

**MUNDELEIN PARK & RECREATION DISTRICT
REGULAR BOARD MEETING**

Monday, August 13, 2018

7:30 p.m.

AGENDA

Call To Order:

Pledge of Allegiance:

Roll Call: Dolan, Frasier, Knudson, McGrath, Ortega

Approval of Minutes: Committee Meeting July 23, 2018
Regular Meeting July 23, 2018
Executive Session July 23, 2018

Approval of Disbursements: Warrants – 072718, 080218, 080318, 080718, 081018, 081318 = 846,758.41

Correspondence:

1. Thank you letter from Village
2. Email from and response to Ted Larkin
3. Email from and response to Sue Guarna
4. Email from and response to Sue Devanie

Old Business:

New Business:

1. Accept Grant Writing Proposal
2. Approve Business Services Administrative Assistant Job Description
3. Approve Use of Facilities Policy for the Personnel Policy Manual
4. Declare Regent Center Chairs as Surplus Property

Board Business:

Executive Session: Personnel 5 ILCS 120/2 (c)(1);
Purchase or Lease of Real Estate 5 ILCS 120/2 (c)(5); Imminent or
Pending Litigation 5 ILCS 120/2 (c)(11); Collective Bargaining or Salary
Schedules 5 ILCS 120/2(c)(2)

Action on Items Discussed in Executive Session, if Necessary

Visitors:

Adjournment:

Rules for Public Comment:

- A. At the start of the period for public comment the board President or acting chairperson will advise the public:
 - 1. The amount of time permitted for public comment;
 - 2. That all speakers state their name and addresses before addressing the Board;
 - 3. To avoid repetitive comments, testimony and general questions; and
 - 4. To appoint only one person to speak on behalf of a group.
- B. Each person will be permitted to speak one time only, unless the President determines that allowing a speaker to address the Board again will contribute new testimony or evidence germane to an issue on the agenda for that meeting.
- C. Unless a representative spokesperson is appointed in the manner described in rule D, all comments from the public will be limited to no more than three (3) minutes per person.
- D. Groups may register a representative spokesperson by filing an appearance form no later than one (1) hour in advance of a meeting. The appearance form must designate (i) the number of people the designee represents for the purpose of making public comment; (ii) the subject matter of the public comments; and (iii) whether the subject being represented by a group spokesperson shall be deemed to have waived their opportunity to speak independently unless the President determines that allowing such a speaker to address the Board will contribute new testimony or evidence germane to an issue on the agenda for that meeting.
 - 1. A representative spokesperson who timely files a complete appearance form to speak on a matter germane to the agenda shall be permitted to speak for three (3) minutes for each person being represented, up to a maximum of fifteen (15) minutes.
 - 2. A representative spokesperson who timely files a complete appearance form to speak on a matter not germane to the agenda shall be permitted to speak for three (3) minutes for each person being represented, up to a maximum of nine (9) minutes.
- E. The Board shall not respond to questions posed during public comment. All questions shall be recorded by the Board Secretary and a response shall be presented either during the next regular Board meeting or in writing before such meeting.
- F. All comments must be civil in nature Any person who engages in threatening, slanderous or disorderly behavior when addressing the Board shall be deemed out-of-order by the presiding officer and his or her time to address the Board at said meeting shall end.

Approved 4/14/2014 Board Meeting

Mundelein Park & Recreation District
Committee of the Whole
July 23, 2018

The Committee of the Whole meeting of the Board of Park Commissioners of the Mundelein Park and Recreation District was called to order at 7:00 pm by Vice President ORTEGA.

Present were Commissioners FRASIER, KNUDSON, McGRATH and ORTEGA. Staff present included Executive Director RESNICK, Golf Operations Manager BROLLEY, Golf Course Superintendent DORUFF, Superintendent of Buildings & Grounds SOLBERG, Superintendent of Recreation LaPORTE and Superintendent of Business Services & Technology ERICKSON.

Executive Director RESNICK reminded the Board that the logo refresh project was part of the 2018 Workplan and staff was still working on this project. She shared examples of several companies logo's as they changed over time.

The Board was updated on the Resolution for the Park District Dancers, the sealcoat bids and the surplus vending machine.

A proposal for assisting with an OSLAD grant application was received from Upland Design. Executive Director RESNICK said she knew the staff at Upland but was not familiar with their grant writing success. Commissioner FRASIER said the District had success with the PARC grant when a grant writer was used and supported using a grant writer again. Vice President ORTEGA asked about the firm that was used for the PARC grant application. Executive Director RESNICK said the owner moved to Colorado a few years ago, but that she would try reaching out to see if he was able to work remotely. She will also check success rates and references for Upland Design.

