



1685 West Higgins Road, Hoffman Estates, Illinois 60169 **heparks.org** t (847) 885-7500 f (847) 885-7523

The mission of the Hoffman Estates Park District is to offer healthy and enjoyable experiences to our residents and guests by providing first class parks, facilities, programs and services in an environmentally and fiscally responsible manner.

AGENDA BUILDINGS & GROUNDS COMMITTEE MEETING TUESDAY, FEBRUARY 18, 2020 7:00 P.M.

- 1. ROLL CALL
- 2. APPROVAL OF AGENDA
- 3. APPROVAL OF COMMITTEE MINUTES
 - January 21, 2020
- 4. COMMENTS FROM THE AUDIENCE
- 5. OLD BUSINESS
- 6. NEW BUSINESS
 - A. Purchase of Ford T350 Transit Cargo Van / M20-019
 - B. Purchase of Two Sand Pros for BPC / M20-022
 - C. IGA with Village and Forest Preserve / M20-028
 - D. Carpet Installation at The Club / M20-021
 - E. South Ridge Park OSLAD Construction Contract / M20-020
 - F. Playground Installation at Princeton Park / M20-017
 - G. Path Snow Plowing / M20-023
 - H. Parks, Planning & Maintenance Board Report / M20-016
- 7. COMMITTEE MEMBER COMMENTS
- 8. ADJOURNMENT





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MINUTES BUILDING AND GROUNDS COMMITTEE MEETING January 21, 2020

1. Roll Call:

A regular meeting of the Hoffman Estates Park District Building and Grounds Committee was held on January 21, 2020 at 7:00 p.m. at the Triphahn Center in Hoffman Estates, IL.

Present: Commissioner R. Evans, Comm Rep Aguilar, Bettencourt, Sernett.

In the absence of Chairman Kinnane, Commissioner R. Evans

chaired the meeting

Absent: Commissioner/Chair Kinnane, Comm Rep Friedman, Poeschel

Also Present: Executive Director Talsma, Director of Finance and

Administration Hopkins, Director of Recreation Kapusinski, Director of Parks, Planning and Maintenance Hugen, Director of

Golf and Facilities Bechtold

Audience: President Kaplan, Commissioners McGinn, K. Evans, Chhatwani,

Kilbridge, Comm Reps Wilson, Macdonald, Wittkamp,

Henderson, Kate Boette resident

2. Approval of Agenda:

Comm Rep Sernett made a motion, seconded by Comm Rep Aguilar to approve the agenda as presented. The motion carried by voice vote.

3. Approval of the Minutes:

Comm Rep Bettencourt made a motion, seconded by Comm Rep Sernett to approve the minutes of the December 10, 2019 meeting as presented. The motion carried by voice vote.

4. Comments from the Audience:

Kate Boette addressed the committee. She noted that she liked the taping of the committee meetings and the additional advertising for The Club and was glad that the district was listening to The Club members.

She also noted that she did not feel there was enough incentive for the old members and suggested a free month or passes to exercise classes not included in the memberships. She noted that they had lost tennis members to the South Barrington Club and suggested that some of the amenities that the South Barrington Club offered might be initiated at The Club such as free coffee and the newspaper in the morning. She also asked if staff could get better lighting for the tennis court and questioned if the tennis fees were competitive.

Ms. Boette noted that she did not feel there were enough 'sliders' for the exercise classes as participants found themselves using paper or towels. She also noted that the bouncy balls and other items of equipment were not properly inflated and unusable.

She also addressed the new art in the building noting that it looked too much like graffiti. She noted that she was receiving emails about The Club and glad for the information.

5. Old Business:

None

6. New Business:

A. Court Repairs and Conversions/M20-005:U

Director Hugen reviewed the item noting that it was annual or semi-annual work.

President Kaplan asked if they would be doing all the cracks for the pickle ball courts and Director Hugen noted that the whole court would be addressed.

Commissioner K. Evans asked if there was any measure of who was using the courts and at what times. Director Hugen noted that the Pickle Ball Club was on the courts from 8 am to 11 or 12 noon and that other pickle ball users were on the courts until 10 pm.

Comm Rep Aguilar made a motion, seconded by Comm Rep Bettencourt to recommend the board approve awarding the court repair and conversion work for 2020 to American Sealcoating for a total cost of \$44,400 and as outlined in M20-005. The motion carried by voice vote.

B. Parking Lot Crack Fill and Seal Coating/M20-006:

Director Hugen reviewed the item.

Comm Rep Aguilar asked how the bids compared to each other. Director Hugen noted that the district specified the scope of work and products used so that everyone was bidding on the same information.

Commissioner McGinn asked if the lots were done on a rotation or as needed basis and Director Hugen noted that it was both.

Comm Rep Bettencourt made a motion, seconded by Comm Rep Aguilar to recommend the board approve awarding the crack filling and sealcoating bid project to Patriot Maintenance, Inc. for the low bid amount of \$28,533 plus a 10% contingency of \$2,850 for a total of \$31,383 and as outlined in M20-006. The motion carried by voice vote.

C. Purchase of Bobcat Compact Track Loader/M20-007:

Director Hugen reviewed the item noting that it was a co-op purchase.

Comm Rep Sernett asked if the district had a program to service the Bobcats and Director Hugen explained that the district had three in-house mechanics to address all the district's needs.

Chairman R. Evans asked why a track machine and Director Hugen noted that the tires sunk into the playground fall surface and the golf course turf. It was noted that the track equipment did not damage asphalt either.

Comm Rep Sernett made a motion, seconded by Comm Rep Bettencourt to recommend the board award the purchase of the Bobcat Compact Track Loader from Atlas Bobcat for \$59,969 and as outlined in M20-007. The motion carried by voice vote.

D. Purchase of Sound Panels at The Club/M20-008:

Director Hugen reviewed the item noting that it was a sound absorption product.

Comm Rep Sernett asked about other places using the panels and Director Hugen noted that staff had investigated options and that the sound panels were insulation on a board.

