



Oak Brook Park District Board Packet

October 16, 2023

We strive to provide the **very best** in **park** and **recreational opportunities, facilities,** and **open lands** for **our community.**

Family Recreation Center | 1450 Forest Gate Road | Oak Brook, IL 60523-2151 | P: 630-990-4233 | F: 630-990-8379
Tennis Center | 1300 Forest Gate Road | Oak Brook, IL 60523-2151 | P: 630-990-4660 | F: 630-990-4818

www.obparks.org





AGENDA
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
October 16, 2023 – 6:30 p.m.
Canterberry Room

1. CALL TO ORDER THE REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF COMMISSIONERS AND CONDUCT THE ROLL CALL
2. OPEN FORUM
3. CONSENT AGENDA
 - a. APPROVAL OF THE OCTOBER 16, 2023 AGENDA
 - b. APPROVAL OF MINUTES
 - i. September 18, 2023 Regular Board Meeting Minutes
 - c. APPROVAL OF FINANCIAL STATEMENT ENDING SEPTEMBER 30, 2023
 - i. Warrant 677
4. STAFF RECOGNITION
 - a. Steven Nemitz, Family Recreation Center Facility Maintenance Manager
5. COMMUNICATIONS/PROCLAMATIONS
 - a. Board of Commissioners to share communications.
 - b. Presentation of the Annual Comprehensive Financial Report for the fiscal year ended April 30, 2023, by Lauterbach and Amen, LLP
6. REPORTS:
 - a. Communications, IT, and Administration Report
 - b. Finance & Human Resources Report
 - c. Recreation & Facilities Report
 - d. Parks & Planning Report



AGENDA
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
October 16, 2023 – 6:30 p.m.
Canterberry Room

7. UNFINISHED BUSINESS

- a. Revision Administrative Policies & Procedures Manual: Section 1.1. Rules of the Board of Park Commissioners, subsection I.G.1: Remote Attendance by Video or Audio Conference.
- b. Ordinance 23-1016: An Ordinance Authorizing the Destruction of the Verbatim Record of Certain Closed Meetings
- c. Resolution 23-1017: A Resolution Regarding the Review of Minutes for Closed Meetings January 1989 through July 31, 2023

8. NEW BUSINESS

- a. Approval of a Travel Expense for Commissioner Attendance at the 2023 IAPD/IPRA Annual Conference, January 25 - 27, 2024 at the Hyatt Regency Chicago
- b. Amending Personnel Policy Manual Section 4.28: Work Related Expense Reimbursement
- c. Employee Health Insurance Contract.
- d. Resolution 23-1114: A Resolution Authorizing and Approving a Change Order Involving a Change in the Completion Date in the Contract with Integral Construction, Inc. for the Central Park Concession/Restroom/ Storage Building.
- e. Resolution 23-1115 A Resolution Authorizing and Approving a Change Order Involving a Change in the Completion Date in the Contract with Integral Construction, Inc. for the Central Park Phase II Project.
- f. Agreement with Kluber Architects + Engineers for the Central Park West Facility Renovations Project (**Requires Waiving the Board Rules to Approve at this Meeting.)

9. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON NOVEMBER 13, 2023, 6:30 P.M.

10. ADJOURNMENT

In accordance with the provisions of the Americans with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at a public meeting of the Oak Brook Park District Board of Commissioners should contact: Laure Kosey, Executive Director at 630-645-9535.



AGENDA
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
October 16, 2023 – 6:30 p.m.
Canterberry Room

1. CALL TO ORDER THE REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF COMMISSIONERS AND CONDUCT THE ROLL CALL
[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.]
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 a 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 a Second) to approve the Consent Agenda, as presented. **Roll Call Vote...**]*
 - a. APPROVAL OF THE OCTOBER 16, 2023 AGENDA
 - b. APPROVAL OF MINUTES
 - i. September 18, 2023 Regular Board Meeting Minutes
 - c. APPROVAL OF FINANCIAL STATEMENT ENDING SEPTEMBER 30, 2023
 - i. Warrant 677
4. STAFF RECOGNITION *[Welcome Steven Nemitz, Family Recreation Center Facility Maintenance Manager]*
 - a. Steven Nemitz, Family Recreation Center Facility Maintenance Manager
5. COMMUNICATIONS/PROCLAMATIONS *[For Review and Discussion Only.]*
 - a. Board of Commissioners to share communications.
 - b. Presentation of the Annual Comprehensive Financial Report for the fiscal year ended April 30, 2023, by Lauterbach and Amen, LLP
6. REPORTS: *[For Review and Discussion Only.]*
 - a. Communications, IT, and Administration Report
 - b. Finance & Human Resources Report
 - c. Recreation & Facilities Report
 - d. Parks & Planning Report



AGENDA
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
October 16, 2023 – 6:30 p.m.
Canterberry Room

7. UNFINISHED BUSINESS

- a. Revision Administrative Policies & Procedures Manual: Section 1.1. Rules of the Board of Park Commissioners, subsection I.G.1: Remote Attendance by Video or Audio Conference. *[Request a motion and a second to approve the Revision to the Administrative Policies & Procedures Manual: Section 1.1. Rules of the Board of Park Commissioners, subsection I.G.1: Remote Attendance by Video or Audio Conference. **Roll Call Vote...**]*
- b. Ordinance 23-1016: An Ordinance Authorizing the Destruction of the Verbatim Record of Certain Closed Meetings. *[Request a motion and a second to approve Ordinance 23-1016: An Ordinance Authorizing the Destruction of the Verbatim Record of Certain Closed Meetings. **Roll Call Vote...**]*
- c. Resolution 23-1017: A Resolution Regarding the Review of Minutes for Closed Meetings January 1989 through July 31, 2023. *[Request a motion and a second to approve Resolution 23-1017: A Resolution Regarding the Review of Minutes for Closed Meetings January 1989 through July 31, 2023. **Roll Call Vote...**]*

8. NEW BUSINESS

- a. Approval of a Travel Expense for Commissioner Attendance at the 2023 IAPD/IPRA Annual Conference, January 25 - 27, 2024 at the Hyatt Regency Chicago *[For Review and Discussion Only.]*
- b. Amending Personnel Policy Manual Section 4.28: Work Related Expense Reimbursement *[For Review and Discussion Only.]*
- c. Employee Health Insurance Contract. *[For Review and Discussion Only.]*
- d. Resolution 23-1114: A Resolution Authorizing and Approving a Change Order Involving a Change in the Completion Date in the Contract with Integral Construction, Inc. for the Central Park Concession/Restroom/ Storage Building. *[For Review and Discussion Only.]*
- e. Resolution 23-1115: A Resolution Authorizing and Approving a Change Order Involving a Change in the Completion Date in the Contract with Integral Construction, Inc. for the Central Park Phase II Project. *[For Review and Discussion Only.]*
- f. Agreement with Kluber Architects + Engineers for the Central Park West Facility Renovations Project (***)Requires Waiving the Board Rules to Approve at this Meeting.) *[Request a motion and a second to waive the Board Rules, to Approve at this Meeting, the Agreement with Kluber Architects and Engineers for the Central Park West Facility Renovations Project. **Roll Call Vote...**]*

*Then request a motion and a second to approve the Agreement with Kluber Architects and Engineers for the Central Park West Renovations Project for a total cost not-to-exceed \$39,625. **Roll Call Vote...***

- 9. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON NOVEMBER 13, 2023, 6:30 P.M.** *[Announce the Next Regular Meeting of the Oak Brook Park District Board of Park Commissioners will be held on November 13, 2023, 6:30 p.m.]*



AGENDA
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
October 16, 2023 – 6:30 p.m.
Canterberry Room

10. **ADJOURNMENT** *[Request a Motion and a Second to adjourn the October 16, 2023 Regular Meeting of the Oak Brook Park District Board of Commissioners. **Voice Vote, All in Favor...**]*

In accordance with the provisions of the Americans with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at a public meeting of the Oak Brook Park District Board of Commissioners should contact: Laure Kosey, Executive Director at 630-645-9535.

Minutes

Minutes
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
September 18, 2023 – 6:30 p.m.
Canterberry Room

1. CALL TO ORDER THE REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF COMMISSIONERS AND CONDUCT THE ROLL CALL

President Knitter called to order the regular meeting of the Oak Brook Park District Board of Commissioners at the hour of 6:31 p.m. Commissioners Gondek, Ivkovic Kelley, Suleiman, and President Knitter answered “present” from the Oak Brook Park District Family Recreation Center, Canterbury Conference Room. Also present in the Canterbury Conference Room were Laure Kosey, Executive Director; Marco Salinas, Chief Financial Officer; Katie Basile, Director of Recreation and Facilities; and Bob Johnson, Director of Parks and Planning.

2. OPEN FORUM

President Knitter asked if there were any public comments.

Bill Mailk, an in-district representative, suggested expanding the bike path at the North Athletic Fields to accommodate a safer crossing between Kensington and Jorie.

President Knitter stated they would look into potential options.

3. CONSENT AGENDA

- a. APPROVAL OF THE SEPTEMBER 18, 2023 AGENDA
- b. APPROVAL OF MINUTES
 - i. AUGUST 21, 2023 Regular Board Meeting Minutes
 - ii. AUGUST 29, 2023 Special Board Meeting Minutes
- c. APPROVAL OF FINANCIAL STATEMENT ENDING AUGUST 31, 2023
 - i. Warrant 676

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

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

Ayes: Commissioners Gondek, Ivkovic Kelley, Suleiman, and President Knitter

Nays: None

Absent: Commissioner Vescovi

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

Motion: Commissioner Suleiman made a motion, seconded by Commissioner Ivkovic Kelley, to approve the Consent Agenda, and the motion passed by roll call vote.

Ayes: Commissioners Gondek, Ivkovic Kelley, Suleiman, and President Knitter

Nays: None

Absent: Commissioner Vescovi

4. STAFF RECOGNITION

- a. None

5. COMMUNICATIONS/PROCLAMATIONS

- a. Board of Commissioners to share communications.

President Knitter stated numerous members have offered positive feedback regarding the deep cleaning conducted in the Family Aquatic Center this past month.

- b. Master Vision Semi-Annual Review

Dr. Kosey stated the staff has worked together to update the Vision statement and Core Values. Additionally, the team has reviewed the items within the documents and begun outlining projects to complete.

- c. Strategic Plan Semi-Annual Review

Dr. Kosey stated the staff is working on completing items within the Strategic Plan that expired in 2024.

- d. Central Park West Business Plan

Mrs. Basile discussed the new Central Park Business Plan. Utilizing input from the focus group and community survey staff recommends transforming the space into a multipurpose building for tournaments, special events, and programming. A proposal will be submitted to house Gateway Special Recreation Association on weekdays.

President Knitter asked about the management of the Special Recreation Association and how staff would measure its success. Participants have a wide range of needs. The undertaking would not only be about funding but also providing participants assistance with specialized needs.

Dr. Kosey stated the Special Recreation Association would be part of the recreation department, and they would need to hire full-time staff.

Commissioner Suleiman asked whether an internal staff member could take this on.

Dr. Kosey informed the staff would need to be hired that specializes in Special Recreation Programming.

President Knitter would like to see the additional expenses associated with the Special Recreation Association, such as insurance and other costs.

Dr. Kosey stated the funding would be secured through association dues and turned into the operating budget.

President Knitter raised concerns about how other Park Districts may feel about paying other Park Districts, as this could be a fundamental blocker.

Dr. Kosey ensured the Board staff is working with our attorneys to make sure any obstacles can be legally resolved.

Commissioner Suleiman is optimistic about this project and the programs offerings.

President Knitter is also optimistic about this change.

6. REPORTS:

a. Communications, IT, and Administration Report

Dr. Laure Kosey presented her report, which can be found in the Park District's records.

Dr. Kosey reported a managerial restructuring as Katie Basile settled into the Director of Recreation and Facilities. Alin Pop, Superintendent of Enterprise Operations at the Tennis Center, will now directly report to Dr. Kosey.

Dr. Kosey explained the State has added "unexpected childcare obligations" as another allowable occurrence for elected officials to attend a board meeting remotely.

b. Finance & Human Resources Report

Mr. Marco Salinas presented his report, which can be found in the Park District's records.

Mr. Salinas reported on the completion of four months of the current fiscal year. General, Recreation, and Tennis Funds are in surplus. Out-of-district daily fees are helping increase the General Fund. Additionally, basketball programming and child aquatics are seeing increased attendance.

Mr. Salinas stated timing is a factor to consider with the Tennis Center's financials.

c. Recreation & Facilities Report

Mrs. Basile presented her report, which can be found in the Park District's records.

Mrs. Basile reported the community has been registering for fall openings. The indoor movie went well, with a more diverse age range of child participants.

Mrs. Basile stated preschool has begun, athletic registration, and fall members have increased participation.

Mrs. Basile informed the Board, that staff completed the pool deep cleaning during the annual shutdown.

President Knitter asked Mrs. Basile about competition from other gyms in the area.

Mrs. Basile stated that the staff knows the competition in the area. However, they offer a different opportunity and seek a different customer base.

President Knitter stated she has gotten a lot of positive feedback on Summer Camp. Parents liked the different variety and field trip options.

d. Parks & Planning Report

Mr. Johnson presented his report, which can be found in the Park District's records.

Mr. Johnson reported on the activity at the Central Park construction projects. Much of the building's interior work is being completed, and he anticipates the project completion will be sometime in mid-October.

Mr. Johnson stated that the asphalt work had been completed for the season.

Mr. Johnson stated that the staff is looking forward to the Winter Lights project as they have been assisting in developing the new scenes.

7. UNFINISHED BUSINESS

a. Ordinance 23-0918: An Ordinance Declaring Surplus Personal Property and Authorizing Conveyance or Sale Thereof

Motion: Commissioner Suleiman made a motion, seconded by Commissioner Ivkovic Kelley, to approve Ordinance 23-0918: An Ordinance Declaring Surplus Personal Property and Authorizing the Sale or Conveyance Thereof.

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

Ayes: Commissioners Gondek, Ivkovic Kelley, Suleiman, and President Knitter

Nays: None

Absent: Commissioner Vescovi

b. Purchase of Pickup Truck through the Suburban Purchasing Cooperative.

Motion: Commissioner Suleiman made a motion, seconded by Commissioner Ivkovic Kelley, to approve the purchase of a 2024 Ford F-250 pickup truck through the Suburban Purchasing Cooperative for a total cost of \$47,531.

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

Ayes: Commissioners Gondek, Ivkovic Kelley, Suleiman, and President Knitter

Nays: None

Absent: Commissioner Vescovi

c. Family Care Leave Policy

Motion: Commissioner Suleiman made a motion, seconded by Commissioner Ivkovic Kelley, to approve the Family Care Leave Policy.

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

Motion: Commissioner Suleiman made a motion, seconded by Commissioner Gondek, to approve the Family Care Leave Policy.

Ayes: Commissioners Gondek, Ivkovic Kelley, Suleiman, and President Knitter

Nays: None

Absent: Commissioner Vescovi

d. Safety Policy 24: Oak Brook Park District Boundary Violations Policy - Protecting Children and Vulnerable Adults and Employee Acknowledgement Form

Motion: Commissioner Suleiman made a motion, seconded by Commissioner Ivkovic Kelley, to approve Safety Policy 24: Oak Brook Park District Boundary Violations Policy – Protecting Children and Vulnerable Adults and Employee Acknowledgement Form.

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

Ayes: Commissioners Gondek, Ivkovic Kelley, Suleiman, and President Knitter

Nays: None

Absent: Commissioner Vescovi

e. Safety Policy 24.1: Electronic Communications with Minors and Vulnerable Adults Policy

Motion: Commissioner Suleiman made a motion, seconded by Commissioner Ivkovic Kelley, to approve Safety Policy 24.1: Electronic Communications with Minors and Vulnerable Adults Policy.

President Knitter asked if the Park District received consent from participants before emailing them.

Dr. Kosey stated consent is granted before emailing marketing materials.

Motion: Commissioner Suleiman made a motion, seconded by Commissioner Ivkovic Kelley, to approve Safety Policy 24.1: Electronic Communications with Minors and Vulnerable Adults Policy.

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

Ayes: Commissioners Gondek, Ivkovic Kelley, Suleiman, and President Knitter

Nays: None

Absent: Commissioner Vescovi

f. Safety Policy 24.2: Overnight and Travel Abroad Events and Programs Policy

Motion: Commissioner Suleiman made a motion, seconded by Commissioner Ivkovic Kelley, to approve Safety Policy 24.2: Overnight and Travel Abroad Events and Programs Policy.

Dr. Kosey stated that PDRMA recommends the Park District add the policy.

Motion: Commissioner Suleiman made a motion, seconded by Commissioner Ivkovic Kelley, to approve Safety Policy 24.2: Overnight and Travel Abroad Events and Programs Policy.

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

Ayes: Commissioners Gondek, Ivkovic Kelley, Suleiman, and President Knitter

Nays: None

Absent: Commissioner Vescovi

8. NEW BUSINESS

- a. Revision Administrative Policies & Procedures Manual: Section 1.1. Rules of the Board of Park Commissioners, subsection I.G.1: Remote Attendance by Video or Audio Conference.

Dr. Kosey stated this is a new policy provided by the State allowing elected officials to attend a board meeting remotely due to unexpected childcare obligations.

- b. Ordinance 23-1016: An Ordinance Authorizing the Destruction of the Verbatim Record of Certain Closed Meetings

The Board of Commissioners entered into a Closed Session at 7:15 pm

9. ENTER CLOSED SESSION: For the purpose of discussing and approving Closed Meeting Minutes pursuant to 5 ILCS 120/2(c)(21); and for the Semi-Annual Review of Closed Meeting Minutes pursuant to 5 ILCS 120/2(c)(21) and 5 ILCS 120/2.06(d) of the Open Meetings Act

Motion: Commissioner Suleiman made a motion, seconded by Commissioner Ivkovic Kelley, to enter into closed session for the purpose of discussing and approving Closed Meeting Minutes pursuant to 5 ILCS 120/2(c)(21); and for the Semi-Annual Review of Closed Meeting Minutes pursuant to 5 ILCS 120/2(c)(21) and 5 ILCS 120/2.06(d).

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

Ayes: Commissioners Gondek, Ivkovic Kelley, Suleiman, and President Knitter

Nays: None

Absent: Commissioner Vescovi

The Commissioners entered the Closed Session at 7:15 p.m.

10. CLOSED SESSION

- a. Discussion and Approval of Closed Meeting Minutes, July 17, 2023
- b. Semi-Annual Review of Closed Meeting Minutes for Release
 - i. Resolution 23-1017: A Resolution Regarding the Review of Minutes for Closed Meetings January 1989 through July 31, 2023

11. ARISE FROM CLOSED SESSION AND RESUME THE OPEN SESSION

Motion: Commissioner Suleiman made a motion, seconded by Commissioner Ivkovic Kelley, to arise from the closed session to the open session at the hour of 7:18 p.m.

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

Ayes: Commissioners Gondek, Ivkovic Kelley, Suleiman, and President Knitter

Nays: None

Absent: Commissioner Vescovi

12. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON OCTOBER 16, 2023, 6:30 P.M.

President Knitter announced that the next Regular Meeting of the Oak Brook Park District of Park Commissioners would be held on October 16, 2023, at 6:30 p.m.

13. ADJOURNMENT

Motion: Commissioner Suleiman made a motion, seconded by Commissioner Ivkovic Kelley, to adjourn the September 18, 2023, Regular Meeting of the Oak Brook Park District Board of Commissioners. The motion passed by voice vote, and the meeting adjourned at the hour of 7:20 p.m.

Dr. Laure L. Kosey, Executive Director

Financial Statement



General Fund

The General Fund is used to account for all activity of the Park District, except for activity required to be accounted for in another fund. The General Fund is comprised of the following departments:

- General Administration
- Finance
- Central Park North
- Central Park
- Saddlebrook Park
- Forest Glen Park
- Chillem Park
- Dean Nature Sanctuary
- Information Technology
- Building- Family Recreation Center
- Central Park West

Among the major activities accounted for in this fund are field and facility rentals, general administration and finance services, information technology services, facility maintenance services for our Family Recreation Center and Central Park West facility, and maintenance of our Central Park and other satellite parks.



General Fund: Revenues and Expenditures Summary (Unaudited)
Fiscal Year-to-Date Activity through September 30 2023 and 2022
41.67% completed (5 out of 12 months)

REVENUES

Administration

Finance

Property Taxes

Personal Prop. Repl. Taxes

Investment Income

Other

Central Park North

Central Park

Saddlebrook Park

Forest Glen Park

Chillem Park

Dean Property

Information Technology

Building-Recreation Center

Central Park West

TOTAL REVENUES

EXPENDITURES

Administration

Finance

Central Park North

Central Park

Saddlebrook Park

Forest Glen Park

Chillem Park

Dean Property

Professional Services

Contracts- Maint. DNS

Information Technology

Building-Recreation Center

Central Park West

TOTAL EXPENDITURES

TRANSFERS OUT

**TOTAL EXPENDITURES
AND TRANSFERS OUT**

**REVENUES OVER
(UNDER) EXPENDITURES
AND TRANSFERS OUT**

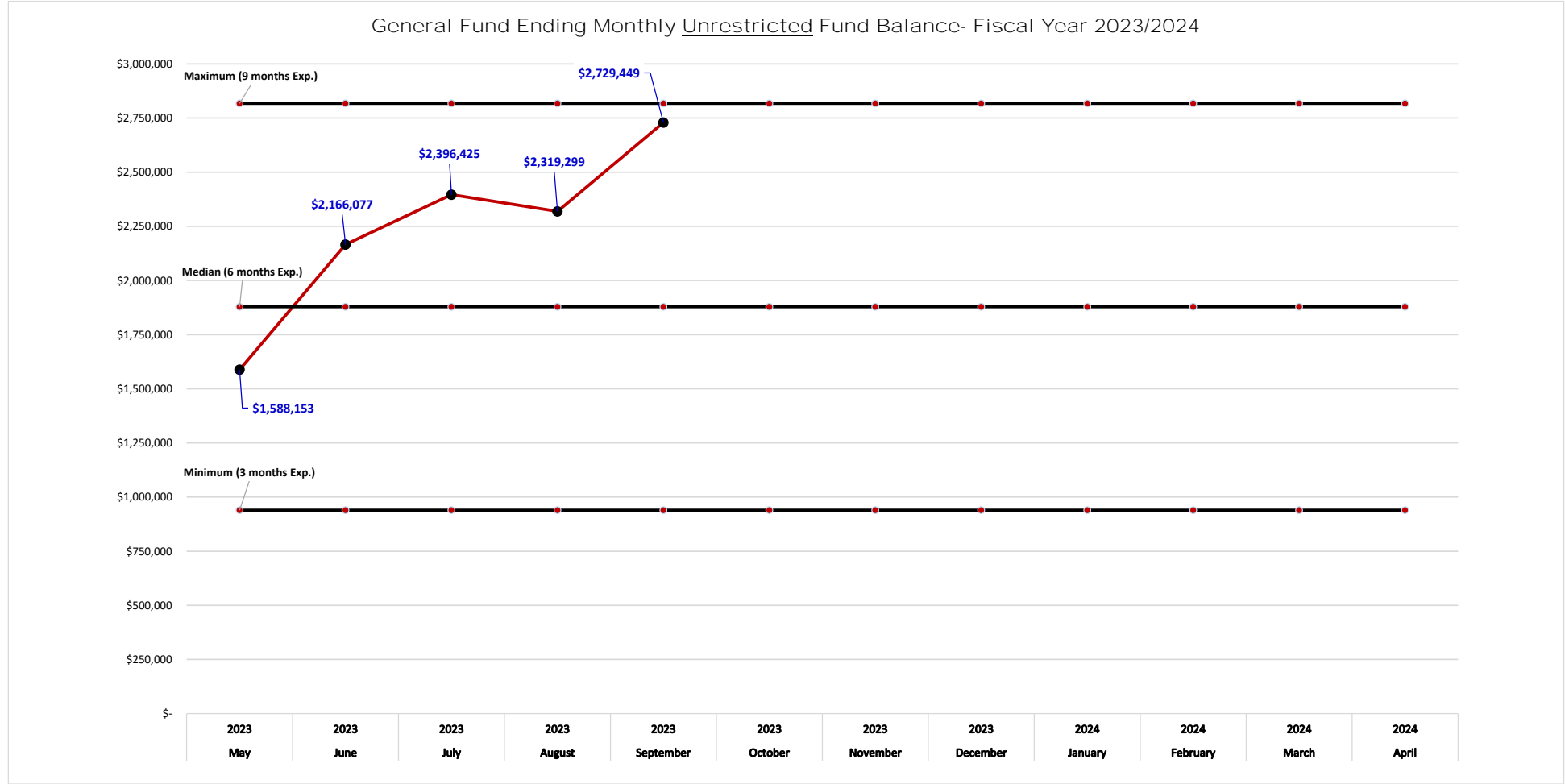
Fiscal Year 2023/2024- Highlighted items reflect more than 8.33% variance							FY 2023/2024 compared to FY 2022/2023- Highlighted items reflect more than 10% variance		
Original Annual Budget	September 2023 Actual	Year-To-Date (YTD) Actual	Encumbered	YTD Actual + Encumbered	YTD Actual, as a % of Original Annual Budget		Fiscal Year 2022/2023 YTD Actual	Actual Higher/(Lower) than 2022/2023 YTD Actual	Percent Change
\$ -	\$ -	\$ -	N/A	\$ -	N/A		\$ -	\$ -	N/A
1,773,687	644,873	1,736,470	N/A	1,736,470	97.9%		1,418,828	317,642	22.4%
324,515	-	121,994	N/A	121,994	37.6%		126,766	(4,773)	-3.8%
7,500	7,639	22,402	N/A	22,402	298.7%		1,870	20,532	1098.1%
9,250	500	885	N/A	885	9.6%		6,405	(5,520)	-86.2%
88,500	1,163	68,295	N/A	68,295	77.2%		92,271	(23,976)	-26.0%
196,000	9,858	157,429	N/A	157,429	80.3%		166,545	(9,117)	-5.5%
500	-	-	N/A	-	0.0%		-	-	N/A
500	-	-	N/A	-	0.0%		-	-	N/A
250	-	-	N/A	-	0.0%		-	-	N/A
500	-	-	N/A	-	0.0%		(3,000)	3,000	-100.0%
117,124	63	29,665	N/A	29,665	25.3%		-	29,665	N/A
1,040,726	20,983	356,134	N/A	356,134	34.2%		322,534	33,600	10.4%
83,094	5,745	34,431	N/A	34,431	41.4%		34,209	222	0.6%
\$ 3,642,146	\$ 690,823	\$ 2,527,704	\$ -	\$ 2,527,704	69.4%		\$ 2,166,429	\$ 361,275	16.7%
\$ 385,411	\$ 37,763	\$ 152,411	\$ 2,792	155,203	39.5%		\$ 198,640	\$ (46,229)	-23.3%
313,016	27,919	102,155	354	102,509	32.6%		142,243	(40,089)	-28.2%
45,021	869	25,848	5,484	31,332	57.4%		23,899	1,949	8.2%
818,078	83,981	340,953	46,622	387,575	41.7%		311,710	29,243	9.4%
15,659	1,619	6,573	3,861	10,434	42.0%		4,163	2,410	57.9%
27,543	1,454	11,360	5,258	16,618	41.2%		14,349	(2,989)	-20.8%
7,909	470	1,580	2,283	3,863	20.0%		2,882	(1,302)	-45.2%
30,177	928	17,806	7,414	25,220	59.0%		12,122	5,684	46.9%
29,500	3,897	13,496	6,044	19,540	45.7%		8,041	5,454	67.8%
-	-	-	-	-	N/A		13,429	(13,429)	-100.0%
314,889	16,869	119,143	40,630	159,773	37.8%		-	119,143	N/A
1,034,404	98,400	397,192	52,446	449,638	38.4%		368,309	28,883	7.8%
81,528	6,503	22,736	12,374	35,110	27.9%		20,498	2,237	10.9%
\$ 3,103,134	\$ 280,673	\$ 1,211,251	\$ 185,563	\$ 1,396,814	39.0%		\$ 1,120,286	\$ 90,966	8.1%
\$ 654,000	\$ -	\$ -	\$ -	\$ -	0.0%		\$ -	\$ -	N/A
\$ 3,757,134	\$ 280,673	\$ 1,211,251	\$ 185,563	\$ 1,396,814	32.2%		\$ 1,120,286	\$ 90,966	8.1%
\$ (114,988)	\$ 410,150	\$ 1,316,453	\$ (185,563)	\$ 1,130,890	-1144.9%		\$ 1,046,144	\$ 270,309	25.8%

Note> Fiscal year 2023/2024 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing the current fiscal year to fiscal year 2022/2023, the highlighted items reflect a variance of +/-10.00% or greater.

Note 2> Encumbered balances represent the commitment of appropriated (budgeted) funds to purchase goods and services. They set aside (encumber) appropriated funds for future expenditure and are used by staff to manage spending activity.

Oak Brook Park District
Schedule of Ending Monthly Unrestricted Fund Balance- General Fund

Actuals- Unaudited													
	May	June	July	August	September	October	November	December	January	February	March	April	Fiscal
	2023	2023	2023	2023	2023	2023	2023	2023	2024	2024	2024	2024	Y-T-D
Beginning Unrestricted	\$ 1,412,996	\$ 1,588,153	\$ 2,166,077	\$ 2,396,425	\$ 2,319,299								
Monthly Net Surplus/(Deficit)	175,157	577,924	230,348	(77,126)	410,150								\$ 1,316,453
Ending Unrestricted	\$ 1,588,153	\$ 2,166,077	\$ 2,396,425	\$ 2,319,299	\$ 2,729,449	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	



Minimum (3 months Exp.)	\$ 939,284	\$ 939,284	\$ 939,284	\$ 939,284	\$ 939,284	\$ 939,284	\$ 939,284	\$ 939,284	\$ 939,284	\$ 939,284	\$ 939,284	\$ 939,284	\$ 939,284
Median (6 months Exp.)	\$ 1,878,567	\$ 1,878,567	\$ 1,878,567	\$ 1,878,567	\$ 1,878,567	\$ 1,878,567	\$ 1,878,567	\$ 1,878,567	\$ 1,878,567	\$ 1,878,567	\$ 1,878,567	\$ 1,878,567	\$ 1,878,567
Maximum (9 months Exp.)	\$ 2,817,851	\$ 2,817,851	\$ 2,817,851	\$ 2,817,851	\$ 2,817,851	\$ 2,817,851	\$ 2,817,851	\$ 2,817,851	\$ 2,817,851	\$ 2,817,851	\$ 2,817,851	\$ 2,817,851	\$ 2,817,851



Recreation Fund

The Recreation Fund is used to account for all recreation programming activity of the Park District; except for programming accounted for in our Tennis and Special Recreation funds. The Recreation Fund is comprised of the following departments:

- Recreation Administration
- Fitness Center
- Aquatic Center
- Aquatic Recreation Programming
- Childrens Programs
- Preschool Programs
- Youth Programs
- Adult Programs
- Pioneer Programs
- Special Events and Trips
- Marketing
- Capital Outlay

The primary focus of this fund is to account for recreational programming activities, client memberships, special events, preschool, and the marketing of these services. This fund also accounts for resources used to fund capital improvements.



Recreation Fund: Revenues and Expenditures Summary (Unaudited)
Fiscal Year-to-Date Activity through September 30 2023 and 2022
41.67% completed (5 out of 12 months)

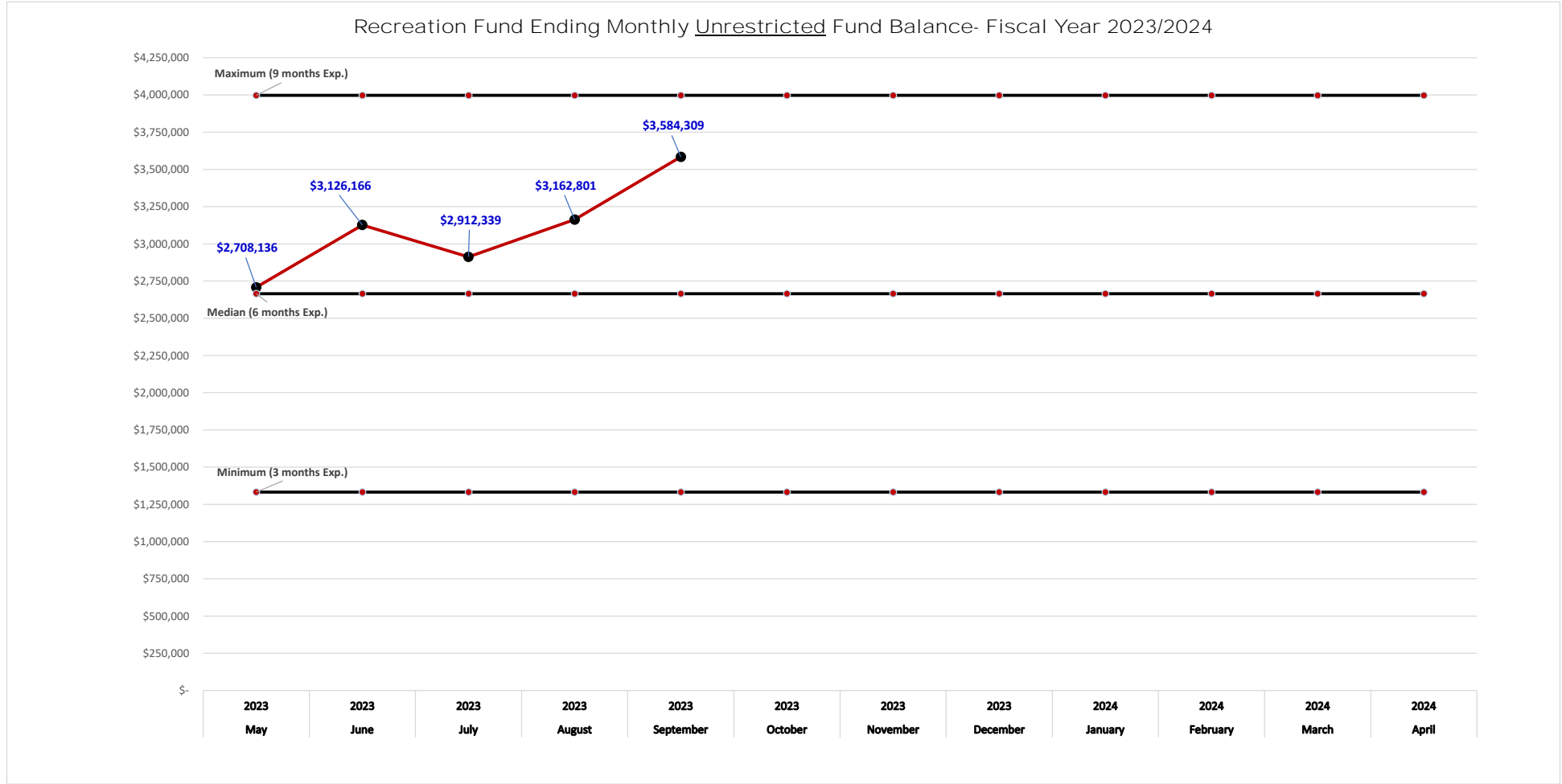
Fiscal Year 2023/2024- Highlighted items reflect more than 8.33% variance							FY 2023/2024 compared to FY 2022/2023- Highlighted items reflect more than 10% variance		
	Original Annual Budget	September 2023 Actual	Year-To-Date (YTD) Actual	Encumbered	YTD Actual + Encumbered	YTD Actual, as a % of Original Annual Budget	Fiscal Year 2022/2023 YTD Actual	FY 2023/2024 YTD Actual Higher/(Lower) than 2022/2023 YTD Actual	Percent Change
REVENUES									
Administration									
Property Taxes	\$ 1,294,055	\$ 470,770	\$ 1,267,657	N/A	\$ 1,267,657	98.0%	\$ 1,221,540	\$ 46,117	3.8%
Personal Prop. Repl. Taxes	100,714	-	38,405	N/A	38,405	38.1%	39,908	(1,502)	-3.8%
Investment Income	22,000	9,388	37,800	N/A	37,800	171.8%	4,684	33,116	706.9%
Other	3,000	(565)	598	N/A	598	19.9%	1,773	(1,176)	-66.3%
Fitness Center	675,479	63,215	307,737	N/A	307,737	45.6%	237,966	69,771	29.3%
Aquatic Center	595,305	42,510	280,879	N/A	280,879	47.2%	222,269	58,610	26.4%
Aquatic Recreation Prog.	569,563	23,882	252,895	N/A	252,895	44.4%	219,592	33,304	15.2%
Children's Programs	456,329	33,780	441,870	N/A	441,870	96.8%	346,755	95,115	27.4%
Preschool Programs	303,481	24,396	112,392	N/A	112,392	37.0%	109,601	2,791	2.5%
Youth Programs	225,158	5,525	188,293	N/A	188,293	83.6%	205,783	(17,491)	-8.5%
Adult Programs	77,266	6,006	63,015	N/A	63,015	81.6%	40,812	22,204	54.4%
Pioneer Programs	59,150	5,384	27,793	N/A	27,793	47.0%	21,211	6,582	31.0%
Special Events and Trips	144,180	4,579	77,014	N/A	77,014	53.4%	40,548	36,466	89.9%
Marketing	45,000	2,013	16,558	N/A	16,558	36.8%	7,950	8,608	108.3%
Capital Outlay	-	-	-	N/A	-	N/A	-	-	N/A
TRANSFERS IN	\$ 300,000	-	-	N/A	-	0.0%	-	-	N/A
TOTAL REVENUES & TRANSFERS IN	\$ 4,870,680	\$ 690,882	\$ 3,112,906	\$ -	\$ 3,112,906	63.9%	\$ 2,720,394	\$ 392,513	14.4%
EXPENDITURES									
Administration	\$ 1,037,478	\$ 66,385	\$ 347,529	\$ 23,052	\$ 370,581	33.5%	\$ 280,051	\$ 67,478	24.1%
Fitness Center	502,565	32,878	147,964	27,280	175,244	29.4%	109,547	38,417	35.1%
Aquatic Center	1,052,637	79,808	441,075	68,462	509,537	41.9%	375,338	65,737	17.5%
Aquatic Recreation Prog.	275,300	11,672	98,953	18,484	117,437	35.9%	87,845	11,108	12.6%
Children's Programs	323,888	6,372	92,541	15,801	108,341	28.6%	78,618	13,923	17.7%
Preschool Programs	285,293	18,756	53,627	-	53,627	18.8%	57,067	(3,441)	-6.0%
Youth Programs	173,985	6,312	98,811	-	98,811	56.8%	92,773	6,038	6.5%
Adult Programs	57,858	4,384	20,707	-	20,707	35.8%	8,254	12,453	150.9%
Pioneer Programs	97,022	13,230	33,854	1,610	35,464	34.9%	31,200	2,653	8.5%
Special Events and Trips	122,576	6,977	70,051	2,645	72,696	57.1%	44,306	25,745	58.1%
Marketing	237,411	22,599	95,759	101	95,860	40.3%	90,463	5,296	5.9%
Capital Outlay	962,500	-	39,099	906,514	945,612	4.1%	39,112	(13)	0.0%
TOTAL EXPENDITURES	\$ 5,128,512	\$ 269,373	\$ 1,539,970	\$ 1,063,948	\$ 2,603,918	30.0%	\$ 1,294,575	\$ 245,395	19.0%
TRANSFERS OUT	\$ 201,392	-	-	-	-	0.0%	-	-	N/A
TOTAL EXPENDITURES AND TRANSFERS OUT	\$ 5,329,904	\$ 269,373	\$ 1,539,970	\$ 1,063,948	\$ 2,603,918	28.9%	\$ 1,294,575	\$ 245,395	19.0%
REVENUES OVER (UNDER) EXPENDITURES	\$ (459,225)	\$ 421,508	\$ 1,572,936	\$ (1,063,948)	\$ 508,989	-342.5%	\$ 1,425,818	\$ 147,118	10.3%

Note> Fiscal year 2023/2024 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing the current fiscal year to fiscal year 2022/2023, the highlighted items reflect a variance of +/-10.00% or greater.

