractor and not as an employee or agent of Owner. This Agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind or create an employer/employee relationship between Owner and Architect. Architect's employees, subcontractors, subcontractors' employees or any person supplied by Architect in the performance of Architect's obligations under this Agreement and does not entitle said persons to rights or benefits from Owner normally associated with an employment relationship, such as, but not limited to, civil service, retirement, personnel rules which accrue to such persons, health insurance, motor vehicle insurance, life insurance, workers' compensation, sick leave or any other fringe benefits. The Architect and the Architect's consultants shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and shall indemnify, hold harmless and defend Owner with respect thereto, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state laws. Such indemnity shall be required by Architect from its consultants, if any, on behalf of Owner.

§ 10.10 Retention of Records Architect and any consultant shall keep and maintain accurate books of record and account, in accordance with sound accounting principles, of all expenditures made and all costs, liabilities and obligations incurred under this Agreement, and all papers, files, accounts, reports, cost proposals with backup data and all other material relating to work under this Agreement and shall make all such materials available at the office of the Owner at any reasonable time during the term of this Agreement and for the length of time established by law or five (5) years, whichever is longer from the date of final payment to Architect or termination of this Agreement for audit, inspection and copying upon Owner's request.

§ 10.11 Subcontracts The Architect shall insert into all subcontracts the paragraphs herein entitled "INSURANCE," "RETENTION OF RECORDS," and "INDEMNIFICATION."

#### § 10.12 Compliance with Laws

The Architect shall comply with applicable federal and state laws and local ordinances and regulations in providing services within the scope of this Agreement, including but not limited to the following:

1. The Architect shall comply with, and require all persons providing any of the Services on its behalf to comply with, to the extent applicable, all applicable federal and state laws and governmental rules and regulations now or hereafter in effect pertaining to equal employment opportunity and discrimination in provision of the services, including the provisions of the Equal Employment Opportunity Clause. Architect specifically represents and certifies to Owner that Architect complies with all applicable

provisions of the Illinois Human Rights Act and that it maintains, and shall maintain at all times during the period it is required to perform the Services, a written sexual harassment policy in full compliance with Section 2-105(A)(4) thereof.

- .2 To the best of the Architect's knowledge, no officer or employee of Architect has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record. Architect's Proposal to the Owner seeking a contract for the performance of the architectural services for this Project was made without any connection or common interest in the profits anticipated to be derived from the Agreement by the Architect with any other person submitting proposals to the Owner for this Project. The Agreement terms are in all respects fair and the Agreement is entered into by the Architect without collusion or fraud and no official, officer or employee of the Owner has any direct or indirect financial interest in the Architect's Proposal or in the Architect.
- .3 The Architect certifies that it is not barred from contracting with the Owner because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. Architect further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A. misdemeanor and, in addition, voids the Agreement between Architect and Owner, and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Architect.
- .4 If Architect has 25 or more employees on the date of this Agreement, Architect knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/I et seq.) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. The Architect further certifies that it has not been debarred and is not ineligible for award of this Agreement as the result of a violation of the Illinois Drug Free Workplace Act.
- 5 The Architect hereby certifies that, to the best of its knowledge, no individual employed or otherwise retained by Architect or any of Architect's consultants to perform the Services has been convicted of a crime that would make the individual ineligible to be employed by Owner in accordance with 70 ILCS 1205/8-23.

§ 10.13 Headings The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

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Architect's Fee is broken down as follows:

Grant Preparation Phase (OSLAD Grant) or similar grant application: \$6,900

Design Development Phase: \$42,500

Construction Document Phase: \$42,500

Permitting Phase: \$18,500

Bidding Phase: \$6,100

Construction Administration Phase: \$26,400

...

NA ( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

...

NA

...

NA

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, if the Additional Services are authorized by Owner, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

Additional Grant Preparation Services (up to 4 applications total): \$15,000  
IDNR Floodplain/Floodway Permit: \$7,000

All other additional services, Owner shall compensate Architect as provided in Section 11.7 of this Agreement or upon a mutually agreed upon fixed fee.

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§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:

...

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are authorized and properly performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

...

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- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- ~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses; Project .8 Reserved..9 Reserved.~~
- .10 Site office expenses; and
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and, Reserved..12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (—%) of the expenses incurred consultants. Reimbursable Expenses shall not exceed Two Thousand Three Hundred and 00/100 Dollars (\$2,300.00) without prior written approval of Owner. Architect shall provide all supporting documentation of said Reimbursable Expenses.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

Commented [NK4]: This number is less \$1,200, the amount of reimbursable expenses paid out under the Master Planning Agreement. If the total reimbursable expenses was not paid out under the Master Planning Agreement, please advise.