Comm Rep Aguilar asked if they were on the wall or hanging and Director Hugen noted that they could do either but it had been recommended to put them on the wall to cover approximately 20%+ of the wall.

President Kaplan asked if there was a picture and Director Hugen noted that the panels were 4'x8' currently in blue, grey and black. Executive Director Talsma noted that the sound company gave the district the location of the panels and staff choose the colors. Staff provided a rendering for the committee/board to review.

Commissioner McGinn asked why there were so few bidders and Director Hugen noted it was a small market.

Commissioner K. Evans asked if they would be on only 2 bays and not tennis. Director Hugen explained that they would be on the 2 bays and that around tennis was the 12 foot wall and a tarp hung to the ceiling which would provide absorption.

President Kaplan asked if it might be possible that additional work might be needed and Director Hugen noted that it was a possibility, but staff was hoping that the panels would address all concerns.

Commissioner K. Evans asked if the sound system would be pointed towards the walls and it was noted that it would.

Chairman R. Evans asked if the staff had listened to the system without the panels and Executive Director Talsma noted that it was very currently 'echoey' and that the panels would help to address that but we don't have the sound system yet.

Comm Rep Sernett made a motion, seconded by Comm Rep Bettencourt to recommend the board award the purchase of the sound panels from Commercial Acoustic for a total of \$27,588.40 and as outlined in M20-008. The motion carried by voice vote.

E. Splash Park at South Ridge/M20-009:

Director Hugen reviewed the item noting that the district sent an RFP to vendors.

Comm Rep Sernett asked how many people they expected and Director Hugen noted that they expected it to be a capacity for some time.

Comm Rep Aguilar asked about the surface and Director Hugen explained that it was brushed concrete.

Commissioner McGinn asked about hygiene and safety and Director Hugen explained it was a straight flow to and from the Village run off.

President Kaplan asked if it was supplied in sections and Director Hugen noted that it was so that if a section malfunctioned, the rest of the water park would continue to work.

Commissioner K. Evans asked if it was going to the storm drains and it was noted that it would.

Comm Rep Aguilar asked about the time and Director Hugen explained that they would open the bids Thursday and planned to complete late August/September.

Commissioner K. Evans asked about hours and Director Hugen explained that they would be the same as Seascape but while their opening day would match Seascape, closing the site could be held off as long as the weather allowed.

Comm Rep Bettencourt made a motion, seconded by Comm Rep Aguilar to recommend the board approve the purchase of South Ridge Splash Park from Vortex for a total of \$89,485 and as outlined in M20-009. The motion carried by voice vote.

F. Purchase of Princeton Park Playground Equipment/M20-010:

Director Hugen reviewed the item noting that the district had sent RFPs to vendors.

Ms. Boette asked if there was something for the teens and Director Hugen explained that the playground was designed for 5-12 year olds. She asked about the basketball and volleyball courts and it was noted that the basketball would remain but the volleyball would be removed to create a picnic area as requested by the residents. Ms. Boette noted that she did not usually see anyone at the park and Director Hugen noted that the district had the second highest turnout for a public meeting on this park with over 30 in attendance.

President Kaplan asked about the zip line and it was noted to be a line versus a beam.

Comm Rep Sernett made a motion, seconded by Comm Rep Bettencourt to recommend the board award the purchase of Princeton Playground Equipment from Cunningham Recreation (Game Time) for a total of \$99,999.91 and as outlined in M20-010. The motion carried by voice vote.

G. Balanced Scorecard/M20-012:

Executive Director Talsma reviewed the item noting that there was a new format providing additional information.

Comm Rep Bettencourt made a motion, seconded by Comm Rep Aguilar to recommend the board approve the Balanced Scorecard as presented and as outlined in M20-012. The motion carried by voice vote.

H. Parks, Planning, Maintenance Report & 4Q Goals/M20-011:

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Director Hugen reviewed the item noting that the district had received the OLSAD grant for Birch Park and would begin the planning phase with the park to be completed in 2021.

Commissioner K. Evans asked if the residents had been notified and Director Hugen said they had not yet but would be and the information would be on the website.

Comm Rep Aguilar made a motion, seconded by Comm Rep Bettencourt to send the PPM Report M20-011 and 4Q Goals to the board as presented. The motion carried by voice vote.

7. <u>Committee Member Comments:</u>

Comm Rep Sernett noted that it was good to know what the district's plans were for the coming year.

Comm Reps Bettencourt and Aguilar agreed and thanked staff for their hard work.

Chairman R. Evans asked how many postcards went out to advertise The Club and Director Bechtold noted that they sent 55,000. Chairman R. Evans also noted that he would see everyone at conference later this week.

8. Adjournment:

Comm Rep Bettencourt made a motion, seconded by Comm Rep Sernett to adjourn the meeting at 9:50 p.m. The motion carried by voice vote.

Respectfully submitted,

Craig Talsma Secretary

Peg Kusmierski Recording Secretary

TO: Building and Grounds Committee FROM: Craig Talsma, Executive Director

Dustin Hugen, Director of Parks, Planning & Maintenance

RE: Purchase of Ford T350 Transit Cargo Van

DATE: 2/18/2020

Background:

The 2020 capital budget has allocated \$38,000 for the replacement of a Park's aquatics and facilities van. The current vehicle is a 2002 Dodge Ram van with 101,935 miles on it. It is in need of a new rear differential and the floor of the van has rusted out. The vehicle was declared surplus property by the District and will be auctioned off.

Implications:

Staff researched the Illinois State Contract Purchasing Program and found a suitable replacement using the state contract at Landmark Ford PSD #4018492. The replacement is a 2020 Ford T350 Transit Cargo Van. This van has a standard package price of \$25,207. After careful evaluation of the standard package, staff has added the following to the package: cargo doors 60/40 passenger side, cruise control, back up alarm, cloth trim, limited slip axle, heavy duty alternator, heavy duty trailer tow package, vinyl floor covering, rustproof and undercoat, medium roof option, delivery, additional keys, integrated brake controller, power inventor, dual batteries, license, title, and municipal plates, totaling \$6,216. Purchasing through Landmark Ford using the state contract price, the total price will be \$31,423.