Note 2> Encumbered balances represent the commitment of appropriated (budgeted) funds to purchase goods and services. They set aside (encumber) appropriated funds for future expenditure and are used by staff to manage spending activity.

Oak Brook Park District
Schedule of Ending Monthly Unrestricted Fund Balance- Recreation Fund

		Actuals- Unaudited																							
		May	June	July	August	September	October	November	December	January	February	March	April	Fiscal											
		2023	2023	2023	2023	2023	2023	2023	2023	2024	2024	2024	2024	Y-T-D											
Beginning Unrestricted	\$	2,011,373	\$	2,708,136	\$	3,126,166	\$	2,912,339	\$	3,162,801															
Monthly Net Surplus/(Deficit)		696,763		418,030		(213,827)		250,462		421,508				\$	1,572,936										
Ending Unrestricted	\$	2,708,136	\$	3,126,166	\$	2,912,339	\$	3,162,801	\$	3,584,309	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	



Minimum (3 months Exp.)	\$ 1,332,476	\$ 1,332,476	\$ 1,332,476	\$ 1,332,476	\$ 1,332,476	\$ 1,332,476	\$ 1,332,476	\$ 1,332,476	\$ 1,332,476	\$ 1,332,476	\$ 1,332,476	\$ 1,332,476
Median (6 months Exp.)	\$ 2,664,952	\$ 2,664,952	\$ 2,664,952	\$ 2,664,952	\$ 2,664,952	\$ 2,664,952	\$ 2,664,952	\$ 2,664,952	\$ 2,664,952	\$ 2,664,952	\$ 2,664,952	\$ 2,664,952
Maximum (9 months Exp.)	\$ 3,997,428	\$ 3,997,428	\$ 3,997,428	\$ 3,997,428	\$ 3,997,428	\$ 3,997,428	\$ 3,997,428	\$ 3,997,428	\$ 3,997,428	\$ 3,997,428	\$ 3,997,428	\$ 3,997,428



Tennis Fund

The Tennis Fund is used to account for the activities of our tennis center. The Tennis Fund is comprised of the following departments:

- Tennis Administration
- Building- Racquet Club
- Programs- Racquet Club
- Capital Outlay

The primary focus of this fund is to account for all tennis administration, recreational programming activities, client memberships, and special events. This fund also accounts for resources used to fund capital improvements at the tennis center.



Tennis Center Fund (Recreational Facilities): Revenues and Expenses Summary (Unaudited)

Fiscal Year-to-Date Activity through September 30 2023 and 2022

41.67% completed (5 out of 12 months)

REVENUES

Administration

Building- Racquet Club

Programs- Racquet Club

TOTAL REVENUES

EXPENSES

Administration

Building- Racquet Club

Programs- Racquet Club

Capital Outlay

TOTAL EXPENSES

**REVENUES OVER
(UNDER) EXPENSES**

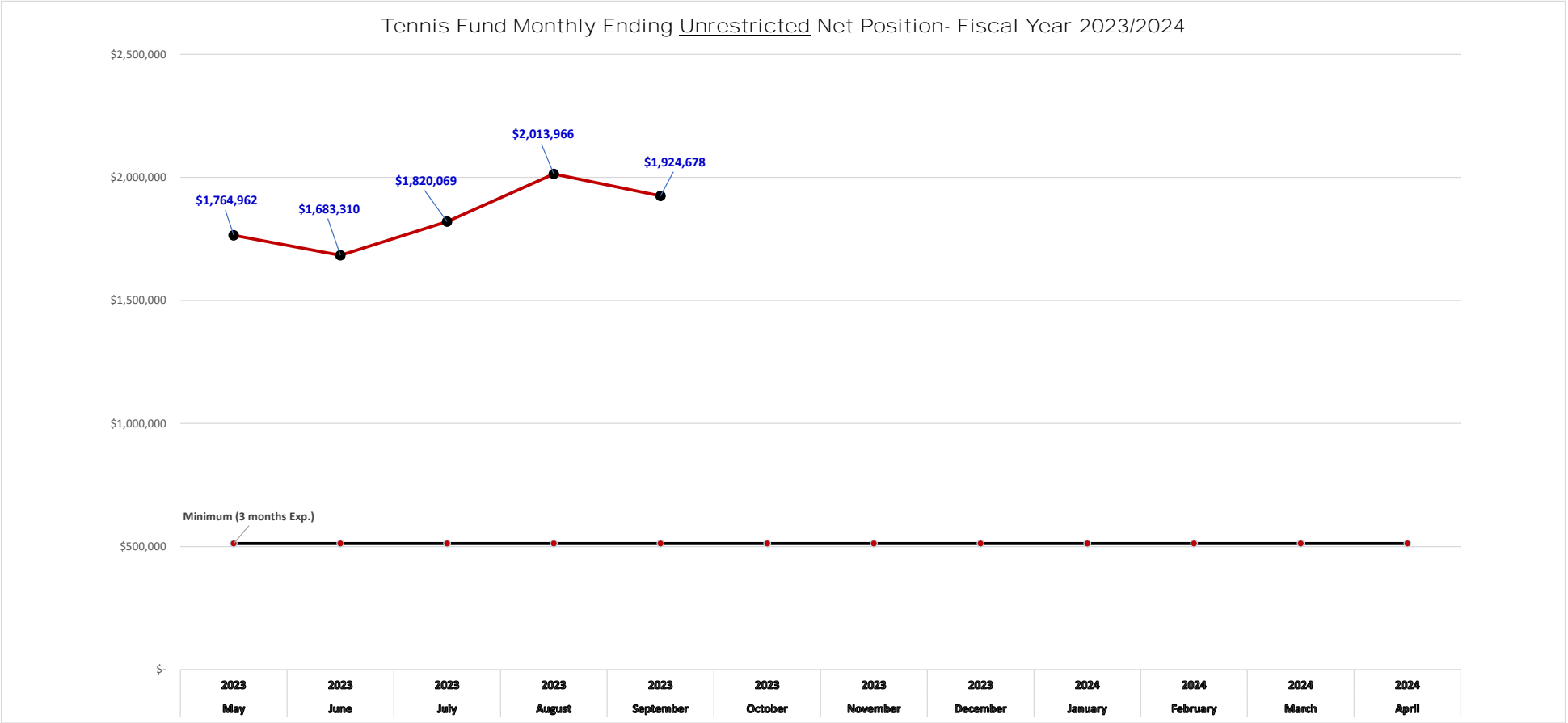
Fiscal Year 2023/2024- Highlighted items reflect more than 8.33% variance							FY 2023/2024 compared to FY 2022/2023- Highlighted items reflect more than 10% variance		
Original Annual Budget	September 2023 Actual	Year-To-Date (YTD) Actual	Encumbered	YTD Actual + Encumbered	YTD Actual, as a % of Original Annual Budget		Fiscal Year 2022/2023 YTD Actual	FY 2023/2024 YTD Actual Higher/(Lower) than 2022/2023 YTD Actual	Percent Change
\$ 12,220	\$ 4,684	\$ 36,525	N/A	\$ 36,525	298.9%		\$ 18,375	\$ 18,150	98.8%
500	-	-	N/A	-	0.0%		-	-	N/A
2,051,500	103,595	1,183,535	N/A	1,183,535	57.7%		1,064,082	119,454	11.2%
\$ 2,064,220	\$ 108,279	\$ 1,220,060	\$ -	\$ 1,220,060	59.1%		\$ 1,082,457	\$ 137,603	12.7%
\$ 808,599	\$ 69,951	\$ 292,886	\$ 794	\$ 293,680	36.2%		\$ 255,326	\$ 37,560	14.7%
381,971	23,876	112,037	55,000	167,037	29.3%		98,065	13,972	14.2%
858,000	70,459	263,261	-	263,261	30.7%		231,336	31,925	13.8%
430,000	16,641	45,356	-	45,356	10.5%		61,900	(16,544)	-26.7%
\$ 2,478,571	\$ 180,927	\$ 713,540	\$ 55,794	\$ 769,333	28.8%		\$ 646,627	\$ 66,913	10.3%
\$ (414,351)	\$ (72,648)	\$ 506,520	\$ (55,794)	\$ 450,727	-122.2%		\$ 435,830	\$ 70,690	16.2%

Note> Fiscal year 2023/2024 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing the current fiscal year to fiscal year 2022/2023, the highlighted items reflect a variance of +/-10.00% or greater.

Note 2> Encumbered balances represent the commitment of appropriated (budgeted) funds to purchase goods and services. They set aside (encumber) appropriated funds for future expense and are used by staff to manage spending activity.

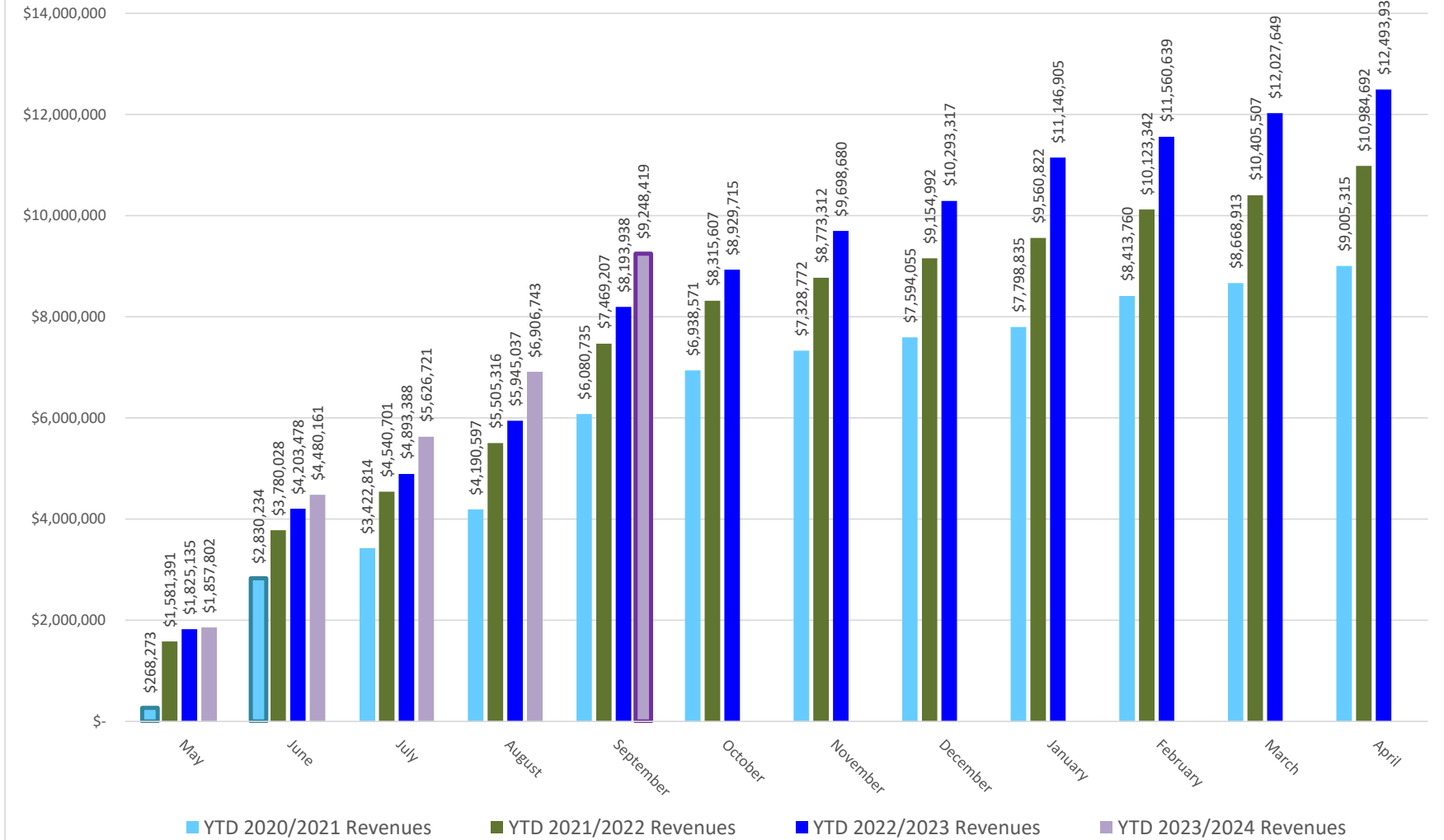
Oak Brook Park District
Schedule of Ending Monthly Unrestricted Net Position- Tennis Fund

		Actuals- Unaudited												
		May	June	July	August	September	October	November	December	January	February	March	April	Fiscal
		2023	2023	2023	2023	2023	2023	2023	2023	2024	2024	2024	2024	Y-T-D
Beginning Investment in Capital Assets	\$	1,610,979	\$ 1,610,979	\$ 1,633,799	\$ 1,633,799	\$ 1,639,694								
Beginning Unrestricted		1,463,513	1,764,962	1,683,310	1,820,069	2,013,966								
Monthly Net Surplus/(Deficit)		301,449	(58,832)	136,758	199,792	(72,648)								\$ 506,520
Ending Investment in Capital Assets	\$	1,610,979	\$ 1,633,799	\$ 1,633,799	\$ 1,639,694	1,656,335								
Ending Unrestricted	\$	1,764,962	\$ 1,683,310	\$ 1,820,069	\$ 2,013,966	\$ 1,924,678								



Minimum (3 months Exp.)	\$ 512,143	\$ 512,143	\$ 512,143	\$ 512,143	\$ 512,143	\$ 512,143	\$ 512,143	\$ 512,143	\$ 512,143	\$ 512,143	\$ 512,143	\$ 512,143	\$ 512,143
Median (6 months Exp.)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Maximum (9 months Exp.)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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

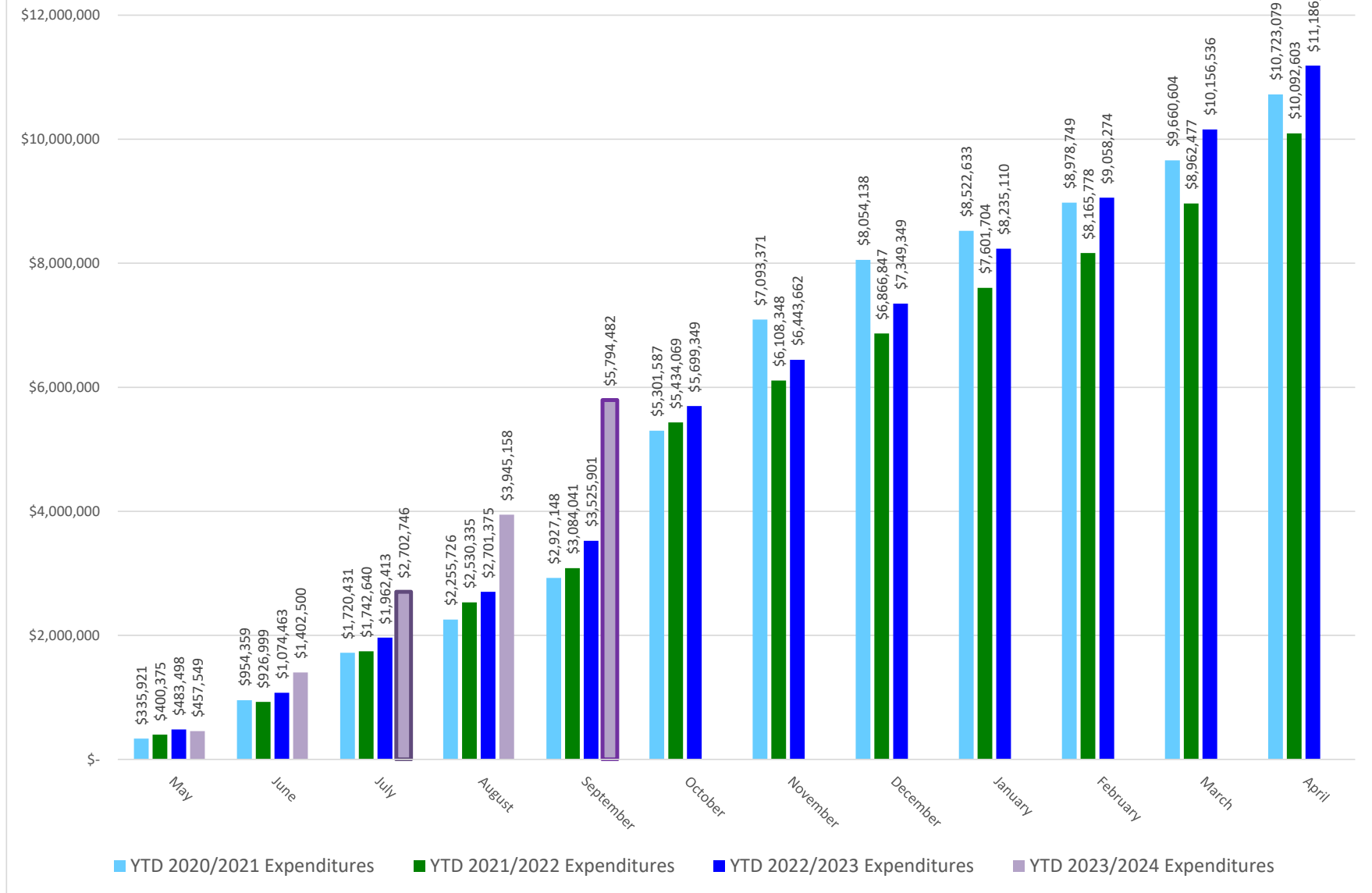


NOTES

2020/2021 The large decreases in May and June 2020 revenues is attributed to the closure of all our indoor and outdoor recreation facilities as a result of the COVID-19 pandemic. Such closure began in Mid-March 2020 and extended through the end of June 2020, with the resumption of limited on-site programming during the month of June.

2023/2024 The large increase in Y-T-D revenues are being primarily driven by increased programming revenues in our fitness, aquatics, children's, special events departments, as well as in group tennis programming.

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

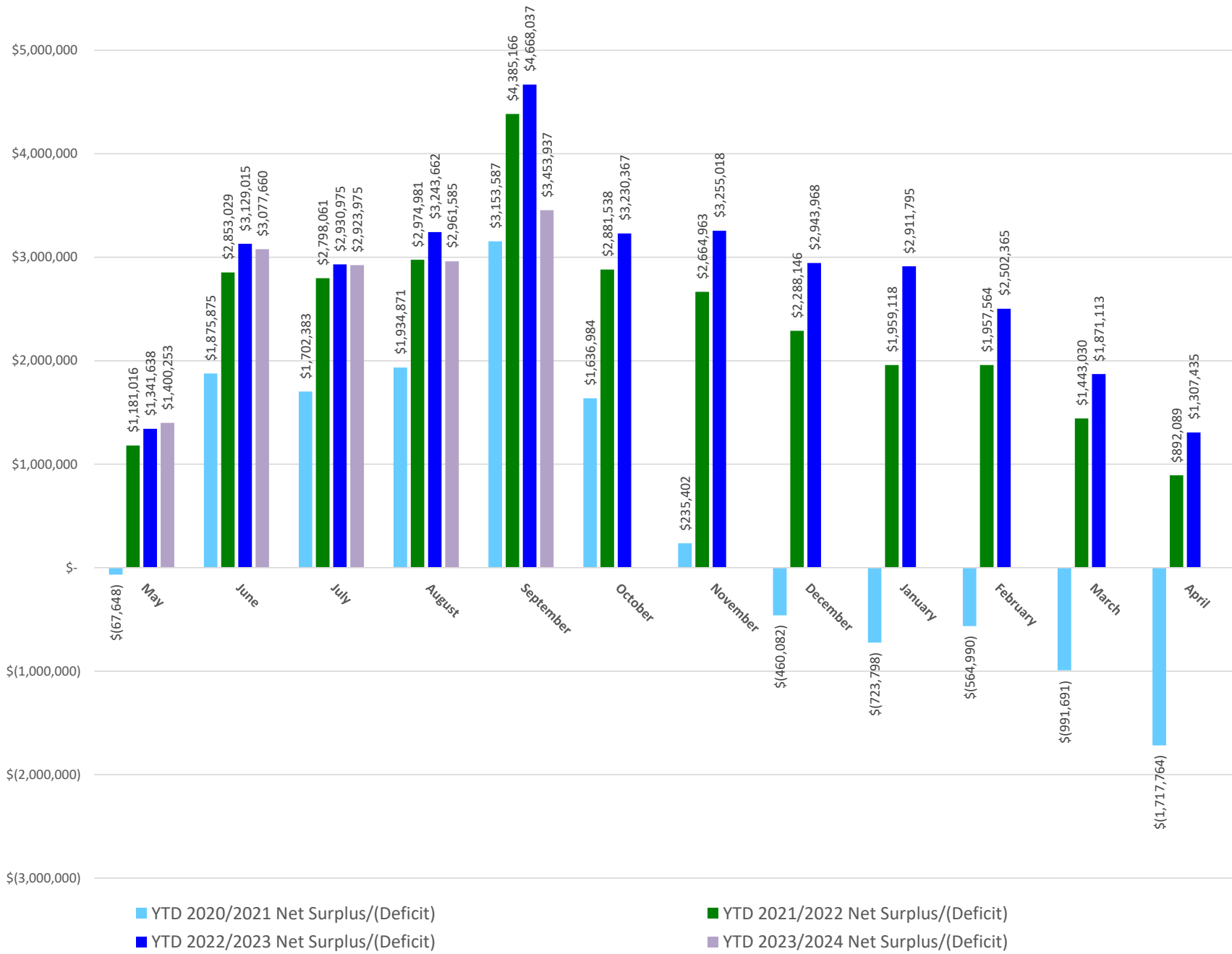


NOTES

2023/2024

The large increase in Y-T-D expenditures are being primarily driven by increased capital improvement costs for our Central Park improvements (e.g. bathrooms, pavilion, synthetic turf field).

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





OAK BROOK PARK DISTRICT
SUMMARIZED REVENUE & EXPENDITURE REPORT
September 2023

	FY 2023/2024 ANNUAL BUDGET	CURRENT MONTH ACTUAL	Y-T-D ACTUAL (5 months)
GENERAL CORPORATE FUND			
Revenues & transfers in	\$ 3,642,146	\$ 690,823	\$ 2,527,704
Expenditures & transfers out	3,757,134	280,673	1,211,251
Net surplus/(deficit)	\$ (114,988)	\$ 410,150	\$ 1,316,453
RECREATION FUND			
Revenues & transfers in	\$ 4,870,680	\$ 690,882	\$ 3,112,906
Expenditures & transfers out	5,329,904	269,373	1,539,970
Net surplus/(deficit)	\$ (459,225)	\$ 421,508	\$ 1,572,936
IMRF FUND			
Revenues & transfers in	\$ 141,986	\$ 19,796	\$ 87,926
Expenditures & transfers out	175,000	18,514	71,497
Net surplus/(deficit)	\$ (33,014)	\$ 1,282	\$ 16,429
LIABILITY INSURANCE FUND			
Revenues & transfers in	\$ 110,730	\$ 31,272	\$ 94,370
Expenditures & transfers out	145,601	4,447	66,596
Net surplus/(deficit)	\$ (34,871)	\$ 26,826	\$ 27,774
AUDIT FUND			
Revenues & transfers in	\$ 16,903	\$ 6,300	\$ 17,001
Expenditures & transfers out	16,175	-	11,250
Net surplus/(deficit)	\$ 728	\$ 6,300	\$ 5,751
DEBT SERVICE FUND			
Revenues & transfers in	\$ 1,903,875	\$ 577,847	\$ 1,556,523
Expenditures & transfers out	1,887,377	318	2,318
Net surplus/(deficit)	\$ 16,498	\$ 577,529	\$ 1,554,205
RECREATIONAL FACILITIES FUND (TENNIS CENTER)			
Revenues	\$ 2,064,220	\$ 108,279	\$ 1,220,060
Expenses	2,478,571	180,927	713,540
Net surplus/(deficit)	\$ (414,351)	\$ (72,648)	\$ 506,520
SPECIAL RECREATION FUND			
Revenues & transfers in	\$ 336,927	\$ 108,834	\$ 294,784
Expenditures & transfers out	378,217	61,557	168,010
Net surplus/(deficit)	\$ (41,290)	\$ 47,277	\$ 126,773



OAK BROOK PARK DISTRICT
SUMMARIZED REVENUE & EXPENDITURE REPORT
September 2023

	FY 2023/2024 ANNUAL BUDGET	CURRENT MONTH ACTUAL	Y-T-D ACTUAL (5 months)
CAPITAL PROJECTS FUND			
Revenues & transfers in	\$ 966,000	\$ 30,368	\$ 105,065
Expenditures & transfers out	3,470,100	1,004,069	1,879,610
Net surplus/(deficit)	\$ (2,504,100)	\$ (973,701)	\$ (1,774,545)
SOCIAL SECURITY FUND			
Revenues & transfers in	\$ 272,324	\$ 77,276	\$ 232,082
Expenditures & transfers out	292,995	29,447	130,440
Net surplus/(deficit)	\$ (20,671)	\$ 47,829	\$ 101,642
CONSOLIDATED SUMMARY			
Revenues & transfers in	\$ 14,325,792	\$ 2,341,677	\$ 9,248,420
Expenditures/expenses & transfers out	17,931,074	1,849,324	5,794,482
Net surplus/(deficit)	\$ (3,605,282)	\$ 492,353	\$ 3,453,938

OAK BROOK PARK DISTRICT
CONSOLIDATED REVENUES AND EXPENDITURES REPORT
Month: September 2023

	CONSOLIDATED TOTALS
REVENUES & TRANSFERS IN	
Property Taxes	\$ 1,934,619
Replacement Taxes	-
Interest	34,253
Miscellaneous	20,110
Fitness Center Fees	63,215
Aquatic Center & Program Fees	66,392
Recreation Program Fees	183,265
Marketing	2,013
FRC Rental/Member Fees	20,983
Field Rentals- Central Park North	1,163
Field Rentals- Central Park	9,858
Satellite Parks & DNS	-
Information Technology	63
CPW Building Rentals	5,745
Grant Proceeds	-
Overhead Revenue-FRC & Rental	-
Overhead Revenue-I.T.	-
Transfers In	-
TOTAL- REVENUES & TRANSFERS IN	\$ 2,341,677
EXPENDITURES/EXPENSES & TRANSFERS OUT	
Accounts Payable and Other	\$ 1,275,194
September Payroll and Related Benefits	574,131
Overhead Expenditures	-
Transfers Out	-
TOTAL EXPENDITURES/EXPENSES & TRANSFERS OUT	\$ 1,849,324
NET REVENUES/(EXPENDITURES/EXPENSES)	\$ 492,353

**Oak Brook Park District
Consolidated Balance Sheet
As of September 30, 2023**

ASSETS

	Consolidated Totals
Current Assets	
Cash and Investments	\$ 12,526,425
Receivables - Net of Allowances	-
Property Taxes	5,410,785
Accounts	800,398
Due from Other Funds	-
Prepays	1,595
Inventories	31,917
Total Current Assets	<u>\$ 18,771,119</u>
Noncurrent Assets	
Capital Assets	
Non-depreciable	\$ 40,475
Depreciable	5,400,929
Accumulated Depreciation	(3,830,424)
Total Noncurrent Assets	<u>\$ 1,610,980</u>
 Total Assets	 \$ 20,382,100

DEFERRED OUTFLOWS OF RESOURCES

Deferred Items-IMRF	\$ 210,773
 Total Assets and Deferred Outflows of Resources	 <u>\$ 20,592,873</u>

LIABILITIES

Current Liabilities	
Accounts Payable	\$ 107,841
Accrued Payroll	49,963
Retainage Payable	70,532
Unearned Revenue	620,990
Due To Other Funds	-
Unclaimed Property	2,744
Total Current Liabilities	<u>\$ 852,070</u>
Noncurrent Liabilities	
Compensated Absences Payable	\$ 30,841
Net Pension Liability - IMRF	185,023
Total OPEB Liability - RBP	167,291
Total Noncurrent Liabilities	<u>\$ 383,155</u>
 Total Liabilities	 \$ 1,235,225

DEFERRED INFLOWS OF RESOURCES

Deferred Items - IMRF	\$ 48,680
Property Taxes	5,410,785
 Total Liabilities and Deferred Inflows of Resources	 <u>\$ 6,694,690</u>

FUND/NET POSITION BALANCES

Non-spendable	\$ -
Restricted	2,203,328
Committed	5,375,772
Assigned	-
Unassigned	2,738,070
 Net Investment in Capital Assets	 1,656,335
Restricted	-
Unrestricted	1,924,678
Total Fund/Net Position Balances	<u>\$ 13,898,184</u>
 Total Liabilities, Deferred Inflows of Resources and Fund/ Net Position Balances	 <u>\$ 20,592,873</u>

OAK BROOK PARK DISTRICT
Treasurer's Report- As of September 30, 2023

Investment Type	Bank/Institution	Current Year Balance	Current Rate/APY	Prior Year Rate/APY	Description/Note	Concentration Percentage
<u>Money Market</u>						
	Evergreen Bank	\$ 6,544,932.69	3.040%	0.600%	Interest-bearing	59.85%
	Hinsdale Bank	799,018.57	5.650%	2.540%	Interest-bearing	7.31%
	Sub-Total:	<u>\$ 7,343,951.26</u>				<u>67.15%</u>
<u>Savings</u>						
	Evergreen Bank	\$ 203,169.63	2.500%	0.650%	Interest-bearing (Insured Cash Sweep)	1.86%
<u>Checking</u>						
	Fifth Third Bank	\$ 259,636.39	0.700%	0.450%	Interest-bearing	2.37%
<u>Investment Pool</u>						
	The Illinois Funds	\$ 3,129,649.31	5.512%	2.516%	Illinois Public Treasurers' Investment Pool	28.62%
	Grand Total Investments:	<u><u>\$ 10,936,406.59</u></u>				<u><u>100.00%</u></u>
<u>Benchmark</u>						
	Three-month U.S. Treasury Bill		5.462%	3.267%	Highly liquid short-term security. Payment of principal and interest guaranteed by the full faith and credit of the U.S. government. Rate is as of the day's close on 09/29/23 and 09/30/2022 .	

