

847-291-2960

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#### **Parks and Properties Committee Meeting**

October 19, 2023
6:45pm or immediately following the Administration and Finance Committee Meeting
Leisure Center Little Theatre, 3323 Walters Avenue

#### **AGENDA**

- I. <u>Call to Order</u>—Chair Goodman; Members Kumar and Silverman
- II. Recognition of Visitors
- III. <u>Approval of Meeting Minutes</u>
  10/19.38 Parks and Properties Committee Meeting of August 14, 2023
- IV. <u>Informational Items / Verbal Updates</u>
  - A. Construction Manager Presentations and Selection
- V. New Business

10/19.39 Consider Renewal of Intergovernmental Agreement with the Forest Preserve District of Cook County for Coast Guard Park

10/19.40 Consider Surplus Ordinance 23-O-3, Park District Equipment

10/19.41 Consider Professional Services Agreements with FGMArchitects – Meadowhill Aquatic Center

- VI. Old Business
- VII. Next Meeting To be Determined, Joe Doud Administration Building, 545 Academy Drive
- VIII. Adjournment

Copies to: Park Board, Attorney, Directors, All Staff and Park District Facilities, Daily Herald, Village of Northbrook, Posted on Park District Website: nbparks.org

Persons with disabilities requiring reasonable accommodation to participate in this meeting should contact Eileen Loftus, the Park District's ADA Compliance Officer, at the Park District's Administration Building by mail at 545 Academy Drive, Northbrook, Illinois 60062, by phone at 847-291-2960, Monday through Friday 8:30am until 5:00pm, or by email to eloftus@nbparks.org at least 48 hours prior to the meeting. Requests for a qualified ASL interpreter generally require at least 5 business days' advance notice. For the deaf or hearing impaired, please use the Illinois Relay Center voice only operator at 800-526-0857.



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## **MEMORANDUM**

To: Parks and Properties Committee From: Chris Leiner, Executive Director

Agenda Item: 10/19.39 Consider Renewal of Intergovernmental Agreement with the Forest Preserve District of

Cook County for Coast Guard Park

Date: October 13, 2023

#### **Staff Recommendation:**

Staff recommends renewing the Intergovernmental Agreement (IGA) via an Amendment with the Forest Preserve District of Cook County for Coast Guard Park for five years through December 31, 2028.

#### **Background and Analysis:**

In 2013, staff from the District and the Forest Preserve District of Cook County developed an IGA for the shared use of the chain link fence along the east and north sides of the property, interpretative signage and access for the Forest Preserve through Coast Guard Park. The original IGA was scheduled to end on December 10, 2018, and both parties extended the agreement through the end of 2023.

Attached is a copy of the original document as well as this Amendment. Legal counsel has reviewed the Amendment and recommended revisions which were approved by the Cook County Forest Preserve.

#### Motion:

The Parks and Properties Committee Chair moves to approve the Amendment to the Intergovernmental Agreement with the Forest Preserve District of Cook County for the shared use of the chain-link fence, access through Coast Guard Park and the for the installation of the interpretative signage to the full Board for approval.

# SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE NORTHBROOK PARK DISTRICT AND

#### THE FOREST PRESERVE DISTRICT OF COOK COUNTY

This SECOND AMENDMENT ("Second Amendment"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 and amends the Intergovernmental Agreement between the Northbrook Park District and the Forest Preserve District of Cook County (the "Forest Preserves") dated December 11, 2013 (the "Agreement"), as amended on October 16, 2018 (the "First Amendment") for use and maintenance of a chain link fence between Forest Preserves property and Coast Guard Park. Collectively, the Northbrook Park District and the Forest Preserve District of Cook County shall be deemed the "Parties."