To meet the needs of the Aquatics and Facilities team, the van will need to be equipped with the following: bucket holder, cabinet file desk, modular storage system, shelving, case and carry shelf combo, utility hooks, caulking tubes and spray can trays, door organizers, back saver work station and ladder rack. If purchased through American Van, the total cost for accessories will be \$4,264. The final items to consider including are first aid kits and a fire extinguisher; if purchased through Pro Safety, the total will be \$79.

2020 Ford T350 Transit Cargo Van: \$ 31,423 Accessories: \$ 4,264 Safety Materials: \$ 79 Total Purchase Price: \$ 35,766

The total purchase price of \$35,766 will not exceed the budgeted amount of \$38,000.

Staff Recommendation:

Staff recommends that the B&G Committee approve to the full board the purchase of the 2020 Ford T350 Transit Cargo Van from Landmark Ford for \$31,423.

TO: Building and Grounds Committee FROM: Craig Talsma, Executive Director

Dustin Hugen, Director of Parks, Planning & Maintenance

Brian Bechtold, Director of Golf & Facilities

RE: Purchase of Two Sand Pros for BPC

DATE: 2/18/2020

Background:

Within the 2020 capital budget, \$50,000 has been allocated for the replacement of sand pros at Bridges of Poplar Creek Country Club (BPC). The new sand pros will be replacing a 2004 Toro Sand Pro (3020 series) and a 2005 Toro Sand Pro (5000 series). On both sand pros, the engines are worn and require new carburetors, the hydraulic pumps no longer perform at full capacity, and the models are so old that the parts are no longer in production. The sand pros were declared surplus property.

Implications:

Staff is well-versed on the Jacobsen, John Deere and Toro sand pros that are on the market currently and staff prefers the Toro brand. Toro offers the Sand Pro 2040, which uses zero turn technology from the z-turn mower allowing the sand pro to turn 360 degrees in one spot. This unit is the perfect fit for the small, oddly shaped bunkers at BPC. Toro also offers the multifunctional Sand Pro 5040 with 3WD; a unit which is perfect for pushing sand thanks to the 3WD and removable flex blade on the front of the unit. If both pieces of equipment are purchased from within the same brand, staff will be able to interchange the unit parts, plus it will allow for an ease of maintenance.

The units will be purchased through OMNIA National IPA (Intergovernmental Purchasing Alliance) contract #2017025 from Reinders. The Sand Pro 2040 which will include a complete rake kit, light kit and rake holders, has a total cost of \$13,055.15. The Sand Pro 5040 which will include a complete rake kit, 3WD, flex blade, light kit and front lift assembly has a total cost of \$22,084.46. The total cost for the two units is \$35,139.61.

Staff Recommendation:

Staff recommends that the B & G Committee approves to the full board the purchase of the Toro Sand Pro 2040 and Toro Sand Pro 5040 from Reinders through the joint purchase contract for a total purchase price of \$35,139.61.

TO: Building and Grounds Committee FROM: Craig Talsma, Executive Director

Dustin Hugen, Director of Parks, Planning & Maintenance

Brian Bechtold, Director of Golf & Facilities

RE: IGA with Village and Forest Preserve

DATE: 2/18/2020

Background:

In 2013, The Park District, the Village of Hoffman Estates, and the Cook County Forest Preserve agreed to construct a bike path connecting Shoe Factory Road Bike Trail to The Club at Prairie Stone (The Club). Once complete, this multi-purpose trail will allow west-side residents safe access under I-90 directly to The Club.

Over the past seven years, the Park District, the Village, and the Forest Preserve have been working to complete the design phase of the project. Our major roadblock is the railroad company who owns a portion of the land targeted for the bike trail has not agreed to the project and appears to be unwavering in their decision.

The District has budgeted approximately \$25,000 for each of the last eight years (\$25,672 in 2020) for our share of the project. Our entire contribution is an ADA contribution and funded from our Special Recreation Fund.

Implications:

Without having the support of the railroad company, a portion of the bike path project had to be redesigned. Unfortunately, the time constraints set forth in the original IGA have expired and a new IGA has been drafted. The new IGA outlines the financial and long-term maintenance responsibilities for the Park District, the Village, and the Forest Preserve.

The revised agreement has been reviewed by the appropriate parties within each agency and the final version of the IGA is attached. The Park District's legal counsel has approved the revised IGA. The Village Board is set to approve the revised IGA on February 17, 2020 and it will be presented to the Park District Board on February 25, 2020. Once both boards have approved it, signed copies will be distributed to all parties.

Staff Recommendation:

Staff recommends that the B&G Committee recommend to the full board the approval of the revised IGA for the Shoe Factory Road Bike Path.

INTERGOVERNMENTAL AGREEMENT AND LICENSE BY, BETWEEN, AND AMONG THE VILLAGE OF HOFFMAN ESTATES, THE HOFFMAN ESTATES PARK DISTRICT

AND

THE FOREST PRESERVE DISTRICT OF COOK COUNTY

This INTERGOVERNMENTAL AGREEMENT AND LICENSE (hereinafter referred to as the "AGREEMENT") is by, between, and among **THE VILLAGE OF HOFFMAN ESTATES**, a municipality of the State of Illinois (the "the Village"), **THE HOFFMAN ESTATES PARK DISTRICT**, a body politic and corporate of the State of Illinois (the "Park District"), and **THE FOREST PRESERVE DISTRICT OF COOK COUNTY**, a body politic and corporate of the State of Illinois (the "Forest Preserves"). The Forest Preserves, Park District, and Village individually shall be referred to as "PARTY", and collectively shall be referred to as the "PARTIES".