Oak Brook Park District
Schedule of Capital Expenditures/Expenses
As of September 30, 2023

FUND & DESCRIPTION	VENDORS	Year-to-Date Expenditures
<u>Capital Projects Fund</u>		
Central Park North Phase 2- Design & engineering, soil borings, equipment, furnishings, permit fees, construction, etc. (82% allocation)	Zepole Restaurant Supply, Icon Shelter, Landscape Structures, Vacker Inc., Village of Oak Brook, Charles Vincent George, Geocon, Hinsdale Nurseries, Integral Construction, Robbins Schwartz, Amazon (p-card)	\$ 1,160,979.13
Central Park North Phase 2- Legal fees	Robbins Schwartz	902.00
Ginger Creek bridge- Legal fees	Robbins Schwartz	710.00
Synthetic Turf Replacement- Central Park	Fieldturf USA, Inc.	671,755.40
License plate reader security system	Minuteman Security	7,254.36
Tennis Center outdoor patio improvements	A&A Paving, NuToys, Peerless Enterprise	38,009.50
	Sub-total Balance:	\$ 1,879,610.39
<u>Recreation Fund</u>		
Tennis courts resurfacing- Saddle Brook	American Sealcoating	\$ 19,000.00
Tennis courts resurfacing- Forest Glen	American Sealcoating	19,000.00
Aquatics HVAC and tile deck	Kluber Architects	1,098.79
	Sub-total Balance:	\$ 39,098.79
<u>Tennis Fund</u>		
Tennis Center outdoor patio improvements	A&A Paving, NuToys, Peerless Enterprise	\$ 45,355.72
	Sub-total Balance:	\$ 45,355.72
<u>Special Recreation Fund</u>		
Adaptive changing table- Family Locker Room	eSpecial Needs	\$ 891.86
Central Park North Phase 2- Design & engineering, construction (18% allocation)	Charles Vincent George, Integral Construction	81,353.95
Tennis Center outdoor patio improvements	A&A Paving, Treetop Products	12,333.84
Tennis courts resurfacing- Saddle Brook	American Sealcoating	8,900.00
Tennis courts resurfacing- Forest Glen	American Sealcoating	8,900.00
	Sub-total Balance:	\$ 112,379.65
	TOTAL YEAR-TO-DATE CAPITAL EXPENDITURES:	\$ 2,076,444.55

Warrant

WARRANT #677

10/09/2023 12:08 PM

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INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT

Page: 1/4

EXP CHECK RUN DATES 10/16/2023 - 10/16/2023

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
46589	ABC MECHANICAL	09/11/2023	10/16/2023	950.00	950.00	Open	N
46655	ANDERSON ELEVATOR CO.	10/01/2023	10/16/2023	625.00	625.00	Open	N
46678	ANDERSON ELEVATOR CO.	10/04/2023	10/16/2023	245.00	245.00	Open	N
46679	ANDERSON ELEVATOR CO.	10/04/2023	10/16/2023	245.00	245.00	Open	N
46618	APPLIED CONTROLS	07/24/2023	10/16/2023	825.00	825.00	Open	N
46593	AQUA PURE ENTERPRISES, INC.	09/20/2023	10/16/2023	128.16	128.16	Open	N
46613	AQUA PURE ENTERPRISES, INC.	09/22/2023	10/16/2023	60.82	60.82	Open	N
46614	AQUA PURE ENTERPRISES, INC.	09/25/2023	10/16/2023	1,324.99	1,324.99	Open	N
46710	BEST OFFICIALS	10/01/2023	10/16/2023	1,056.00	1,056.00	Open	N
46711	BEST OFFICIALS	10/01/2023	10/16/2023	378.00	378.00	Open	N
46685	CARDMEMBER SERVICE	09/26/2023	10/16/2023	59.49	59.49	Open	N
46686	CARDMEMBER SERVICE	09/26/2023	10/16/2023	582.80	582.80	Open	N
46687	CARDMEMBER SERVICE	09/26/2023	10/16/2023	1,266.60	1,266.60	Open	N
46688	CARDMEMBER SERVICE	09/26/2023	10/16/2023	3,704.68	3,704.68	Open	N
46689	CARDMEMBER SERVICE	09/26/2023	10/16/2023	511.69	511.69	Open	N
46690	CARDMEMBER SERVICE	09/26/2023	10/16/2023	135.05	135.05	Open	N
46691	CARDMEMBER SERVICE	09/26/2023	10/16/2023	285.00	285.00	Open	N
46692	CARDMEMBER SERVICE	09/26/2023	10/16/2023	273.56	273.56	Open	N
46693	CARDMEMBER SERVICE	09/26/2023	10/16/2023	61.06	61.06	Open	N
46694	CARDMEMBER SERVICE	09/26/2023	10/16/2023	2,272.71	2,272.71	Open	N
46695	CARDMEMBER SERVICE	09/26/2023	10/16/2023	728.32	728.32	Open	N
46696	CARDMEMBER SERVICE	09/26/2023	10/16/2023	360.67	360.67	Open	N
46697	CARDMEMBER SERVICE	09/26/2023	10/16/2023	96.29	96.29	Open	N
46698	CARDMEMBER SERVICE	09/26/2023	10/16/2023	188.31	188.31	Open	N
46699	CARDMEMBER SERVICE	09/26/2023	10/16/2023	168.66	168.66	Open	N
46700	CARDMEMBER SERVICE	09/26/2023	10/16/2023	541.73	541.73	Open	N
46701	CARDMEMBER SERVICE	09/26/2023	10/16/2023	759.10	759.10	Open	N
46702	CARDMEMBER SERVICE	09/26/2023	10/16/2023	292.20	292.20	Open	N
46703*	CARDMEMBER SERVICE	09/26/2023	10/16/2023	712.62	712.62	Open	N
46704	CARDMEMBER SERVICE	09/26/2023	10/16/2023	921.81	921.81	Open	N
46705	CARDMEMBER SERVICE	09/26/2023	10/16/2023	105.19	105.19	Open	N
46706	CARDMEMBER SERVICE	09/26/2023	10/16/2023	833.13	833.13	Open	N
46709	CARDMEMBER SERVICE	09/26/2023	10/16/2023	330.00	330.00	Open	N
46712	CARDMEMBER SERVICE	09/26/2023	10/16/2023	1,168.42	1,168.42	Open	N
46713	CARDMEMBER SERVICE	09/26/2023	10/16/2023	1,397.47	1,397.47	Open	N
46714	CARDMEMBER SERVICE	09/26/2023	10/16/2023	9,350.70	9,350.70	Open	N
46715	CARDMEMBER SERVICE	09/26/2023	10/16/2023	1,088.68	1,088.68	Open	N
46716	CARDMEMBER SERVICE	09/26/2023	10/16/2023	3,928.79	3,928.79	Open	N
46603	CHARLES VINCENT GEORGE ARCHITECTS	09/06/2023	10/16/2023	842.50	842.50	Open	N
46604	CHARLES VINCENT GEORGE ARCHITECTS	09/06/2023	10/16/2023	247.50	247.50	Open	N
46622*	CHICAGOLAND PAVING CONTRACTORS INC	09/13/2023	10/16/2023	117,800.00	117,800.00	Open	N
46629	CLASSIC LANDSCAPE, LTD.	09/30/2023	10/16/2023	9,003.75	9,003.75	Open	N
46672	COM ED	09/27/2023	10/16/2023	28.98	28.98	Open	N
46684	COM ED	09/29/2023	10/16/2023	457.19	457.19	Open	N
46606	DAWSONS TREE SERVICE	08/18/2023	10/16/2023	1,380.00	1,380.00	Open	N
46708	DIRECT ENERGY BUSINESS, LLC	10/03/2023	10/16/2023	17,693.26	17,693.26	Open	N
46567	DORIN IACOB	08/02/2023	10/16/2023	118.50	118.50	Open	N

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
46500	EBEL'S ACE HARDWARE #8313	09/07/2023	10/16/2023	32.38	32.38	Open	N
46607	EBEL'S ACE HARDWARE #8313	09/20/2023	10/16/2023	7.88	7.88	Open	N
46611	EBEL'S ACE HARDWARE #8313	09/22/2023	10/16/2023	1.31	1.31	Open	N
46634	EBEL'S ACE HARDWARE #8313	09/28/2023	10/16/2023	46.00	46.00	Open	N
46671	EBEL'S ACE HARDWARE #8313	10/03/2023	10/16/2023	17.08	17.08	Open	N
46621	ENERGIZE SPORTZ	09/23/2023	10/16/2023	12,104.60	12,104.60	Open	N
46717	ENERGIZE SPORTZ	10/06/2023	10/16/2023	2,657.90	2,657.90	Open	N
46602	EXTRACTOR CORP.	09/06/2023	10/16/2023	1,499.00	1,499.00	Open	N
46583	FAST SIGNS	09/19/2023	10/16/2023	200.00	200.00	Open	N
46610	FED EX	09/26/2023	10/16/2023	11.85	11.85	Open	N
46616	FERGUSON FACILITY #3400	09/26/2023	10/16/2023	179.23	179.23	Open	N
46617	FERGUSON FACILITY #3400	09/26/2023	10/16/2023	450.78	450.78	Open	N
46619	FERGUSON FACILITY #3400	09/22/2023	10/16/2023	50.32	50.32	Open	N
46673	FLAGG CREEK WATER RECLAMATION	09/27/2023	10/16/2023	55.34	55.34	Open	N
46674	FLAGG CREEK WATER RECLAMATION	09/27/2023	10/16/2023	15.93	15.93	Open	N
46675	FLAGG CREEK WATER RECLAMATION	09/27/2023	10/16/2023	68.97	68.97	Open	N
46676	FLAGG CREEK WATER RECLAMATION	09/27/2023	10/16/2023	44.28	44.28	Open	N
46677	FLAGG CREEK WATER RECLAMATION	09/27/2023	10/16/2023	2,551.26	2,551.26	Open	N
46658	FLUID RUNNING LLC	10/04/2023	10/16/2023	1,705.75	1,705.75	Open	N
46600	GEOCON PROFESSIONAL SERVICES, LLC	09/14/2023	10/16/2023	553.00	553.00	Open	N
46587	HAGG PRESS	09/19/2023	10/16/2023	480.00	480.00	Open	N
46594	HAGG PRESS	09/20/2023	10/16/2023	125.00	125.00	Open	N
46570	HINSDALE NURSERIES INC	09/13/2023	10/16/2023	632.96	632.96	Open	N
46648	HINSDALE NURSERIES INC	09/28/2023	10/16/2023	39.75	39.75	Open	N
46635	HOME DEPOT CREDIT SERVICES	08/29/2023	10/16/2023	147.25	147.25	Open	N
46636	HOME DEPOT CREDIT SERVICES	08/30/2023	10/16/2023	37.83	37.83	Open	N
46637	HOME DEPOT CREDIT SERVICES	09/05/2023	10/16/2023	123.28	123.28	Open	N
46638	HOME DEPOT CREDIT SERVICES	09/06/2023	10/16/2023	67.38	67.38	Open	N
46639	HOME DEPOT CREDIT SERVICES	09/07/2023	10/16/2023	23.85	23.85	Open	N
46640	HOME DEPOT CREDIT SERVICES	09/08/2023	10/16/2023	8.15	8.15	Open	N
46641	HOME DEPOT CREDIT SERVICES	09/14/2023	10/16/2023	64.08	64.08	Open	N
46642	HOME DEPOT CREDIT SERVICES	09/19/2023	10/16/2023	12.11	12.11	Open	N
46643	HOME DEPOT CREDIT SERVICES	09/21/2023	10/16/2023	87.34	87.34	Open	N
46644	HOME DEPOT CREDIT SERVICES	09/27/2023	10/16/2023	77.95	77.95	Open	N
46645	HOME DEPOT CREDIT SERVICES	09/29/2023	10/16/2023	97.76	97.76	Open	N
46572	ILLINOIS STATE POLICE	08/31/2023	10/16/2023	120.00	120.00	Open	N
46666	INSIGHT DIRECT USA INC	09/22/2023	10/16/2023	6,988.04	6,988.04	Open	N
46576	JOHNSON CONTROLS SECURITY SOLUTION	09/09/2023	10/16/2023	228.98	228.98	Open	N
46577	JOHNSON CONTROLS SECURITY SOLUTION	09/09/2023	10/16/2023	228.98	228.98	Open	N
46659	KATHY MASKA	10/03/2023	10/16/2023	100.00	100.00	Open	N
46588	KLUBER ARCHITECTS & ENGINEERS	08/31/2023	10/16/2023	1,960.00	1,960.00	Open	N
46651	KONICA MINOLTA BUSINESS	09/30/2023	10/16/2023	15.41	15.41	Open	N
46652	KONICA MINOLTA BUSINESS	09/30/2023	10/16/2023	569.96	569.96	Open	N
46573	KONICA MINOLTA PREMIER FINANCE	08/31/2023	10/16/2023	739.00	739.00	Open	N
46647	LAVIN COMPANIES	10/01/2023	10/16/2023	2,485.00	2,485.00	Open	N
46654	LENNO LASN	09/30/2023	10/16/2023	835.00	835.00	Open	N
46569	MARKET ACCESS CORP.	09/13/2023	10/16/2023	1,345.00	1,345.00	Open	N

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
46668	MASTERBLEND INTERNATIONAL LLC	09/28/2023	10/16/2023	405.00	405.00	Open	N
46565	MCHENRY SAVINGS BANK	09/15/2023	10/16/2023	308,029.56	308,029.56	Open	N
46661	MEDIA NUT	09/10/2023	10/16/2023	191.25	191.25	Open	N
46662	MEDIA NUT	09/24/2023	10/16/2023	212.50	212.50	Open	N
46663	MEDIA NUT	09/24/2023	10/16/2023	212.50	212.50	Open	N
46664	MEDIA NUT	10/01/2023	10/16/2023	170.00	170.00	Open	N
46633	MENARDS	09/27/2023	10/16/2023	192.31	192.31	Open	N
46612	NEXT GENERATION	09/26/2023	10/16/2023	195.00	195.00	Open	N
46615	NEXT GENERATION	09/27/2023	10/16/2023	432.75	432.75	Open	N
46584	NICOR GAS	09/08/2023	10/16/2023	620.48	620.48	Open	N
46585	NICOR GAS	09/08/2023	10/16/2023	244.32	244.32	Open	N
46596	NRG BUSINESS MARKETING LLC	09/14/2023	10/16/2023	1,578.40	1,578.40	Open	N
46597	NRG BUSINESS MARKETING LLC	09/14/2023	10/16/2023	30.47	30.47	Open	N
46578	OZINGA READY MIX CONCRETE INC	09/01/2023	10/16/2023	445.25	445.25	Open	N
46582	PERM-A-SEAL SPORTS SURFACES LLC	09/13/2023	10/16/2023	15,670.00	15,670.00	Open	N
46680	PERM-A-SEAL SPORTS SURFACES LLC	10/04/2023	10/16/2023	8,810.00	8,810.00	Open	N
46631	PFEIFFER'S PEST CONTROL	09/29/2023	10/16/2023	350.00	350.00	Open	N
46632	PFEIFFER'S PEST CONTROL	09/29/2023	10/16/2023	150.00	150.00	Open	N
46564	QUADIENT FINANCE USA	09/18/2023	10/16/2023	200.00	200.00	Open	N
46646	QUENCH USA, INC	10/01/2023	10/16/2023	8.58	8.58	Open	N
46656	R.A. MAINTENANCE AND CLEANING LLC	09/13/2023	10/16/2023	1,600.00	1,600.00	Open	N
46623	ROBBINS SCHWARTZ	09/21/2023	10/16/2023	396.00	396.00	Open	N
46624	ROBBINS SCHWARTZ	09/21/2023	10/16/2023	198.00	198.00	Open	N
46625	ROBBINS SCHWARTZ	09/21/2023	10/16/2023	748.00	748.00	Open	N
46620	RUSSO POWER EQUIPMENT	09/26/2023	10/16/2023	258.67	258.67	Open	N
46670	SECURITAS TECHNOLOGY CORPORATION	09/26/2023	10/16/2023	387.50	387.50	Open	N
46590	SERVICE SANITATION, INC.	09/15/2023	10/16/2023	489.25	489.25	Open	N
46591	SERVICE SANITATION, INC.	09/15/2023	10/16/2023	139.05	139.05	Open	N
46592	SERVICE SANITATION, INC.	09/15/2023	10/16/2023	334.75	334.75	Open	N
46571	SMART INDUSTRY PRODUCTS	09/14/2023	10/16/2023	990.00	990.00	Open	N
46574	SPEAR CORPORATION	08/28/2023	10/16/2023	3,569.00	3,569.00	Open	N
46575	SPEAR CORPORATION	08/31/2023	10/16/2023	10,835.13	10,835.13	Open	N
46667	STERLING NETWORK INTEGRATION	10/02/2023	10/16/2023	1,360.65	1,360.65	Open	N
46580	SUBURBAN DOOR CHECK & LOCK	05/09/2023	10/16/2023	70.00	70.00	Open	N
46586	TAMELING INDUSTRIES INC.	09/14/2023	10/16/2023	336.00	336.00	Open	N
46609	TAMELING INDUSTRIES INC.	09/21/2023	10/16/2023	508.00	508.00	Open	N
46630	TAMELING INDUSTRIES INC.	09/28/2023	10/16/2023	758.00	758.00	Open	N
46601	TOTAL FIRE & SAFETY, INC.	09/14/2023	10/16/2023	480.00	480.00	Open	N
46665	TOWERSTREAM CORPORATION	10/01/2023	10/16/2023	215.00	215.00	Open	N
46598	TRUGREEN	09/15/2023	10/16/2023	3,466.57	3,466.57	Open	N
46599	TRUGREEN	09/15/2023	10/16/2023	3,377.11	3,377.11	Open	N
46568	UMB BANK N.A.	08/31/2023	10/16/2023	932,106.26	932,106.26	Open	N
46595	V3 COMPANIES LTD	09/06/2023	10/16/2023	1,755.00	1,755.00	Open	N
46581	VC3, INC	09/12/2023	10/16/2023	999.00	999.00	Open	N
46605	VICTORY BADMINTON INC	09/06/2023	10/16/2023	3,696.00	3,696.00	Open	N
46649	VILLA PARK ELECTRICAL SUPPLY	09/29/2023	10/16/2023	106.68	106.68	Open	N
46650	VILLA PARK ELECTRICAL SUPPLY	09/29/2023	10/16/2023	515.18	515.18	Open	N

10/09/2023 12:08 PM
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INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT
EXP CHECK RUN DATES 10/16/2023 - 10/16/2023
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

Page: 4/4

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
46660	VILLAGE OF OAK BROOK	09/26/2023	10/16/2023	1,053.32	1,053.32	Open	N
46608	ZOLL MEDICAL CORPORATION	09/19/2023	10/16/2023	7,031.18	7,031.18	Open	N
# of Invoices: 143		# Due: 143	Totals:	1,541,354.97	1,541,354.97		
# of Credit Memos: 0		# Due: 0	Totals:	0.00	0.00		
Net of Invoices and Credit Memos:				1,541,354.97	1,541,354.97		

* 2 Net Invoices have Credits Totalling: (1,619.85)

--- TOTALS BY FUND ---

01 - GENERAL CORPORATE FUND	62,576.66	62,576.66
02 - RECREATION FUND	171,902.79	171,902.79
06 - DEBT SERVICE FUND	1,240,135.82	1,240,135.82
07 - RECREATIONAL FACILITIES FUND	16,606.43	16,606.43
09 - SPECIAL RECREATION FUND	20,195.43	20,195.43
12 - CAPITAL PROJECTS FUND	29,937.84	29,937.84

--- TOTALS BY DEPT/ACTIVITY ---

01 - ADMINISTRATION CORPORATE	29,390.78	29,390.78
02 - FINANCE	376.34	376.34
04 - CENTRAL PARK NORTH	4,274.44	4,274.44
05 - CENTRAL PARK	18,197.43	18,197.43
06 - SADDLEBROOK PARK	1,037.55	1,037.55
07 - FOREST GLEN PARK	3,782.13	3,782.13
08 - CHILLEM PARK	2,812.78	2,812.78
09 - DEAN PROPERTY	483.28	483.28
10 - PROFESSIONAL SERVICES	3,104.00	3,104.00
14 - INFORMATION TECHNOLOGY	9,539.28	9,539.28
15 - BUILDING/RECREATION CENTER	10,239.23	10,239.23
20 - CENTRAL PARK WEST	4,110.61	4,110.61
21 - FITNESS CENTER	4,931.96	4,931.96
25 - AQUATIC CENTER	26,253.29	26,253.29
26 - AQUATIC-RECREATION PROGRAMS	2,083.39	2,083.39
30 - CHILDRENS PROGRAMS	18,523.99	18,523.99
31 - PRESCHOOL PROGRAMS	567.35	567.35
32 - YOUTH PROGRAMS	27.48	27.48
40 - ADULT PROGRAMS	2,096.83	2,096.83
50 - PIONEER PROGRAMS	2,239.45	2,239.45
60 - SPECIAL EVENTS & TRIPS	6,975.31	6,975.31
71 - BUILDING/RACQUET CLUB	11,654.75	11,654.75
75 - TENNIS PROGRAMS	3,424.02	3,424.02
80 - MARKETING	2,354.87	2,354.87
81 - CAPITAL OUTLAY	102,800.77	102,800.77
94 - DEBT SERVICE FUND	1,240,135.82	1,240,135.82
95 - CAPITAL PROJECTS FUND	29,937.84	29,937.84

WARRANT #677 PAID

09/08/2023 04:42 PM

Page: 1/1

User: NLAWLER

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BANK CODE: POOL CHECK DATE: 09/08/2023 INVOICE PAY DATE FROM 08/21/2023 TO 08/21/2023

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
09/08/2023	POOL	57098	3828	ENERGATIV SOLUTIONS LLC	3,025.00	0.00	3,025.00	1

Num Checks: 1

Num Stubs: 0

Num Invoices: 1

Total Amount: 3,025.00

WARRANT #677

10/09/2023 11:58 AM

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INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT

Page: 1/1

EXP CHECK RUN DATES 09/21/2023 - 09/21/2023

BOTH JOURNALIZED AND UNJOURNALIZED

PAID

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
46561	ACCRUE SOLUTIONS LLC	09/12/2023	09/21/2023	63.20	0.00	Paid	Y
46563	BHUVAN CHAWLA	09/18/2023	09/21/2023	156.00	0.00	Paid	Y
46558	CLIK ENTERTAINMENT LLC	08/24/2023	09/21/2023	985.00	0.00	Paid	Y
46551	DIRECT ENERGY BUSINESS, LLC	09/05/2023	09/21/2023	19,537.27	0.00	Paid	Y
46557	FITNESS EQUIPMENT SERVICES	08/24/2023	09/21/2023	640.00	0.00	Paid	Y
46560	GATEWAY SRA	06/13/2023	09/21/2023	19,712.70	0.00	Paid	Y
46562	MEETA PATEL	09/18/2023	09/21/2023	150.00	0.00	Paid	Y
46566	NEXT GENERATION	06/21/2023	09/21/2023	686.60	0.00	Paid	Y
46559	ROBERTA LIGHT	09/11/2023	09/21/2023	81.00	0.00	Paid	Y
46552	VILLAGE OF OAK BROOK	09/08/2023	09/21/2023	6,899.08	0.00	Paid	Y
46553	VILLAGE OF OAK BROOK	09/08/2023	09/21/2023	120.52	0.00	Paid	Y
46554	VILLAGE OF OAK BROOK	09/08/2023	09/21/2023	194.20	0.00	Paid	Y
46555	VILLAGE OF OAK BROOK	09/08/2023	09/21/2023	157.36	0.00	Paid	Y
46556	VILLAGE OF OAK BROOK	09/08/2023	09/21/2023	10.00	0.00	Paid	Y
46579	ZAZZO'S PIZZA	09/01/2023	09/21/2023	1,242.15	0.00	Paid	Y

of Invoices: 15 # Due: 0

Totals: 50,635.08

0.00

of Credit Memos: 0 # Due: 0

Totals: 0.00

0.00

Net of Invoices and Credit Memos:

50,635.08

0.00

--- TOTALS BY FUND ---

01 - GENERAL CORPORATE FUND	6,618.51	0.00
02 - RECREATION FUND	17,510.15	0.00
07 - RECREATIONAL FACILITIES FUND	6,793.72	0.00
09 - SPECIAL RECREATION FUND	19,712.70	0.00

--- TOTALS BY DEPT/ACTIVITY ---

01 - ADMINISTRATION CORPORATE	23,741.11	0.00
02 - FINANCE	11.85	0.00
05 - CENTRAL PARK	745.32	0.00
07 - FOREST GLEN PARK	458.12	0.00
14 - INFORMATION TECHNOLOGY	3.95	0.00
15 - BUILDING/RECREATION CENTER	4,531.04	0.00
20 - CENTRAL PARK WEST	860.33	0.00
21 - FITNESS CENTER	4,253.77	0.00
25 - AQUATIC CENTER	7,572.17	0.00
26 - AQUATIC-RECREATION PROGRAMS	686.60	0.00
60 - SPECIAL EVENTS & TRIPS	985.00	0.00
71 - BUILDING/RACQUET CLUB	6,785.82	0.00

Staff Recognition

Steven Nemitz, Family Recreation Center Facility Maintenance Manager

Getting to Know Steven Nemitz FRC Maintenance Manager



Birthday: February 18

The last good book I read: Greenlights, by Matthew McConaughey

The last good movie I saw: Captain Ron

If you were an animal, what would you be? Hawk

My favorite place to vacation is: Aspen, CO **because I like** to be outdoors.

Little known fact about me: I've summited 15 mountain peaks above 14,000 feet.

Welcome to the Oak Brook Park District, Steven!

Communications and Proclamations

Board of Commissioners to Share Communications

Presentation of the Annual Comprehensive Financial Report

Reports

Communications, IT, and Administration Report

Finance & Human Resources Report

Recreation & Facilities Report

Parks & Planning Report



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.

Memo

To: Oak Brook Park District Board of Commissioners
From: Laure Kosey, Executive Director
Date: October 5, 2023
Re: September/October 2023: Communications, IT & Administration

September Board Meeting Follow Up:

Remote Attendance of Board Meetings

The State has added “unexpected childcare obligations” as another allowable reason for elected officials to attend a board meeting remotely.

October Board Meeting Discussion Points:

Tennis Center Report

- New paging speakers were installed on the tennis courts.
- Sept 15th-17th the Tennis Center hosted the Oak Brook Fall I junior tournament with 96 participants.
- Saturday, Sept 23rd the Tennis center hosted an USTA training session for Adaptive Tennis.

Change Orders

Due to grants being involved with the construction of the Concession Building and the Central Park Phase II Project, we wanted to adjust the completion date to November 15, 2023. These Change Orders do not impact any project financially.

IT Report:

We are currently getting quotes to run fiber from the server room in the Family Recreation Center to the new concession building. This will be used for access control, security cameras, Wi-Fi access points, and phones at this new location. The fiber will run through existing pipes and new pipe recently installed for the .5-mile run.

New technology is being planned for the Winter Lights at Central Park. A few items will be interactive with buttons installed for people to push to change the lights along the path.

Corporate and Community Relations:

Sponsorships	\$ 1,100.00
Advertising	\$ 1,112.50
Vendors	\$ 1,900.00
In-Kind Donations	\$ 1,699.00
Oak Brook Park District Foundation	\$ 170.90
Total for September:	\$ 5,982.40

Marketing & Communications Report:

Facebook Analytics

Followers: 4,917 (up 36)
Posts: 19
Post Reach
(organic and paid): 20,003
Post Engagement: 580
(Total from last 90 days vs
90 days prior)

Instagram Analytics

Total Followers: 2,022 (up 22)
Posts: 17
Top Post Reach: 338
Accounts Engaged: 71

Twitter Analytics

Total Followers: 1,124 (down 2)
Posts: 9
Top Post Impressions: 132

Oak Brook Park District
Published by Haley Tess · September 8 at 10:50 AM · 🌐

Register for a timeslot online! <https://www.obparks.org/.../halloween-trick-or-treat-trail>



See insights and ads

Boost post

9 likes · 7 shares

Like Comment Share

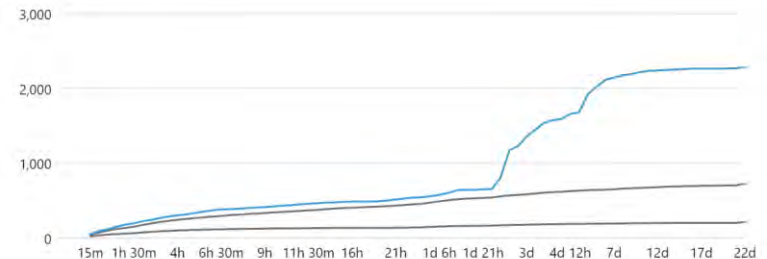
Write a comment...

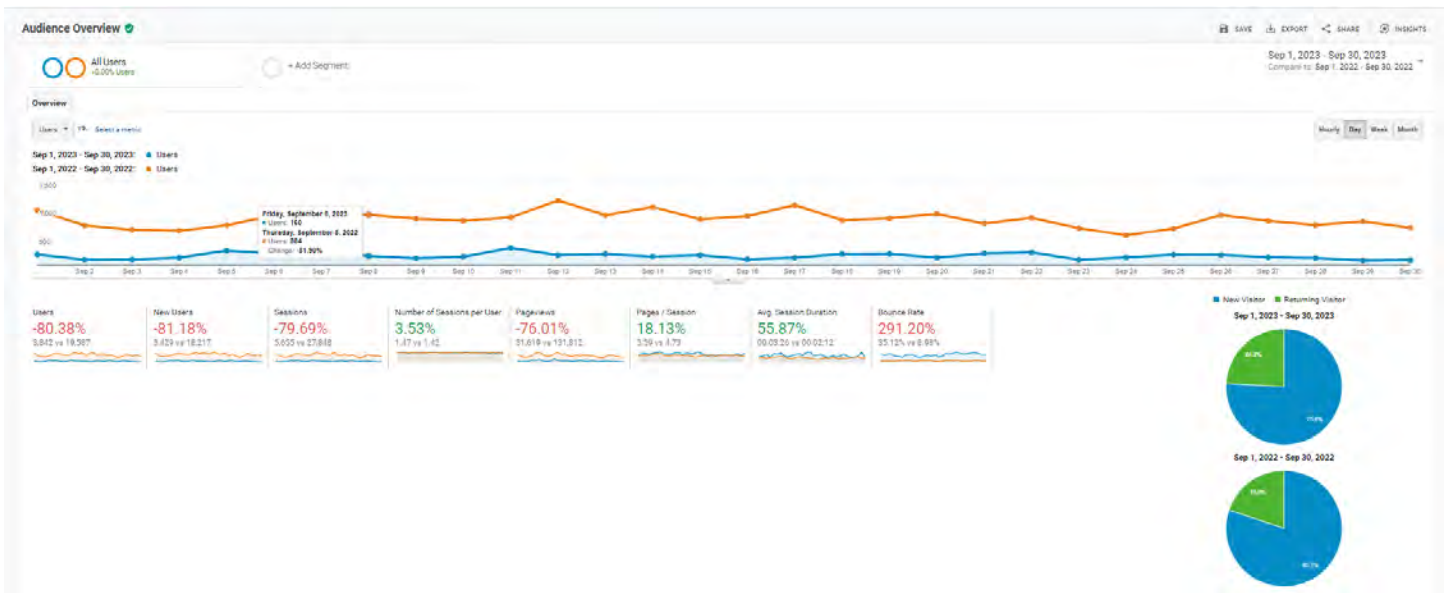
How is my post performing?

Facebook post reach ⓘ

2,282

Higher than typical
Typically 326-694





September 2023 Top pages*

1. /Obparks.org
2. Special Events/Autumn Fest
3. Facilities/Family Aquatic Center
4. Programs/Youth Basketball
5. Facilities/Central Park West
6. Facilities/Family Recreation Center
7. /Program Guides
8. /Membership Opportunities
9. Programs/Pickleball
10. /Special Events

September 2023 Top Products*

1. Halloween TOTT 2:45pm
2. Get Better League Winter 2024 2nd Grade Boys
3. Get Better League Winter 2024 3rd Grade Boys
4. Halloween TOTT 2:15pm time slot
5. Pumpkin Swim 3-5 years

obparks.org Acquisition Value*

Referral Percentage Values Sept. 2023 Sept. 2022

Direct:	41.7%	46.6%
Organic Search:	47.8%	44.4%
Social:	5.5%	4.6%
Referrals:	4.1%	3.9%

obparks.org Ecommerce Overview – September 2023*

	Sept 2022	Sept 2023
Total Revenue	\$101,098	\$90,753
Transactions:	859	771

	2022	2023
Year to date total	\$1,240,454	\$1,368,128
Transactions:	10,047	9,106

OBJECTIVES AND KEY RESULTS

April 30, 2023 - April 30, 2024

MONTHLY UPDATE October 17, 2023

Accomplish 4 of 4 OKR's: April 30, 2023 – April 30, 2024

"Accomplish" means 3 of 4 subgoals under each main objective, are completed.

1. ACHIEVE CUSTOMER ACQUISITION AND RETENTION RATES

COMPLETE? ☐

- A FRC to increase membership revenue by 19% compared to April 30 of previous year to date. ☐
- B TC to increase membership revenue by 2% compared to April 30 of previous year to date. ☐
- C Increase Corporate membership revenue by 2% compared to April 30 of previous year to date. ☐
- D Monthly goal for 90%+ customer retention rate. ☐

Objective 1, Figure A: FRC Membership Revenue



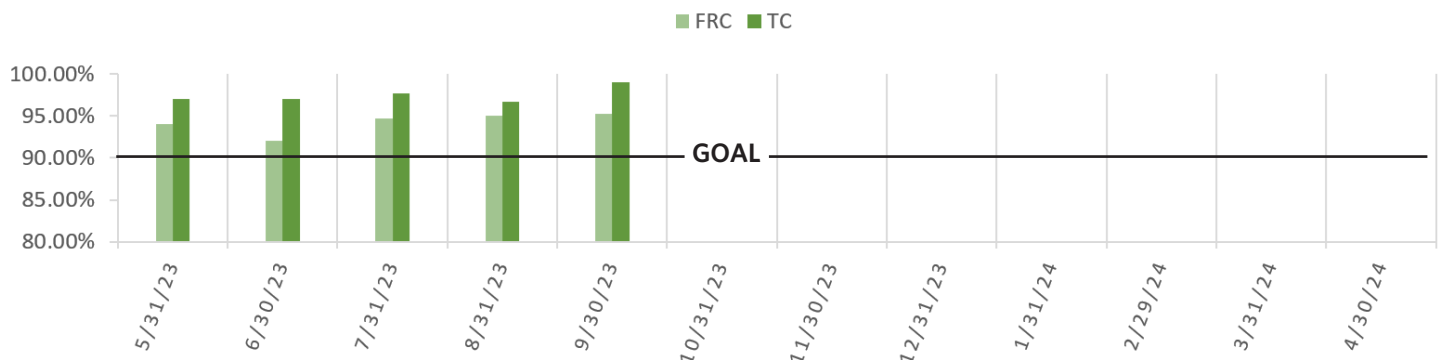
Objective 1, Figure B: TC Membership Revenue



Objective 1, Figure C: Corporate Membership Revenue



Objective 1, Figure D: Membership Retention



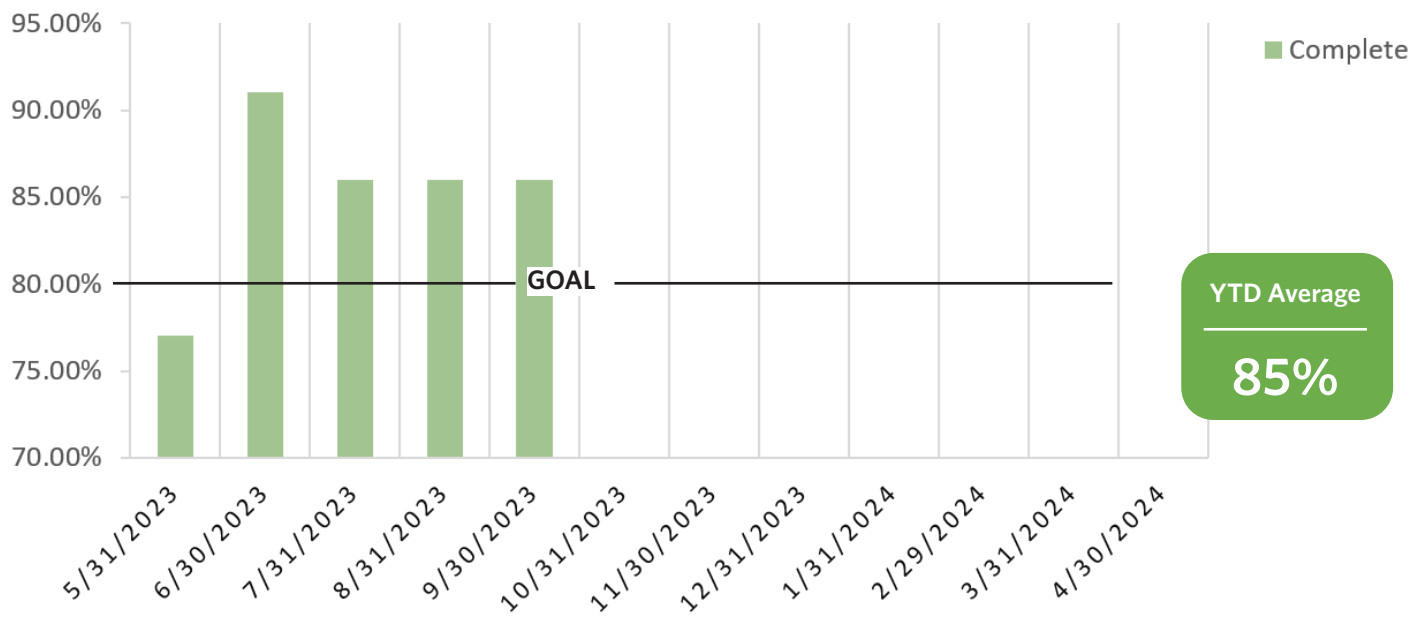
OBJECTIVES AND KEY RESULTS

2. ACHIEVE INTERNAL AND EXTERNAL CUSTOMER RESPONSE RATES

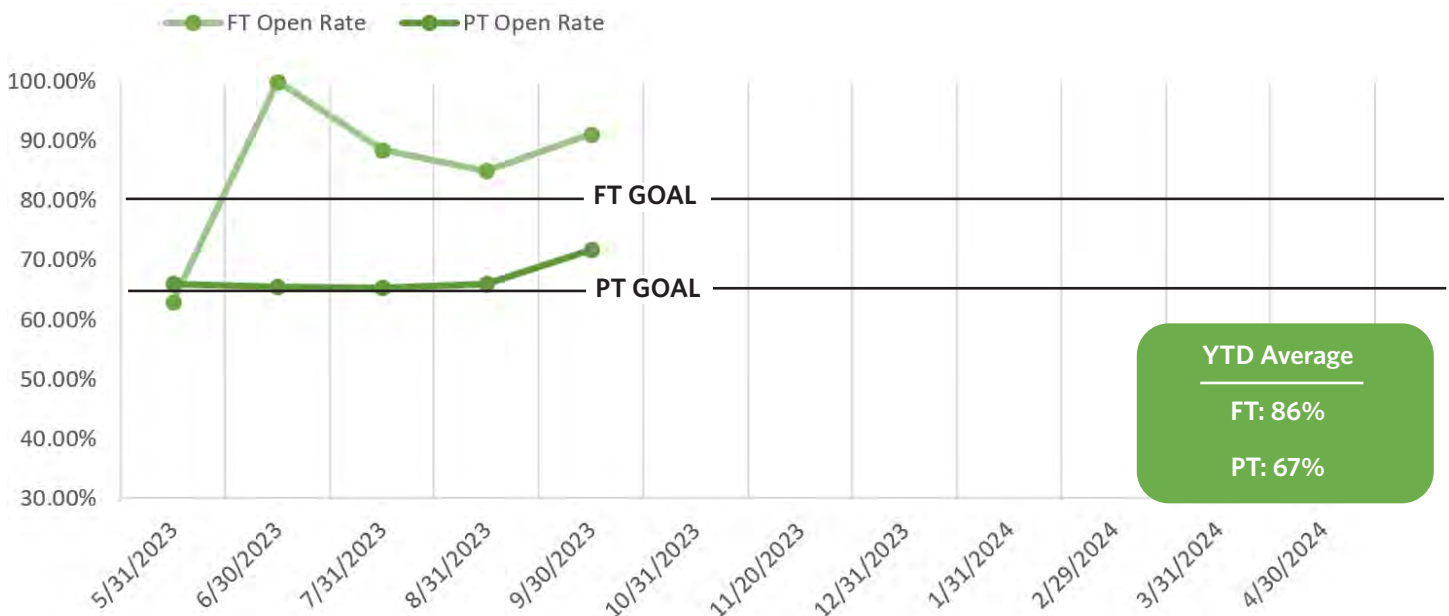
COMPLETE? ☐

- A Have 80% of completed work orders on a monthly basis. ☐
- B Implement HR onboarding software by December 31, 2023. ☐
- C Measure open rates on a monthly basis of FT/PT employee communication.
FT = 80% PT = 65%. ☐
- D Employee Engagement Task Force to meet after staff survey. ☐

Objective 2, Figure A: Completed Work Orders



Objective 2, Figure C: Internal Communication Open Rate



OBJECTIVES AND KEY RESULTS

3. ACHIEVE PROGRAM ENROLLMENT AND FACILITY USAGE GOALS

COMPLETE? ☐

- A Increase District program revenue by 3% compared to April 30 of previous year. ☐
- B Increase Tennis program revenue by 1% compared to April 30 of previous year to date. ☐
- C Implement three inclusive programs. ☐
 1. Sensory Sensitivity Hours at the Family Aquatic Center
 2. _____
 3. _____
- D Compare with previous year data of FRC facility counter starting in November, 2023 and TC counts starting in May, 2023. ☐