~~(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)~~Reserved.

...

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 ~~If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~  
Reserved.

...

§ 11.10.2.1 ~~Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~  
~~(Insert rate of monthly or annual interest agreed upon.)~~

~~%~~ in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, et seq.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or ~~has been found liable for the amounts in a binding dispute resolution proceeding.~~ Owner has disclosed in writing that the services provided fail, in Owner's opinion, to meet Owner's reasonable expectation consistent with the terms and conditions of this Agreement. Notwithstanding the foregoing, Owner may withhold amounts from the Architect's compensation in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

...

§12.1 ~~The Owner will use reasonable efforts to require, and Architect shall provide in any Contract Documents prepared by Architect on behalf of Owner, that the Contractors responsible for construction shall purchase insurance to cover claims and expenses, including costs of defense, asserted against Architect, its agents, employees and consultants for bodily injury, sickness, disease or death to the extent caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose act of them may be liable. Such insurance shall provide substantially that: "The coverage afforded the additional insureds shall be primary insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the Contractor. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Contractor's liability under this insurance policy shall not be reduced by the existence of such other insurance."~~

§12.2 ~~It is intended that Architect shall have no responsibility for job site safety on the Project and does not have charge of the Work. The Owner shall require its Contractor to have full and sole authority for all safety programs and precautions in connection with the Work. When Architect is present at the site, such presence shall be only for the purpose of endeavoring to protect the Owner against any deviations or defects in the completed construction work, and Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures.~~

§12.3 ~~The Architect shall at its own cost promptly cure any breach of its obligations under this Agreement. Should Architect refuse or neglect to cure such breach within a reasonable time, taking into consideration the nature of the breach and its impact on the progress or the cost of the Work, after receiving reasonable notice requesting such cure from Owner, then Owner shall be entitled to cure such breach following additional notice of such intended action to Architect, and recover the cost of such cure from Architect. This commitment by Architect is in addition to and not in substitution for, any other remedy which the Owner may have at law or in equity.~~

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User Notes:

(946161711)

§12.4 Architect's Basic Services shall include Services before and after issuance to Owner of the final Certificate for Payment, or in the absence of the final Certificate of Payment, before or after the date of Final Completion, made necessary by (i) failure of performance of a Contractor under any Contract for Construction, when such defects or deficiencies in the Work, or failure of performance resulted from Architect's negligence or errors or omissions in the Contract Documents which it provided for the Project or (ii) breach of the duties or obligations of the Architect under this Agreement.

§12.5 In the event Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado or other act of God, theft, strike, lockout, other labor problems, shortages of material or labor, failure of any governmental agency or Owner to furnish information or to approve or to disapprove Architect's work or any other cause beyond the reasonable control of Architect, the time for completion of Architect's work shall be extended by the period of resulting delay.

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Architect's Proposal, dated March 7, 2019 and revised March 11, 2019, Professional Services for Autumn Oaks Park only, attached to and incorporated as part of this Agreement as Exhibit A.

Agreement for Master Planning and Grant Application Services dated \_\_\_\_\_, 2019, attached to and incorporated herein as Exhibit B.

Conceptual Drawing by Wight & Co., dated \_\_\_\_\_, 2019, attached to and incorporated herein as Exhibit C.

This Agreement entered into as of the day and year first written above.

OAK BROOK PARK DISTRICT \_\_\_\_\_ WIGHT & COMPANY

...

839886



## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Nicole L. Karas, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:02:05 ET on 05/14/2019 under Order No. 0475225765 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

*Nicole Karas*

(Signed)

Nicole L. Karas

(Title)

(Dated)

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## Oak Brook Park District

### BOARD MEETING

#### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: RESOLUTION 19-0619: A RESOLUTION OF AUTHORIZATION BY THE OAK BROOK PARK DISTRICT FOR OSLAD GRANT PROGRAM APPLICATION FOR CENTRAL PARK IMPROVEMENTS**


**AGENDA No: 9 E**

**MEETING DATE: MAY 20, 2019**

**STAFF REVIEW:**

Director of Parks & Planning, Bob Johnson: 

**RECOMMENDED FOR BOARD ACTION:**

Executive Director, Laure Kosey: 

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

The Oak Brook Park District, along with the professional services of Wight & Company, are beginning the conceptual design phase for the development of Central Park North. The Park District has a project budget of \$2.1 million dollars, but will seek additional funding in the form of grant assistance.