WITNESSETH:

WHEREAS, the continued development and organization of the metropolitan areas has increased public awareness of the importance of maintaining open space and providing recreational opportunities for individuals throughout the metropolitan area; and

WHEREAS, the Forest Preserves by virtue of its powers, as set forth under the Cook County Forest Preserve District Act, 70 ILCS 810/0.01*et seq.*, is authorized to enter into this AGREEMENT; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves and with the State to obtain or share services and to exercise, combine or transfer any power or function; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes and encourages cooperative agreements between units of Illinois' state and local government; and

WHEREAS, the Parties desire to participate in the design, engineering and construction of certain planned improvements on land owned by the Parties including, but not limited to a new recreational path connection to a Park District facility, paving the existing ½ mile unpaved recreational path leading through the Poplar Creek Forest Preserve from Route 59, parallel with Shoe Factory Road, to the Canadian National railroad right-of-way, construction of a bicycle and pedestrian undercrossing of Interstate Highway I-90, making improvements to the existing Shoe Factory Road facilities owned by the Forest Preserve District of Cook County, and designating a bike route in the Prairie Stone Business Park owned by the Village of Hoffman Estates, (collectively, the "Project"); and

- **WHEREAS**, the PARTIES approved a prior Intergovernmental Agreement and License for the Project on November 11, 2013 (the "Prior Agreement"); and
- WHEREAS, paving the existing unpaved recreational path leading through the Poplar Creek Forest Preserve from Route 59 to Shoe Factory Road is known as the "East-West Project, and the bicycle and pedestrian undercrossing of I 90 and improvements in the Prairie Stone Business Park are collectively known as the "North-South Project (the East-West Project and North-South Project are collectively depicted on Exhibit A); and
- WHEREAS, the scope, estimated costs, and construction timing of the Project have changed since the Prior Agreement; and
- **WHEREAS**, plans for the East-West Project located on property of the Forest Preserves were approved by IDOT and IDOT held a bid opening on September 20, 2019; and
- WHEREAS, the Village requests that the Forest Preserves and the Park District allow the Village access to and the use of the Popular Creek Forest Preserve and the other areas generally depicted in Exhibit B (the "SITE"), for the East-West Project; and
- WHEREAS, the total project cost of East-West Project is estimated to be approximately four-hundred seventy thousand dollars (\$470,000), while the Project scope was estimated at eight-hundred forty-five thousand three hundred ten dollars (\$845,310); and
- WHEREAS, the East-West Project is using the Federal Flexible Match (FFM) program for the Illinois Transportation Enhancement Program (ITEP) grant received by the Village on behalf of the Parties; and
- WHEREAS, under the terms of the ITEP grant, the Parties are collectively responsible for twenty percent (20%) of all phases of the engineering costs and twenty percent (20%) of the construction costs associated ("local share"); and
- WHEREAS, the Parties have collectively paid one hundred forty-four thousand four hundred twenty-five dollars (\$144,425.00) of the engineering and construction costs for the East-West Project, and
- **WHEREAS**, FFM identifies credits for the Parties' collective payments of Phase I and II engineering costs, to be used to towards the local share of construction and construction engineering of the East-West Project; and
- **WHEREAS**, the ITEP grant will be administered by the Illinois Department of Transportation ("IDOT"), which shall be responsible for approving all reimbursement requests pursuant to the terms of the ITEP grant; and

WHEREAS, the Parties, by this instrument, desire to memorialize their respective obligations and responsibilities toward engineering, construction and funding of the East-West Project as well as future maintenance responsibilities of the completed East-West Project.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, and in the spirit of intergovernmental cooperation, the Parties agree as follows:

1. <u>Incorporation of Recitals.</u> The recitals set forth above are incorporated herein and made a part thereof.

2. <u>Term and Termination</u>

2.1 Agreement Term.

This Agreement among the Parties shall become effective on the date it is authorized and executed fully by the Parties (the "Effective Date") and shall extend until it is terminated pursuant to Section 2.2 below.

2.2 <u>Termination.</u> Prior to the beginning of construction of the East-West Project, any of the Parties may terminate this Agreement upon sixty days' notice for any reason or for no reason at all. Once the construction contemplated herein is begun, a non-breaching Party may terminate this agreement at any time after a breaching Party has been provided written notice (pursuant to Section 8 of this Agreement) of its breach and failed to cure such breach within ninety (90) days of receipt of the notice. In addition, termination of this Agreement may be achieved at any time through written agreement of the Parties.

3. **Project Funds**

- 3.1 <u>ITEP Funds Share of Project Cost.</u> The Parties acknowledge and agree that currently approximately three-hundred thousand (\$300,000) in ITEP funds are appropriated towards the cost of construction and construction engineering for the East-West Project and that a change in the FFM funds was submitted to IDOT. Final project costs for the East-West Project will be determined upon project close out with IDOT.
- Forest Preserves' Share of the Project Cost. The Forest Preserves' share shall be fifty percent (50%) of the local share for the costs for the East-West Project. The Forest Preserves' total estimated share of the cost for the East-West Project is \$72,212.50. The Forest Preserves made an initial payment of \$20,898.52 to the Village towards its share with a remaining estimated amount not to exceed \$51,313.98 due for its portion of the East-West Project.
- 3.3 <u>Park District's Share of the Project Cost.</u> The Park District's share shall be twenty-five percent (25%) of the local share for the costs for the East-West

Project. The Park District's total estimated share of the cost for the East-West Project is \$ 36,106.25. The Park District made an initial payment of \$10,449.26 to the Village towards its share with a remaining estimated amount not to exceed, \$25,656.99 due for its portion of the East-West Project.