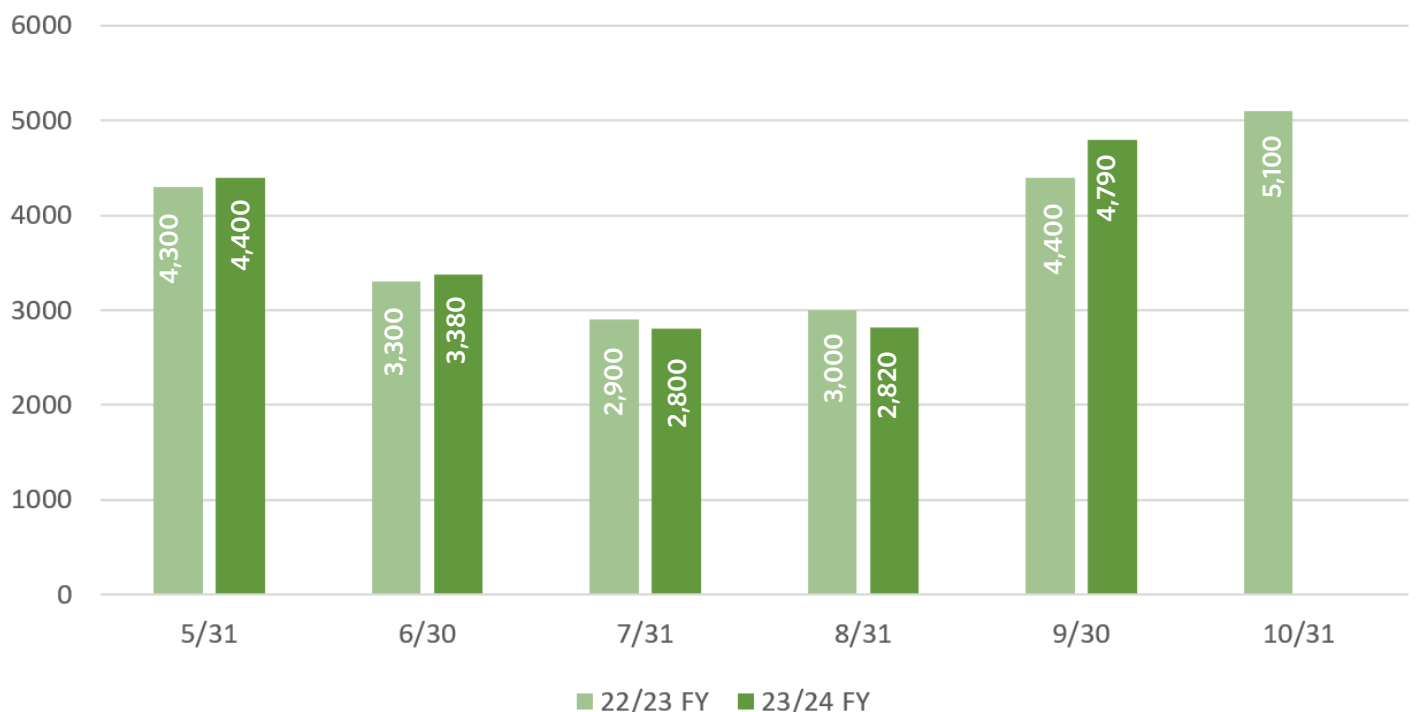
Objective 3, Figure A: Park District Program Revenue



Objective 3, Figure B: Tennis Center Program Revenue



Objective 3, Figure D.1: Tennis Center Member Usage



OBJECTIVES AND KEY RESULTS

Objective 3, Figure D.2: Family Recreation Center Visits

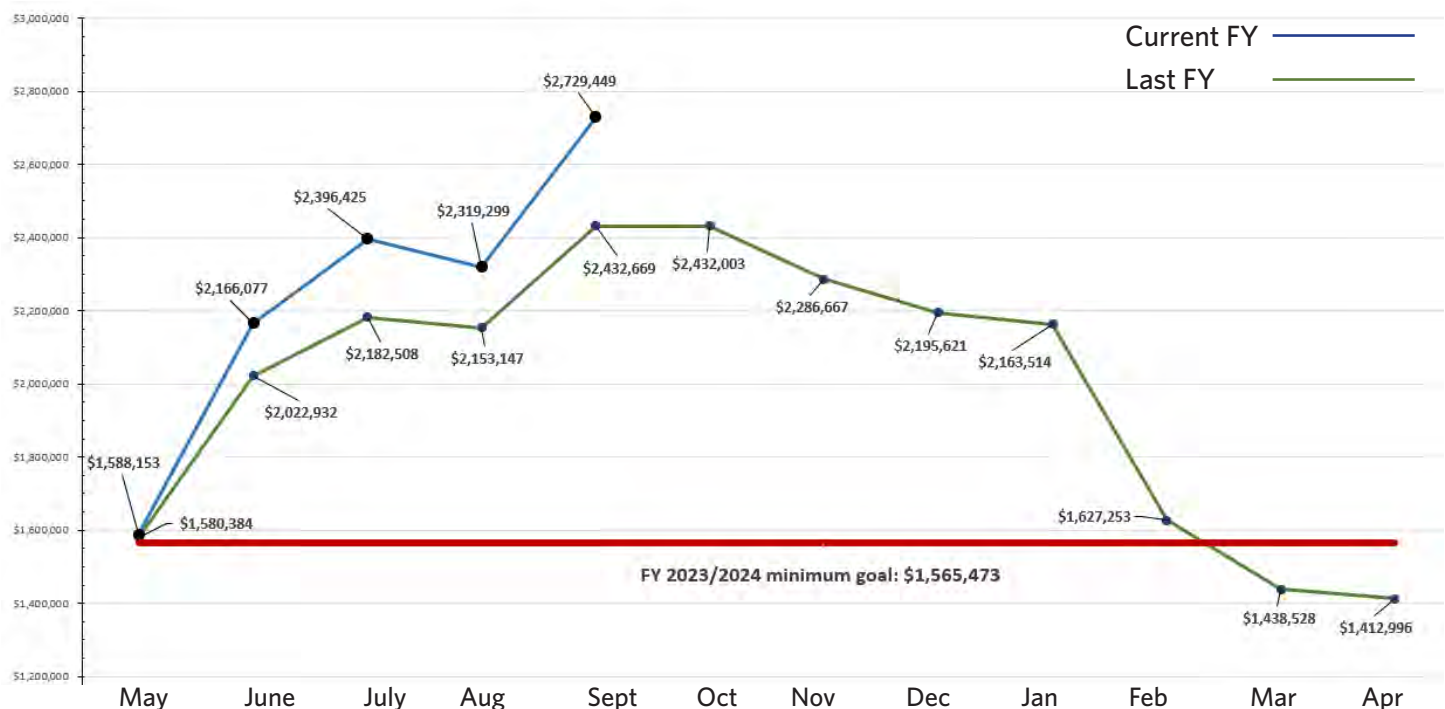


4. FUND BALANCES AS OF APRIL 30, 2024

COMPLETE? ☐

- A 5 months for General Fund. ☐
- B 5 months for the Recreation Fund. ☐
- C 7 months for the Tennis Center Fund. ☐
- D Find 3 alternative funding sources. i.e., Grants or donations. ☐
 1. Evergreen Bank Group Synthetic Turf Field Naming Rights
 2. _____
 3. _____

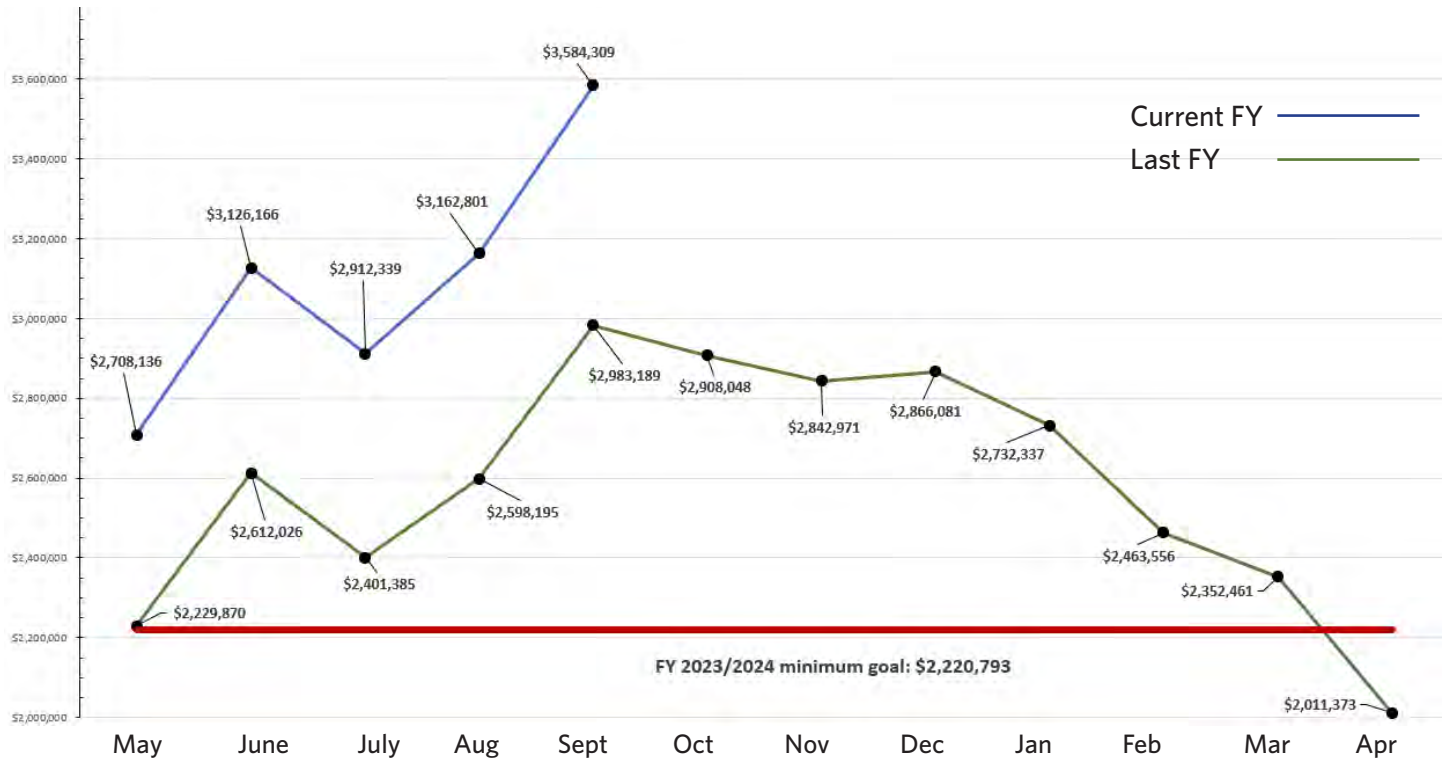
Objective 4, Figure A: General Fund



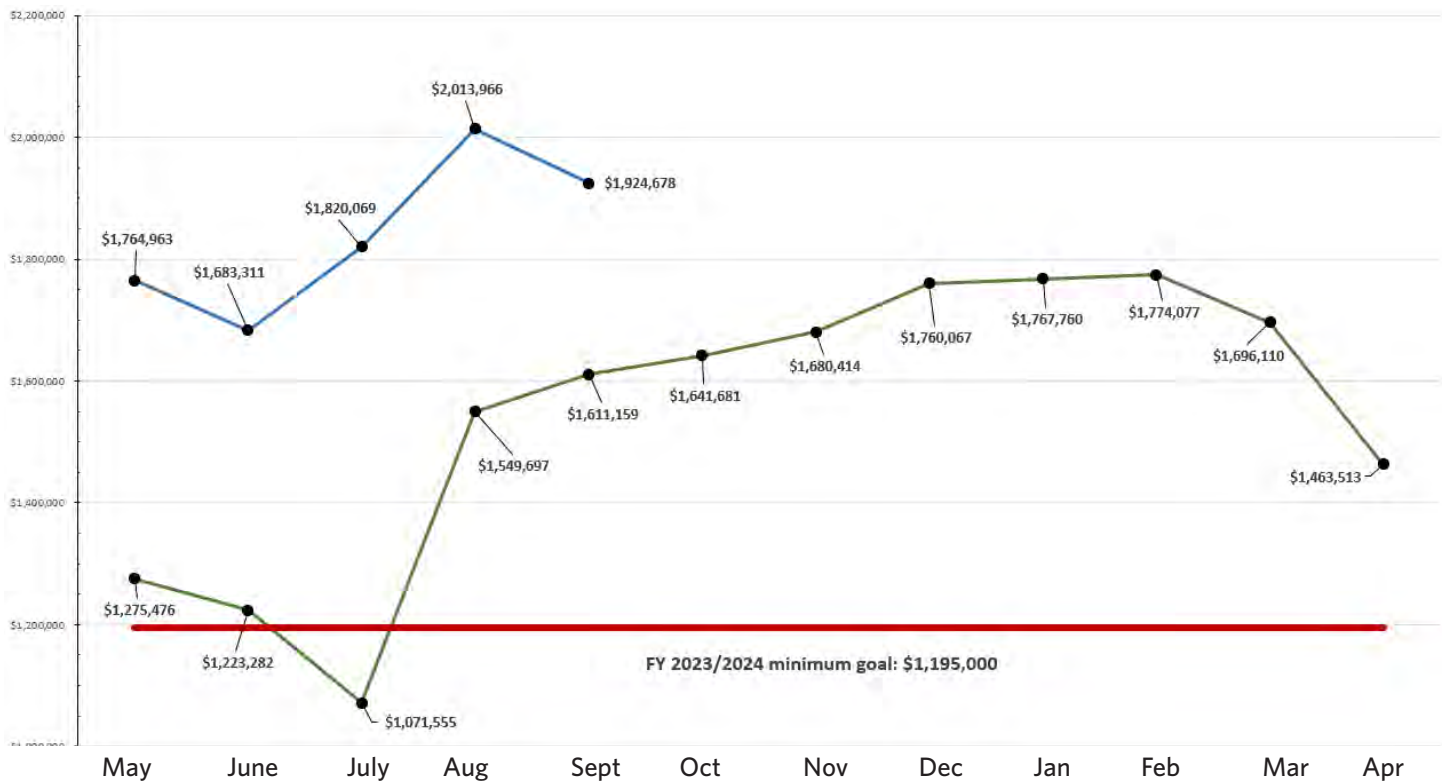


OBJECTIVES AND KEY RESULTS

Objective 4, Figure B: Recreation Fund



Objective 4, Figure C: Tennis Fund





May 1, 2023 - April 30,2024

Employee Status	Accomplish 4 of 4 OKR's
Part-Time<400 Hours Annually	No Bonus PTO hours
Part-Time 400-999 Hours Annually	Cash payout of 8 PTO hours
Part-Time 1000-1,500 Hours Annually	Cash payout of 16 PTO hours
*CPI & Full-Time 1,501 and Greater Hours Annually	Credit of 24 bonus PTO hours. Hours do not roll forward into the subsequent fiscal year.

*CPI employees and full-time employees with 20 or more years of service, can elect to receive a pay-out of any bonus PTO hours awarded to them. Each hour is paid out at \$20.00 an hour.



Memo

To: Board of Commissioners and Executive Director, Laure Kosey
From: Marco Salinas, Chief Financial Officer
Date: October 6, 2023
Re: September 2023 Financials

General Fund

We have completed five months of our current fiscal year (2023/2024). Year-to-date (YTD) revenues, expenditures, and transfers-out for this fund equals \$2,527,704, \$1,211,251 and \$0, respectively. This is resulting in a YTD net surplus of \$1,316,453; which is a \$270,309 increase from the \$1,046,144 YTD net surplus experienced in the prior fiscal year. Following is additional commentary:

- **Revenues-** Total YTD revenues are currently ahead of budgeted expectations at 69% of the annual budget, and have increased \$361,275 when compared to the prior year. We have now collected the majority of the expected property tax revenues (98%), and investment income has far exceeded our expectations and are currently at 299% of the annual budget. Revenues in our Central Park North department are lower than prior year due to the ongoing construction activity, which has reduced our field rental activity. Other (miscellaneous) revenue is unfavorable to budget and lower than prior year due to the fact that we are no longer participating in the electrical demand response program that was previously providing us with monthly payments. Driving the increased revenues in our Building-Recreation Center department are increased non-resident daily fees and the quarterly overhead revenue that is charged to our Recreation fund.
- **Expenditures-** Total YTD expenditures are currently within budgeted expectations at 39% of the annual budget, and have increased \$90,966 when compared to the prior year. Expenditures in the Administration and Finance departments are lower than prior year due to the extended vacancy in the part-time Administrative Services Assistant position and the new process of recording various information technology expenditures, to the newly created I.T. department. The increased expenditures in our Building-Recreation Center department are primarily due to increased part-time custodial and front desk personnel costs, and increased electrical utility costs. Costs in our Central Park North are currently unfavorable to budget due to the increased purchase of topsoil and grass seed to restore and repair sections of lawn. Increased costs in our Central Park department are partially due to the timing of the mowing service billings (more billings processed this year than last year), and the installation of a replacement pump (\$8,200 cost) for use in our field irrigation system.

Recreation Fund

YTD revenues, expenditures, and transfers out for this fund equal \$3,112,906, \$1,539,970, and \$0, respectively. This is resulting in a YTD net surplus of \$1,572,936; which is a \$147,118 increase over the \$1,425,818 net surplus experienced in the prior fiscal year. Following is additional commentary:

- **Revenues-** Total YTD revenues are currently ahead of budgeted expectations at 64% of the annual budget, and have increased \$392,513 when compared to the prior year. All departments are either on target or

favorable to our current budget. Membership revenues have increased \$107K when compared to the prior year, and includes \$20K in revenues for the Silver Sneakers and Renew Active programs. Children's aquatics programming revenues have increased \$27,435 and continued strong demand for youth basketball programming has resulted in a \$74,269 increase in such revenues. Adult pickleball programming revenues have also increased from \$19K to \$44K. Banner advertising and sponsorship revenues have also increased from \$7,950 to \$16,558.

- **Expenditures-** Total YTD expenditures are currently favorable to budgeted expectations at 30% of the annual budget, and have increased \$245,395 when compared to the prior year. The increased expenditures in our Administration department are primarily due to increased full-time wages, and the new I.T. overhead allocation. This I.T. allocation will be recorded quarterly and the 1st quarter allocation totaled \$21,367. The increased expenditures in our Aquatic Center department are due to increased part-time staff wages (\$202K -vs- \$171K) due to increased payroll hours this year. In our Special Events department, we incurred increased costs for Pink 5K supplies and services (i.e., T-shirts, snacks, timing services), that were offset by increased revenues. Our fitness center is experiencing increased electrical and water supply charges and personnel costs.

Recreational Facilities Fund (Tennis Center)

YTD revenues and expenses in this fund are currently at \$1,220,060 and \$713,540, respectively. This is resulting in a YTD net surplus of \$506,520; which is a \$70,690 increase over prior year's surplus of \$435,830. Following is additional commentary:

- **Revenues-** Total YTD revenues are currently ahead of budgeted expectations at 59% of the annual budget, and have increased \$137,603 when compared to the prior year. In the Administration department, interest income has increased from \$3,314 in the prior year to \$20,367 in the current year. Similar to our aquatics and fitness departments, the tennis center is experiencing increased membership activity and the related revenues have increased from approximately \$103K in the prior year, to \$132K in the current year. In total, adult group lesson and group lesson camp revenues have increased \$54,889 over the prior year.
 - **Expenses-** Total YTD expenses are currently favorable to budgeted expectations at 29% of the annual budget, and have increased \$66,913 when compared to the prior year. The increased expenses in the Administration department are partially due to the, new for this year, allocation of approximately 10% of finance personnel wage and health benefit costs. In the programs department, part-time wages have increased approximately \$29K due to increased programming hours.
-

Memo

To: Oak Brook Park District Board of Commissioners
From: Katie Basile, Director of Recreation and Facilities
Date: October 5, 2023
Re: Recreation & Facilities Report

Recreation

- Special Events
 - Autumn Fest was held on Saturday, September 23rd. An estimated 1000+ people attended. Participants enjoyed activities including the face painters, balloon artists, carnival games, bounce houses. The entertainment highlight was the School of Rock Performance.
- Youth
 - This season, Preschool has started with a strong level of enrollment with 88 students. Dolphin Station has 12 students enrolled from Brook Forest School.
 - Preschool Enrichment classes started in September including Messy Masterpieces, Lunchtime Tales, Pee Wee Sports, Hola Spanish, and STEAM with 65 students enrolled.
- Athletics
 - The Wizard Windy City Fall Cup (tournament) took place on September 16th-17th. The Park District hosted over 100 youth soccer games on our campus throughout the weekend.
 - The Get Better Basketball League starts mid-October. Currently, there are 550+ participants enrolled across 9 leagues.
 - Several athletic programs started this month, including the following:
 - The adult basketball league, which is sold out with 9 teams.
 - Tae Kwon Do, with 36 total students.
 - Fall fencing, which has 9 kids and 6 adult participants.
 - A new Flag Football League powered by Energize Sportz has 35 KDG & 1st graders enrolled.
 - Weekly pickleball classes (32 participants) and leagues (160 participants) are all sold out.
- Pioneers
 - Twenty- one Pioneers went on a week-long trip to the Canadian Rockies. This is the first travel club trip that has run since the pandemic.
 - A new session of Mah Jongg started with 53 people registered. The Learn to Play class started with a full roster of 8.
 - There were 15 Pioneers who attended an afternoon movie provided at the Park District this month. The Book Club – The Next Chapter was shown.

Aquatics

- Splash Island is closed for the season. We were able to run weekends through Oct 1st, taking advantage of the early fall warmth this year!
- Registration for the Masters Swim Team opened this month. The Aquatics Department is working with the Marketing team to revive and promote the program. Currently, 15 participants are enrolled.
- Pumpkin Swim is close to selling out, with 128 children currently enrolled (maximum participant level:139). Staff are working with families to ensure that all siblings can be enrolled, even if the specific age group is full.

Facilities

- With the support of the Oak Brook Police Department, the Safety Committee Team successfully administered the Active Threat Drill on September 27th.
- The Superintendent of Recreation met with the representative from ACT Services to begin the process of the District ADA Transition Plan update.
- Welcome to Steve Nemitz, who has joined the team as the full-time FRC Facility Maintenance Manager.
- Maria Medina, a prior part-time custodial team member, has accepted the full-time FRC Park District Custodian position. This full-time position had been vacant since August, after the retirement of another custodial staff member.
- Facility and aquatic maintenance projects for the month included:
 - Repair of the main water supply backflow preventer RPZ with a new relief hose.
 - The annual state FRC elevator inspection was completed and passed.
 - The FRC locker room carpet was professionally cleaned.
 - Two broken electrical breakers were replaced at Tennis center.
 - Quarterly preventive maintenance on all rooftop HVAC units throughout FRC, FAC and CPW was completed.
 - Weekly preventive maintenance is being completed on Aquatic HVAC system to minimize noise from unit.
 - Maintenance team members assisted the Parks Department with repairs to Tennis center parking lot lights.
 - All work for the annual FAC aquatic maintenance project was completed, including LED light replacement on up shining lights over the pool.

Fitness

- Two new part-time fitness professionals have been hired and added to the team. Chris Mileto, Group Fitness and Personal Trainer, and Jimisha Ottithottathil, Group Fitness Instructor, will be begin instructing classes and training within the month of October.
- Tai Chi classes started a new session in September, with 22 participants between the Wednesday and Saturday classes
- With 20+ visits in the month of September, Fred Dichristofano has been selected as the Member Challenge winner!
- Within the month of September, membership remains strong with a monthly retention rate at an average of 95%. Individual members, including the Central Park Campus and Family Recreation Center, total over 2,500.



Membership Report

Individual Member Data

	January	February	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Total
Members, Start of Month	2418	2627	2671	2679	2678	2650	2601	2684	2674				NA
Members, Month End	2241	2453	2538	2552	2497	2441	2465	2542	2550				NA
Members Cancelled/Expired	177	174	133	127	181	209	136	142	124				
Net Members	69	209	44	8	-1	-28	-49	83	-10				325
Retention Percentage	92.68%	93.38%	95.02%	95.26%	93.24%	92.11%	94.77%	94.71%	95.36%				94%

Membership Package Data

	January	February	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Total
Memberships, Start of Month	1300	1365	1421	1431	1437	1436	1391	1415	1416				NA
Memberships, Month End	1195	1285	1358	1368	1352	1327	1321	1345	1349				NA
Cancelled/Expired	105	80	63	63	85	109	70	70	67				
Net Memberships	37	65	56	10	6	-1	-45	24	1				153
Retention Percentage	91.92%	94.14%	95.57%	95.60%	94.08%	92.41%	94.97%	95.05%	95.27%				94.33%
Total Healthcare Memberships	307	378	460	496	549	592	655	687	726				NA
In-District	41%	37%	37%	37%	37%	37%	36%	36%	35%				NA
Out-of-District	59%	63%	63%	63%	63%	63%	64%	64%	65%				NA



Oak Brook Park District

Aquatic Rental/Programming Revenue Report

Aquatic Usage/Financial Report Parties and Rentals

FY	Month	May	June	July	August	September	October	November	December	January	Feb	March	April	TOTALS
22-23	Uses	28	47	55	20	14	27	22	23	29	29	32	29	355
	Parties	\$10,312	\$12,650	\$16,505	\$7,765	\$6,895	\$10,411	\$9,738	\$8,445	\$10,230	\$10,645	\$9,845	\$10,281	\$123,722
	Rentals	\$980	\$5,047	\$7,015	\$903	\$0	\$3,520	\$1,320	\$1,174	\$3,700	\$2,540	\$4,890	\$4,720	\$35,809
	TOTAL	\$11,292	\$17,697	\$23,520	\$8,668	\$6,895	\$13,931	\$11,058	\$9,619	\$13,930	\$13,185	\$14,735	\$15,001	\$159,531

23-24	Uses	26	52	45	25	26	22	0						196
	Parties	\$9,418	\$17,097	\$12,978	\$5,722	\$11,126	\$10,708	\$0						\$67,049
	Rentals	\$536	\$6,642	\$9,730	\$5,640	\$2,320	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24,868
	TOTAL	\$9,954	\$23,739	\$22,708	\$11,362	\$13,446	\$10,708	\$0	\$0	\$0	\$0	\$0	\$0	\$91,917

Swim Lesson

FY	Season	SUMMER	FALL	W/S	TOTAL
22-23	Registrations	888	899	1,489	3,276
	Private	\$38,751	\$37,077	\$54,177	\$130,005
	Group	\$47,168	\$58,794	\$90,253	\$196,215
	TOTAL	\$85,919	\$95,871	\$144,430	\$326,220

23-24	Registrations	998	481		1,479
	Private	\$36,058	\$18,174		\$54,232
	Group	\$57,232	\$42,751		\$99,983
	TOTAL	\$93,290	\$60,925	\$0	\$154,215

Swim Team

FY	Season	SUMMER	FALL	WINTER	SPRING	TOTAL
22-23	Registrations	32	60	50	57	199
	Revenue	\$8,610	\$20,942	\$13,798	\$11,718	\$55,068

23-24	Registrations	46	67			113
	Revenue	\$11,186	\$25,842			\$37,028



Oak Brook Park District Facility Statistics and Data

Facility Rentals

22/23 FY	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	Total
Gym Rentals Hours	316	253	263	483	274	485	393	372	529	396	296	319	4,379
Gym Revenue	\$17,089	\$12,969	\$14,075	\$25,157	\$14,324	\$21,145	\$21,701	\$19,871	\$27,335	\$21,701	\$15,704	\$17,445	\$228,514
Room Rentals	2	0	1	8	4	7	4	3	12	15	11	12	79
Room Revenue	\$160	\$0	\$280	\$1,855	\$420	\$910	\$700	\$780	\$240	\$590	\$1,100	\$320	\$7,355
CPW Rentals	7	10	10	10	8	7	7	1	2	10	7	9	88
CPW Revenue	\$5,524	\$5,359	\$7,443	\$7,620	\$4,113	\$2,601	\$4,380	\$330	\$1,510	\$7,045	\$3,969	\$4,565	\$54,458

23/24 FY	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	Total
Gym Rentals Hours	286	212	268	481	264								1,511
Gym Revenue	\$15,360	\$11,720	\$14,625	\$24,818	\$13,696								\$80,219
Room Rentals	12	14	11	15	22								74
Room Revenue	\$340	\$360	\$440	\$760	\$560								\$2,460
CPW Rentals	4	7	11	9	6								37
CPW Revenue	\$1,555	\$4,869	\$9,586	\$6,437	\$4,376								\$26,823

Totals	20-21	21-22	22-23
Gym Rentals Hours	4,195	4,874	4,379
Gym Revenue	\$207,521	\$261,155	\$228,514
Room Rentals	0	10	79
Room Revenue	\$0	\$700	\$7,355
CPW Rentals	20	73	88
CPW Revenue	\$12,938	\$48,226	\$54,458

[illegible][illegible]



Memo

To: Board of Commissioners
From: Bob Johnson, Director of Parks and Planning
Date: October 9, 2023
Re: Board Report

- At the north athletic fields' projects, the fitness course surfacing has been installed and the concrete work is nearly complete. The floors inside the restroom building are being finished (epoxy and sealer) and most of the painting work is done. The fishing station along Ginger Creek is underway as is landscape restoration. Please see the agenda histories regarding a no-cost change order to the final completion dates for the projects.
- The basketball court at Chillem Park has been resurfaced. Over the summer, the pickleball, tennis, and basketball courts at the three satellite parks have all been resurfaced.
- Staff has been preparing for the upcoming Winter Lights walk at Central Park. A committee has been formed which will assist with setup and take down of the lights and scenes, and staff is obtaining quotes for additional electrical infrastructure at Central Park to support additional scenes and lighting.
- The Oaktober celebration is underway during the month of October. The Park District, along with the Village of Oak Brook and Ace Hardware were able to give away six-hundred Oak tree saplings to the community during the first week of the month. Please stop by the Family Recreation Center to add your name to the Oak tree mural located near the front desk.
- Hinsdale Nursery again donated two-hundred fall mums which staff have planted throughout Central Park. Staff is beginning to plant spring tulip bulbs and landscape beds are being trimmed back to prepare for winter.
- Crack repairs have been completed on the pickleball courts at Central Park.
- Kluber Architects completed their study of the Central Park West facility, and has prepared a preliminary renovation concept. The design will create separate inclusive restroom facilities serving the inside and outside of the building, and will incorporate an accessible entrance and assembly space in the front foyer/lobby of the facility. Please see the agenda history related to the next steps with Kluber Architects for this project.

Unfinished Business



Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE REVISION TO ADMINISTRATIVE POLICIES & PROCEDURES MANUAL: SECTION 1.1 RULES OF THE BOARD OF PARK COMMISSIONER, SUBSECTION I.G.1: REMOTE ATTENDANCE BY VIDEO OR AUDIO CONFERENCE

AGENDA NO.: 7 A

MEETING DATE: OCTOBER 16, 2023

STAFF REVIEW:

RECOMMENDED FOR BOARD ACTION: Laure Kosey, Executive Director

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

The Board of Commissioners approved the current Administrative Policies & Procedures Manual on 04/19/2021 concerning a Board members remote attendance by video or audio conference.

If a quorum of the members of the Board is physically present, a majority of the Board may allow a member to attend the meeting by video or audio conference, but only in accordance with the requirements of the Illinois Open Meetings Act and the following requirements: 1. The member is prevented from physically attending because of (i) personal illness or disability; (ii) employment purposes or the business of the District; or (iii) a family or other emergency.

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

Governor Pritzker signed into law Public Act 103-0311 which amends a key provision in the Open Meetings Act effective as of July 28, 2023. The Public Act expands the permissible reasons for remote attendance at a meeting to allow for remote attendance due to the elected official's unexpected childcare obligations.

This is in addition to the previously allowable reasons for remote attendance: personal illness or disability, employment purposes or business of the public body, and a family or other emergency.

ACTION PROPOSED:

Request a Motion and a Second to Approve the Revision to the Administrative Policies & Procedures Manual: Section 1.1. Rules of the Board of Park Commissioners, subsection I.G.1: Remote Attendance by Video or Audio Conference.



Oak Brook Park District
Administrative Policies and Procedures

Policy: 1.1

1.1. Rules Of The Board Of Park Commissioners

The following rules shall govern the operation and meetings of the Board of Park Commissioners of the Oak Brook Park District:

I. MEETINGS

A. The Board shall hold its regular meetings on the third (3rd) Monday of each month, at 6:30 p.m., at the Oak Brook Park District Recreation Center, or at such other time and location as may be specified in the Meeting Notice, unless a regular meeting is rescheduled as provided in Paragraph B of this Section of the Board's Rules.

1. Annual Meeting

The annual meeting of the Board of Park Commissioners shall be conducted during the regular meeting held on the third Monday of May in each year at the Oak Brook Park District Family Recreation Center, 1450 Forest Gate Road, Oak Brook, 60523.

B. In accordance with the Park District Code, special meetings of the Board or the rescheduling of any regular meeting of the Board may be initiated at the request of the President or any two Commissioners. At least forty-eight (48) hours before such a special meeting, the Executive Director shall provide notice of the date, time, place and agenda for such special meeting to all Commissioners and to any news medium that has annually requested notice of meetings, and shall post notice of such meeting at the District's Recreation Center and on the District's website. Any rescheduling of a regular meeting of the Board shall be approved by a majority of the Commissioners at an open meeting. At least forty-eight (48) hours before such rescheduled meeting, the Executive Director shall provide notice of the date, time, place and agenda for any such meeting to all Commissioners and to any news medium that has annually requested notice of meetings, and shall post notice of such meeting at the District's Administration Office of the Family Recreation Center and on the District's website.

C. The Executive Director or their designee shall be responsible to provide notice of all regular, special and rescheduled meetings in accordance with the requirements of the Illinois Open Meetings Act.

D. If a majority of the Commissioners determines to change the annual schedule of the Board's regular meeting dates, the Executive Director shall provide at least ten (10) days' notice of such change by publication in a newspaper of general circulation in the District, by giving notice of such change to all Commissioners and to any news medium that has annually requested notice of meetings, and by posting notice of such change at the District's Administration Office of the Family Recreation Center and the District's website.



Oak Brook Park District
Administrative Policies and Procedures

Policy: 1.1

- E. A majority of the Commissioners shall constitute a quorum to do business. No ordinance, resolution or motion may be passed except in the presence of a quorum.
- F. By a vote of a majority of the Commissioners present, the Board may consider certain matters in closed meetings as provided in the Open Meetings Act.
- G. If a quorum of the members of the Board is physically present, a majority of the Board may allow a member to attend the meeting by video or audio conference, but only in accordance with the requirements of the Illinois Open Meetings Act and the following requirements:
1. The member is prevented from physically attending because of (i) personal illness or disability; (ii) employment purposes or the business of the District; ~~or~~ (iii) a family or other emergency, or (iv) unexpected childcare obligations.
 2. The member notifies the Board secretary before the meeting unless advance notice is impractical.
 3. All required notice of the meeting has been provided as required by the Open Meetings Act.
 4. If the meeting is required to be open to the public under the Open Meetings Act, provision shall be made, by speaker phone or otherwise, for members of the public who may be present at any such meeting to hear or be informed of any statements made or vote taken from the absent member who is participating in the meeting by video or audio conference.
 5. Minutes of any such meeting shall indicate which member is attending by video or audio conference and shall include any statements made or vote taken by the absent member who participated in the meeting by video or audio conference.

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Oak Brook Park District
Administrative Policies and Procedures

Policy: 1.1

II. COMMISSIONERS

ROLE

The role of the Park District Board Commissioner is to serve the patrons of the Oak Brook Park District by understanding the needs of the community and by providing strategic direction and support to staff to meet those needs.

TERM OF SERVICE

The Park District Board Commissioner is elected by residents within the Oak Brook Park District's jurisdictional boundaries to serve a 6-year term. A commissioner may be reelected to serve an unlimited number of 6-year terms.

RESPONSIBILITIES

- Communicate with the public to gain an understanding of their needs to ensure the Park District is meeting those needs.
- Help set a strategic direction that adopts goals relating to the vision and mission of the District.
- Adopt policies based on well researched guidance from the Executive Director that allow the District to run efficiently, effectively, legally and ethically.
- Be well versed on the Park District's mission, services, policies and programs.
- Be an advocate for the District by identifying personal connections, networks and partnerships to secure financial resources and influence public policy to achieve its mission.
- Follow conflict of interest and confidentiality policies of the Board and assist the Board in carrying out its fiduciary duties.
- Promote the image of the District.
- Monitor the finances of and protect the assets of the Park District.
- Develop a solid understanding of laws, policies, and procedures associated with Board service.
- Prepare for and attend all Board and assigned committee meetings.
- Elect Board Officers – President, Vice President, Secretary and Treasurer.
- Attend and participate in special events and District functions.
- Hire, terminate, supervise, evaluate and support the Executive Director.



Oak Brook Park District
Administrative Policies and Procedures

Policy: 1.1

CONDUCT

- Conduct the business of the Park District and the Board with civility and respect for one another, staff members, and the District's attorney.
- Adopt and adhere to a code of ethics.
- Conduct the business of the Park District and the Board only at duly called Board meetings.
- Support the role of the Executive Director as the administrator of the District.
- Direct all Board requests for information or resources to the Executive Director.

TRAINING

Develop a solid understanding of laws, policies, and procedures associated with service on the board, including:

- Rules of the Board of Park Commissioners
- Park District Code
- Open Meetings Act
- Freedom of Information Act
- State Officials and Employees Ethics Act
- Local Government Travel Expense Control Act

III. BOARD OFFICERS

The officers of the Board of Park Commissioners shall be President, Vice President, Secretary, and Treasurer as prescribed by law, and such assistants and other officers as may be chosen by the Board.

All officers shall be elected by the Commissioners at the annual meeting as provided in Section 1.A.1, and at such other times as a vacancy occurs. Officers shall hold office until the next annual meeting and/or until their successor is chosen. Vacancies may be filled by appointment by a majority of the remaining members of the Board at any Board meeting. In the case of the temporary absence or inability of any officer to act as such, the Board may fill the office *pro tempore*.



Oak Brook Park District
Administrative Policies and Procedures

Policy: 1.1

A. PRESIDENT:

The President of the Board is the presiding officer at all meetings of the Board, and shall seek to include all Commissioners present in the Board's discussions at any meeting.

The President's vote shall be called for on all matters before the Board in the normal voting rotations with other Commissioners.

ROLE

The role of the President is to lead the Board of Commissioners in setting a strategic direction for the Park District to serve the needs of the community.

TERM OF SERVICE

The President is elected by the Board of Commissioners for a one-year term. A commissioner may serve as President for an unlimited number of one-year terms.

RESPONSIBILITIES

- Serve as presiding officer at all meetings of the Board and preserves order and decorum at those meetings.
- Facilitate discussion at the meeting and establishes committees and appoints committee chairs as appropriate to address issues.
- Collaborate with the Executive Director to prepare the Board meeting agenda.
- Keep all Board members abreast of important issues affecting the District and schedule an annual Board evaluation.
- Appoint a temporary Secretary of the Board to serve in the absence of the Board elected Secretary.
- Enforce Board policies and monitor execution of all ordinances passed by the Board, all contracts approved by the Board and all other documents and papers of the District that by law require an official signature.
- Serve as the official liaison between the Board and the Executive Director, any staff member, and the District's attorney.
- Serve as the District's spokesperson and official District representative to the Illinois Association of Park Districts and any other official legislative committee that will enhance the mission and vision of the District.



