



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



**AGENDA
SPECIAL BOARD MEETING
TUESDAY, APRIL 18, 2023
IMMEDIATELY FOLLOWING 7:15 PM RECREATION COMMITTEE MEETING
Triphahn Center – Board Room**

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. COMMENTS FROM THE AUDIENCE
5. PINE PARK MOU WITH SCHOOL DISTRICT 15 / M23-038
6. IMRF REPRESENTATIVE RESOLUTION / M23-033 / R23-001
7. COMMISSIONER COMMENTS
8. ADJOURNMENT

MEMORANDUM M23-038

TO: Building & Grounds Committee
FROM: Craig Talsma, Executive Director
Dustin Hugen, Director of Parks, Planning & Maintenance
RE: Pine Park Soccer Field Memo of Understanding
DATE: 4/18/2023

Motion:

Approve to the full board the Pine Park Soccer Field Memo of Understanding.

Background:

In 2022 the park district applied for an OLSAD Grant for Pine Park. Part of the OSLAD Grant was to build new soccer fields at Pine by grading the area and regressing the fields to meet our needs for soccer at that location. The district did not receive the grant at this location and without grant funds, we were not going to be able to build the soccer fields. School District 15 is currently in the process of a major renovation at Thomas Jefferson School to convert to a middle school. Part of this process is building a track on the north side of the school that is going to produce large quantities of soil. HEParks staff approached the school district about using that soil to build soccer fields at Pine Park instead of hauling the material away.

Last month the A&F committee passed the new budget of \$300,000 with the School District contribution of \$150,000 in labor/material to construct a new soccer complex. Park District staff will be restoring the sled hill and shelter, and completing all grassing and restoration of the park project. The current in-line skating rink will be converted to five pickleball courts with lights, and the 1/3 mile walking path will be resurfaced. A new playground will be part of the 2024 budget once the School District removes their playground in June 2024. Attached to this memo is a drawing of the project.

Rationale:

The two parties came to an agreement that the School District would provide the labor, equipment, engineering and permitting necessary to build the soccer fields at Pine Park. Once all the soil has been moved to the proper location at Pine Park and grading is finished to match the grading plan, the area will be turned over the Park District to complete the grassing of the field. The attached Memo of Understanding will act as the agreement between the two parties.

Legend

- Feature 1
- Path Measure
- Pine Park
- Polygon Measure
- Untitled Polygon



PINE PARK SOCCER FIELD MEMO OF UNDERSTANDING

This Memo of Understanding (the “Memo”), made this ___ day of _____, 2023, by and between the Hoffman Estates Park District, an Illinois park district (the “Park District”) with its principal place of business at 1685 W. Higgins Road, Hoffman Estates, Illinois, 60169-2998, and Community Consolidated School District 15, an Illinois school district (the “Contractor”), with its principal place of business at 580 N. 1st Bank Drive, Palatine, Illinois, 60067-8110.

WITNESSETH

That the Park District and Contractor, for the consideration hereinafter named, agree as follows:

1. Labor and Materials

Contractor shall provide all labor, equipment and materials required to complete the following work: Hauling soil from school district property to park district property at Pine Park for the purpose to build a soccer field at Pine Park. A haul road shall be created to not damage any existing asphalt or areas outside the construction zone. Soil will be graded according to “Exhibit A” (Grading Plan & Scope) and site will be turned over to park district once final grade is completed. Contractor is responsible for all permits needed for this project.

2. Contract Documents

The Contract Documents consist of this Memo. Modifications to this Memo may only be made in writing and endorsed by the Parties.

3. Term

The term of this Memo shall commence on April 19, 2023 and shall continue until completion of work outlined in Exhibit A.

4. Performance of Work; Warranty

Contractor agrees to perform all Work in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall not interfere in any way with and shall cooperate fully with other contractors used by Park District for any other work at the Project sites.

5. Contract Sum

There are no fees between parties.

6. Payment

No payments between parties.

7. Changes in the Work

Changes in work will be communicated in writing by both parties prior to any of the work being completed.