The Open Space Land Acquisition and Development grant, or OSLAD, is a matching grant administered through the Illinois Department of Natural Resources. It is funded through a portion of the Illinois real estate transfer tax. The grant provides up to \$400,000 in matching funds for qualified projects through a competitive application and selection process.

The Central Park Improvements project was funded partially through an OSLAD grant in 2017-2019.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

Staff anticipates that the conceptual design for Central Park North will reflect improvements which will be consistent with OSLAD criteria for funding assistance. For that reason, staff recommends beginning the OSLAD grant application process at the completion of the conceptual design phase for the project.

**ACTION PROPOSED:** For Review and Discussion Only.

**OSLAD Grant Program  
Resolution of Authorization**

**Form OS/DOC-3**

**Applicant (Sponsor) Legal Name:** Oak Brook Park District

**Project Title:** Central Park Improvements

The Oak Brook Park District (Sponsor) hereby certifies and acknowledges that it has the sufficient funds necessary (includes cash and value of donated land) to complete the pending OSLAD project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois IDNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

Acquisition and Development Projects

It is understood that the project must be completed within the timeframe established. The OSLAD timeframe is two years as is specified in the project agreement. The Billing Certification Statement must be submitted within 45 days of the grant expiration date and the last reimbursement request must be submitted within one year of the grant expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant.

The Oak Brook Park District (Sponsor) further acknowledges and certifies that it will comply with all terms, conditions and regulations of 1) the Open Space Lands Acquisition and Development (OSLAD) program (17 IL Adm. Code 3025); 2) the Illinois Grant Funds Recovery Act (30 ILCS 705); 3) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable; 4) the Illinois Human Rights Act (775 ILCS 5/1-101 et.seq.); 5) Title VI of the Civil Rights Act of 1964, (P.L. 83-352); 6) the Age Discrimination Act of 1975 (P.L. 94-135); 7) the Civil Rights Restoration Act of 1988, (P.L. 100-259); and 8) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property **acquired** with OSLAD assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the OSLAD programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR, and that development at the site will commence within 3 years.

BE IT FURTHER PROVIDED that the Oak Brook Park District (Sponsor) certifies to the best of its knowledge that the information provided within the attached application is true and correct.

This Resolution of Authorization has been duly discussed and adopted by the Oak Brook Park District (Sponsor) on the 17th day of June (month), 2019 (year)

\_\_\_\_\_  
Name (printed / typed)

Attested by: \_\_\_\_\_

\_\_\_\_\_  
Signature


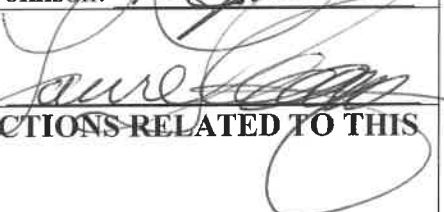
Date: \_\_\_\_\_

President, Board of Park Commissioners

\_\_\_\_\_  
Title



## Oak Brook Park District

<b>BOARD MEETING</b> <b>AGENDA ITEM –HISTORY/COMMENTARY</b>	
<b>ITEM TITLE: RESOLUTION 19-0620: A RESOLUTION AUTHORIZING AND DIRECTING STAFF TO PROCEED WITH REZONING OF PROPERTY COMMONLY KNOWN AS THE MCDONALD'S PROPERTY</b>	<b>AGENDA No.: 9 F</b> <b>MEETING DATE: MAY 20, 2019</b>
<b>STAFF REVIEW:</b>	Director of Parks and Planning, Bob Johnson: 
<b>RECOMMENDED FOR BOARD ACTION:</b>	Executive Director, Laure Kosey: 
<b>ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):</b>	
<p>Central Park North is currently zoned ORA1 – Office-Research-Assembly District. This was the zoning assigned by the Village of Oak Brook when the parcel was previously owned by McDonald's Corporation.</p> <p>The Park District's staff and consultants are recommending that the District consider changing the Central Park North zoning to Conservation and Recreation District ("CR").</p> <p>Village Code defines a Conservation/Recreation District zone as for the development of land for open space recreational activities and/or to preserve natural resources.</p>	
<b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):</b>	
<p>The Park District's attorney has provided Resolution 19-0620 which is included in the following pages for the Board's consideration.</p>	
<b>ACTION PROPOSED:</b>	
For Review and Discussion Only.	