Oak Brook Park District
Administrative Policies and Procedures

Policy: 1.1

- Conduct an annual performance evaluation of the Executive Director.
- Publish "*A Letter From The President*" in each of the District's seasonal brochures summarizing the accomplishments of the District and progress being made on projects.

B. VICE PRESIDENT:

ROLE

The role of the Vice President is to perform the duties of the President in their absence.

TERM OF SERVICE

The Vice President is elected by the Board of Commissioners for a one-year term. A commissioner may serve as Vice President for an unlimited number of one-year terms.

C. SECRETARY:

ROLE

The role of the Secretary is to serve as local election official and legislative liaison for the District and manage the correspondence, minutes, ordinances, orders and resolutions of the Board.

TERM OF SERVICE

The Secretary is elected by the Board of Commissioners for a one-year term. The Secretary may serve an unlimited number of one-year terms.

RESPONSIBILITIES

- Attend all meetings of the Board.
- In the absence of both the President and Vice President at a meeting in which a quorum of commissioners is present, call the meeting to order and call for selection of a President pro tempore for that meeting by a majority vote of the commissioners present at the meeting.
- Authority to administer oaths and affirmations.
- Oversee the taking, completion, and recording of all minutes, ordinances, orders and resolutions of the Board including recording and taking minutes of all closed sessions of the Board, as well as regulating the schedule of disposal of such recordings, and the release of closed meeting minutes to the public according to State law.



Oak Brook Park District
Administrative Policies and Procedures

Policy: 1.1

- Oversee the official correspondence of the Board.
- Serve as the legislative liaison of the Board, keeping in contact with legislators and informing the Board of legislative issues of interest to the Board.
- Work with the Executive Director to ensure a comprehensive records management system is in place so that the Board is in compliance with all local, state and federal reporting laws and regulations.
- Act as the Local Election Official for the District unless otherwise designated by the Board or Executive Director.

D. TREASURER:

ROLE

The role of the Treasurer is to monitor the financial policies of the District.

TERM OF SERVICE

The Treasurer is elected by the Board of Commissioners for a one-year term. A commissioner may serve as Treasurer for an unlimited number of one-year terms.

RESPONSIBILITIES

- Act as liaison between the Board and the Executive Director on financial matters of the District.
- Work with the Executive Director to develop and monitor the financial policies, annual budget and tax levy of the District.
- Sign all appropriate financial documents as needed.



Oak Brook Park District
Administrative Policies and Procedures

Policy: 1.1

IV. BOARD PACKET DISTRIBUTION

The Executive Director, in consultation with the Board President, is responsible for preparing the agendas for all Board meetings and Board committee meetings. The Executive Director shall cause the Board and the District's General Counsel to receive appropriate agenda materials no less than three (3) days before each meeting, including such items as the meeting agenda, explanatory materials related to items on the agenda, a schedule of accounts payable set for approval, an account of the District's income and expenditures, and monthly staff reports, as appropriate.

V. ORDER OF BUSINESS

A. The order of business of the Board shall be as follows:

1. Call to Order and Roll Call
2. Open Forum
3. Consent Agenda
 - a. Approval of Agenda
 - b. Approval of Minutes
 - c. Approval of Financial Statement
 - d. Approval of Warrants
4. Communications/Proclamations (if any)
5. Staff Recognition
6. Reports
7. Unfinished Business
8. New Business
9. Enter Closed Session (if any)
10. Closed Session (if any)
11. Arise to Open Session (If a Closed Session is held)
13. Announcement of next regular meeting
14. Adjournment

B. No matter shall be presented to the Board for action at a regular meeting of the Board, unless such matter was first raised at a previous meeting, and placed on a future agenda by consensus of the Board; provided that this rule may be suspended in accordance with Section XI of these Rules.

Except as provided in Section III(E) of these Rules, Commissioners shall generally present any requests for information from or direct the responsibilities of the Executive Director, any staff member, or the District's attorney at a meeting of the Board. If any such request is then approved by a majority of the Commissioners, the Executive Director, the staff member, or the District's attorney shall provide such information as exists to all Commissioners at or prior to the next meeting of the Board or, if the collection of information will require additional time, on such a date as determined by the Board at the recommendation of such persons. If there is a more immediate



Oak Brook Park District
Administrative Policies and Procedures

Policy: 1.1

need for information from the Executive Director or any staff member or for an opinion from the District's attorney, the Commissioner requesting such information or opinion shall make their request to the Executive Director, who may seek the information or opinion immediately if the request is directly or indirectly related to discussions or direction already conducted or provided by the Board; however, if necessary to assure the Board's consensus, the Executive Director shall poll the Board for authorization to provide the requested information or opinion.

VI. VOTING

A. All Commissioners shall endeavor to vote aye or nay, except that a Commissioner may vote "abstain" or "present" when a conflict of interest exists which makes it improper under State law for the Commissioner to vote on the issue in question, or when the Commissioner determine that a vote of "abstain" or "present" is in the best interest of the District, and except that the Commissioners may act by a consensus of those present concerning matters for which a formal vote is not required by law, such as giving direction to the Executive Director, any staff member, or the District's attorney. The ayes, nays and abstentions shall be taken upon the passage of all ordinances, resolutions or motions, and shall be recorded in the minutes of the Board.

B. When requested by any two Commissioners, any motion submitted to the Board for a vote shall be reduced to writing before being voted upon.

C. The Board may, at any meeting, by unanimous consent, take a single roll call vote, by yeas and nays, on the several questions of the passage of any two (2) or more of the designated ordinances, orders, resolutions or motions that are placed together for voting purposes in a single group as part of a consent agenda. Instead of entering the names of the Commissioners voting ye and nay on the passage of each of the designated ordinances, orders, resolutions and motions included in the consent agenda, a single vote shall be entered in the minutes for the consent agenda. The taking of a single vote and the entry of the words "consent agenda" in the minutes shall be sufficient compliance with the requirements of this section of the Board's Rules. At the request of any individual Commissioner, an item may be removed from the consent agenda for further discussion and a separate vote. Items that may be placed on the consent agenda include, but are not limited to, approval of minutes, approval of monthly expenditures, approval of committee reports, and approval of ordinances, resolutions or policies previously discussed and on which there was a consensus of the Commissioners. Items that may not be placed on the consent agenda include but are not limited to bond ordinances, and ordinances, resolutions or policies on which no consensus has been reached by the Commissioners. If any item on the consent agenda requires a greater vote for passage than a majority vote of all elected Commissioners, the entire consent agenda must be approved by the required vote.

D. In general, a vote or action of the Board may be reconsidered at any time, so long as there are as many Commissioners present as when the vote was originally taken. However, if the District has already approved a contract or made a commitment to a third person based on a prior vote,



Oak Brook Park District
Administrative Policies and Procedures

Policy: 1.1

and such person has reasonably relied on the Board's action, reconsideration will not be allowed. A motion to reconsider must be made by a Commissioner who voted on the prevailing side when the vote was originally taken. If there is a change in the membership of the Board, by appointment or election, reconsideration of a previous vote may be initiated by motion of any Commissioner and approved by a majority of the Commissioners. Once a motion for reconsideration is defeated, it may not be renewed or reconsidered.

VII. ADDRESSING THE BOARD

A. Pursuant to the Open Meetings Act (5 ILCS 120/2.06(g)), any person shall be permitted an opportunity to address the Board under the rules established by the Board. This article establishes the rules governing public comment.

B. Unless compliance is waived by the majority of the Board, all persons wishing to address the Board at a regular meeting of the Board shall do so in compliance with these Rules, which shall be posted at the sign-in table outside the meeting room:

1. No person who is not a Commissioner shall address the Board at any meeting without the consent of the majority of Commissioners present, except during the "Open Forum" portion of the agenda, except that the presiding officer may, without consent of the Board, recognize the Executive Director, any staff member, or the District's attorney who is present at such a meeting to authorize him/her to speak to an issue then under consideration.
2. Any person invited to appear before the Board, including, but not limited to, a consultant or contractor, may address the Board in accordance with these Rules.
3. During the "Open Forum" portion of the agenda, any member of the public may address the Board; providing that all speakers shall comply with these Rules and with any rulings of the presiding officer:
 - a. Any person wishing to address the Board may provide their contact information on the sign in sheet provided before the start of the meeting so that the Board or the Board's designee may provide a response, if required, to the comments and/or questions presented by the speaker.

During "Open Forum", the President of the Board shall extend an invitation to individuals wishing to address the Board. Individuals desiring to speak shall seek to be recognized then, upon recognition, approach the podium in an orderly fashion, one speaker at a time, stating their name the subject matter or issue concerning which the person wishes to address the Board.
 - b. All comments shall be directed only to the presiding officer.



Oak Brook Park District
Administrative Policies and Procedures

Policy: 1.1

- c. No person shall engage in debate or shall direct threats or personal attacks at the Board, any staff member or any other speaker or member of the audience.
- d. Members of the audience shall refrain from applauding, cheering, booing, or other demonstrations during or at the conclusion of remarks made by any speaker addressing the Board or made by any Commissioner in response to comments made during Open Forum.
- 4. Before any member of the public addresses the Board during "Open Forum", the presiding officer may impose reasonable time limits on the time allowed for "Open Forum", and for each speaker who takes part therein, giving consideration to the probable number of speakers and to the hour. In no event shall any person addressing the Board be permitted to speak for more than five (5) minutes without the express permission of a majority of the Board.
- 5. The presiding officer may limit repetitive statements. Whenever possible, groups seeking to address the Board shall consolidate their comments and avoid repetition by using representative speakers on their behalf.
- 6. The presiding officer may limit irrelevant, immaterial or inappropriate comments of statements, and shall have the right to halt or suspend public comments if the rules are not being followed.

C. Members of the public shall have no right to address the Board at any regular or special meeting that is closed to the public in accordance with the requirements of the Open Meetings Act, or at any special meeting of the Board unless the agenda provides for "Open Forum".

VIII. RULES GOVERNING PUBLIC RECORDING OF MEETINGS

A. Pursuant to the Open Meetings Act (5 ILCS 120/2.05), an individual from the public may record a Board meeting open to the public by tape, film or other means, subject to the rules as set for the by the Board for such recordings. The District's policy is to cooperate with representatives of the print and broadcast media and with other members of the public who wish to record public meetings of the Board by tape, film or other means, so long as said recordings are not disruptive to the meeting, and do not violate the rights of the members of the Board, District staff and the public.

B. Any person desiring to photograph, or to audio or video record a Board or Committee meeting open to the public may do so subject to the following rules. It is the intent of the Park Board in adopting these rules to provide reasonable access and opportunity to persons desiring to photograph or make such recordings while at the same time avoiding disruption to and interference with the conduct of the meeting, including the deliberative process, or the ability of other persons attending the meeting to see or hear the proceedings, or the creation of unsafe conditions or damage to property.



Oak Brook Park District
Administrative Policies and Procedures

Policy: 1.1

1. All recording equipment must be in place prior to the commencement of the meeting.
2. No equipment, wiring or accessory may be affixed or attached to any District property without the prior consent of the Executive Director, which consent may be withheld at the discretion of the Executive Director.
3. No person photographing or recording the meeting shall by position, location or movement of self or equipment materially interfere with or obstruct any person's view of the meeting or ability to hear the meeting.
4. No person photographing or recording the meeting shall by position, location or movement of self or equipment materially block or obstruct access to or from the meeting or to or from the seating in the meeting or to or from any emergency exit in the meeting room or constitute a tripping or other hazard.
5. Equipment or devices used may not emit sounds that are distracting to members of the audience or the Board.
6. While the use of special lighting necessary to photograph or video record a meeting is permitted, lighting that creates a glare or shines in the eyes of persons attending or participating in the meeting or is otherwise obtrusive or distracting is not permitted. The President of the Board may require that such forms of artificial lighting not be used.
7. All recording equipment and wiring used shall conform to applicable electrical codes. No accessory shall be plugged in or attached to any electrical outlet if doing so would create a safety hazard.
8. Persons operating equipment necessary to photograph or record the meeting shall be given a reasonable opportunity to modify their actions in order to conform to these rules.
9. If any provision of these rules or the application thereof to any person or circumstances is adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or impair the validity of the other provisions of these rules or the application thereof to other persons and circumstances.



Oak Brook Park District
Administrative Policies and Procedures

Policy: 1.1

IX. MINUTES

A. The Recording Secretary appointed by the Board, or their designee, shall attend all meetings of the Board, whether open or closed, and shall keep a full record of the proceedings, which shall, at the next regular meeting of the Board, be approved and accepted by the Board as the official minutes of its proceedings. Minutes of open meetings shall, thereafter, be available for public inspection.

B. The Recording Secretary shall be responsible to assure that a verbatim recording of any closed meeting of the Board is made, and the Executive Director shall be responsible to store all such recordings and the minutes of closed meetings in a place that will maintain the confidentiality of such recordings and minutes until such time as the Board determines that they no longer require confidentiality and makes them available for public inspection or authorize their destruction pursuant to Section 2.06(c) of the Illinois Open Meetings Act.

C. Any Commissioner may review such minutes prior to the Board's approval of a resolution making any minutes of closed meetings available for public inspection. The District's Attorney shall review the minutes of all closed meetings every six (6) months and shall recommend to the Board that any such minutes that no longer require confidential treatment should be made available for public inspection.

X. ROBERT'S RULES OF ORDER

Robert's Rules of Order, most recent edition, shall generally govern the deliberations of the Board, except when in conflict with any of the specific provisions of these Rules.

XI. SUSPENSION OF RULES

At any meeting of the Board, a majority of Commissioners present may consent to suspend any or all of these Rules for the entire meeting or for certain matters to be considered at that meeting.

XII. AMENDMENT OF RULES

These Rules may be amended or repealed at any regular meeting of the Board; provided, however, that written notice of any such amendment or motion for repeal shall be provided to each Commissioner at a meeting preceding the meeting at which the amendment or motion to repeal is to be presented.



Oak Brook Park District
Administrative Policies and Procedures

Policy: 1.1

XIII. PROSPECTIVE CANDIDATE INFORMATION

The Board recognizes that, as good leaders, the members of the Board should be actively involved in seeking out qualified residents of the District to run for a position on the Board. In addition, Board members should take an active role in training newly elected Board members. The District's staff shall prepare an information packet containing essential information to be made available to prospective candidates. Additionally, at least one informational session with the Executive Director and a department head shall take place.

Approved by the Board of Commissioners: June 15, 2015
Revisions approved by the Board: August 15, 2016 Board Meeting
Revisions approved by the Board: February 17, 2020 Board Meeting
Revisions approved by the Board: April 19, 2021 Board Meeting
[Revision in accordance to Open Meetings Act Amendment - Public Act 103-0311 \[July 28, 2023\]](#)

Approved by the Board of Commissioners: April 19, 2021



Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ORDINANCE NO. 23-1016: AN ORDINANCE AUTHORIZING THE DESTRUCTION OF THE VERBATIM RECORD OF CERTAIN CLOSED MEETINGS

AGENDA No.: 7 B

MEETING DATE: OCTOBER 16, 2023

RECOMMENDED FOR BOARD ACTION:

Executive Director, Laure Kosey:

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

As required by the Open Meetings Act, the closed meeting sessions of the Board Meetings are recorded. After 18 months, the Act permits the Board to authorize the destruction of these recordings, as long as the written minutes have been approved by the Board. The written minutes of these meetings have been approved by the Board of Commissioners, routinely, which occurred at the next closed meeting held after the meeting date.

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

The following Closed Meeting recordings are now over 18 months in age.

February 21, 2022

ACTION PROPOSED:

A Motion and a Second to approve Ordinance 23-1016: An Ordinance Authorizing the Destruction of the Verbatim Record of Certain Closed Meetings.

ORDINANCE NO. 23-1016
AN ORDINANCE AUTHORIZING THE DESTRUCTION OF THE
VERBATIM RECORD OF CERTAIN CLOSED MEETINGS

WHEREAS, the Open Meetings Act (5 ILCS 120/1, *et seq.*) (the "Act") requires governmental bodies to keep a verbatim record of closed meetings by audio or video tape; and

WHEREAS, the Oak Brook Park District Board of Park Commissioners (the "Board") has complied with such requirement by providing for the Secretary of the Board to keep a verbatim record of all closed meetings by audio recording; and

WHEREAS, the Act also permits governmental bodies to destroy the verbatim record of closed meetings, no less than eighteen (18) months after the completion of the meeting recorded, without notification to or approval of a records commission or the State Archivist under the Local Records Act, but only after: i) the public body approves the destruction of a particular recording; and ii) the public body approves written minutes that meet the requirements of the Act for the closed meeting recorded; and

WHEREAS, at least eighteen (18) months have passed since the completion of certain closed meetings of the Board that are identified in Section 1 of this Ordinance, and the Board has approved written minutes for each of the such closed meetings; and

WHEREAS, the Board has determined that it is necessary and desirable to order the destruction of the verbatim record of the closed meetings identified in Section 1 of this Ordinance; and

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 Board hereby finds that at least eighteen (18) months have passed since the completion of the following closed meetings of the Board, and that the Board has approved written minutes for such closed meetings:

February 21, 2022

Section 2. The Board hereby orders the destruction of the entire verbatim record, in the form of digital audio recordings, of the closed meetings identified in Section 1 of this Ordinance, and the Secretary is hereby authorized and directed to destroy said audio tapes in a suitable manner.

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

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 16th DAY OF OCTOBER, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

President Sharon Knitter

ATTEST:

Laure Kosey, Secretary



Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

RESOLUTION 23-1017: A RESOLUTION REGARDING THE REVIEW OF MINUTES FOR CLOSED MEETINGS FROM JANUARY 1989 THROUGH JULY 31, 2023

AGENDA No.: 7 C

MEETING DATE: OCTOBER 16, 2023

RECOMMENDED FOR BOARD ACTION: Executive Director, Laure Kosey:

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

The District is required to review closed session minutes semi-annually to determine what minutes or portions of minutes no longer require confidentiality.

The attached resolution was drafted by the park district's attorneys and contains the recommendation to not release any closed session meeting minutes at this time.

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

In accordance with the Open Meetings Act, 5 ILCS 120/2(c)(21) and 5 ILCS 120/2.06(d), the Board of Commissioners had reviewed Resolution 23-1017 during the Closed Session of the September 18, 2023 Board Meeting.

ACTION PROPOSED:

Motion and a second to approve Resolution 23-1017: A Resolution Regarding the Review of Minutes for Closed Meetings January 1989 through July 31, 2023.

RESOLUTION NO. R23-1017

**A RESOLUTION REGARDING THE REVIEW
OF MINUTES FOR CLOSED MEETINGS
FROM JANUARY 1, 1989 THROUGH JULY 31, 2023**

WHEREAS, in compliance with the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* (the "Act"), the Oak Brook Park District Board of Park Commissioners (the "Board") has completed its semi-annual review of the minutes of all closed meetings which remain on file and closed to public view; and

WHEREAS, the Board has determined that the need for confidentiality still exists as to all of those minutes that were reviewed; and

WHEREAS, the Act requires that the Board make a public recital of its findings.

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

Section 1. The Board has determined that a need for confidentiality still exists as to the closed meeting minutes reviewed. The closed meeting minutes reviewed will therefore remain closed to the public until the Board determines that the need for confidentiality no longer exists.

Section 2. This Resolution shall be in full force and effect from and after its passage and approval as required by law.

PASSED AND APPROVED THIS 16th DAY OF OCTOBER, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

Sharon Knitter, President

ATTEST:

Laure Kosey, Secretary

New Business



Oak Brook Park District

BOARD MEETING

AGENDA ITEM – HISTORY/COMMENTARY

ITEM TITLE: APPROVAL OF A TRAVEL EXPENSE FOR COMMISSIONER ATTENDANCE AT THE 2024 IAPD/IPRA ANNUAL CONFERENCE, JANUARY 25 – 27, 2024 AT THE HYATT REGENCY CHICAGO.

AGENDA NO.: 8 A

MEETING DATE: OCTOBER 16, 2023

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):

In accordance with the Local Government Travel Expense Act (ILCS 50/150 *et. seq.*) the Board of Commissioners must approve any commissioner travel expenses by roll call vote during an open meeting.

The 2024 Illinois Association of Park Districts (IAPD) and the Illinois Park and Recreation Association (IPRA) annual conference will be held January 25 -27, 2024 at the Hyatt Regency Chicago. The *IAPD/IPRA Soaring to New Heights Conference* holds the unique distinction of being the largest state park and recreation conference in the nation. The conference brings together thousands of professionals, Commissioners, and elected officials from around the state for quality educational programming, networking, and professional development.

The IAPD/IPRA Conference features educational sessions and workshops providing attendees with accredited Continuing Education Units to maintain certification.

The exhibit hall showcases the latest recreational products and services.

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

A cost estimate for commissioner travel by auto is presented on the attached estimated travel cost form. Staff will investigate and use every cost savings available to reduce any travel expense. Attached are the cost estimates for the Commissioners' Travel, Meal and Lodging Expenses based upon the early bird conference registration discount, which will end December 11, 2023.

The attached Travel Form recaps the estimated cost for each Commissioner attending the conference and are presented for Board review at this meeting.

ACTION PROPOSED:

For Review and Discussion Only.

OAK BROOK PARK DISTRICT

Travel, Meal, and Lodging Expense & Reimbursement Form

Name: Commissioner	Department:	Date: 10/09/23	Purpose for Travel: Estimate: IAPD/IPRA Conference 2024 @ Hyatt Regency
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ESTIMATED EXPENSES											
Travel/ Event Date (xx/xx/xx)	Registration	Airfare	Taxi/Bus/ Train/ Mileage (\$)	Lodging	Meals			Parking	Misc. (Tolls)	Total Estimated Costs	Notes
					Breakfast	Lunch	Dinner				
01/25/24	\$ 365.00		\$ 13.95	\$ 132.00	\$ 15.00	\$ 25.00	\$ 35.00	\$ 79.00		\$ 664.95	Full Conf Pckg for Thurs, Fri, Sat=\$365
01/26/24				132.00	15.00		35.00	79.00		261.00	*Friday Awards Luncheon cost in Full Pckg
01/27/24			\$ 13.95		15.00	25.00				53.95	
										-	No Frills Conf Pckg -Thurs, Fri, Sat, = \$310
										-	Fri Only = \$270, Sat Only = \$290
										-	Mileage to/from Oak Brook: Estimate 21.3 miles
Total:	\$ 365.00	\$ -	\$ 27.90	\$ 264.00	\$ 45.00	\$ 50.00	\$ 70.00	\$ 158.00	\$ -	\$ 979.90	

Department Director Approval:	Date:
--------------------------------------	--------------

ACTUAL EXPENSES													
Travel/ Event Date (xx/xx/xx)	Registration	Airfare	Taxi/Bus/ Train/ Mileage (\$)	Lodging	Meals			Parking	Misc. (Tolls)	Total Actual Costs	Paid With P-Card	Reimb. Amount	Notes
					Breakfast	Lunch	Dinner						
										\$ -		\$ -	
										-		-	
										-		-	
										-		-	
										-		-	
										-		-	
										-		-	
Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Requestor Signature:	Date:	
By signing this form, I hereby certify that the expenses listed above were incurred for official business or for any training, professional development or education, beneficial to the Park District and are allowed pursuant to Park District policy.		
		2023 Mileage Reimbursement Rate: \$.655 per mile Scan final approved form and supporting documentation to travel@obparks.org

Department Director Approval:	Date:	Executive Director Approval:	Date:
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Attach Accounts Payable Voucher(s), original receipts for all expenses, supporting documentation describing the nature of the official business, event or program, and any other documentation that would assist the Board in considering your request for reimbursement, to this form. At the discretion of the Board, additional documentation relevant to the request for reimbursement may be required prior to action by the Board.

2024

PRELIMINARY PROGRAM

January 25-27, 2024 | Hyatt Regency Chicago
151 E. Wacker Drive, Chicago, Illinois



IAPD
Illinois Association of Park Districts

ILLINOIS
ipra
PARK & RECREATION ASSOCIATION

ILparksconference.com

WELCOME

WELCOME AND GREETINGS!



"If you can dodge a wrench, you can dodge a ball!"

If you have seen the 2004 blockbuster movie, *Dodgeball: A True Underdog Story*, then you recognize this quote from character Patches O'Houlihan, played by actor Rip Torn. Patches was a dodgeball legend who volunteered to coach *Average Joe's*, a team of athletically challenged misfits who were pegged as the underdogs in an intense dodgeball tournament.

Patches had a unique training technique to get his team into shape: hurling wrenches at them to hone their dodging skills. The bizarre practice paid off, and *Average Joe's* overcame the odds to bring home the win!

Training to be the best at what you do is important, and for those of us training to be the best in our roles at Illinois park districts, forest preserves, conservation, recreation, and special recreation agencies, the Illinois Association of Park Districts and the Illinois Park & Recreation Association have a much less painful training opportunity for us to hone our skills: the *Soaring to New Heights Conference*.

This highly acclaimed conference is the largest state park and recreation conference in the nation. This is a testament to the expertise and enthusiasm of two outstanding state associations who have a long history of partnering to create an amazing power-packed educational experience. The *Soaring to New Heights Conference* brings board members, professionals, staff, legislators, and businesses together for three days of 'all things' parks, recreation, and conservation.

Our Joint Conference Committee and our dedicated volunteers and staff have been working for more than a year to create another top-notch program with an impressive content-rich educational curriculum, a diverse array of opportunities to connect with colleagues, and an engaging Exhibit Hall showcasing the latest products and services from more than 300 vendors.

We are excited to present this 2024 *Preliminary Program*, complete with details about Thursday night's social featuring *Hello Weekend*, Friday afternoon's Awards Luncheon recognizing the stars of our field, Saturday morning's Keynote Address with Charles Clark, and Saturday evening's celebratory Closing Social with an array of high-energy entertainment choices at the Hyatt Regency Chicago.

Don't forget to download our conference mobile app by visiting the Apple Store or Google Play. Once you have registered for the conference, this convenient app will enable you to personalize your schedule, explore the exhibit hall, earn and track CEUs, complete session surveys, and much more!

We would like to express our heartfelt gratitude to the many exceptional conference volunteers. Your countless hours of work and steadfast dedication are instrumental to this event's continued success. To our exhibitors and speakers, thank you for your unwavering support. Lastly, to our attendees, we applaud your commitment to the pursuit of knowledge that will enable our park districts, forest preserves, conservation, recreation, and special recreation agencies to overcome any odds!

The park, recreation, and conservation family share a contagious energy and enthusiasm that is evident when we come together each year to hone our skills so that we can effectively dodge the challenges that we face. Our conference is one of the reasons that we continue to 'bring home the win' year after year in improving the quality of life for all people in Illinois through the best park districts, forest preserves, conservation, recreation, and special recreation agencies in the nation!

We look forward to seeing you January 25-27 at the Hyatt Regency Chicago.

JEFF RIGONI

President
Lockport Township Park District
IAPD Conference Chair

LACY MARINENKO

Facilities Manager
Vernon Hills Park District
IPRA Conference Chair

Published by:

ILLINOIS ASSOCIATION
OF PARK DISTRICTS (IAPD)
211 East Monroe Street
Springfield, IL 62701
P: (217) 523-4554
www.ilparks.org

ILLINOIS PARK & RECREATION ASSOCIATION (IPRA)

536 East Avenue
La Grange, IL 60525
P: (708) 588-2280
www.ilipra.org

Designed by:

GOSS ADVERTISING
1806 North Oakcrest Avenue
Decatur, IL 62526
P: (217) 423-4739
www.gossadvertising.com



SCHEDULE - AT-A-GLANCE

THURSDAY, JANUARY 25

8:00 am – 5:00 pm	Conference Registration Open
10:00 am – 12:00 pm	Conference Workshops (0.2 CEUs)
10:30 am – 11:30 am	Conference Sessions (0.1 CEUs)
11:00 am – 5:00 pm	Grand Opening of the Exhibit Hall
12:30 pm – 2:30 pm	Conference Workshops (0.2 CEUs)
3:00 pm – 4:00 pm	Conference Sessions (0.1 CEUs)
4:00 pm – 5:00 pm	Exhibit Hall Dedicated Hours
5:15 pm – 7:15 pm	IPRA Section Meetings
6:00 pm – 7:00 pm	Professional Connection
9:00 pm – 11:30 pm	Welcome Social with Hello Weekend

FRIDAY, JANUARY 26

7:00 am – 5:00 pm	Conference Registration Open
8:30 am – 9:30 am	Conference Sessions (0.1 CEUs)
8:30 am – 4:00 pm	Agency Showcase
9:00 am – 12:00 pm	Exhibit Hall Open
10:00 am – 11:00 am	Conference Sessions (0.1 CEUs)
11:00 am – 12:00 pm	Exhibit Hall Dedicated Hours
12:15 pm – 12:45 pm	Conference Speed Sessions
12:15 pm – 2:15 pm	All-Conference Awards Luncheon*
1:00 pm – 2:00 pm	Conference Sessions (0.1 CEUs)
1:00 pm – 3:30 pm	Exhibit Hall Open
2:15 pm – 3:30 pm	Dessert in the Exhibit Hall*
3:45 pm – 4:45 pm	Conference Sessions (0.1 CEUs)
5:00 pm – 6:30 pm	Commissioners' Reception**
5:00 pm – 6:30 pm	IPRA Annual Business Meeting
9:30 pm – 11:00 pm	Leadership Reception**

SATURDAY, JANUARY 27

7:45 am – 12:00 pm	Conference Registration Open
9:00 am – 10:00 am	Keynote General Session with Charles Clark (0.1 CEUs)
10:30 am – 11:30 am	Conference Sessions (0.1 CEUs)
12:30 pm – 1:30 pm	Conference Sessions (0.1 CEUs)
2:00 pm – 3:00 pm	Conference Sessions (0.1 CEUs)
3:30 pm – 5:00 pm	IAPD Annual Business Meeting
7:00 pm – 10:00 pm	Closing Social*

* Ticketed Event

** By Invitation

TABLE OF CONTENTS

Agency Showcase 2023	C4
All-Conference Awards Luncheon*	C4
All-Conference Awards Luncheon Preferred Agency Seating	C4
Closing Social*	C20
Commissioners' Reception	C5
Conference Exhibitors	C34 – C35
Conference Sessions	C26 – C29
Conference Workshops	C20 – C23
Continuing Education Units	C5
Continuing Legal Education	C5
Exhibit Hall Information	C6
General Information	C4 – C9
Housing Information	C6
Keynote General Session	C30
Meeting Safety and Responsibility	C7
Registration Form: Conference	C31 – C33
Registration Information	C7
Student Events	C9
Welcome Social	C24

* Ticketed Event

Event photography provided by JHyde Photography.

GENERAL INFORMATION

ACCESSIBILITY

Meeting Rooms, Parking, Restaurants, Restrooms, Sleeping rooms: All are accessible at the Hyatt Regency Chicago and the Swissôtel Chicago. If you are in need of an accessible room, please be sure to notify the respective hotel when making your reservation.

ADA AND SERVICES FOR THE HEARING IMPAIRED

In compliance with the Americans with Disabilities Act, the IAPD/IPRA Joint Conference Committee will make all reasonable efforts to accommodate persons with disabilities. Please indicate any special needs on your registration form or contact Cindy Galvan at IPRA at Cindy@ilipra.org **no later than January 15, 2024**. If you have special needs regarding hotel accommodations, please contact the Hyatt Regency Chicago at (312) 565-1234 or the Swissôtel Chicago at (312) 565-0565. Individuals who require TTY may call (800) 526-0844 and the Illinois Relay Center will transmit the message to IAPD or IPRA.

ALL-CONFERENCE AWARDS LUNCHEON

Delegates who register for the conference “Full Package” will receive a ticket for this event. Additional tickets may be purchased through your registration or on-site. Please join us as we recognize and honor the leaders and volunteers of park districts, forest preserves, conservation, recreation, and special recreation agencies.

ALL-CONFERENCE AWARDS LUNCHEON PREFERRED AGENCY SEATING

(Includes Legislator Tables!)

DEADLINE: Monday, January 15, 2024

Preferred Agency Seating is available for all delegates from the same agency/organization who wish to be seated together at a table during the Friday All-Conference Awards Luncheon. An agency that opts to attend must indicate so on the registration form on page C32 or at the time of online registration. There is a \$50 nonrefundable fee (per table) to participate, which must be paid for when registering for the conference. **If you plan to invite your legislator(s) to join you at your table(s), then you should indicate/register for a Legislative Table following the same process, above.** The individual who registers/pays for the table(s) will be the designated agency contact (table host) and will receive all emails with details and instructions on the seating process. The table host will be responsible for notifying those seated at their table(s) of the table assignment(s). After **January 15, 2024**, table reservations WILL NOT be accepted, and **no on-site requests will be taken**. All tables will be set for twelve people.

Non-reserved tables for open general seating will be noted with a balloon. There is no guarantee that you and your agency will be able to sit all together in open, general seating. These seats are first-come, first-served, and will be set for twelve people.



Since 2009, Agency Showcase has shone a spotlight on the brightest ideas exhibited by parks, recreation, and conservation agencies.

This professionally judged competition recognizes Illinois agencies for their marketing and communication efforts ranging from print to multimedia.

Division 1: Overall Agency Showcase

Your agency submits in eight of the thirteen individual categories and creates a tabletop display that showcases how your marketing efforts represent your agency as a whole. Scores from each category as well as the display are compiled to determine the overall winners. The eight categories that you select will be eligible for recognition in the Individual Category division. First, second, and third place are awarded in the Overall Showcase division.

Division 2: Individual Category

This division allows you to select up to four categories below to enter your work for the judges to critique. There will be one outstanding submission recognized in each category.

Categories

- Program Brochure Print
- Program Brochure Virtual
- Integrated Photography
- Large Format Marketing
- Logo Design
- Marketing Campaign
- Paid Advertisement
- Print Communication - Informational
- Print Communication - Promotional
- Social Media Campaign
- Videography Long Form
- Videography Short Form
- Website

For more information on the Agency Showcase competition, please visit ILparksconference.com.

Proudly brought to you by IPRA and IAPD.

ANNUAL MEETINGS FOR IPRA AND IAPD

The Illinois Park & Recreation Association's (IPRA) Annual Meeting will be held on Friday, January 26 at 5:00 pm. The Illinois Association of Park Districts' (IAPD) Annual Meeting will be held on Saturday, January 27 at 3:30 pm.

The associations have staggered their annual meetings to accommodate elected officials and professionals who would like to attend both meetings.

COMMISSIONERS' RECEPTION

Attention all IAPD members!

Please join us on Friday, January 26 at 5:00 pm. This reception will be an excellent opportunity for commissioners to exchange ideas, network, and socialize. The IAPD board and staff will be present to answer questions and offer the perfect venue to visit with fellow commissioners.

CEUs and CLEs Are Ticketless!

To simplify the process, CEUs and CLEs will be contactless and fully digital through the conference mobile app (no paper tickets). Attendees are required to attend entire sessions and complete session evaluation to obtain CEU credit.

Since no paper tickets will be issued, you will not need to sign up for CEUs during the registration process. You will need to ensure that you provide a valid email though so that you will be able to access the mobile app. Attendees will be able to login to the app at any time during the conference to manage, earn, and track their CEUs.

You must register and pay for CLEs. See details under CLEs.

CONTINUING EDUCATION UNITS (CEUs)

Attendees will be able to earn up to 1.2 Continuing Education Units (CEUs) by attending a variation of workshops and general sessions. CEUs can be earned based on the number of sessions attended during the Soaring to New Heights Conference.

- Concurrent sessions and the Keynote General Session scheduled for 60 minutes award 0.1 CEUs.
- Conference workshops scheduled for 120 minutes award 0.2 CEUs.
- No CEUs for speed sessions.
- No additional CEU fees for Thursday, Friday, and Saturday sessions apply
- Official CEU transcripts available on-demand via the mobile app. No hard copies will be distributed.

CONTINUING LEGAL EDUCATION (CLE)

The CLE credit is educational credits that attorneys elect to earn by attending educational offerings certified by the Supreme Court of Illinois.

Sessions scheduled for 60 minutes award 1.0 CLE. Please note not all sessions are eligible for CLE credits. If you would like to apply for CLE credits, you must register, provide your ARDC number and pay for the CLEs with your conference registration. See page C32.

Four different CLE packages are offered:

- (3) CLE credits are \$45 plus registration
- (4) CLE credits are \$60 plus registration
- (7) CLE credits are \$105 plus registration
- (8) CLE credits are \$120 plus registration

Attorneys will receive their CLE attendance receipt(s) within 2 weeks of the conclusion of the conference.

CONFERENCE TRACKS AND NUMBERING SYSTEM - Website

To help attendees identify sessions and workshops relevant to their field/interests, the conference program is organized around twelve different topic tracks: Boardmanship, Diversity, Facilities, Finance/Information Technology, Forest Preserve/Conservation, Governance/Legal, HR/Risk Management, Leadership/Management, Marketing/Communications, Parks/Natural Resources, Recreation and Therapeutic Recreation.

Additionally, a numbering system is used to provide attendees another avenue for identifying sessions/workshops that may be beneficial to them. The numbering system indicates the host sponsoring the session/workshop. Attendees can use the numbering system to quickly identify any session/workshop pertaining to a specific host across the multiple tracks. The following is the numbering system legend:

- 0-9: IAPD & IPRA
- 10 – 99: IPRA
- 100 – 199: IAPD
- 200 – 299: Parks and Natural Resource Management Section (PNRMS)
- 300 – 399: Administration and Finance Section (A&F)
- 400 – 499: Recreation Section (REC)
- 500 – 599: Therapeutic Recreation Section (TR)
- 600 – 699: Facilities Management Section (FM)
- 900 – 999: Communications and Marketing Section (C&M)
- 1000 – 1099: Diversity Section (DIV)
- 1100 – 1199: Forest Preserve/Conservation (FP/CONSV)

GENERAL INFORMATION

EXHIBIT HALL

The exhibit hall will be open on Thursday and Friday, with [dedicated hours](#) on both days.