#### WITNESSETH:

WHEREAS, the Forest Preserve District of Cook County's Board of Commissioners approved the First Amendment to the Agreement on October 16, 2018 (Board No. 18-0339); and

WHEREAS, the Forest Preserve District of Cook County's Board of Commissioners approved this Second Amendment to the Agreement on [DATE], 2023 (Board No. 23-0XXX); and

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

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements of the Parties herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. Amendment to Section 6. Section 6 of the Agreement is hereby amended to read as follows:
  - "Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect until December 31, 2028 (the "Term"), unless earlier terminated in accordance with the terms provided herein. Prior to the expiration of the Term, this Agreement may be extended upon the mutual written agreement of all Parties for an additional five (5) years."
- 2. <u>Amendment to Section 8.</u> Section 8 of the Agreement is hereby amended by striking the term "Initial".
- 3. Remaining Agreement Provisions. All other terms and conditions in the Agreement, as amended by the First Amendment, and not inconsistent with this Second Amendment shall remain unaffected and shall continue in full force and effect in accordance with its terms. In the event of a conflict between the terms and conditions set forth in this Second Amendment and those in the Agreement, as amended, the terms and conditions of this Second Amendment shall prevail.

**IN WITNESS WHEREOF,** the Parties have caused this Second Amendment to be executed on the date and year written above.

[Signatures on following page]

# BY: CHRIS LEINER Executive Director BY: TONI PRECKWINKLE President ATTEST: LYNNE TURNER

Secretary

FOREST PRESERVE DISTRICT OF

NORTHBROOK PARK DISTRICT

# INTERGOVERNMENTAL AGREEMENT BETWEEN THE NORTHBROOK PARK DISTRICT, NORTHBROOK, ILLINOIS AND THE FOREST PRESERVE DISTRICT OF COOK COUNTY

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into this "Ith day of "Recember", 2013 (the "Effective Date"), by and between the Northbrook Park District of NORTHBROOK, ILLINOIS, an Illinois park district, hereinafter called the "Park District" and THE FOREST PRESERVE DISTRICT OF COOK COUNTY, an Illinois body politic and corporate, hereinafter called the "DISTRICT" The Park District and the DISTRICT are hereinafter sometimes individually referred to as a "Party" or collectively as the "Parties."

#### WITNESSETH:

WHEREAS, the Park District and the DISTRICT are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into an intergovernmental agreement; and

WHEREAS, the Park District and the DISTRICT are Illinois governmental entities and are authorized to mutually cooperate in providing services to the public in accordance with the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, the DISTRICT is authorized, pursuant to the powers granted in the Cook County Forest Preserve Act, 70 ILCS, 810/0.01 et seq, to hold lands containing one or more natural forests or parts thereof or land or lands connecting such forests or parts thereof, or lands capable of being forested, or capable of being restored to a natural condition, for the purpose of protecting and preserving the flora, fauna, and scenic beauties within the DISTRICT, and to restore, restock, protect and preserve the natural forests and such lands together with their flora and fauna, as nearly as may be, in their natural state and condition, for the purpose of the education, pleasure, and recreation of the public; and

WHEREAS, the continued development and organization of the metropolitan areas has increased public awareness of the importance of maintaining open space; and

WHEREAS, the DISTRICT owns forest preserve property, specifically Somme Prairie, which is a dedicated Illinois Nature Preserve that abuts property owned by the Park District commonly referred to as Coast Guard Park; and

WHEREAS, the Park District operates a dog park at Coast Guard Park; and

WHEREAS, the Somme Prairie and Coast Guard Park are separated by a chain link fence owned by the DISTRICT as seen on Exhibit "A," attached hereto and incorporated herein (the "Fence"). Said parcels, boundaries and the features thereon hereinafter collectively referred to as the "SUBJECT PROPERTY"; and WHEREAS, the Park District desires use of the Fence to operate its dog park at Coast Guard Park and the DISTRICT desires to provide the Park District said use in exchange for certain maintenance responsibilities of the Fence; and

WHEREAS, the Park District and the DISTRICT desire to determine and establish their respective responsibilities in the maintenance of the Fence based on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the parties hereto agree as follows:

#### AGREEMENT:

- 1. <u>Recitals</u>. The recitals set forth above are incorporated in this Agreement by reference and made a part hereof.
- 2. <u>Consideration</u>. In exchange for the Park District's responsibilities as provided in this Agreement, the Park District shall have the use and enjoyment of the Fence to operate a dog park at Coast Guard Park.
- 3. Park District Responsibilities. The Park District shall be responsible for the maintenance of the Fence including, but not limited to, keeping the Fence, and any parts thereof in good condition operating properly and secure. The Park District shall not conduct any work, other than work associated with routine maintenance of the Fence, on the DISTRICT'S property without prior approval from the DISTRICT. The Park District will allow the DISTRICT reasonable access to the service gates located on Park District property in the northeast corner of the SUBJECT PROPERTY for maintenance of the DISTRICT's property. The Parties will collaborate on an interpretive sign to be installed on the Park District's property near the northeast corner of the SUBJECT PROPERTY. Said interpretive signage shall be placed close to the DISRICT's property such that the signage can be read by Park District patrons.
- 4. <u>DISTRICT Responsibilities</u>. The DISTRICT will notify the Park District thirty (30) days in advance, or as soon as possible in the event of an emergency, when needing access to the service gates located on the Park District's property for maintenance of the DISTRICT's property. The Parties will collaborate on an

interpretive sign to be installed on the Park District's property. .

- 5. Annual Meeting. The Parties shall meet, at least once a year, to develop an annual scope of work with respect to the Parties' responsibilities consistent the terms of this Agreement. The Parties must both agree to any proposed actions that go above and beyond reasonable maintenance, as determined by the District in its sole discretion, that the Park District is obligated to perform pursuant to the terms of this Agreement.
- 6. <u>Term.</u> Unless terminated earlier as provided herein, the initial term of this Agreement shall begin on the Effective Date and shall terminate five (5) years from the Effective Date (the "Initial Term"). Prior to the expiration of the Initial Term, the Parties may, upon written agreement, extend this Agreement for second term of five (5) years ("Renewal Term").
- 7. <u>Termination of Agreement.</u> Upon no less than sixty (60) days notice, either Party, in writing, may terminate this Agreement at its sole discretion.
- 8. Insurance. The Park District shall keep in full force and effect at all times during the Initial Term and any Renewal Term(s) of this Agreement, general public liability insurance, Workers' Compensation insurance, and such other types of insurance in such amounts and with such self-insurance pools as are reasonably acceptable to the DISTRICT, but, in any event, no less than the coverages and amounts carried by the Park District for its general activities. Such insurance shall be evidenced by copies of the policies and/or certificates of insurance and additional insured endorsements at the request of the DISTRICT and said insurance shall not be modified, terminated, canceled or not renewed without at least thirty (30) days advanced written notice to the DISTRCT. The Park District shall name the DISTRICT, its elected and appointed officials, officers, employees, volunteers and agents as an additional insured as respects activities conducted pursuant to this Agreement.

The DISTRICT maintains a self-insurance program for negligent acts or omissions of its employees and injuries or damages caused by its employees. The DISTRICT may apply its own funds to any claims by the Park District against the DISTRICT arising out of the performance of this Agreement.

9. <u>Representatives.</u> Immediately upon execution of this Agreement, the following individuals will represent the Parties as primary contacts in all matters under this Agreement:

Northbrook Park District (For Park District) Executive Director 545 Academy Drive. Northbrook, IL 60062 (847) 291-2960 Phone (847) 205-1154 Fax

Forest Preserve District of Cook County (For the District)
Attn: General Superintendent
536 N. Harlem Avenue
River Forest, IL 60305
(708) 771-1511 (Main No.)
(708) 771-1181 (Fax No.)

- 10. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to the principles of conflicts of law thereof.
- 11. Entire Agreement; Modifications. This Agreement contains all of the terms and conditions agreed upon by the Parties with respect to the subject matter hereof, and no other alleged communications or agreements between the Parties, written or otherwise, shall vary the terms hereof. Any modifications of this Agreement must be in writing signed by both of the Parties and dated on or subsequent to the date hereof.
- 12. Parties in Interest/No Third Party Beneficiaries. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the Parties hereto. This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a Party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of a Party, shall be deemed or construed by any of the Parties hereto or by third persons, to create a relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving a Party.
- 13. <u>Titles and Headings</u>. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