8. Correction of Deficiencies

Not applicable.

9. Cleaning Up and Restoration of Property

The Contractor shall keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Memo. At the completion of any Work performed, the Contractor shall remove all rubbish, tools, and equipment from the sites and adjoining premises, leaving the area in a neat and clean condition.

10. Title

Not applicable.

11. Safety of Persons and Property

- a. The Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - (i). employees engaged in the Work, Park District employees and patrons and other persons who may be affected thereby; and
 - (ii). the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors.
- b. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- c. The Contractor shall promptly remedy damage and loss to Park District property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park

District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor.

12. Insurance

Contractor and all subcontractors will procure and maintain during the Term and any Renewal Term the insurance coverages provided herein, or such other insurance coverages as shall be required by the Park District's insurer or the risk management agency of which the Park District is a member.

- a. General: The Contractor shall not commence the Work until it has obtained all insurance required, and it has been approved by the Park District, nor shall Contractor allow any subcontractor to commence work on any portion of the Work until all insurance required of the subcontractor and sub-subcontractor has been similarly approved by the Park District.

All such insurance shall be purchased only from companies licensed and duly authorized by the Department of Insurance of the State of Illinois to do business in Illinois and to write the types of insurance policies as herein specified. Insurance companies must have a minimum policy holder's rating of A+ and a financial rating of AAAAA as stated in the latest edition of Best's Insurance Guide.

The Park District, its elected and appointed officials, employees, agents and volunteers shall be included as an additional named insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. The coverage afforded the additional insureds shall apply as primary insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the Contractor. If the additional insureds have other self-insurance or insurance which is applicable to the loss, such other self-insurance or insurance shall be on an excess or contingent basis. Any self-insurance maintained by the Park District shall be deemed excess of such Bidder's insurance and shall not contribute with it. The amount of the Contractor's liability under this insurance policy shall not be reduced by the existence of such other insurance.

The insurance coverages must be maintained by the Contractor and the subcontractor until all the Work is completed by the Contractor and accepted by the Park District. If the policy is written on claims made basis, then the Contractor shall purchase such additional insurance as may be necessary to provide specified coverage to the Park District for a period of not less than five (5) years from the completion of the Work.

- b. Automobile Liability: Contractor shall obtain at his expense and keep in force at all times during the performance of the Work, Comprehensive Automobile Liability Insurance

providing for bodily injury, personal injury and property damage, limits of an amount not less than \$1,000,000 per occurrence and \$2,000,000 per annual aggregate.

- c. General Liability Insurance: Contractor shall obtain at his expense and keep in force at all times during the performance of the Work, Comprehensive General Liability Insurance providing for bodily injury, personal injury and property damage, limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- d. Worker's Compensation and Employer's Liability Insurance: Contractor shall obtain at his expense and keep in force at all times during the performance of Work, worker's compensation and related insurance coverage at amounts required by statute and employer's liability with limits of not less than \$1,000,000 per occurrence
- e. Certificates of Insurance: Contractor shall file with the Park District a Certificate of Insurance showing complete coverage of all insurance required by this section signed by the insurance companies or their authorized agents, certifying to the name and address of the party insured, the description of the work covered by such insurance, the insurance policy numbers, the limits of liability of the policies and the dates of their expirations, with a further certification from said insurance companies that their policies will not be modified, amended, changed, cancelled or terminated without thirty (30) business days prior written notice to the Park District. If any form of umbrella or excess coverage policy is utilized by the Contractor, the Park District reserves the right to require a copy of the entire policy.

13. Indemnification

The Contractor agrees to protect, indemnify, hold and save harmless and defend the Park District, its public officials, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of lawsuit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors of the Contractor or Park District, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the Contractor or any subcontractor, hereunder, whether such loss, damage, injury or liability is contributed to by the negligence of the Park District or by the premises themselves or any equipment thereon whether latent or patent, or from any other cause whatsoever, except that the Contractor shall have no liability or damages or the costs incident thereto caused by the sole negligence of the Park District.