- 3.4 <u>Village's Share of the Project Cost.</u> The Village' share shall be twenty-five percent (25%) of the local share of the costs for the East-West Project. The Village's total estimated share of the cost for the East-West Project is \$36,106.25. The Village has made payments totaling \$113,077.22 toward the local share of the Phase I and II of the engineering costs of the East-West Project. The Village shall seek reimbursement from the Forest Preserve and Park District totaling \$76,970.97 per Section 3.7 of this Agreement. The actual share will be determined based on final project costs upon project close out with IDOT.
- 3.5 <u>Cost Estimates.</u> The cost for the East-West Project is only an estimate and does not limit the financial obligations of the Parties as described in 3.1, 3.2, 3.3, and 3.4 above. Notwithstanding the forgoing, the Parties' obligations to pay for eligible items shall be based upon the actual quantities used and the contract unit prices as awarded, and final project closeout reflecting all costs incurred during for the East-West Project.
- 3.6 <u>Payments.</u> As lead agency for the project, the Village will send invoices to the Forest Preserves and Park District for their respective shares of the Project cost.
- 3.7 <u>Reimbursement.</u> The parties acknowledge that the Village paid in excess its share for Phase I and II engineering to advance the East-West Project to an IDOT construction letting. The Forest Preserve (50%) and Park District (25%) agree to reimburse the Village a total of seventy-five percent (75%) of the local share. The total of the reimbursement shall not exceed \$76,970.97. This reimbursement will be invoiced on a progress basis during Phase III.
- 3.8 <u>Liability.</u> The liability of the Forest Preserve and Park District shall be separate and unique and neither party shall be jointly liable for the other party's share of the Project costs.

4. Forest Preserves' Responsibilities.

- 4.1 <u>Land Use.</u> The Forest Preserves agrees to allow the East-West Project to be constructed, operated, maintained, repaired and replaced on land presently owned, as is necessary for the completion of its construction.
 - A. This Agreement shall constitute a license for the Village to design, construct, install, and complete the Project in the designated areas identified on Exhibit B (the "SITE"). The term of the license granted herein shall expire on December 31, 2023 (the "Term").

- B. <u>Ingress and Egress</u>. The Village, its employees, contractors, suppliers, servicemen and invitees are further granted the right of ingress and egress, during the Forest Preserves' normal hours of operation, to the SITE for the purpose of completing the Project.
- C. <u>Hours of Operation</u>. The Village is permitted to exercise its rights under this Agreement from dusk till dawn. Notwithstanding the foregoing, if the Village and/or Park District desire access to the SITE after public hours of operation, except in cases of emergency, the Village will make reasonable efforts to notify the Forest Preserves' Representative identified in Section VIII(M) of this Agreement prior to entry, or as soon as practicable thereafter.
- 4.2 <u>Transfer of Responsibility.</u> Upon completion of the Project, the Forest Preserves will assume full responsibility for the maintenance and operation of the segment of the East-West Project located on Forest Preserves property.
- 4.3 <u>Plan Review and Approval.</u> The Forest Preserves shall review and, if acceptable to the Forest Preserves in its sole discretion, grant and consent to any and all permits, rights of access (ingress and egress), temporary use to the Village, without charge to the Village. Any permit for right of access, temporary use shall not be unreasonably withheld by the Forest Preserves.
- 4.4 <u>Payment.</u> The Forest Preserves will pay to the Village its share of Project costs upon receipt of invoices for engineering services and construction of the Project as specified in Section 3.

5. Park District's Responsibilities.

5.1 <u>Payment.</u> The Park District will pay to the Village its share of Project costs upon receipt of invoices for engineering services and construction of the Project as specified in Section 3.

6. Village's Responsibilities.

6.1 <u>Lead Agency.</u> The Village agrees to act as the lead Agency for the Project. As lead Agency, The Village agrees to assume the overall East-West Project responsibility, including assuring that all permits, required insurance and other documentation as may be required by the PROJECT are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the Project.

6.2 Construction.

- A. The State of Illinois shall advertise and receive bids, the Village will provide construction engineering inspections through consultant services and cause the East-West Project to be constructed concurrently in accordance with the approved plans and specifications, in addition to doing the following:
 - 1. With the State and the Village consultant, monitor the performance of construction work and serve as a liaison between the respective Parties and the construction company. With the cooperation of the Forest Preserves and Park District, the Village shall supply the contractor with the information and documents the contractor needs for the construction of said East-West Project; and
 - 2. Execute, including payment of invoices for work completed, all of the Village's obligations under the contract with the construction company, unless the Village is excused from performance thereunder due to breach by the Contractor; and
 - 3. Assist each Party with documentation reasonably necessary for informational or financial purposes regarding the construction of said East-West Project and payment of their respective shares, including but not limited to assisting with a timely response to any lawful public records request.
 - 4. Before construction commences, the Forest Preserves shall be furnished with a copy of all contracts related to the construction or repair of said East-West Project. The Forest Preserves shall have the right to monitor construction of said East-West Project and insist that said East-West Project is constructed according to Plan as well as within proper time periods.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the Forest Preserves shall be submitted to the Forest Preserves for approval prior to commencing such work. The Forest Preserves shall review the proposed deviations and indicate its approval or disapproval thereof in writing, which approval shall not be unreasonably withheld or delayed. If the proposed deviation to the plans and specifications are not acceptable, the Forest Preserves shall detail in writing its specific objections.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the Forest Preserves, the Village shall provide no less than five (5) calendar day's written notice to the Forest Preserves prior to commencement of work on the East-West Project.
- D. The Forest Preserves and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the East-West Project that affects the Forest Preserves. The Forest

Preserves shall assign personnel to perform inspections on behalf of the Forest Preserves of all work included in the East-West Project that affects the Forest Preserves' property, and will deliver written notices to the Engineer of Hoffman Estates advising the Village as to the identity of the individual(s) assigned to perform said inspections.

E. Notices required to be delivered by any PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section VIII of this AGREEMENT.

The Village shall give notice to the Forest Preserves upon completion of 70% and 100% of each phase of the East-West Project, and the Forest Preserves shall make an inspection thereof not later than fourteen (14) calendar days after notice thereof. The PARTIES acknowledge that, if the East-West Project is constructed at different times, each phase may reach 70% and 100% completion at different times and, therefore, there may be up to four (4) such inspections. The Village's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the Forest Preserves' representative shall give immediate verbal notice to the Village's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineer of the Village. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The Forest Preserves shall perform such joint re-inspections within fourteen (14) calendar days after receiving notice from the Village that the deficiencies have been remedied.