- 14. <u>Construction of Words</u>. The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.
- 15. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, with the same effect as if all Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.
- 16. Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein. In such event, the Parties shall negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly affects the Parties' intent in entering into this Agreement.
- 17. Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each Party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois.
- 18. <u>Personal Liability</u>. No employee, officer, elected or appointed official or agent of a Party shall be individually or personally liable in connection with this Agreement.
- 19. Indemnification. Notwithstanding anything to the contrary in this Agreement, to the fullest extent permitted by law, each Party shall each indemnify, defend and hold harmless the other Party, its elected and appointed officers, officials, employees, volunteers and agents (collectively, the "Indemnitees"), from and against any and all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals fees and court costs), incurred by any of the Indemnitees for injuries to persons or for damage, destruction or theft of property arising out of or resulting from the performance of any activity, act or omission of the indemnifying Party ("Indemnitor") in carrying out this Agreement, or of any employee, agent,

contractor, invitee or volunteer of the Indemnitor, but only to the extent caused in whole or in part by any wrongful or negligent act or omission of the Indemnitor.

- 20. No Waiver of Tort Immunity. Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.
- 21. <u>Compliance with Laws</u>. Each Party agrees that it shall comply with all applicable local, state and federal laws, statutes, rules and regulations with respect to this Agreement and the actions and activities contemplated under this Agreement.
- 22. <u>Assignment</u>. This Agreement, or any portion thereof, shall not be assigned by a Party without the express prior written consent of all other Parties.
- 23. <u>Consent</u>. Whenever the consent or approval of one or more Parties to this Agreement is required hereunder, such consent or approval will not be unreasonably withheld.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year set forth below.

Forest Preserve District Cook County

Northbrook Park District

Title: General Superintenden+

Title: BONZD PRESIDENT

Date: 1-3-14

Date: 12.11.13

590265



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## **MEMORANDUM**

To: Parks and Properties Committee

From: Randy Truhlar, Facilities Maintenance Manager

Agenda Item: VI. 10/19.40 Consider Surplus Ordinance 23-O-3, Park District Equipment

Date: October 13, 2023

#### **Staff Recommendation:**

Staff recommends the approval of the following as surplus Park District equipment.

#### Golf:

- (1)- 2012 Tracker Boat Model 603772; Serial # BUJ09531I112
- (1)- 2012 Prowler Trolling Motor Model PRW T55/40B; Serial # 2010G248
- (10)- Kenwood Radios & Chargers
- (12)- Real Feel Turf Range Mats

#### Parks:

- (1)- 2007 Big Tex Utility Trailer; Serial #16VPX202872H60514
- (1)- Happy Jump Large Fun House Bounce House; Serial # HJ06065
- (1)- Happy Jump 3 in 1 Sports Challenge Inflatable; Serial # HJ06064
- (1)- Salty Dogg Salt Spreader Model 92420SSA; Serial # 7906
- (1)- 2013 Gravely Base Runner Model 995400; Serial # 000153
- (1)- Special Events Trailer
- (2)- Canoes

#### Marketing & Communications:

(1)- Nikon Digital Camera Model D90; Serial # 3161857

#### Recreation:

- (1)- Yamaha Audio Mixing Console Model M7CL; Serial # UCANIO1080
- (2)- Eiki Projectors Model LC-X85; Serial # G99A2134 and G99A2139
- (1)- Blade Master Skate Sharpener Model BR822; Serial # G1609

#### Administration/IT

- (1)- HP Proliant DL180 G6 Server; Serial # MXQ22008VV
- (1)- HP Proliant DL380p Gen 8 Server; Serial # 2M241103QJ
- (1)- HP Proliant DL360p Gen 8 Server; Serial # MXQ3030CXM
- (1)- Optiplex 5050-2 Desktop; Serial # 2Y946K2
- (1)- Optiplex 7040 Desktop; Serial # GV797J2
- (1)- Optiplex 5050 -1 Desktop; Serial # 562RHK2
- (1)- HP Elitebook 8440 Laptop; Serial # CND0371MZC
- (1)- HP Stream Laptop 10; Serial # 310
- (1)- HP Stream Laptop 9; Serial # 306
- (1)- HP Stream Laptop 8; Serial # 302
- (1)- HP Stream Laptop 7; Serial # 304
- (1)- HP Stream Laptop 6; Serial # 305
- (1)- HP Stream Laptop 6; Serial # 303 (1)- HP Stream Laptop 5; Serial # 301
- (1)- HP Stream Laptop 4; Serial # 308