Come visit more than 300 commercial manufacturers, distributors, designers, and educational booths. The exhibits will showcase the newest equipment, supplies, ideas, and services available to park, recreation, forest preserve, conservation, and therapeutic recreation agencies. Plan to spend several hours in the exhibit hall viewing the displays and visiting with exhibitors.

Each registered delegate will have multiple opportunities to win great prizes. Drawings will take place throughout the day Thursday and Friday. Entry blanks will be in the registration materials that you must pick up at conference registration. You must be present to win. Rules and regulations will apply.

The IAPD/IPRA Soaring to New Heights Conference has one of the largest exhibition of any state park and recreation conference in the country. Be sure to visit!

EXHIBIT HALL HOURS

Thursday, January 25:

11:00 am – 5:00 pm, Grand Opening

12:00 pm – 12:30 pm; 4:00 pm – 5:00 pm (*Dedicated Hours*)

Friday, January 26:

9:00 am – 12:00 pm

11:00 am – 12:00 pm (*Dedicated Hour*)

1:00 pm – 3:30 pm

2:15 pm – 3:30 pm (*Dessert Reception and Dedicated Hours*)



HOUSING INFORMATION

Hyatt Regency Chicago (Host)

151 E. Wacker Drive

Chicago, Illinois 60601

Reservations (877) 803-7534

Group Code Refer to the group name IAPD/IPRA and group code **G-APKD** when making a reservation by phone.

Rates \$132 Single/Double; \$142 Triple; \$152 Quad

Note: Surcharges apply to upgraded room types including Deluxe, Regency Club and Business Plan rooms.

Swissôtel Chicago (Overflow)

323 E. Wacker Drive

Chicago, Illinois 60601

Reservations (888) 737-9477

Group Code Refer to the group code **IAPD0124** when making a reservation by phone.

Rates \$132 Single/Double; \$162 Triple; \$192 Quad

Note: Surcharges apply to upgraded room types including Lakeview and Corner King rooms.

For online reservations for either the Hyatt Regency Chicago or the Swissôtel Chicago, visit ILparksconference.com

Rooms are reserved on a first-come, first-served basis.

- The cut-off date for reservations for both the Hyatt and the Swissôtel is January 3, 2024. Reservations made after this date may be assessed at a higher rate and are subject to availability.
- One (1) night's room and tax advance deposit by check or credit card must accompany each reservation. This deposit is fully refundable on or before December 20, 2023. After this date there will be no refunds for cancelled rooms. The Joint Conference Committee implemented this policy in 1999 due to the high rate of rooms cancelled at the last minute.

Suites: IAPD member agencies or IPRA members interested in reserving a suite must first contact Cindy Galvan at IPRA (cindy@ilipra.org). Once IPRA has given approval, you will be put in contact with the Hyatt Regency Chicago directly.

Exhibitors interested in reserving a suite must first contact Sue Triphahn at IAPD (striphahn@ilparks.org). Once IAPD has given approval, you will be put in contact with the Hyatt Regency Chicago directly.

Note: Suites are very limited due to renovations.

GENERAL INFORMATION

MEETING SAFETY AND RESPONSIBILITY POLICY

IAPD/IPRA are committed to providing a safe, productive, and welcoming environment for all conference participants and staff. All participants are expected to abide by this Meeting Safety and Responsibility Policy. Please visit <https://www.ilparksconference.com> for full details.

PARKING

Overnight Attendees: Attendees staying overnight at the Hyatt Regency Chicago will receive a 50% discount off the existing published parking rate for overnight valet (no self-park on-site). Attendees staying overnight at the Swissôtel will receive a 50% discount off the existing daily parking rate (not applicable to self-park).

Daily Commuters: Delegates not staying at the hotels can park in any of the downtown garages at regular rates. Additional parking in the area can be viewed at www.chicagoparkingmap.com.

POLICY ON CHILDREN

To preserve a professional business environment and ensure a quality educational atmosphere at the IAPD/IPRA Soaring to New Heights Conference, no one under the age of 18 will be allowed to participate in pre-conference workshops, conference sessions, the Welcome Social or the Exhibit Hall. An exception will be made if the person is a speaker or a registered full or part-time college or university student, and is attending the conference for the purpose of professional development and networking opportunities.

POLICY ON MEMBERS AND NONMEMBERS

The following persons will be allowed to register at the member rate:

- Members of the Illinois Park & Recreation Association in current standing through 12/31/23. **IPRA memberships not renewed for 2024 will be assessed the difference between the member and non-member conference registration fees upon their check-in on-site at Conference Registration.**
- Commissioners/park board members, attorneys, board treasurers, and board secretaries of agencies that are members of the Illinois Association of Park Districts.
- A maximum of six **support** staff from IAPD member agencies (**"Support staff" is defined as front desk/clerical and maintenance personnel only.**) **Support Staff on-line registration promotional code is SUPPORT2024.**

Requests from other persons or agencies asking for member rates will be presented to the Joint Conference Committee for approval prior to conference.

RECORDING/VIDEOTAPING

Recording or videotaping from attendee smartphones or other electronic devices is not permitted during any part of the educational program, including pre-conference workshops, sessions, the Career Development Symposium, or the Keynote General Session.

REGISTRATION INFORMATION

Early Bird Registration Deadline Monday, December 11, 2023
Registration Deadline Monday, January 15, 2024

Registration Methods:

- Online at ilparksconference.com; online registration **must be** accompanied by credit card for payment.
- Complete the Advance Registration Form and mail it with credit card or check to 2024 IAPD/IPRA CONFERENCE, 1460 Renaissance Drive, Suite 209, Park Ridge, IL 60068

Registration Information:

- Mailed, and online registrations will be accepted until January 15, 2024.
- **IAPD/IPRA will not invoice agencies or individuals for conference registrations.**
- After registering you will receive an email confirmation with a bar code – **please bring this with you to conference.** This confirmation and a photo ID will be required to pick up your registration materials.
- Each registered delegate will receive their name badge and event tickets, and CLE coupons (if applicable) on-site at conference.
- Once on-site there will be a \$5 charge to reprint your name badge and **EVENT TICKETS WILL NOT BE REPRINTED. You must purchase new tickets at the current on-site price in order to attend any ticketed events.**
- You will not be permitted into conference workshops, sessions, or the Exhibit Hall without the proper name badge.

On-site Registration Hours:

- Thursday, January 25 8:00 am – 5:00 pm
- Friday, January 26 7:00 am – 5:00 pm
- Saturday, January 27 7:45 am – 12:00 pm

Registration Questions?

Contact CTE, our conference registration company, at either ilparks2024@cteusa.com or (847) 957-4255.



GENERAL INFORMATION

SPECIAL DIETS/ACCOMMODATIONS

Attendees with allergies should indicate their needs on the conference registration form. If you have questions or need additional assistance, please contact Cindy Galvan at Cindy@ilpra.org.

SPOUSE/GUEST PROGRAM AND REGISTRATION

All spouses or guests must register in order to participate in the conference, visit the exhibit hall, and attend special programs.

Spouses or guests must have no affiliation with or be employed by any park district, forest preserve, conservation, recreation or special recreation agency. Registration will include a name badge for admission to the Exhibit Hall, Welcome Social on Thursday, all 60-minute educational breakout sessions, and the Keynote General Session on Saturday. Tickets for the All-Conference Awards Luncheon and the Saturday evening Closing Social will be available for purchase. See page C32 for registration.

STUDENT EVENTS

Professional Connection
THURSDAY, JANUARY 25
6:00 pm – 7:00 pm

You won't want to miss this unique opportunity to network with professionals in the field. The Professional Connection provides a relaxed, social atmosphere and an informal setting for talking with and getting to know professionals currently working in your area of interest. It also provides a great opportunity to learn about current and upcoming internships. Everyone who attends will enjoy complimentary pizza and soda. To register, see page C32 of the registration form.

Mock Interviews/Resume Review

FRIDAY, JANUARY 26
10:00 am – 11:00 am

The Mock Interviews/Resume Review offers students the opportunity to receive critique on their resume, along with practice to improve their interviewing skills by being paired with a professional who will engage them in a simulated interview experience. At the conclusion of the interview, students will receive constructive feedback and advice to help them be more prepared and to do well in a real-life interview.

Matched student-professional pairs will be communicated with prior to the conference. Dedicated meeting space will be available on Friday, January 26 from 10:00 am – 11:00 am for the Mock Interviews/Resume Reviews to take place. However, since the goal is to help students connect and gain career advice from professionals, matched student-professional pairs are welcome to meet at a time and location that is most convenient for them.

In order to participate and be matched in the program, advance registration is required. See page C32 of the registration form.

VOLUNTEERS... CALLING ALL COMMISSIONERS, PROFESSIONALS AND STUDENTS!

We are recruiting volunteers for Conference Registration. If you are interested and have an hour or two to spare during conference, please send an email to Alan Howard (ahoward@ilparks.org) with the day(s)/time(s) you are available.





THURSDAY, JANUARY 25, 2024

CONFERENCE WORKSHOPS

10:00 am – 12:00 pm

All conference workshops award 0.2 CEUs. Pre-registration is required. Register online at ILparksconference.com or see page C30.

01 AI in the Parks and Recreation Industry: Embracing the Future

Speaker(s): Neelay Bhatt, Next Practice Partners; Jason Ellisalde, Next Practice Partners; Scott Crowe, Huntley Park District
Track: Leadership Management

This session will delve into the ways AI is transforming the industry, exploring specific examples and practical applications. Participants will gain valuable insights into the potential of AI technologies, ethical considerations, and strategies for successful integration. Through interactive discussions and real-world case studies, attendees will be equipped with the knowledge and tools to navigate the evolving landscape of the Parks and Recreation industry. Throughout the presentation, real-world examples and case studies will be shared to provide concrete illustrations of how AI is impacting the field. These examples will highlight the transformative power of AI in enhancing user experiences, improving operational efficiency, and driving innovation within the Parks and Recreation.

Learning Objectives:

Participants will be able to:

1. Understand the potential of AI technologies and their specific applications within the industry.
2. Recognize the ethical considerations and challenges associated with AI integration.
3. Gain strategies for successful AI adoption and change management, enabling them to leverage AI to enhance user experiences, optimize operations, and achieve organizational goals.

203 Salt Smart Certified Workshop for Park District Winter Maintenance Staff

Speaker(s): Hannah Miller, The Conservation Foundation; Jennifer Hammer, The Conservation Foundation; Jimmy Schmidt, Streamwood Park District
Track: Park and Natural Resource Management

Salt Smart Certified helps Park Districts keep visitors safe and lessen the impacts of chlorides, like rock salt, have on our natural and built environments from winter maintenance activities. Park Districts have important roles in the quality of life in our communities. Keeping people safe is a priority and can be challenging during and after winter storms. The Salt Smart Certified Workshop and accompanying Illinois Winter Maintenance Manual was developed to provide necessary tools winter maintenance staff need to be proactive, provide safe surfaces, and reduce environmental impacts through cost effective, industry accepted best practices. The interactive Salt Smart Certified Workshop includes topics such as: preseason planning, materials and liquids, key actions to take before, during, and after the storm, and more. Participating in this workshop and completing the post-workshop evaluation will count towards meeting the requirements for your Park District to be Salt Smart Certified.

Learning Objectives:

Participants will be able to:

1. Understand why and how chlorides impact the natural and built environment.
2. Identify industry specific terminology and practices that support Salt Smart outcomes at your Park District.
3. Increase knowledge of resources and support available to Park Districts.



306 Data Manipulation in Excel

Speaker(s): Marie Herman, MRH Enterprises LLC
Track: Finance/IT

You work with Excel every day. Have you ever wondered if there are features that you haven't explored that would save you hours of time and loads of frustration? Join us for this session as we delve into time saving ways to work with data in Excel, from combining to separating to custom sorting and so much more. Laptops are not recommended nor required; handouts will be provided.

Learning Objectives:

Participants will be able to:

1. Identify some of the various ways to combine data in Excel.
2. Discover advanced filter and custom sorting methods to see your data just the way you want.
3. Understand how to correct common formatting issues people experience working with Excel.

420 Problem Solving Change: Being Proactive vs Reactive with Transition

Speaker(s): Lydie Gutfeld, City of San Bernardino, CA
Track: Recreation

Dealing with transition and change can be the catapult to your quit and your team's burnout. Figuring out how to focus on the transition while understanding the fear of change can create a unity amongst your team. Supervisors, managers and department heads have been faced with the difficulty of maintaining staff levels and defining new roles with constant change and transition. Developing useful communication tools to implement with teams can prove effective in creating change agents. Be confident as you lead your team through the next big transition!

Learning Objectives:

Participants will be able to:

1. Identify a transition and its phases to better prepare for successful outcome.
2. Develop the communication skills necessary for becoming a change agent.
3. Improve presence as a leader through transition and change.



508

Run, Hide, Fight

Speakers(s): Carol Cadle, Carol Stream Police Department; Dino Heckermann, Carol Stream Police Department

Track: Therapeutic Recreation

It's an unfortunate reality - the threat of an active shooter or active assailant situation is very real, and no agency or individual is immune to the possibility. As we've seen on the news and here in Illinois, there's been numerous tragedies at schools, public events, and in the workplace. While we can't stop it from happening, we can certainly discuss and examine options to help mitigate the effects of these incidents at our agencies. Officers Cadle and Heckermann of the Carol Stream Police Department will help practitioners put together a real-world plan to keep everyone safe in the event of an active shooter or active assailant. Be intentional and be prepared because "seconds" count!

Learning Objectives:

Participants will be able to:

1. Outline and develop an effective response plan.
2. Explain how to activate a plan in an active shooter or active assailant situation.
3. Identify safe options in the event of an active shooter or assailant situation.

905

Bridging the Confidence Gap: How to Succeed at Upfront Communication

Speaker(s): Tiffany Olson, Workshops That Work

Track: Marketing/Communications

In her book *Playing Big*, author Tara Mohr describes the problem of the "confidence gap" this way: "Most women I know feel great pressure...to say what they really want to say, while also...being nice, ever flexible, ever calm." We've probably all been there — frustrated by a thousand thoughts preventing us from speaking up confidently when we need to. You can witness this with women hedging their ideas, disclaiming their opinions, or upspeaking their voices, all in an effort to curb any sense of seeming overbearing or confrontational. That's not to say there aren't confident women out there who are excelling when it comes to communication. And it's not to say there aren't men who struggle with confidence and speaking up. In this session, Tiffany will delve into, not just bridging the confidence gap between men and women, but she will also provide encouraging steps and takeaways for anyone, regardless of gender, to be a better upfront communicator and to have more confidence.

Learning Objectives:

Participants will be able to:

1. Identify confidence gaps and their significance in your life.
2. Understand why confidence gaps exist.
3. List the necessary steps to appear more confident in communication.

CONFERENCE WORKSHOPS

12:30 pm – 2:30 pm

All conference workshops award 0.2 CEUs. Pre-registration is required. Register online at ILparksconference.com or see page C30.

02

Responsible Leadership - Choosing How We Show Up for Others

Speaker(s): Kristin Strunk, Regent Leadership Group

Track: Leadership Management

Leadership isn't a position of authority. It isn't demonstrated in your job title. It isn't something you learn overnight. There are four principles for Responsible Leadership, and each of those principles needs to be practiced and demonstrated regularly to enhance team engagement, develop others through effective delegation and coaching, and create the environment that builds the next generation of leaders. Leadership impacts so much more than staff retention. Responsible Leadership can reduce burnout, ease performance conversations, simplify conflict resolution, and build confidence. Research from Harvard Business Review shows that if you are a good leader your impact on your team and your team's direct reports has positive ramifications throughout the organization. Whether you have been a leader for decades or you're just starting your journey, we have the opportunity for you to learn, reflect, and develop your action plan.

Learning Objectives:

Participants will be able to

1. Identify the four principles of Responsible Leadership.
2. Determine where you demonstrate the principles and their impact on others (not just your team).
3. Create an action plan for enhancing leadership style or determine how to become a leader.





THURSDAY, JANUARY 25, 2024

302

Helpful Tips for Understanding and Prioritizing OSHA Standards in Parks and Recreation

Speaker(s): Bill Hooker, PDMRA

Track: HR/Risk Management

Proactive employers look at OSHA compliance as a first step towards the implementation of safety systems and a culture of continuous improvement for the safety of all staff. Understanding and implementing OSHA standards can at times be confusing and difficult to prioritize the numerous standards that may apply to your organization. In this program we will highlight various OSHA related topics and provide common industry application of the topic. Through the use of case studies, pictures, hypothetical, checklists and group exercises, participants will identify standards applicable to their agency, discuss factors for prioritizing topics and create an implementation plan for an OSHA topic at their agency.

Learning Outcomes:

Participants will be able to:

1. Understand how various OSHA topics apply to their industry.
2. Better identify and prioritize OSHA topics that apply to their agency.
3. Create a goal for implementing an OSHA topic.

401

Collaboration Equity in a Hybrid Workplace

Speaker(s): Michael Gregory, MG Consulting LLC

Track: Recreation

Come join Michael Gregory as he presents The Collaboration Effect®, which discusses the importance of hybrid equity in the workplace, defines different types and styles of hybrid workers, and shares hybrid work trends to help you and your team navigate this new work world that is here to stay. Using breakout sessions, participants will have the opportunity to discuss how to apply lessons learned sooner rather than later for their own work environment.

Learning Objectives:

Participants will be able to:

1. Define Collaboration Equity and one's own place in this concept.
2. Apply three ideas for hybrid equity as they relate to the workplace.
3. Define three hybrid work trends for now and the future.

509

Having Hard Conversations: Rely on Relationships, Be Uncomfortable, and Do It Anyway

Speaker(s): Susan Mrazek, Consultant

Track: Therapeutic Recreation

This training discusses the strengths and challenges of having hard conversations. Administrators, educators, and parents are all critical adults in children's lives who need to be able to confidently address challenging topics together. Participants will learn the different components of a challenging conversation and what skills are helpful to strengthen before entering one. They will gain practice in outlining their points, using assertive voice, setting a goal, validating others, and learning to question personal thoughts and assumptions. They will walk away with tools to use when going into a challenging conversation as well as ways to handle their own emotions when involved in talks that are uncomfortable and necessary.

Learning Objectives:

Participants will be able to:

1. Identify and understand the different skills needed to embark on challenging conversations.
2. Practice planning a difficult conversation and having one inside a role play scenario.
3. Understand and practice several conflict prevention skills- engaged listening, active constructive responding, and assertive voice.





602

How to Implement F&B that Drives Cost Recovery

Speaker(s): Mike Holtzman, Profitable Food Facilities

Track: Facility Management

Food & Beverage programs help drive cost recovery in parks and recreation, so it's important for them to be successful. Some questions to ask as they relate to your program's ROI: How much does your agency rely on 3rd party food vendors? What is the criteria for identifying key menu items and will they engage your customers? Does your agency have a plan in place to help measure and achieve success now and long-term? Come join Mike Holtzman of Profitable Food Facilities as he discusses developing, implementing, and maintaining a successful F&B strategic plan that increases cost recovery, raises community engagement, and enhances park user experience.

Learning Objectives:

Participants will be able to:

1. Discover areas of improvement or development for current F&B operations.
2. Identify one or more food concepts that meet criteria for community engagement.
3. Develop, implement, and maintain an exceptional F&B strategic plan.

1000

Equitable Productive Conflict Resolution for People Managers

Speakers(s): Dr. Linda Henderson-Smith, ATC Consulting LLC; Jonelle Bailey, Sycamore Park District

Track: Diversity

One of the skills people managers need in order to equitably supervise teams is productive conflict resolution. Fear of conflict is one of the five dysfunctions of teams. If we want functional teams, we must learn how to face and resolve conflict in productive vs. destructive ways. This training will provide definition, steps, and practice to resolving conflict in productive ways to ensure our teams are safe places for staff to belong and thrive.

Learning Objectives:

Participants will be able to:

1. Define productive conflict and how it is connected to equitable leadership.
2. Describe why productive conflict resolution is required for teams to be functional.
3. Explain steps to resolving conflict productively.

1109

Unleashing Synergy: A Case Study in Transformation of the Willowbrook Wildlife Center

Speaker(s): Danielle Appelo, Wight & Company; Anamari Dorgan, Forest Preserve District of DuPage County; Stephanie Touzalin, Forest Preserve District of DuPage County

Track: Forest Preserve and Conservation

Owned by the Forest Preserve District of DuPage County, Willowbrook Wildlife Center provides care, rehabilitation, and medical treatment to native wildlife; supports the district's threatened and endangered species captive-rearing program; and is an environmental education resource for the public. To address the need to update the 42-year-old facility, the District committed to the design and construction of a clinic and visitor center, outdoor animal enclosures, wildlife gardens, and interpretive trails and immersive experiences in the surrounding forest preserve. This session will highlight the collaborative process between the District and Wight & Company to design and build a facility to enhance Willowbrook as a public resource, a project that is a true transformation in our approach to best practices in animal care and public communication. The improvements will underscore the critical message that healthy ecosystems are dependent on healthy wildlife populations and responsible human actions.

Learning Objectives:

Participants will be able to:

1. Understand the collaborative nature of design-build projects, highlighting how interdisciplinary teams work together throughout the project lifecycle.
2. Identify this project's unique challenges and how they were overcome through creative problem-solving and innovative solutions.
3. List lessons learned and best practices including successes, failures, and areas for improvement.



SESSIONS AT-A-GLANCE

Please visit ilparksconference.com for session dates and times.

BOARDSMANSHIP

- Boardmanship Essentials, Part I
- Boardmanship Essentials, Part II
- Board Member to Board Leader, Part 1
- Board Member to Board Leader, Part 2
- Frequently Asked Questions about Robert's Rules of Order at Meetings
- Government Finance for Non-Finance Park and Recreational Leaders
- Having a Healthy and Prosperous Relationship with your Executive Director
- Role of Board Members and Leadership in a Crisis
- The Importance of Diversity, Equity & Inclusion at our Agencies — Part I
- The Importance of Diversity, Equity & Inclusion at our Agencies — Part II
- The Importance of the Board Policy Manual: Why You Need One and What You Can Do with It
- Using Robert's Rules of Order in Your Meetings

DIVERSITY, EQUALITY & INCLUSION

- Allyship: From Support to Action
- Building a Robust Commitment to DEIA and Getting Results in a Diverse Community
- Is Your Park District Gay Enough?
- Keep it 100 without Trippin', No Cap!
- Promoting Vendor Diversity at Your Agency
- The Goal of Belonging: Implementing DEI Within Your District's Summer Camps & Rec Programming
- The Look of the 'NEW' Professional
- Veteran Inclusive Programming - Yes, Women Served Too!

FACILITY MANAGEMENT

- #banthebinder - Taking Your Operations into the Cloud
- Committing to Zero: Lessons Learned from Net Zero Energy Buildings
- Connecting with Your Gen Z Team
- Concession Stands: Pain or Profit?
- Crisis Management for Active Threat Situations
- Facility Rentals Panel: The Ins & Outs of Renting Space to the Public
- Healthy Communities, Parks and Splashpads
- Pickleball Palooza: What is the Big Dill?
- Sustainable Aquatic Design & Delivery in an Unpredictable Construction Market
- Take a New Look: Applying the Diamond of Care and Visual Literacy to Inspections and Maintenance
- To Game or Not to Game? Planning Successful eSports Programs and Spaces

FINANCE/INFORMATION TECHNOLOGY

- Advanced Video Camera Solutions to Take your Park District or Forest Preserve to the Next Level
- Attackers Versus Defenders: How They React in Real Time
- Building Security Technology
- Collaboration Transformation & The Employee Experience
- Financing the Fun: An introduction to Municipal Bonds
- Fundamentals of IT Security for Everyone
- Innovation Oasis: Embracing AI for Next-Level Recreation
- Investing Park District Dollars: Maximizing Impact & Returns — SPEED SESSION
- Legal and Economic Update - New Laws, Economic Trends & Impact Financings for Park Projects
- Personal Finance for the Parks and Recreation Professional
- Thinking About a Bond Referendum? What to do and Where to Start
- What to Look for When Evaluating a Financing Proposal

FOREST PRESERVE & CONSERVATION

- Break Out of Your Shell: Working Across Departments for Richer Engagement
- Connect Your Public to Nature's Recipe for Restoration
- Green from the Outside In
- "It's Dangerous to Go Alone! Take This!" - Gamification Marketing Strategies
- Naperville Park District Stream Restoration Case Study — SPEED SESSION
- The Challenges of Prescribed Burning in Urban Areas of Illinois
- The Living Map
- Under Pressure - The Region's Green Vision for Restoration, Resilience and Equitable Access
- Utilizing GIS for Planning, Management, and Analysis of Prescription Burns

GOVERNANCE/LEGAL

- Agency State Accreditation - A Blueprint for Excellence!
- Bidding and Managing a Successful Construction Project
- Concrete to Green: How a Government Partnership is Turning a Commercial Site into a Events Park
- Critical Thinking About Accessibility and Inclusion
- Is it Easy Being Green? Exploring Renewable Energy Supply Options
- Legal/Legislative Part I
- Legal/Legislative Part II
- Not In My Park! Regulating Controversial Park Activities
- Planning for a Referendum: Available Options, Key Points and Milestones
- Real Estate 101
- Social Media & the Law: Facebook? Instagram? X?
- The Necessity of Video Surveillance in Parks and Facilities
- Why do I have to Go Through Zoning Approval Processes?

SESSIONS AT-A-GLANCE

Please visit ilparksconference.com for session dates and times.

HR/ RISK MANAGEMENT

- Controlling the Chaos of Your Outlook Inbox
- Evanston Lakefront: A New Chapter and Collaboration
- How to Not Only Apply for Your Dream Job - But Get It: Best Kept Secrets from a Marketer
- Parental Leave & Benefit Offerings - How to Remain Competitive in a Changing Environment
- Park & Recreation Compensation Survey: Get to Know This Valuable Resource
- Planning the Perfect Panel Interview - Enhancing the Candidate Experience – SPEED SESSION
- The Future of Parks and Rec: Winning the War for Talent in the Next Phase
- "You're Fired!" - What to do Before Uttering These Words

LEADERSHIP/MANAGEMENT

- Affiliates: A Blessing or a Curse?
- Attributes of a Great Leader
- All Minds Matter: Integrating Wellness in the Workplace – SPEED SESSION
- Building a Culture of Innovation and Inclusion
- Conflict Unpackaged
- Cultivating a Campfire Culture
- Delegation IS Leadership
- Design, Implement and Fund a Sustainable Financial Assistance Program
- Girl Power - Are You Ready? Get Set and Lead!
- Girl Power - Get Your Questions Answered!
- iLearn: The Makings of a Sustainability Project Proposal – SPEED SESSION
- Laughter as Medicine: Using Comedy for Staff Wellbeing and Managing Burnout
- Leadership Games – SPEED SESSION
- No One Cares About Your Data
- NRPA | IAPD | IPRA Executive Directors' Roundtable
- Psychological Safety: Your Leadership Reflection
- Q&A is the Best Way to National Certification Exam Success
- Strategic Leadership While Facing a Crisis
- Succession Planning is Dead! Long Live Succession Planning!

MARKETING & COMMUNICATION

- 10 Lessons About Marketing I Learned from It's Always Sunny in Philadelphia
- Crowdfund Your Marketing: How Enlisting the Public Can Help You Achieve More
- Designing Marketing Strategies for Young Kids and "Younger" Seniors
- How NOT to be Boring with your Marketing Outreach Booth: 25 Booth-Boosting Tips
- Improving Customer Feedback Systems
- Marketing and Communications Roundtable 1.0
- Marketing and Communications Roundtable 2.0
- Rising Above the Rest: Transforming Parks Through Smart Drone Use
- Selling Sponsorship in Style: The Do's and Don'ts
- Sponsorships: It Takes a Team
- "Survey Says...!" Best Practices for Community Surveys and Public Engagement
- Web Accessibility and the American with Disabilities Act – SPEED SESSION

PARKS & NATURAL RESOURCE MANAGEMENT

- 2024 IDNR Grant Outlook and Success Grant Submission
- Advancements in Water Feature Management
- All Charged Up: Everybody's Talking about Electrification
- Celebration and Stewardship of Your Nature Preserve
- Kids Around the World - Building a Generation of Hope
- Park Maintenance Round Table — SPEED SESSION
- Planning, Design, Construction, and Management for a Sustainable Synthetic Turf Sports Complex
- Planning for Capital Project Grants
- The Future of Urban Forestry in the Parks
- Tournaments: The Challenge and Reward of Hosting Large-Scale Athletic Tournaments at Your Parks

RECREATION

- Bridging The Gap Between Marketing and Recreation: Episode 3
- Building a Positive Culture in your Summer Camp
- CHAMPS! Classroom/Group Management from the Classroom into Recreation!
- CHAMPS - Redesigning your Preschool and School Age Behavioral Systems
- Cures for the Common Survey
- Designing Surveys to Obtain Usable Data
- Early Childhood, Nature, and the Park District
- Fitness and Wellness Program Management
- Forward Thinking Aquatics
- Going Digital- EPACT — SPEED SESSION
- How to Make the Most Efficient Use of Event Space
- How to Plan an Event: Steps, Tips and Checklists
- Just Be in The Room
- Official Officials: Officiating in Parks and Recreation
- Our Volunteers are Out of this World!
- Reimagining Success in Youth Sports
- The Future Is Inclusion
- The Secret Sauce to Successful Programming "It's in There"
- Trend Check for Rec
- Unleashing Revenue Potential: Harnessing Data & Automation for Tennis & Pickleball Success — SPEED SESSION

THERAPEUTIC RECREATION

- Prioritizing Mental Health: Empowering Your Organization
- Reframing Your Programs Through a Trauma Informed Lens
- Soaring to New Heights with The Alliance and Self Advocacy!
- "Squirrel!" Staying Focused with a Coworker Who has ADHD — SPEED SESSION
- SRA Budgeting 101
- The Healing Power of SOUL: Sharing of Unconditional Love and the Human-Animal Bond
- Transform Your Trainings
- What the ACC?

KEYNOTE GENERAL SESSION

Keynote General Session with Charles Clark

Saturday, January 27, 2024

9:00 am – 10:00 am

CEUs: 0.1



About the Speaker

Charles Clark is a motivational speaker, creator of the Thrive Planner, and bestselling author. Before becoming an international speaker, Charles was one of the fastest men in the world. He is a 3x NCAA National Championship and USA Track and Field Championships silver medalist. Now, as a mindset expert, Charles shows athletes, entrepreneurs, and companies how to win in life. Today, Charles Clark teaches people how to use adversity to build greater strength, success, and fulfillment.

Adversity Makes You Stronger

How To Change Your Perspective on Adversity and Use It to Become Relentless

Charles knows a thing or two about facing adversity. At a young age, he was recognized as one of the fastest men in the world. He won the NCAA Nationals and one of the fastest athletes in the world and was on the verge of signing a shoe deal. That was until he faced a career-ending injury that left him broken and feeling like he lost his life purpose.

Charles later realized that the adversity he was facing would be the very thing to propel him into his greatest purpose yet: to use his story to impact and encourage people all over the world who felt like he did.

In this empowering and motivating session, you will learn:

- How to shift your perception on adversity and use it to make you a better, more fulfilled person
- The one skill you need to become less impacted by setbacks
- The most important habits that amplify your confidence, happiness, and peak performance
- The power of decision-making and what choices lead to gaining momentum on your goals
- The science behind our behaviors and how to reprogram your mindset
- How to be empowered and uplifted to become your best self
- How to build a magnetic influence on those you lead and feel good about it
- Relearn the meaning of success to avoid burnout

KEYNOTE GENERAL SESSION



2024 Conference Registration Form

Register online at ilparksconference.com

Faxed or mailed registration forms will be accepted until January 15, 2024.

☐ I am completing this form on behalf of the attendee and would like a copy of the receipt; email to: _____

SECTION I. ATTENDEE INFORMATION

NAME _____ TITLE _____

NICKNAME FOR BADGE _____ AGENCY _____

MAILING ADDRESS, CITY, STATE, ZIP _____

PHONE _____ ATTENDEE EMAIL ADDRESS (ONE EMAIL PER REGISTRATION FOR MOBILE APP ACCESS) _____

CERTIFICATIONS: ☐ AFO ☐ CPO ☐ CPRE ☐ CPRP ☐ CPSI ☐ CTRS

MEMBER: ☐ IAPD ☐ IPRA ☐ NON-MEMBER

MEMBER RATES: All registrations are checked for membership status. Refer to the Policy on Members and Non-Members on page C7.

Is this your first time attending the IAPD/IPRA Soaring New Heights Conference? ☐ Yes ☐ No

If "No," how many years have you attended ☐ 2-5 ☐ 6-9 ☐ 10-15 ☐ 16+

Pronoun on badge: ☐ he/his ☐ she/her ☐ they/their ☐ ze/zir ☐ None

IAPD/IPRA makes available the email addresses of conference attendees to conference exhibitors who provide products and services to the park and recreation field. ☐ Please check here if you prefer your email address to NOT be provided.

ADA COMPLIANCE / SPECIAL MEAL ACCOMMODATION: If you have any special accessibility/meal requirement, please provide a brief description below. For requests pertaining to your hotel/lodging needs, please contact the Hyatt or Swiosotel directly when booking your room. _____

Emergency Contact (REQUIRED): Name: _____ Relationship: _____ Phone: _____

SECTION II. PRE-CONFERENCE WORKSHIPS - THURSDAY, JANUARY 25, 2024 (Enrollment is limited - REGISTER EARLY!)

ID#	TITLE	FEE
10:00 am – 12:00 pm		
01	AI in the Parks and Recreation Industry: Embracing the Future	<input type="checkbox"/> \$85
203	Salt Smart Certified Workshop for Park District Winter Maintenance Staff	<input type="checkbox"/> \$85
306	Data Manipulation in Excel	<input type="checkbox"/> \$85
420	Problem Solving Change: Being Proactive vs Reactive with Transition	<input type="checkbox"/> \$85
508	Run, Hide, Fight	<input type="checkbox"/> \$85
905	Bridging the Confidence Gap: How to Succeed at Upfront Communication	<input type="checkbox"/> \$85
12:30 pm – 2:30 pm		
02	Responsible Leadership - Choosing How We Show Up for Others	<input type="checkbox"/> \$85
302	Helpful Tips for Understanding and Prioritizing OSHA Standards in Parks and Recreation	<input type="checkbox"/> \$85
401	Collaboration Equity in a Hybrid Workplace	<input type="checkbox"/> \$85
509	Having Hard Conversations: Rely on Relationships, Be Uncomfortable, and Do It Anyway	<input type="checkbox"/> \$85
602	How to Implement F&B that Drives Cost Recovery	<input type="checkbox"/> \$85
1000	Equitable Productive Conflict Resolution for People Managers	<input type="checkbox"/> \$85
1109	Unleashing Synergy: A Case Study in Transformation of the Willowbrook Wildlife Center	<input type="checkbox"/> \$85
SECTION II SUBTOTAL		\$

OVER →

SECTION III. CONFERENCE REGISTRATION						
	EARLY (BY 12/11/23)		REGULAR (12/12/23 – 01/15/24)		ON-SITE (AFTER 1/15/24)	
PACKAGE	MEMBER	NON-MEMBER	MEMBER	NON-MEMBER	MEMBER	NON-MEMBER
Full	<input type="checkbox"/> \$365	<input type="checkbox"/> \$670	<input type="checkbox"/> \$430	<input type="checkbox"/> \$800	<input type="checkbox"/> \$470	<input type="checkbox"/> \$880
No Frills	<input type="checkbox"/> \$310	<input type="checkbox"/> \$560	<input type="checkbox"/> \$365	<input type="checkbox"/> \$670	<input type="checkbox"/> \$420	<input type="checkbox"/> \$780
Thursday Only	<input type="checkbox"/> \$150	<input type="checkbox"/> \$260	<input type="checkbox"/> \$165	<input type="checkbox"/> \$290	<input type="checkbox"/> \$180	<input type="checkbox"/> \$315
Friday Only	<input type="checkbox"/> \$270	<input type="checkbox"/> \$485	<input type="checkbox"/> \$300	<input type="checkbox"/> \$545	<input type="checkbox"/> \$325	<input type="checkbox"/> \$595
Saturday Only	<input type="checkbox"/> \$290	<input type="checkbox"/> \$525	<input type="checkbox"/> \$320	<input type="checkbox"/> \$585	<input type="checkbox"/> \$345	<input type="checkbox"/> \$635
Student	<input type="checkbox"/> \$150	<input type="checkbox"/> \$250	<input type="checkbox"/> \$150	<input type="checkbox"/> \$250	<input type="checkbox"/> \$150	<input type="checkbox"/> \$250
Retiree	<input type="checkbox"/> \$175	<input type="checkbox"/> \$390	<input type="checkbox"/> \$185	<input type="checkbox"/> \$415	<input type="checkbox"/> \$215	<input type="checkbox"/> \$490
Guest/Spouse	<input type="checkbox"/> \$175	<input type="checkbox"/> \$175	<input type="checkbox"/> \$185	<input type="checkbox"/> \$185	<input type="checkbox"/> \$215	<input type="checkbox"/> \$215
A LA CARTE TICKET OPTIONS					QTY.	
<ul style="list-style-type: none"> • Friday, Awards Luncheon Ticket (includes one (1) dessert ticket) • Friday, Dessert Ticket (dessert served in the Exhibit Hall immediately following the luncheon) • Friday, Awards Luncheon Preferred Agency Seating (non-refundable fee) <ul style="list-style-type: none"> - Specify preferred agency table OR preferred legislative table (if you will be inviting a legislator to join your agency). • Saturday, Closing Social Ticket • CLE Credit Packages (3=\$45; 4=\$60; 7=\$105; 8=\$120) ARDC # _____ 					<input type="checkbox"/> \$70 x _____ \$ _____ <input type="checkbox"/> \$20 x _____ \$ _____ <input type="checkbox"/> \$50 x _____ \$ _____ <input type="checkbox"/> Agency <input type="checkbox"/> Legislative \$125 x _____ \$ _____ <input type="checkbox"/> \$45 <input type="checkbox"/> \$60 <input type="checkbox"/> \$105 <input type="checkbox"/> \$120	
SECTION III SUBTOTAL					\$	

SECTION IV. SPECIAL EVENT REGISTRATION (Space is limited - REGISTER EARLY!)		
Professional Connection: Thursday, January 25, 6:00 pm – 7:00 pm (see page C9 for details.)		
PCS	Professional Connection – Student	<input type="checkbox"/> N/C
PCP	Professional Connection – Professional	<input type="checkbox"/> N/C
Mock Interviews/Resume Review: (see page C9 for details.)		
MIS	Mock Interviews/Resume Review – Student	<input type="checkbox"/> N/C
MIP	Mock Interviews/Resume Review – Professional	<input type="checkbox"/> N/C

Instructions: Enter the subtotal from each section.
Add Section II – IV line totals together
to get the total amount now due.