- 6.3 Payment. The Village entered into a contract with an engineering consultant for design and construction services for the East-West Project. The Village will invoice the other Parties for their shares of the engineering services. As lead agency, the Village will invoice the Parties for their shares of construction as the Village is invoiced by the State and on a progress basis for the construction engineering services.
- 6.4 <u>Timing of Payments.</u> As lead agency, the Village will determine through coordination with IDOT the schedule for payment of the local funding shares based on criteria used for this federal funding program. Any payments made by the Parties will count toward those individual local shares of the total project costs.

7. General Provisions.

- 7.1 It is understood and agreed that this is an AGREEMENT by, between, and among the Parties.
- 7.2 It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter

hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.

- 7.3 Wherever in this AGREEMENT approval or review by any of the Parties is provided for, said approval or review shall not be unreasonably delayed or withheld.
- Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- 7.5 This AGREEMENT may be executed in three (3) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- 7.6 This AGREEMENT may only be modified by written modification approved by the corporate authorities of the PARTIES hereto.
- 7.7 This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- 7.8 This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- 7.9 The failure by any of the Parties to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by any of the Parties unless such provision is waived in writing.
- 7.10 It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Cook County, Illinois.
- **Notices.** All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or facsimile delivery to the following persons at the following addresses:

Forest Preserves of Cook County Attn: Pamela Sielski, Landscape Architect / Project Manager 536 North Harlem Avenue River Forest, IL 60305 Tel (708) 771-1355 Fax (708) 771-1360

Village of Hoffman Estates

Attn: Michael Hankey, Director of Transportation and Engineering 1900 Hassell Road Hoffman Estates, IL 60169 Tel (847) 252-5801 Fax (847) 781-2679

Hoffman Estates Park District Attn: Dustin Hugen, Director of Planning and Development 1685 W. Higgins Road Hoffman Estates, IL 60169 Tel (847) 285-5465 Fax (847) 885-8684

- 9. No Estate in Land. This Agreement creates a license only for purpose of completing the East-West Project. No Party shall be deemed to hold and shall not claim at any time any interest or estate of any kind or extent whatsoever in any Forest Preserve property by virtue of this Agreement.
- 10. <u>Insurance and Casualty.</u> The Village, Park District, and their respective contractors and subcontractors shall maintain the following insurance coverage relating to the construction and repair of said Project:
 - 10.1 <u>Worker's Compensation and Occupation Disease Insurance</u>, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees who are to provide a service or labor under this Agreement. Employer's liability coverage with limits of not less than \$500,000.00 for bodily injury by each accident and \$500,000.00 for bodily injury by disease for each.
 - 10.2. <u>Commercial General Liability Insurance (Primary and Umbrella)</u>: Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000.00 combined single limits per occurrence and aggregate for bodily injury, property damage and personal injury.
 - 10.3. <u>Automobile Liability Insurance (Primary and Umbrella) Commercial Automobile Liability Insurance</u> covering owned, non-owned, and hired vehicles, including the loading and unloading thereof, with limits of not less than \$1,000,000 per occurrence combined single limit, for bodily injury and property damage.
 - 10.4. <u>Insurance Requirements</u>: All policies of insurance required hereunder shall be written by carriers, which possess A- policyholders rating or better and a

minimum Class VII financial size category as listed at the time of issuance by <u>AM</u>. <u>Best Insurance Reports</u> (the aforesaid rating classifications to be adjusted if and to the extent that Best adjusts its rating categories). The Commercial General Liability Policy and Automobile Liability Policy shall be on a primary and non-contributory basis with respect to any insurance or self-insurance programs carried or administered by the Forest Preserves and/or the Park District.

- A. All policies of commercial general liability insurance shall name the Forest Preserves and Park District as an Additional Insured for any and all injury, damage, liability, expenses or judgments arising out of the construction and repair of said Trail and overpass.
- B. All policies shall provide that they may not be canceled, renewed or reduced unless at least thirty days' prior written notice thereof has been proven to the Additional Insured.
- C. Insurance Certificates: Village or Contractor may furnish insurance certificates as evidence of the required coverage to the Forest Preserves and Park District. No construction shall commence prior to the Forest Preserves' approval of the insurance coverage.
- 11. <u>Indemnification.</u> To the extent permitted by law, the Village shall protect, indemnify, defend and save harmless the Park District and the Forest Preserves, their respective Commissioners, officers, agents, servants and employees from and against any and all liabilities, losses, damages, costs, expenses, attorney fees, causes of actions, suits, claims, damages or judgments of any nature whatsoever arising from the Village and/or its Contractor's completion of the Project and caused by any action or omission of the Village. To the extent permitted by law, the Village hereby waives all claims for recovery from the Park District and the Forest Preserves, their respective Commissioners, officers, agents, servants and employees for any loss or damage to any of its personal property arising from this Agreement.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

THE FOREST PRESERVE DISTRICT OF COOK COUNTY

Ву:		Date:
	Toni Preckwinkle, President	
Attest:	Matthew B. DeLeon, Secretary	Date:
	Arnold Randall, General Superintendent	Date:
	Lisa Lee, Interim Chief Attorney	Date:
	HOFFMAN ESTATES PA	ARK DISTRICT
Ву:		Date:
Ву:		Date:
	VILLAGE OF HOFFMA	AN ESTATES
Ву:		Date:
Ву:		Date:

TO: Building and Grounds Committee FROM: Craig Talsma, Executive Director

Dustin Hugen, Director of Parks, Planning & Maintenance

Brian Bechtold, Director of Golf & Facilities

RE: Carpet Installation at The Club

DATE: 2/18/2020

Background:

Part of the 2020 Hoffman Estates Park District capital budget is \$100,000 for new flooring at The Club. This was identified per our GIS data base and was planned into the budget accordingly for new carpet in all of the fitness areas and new hard wood flooring in the old weight room area. It was determined that the carpeting would need to be bid and the flooring for the old weight room would be under \$25,000, so only quotes would be obtained.