#### NORTHBROOK PARK DISTRICT

- (1)- HP Stream Laptop 3; Serial # 307
- (1)- HP Stream Laptop 2; Serial # 309
- (1)- HP Stream Laptop 1; Serial # 305
- (1)- Optiplex 3020 -1 Desktop; Serial # 9DPGJB2
- (1)- Optiplex 3020 -4 Desktop; Serial # D3DF942
- (1)- Optiplex 3020 -3 Desktop; Serial # 9DQGJB2
- (1)- Optiplex 3020 -2 Desktop; Serial # 88XLB12
- (1)- Optiplex 3010 -3 Desktop; Serial # 16PGNV1
- (1)- Optiplex 3040 Desktop; Serial # 6B5TGB2
- (1)- Optiplex 3010 -2 Desktop; Serial # 66PGNV1
- (1)- Optiplex 3020 -2 Desktop; Serial # 8DBR932
- (1)- Optiplex 3010 -1 Desktop; Serial # FBYYDX1
- (1)- View Sonic 19 Monitor; Serial # S9Y121741625
- (1)- View Sonic 19 Monitor; Serial # SN4112800857
- (1)- View Sonic 19 Monitor; Serial # RML104501007
- (1)- View Sonic 19 Monitor; Serial # S9Y121741640
- (1)- View Sonic 19 Monitor; Serial # S9Y121740996
- (1)- View Sonic 19 Monitor; Serial # SN4112800864
- (1)- View Sonic 19 Monitor; Serial # RML1045010662
- (1)- View Sonic 19 Monitor; Serial # RML104300383
- (1)- Samsung 22 Monitor; Serial # ZZCNH4LH702200W
- (2)- Asus Monitor; Serial # Unknown
- (1)- HP Prodisplay 20 Monitor; Serial # 3CQ3501BHZ
- (1)- Asus Monitor; Serial # F6LMTF058513

#### **Background & Analysis:**

Staff recommends that the equipment listed above be declared surplus Park District equipment to be sold, traded or discarded whichever is the best method of disposal.

#### Motion:

The Parks and Properties Committee Chair moves to approve Surplus Ordinance 23-O-3, Park District Equipment to the full Board for approval.

Pc: Chris Leiner, Executive Director

#### **ORDINANCE NO. 23-0-3**

#### NORTHBROOK PARK DISTRICT

# AN ORDINANCE DECLARING CERTAIN NORTHBROOK PARK DISTRICT PERSONAL PROPERTY AS SURPLUS AND AUTHORIZING SALE OR DISPOSAL

\* \* \*

**WHEREAS**, the Northbrook Park District, Cook County, Illinois (the "District") has accumulated certain personal property (the "Property") which has been used for various park and recreation purposes including:

#### Golf:

- (1)- 2012 Tracker Boat Model 603772; Serial # BUJ09531I112
- (1)- 2012 Prowler Trolling Motor Model PRW T55/40B; Serial # 2010G248
- (10)- Kenwood Radios & Chargers
- (12)- Real Feel Turf Range Mats

#### Parks:

- (1)- 2007 Big Tex Utility Trailer; Serial #16VPX202872H60514
- (1)- Happy Jump Large Fun House Bounce House; Serial # HJ06065
- (1)- Happy Jump 3 in 1 Sports Challenge Inflatable; Serial # HJ06064
- (1)- Salty Dogg Salt Spreader Model 92420SSA; Serial # 7906
- (1)- 2013 Gravely Base Runner Model 995400; Serial # 000153
- (1)- Special Events Trailer
- (2)- Canoes

#### Marketing & Communications:

(1)- Nikon Digital Camera Model D90; Serial # 3161857

#### Recreation:

- (1)- Yamaha Audio Mixing Console Model M7CL; Serial # UCANIO1080
- (2)- Eiki Projectors Model LC-X85; Serial # G99A2134 and G99A2139
- (1)- Blade Master Skate Sharpener Model BR822; Serial # G1609