14. Compliance with Laws and Permits

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform

its duties under this Memo. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Memo.

15. Choice of Law and Venue

This Memo is governed by the laws of the State of Illinois. Any suit or action arising under this Memo shall be commenced in the Circuit Court of Cook County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Memo, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor, its successors or assigns shall maintain no suit or action against the Park District on any claim based upon or arising out of this Memo or out of anything done in connection with this Memo unless such action shall be commenced within one year of the termination of this Memo. Contractor acknowledges that each provision of this Memo is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Memo is a material breach of the Memo and may be cause for immediate termination of this Memo. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

16. No Liability

The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Contractor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Contractor's Work and obligations under this Memo. The Park District is not liable for acts or omissions of Contractor or any of Contractor's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

17. Liens

In the event a lien is filed which is attributable to Work performed hereunder by the Contractor or any subcontractor, which is not attributable to non-payment by the Park District, the Contractor, at its cost and expense, shall promptly proceed to have such lien released and removed within a reasonable period of time, whether by legal procedure, settlement, compromise, or otherwise. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Park District all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

18. No Third Party Beneficiary

This Memo is entered into solely for the benefit of the contracting Parties, and nothing in this Memo is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Memo or to acknowledge,

establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses, and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

19. No Waiver

Waiver of any of the terms of this Memo shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Memo or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Memo. Waiver of any breach of this Memo shall not be held to be a waiver of any other or subsequent breach of the Memo.

20. Independent Contractor

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Memo; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Memo, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

21. Non-Assignment

This Memo is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

22. Notices

Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, or by email transmission with the sending Party retaining confirmation of receipt, to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

If to Park District: Hoffman Estates Park District
1685 W. Higgins Road
Hoffman Estates, IL 60169-2998
Attention: Director of Parks, Planning & Maintenance
Email: dhugen@heparks.org

If to School District: Community Consolidated School District 15
580 N 1st Bank Drive
Palatine, IL 60067-8110

Attention: Director of Facilities & Operations
Email: kaplanej@ccsd15.net

Notices sent by certified mail shall be deemed delivered the second business day following deposit in the mail, notices hand delivered shall be deemed given on the date of delivery, and notices sent by email transmission shall be deemed given on the date of transmission if between 9:00 AM and 5:00 PM on a business day, or, if later, the next business day.

23. Entire Memo; No Amendment

This Memo contains the entire Memo between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Memo shall be valid or binding. No modification of this Memo shall be effective unless in writing dated a date subsequent to the date of this Memo and signed by an authorized representative of each Party.

24. Headings

The headings for each paragraph of this Memo are for convenience and reference purposes Only and in no way define, limit or describe the scope or intent of said paragraphs or of this Memo nor in any way affect this Memo.

25. Severability

The invalidity of any section, paragraph or subparagraph of this Memo shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Memo is determined to be unenforceable, such provision shall be deemed severable and the Memo may be enforced with such provision severed or as modified by such court.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.

HOFFMAN ESTATES PARK DISTRICT

By:

Attest:

By:

**COMMUNITY CONSOLIDATED SCHOOL
DISTRICT 15**

By:

Attest:

By:

MEMORANDUM NO. M23-033

TO: All Committees
FROM: Craig Talsma, Executive Director
Nicole Hopkins, Director Finance & Administration
RE: IMRF Authorized Agent
DATE: April 18, 2023

Motion:

Recommend to the full Board the approval of Resolution 023-001 appointing Nicole Hopkins as the IMRF authorized agent for the District.

Background:

IMRF requires each local government unit to appoint an authorized agent to centralize the local administration of IMRF, file reports, and act as the agent of the governing body in IMRF matters. The authorized agent has a designated backup, titled the web assistant.

Due to the departure of the Director of Administrative Services and the Human Resources Manager, another staff member needs to fill the role of authorized agent temporarily. The role will be reassigned to the Director of Human Resources and Risk Management when that position is filled.

Rationale:

Due to previous experience with IMRF reporting and setup, the Director of Finance and IT is recommended to reduce training for a temporary reassignment.