Implications:

A team of staff members reviewed multiple options for the carpeting with color and patterns that were recommend for our use by a local carpet vendor for the carpeting portion. Once the type of carpet and color were chosen, a bid package was put together and released. A mandatory pre-bid meeting was held at 11:00 a.m. on February 5, 2020 at The Club; the following vendors were in attendance:

- 1. Scharm Flooring
- 2. Consolidated Flooring
- 3. Red Feather Group
- 4. Royal Flooring
- 5. POC Inc.
- 6. S and S Construction

We received the following bids from three of the vendors who were present at the pre-bid meeting:

Scharm Flooring \$45,381
 Red Feather Group \$53,777
 Consolidated Flooring \$61,965

The lowest bidder for the carpet purchase and install was Scharm Flooring at \$45,381. Scharm Flooring has completed carpet, hardwood, and tile projects for HE Parks and staff has always been impressed with their quality of work.

The old weight room area is being redone with ¾ inch maple hardwood stained in a light grey color with a satin finish. Four quotes were received for the hardwood floor and Danny Flooring was the lowest at \$24,200.

Recommendation:

Staff recommends that the B&G Committee approve to the full board a contract with Scharm Flooring for the purchase and installation of carpet tiles for the low bid price of \$45,381 plus an additional 5% (\$2,270) for contingency.

TO: B & G Committee

FROM: Craig Talsma, Executive Director

Dustin Hugen, Director of Parks, Planning & Maintenance

RE: South Ridge Park OSLAD Construction Contract

DATE: 2/18/2020

Background:

In 2019, HE Parks was awarded an OSLAD Grant for improvements at South Ridge Park. Over the last year, staff, along with WT Group, have been working on the planning, permitting and construction design. The construction bid was released and set to be opened at 10:00 a.m. on February 11, 2020.

Implications:

The bid was set-up as a large scale bid in which the awarded contractor would act as the General Contractor (GC) and oversee the completion of each aspect of the project. WT Group was able to provide HE Parks with a list of 19 contractors specifically qualified for this type of project. Although the bid notice was sent to the entire list, only two contractors presented a bid. Unfortunately, both bids exceed the overall budget for South Ridge Park project:

Martam Construction \$1,689,340
 Copenhaver Construction \$1,477,677

After further discussion with WT Group, we are proposing to decline all bids and rebid the project out in phases. Staff hopes to have the new bid packet out within two weeks. At this time we don't believe this will affect the timing of the project.

Recommendation:

Staff recommends that the B & G Committee approve to the full board to reject all bids and rebid the project for a March approval.

TO: B & G Committee

FROM: Craig Talsma, Executive Director

Dustin Hugen, Director of Parks, Planning & Maintenance

RE: Playground Installation at Princeton Park

DATE: 2/18/2020

Background:

The Board previously awarded supply of equipment for playground improvements at Princeton Park to Gametime. With those purchase orders being issued, staff prepared bid documents for the installation of that equipment and associated work including removal of fall surface, installation of new equipment, drainage and fall surface systems, and new concrete, where necessary. In addition to the playground work, a concrete walkway to the new splash pad will be installed to provide easy access to the splash pad and eliminate the need to walk through the playground.

Implications:

This project has a total budget of \$200,000 (playground, splash pad and install) with an ADA budget of \$40,000. \$100,000 was for the equipment. Bids were sent to seven contractors. On February 11, 2020, the following four bids were presented:

1.	D&J Landscaping	\$95,207.10
2.	GLI Services	\$94,250.00
3.	Innovation Landscapes	\$76,911.00
4.	Hacienda Landscaping	\$75,801.00

The lowest bid provided by Hacienda Landscaping was reviewed by staff for accuracy and completeness, and all numbers were confirmed by bidder. A reference check was conducted; unanimous feedback reported projects meeting completion times with quality work performed. Also, HE Parks has an established rapport with Hacienda Landscaping. In 2016, Hacienda Landscaping completed the install of the playground at Victoria Park and did an excellent job.

This part of the project is within the expected scope of the budget. Overall, staff believes the entire project will come in under budget; only the splash pad portion remains.

Recommendations:

Staff recommends that the B & G Committee approve to the full Board a contract with Hacienda Landscaping for the installation of playground equipment at Princeton Park for the low bid price of \$ 75,801.00 and an additional 5% contingency of \$3,790.

TO: Building and Grounds Committee FROM: Craig Talsma, Executive Director

Dustin Hugen, Director of Parks, Planning & Maintenance

RE: Path Snow Plowing

DATE: 2/18/2020

Background:

Recently staff received questions and comments regarding the level of attention given to snow removal of the paths within the parks at Fabbrini, South Ridge and Black Bear. The primary concern has been once the area is plowed the District is not maintaining the paths as diligently as the sidewalks at our facilities. For the parks, the snow removal team clears the snow using a regular truck with a flat fixed plow within 48 hours after snow fall has stopped. As of now, we do not apply a topical treatment to the park paths after snow removal.

Implications:

Upon receiving the questions and comments, staff researched three options for topical treatments which included salt, sand, and beet juice. On average, Chicago receives 27 days of snow per year (O'Hare and Midway average) with 12 of the snow falls measuring over an inch. With 105,600 square feet of paths in the parks, assuming we salt only when over an inch of snow falls, it would cost the District an extra \$5280 in salt plus labor for 12 applications. Salt will kill the grass next to the paths in these parks requiring restoration every spring with either seeding or sod. With seeding, there is a low chance of germination due to heavy foot traffic. For sod, it would require close to 90 pallets of sod (\$13,500) and a minimum of two full weeks of labor. Also, Commissioner Evans spoke to some residents using the paths and found out that the salt irritates dog paws; with dog walkers being the predominant foot traffic on many of the park paths in the winter, this factor should be taken into consideration.