#### Administration/IT

- (1)- HP Proliant DL180 G6 Server; Serial # MXQ22008VV
- (1)- HP Proliant DL380p Gen 8 Server; Serial # 2M241103QJ
- (1)- HP Proliant DL360p Gen 8 Server; Serial # MXQ3030CXM
- (1)- Optiplex 5050-2 Desktop; Serial # 2Y946K2
- (1)- Optiplex 7040 Desktop; Serial # GV797J2
- (1)- Optiplex 5050 -1 Desktop; Serial # 562RHK2
- (1)- HP Elitebook 8440 Laptop: Serial # CND0371MZC
- (1)- HP Stream Laptop 10; Serial # 310
- (1)- HP Stream Laptop 9; Serial # 306
- (1)- HP Stream Laptop 8; Serial # 302
- (1)- HP Stream Laptop 7; Serial # 304
- (1)- HP Stream Laptop 6; Serial # 305
- (1)- HP Stream Laptop 6; Serial # 303
- (1)- HP Stream Laptop 5; Serial # 301
- (1)- HP Stream Laptop 4; Serial # 308
- (1)- HP Stream Laptop 3; Serial # 307
- (1)- HP Stream Laptop 2; Serial # 309
- (1)- HP Stream Laptop 1; Serial # 305
- (1)- Optiplex 3020 -1 Desktop; Serial # 9DPGJB2
- (1)- Optiplex 3020 -4 Desktop; Serial # D3DF942

- (1)- Optiplex 3020 -3 Desktop; Serial # 9DQGJB2
- (1)- Optiplex 3020 -2 Desktop; Serial # 88XLB12
- (1)- Optiplex 3010 -3 Desktop; Serial # 16PGNV1
- (1)- Optiplex 3040 Desktop; Serial # 6B5TGB2
- (1)- Optiplex 3010 -2 Desktop; Serial # 66PGNV1
- (1)- Optiplex 3020 -2 Desktop; Serial # 8DBR932
- (1)- Optiplex 3010 -1 Desktop; Serial # FBYYDX1
- (1)- View Sonic 19 Monitor; Serial # S9Y121741625
- (1)- View Sonic 19 Monitor; Serial # SN4112800857
- (1)- View Sonic 19 Monitor; Serial # RML104501007
- (1)- View Sonic 19 Monitor; Serial # S9Y121741640
- (1)- View Sonic 19 Monitor; Serial # S9Y121740996
- (1)- View Sonic 19 Monitor; Serial # SN4112800864
- (1)- View Sonic 19 Monitor; Serial # RML1045010662
- (1)- View Sonic 19 Monitor; Serial # RML104300383
- (1)- Samsung 22 Monitor; Serial # ZZCNH4LH702200W
- (2)- Asus Monitor; Serial # Unknown
- (1)- HP Prodisplay 20 Monitor; Serial # 3CQ3501BHZ
- (1)- Asus Monitor; Serial # F6LMTF058513

**WHEREAS**, the District has determined that the Property is beyond its useful service life; and

WHEREAS, Section 8-22 of the Illinois Park District Code provides as follows:

"Whenever a park district owns any personal property that in the opinion of three fifths of the members of the board then holding office is no longer necessary, useful to, or for the best interests of the park district, three-fifths of the park board then holding office, at any regular meeting or at any special meeting called for that purpose, by ordinance, may authorize the conveyance or sale of the personal property in any manner that they may designate, with or without advertising the sale"; and

**WHEREAS**, this ordinance is being considered at a regular meeting of the Board of Park Commissioners of the District.

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE BOARD OF PARK COMMISSIONERS OF THE NORTHBROOK PARK DISTRICT AS FOLLOWS:

<u>Section 1.</u> It is hereby found and determined by the Board of Park Commissioners that the Property is no longer necessary, useful to, or for the best interest of the District.