**RESOLUTION NO. 19-0620**

**RESOLUTION AUTHORIZING AND DIRECTING STAFF  
TO PROCEED WITH REZONING OF PROPERTY  
COMMONLY KNOWN AS THE MCDONALD'S PROPERTY**

**WHEREAS**, on November 6, 2018, the voters of the Oak Brook Park District (“Park District”) approved a referendum to borrow funds necessary to acquire and preserve as open space certain real property commonly known as the McDonald’s Property and legally described in Exhibit A (“Property”); and,

**WHEREAS**, on February 6, 2019, the Park District closed on the purchase of the Property and took possession thereof; and

**WHEREAS**, the Property is currently zoned in the Village of Oak Brook (“Village”) as ORA1, an industrial district principally intended for uses described as manufacturing, fabricating, processing, assembly, repairing, storing, cleaning, servicing or testing of materials, goods or products; and

**WHEREAS**, all park and open field recreational uses are special uses in the ORA1 District; and

**WHEREAS**, the Park District is in the process of developing plans for the Property, which are intended to promote strictly recreational uses, and intends to use the Property exclusively for recreational purposes in perpetuity; and

**WHEREAS**, the Village’s CR Conservation/Recreation District is “designed to encourage the development of land for open space recreational activities and/or preserve natural resources,” and identifies open field recreational activities and related accessory structures and uses as permitted uses.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF PARK COMMISSIONERS OF THE OAK BROOK PARK DISTRICT AS FOLLOWS:**

**Section 1:** The Park District Board of Park Commissioners hereby finds and determines that rezoning the Property from ORA1 to CR Conservation/Recreation District is in the best interest of the Park District.

**Section 2:** Park District staff is hereby authorized and directed to proceed with rezoning of the Property from the Village’s ORA1 zoning district to the Village’s CR Conservation/Recreation zoning district, with the assistance of the District’s legal counsel and architectural consultants.

**Section 3:** All prior resolutions, motions, and orders of the Park District in conflict with any of the terms hereof, are hereby repealed to the extent of the conflict.

**Section 4:** All provisions of this Resolution shall be deemed to be severable. Should any section or part of this Resolution be declared invalid or unenforceable by a court of competent jurisdiction,

the remaining part or parts of such section and/or the other sections, as the case may be, shall nevertheless be valid, binding and subsisting.

**Section 5:** This Resolution shall take effect and be in force immediately upon its passage and approval by the Board of Park Commissioners.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2019 by the Oak Brook Board of Park Commissioners.

**Roll Call Vote:**

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstain: \_\_\_\_\_

By:

\_\_\_\_\_  
President, Oak Brook Park District,  
Board of Park Commissioners

ATTEST:

\_\_\_\_\_  
Secretary, Oak Brook Park District,  
Board of Park Commissioners

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF DUPAGE        )

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Oak Brook Park District, DuPage County, Illinois, and as such I am the keeper of the records and files of the Board of Park Commissioners of said Park District.

I further certify that the foregoing is a full, true and complete copy of Resolution No. 19-0620 titled,

**RESOLUTION AUTHORIZING AND DIRECTING STAFF  
TO PROCEED WITH REZONING OF PROPERTY  
COMMONLY KNOWN AS THE MCDONALD’S PROPERTY**

adopted at a duly called Regular Meeting of the Board of Park Commissioners of the Oak Brook Park District, held at Oak Brook, Illinois at 6:30 p.m. on the \_\_\_\_ day of \_\_\_\_\_, 2019.

I do further certify that the deliberations of the Board on the adoption of said Resolution were conducted openly, that the vote on the adoption of said Resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all the provisions of said Act and said Code and with all the procedural rules of the Board.

IN WITNESS WHEREOF I hereunto affix my official signature at Oak Brook, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Board Secretary, Oak Brook Park District

**EXHIBIT A**  
**LEGAL DESCRIPTION OF**  
**MCDONALD'S PROPERTY**

Lots 1 and 2 in McDonald's Autumn Oaks Subdivision, being a part of Section 26, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded June 22, 1990 as Document No. R90-77300 in DuPage County, Illinois.

1315 Kensington: 06-26-102-008

1425 Kensington: 06-26-102-009