SECTION II: CONFERENCE WORKSHOPS	\$
SECTION III: CONFERENCE REGISTRATION	\$
SECTION IV: SPECIAL EVENTS	\$ N/C
TOTAL AMOUNT DUE	\$

IF PAYING BY CHECK, MAIL REGISTRATION FORM(S) WILL BE ACCEPTED UNTIL JANUARY 15, 2024 AT:
2024 IAPD/IPRA CONFERENCE
 1460 Renaissance Drive, Suite 305, Park Ridge, IL 60068

**FOR QUESTIONS OR TO MODIFY AN EXISTING REGISTRATION, EMAIL ILPARKS2024@CTEUSA.COM
 OR CALL (847) 957-4255**

IMPORTANT REGISTRATION INFORMATION

REGISTRATION FOR CONFERENCE AND ANY FEE-BASED CONFERENCE WORKSHOPS MUST BE DONE AT THE SAME TIME.

	Full Package	No Frills	Thursday Only	Friday Only	Saturday Only	Student/Retiree	Spouse/Guest
All-Conference Awards Luncheon (Friday)	✓						
Closing Social (Saturday)	✓				✓		
60-Minute Sessions * (Thursday-Saturday)	✓	✓	✓**	✓***	✓****	✓	✓
Exhibit Hall Admission (Thursday & Friday)	✓	✓	✓**	✓***		✓	✓
Keynote General Session (Saturday)	✓	✓	✓	✓	✓	✓	✓
Welcome Social (Thursday)	✓	✓	✓	✓	✓	✓	✓

* 2-hour workshops not included and are available for an additional fee.

** 60-minute sessions and access to Exhibit Hall on Thursday only.

*** 60-minute sessions and access to Exhibit Hall on Friday only.

**** 60-minute sessions on Saturday only.

FULL – Includes All-Conference Awards Luncheon ticket, Thursday - Saturday 60-minute sessions, Closing Social ticket, admission to the Exhibit Hall, Keynote General Session, and Welcome Social.

NO FRILLS – Includes Thursday - Saturday 60-minute sessions, Keynote General Session, admission to the Exhibit Hall, and Welcome Social.

THURSDAY ONLY – Includes Thursday 60-minute sessions, admission to the Exhibit Hall, Welcome Social, and Keynote session.

FRIDAY ONLY – Includes Friday 60-minute sessions, admission to the Exhibit Hall, Welcome Social, and Keynote Session.

SATURDAY ONLY – Includes Saturday 60-minute sessions, Welcome Social, Keynote Session, and Closing Social ticket.

STUDENTS/RETIREES – Includes Thursday - Saturday 60-minute sessions; admission to the Exhibit Hall; Welcome Social, and Keynote Session.

GUEST/SPOUSE/FAMILY/FRIEND (Must not be affiliated with or employed by any park and recreation agency.) Includes Thursday - Saturday 60-minute sessions, admission to the Exhibit Hall, Welcome Social, and Keynote Session.

CANCELLATION POLICY:

Cancellations must be submitted in writing and received by December 22, 2023, in order to receive a refund less a processing fee of \$25. Refund requests received after this date will be reviewed on a case-by-case basis.

ADDITIONAL REGISTRATION POLICIES:

- IAPD/IPRA will not invoice agencies or individuals for conference registrations.
- Please complete a separate registration form for each individual registering.
- Participants wishing to change workshops must pay the difference for a higher workshop or forfeit the difference for a lesser workshop.
- Pre-registration ends JANUARY 15, 2024. In order to receive the discounted pre-registration fee(s), registration forms must be postmarked or faxed by JANUARY 15, 2024. On-site registration begins at 7:30 am on January 25, 2024.
- The deadline for Preferred Agency Seating is JANUARY 15, 2024. No preferred seating will be taken on-site.
- ADA Compliance/Special Meal Accommodation: Attendees with special needs/meal requests should indicate their requirements on the conference registration form. If you have questions or need additional assistance, please contact Cindy Galvan at Cindy@ilipra.org.

POLICY ON MEMBERS AND NON-MEMBERS

The following persons will be allowed to register at the member rate:

- Members of the Illinois Park and Recreation Association in current standing through 12/31/23. **IPRA memberships not renewed for 2024 will be assessed the difference between the member and non-member conference rates. If there is an outstanding balance on an attendee's registration account at the start of the virtual conference, access to the platform will not be permitted. No refunds will be given.**
- Commissioners/park board members, attorneys, board treasurers, and board secretaries of agencies that are members of the Illinois Association of Park Districts.
- A maximum of six **support** staff from IAPD member agencies. **"Support staff" is defined as clerical/front desk and maintenance personnel only. Support staff on-line registration promotion code is SUPPORT2024.**

Requests from other persons or agencies asking for member rates will be presented to the Joint Conference Committee for approval prior to conference.

QUESTIONS:

- Email your question to ilparks2024@cteusa.com or call (847) 957-4255. **Be sure to reference the IAPD/IPRA conference.**

CONSENT TO CONFERENCE POLICIES

As a condition of attending the Soaring to New Heights Conference and to help protect the health and safety of yourself and others, all participants will be required to comply with protocols and conference policies that are in effect when the event takes place.

All participants will also be required to sign an acknowledgement of personal responsibility form prior to, and as a condition of, being admitted to the conference.

Any individual who refuses to adhere to health and safety protocols and conference policies or who refuses to submit a signed personal acknowledgement of personal responsibility form will not be admitted to, or be removed from, the conference without receiving a refund.

CONSENT TO USE PHOTOS AND OTHER REPRODUCTIONS

By registering for, participating in or attending IAPD/IPRA meetings or other activities, an individual irrevocably agrees to the use and distribution by IAPD/IPRA of his or her image or voice in photographs, video recordings, audio recordings and any other electronic reproductions of such events and activities for any purpose without inspection or approval and without compensation, right to royalties or any other consideration now and in the future.

Event photography provided by JHyde Photography.



2024 EXHIBITORS

COMPANY	BOOTH#	COMPANY	BOOTH#
5/3 Bank	344	ExoFit Outdoor Fitness	613
AED Professionals	609	Farnsworth Group, Inc.	419
All Inclusive Rec LLC	325	Fehr Graham	226
American Ramp Company	530	FGM Architects Inc.	600
American Red Cross Training Services	320	F.H. Paschen	605
Anthony Roofing - Tecta America	114	FieldTurf	519
Aqua Pure Enterprises, Inc.	431	ForeverLawn Chicago	137
Aquatic Design Partners	738	Frederick Quinn Corporation	310
Baird Public Finance	448	Geese Chasers Chicago	348
Balanced Environments Inc.	712	 Gewalt Hamilton Associates	713
 BCI Burke	122	Gold Medal Products	315
Bear Construction Company	223	GovDeals	714
Berliner Seilfabrik Play Equipment Corporation	157	GovHR USA	450
BerryDunn	522	GRAEF	337
Bid Evolution	412	H2I Group	233
Blick Art Materials	720	Halogen Supply Company	438
Bluestem Ecological Services	324	Harbour Contractors, Inc.	202
Bounce Houses R Us	705	Harris Local Government	614
Brock USA	346	Havenshine Technologies, Inc.	906
Bronze Memorial Company	216	Henry Bros. Co.	444
Byrne & Jones Construction	733	Hey and Associates	316
Camosy Construction	601	 Hitchcock Design Group	410
Capri Pools & Aquatics	426	HR Source	205
Central Parks	634	IHC Construction Companies LLC	222
Chicago Backflow	611	Illinois Association of Park District (IAPD)	503
CivicPlus	434	Illinois Park & Recreation Association (IPRA)	500
Columbia Cascade Company	147	Illinois Public Risk Fund	734
ComEd Energy Efficiency Program	246	 Imagine Nation LLC	525
Commercial Recreation Specialists	304	IPARKS	411
CommunityPass	834	iStrike by AnythingWeather	610
 Confluence, Inc.	446	IZONE IMAGING	523
Cordogan Clark & Associates	143	Jeff Ellis and Associates, Inc.	300
Correct Digital Displays, Inc.	118	 JSD Professional Services	334
Counsilman-Hunsaker	323	Kahler Slater	308
 Cunningham Recreation	804	Kankakee Nursery	527
Custom Bridges and Boardwalks	604	Keeper Goals	339
CXT Concrete Buildings	700	Kiefer USA	606
 DaySmart Recreation	621	KI Furniture	245
Design Perspectives, Inc.	708	Kwikgoal	338
Dewberry	119	Lake Country Corporation	332
Direct Fitness Solutions	540	LeadingIT	529
Divine Signs	214	Legat Architects	349
 DLA Architects, Ltd.	220	Leopardo Companies	427
Doty & Sons Concrete Products, Inc.	319	Lincoln Aquatics	615
Drury Lane Theatre	622	Local Government Health Plan	453
DuraPlay, Inc.	916	MAD BOMBER FIREWORKS	620
Engineering Resource Associates, Inc.	343	Matrix Fitness	115
Entertainment Concepts	917	Mesirow Financial, Inc.	436
 Eriksson Engineering Associates, Ltd.	430	Midwest Commercial Fitness	203
EVP Academies, LLC	201	Most Dependable Fountains with Play Design Scapes	333

2024 EXHIBITORS



COMPANY

BOOTH#

Musco Sports Lighting	532
MyRec.com Recreation Software	204
Nevco Sports, LLC	920
NiceRink	340
Nicholas & Associates	311
Norwalk Concrete Industries	352
NuToys Leisure Products, Inc	420
Omega II Fence Systems	336
Original Watermen - Vista, CA	833
Outdoor-Fit Exercise Systems	327
Paddock Pool Equipment	428
Parkreation Inc.	449
PDRMA	303
Perfect Turf LLC	145
Perkins&Will	638
Perry Weather	409
PFM Asset Management LLC/ IPDLAF+ Class	401
Planning Resources Inc.	424
Playcraft Systems LLC	631
Playground Guardian	806
PMA Financial Network, LLC	219
Productive Parks LLC	632
Products 4 Parks	612
Progressive Business Solutions	321
Pyrotecnico	322
Rain Drop Products	235
Ramuc/Tuff Coat Paint div of MRT	730
RCP SHELTERS, INC	120
RecDesk, LLC	240
Record--A-Hit Entertainment	404
Recreonics, Inc.	421
Reinders	407
Romtec	524
Scharm Floor Covering	230
School Health/Palos Sports	520
SCORE SPORTS	624
Sikich	539
Smart Industry Products	330
Soccer Made In America	309
Sourcewell	719
Spartan Sports Lighting	820
Spear Corporation	639
Speer Financial, Inc.	239
Splashtacular	819
Sport Court Midwest	149
Sportsfields, Inc.	237
Stageline	627
Stalker Sports Floors	706
Starfish Aquatics Institute	243

COMPANY

BOOTH#



Stifel Public Finance	925
Studio GC Architecture + Interiors	103
Team REIL Inc.	715
The Davey Tree Expert Company	602
The Pizzo Group	244
The Spargo Group	629
TinyMobileRobots	607
ToolWatch	345
TRIA Architecture, Inc.	521
Triple H Mulch and Firewood LLC	312
Tyler Technologies, Inc.	608
Univar Solutions MiniBulk	314
University of Wisconsin-La Crosse	640
Upland Design Ltd	215
Vermont Systems	531
Visual Image Photography	423
Vortex Aquatic Structures International	619
Water Technology, Inc. (WTI)	538
W.B. Olson Inc.	329
Wight & Company	429
Williams Architects	603
Wintrust Financial Corporation	526
Wold Architects and Engineers	356
WT Group	400
Xplor Recreation	811



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= Conference A-La-Carte Sponsor

Exhibitors as of September 2022



Oak Brook Park District

BOARD MEETING AGENDA ITEM –HISTORY/COMMENTARY	
ITEM TITLE: AMENDING PERSONNEL POLICY MANUAL SECTION 4.28 WORK-RELATED EXPENSE REIMBURSEMENT	AGENDA NO.: <u>8.B.</u> MEETING DATE: <u>OCTOBER 16, 2023</u>
STAFF REVIEW:	Chief Financial Officer, Marco Salinas: <u>Marco Salinas</u>
RECOMMENDED FOR BOARD ACTION:	Executive Director, Laure Kosey: <u>Laure Kosey</u>
ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY): At the November 15, 2021 Board of Park Commissioners meeting, the Board approved the creation of Section 4.28 Work-Related Expense Reimbursement of the District's Personnel Policy Manual. This section was created to clarify and address specific requirements that many Illinois employers, including the District, must follow, per the Illinois Wage Payment and Collection Act (820 ILCS 115/). This Act addresses various topics including the payment of wages, and the reimbursement of business expenses to covered employees.	
ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS): The accompanying excerpt of the District's Personnel Policy Manual reflects the proposed amendments (identified in red font) to section 4.28. This amending language clarifies the District's policy for reimbursing employees for the purchase of eligible safety and non-safety apparel.	
ACTION PROPOSED: For review and Discussion Only.	

4.28 Work-Related Expense Reimbursement (New 11/15/2021)

This Policy is designed to assist employees in reporting and receiving reimbursement for reasonable out-of-pocket expenses incurred while conducting business for, or on behalf of the District. Generally, the Park District anticipates that most employees will not need to incur business expenses in order to perform their job duties. Employees that have been issued a District purchasing card (P-card) should make a reasonable attempt to use such P-card to pay for any necessary business expenses before deciding to pay for such expenses out-of-pocket.

The District expects employees to act responsibly and professionally when incurring business expenses. The District will reimburse employees for reasonable out-of-pocket expenses incurred on behalf of the District and that are pre-approved by either the Superintendent, Department Director, or Executive Director ("supervisor"). This includes, for example, travel, mileage, tools, uniforms, airfare, accommodations, meals, and purchases made on behalf of the District. —Employees must exercise care to avoid impropriety or the appearance of impropriety and adhere to the District's existing purchasing policies, when applicable. Reimbursement is allowed only when reimbursement has not been, and will not be, received from other sources.

Employees must adhere to the following general guidelines in order to be reimbursed for any expenses:

- The District will reimburse employees only for reasonable expenses incurred to discharge their job duties, that inure for the primary benefit of the District and that have been pre-approved by the employee's supervisor. In addition, full-time employees that are not currently approved for a remote work arrangement in accordance with Personnel Policy Manual Section "4.27 Working Remotely – Telecommuting", may also be eligible to receive reimbursement for the costs to purchase eligible safety apparel and non-safety apparel, up to a maximum cost of \$250.00 per fiscal year (12-month period). If the District determines that any portion of a reimbursable purchase is taxable income to the employee, the District shall reimburse the employee an additional 20% of the taxable reimbursement amount. -
- Original receipts or other documentation evidencing the out-of-pocket expenses are required for reimbursement. Such documentation shall contain sufficient detail to provide the vendor name, a description of the goods and/or services purchased, the quantity and prices of the goods and/or services, and the date that such purchases occurred. If original documents cannot be provided, employees must submit a signed statement explaining the reason such documents are not available.
- All requests for reimbursements and supporting documentation must be submitted to the Finance Department within thirty (30) days of incurring the expense. Expenses not submitted within thirty (30) days may be ineligible for reimbursement and such determination will be arrived at on an individual basis.
- Any reimbursement that exceeds the actual cost incurred by the employee must be returned to the District within thirty (30) days of reimbursement.

When submitting business meal expenses for reimbursement, please include:

- The business purpose, and/or

- The names of the participants and their affiliations or other information establishing a business relationship with the individual incurring the expense.

- Please refer to *Personnel Policy Manual Section 3.10 Professional Development and Reimbursement of Expenses* for more detailed guidelines.

If an employee does not comply with the above guidelines, or an expense is not pre-approved by the District, the employee may be denied reimbursement. In addition, if an expense is incurred as a result of an employee's own negligence or misconduct, such expense may not be reimbursed by the District. Falsification of any expense reimbursement, supporting documentation or other misrepresentations in connection with a request for expense reimbursement is subject to discipline, up to and including discharge, regardless of the falsification's discovery date. Employees will be required to repay the District for reimbursements improperly obtained by the employee.

Certain employees are required by the Park District to have mobile devices or other tools in order to perform their job duties. The Park District will either provide Park District-owned mobile devices or tools to such employees or reimburse them for a portion of their monthly expenses (subject to the guidelines in *Personnel Policy Manual Section 6.11 Work-Related Cell Phone Policy*). If you have any questions about whether you are required to have a mobile device or certain tools to perform your job duties and/or if you are eligible for reimbursement for such expenses, please contact the department Director.

Employees that use personal vehicles for work-related travel will be reimbursed at the federal IRS mileage reimbursement rate if all of the requirements above are met, including that the work-related travel has been approved in advance by their immediate supervisor. Employees will be reimbursed only for mileage in excess of an employee's normal commute to the office.

It is the intention of the District that this policy serves as an "accountable plan" (as described by the IRS) so as to allow employees to exclude such reimbursements from taxable income; however, each employee should consult their own tax advisor to determine how any such reimbursements will affect him/her personally in that regard.

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Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: EMPLOYEE HEALTH INSURANCE CONTRACT

AGENDA No.: 8. C.

MEETING DATE: OCTOBER 16, 2023

STAFF REVIEW:

Human Resource Manager, Linda Noonan:

Marc Seline on behalf of Linda N.

RECOMMENDED FOR BOARD ACTION: Executive Director, Laure Kosey:

Laure Kosey

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

Our one-year contract with BlueCross BlueShield (BCBS) health insurance expires on December 31, 2023. All full-time employees as well as part-time employees working at least 1,560 hours/FY are eligible for health insurance benefits.

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

Our insurance broker, One Digital, has been negotiating with BCBS to establish the medical insurance premiums for the January 1, 2024 through December 31, 2024 benefit year. Based on the number of existing participating employees, and the mix of coverage types and levels (i.e., HMO, PPO, Employee only, family, etc.), BCBS has proposed rates that would result in a 9.62% increase in total premiums. One Digital continues to work with BCBS on potential premium reductions and will provide the District with final cost information in advance of the November 13, 2023 Board Meeting.

Our current fiscal year budget (May 1, 2023 - April 30, 2024), reflects a cost increase of 10%, over the prior year's (2022) actual premiums.

ACTION PROPOSED:

For Review and Discussion Only.



Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: RESOLUTION 23-1114: A RESOLUTION AUTHORIZING AND APPROVING A CHANGE ORDER INVOLVING A CHANGE IN THE COMPLETION DATE IN THE CONTRACT WITH INTEGRAL CONSTRUCTION, INC. FOR THE CENTRAL PARK CONCESSION/RESTROOM/ STORAGE BUILDING.

AGENDA No.: 8 D

MEETING DATE: OCTOBER 16, 2023

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

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RECOMMENDED FOR BOARD ACTION: Executive Director, Laure Kosey:

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

The following change order request (COR #5) involves a change in the final completion date of the restroom/storage/concession building, and is germane to the project.

While work on the project has continued throughout the summer, recent weather interruptions as well as unexpected delays on windows ordered for the dormer structures on the restroom building necessitate this change. COR#5 constitutes change order #3 on this project.

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

COR#5 is a no-cost change. The original anticipated completion date was August 11, 2023. The new anticipated completion date is November 15, 2023. Staff and the general contractor anticipate much of the project being complete prior to this new date, but the extended time allows for completion of final punch list items and any further delays in materials or fixtures.

ACTION PROPOSED: For Review and Discussion Only.

RESOLUTION NO. 23-1114
A RESOLUTION AUTHORIZING AND APPROVING A CHANGE ORDER
INVOLVING A CHANGE IN THE COMPLETION DATE IN THE CONTRACT
WITH INTEGRAL CONSTRUCTION, INC.
FOR THE CENTRAL PARK CONCESSION/ RESTROOM/STORAGE BUILDING

WHEREAS, during the February 20, 2023 Board Meeting, the Board of Commissioners accepted the bid and authorized an agreement between the Oak Brook Park District and Integral Construction, Inc. for the Central Park Concession/Restroom/Storage Building Project (“the “Project”), with a completion date of August 11, 2023, and

WHEREAS, the Executive Director has presented and recommended the following proposed Change Order to the Contract between the District and Integral construction, Inc. modifying the completion date and a copy of said change order being attached hereto as Exhibit “A” and made part hereof, to the District’s Board of Park Commissioners (“Board”), and

WHEREAS, upon the Board’s approval of Change Order 3, the new completion date for the Central Park Concession/Restroom Storage Building Project would be: November 15, 2023.

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. That after reviewing the explanation of the Executive Director as to the necessity of and reason for the Change Order 3 attached hereto as Exhibit “A,” the Board finds as follows:

- A. That the circumstances which necessitated said change order was not reasonably foreseeable at the time the contract was entered into.
- B. That the basis of the change order was not within the contemplation of the contract when the contract was signed.
- C. That it is in the best interest of the District to approve the change order in its proposed form.
- D. That the change order is germane to the original contract.

SECTION 2. That having made the findings set forth in Section 1 above, the Board hereby approves the Change Order 3 attached hereto as Exhibit “A,” and directs and authorizes the Board’s President to execute said Change Order 3 on behalf of the District.

Resolution 23-1114 continued:

PASSED AND APPROVED THIS 13th DAY OF NOVEMBER, 2023.

AYES: _____

NAYS: _____

OTHER: _____

Sharon Knitter, President

ATTEST:

Laure Kosey, Secretary

Exhibit A
Change Order #3
(Integral Construction, Inc. COR # 5)



320 Rocbaar Drive
Romeoville, IL 60446
(O) 844-317-7403
(F) 844-317-7402

CHANGE ORDER REQUEST

Monday, October 2, 2023

Project: Central Park Phase II - Support Building
Location: 1315 Kensington Rd., Oak Brook, IL 60523
Owner / Agent: Oak Brook Park District
1450 Forest Gate Rd.
Oak Brook, IL 60523

COR #: 005
COR Description: Contract Time Extension
Schedule Impact: (96) Calendar Days

DIVISION	SCOPE DESCRIPTION	QTY	UNIT	COST
01-0000	Contract Time			
	Extend final completion from August 11th, 2023 to November 15th, 2023	1.00	ls	\$ -

COR Subtotal \$ -

General Requirements	5.0000%	\$ -
Liability Insurance	1.5000%	\$ -
Builders Risk Insurance	0.0000%	\$ -
Performance & Payment Bond	1.5000%	\$ -
Fee	5.0000%	\$ -

COR GRAND TOTAL \$ -

Signed _____ Owner / Agent

Date

Signed _____ Integral Construction, Inc.

Date



Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: RESOLUTION 23-1115: A RESOLUTION AUTHORIZING AND APPROVING A CHANGE ORDER INVOLVING A CHANGE IN THE COMPLETION DATE IN THE CONTRACT WITH INTEGRAL CONSTRUCTION, INC. FOR THE CENTRAL PARK PHASE II PROJECT.

AGENDA No.: 8 E

MEETING DATE: OCTOBER 16, 2023

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

A handwritten signature in black ink, appearing to read "Bob Johnson", written over a horizontal line.

RECOMMENDED FOR BOARD ACTION: Executive Director, Laure Kosey:

A handwritten signature in black ink, appearing to read "Laure Kosey", written over a horizontal line.

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

The following change order request (COR #7) involves a change in the final completion date of the Phase II project at the north athletic fields, and is germane to the project.

While work on the project has continued throughout the summer, recent weather interruptions as well as coordination with work on the restroom building necessitate this change. COR#7 constitutes change order #4 on this project.

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

COR#7 is a no-cost change. The original anticipated completion date was August 11, 2023. The new anticipated completion date is November 15, 2023. Staff and the general contractor anticipate much of the project being complete prior to this new date, but the extended time allows for any unexpected delays, particularly related to weather.

ACTION PROPOSED: For Review and Discussion only.

RESOLUTION NO. 23-1115
A RESOLUTION AUTHORIZING AND APPROVING A CHANGE ORDER
INVOLVING A CHANGE IN THE COMPLETION DATE IN THE CONTRACT
WITH INTEGRAL CONSTRUCTION, INC.
FOR THE CENTRAL PARK PHASE II PROJECT

WHEREAS, during the February 20, 2023 Board Meeting, the Board of Commissioners accepted the bid and authorized an agreement between the Oak Brook Park District and Integral Construction, Inc. for the Central Park Phase II Project (“the “Project”), with a completion date of August 11, 2023, and

WHEREAS, the Executive Director has presented and recommended the following proposed Change Order to the Contract between the District and Integral construction, Inc. modifying the completion date and a copy of said change order being attached hereto as Exhibit “A” and made part hereof, to the District’s Board of Park Commissioners (“Board”), and

WHEREAS, upon the Board’s approval of Change Order 4, the new completion date for the Central Park Concession/Restroom Storage Building Project would be: November 15, 2023.

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. That after reviewing the explanation of the Executive Director as to the necessity of and reason for the Change Order 4 attached hereto as Exhibit “A,” the Board finds as follows:

- A. That the circumstances which necessitated said change order was not reasonably foreseeable at the time the contract was entered into.
- B. That the basis of the change order was not within the contemplation of the contract when the contract was signed.
- C. That it is in the best interest of the District to approve the change order in its proposed form.
- D. That the change order is germane to the original contract.

SECTION 2. That having made the findings set forth in Section 1 above, the Board hereby approves the Change Order 4 attached hereto as Exhibit “A,” and directs and authorizes the Board’s President to execute said Change Order 4 on behalf of the District.

Resolution 23-1115 continued:

PASSED AND APPROVED THIS 13th DAY OF NOVEMBER, 2023.

AYES: _____

NAYS: _____

OTHER: _____

Sharon Knitter, President

ATTEST:

Laure Kosey, Secretary

Exhibit A
Change Order #4
(Integral Construction, Inc. COR # 7)



320 Rocbaar Drive
Romeoville, IL 60446
(O) 844-317-7403
(F) 844-317-7402

CHANGE ORDER REQUEST

Monday, October 2, 2023

Project: Central Park Phase II - Sitework
Location: 1315 Kensington Rd., Oak Brook, IL 60523
Owner / Agent: Oak Brook Park District
1450 Forest Gate Rd.
Oak Brook, IL 60523

COR #: 007
COR Description: Contract Time Extension
Schedule Impact: (96) Calendar Days

DIVISION	SCOPE DESCRIPTION	QTY	UNIT	COST
01-0000	Contract Time			
	Extend final completion from August 11th, 2023 to November 15th, 2023	1.00	ls	\$ -

COR Subtotal \$ -

General Requirements	0.0000%	\$ -
Liability Insurance	0.0000%	\$ -
Builders Risk Insurance	0.0000%	\$ -
Performance & Payment Bond	0.0000%	\$ -
Fee	0.0000%	\$ -

COR GRAND TOTAL \$ -

Signed _____ Owner / Agent

Date

Signed _____ Integral Construction, Inc.

Date



Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: AGREEMENT WITH KLUBER ARCHITECTS + ENGINEERS FOR THE CENTRAL PARK WEST FACILITY RENOVATIONS PROJECT (REQUIRES WAIVING THE BOARD RULES TO APPROVE AT THIS MEETING)

AGENDA No.: 8 F

MEETING DATE: OCTOBER 16, 2023

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):

In August of 2023, Kluber Architects performed a study at the Central Park West facility, which focused on accessibility and inclusivity of the entrance, lobby, and restrooms inside the building. At the request of Park District staff, Kluber investigated the feasibility of renovating the restrooms in such a way that they could serve both the interior and exterior of the building. As a result of this study, Kluber provided several renovation options to the district. The preferred design will make the entrance to the building accessible by adding a push-button door opener and expansion of the entrance foyer. A reception area and sensory space will be created within the front lobby. The existing north restroom will be converted into two individual all-gender restrooms which can only be accessed from the exterior of the building. The south restroom will be expanded with a small building addition. This space will be an all-gender restroom with privacy stalls and a separate and private single-user restroom. The anticipated costs for these renovations is approximately \$450,000.

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

The project timeline is as follows:

Design and construction documents: December 2023

Project bidding: January 2024

Begin construction: May 2024

Final completion: September 2024

Staff recommends approving the amendment to the professional services agreement (the proposal) from Kluber Architects for design through project completion as outlined in the attached amendment. This agreement amends the memorandum of understanding (Kluber Proposal 230810.01) dated August 21, 2023, and is subject to the terms and conditions of the 2019 Kluber Master Agreement.

ACTION PROPOSED: A motion (and a second) to Waive the Board's Rules to Approve, at this Meeting, the Agreement with Kluber Architects and Engineers for the Central Park West Facility Renovations Project. A motion (and a second) to approve the Agreement with Kluber Architects and Engineers for the Central Park West Renovations Project for a total cost not-to-exceed \$39,625.

AIA[®] Document B101[™] – 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)

Kluber, Inc.
10 South Shumway Avenue
Batavia, IL 60510

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

This is a Master Agreement between Owner and Architect for Projects assigned to the Architect by Owner. Once Owner authorizes a Project, this Agreement shall govern the Project and all required phases of services, unless otherwise provided in writing in the Memorandum of Understanding ("MOU"). The MOU shall provide the specific Project scope, fee, and terms and conditions for the specific Project in addition to or in lieu of those contained in this Master Agreement. All MOU issued for a specific Project shall be attached as Exhibit A to this Agreement.

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
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
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.)

This Agreement is based on the initial information set forth in Exhibit A, the Memorandum of Understanding ("MOU") for the Project. To the extent of any inconsistency, conflict or discrepancy between the Master Agreement and the MOU, Exhibit A, the MOU, shall control. The term "Project" as used herein shall mean the Project authorized by the MOU, Exhibit A.

§ 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 Exhibit A, the MOU for the Project.

§ 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.)

See Exhibit A, the MOU for the Project.

Init.

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

.1 Design phase milestone dates, if any:

See Exhibit A, the MOU for the Project.

.2 Construction commencement date:

See Exhibit A, the MOU for the Project.

.3 Substantial Completion date or dates:

See Exhibit A, the MOU for the Project.

.4 Other milestone dates:

See Exhibit A, the MOU for the Project.

§ 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.)

Competitively bid in accordance with applicable public bidding and contracting requirements.

§ 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.)

See Exhibit A, the MOU for the Project.

§ 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.)

For any Projects for Owner's Tennis Center:

Alin Pop

Oak Brook Park District

1450 Oak Forest Gate Road

Oak Brook, IL 60523

T: 630-645-9510

Email: apop@obparks.org

For the Family Recreation Center Ceiling Project:

Dave Thommes

Oak Brook Park District

1450 Oak Forest Gate Road

Oak Brook, IL 60523

T: 630-645-9534

Email: dthommes@obparks.org

Init.

§ 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:

As identified in Exhibit A, the MOU for the Project, if any.

.2 Civil Engineer:

As identified in Exhibit A, the MOU for the Project, if any.

.3 Other, if any:

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

As identified in Exhibit A, the MOU for the Project, if any.

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

Charli Johnsos
Kluber, Inc.
10 South Shumway Avenue
Batavia, IL 60510
T: 630-406-1213
Email: cjohnsos@kluberinc.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

Init.

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

As identified in Exhibit A, the MOU for the Project, if any.

.2 Mechanical Engineer:

As identified in Exhibit A, the MOU for the Project, if any.

.3 Electrical Engineer:

As identified in Exhibit A, the MOU for the Project, if any.

§ 1.1.11.2 Consultants retained under Supplemental Services:

As identified in Exhibit A, the MOU for the Project.

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

See Exhibit A, the MOU for the Project.

§ 1.2 The Owner and Architect may rely on the initial information contained in Exhibit A, the MOU for the Project. Both parties, however, recognize that the initial information may materially change and, in that event, the Owner and the Architect shall by subsequent written amendment to Exhibit A, the MOU for the Project, 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 the Initial Information.

(Paragraphs deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement and in Exhibit A, the MOU for the Project. 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 as may be required by law for the scope of Basic Services. The scope of Basic Services to be provided by the Architect includes those services and other deliverables as specified in Exhibit A, the MOU for the Project. Exhibit A, the MOU for the Project is incorporated into this Agreement by this reference. To the extent the Exhibit A conflicts with this Agreement, Exhibit A controls.

§ 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 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 but only to the extent that any costs are due to the negligence of the Architect. 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 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 **\$1,000,000** for each occurrence and **\$2,000,000** in the aggregate. 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, 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 with the exception of professional services). Owner shall be included as an additional 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 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

Init.

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. Architect has advised Owner that its deductibles are \$25,000 for Professional Liability; \$5,000 for Employment Practices and \$500 for BAPP. Architect shall promptly notify the Owner of any increase in any of its deductibles during the term of this Agreement and if such increase is unacceptable to the Owner, Owner may terminate the Agreement upon seven days prior written notice to Architect.

.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) recoverable under applicable law, caused by the negligent acts or omissions of Architect, 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 or other third party not included herein. 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. To the extent permitted by law, 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 Architect's Basic Services consist of the architectural services described in this Article 3 and Exhibit A, the MOU for the Project, and may include usual and customary structural, mechanical, plumbing, fire protection and electrical engineering services as set forth in Exhibit A. Services not set forth in Exhibit A the MOU for the Project as part of the Basic Services are Supplemental or Additional Services. To the extent this Article 3 and the MOU for the Project conflict with respect to Architect's scope of Basic Services, the MOU shall control.

Init.

§ 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. Architect represents that all work will be performed in accordance with the Illinois Architecture Practice Act, current edition and all rules and regulations promulgated thereunder.

§ 3.1.3 As soon as practicable after execution of Exhibit A, the MOU for the Project, 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, 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. Notwithstanding, if Owner proposes to take such action without the Architect's approval, and Architect knows of such action and believes such action may be detrimental to the architectural, structural and/or functional aspects of the completed Project, the Architect shall so inform the Owner, in writing and with specificity, as soon as is reasonably practicable.

§ 3.1.5 The Architect shall 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 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 caused by the Architect's negligent 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.

§ 3.2 Schematic Design Phase Services (if applicable)-

§ 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

Init.

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 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 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 (if applicable)-

§ 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 architectural, and if so required by the MOU, Exhibit A for the Project, structural, mechanical, plumbing, fire protection 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.

§ 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.

§ 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 documents 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 afford the Owner, and its counsel, the opportunity to review and comment upon the instructions to bidder, bidding forms, bidding requirements, and supplementary conditions in sufficient time to permit any changes deemed necessary by Owner prior to their being published and available to the bidding public.

§ 3.4.7 Notwithstanding anything to the contrary contained in this Agreement, the Owner's review and acceptance (or approval) of any and all documents or other matters required herein shall be for the sole purpose of furnishing the Architect with information as to Owner's objectives and goals with respect to the Project. Such review and acceptance (or approval) shall not be for determining the propriety, accuracy, of completeness of the Architect's work; shall not create any liability on the part of the Owner for errors, omissions or inconsistencies or other fault in the Architect's work.

§ 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, if specified in Exhibit A, the MOU for the Project, 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, unless a longer period is required by Exhibit A, the MOU for the Project.

§ 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 as required in the MOU, Exhibit A, for the Project, to become generally familiar with the progress and quality 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 observed deviations from the Contract Documents from the most recent construction schedule submitted by the Contractor, and (2) any observed 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 standard of care provided in this Agreement, that, to the best of the Architect's knowledge, information and belief, and 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 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 material 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.

§ 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 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, for the purpose of ascertaining if the submittals conform to the Contract Documents. Where appropriate, the Architect's consultants shall review and approve submittals. 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 the Construction Manager's responsibility. 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,

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- 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.

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. The Architect shall provide the listed Supplemental Services only if specifically authorized in writing by the Owner in the MOU, Exhibit A, or in a subsequent writing signed by both parties, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in the MOU, Exhibit A, as part of the Basic Services, 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	
§ 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	

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 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	
§ 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	

§ 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.)

See Exhibit A, the MOU for the Project.

§ 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.)

See Exhibit A, the MOU for the Project.

(Paragraph deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of Exhibit A, the MOU for the Project 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 in Exhibit A, the MOU for this Project, 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 See Exhibit A, the MOU for this Project for the number of visits 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 See Exhibit A, the MOU for this Project) 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

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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.

§ 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 subsoil 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 the MOU for the Project, Exhibit A, and shall be adjusted throughout the Project as required under Sections 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 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

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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 Project's Instruments of Service, including any in electronic format, on other projects or provide the Project's Instruments of Service, including any in electronic format, to third parties for their use on other projects or (b) upon termination of the Architect's services for the Project before completion of the Construction Documents phase, use the Project's Instruments of Service, including any in electronic format, for completion of the 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 for the Project and make, or cause to be made by others, changes or modifications to the Construction Documents completed by Architect 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 for 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.

The Owner acknowledges that the Architect is a corporation and agrees that any claim made by the Owner arising out of this Agreement shall be made against the Architect and not against any director, officer or employee of the Architect.

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 The Parties may mutually agree to non-binding mediation as a method of dispute resolution. If the Parties do not mutually agree to non-binding mediation, the method of dispute resolution shall be in accordance with Section 8.2.4.