<u>Section 2.</u> That the District hereby authorizes staff to sell, trade, transfer, donate or convey the Property as follows:

#### Golf:

- (1)- 2012 Tracker Boat Model 603772; Serial # BUJ09531I112
- (1)- 2012 Prowler Trolling Motor Model PRW T55/40B; Serial # 2010G248
- (10)- Kenwood Radios & Chargers
- (12)- Real Feel Turf Range Mats

#### Parks

- (1)- 2007 Big Tex Utility Trailer; Serial #16VPX202872H60514
- (1)- Happy Jump Large Fun House Bounce House; Serial # HJ06065
- (1)- Happy Jump 3 in 1 Sports Challenge Inflatable; Serial # HJ06064

- (1)- Salty Dogg Salt Spreader Model 92420SSA; Serial # 7906
- (1)- 2013 Gravely Base Runner Model 995400; Serial # 000153
- (1)- Special Events Trailer
- (2)- Canoes

#### Marketing & Communications:

(1)- Nikon Digital Camera Model D90; Serial # 3161857

#### Recreation:

- (1)- Yamaha Audio Mixing Console Model M7CL; Serial # UCANIO1080
- (2)- Eiki Projectors Model LC-X85; Serial # G99A2134 and G99A2139
- (1)- Blade Master Skate Sharpener Model BR822; Serial # G1609

#### Administration/IT

- (1)- HP Proliant DL180 G6 Server; Serial # MXQ22008VV
- (1)- HP Priliant DL380p Gen 8 Server; Serial # 2M241103QJ
- (1)- HP Proliant DL360p Gen 8 Server; Serial # MXQ3030CXM
- (1)- Optiplex 5050-2 Desktop; Serial # 2Y946K2
- (1)- Optiplex 7040 Desktop; Serial # GV797J2
- (1)- Optiplex 5050 -1 Desktop; Serial # 562RHK2
- (1)- HP Elitebook 8440 Laptop; Serial # CND0371MZC
- (1)- HP Stream Laptop 10; Serial #310
- (1)- HP Stream Laptop 9; Serial # 306
- (1)- HP Stream Laptop 8; Serial # 302
- (1)- HP Stream Laptop 7; Serial # 304
- (1)- HP Stream Laptop 6; Serial # 305
- (1)- HP Stream Laptop 6; Serial # 303
- (1)- HP Stream Laptop 5; Serial # 301
- (1)- HP Stream Laptop 4; Serial # 308
- (1)- HP Stream Laptop 3; Serial # 307
- (1)- HP Stream Laptop 2; Serial # 309
- (1)- HP Stream Laptop 1; Serial # 305
- (1)- Optiplex 3020 -1 Desktop; Serial # 9DPGJB2
- (1)- Optiplex 3020 -4 Desktop; Serial # D3DF942
- (1)- Optiplex 3020 -3 Desktop; Serial # 9DQGJB2
- (1)- Optiplex 3020 -2 Desktop; Serial # 88XLB12
- (1)- Optiplex 3010 -3 Desktop; Serial # 16PGNV1
- (1)- Optiplex 3040 Desktop; Serial # 6B5TGB2
- (1)- Optiplex 3010 -2 Desktop; Serial # 66PGNV1
- (1)- Optiplex 3020 -2 Desktop; Serial # 8DBR932
- (1)- Optiplex 3010 -1 Desktop; Serial # FBYYDX1
- (1)- View Sonic 19 Monitor; Serial # S9Y121741625
- (1)- View Sonic 19 Monitor; Serial # SN4112800857
- (1)- View Sonic 19 Monitor; Serial # RML104501007
- (1)- View Sonic 19 Monitor; Serial # S9Y121741640
- (1)- View Sonic 19 Monitor; Serial # S9Y121740996
- (1)- View Sonic 19 Monitor; Serial # SN4112800864 (1)- View Sonic 19 Monitor; Serial # RML1045010662
- (1)- View Sonic 19 Monitor; Serial # RML104300383
- (1)- Samsung 22 Monitor; Serial # ZZCNH4LH702200W
- (2)- Asus Monitor; Serial # Unknown
- (1)- HP Prodisplay 20 Monitor; Serial # 3CQ3501BHZ
- (1)- Asus Monitor; Serial # F6LMTF058513

<u>Section 3.</u> The Property shall be conveyed in "as is condition" without any warranties, express or implied at the time the benefactor takes possession of the Property.

<u>Section 4.</u> This Ordinance shall be effective immediately upon passage and approval by a three-fifths majority of the members of this Board of Park Commissioners.

<u>Section 5.</u> All prior ordinances, resolutions, motions, orders or policies in conflict herewith, be and the same hereby are, repealed to the extent the conflict herewith.