HOFFMAN ESTATES PARK DISTRICT

RESOLUTION NO. 2023-001

A RESOLUTION APPOINTING NICOLE HOPKINS AS THE IMRF AUTHORIZED AGENT
FOR HOFFMAN ESTATES PARK DISTRICT

WHEREAS, the Hoffman Estates Park District is a non-home rule unit of local government (“Park District”);

WHEREAS, Illinois Municipal Retirement Fund (IMRF), requires each unit of local government to appoint an authorized agent;

WHEREAS, the Hoffman Estates Park District Board of Commissioners finds it to be in the best interest of the Park District to appoint Nicole Hopkins as the District’s IMRF authorized agent;

NOW, THEREFORE, BE IT RESOLVED by the Hoffman Estates Park District Board of Commissioners, as follows:

Section 1. The above recitals are incorporated into and made part of this Resolution.

Section 2. The Hoffman Estates Park District Board of Commissioners appoints Nicole Hopkins as the District’s IMRF authorized agent.

Section 3. All ordinances, resolutions, and regulations in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. This Resolution is effective on and after April 18, 2023.

PASSED by the Hoffman Estates Park District Board of Commissioners Hoffman Estates, Illinois, on April 18, 2023.

Ayes:

Nays:

Absent:

President

Secretary



NOTICE OF APPOINTMENT OF AUTHORIZED AGENT

IMRF Form 2.20 (Rev. 10/2014)

INSTRUCTIONS

- The governing body of an IMRF employer (including townships) can appoint any qualified party as the employer's IMRF Authorized Agent.
- The governing body makes the appointment by adopting a resolution.
- The clerk or secretary of the governing body must certify the appointment (see Certification below).
- Mail the completed form to the Illinois Municipal Retirement Fund.
- A copy of the completed form should be retained by the employer.
- The new Authorized Agent will need to register for a new User ID on IMRF Employer Access.

EMPLOYER NAME		EMPLOYER IMRF I.D. NUMBER	
AUTHORIZED AGENT'S SALUTATION <input type="checkbox"/> Dr. <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	LAST NAME	FIRST NAME	MIDDLE INITIAL JR., SR., II, ETC.
TYPE OF GOVERNING BODY			
DATE APPOINTMENT MADE (MM/DD/YYYY)	EFFECTIVE DATE OF APPOINTMENT (MM/DD/YYYY)	POSITION TITLE	
<p>Powers and duties delegated to Authorized Agent pursuant to Sec. 7-135 of Illinois Pension Code by governing body (P.A. 97-0328 removed the requirement that the Authorized Agent be a participant in IMRF to file a petition or cast a ballot):</p> <p>To file Petition for Nominations of an Executive Trustee of IMRF <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>To cast a Ballot for Election of an Executive Trustee of IMRF <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
X SIGNATURE OF AUTHORIZED AGENT NAMED ABOVE		DATE (MM/DD/YYYY)	
CERTIFICATION			
I, _____, do hereby certify that I am _____ <small>NAME</small> <small>CLERK OR SECRETARY</small>			
of the _____ <small>NAME OF EMPLOYER</small>			
and the keeper of its books and records and the foregoing appointment and delegation were made by resolution duly adopted on the date indicated.			
SEAL		SIGNATURE OF CLERK OR SECRETARY	
BUSINESS ADDRESS			
All correspondence and communications with the Authorized Agent are to be addressed as follows:			
NAME (IF DIFFERENT FROM ABOVE)			
<input type="checkbox"/> Dr. <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.			
BUSINESS ADDRESS			
CITY STATE AND ZIP + 4			
DAYTIME TELEPHONE NO. (with Area Code)		ALTERNATE TELEPHONE NUMBER (with Area Code)	
FAX NO. (with Area Code)		EMAIL ADDRESS	

IMRF

2211 York Road Suite 500 Oak Brook, IL 60523-2337

Employer Only Phone: 1-800-728-7971 Member Services Representatives 1-800-ASK-IMRF (1-800-275-4673) Fax (630) 706-4289