Sand is the second method being considered for melting snow and ice. The downside to sand is that it is very abrasive and can cause damage to the path itself. The sand will also wash away into the turf profile next to the path building up the soil profile over time and causing a lip to form on the edge of the paths. Sand is cheaper than salt but requires special equipment for application which the parks department does not currently have.

The final option that staff looked into was the use of beet juice on the paths. To be most effective, beet juice needs to be mixed with salt brine because beet juice helps the salt brine work at lower temperatures to treat icy or snow packed surfaces, plus the beet juice prevents the ice from sticking to the pavement allowing for easier removal. All of these options will have a financial impact and labor requirement of the parks department.

Staff has also researched the best equipment to use when plowing paths that will provide the best possible surface without the use of salt, sand or beet juice. We have received information on the John Deere Gator, John Deere 1575, Steiner 450, Toro Groundsmaster 7120 (demo unit to arrive

on 2/12/2020) and the Ventrac. All of these units would serve the district in more ways than just snow plowing as all of them would double as mowers, except the John Deere Gator which would double as a utility vehicle. These units fit our paths with plenty of space to where you do not have concern about turf or property damage. We would like to demo as many of them as possible before providing a recommendation on which units to purchase.

Staff will be posting signs at South Ridge, Black Bear and Fabbrini with the following language: "Exercise caution at all times when utilizing paths. During winter months, snow and ice may accumulate due to natural runoff and may freeze/thaw with temperature changes. Salt and/or other chemicals are not used as they can be harmful to both pets and the park grounds. Paths are cleared within 48 hours after the end of snow fall of at least one inch accumulation."

This will inform residents of how we maintain the paths through the winter months and that they need to use caution while using the paths. Staff will continue to demo proper equipment and investigate cost to the district to use proper equipment and look at this for 2021 Capital purchase, if feasible.

Recommendation:

No recommendation for information only.

Memorandum M20-016

To: B&G Committee

From: Craig Talsma, Executive Director

Dustin Hugen, Director of Parks, Planning & Maintenance

RE: Parks, Planning & Maintenance Board Report

Date: 2/18/2020

TC NORTH ROOF

As mentioned last month, the roof is substantially complete, meaning it serves its main purpose without interruption to HE Parks operations. Anderlock, the subcontractor responsible for the kalwall system, finished, their install and punch list items this past month. DCG Roofing has completed the roof structure and is 70% done with battens (top clips on the metal roof), they have completed the original punch list, and WJE (consultant) is scheduling another punch list walk through. DCG is still waiting on some new clips to arrive from Berridge (sheet metal manufactory) to replace the incorrect clips that were originally sent; once those arrive, they will install those and the snow guards to finish the roof structure.

TC ICE RINK 2 RENOVATION

Staff held a pre-construction meeting with Minnesota Ice and their subcontractors. The meeting was organized and run by Jim Maland from Stantec Consulting. The first two weeks of the project were planned out so that all contractors would be on the same page for start dates and timelines. Below is that timeline:

- March 2 Minnesota Ice will begin staging some equipment.
- March 3-7 Removal of current sheet of ice. Setup of ventilation system, removing flags, covering pipes and speakers.
- March 9- 13 Removal of dasher boards.

THE CLUB RENOVATIONS

On January 6, 2020, the parks department started the renovations at The Club by removing the tennis nets, post and all the wall protection tarps. Once the tarps were removed, the tension wires needed to be removed along with all "L" brackets from the walls. BP&T was the contracted painter for this project and began painting around the remaining tennis court on the January 7. The painters were finished with all the walls, doors and duct work on January 13. Parks staff worked in conjunction with the painters by cleaning any walls and duct work they came across in order to keep the project moving along.

The wall to divide the tennis court from the new fitness area was constructed by our in-house construction team. The wall is 120 feet in length and stands 12 feet tall. The wall was designed to be three feet in width to provide enough stability since it was not connected to a ceiling. Staff worked with WT Engineering on the design and obtained appropriate permits from the Village of Hoffman Estates. The construction of the wall, taping, mudding and painting were finished on January 23. During the construction of the wall, staff also ran new electrical along the east wall for TV and computer placement.

The turf and rubber flooring arrived on January 24th and 28th. The remainder of the week, Parks staff installed flooring and assisted Perfect Turf in the install of the synthetic turf. All departments from the Parks team have been working on the renovations at the club, as needed.





BERGMAN POINTE PARK & BASIN

Staff is currently working with MI Homes on getting the deed for the property where the Bergman House was located. The village has granted us three addresses for the properties that the Park District now owns at the Bergman Pointe development. Bergman Pointe Park is 3475 Elsie while the Bergman Pointe Basin has two addresses because the district has two entry points to the basin. Those addresses are 3400 Elsie and 3565 Herald (the map below shows our property within the development).



OTHER

Other items that were worked on, completed or started in January at the Parks, Planning and Maintenance Department:

- Bids released for Princeton Playground Install, South Ridge Park Construction and The Club Carpet replacement
- Director Dustin Hugen and Parks Supervisor Steve Bessette attended the IAPD State Conference. All other Parks Department supervisors attended the IAPD trade show
- Continue to replace lights at BPC parking lot with new LED structures
- HVAC maintenance
- TC sauna repairs to fix the high limit switch and install new cement board over the cedar planks
- A new cleanout was installed at the Vogelei Barn per village code
- BPC floors drains were rotted out
- Alkaline and calcium testing along with filter changes and overall cleaning were completed to the spa at
 The Club to eliminate the foamy water and residues. Staff assisted Aqua Pure in some of the testing and
 it was discovered that all water/filters and media are appropriate and the cause of the issues are body
 oils, shampoo and soaps
- Vogelei Park landscape clean-up
- Tree work at Poplar Park
- Brush removal at the pond at TC and at Trailside Court
- Tree Removal at 1489 Paisley Ct
- The coolant sensor was replaced on the generator at TC
- Litter removal and park garbage
- Bobcat track driven machine was ordered and delivered
- Routine vehicle checks
- Winter maintenance on snow plows and snow blowers
- Maintenance and repairs to multiple vehicles and equipment