<u>Section 6.</u> If any clause or provision of this Ordinance shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

PASSED: This 25<sup>th</sup> day of October 2023

APPROVED: This 25<sup>th</sup> day of October 2023

RECORDED: This 25<sup>th</sup> day of October 2023

VOTES: Ayes: Nays:

Absents:

ATTEST:

Secretary, Board of Park Commissioners Northbrook Park District Cook County, Illinois President, Board of Park Commissioners Northbrook Park District Cook County, Illinois

STATE OF ILLINOIS	)
	) SS
COUNTY OF COOK	)

I, CHRIS LEINER, DO HEREBY CERTIFY that I am the duly elected, qualified and acting Secretary of the Northbrook Park District and of the Board of Park Commissioners of the Northbrook Park District; and that I have access to and am custodian of the official Minutes of the Meetings of the Board of Park Commissioners and of the Northbrook Park District.

I DO FUTHER CERTIFY that the above and foregoing is a true and correct copy (duplicate) of a certain Ordinance entitled:

#### ORDINANCE NO. 23-O-3

#### **NORTHBROOK PARK DISTRICT**

# AN ORDINANCE DECLARING CERTAIN NORTHBROOK PARK DISTRICT PERSONAL PROPERTY AS SURPLUS AND AUTHORIZING SALE OR DISPOSAL

That the foregoing was passed by the Board of Park Commissioners of said Northbrook Park District on the 24th day of January 2023 and was on the same day executed by the President; that it was filed and recorded in the office of the Secretary of the Northbrook Park District, of which the foregoing is a true copy (duplicate) and is now on file in the office of such Secretary.

GIVEN under my hand and seal of the Northbrook Park District this 25th day of October 2023.

Secretary Northbrook Park District Cook County, Illinois

(SEAL)



847-291-2960

nbparks.org

### **MEMORANDUM**

To: Parks and Properties Committee From: Chris Leiner, Executive Director

Nicole Wrobel, Planning & Project Manager

Agenda Item: V. 10/19.41Consider Professional Services Agreements with FGMArchitects – Meadowhill Aquatic

Center

Date: October 13, 2023

#### **Staff Recommendations:**

Staff recommends the approval of the Professional Services Agreement with FGMArchitects (FGMA) of Oak Brook, Illinois for architectural services for updates and repairs at the Meadowhill Aquatic Center (MAC) for a fixed fee of \$302,000 and an amount not to exceed \$15,000 for Reimbursable Expenses for a total amount of \$317,000.

#### **Background & Analysis:**

At the February 22, 2023 Regular Board Meeting, the Board approved a not to exceed contract of \$30,000 with FGMA to develop an Open Space Lands Acquisition and Development (OSLAD) project concept and grant submission for MAC. Simultaneously the Board approved a \$181,000 agreement with FGMA for professional services for the renovation of Meadowhill Aquatic Center (MAC) at the maintenance only scope. This included:

- Schematic Design Phase
- Design Development Phase
- Construction Documentation Phase
- Bidding and Negotiation Phase
- Construction Phase

Upon development of the OSLAD scope and grant submission, the Board consensus was to proceed with the MAC Renovation Project with additional shade structures, bathhouse improvements and two (2) new universal/family changing bathrooms. The estimated OSLAD scope of \$3.7 million presented to the Board included professional service fees for architectural services and construction management.

The original approved agreement with FGMA was based on a construction scope of \$1.8 million, the current construction scope is approximately \$3 million. The increase in scope requires a new agreement to supersede the previously approved contract. The original \$181,000 contract was never executed, and payments have not been made.

FGMA's fee of \$302,000 and up to \$15,000 in Reimbursable Expenses represents 10.6% of the \$3 million construction budget.

#### **Explanation:**

1. Budgeted Cost: NA

2. Budget Source: 2023/2024/2025 Capital Improvement Plan

#### NORTHBROOK PARK DISTRICT

#### Motion:

The Parks and Properties Committee Chair moves to approve the Professional Services Agreement with FGMArchitects of Oak Brook, Illinois for architectural services for updates and repairs at the Meadowhill Aquatic Center for a fixed fee of \$302,000 and an amount not to exceed \$15,000 for Reimbursable Expenses for a total amount of \$317,000 to the full Board for approval.