§ 8.2.2 Reserved.

§ 8.2.3 Reserved.

§ 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 the MOU for this Project, Exhibit A. 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 or services under Exhibit A, the MOU for the Project 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 or Exhibit A, the MOU for the Project, 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. .

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§ 9.7

(Paragraphs deleted)

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§ 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 and Exhibit A, the MOU for the Project, 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 for a Project 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.

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§ 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 and Exhibit A, the MOU for the Project, 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. Exhibit A, the MOU for the Project submitted 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, Exhibit A, the MOU for the Project, 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.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Paragraphs deleted)

As set forth in Exhibit A, the MOU for the Project

§ 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.)

As set forth in the MOU, Exhibit A, for the Project.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

As set forth in the MOU, Exhibit A, for the Project.

§ 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 fifteen percent (15 %), 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 (%)
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.)

In accordance with the Hourly Rates set forth in the MOU, Exhibit A, for the Project..

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 an amount set forth in Exhibit A, the MOU for the Project without prior written approval of Owner. Architect shall provide all supporting documentation of said Reimbursable Expenses .

§ 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 and Exhibit A, the MOU for the Project. 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 The Architect and the Owner agree that a provision containing substantially the following language will be

inserted in the Contract Documents in the interests of both parties:

"To the fullest extent by law, the Contractor shall waive any right of contribution and shall indemnify and hold harmless the Owner, the Architect and their employees and consultants from and against all claims, damages, losses and expenses, including, but not limited to attorneys' fees and economic or consequential damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any intentional wrongful act or any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused 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 exist as any party or person described in the Contract.

In any and all claims against the Owner or Architect or any of the employees and consultants by any employee of the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph of the Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts.

Claims, damages, losses and expenses' as these words are used in the Contract shall be construed to include, but not to limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by any Supplementary General Conditions; and (3) time expended by the party being indemnified and their employees, at their usual rates plus consists of travel, long distance telephone and reproduction of documents."

§12.3 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.

§12.4 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.

§12.5 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.

§12.6 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

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completion of Architect's work shall be extended by the period of resulting delay.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement and Exhibit A, the MOU for the Project 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.)

Exhibit A – The Memorandum of Understanding ("MOU") issued for the Project.

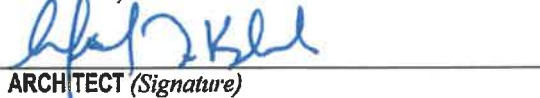
This Agreement entered into as of the day and year first written above.

OAK BROOK PARK DISTRICT


OWNER (Signature)

Laure L. Kosey, Executive Director
(Printed name and title)

KLUBER, INC.


ARCHITECT (Signature)

MICHAEL T. Klubert, PRESIDENT
(Printed name, title, and license number, if required)

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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 11:57:17 ET on 03/22/2019.

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

...

Kluber, Inc.
10 South Shumway Avenue
Batavia, IL 60510

...

(Name, location and detailed description)

This is a Master Agreement between Owner and Architect for Projects assigned to the Architect by Owner. Once Owner authorizes a Project, this Agreement shall govern the Project and all required phases of services, unless otherwise provided in writing in the Memorandum of Understanding ("MOU"). The MOU shall provide the specific Project scope, fee, and terms and conditions for the specific Project in addition to or in lieu of those contained in this Master Agreement. All MOU issued for a specific Project shall be attached as Exhibit A to this Agreement.

PAGE 2

This Agreement is based on the initial information set forth in Exhibit A, the Memorandum of Understanding ("MOU") for the Project. To the extent of any inconsistency, conflict or discrepancy between the Master Agreement and the MOU, Exhibit A, the MOU, shall control. The term "Project" as used herein shall mean the Project authorized by the MOU, Exhibit A.

...

See Exhibit A, the MOU for the Project.

...

See Exhibit A, the MOU for the Project.

PAGE 3

See Exhibit A, the MOU for the Project.

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See Exhibit A, the MOU for the Project.

...

See Exhibit A, the MOU for the Project.

...

See Exhibit A, the MOU for the Project.

...

Competitively bid in accordance with applicable public bidding and contracting requirements.

...

See Exhibit A, the MOU for the Project.

...

For any Projects for Owner's Tennis Center:

Alin Pop

Oak Brook Park District

1450 Oak Forest Gate Road

Oak Brook, IL 60523

T: 630-645-9510

Email: apop@obparks.org

For the Family Recreation Center Ceiling Project:

Dave Thommes

Oak Brook Park District

1450 Oak Forest Gate Road

Oak Brook, IL 60523

T: 630-645-9534

Email: dthommes@obparks.org

PAGE 4

NA

...

As identified in Exhibit A, the MOU for the Project, if any.

...

As identified in Exhibit A, the MOU for the Project, if any.

...

As identified in Exhibit A, the MOU for the Project, if any.

...

Charli Johnsos

Kluber, Inc.

10 South Shumway Avenue
Batavia, IL 60510
T: 630-406-1213
Email: cjohnsos@kluberinc.com

PAGE 5

As identified in Exhibit A, the MOU for the Project, if any.

...

As identified in Exhibit A, the MOU for the Project, if any.

...

As identified in Exhibit A, the MOU for the Project, if any.

...

As identified in Exhibit A, the MOU for the Project.

...

See Exhibit A, the MOU for the Project.

§ 1.2 The Owner and Architect may rely on the ~~Initial Information~~ initial information contained in Exhibit A, the MOU for the Project. Both parties, however, recognize that the ~~Initial Information~~ initial information may materially change and, in that event, the Owner and the Architect shall by subsequent written amendment to Exhibit A, the MOU for the Project, 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 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~~ Agreement and in Exhibit A, the MOU for the Project. 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~~ professionals as may be required by law for the scope of Basic Services. The scope of Basic Services to be provided by the Architect includes those services and other deliverables as specified in Exhibit A, the MOU for the Project. Exhibit A, the MOU for the Project is incorporated into this Agreement by this reference. To the extent the Exhibit A conflicts with this Agreement, Exhibit A controls.

§ 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 but only to the extent that any costs are due to the negligence of the Architect. 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 \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. 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, 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 with the exception of professional services). Owner shall be included as an additional 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 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. Architect has advised Owner that its deductibles are \$25,000 for Professional Liability; \$5,000 for Employment Practices and \$500 for BAPP. Architect shall promptly notify the Owner of any increase in any of its deductibles during the term of this Agreement and if such increase is unacceptable to the Owner, Owner may terminate the Agreement upon seven days prior written notice to Architect.

.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) recoverable under applicable law, caused by the negligent acts or omissions of Architect, 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 or other third party not included herein. 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. To the extent permitted by law, 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 ~~these~~ the architectural services described in this Article 3 and Exhibit A, the MOU for the Project, and may include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services, plumbing, fire protection and electrical engineering services as set forth in Exhibit A. Services not set forth in Exhibit A the MOU for the Project as part of the Basic Services are Supplemental or Additional Services. To the extent this Article 3 and the MOU for the Project conflict with respect to Architect's scope of Basic Services, the MOU 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. Architect represents that all work will be performed in accordance with the Illinois Architecture Practice Act, current edition and all rules and regulations promulgated thereunder.

§ 3.1.3 As soon as practicable after the date of this Agreement, execution of Exhibit A, the MOU for the Project, 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, 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. Notwithstanding, if Owner proposes to take such action without the Architect's approval, and Architect knows of such action and believes such action may be detrimental to the architectural, structural and/or functional aspects of the completed Project, the Architect shall so inform the Owner, in writing and with specificity, as soon as is reasonably practicable.

§ 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 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 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 caused by the Architect's negligent failure to follow applicable laws, codes and regulations in execution of all of Architect's services pursuant to this Agreement.~~

PAGE 9

§ 3.2 Schematic Design Phase Services (if applicable)-

PAGE 10

§ 3.3 Design Development Phase Services (if applicable)-

§ 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 architectural, ~~structural, mechanical and if so required by the MOU, Exhibit A for the Project, structural, mechanical, plumbing, fire protection 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.~~

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 documents to include in the project manual and will compile the project manual.~~

...

§ 3.4.6 The Architect shall afford the Owner, and its counsel, the opportunity to review and comment upon the instructions to bidder, bidding forms, bidding requirements, and supplementary conditions in sufficient time to permit any changes deemed necessary by Owner prior to their being published and available to the bidding public.

§ 3.4.7 Notwithstanding anything to the contrary contained in this Agreement, the Owner's review and acceptance (or approval) of any and all documents or other matters required herein shall be for the sole purpose of furnishing the Architect with information as to Owner's objectives and goals with respect to the Project. Such review and acceptance (or approval) shall not be for determining the propriety, accuracy, or completeness of the Architect's work; shall not create any liability on the part of the Owner for errors, omissions or inconsistencies or other fault in the Architect's work.

...

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:

...

- .4 organizing ~~and~~ and, if specified in Exhibit A, the MOU for the Project, conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 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.~~ Payment, unless a longer period is required by Exhibit A, the MOU for the Project.

§ 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.

PAGE 12

§ 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, as required in the MOU, Exhibit A, for the Project,~~ 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 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~~ observed 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 observed 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.

§ 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 standard of care provided in this Agreement, that, to the best of the

Architect's knowledge, information and belief, and 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 material 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.

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

PAGE 13

§ 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 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, ~~but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents, for the purpose of ascertaining if the submittals conform to the Contract Documents.~~ Where appropriate, the Architect's consultants shall review and approve submittals. 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 the Contractor's Construction Manager's responsibility. 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.

...

§ 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.
PAGE 14

- .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.

...

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically ~~designated in the table below as the Architect's responsibility, authorized in writing by the Owner in the MOU, Exhibit A, or in a subsequent writing signed by both parties,~~ 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 MOU, Exhibit A, as part of the Basic Services, the parties agree that the listed Supplemental Service is not being provided for the Project.

PAGE 15

See Exhibit A, the MOU for the Project.

...

See Exhibit A, the MOU for the Project.

§ 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~~ Exhibit A, the MOU for the Project 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.

PAGE 16

- .1 Services necessitated by a change in the Initial ~~Information, Information in Exhibit A, the MOU for this Project,~~ 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;
- ...
- .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 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 ~~(—) See Exhibit A, the MOU for this Project for the number of visits to the site by the Architect~~ 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 ~~(—) See Exhibit A, the MOU for this Project)~~ 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.

PAGE 17

~~§ 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 The~~ 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 I, 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.~~

PAGE 18

§ 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.

§ 6.2 The Owner's budget for the Cost of the Work is provided in ~~Initial Information, the MOU for the Project, Exhibit A,~~ 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 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 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 Project's Instruments of Service, including any in electronic format, on other projects or provide the Project's Instruments of Service, including any in electronic format, to third parties for their use on other projects or (b) upon termination of the Architect's services for the Project before completion of the Construction Documents phase, use the Project's Instruments of Service, including any in electronic format, for completion of the 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 for the Project and make, or cause to be made by others, changes or modifications to the Construction Documents completed by Architect 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 for 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.

PAGE 19

§ 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. 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.

The Owner acknowledges that the Architect is a corporation and agrees that any claim made by the Owner arising out of this Agreement shall be made against the Architect and not against any director, officer or employee of the Architect.

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 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. 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. The Parties may mutually agree to non-binding mediation as a method of dispute resolution. If the Parties do not mutually agree to non-binding mediation, the method of dispute resolution shall be in accordance with Section 8.2.4.

§ 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 parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Reserved.

PAGE 20

[x] Litigation in a court of competent jurisdiction pursuant to Article 8

...

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~~ If 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~~, the MOU for this Project, Exhibit A. 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.

...

~~§ 9.5~~ The Owner may terminate this Agreement or services under Exhibit A, the MOU for the Project 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 or Exhibit A, the MOU for the Project, 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 and Exhibit A, the MOU for the Project, 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 for a Project 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 and Exhibit A, the MOU for the Project, 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. Exhibit A, the MOU for the Project submitted 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. Exhibit A, the MOU for the Project, 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.

PAGE 23

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

() % 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)
As set forth in Exhibit A, the MOU for the Project

...

As set forth in the MOU, Exhibit A, for the Project.

PAGE 24

As set forth in the MOU, Exhibit A, for the Project.

§ 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 fifteen percent (15 %), 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.

...

In accordance with the Hourly Rates set forth in the MOU, Exhibit A, for the Project..

PAGE 25

- .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 an amount set forth in Exhibit A, the MOU for the Project 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:~~
~~(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 and Exhibit A, the MOU for the Project. 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 The Architect and the Owner agree that a provision containing substantially the following language will be inserted in the Contract Documents in the interests of both parties:

"To the fullest extent by law, the Contractor shall waive any right of contribution and shall indemnify and hold harmless the Owner, the Architect and their employees and consultants from and against all claims, damages, losses and expenses, including, but not limited to attorneys' fees and economic or consequential damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any intentional wrongful act or any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused 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 exist as any party or person described in the Contract.

In any and all claims against the Owner or Architect or any of the employees and consultants by any employee of the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph of the Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts.

Claims, damages, losses and expenses' as these words are used in the Contract shall be construed to include, but not be limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by any Supplementary General Conditions; and (3) time expended by the party being indemnified and

their employees, at their usual rates plus consists of travel, long distance telephone and reproduction of documents."

§12.3 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.

§12.4 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.

§12.5 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.

§12.6 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.

PAGE 27

§ 13.1 This Agreement and Exhibit A, the MOU for the Project 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.

...

Exhibit A – The Memorandum of Understanding ("MOU") issued for the Project.

This Agreement entered into as of the day and year first written above.

OAK BROOK PARK DISTRICT

KLUBER, INC.

...

841767

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 11:57:17 ET on 03/22/2019 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.

(Signed)

(Title)

(Dated)

August 21, 2023

Bob Johnson
Director of Parks and Planning
Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523

Re: Memorandum of Understanding
Central Park West Facility – ADA Upgrades – Study Phase
Kluber, Inc. Proposal No. 230810.01

Dear Mr. Johnson:

Thank you for the opportunity to present this Proposal for Professional Services for the above referenced Project. It is our understanding that the Project involves the study of the ADA Improvements to the entrance vestibule and restrooms at the Central Park West Facility.

OVERVIEW OF PROJECT SCOPE

The Project consists of providing ADA needs that must be addressed to serve their "SRA" Special Use Recreation programs. The Owner needs to upgrade the entrance vestibule and the restrooms. They would like to have one restroom (north), currently a female restroom, serve only outside and the male (south) restroom only serve the inside. They would like to investigate options for gender neutral if possible based on fixture counts and space. Expansion of the restrooms may need to be required. The study phase will review options and budgets to allow the Owner to include in future capital planning. Once a solution is determined, supplemental design fees will be provided to prepare the bid and permit documents.

INITIAL INFORMATION

- The Owner's budget for the Cost of the Work is undetermined. The Cost of the Work is the total cost to construct all elements of the Project designed or specified by Kluber, Inc.; it does not include A/E fees, land acquisition costs, permit fees, utility service connection or activation fees, financing costs, contingencies for changes in the Work, or other soft costs that are the responsibility of the Owner.
- The anticipated Project schedule is to be determined as mutually agreed.
- The intended Project delivery method is a single contract for General Construction; single bid package.
- **The Owner's representative for the Project will be Bob Johnson.**
- **Kluber, Inc.'s representative for the Project will be Charli Johnsos.**

The foregoing is based on our discussions and email communications with you over the last few weeks.

BASIC SERVICES

Kluber, Inc. proposes to provide usual and customary architectural Basic Services for the Project as set forth hereinbelow in accordance with the B101 Master Agreement Between the Oak Brook Park District and Kluber, Inc. executed in March 2019 for Professional Consulting Services.

Study Phase:

- Site review to review existing conditions.
- Perform code review as required for work related to Project scope of work.
- Kick-off meeting with Owner to discuss Project in detail.
- Prepare sketches and supporting narratives (if required) of options for Owner review.
- Prepare an estimate of the Cost of the Work for the proposed options.

Construction Document Phase(Future Proposal):

- Site review to document existing conditions.
- Develop technical documents for the selected option.
- Prepare final estimate of the Cost of the Work.
- Review final documents with Owner prior to contractor solicitation.

Bidding Phase (Future Proposal):

- Assist Owner in contacting potential contractors for Project.
- Prepare agenda and attend pre-bid meeting (if required).
- Respond to contractor questions during solicitation.
- Issue addenda (if required).
- No formal Solicitation opening will be by Owner. Kluber will not be participating in the opening of the contractor solicitation.
- Perform contractor review evaluations.
- Prepare and issue contractor results letter.

Construction Administration Phase (Future Proposal):

- Prepare agenda and attend pre-construction meeting.
- Respond to Contractor questions.
- Prepare documents for permit submission by the Contractor and respond to permit comments from the Authority having Jurisdiction.
- Review progress pay requests if requested.
- Perform site visits for progress meetings, to address contractor questions and to observe the work is proceeding in general conformance with the contract documents.
- Perform reviews of each construction submittal.
- Perform site visit to confirm Substantial Completion and identify punch list items.
- Verification of completion of punch list items will be by Owner.

ADDITIONAL SERVICES

Additional Services are not included in the Basic Services described above, but may be required for the Project or specifically requested by Oak Brook Park District. The list below indicates Additional Services that will be provided by Kluber, Owner, To Be Determined (TBD) or Not Provided for the Project.

Additional Services:	Provided by:
Programming, or Validation of Owner's Project Program, as described below	Not Provided
Existing Facilities:	
Survey of existing facility(ies) (required if Owner's "as-built" drawings are discovered to be unavailable, inaccurate, incomplete, or otherwise inconsistent with actual existing conditions)	Not Provided
Measured drawings documenting existing conditions of existing facility(ies)	Not Provided
Other Facility Support Services (as described in AIA B210 – 2007)	Not Provided
Site Evaluation and Design:	
Site Evaluation and Planning (in accordance with AIA B203 – 2007)	Not Provided
Civil Engineering	Not Provided
Landscape Design	Not Provided
Architectural and Interior Design:	
Multiple preliminary designs/options during Schematic Design Phase	Not Provided
Building information modeling (BIM)	Not Provided
Renderings, models, mockups, or other presentation materials requested by Owner	Not Provided
Historic Preservation (in accordance with AIA B205 – 2007)	Not Provided
Architectural Interior Design, including assistance with selection of interior finish colors, preparation of color boards, (in accordance with AIA B252 – 2007)	Not Provided



Furniture, Furnishings and Equipment (FF&E) (in accordance with AIA B253 – 2007)	Not Provided
Green Design:	
Extensive environmentally responsible design	Not Provided
LEED Certification (in accordance with AIA B214 – 2007)	Not Provided
Engineered Systems:	
Commissioning of engineered systems	Not Provided
Telecommunications/data systems design	Not Provided
Cost Control:	
Value Analysis (in accordance with AIA B204 – 2007)	Not Provided
Detailed opinions of probable construction cost (beyond conceptual costs as determined by per unit area or unit volume techniques)	Not Provided
Opinion of total project cost (including incorporation of soft costs such as A/E fees, permit fees, land acquisition costs, and costs of Additional Services not provided by Kluber, Inc.)	Not Provided
Architect's Instruments of Service:	
As-designed record drawings (incorporating Work documented in Supplemental Instructions, Change Orders and Change Directives)	Not Provided
As-built record drawings (incorporating conditions as constructed by the Contractor)	Not Provided
Measured drawings, Design Documents, Construction Documents, as-designed record drawings or as-built record drawings furnished to Owner in AutoCAD .dwg format	Not Provided
Project Delivery, Coordination and Management:	
Coordination of design/engineering consultants employed directly by Owner	Not Provided
Multiple prime construction contracts	Not Provided
Fast-track project delivery/design services	Not Provided
Construction:	
Conformed construction documents (incorporating Addenda and permit revisions)	Not Provided
On-site project representation	Not Provided
Post-occupancy evaluation	Not Provided

COMPENSATION

Kluber, Inc. proposes to provide the Basic Services described above for the lump sum fee noted below.

Kluber, Inc. proposes to provide the Additional Services described above for the fees scheduled below. Compensation for Basic and Additional Services does not include the services of other independent professionals, associates, or other consultants. If they are required, our fee will be increased by the direct costs of those services multiplied by a factor of 1.15 for overhead, coordination and management of the delivery of those services.

Our billing for Services will be based on progress of the work performed and is outlined as follows:

Basic Services:

Study Phase \$4,900.00

Total Basic Services Fee:..... \$4,900.00

Additional Services:

Construction Documents Phase Future Proposal

Bidding/Negotiation Phase Future Proposal

Construction Administration Phase Future Proposal

As requested Hourly + 20%

Reimbursable Expenses incurred in connection with our services will be charged on the basis of cost, without additional markup. Anticipated reimbursable expenses for this project include expedited courier services, printing and plotting, document reproduction, premiums for professional liability insurance in excess of usual and customary coverage and models, renderings, or professional photography, and are not anticipated on this project.

All in services will be charged on an Hourly rate as scheduled hereafter and amended annually in accordance with our hourly rate schedule (2023):

Kluber Architects + Engineers Staff	Hourly Rate
Principal.....	\$225.00
Project Manager.....	\$175.00



Project Mechanical Engineer III	\$165.00
Project Mechanical Engineer II	\$140.00
Project Mechanical Engineer I	\$115.00
Project Electrical Engineer III	\$165.00
Project Electrical Engineer II	\$140.00
Project Electrical Engineer I	\$115.00
Project Structural Engineer III	\$165.00
Project Structural Engineer II	\$140.00
Project Structural Engineer I	\$115.00
Project Technologist	\$165.00
Project Architect III	\$135.00
Project Architect II	\$115.00
Project Architect I	\$95.00
Interior Designer III	\$115.00
Interior Designer II	\$95.00
Interior Designer I	\$75.00
Construction Observer	\$95.00
Senior Project Coordinator	\$75.00
Project Coordinator	\$55.00
Mark-up for Hourly Projects (indirect cost, OH&P)	20.0%

TIMING

If the services covered by this MOU have not been completed within seven (7) months of the date of the execution of this MOU by **both Owner and Kluber, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated at the hourly rates set forth above.**

FINAL NOTE

If this proposal satisfactorily sets forth your understanding of our agreement, we would appreciate your authorization to proceed with this Work. We are available to discuss any aspect of this proposal with you at your convenience.

Kluber, Inc. appreciates the interest expressed in our firm and we look forward to serving your needs in the future.

Sincerely,

Michael T. Kluber, P.E.
President
Kluber, Inc.

Accepted (Signature)

8-21-23

Date

Bob Johnson

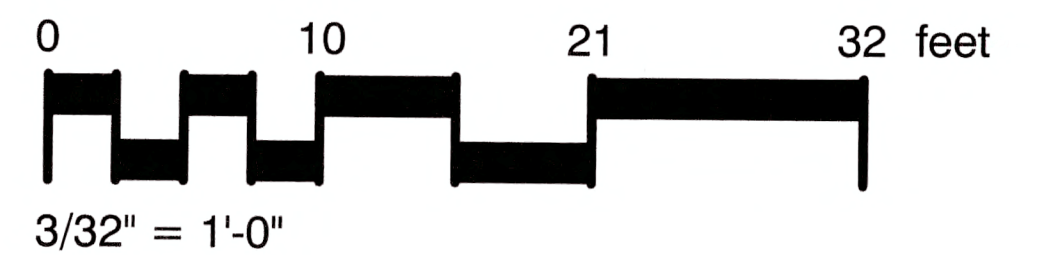
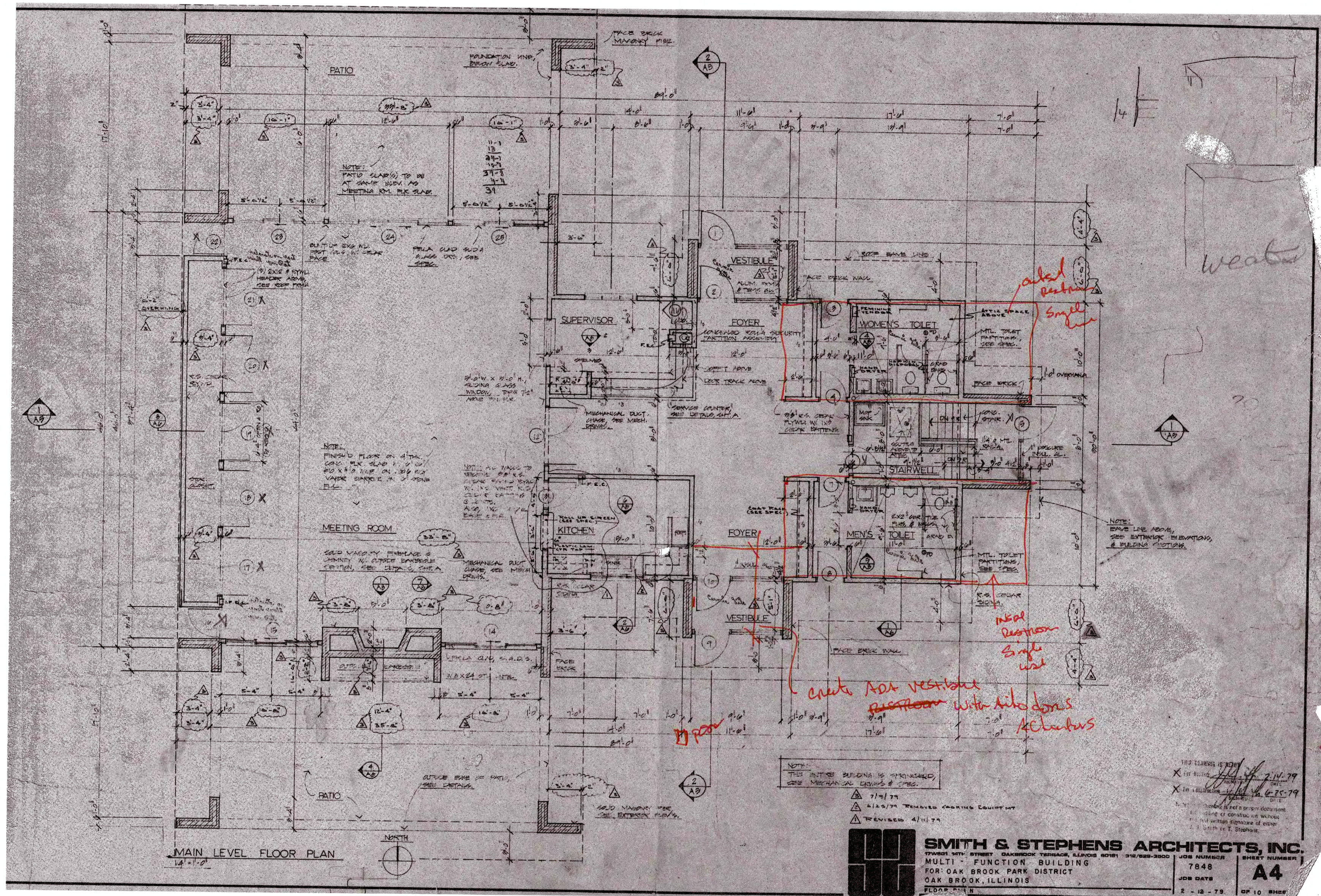
By (printed name and title)

Confidentiality Notice:

The contents of this proposal are confidential and may not be distributed to persons other than employees of the Oak Brook Park District.



Exhibit A



**AIA**[®]**Document G802[®] – 2017*****Amendment to the Professional Services Agreement*****PROJECT: (name and address)**
1502 - Oak Brook Park District - Central
Park West ADA Study**AGREEMENT INFORMATION:**
Date: August 21, 2023**AMENDMENT INFORMATION:**
Amendment Number: 001

Date: September 28, 2023

OWNER: (name and address)
Oak Brook Park District
1450 Forest Gate Road
Oak Brook, Illinois**ARCHITECT: (name and address)**
Kluber, Inc.
41 W. Benton Street
Aurora, Illinois 60506

The Owner and Architect amend the Agreement as follows:

Provide Construction Document, Bidding and Construction Phase Basic Services as indicated in our Memorandum of Understanding dated August 21, 2023. The Owner has selected Design Concept 2 (Exhibit A). Kluber's opinion of the Cost of the Work is approximately \$450,000.00.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Construction Document Phase: \$29,100.00

Bidding Phase: \$ 2,400.00

Construction Administration Phase (*): \$ 7,875.00

Estimated Reimbursable Expenses: \$ 250.00

Total: \$39,625.00

*Note: Kluber has included up to three (3) on-site visits during construction.

Schedule Adjustment:

Complete Construction Documents: December 2023

Complete Bidding: January 2024

Commencement of Construction: May 2024

Substantial Completion: August 2024 (Estimated)

SIGNATURES:

Kluber, Inc.

ARCHITECT (Firm name)**SIGNATURE**

Michael T. Kluber, President

PRINTED NAME AND TITLE

September 28, 2023

DATE

Oak Brook Park District

OWNER (Firm name)**SIGNATURE**

Sharon Knitter, Board President

PRINTED NAME AND TITLE**DATE**

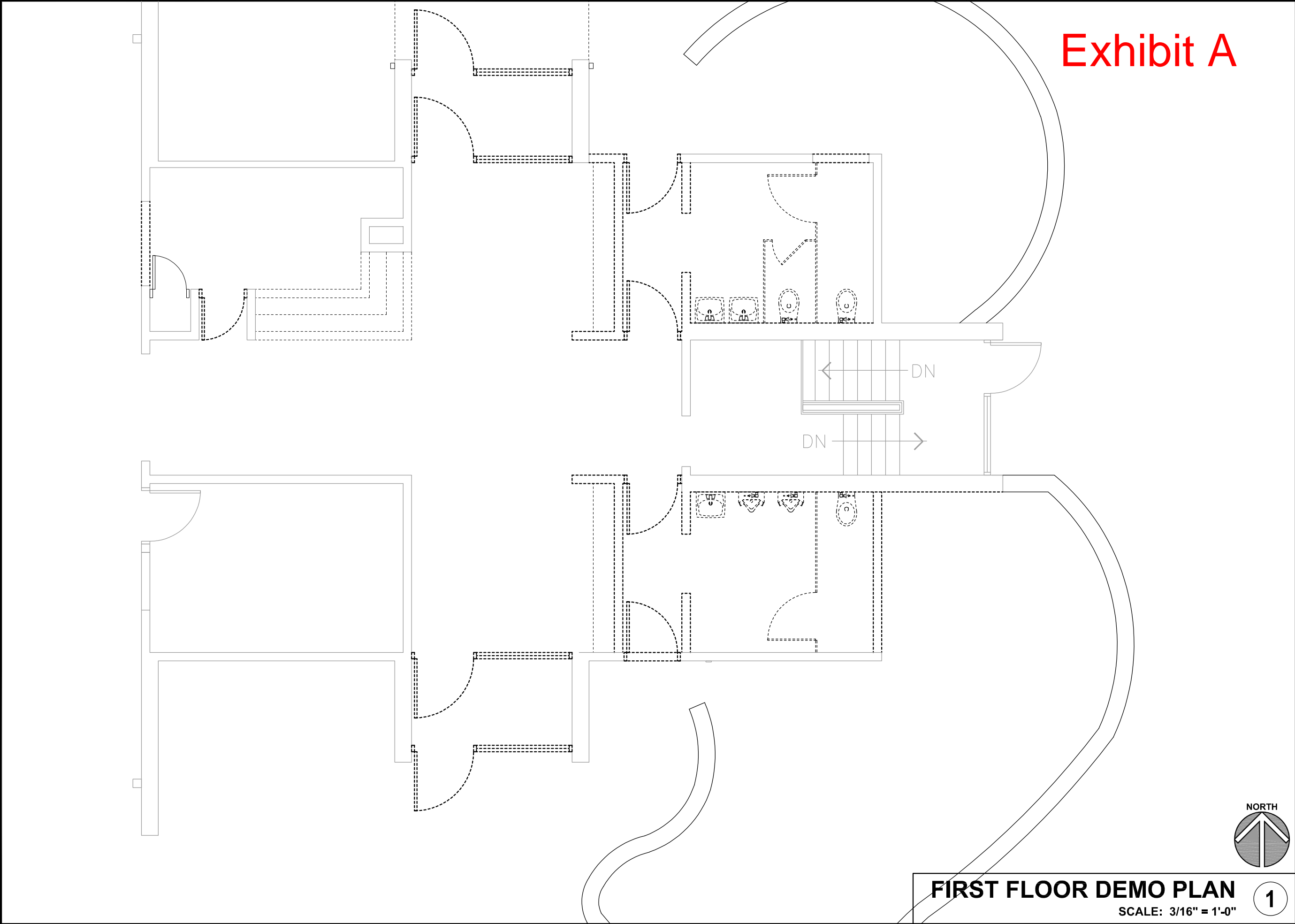


Exhibit A

**CENTRAL PARK WEST FACILITY
ADA RESTROOM & VESTIBULE**

OAK BROOK PARK DISTRICT
1500 FOREST GATE ROAD
OAK BROOK, IL 60523

ISSUED WITH:

REF. DWG. :

JOB NO. 23-310-1502

DRAWN NCO

DATE 09/22/23

SKETCH NUMBER

FIRST FLOOR DEMO PLAN

SCALE: 3/16" = 1'-0"

1

SK02

Kluber
Architects + Engineers

Aurora, Illinois 60506
tel. 630.406.1213

Chicago, Illinois 60606
tel. 312.667.5670

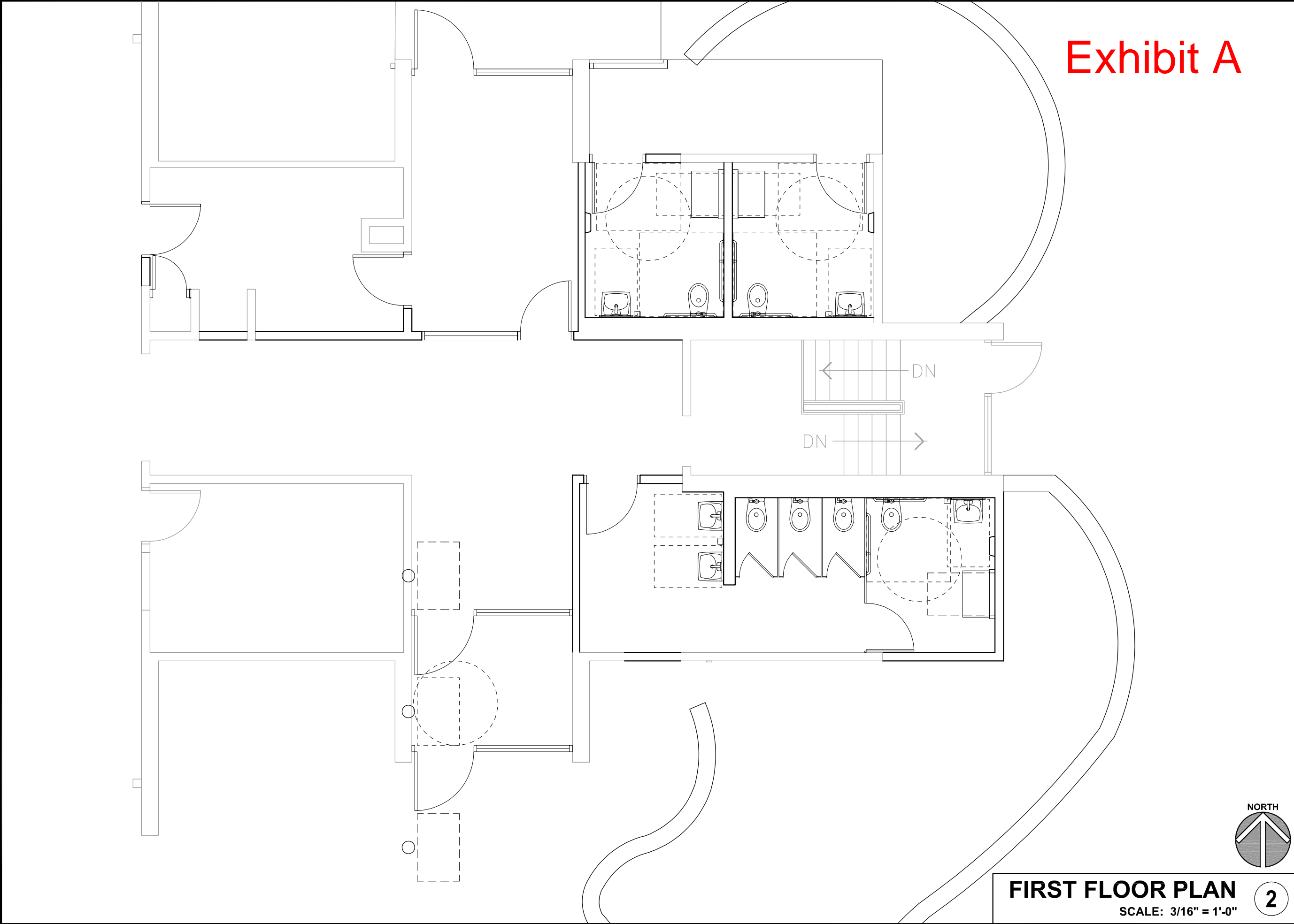


Exhibit A

CENTRAL PARK WEST FACILITY
ADA RESTROOM & VESTIBULE

OAK BROOK PARK DISTRICT
1500 FOREST GATE ROAD
OAK BROOK, IL 60523

ISSUED WITH:

REF. DWG. :

JOB NO. 23-310-1502

DRAWN NCO

DATE 09/22/23

SKETCH NUMBER

FIRST FLOOR PLAN

SCALE: 3/16" = 1'-0"

2

SK02

NOTE: SCALES DEPICTED ON THIS DRAWING ARE NOT CORRECT UNLESS PLOTTED SHEET SIZE IS 11 X 17 INCHES.

Kluber
Architects + Engineers

Aurora, Illinois 60506
tel. 630.406.1213

Chicago, Illinois 60606
tel. 312.667.5670

The next Regular Meeting of the Oak Brook Park District Board of Commissioners will be held on November 13, 2023, 6:30 p.m.

Adjournment