The Second Quarter Marketing report was reviewed by the Board. Executive Director RESNICK reminded the Board that the second quarter financial report would be reviewed at the second August meeting. An Executive Session was requested for the discussion of purchase or lease of real estate.

Commissioner FRASIER moved to adjourn to Executive Session to discuss the Purchase or Lease of Real Estate 5 ILCS 12-0/2(c)(5), second by Commissioner McGRATH at 7:19 pm. A roll call vote was taken with Commissioners FRASIER, McGRATH, KNUDSON and ORTEGA voting yes.

The Committee Meeting adjourned at 7:19 pm.

Secretary

**MUNDELEIN PARK AND RECREATION DISTRICT BOARD OF
PARK COMMISSIONERS, MUNDELEIN, LAKE COUNTY, ILLINOIS
HELD MONDAY, JULY 23, 2018 AT 7:30 P.M. AT THE
MUNDELEIN COMMUNITY CENTER ADMINISTRATION OFFICES,
1401 NORTH MIDLOTHIAN ROAD, MUNDELEIN, ILLINOIS**

The regular scheduled meeting of the Board of Park Commissioners of the Mundelein Park and Recreation District, Mundelein, Lake County, Illinois, was called to order at 7:30 p.m. by Vice President ORTEGA and he asked the assemblage to rise and recite the Pledge of Allegiance.

He then directed the secretary to call the roll. Commissioners FRASIER, KNUDSON, McGRATH and ORTEGA were present. Staff present included Executive Director RESNICK, Golf Operations Manager BROLLEY, Golf Course Superintendent DORUFF, Superintendent of Buildings & Grounds SOLBERG, Superintendent of Recreation LaPORTE and Superintendent of Business Services & Technology ERICKSON.

Commissioner McGRATH moved to approve the minutes of the Committee Meeting and Regular Meeting of July 9, 2018, second by Commissioner KNUDSON. Vice President ORTEGA repeated the motion and asked if there were any corrections or additions and none were made. A roll call vote was taken with Commissioners McGRATH, KNUDSON, FRASIER and ORTEGA voting yes.

Commissioner FRASIER moved to approve Warrants 070418, 071018, 071318, 071718 and 072318 in the amount of \$490,404.18 second by Commissioner McGRATH. Vice President ORTEGA repeated the motion and asked if there were any questions and none were raised. A roll call vote was taken with Commissioners FRASIER, McGRATH, KNUDSON, and ORTEGA voting yes.

Commissioner McGRATH moved to place the June Financials on file, second by Commissioner KNUDSON. Vice President ORTEGA repeated the motion and asked if there were any questions and none were raised. A roll call vote was taken with Commissioners McGRATH, KNUDSON, FRASIER and ORTEGA voting yes.

Commissioner KNUDSON moved to place the June Police Report on file, second by Commissioner FRASIER. Vice President ORTEGA repeated the motion and asked if there were any questions. A roll call vote was taken with Commissioners KNUDSON, FRASIER, McGRATH and ORTEGA voting yes

Vice President ORTEGA said a letter was received from the American Legion Post 867, thanking the District for support of their golf outing.

Executive Director RESNICK read Resolution 18-07-01. Commissioner McGRATH moved to approve Resolution 18-07-01 recognizing the Park District Dancers outstanding achievements at the Dupree Dance National Competition, second by Commissioner KNUDSON. Vice President ORTEGA repeated the motion and asked if there were any questions and none were raised. A roll call vote was taken with Commissioners McGRATH, KNUDSON, FRASIER, and ORTEGA voting yes. Vice President ORTEGA congratulated the dancers and dance staff on such an outstanding accomplishment.

Vice President ORTEGA said staff had recently advertised and bid the sealcoat project and the results were reviewed. Commissioner FRAISER moved to award a contract to Chicagoland Paving in an amount not to exceed \$22,060 for seal coating at Hanrahan, Cambridge Country, Diamond Lake Rec Center, Hickory, Indian Trails, Kracklauer, Boat Launch, Longmeadow and Wortham, second by Commissioner KNUDSON. Vice President ORTEGA asked if there were any questions and none were raised. A roll call vote was taken with Commissioners FRASIER, KNUDSON, McGRATH and ORTEGA voting yes.

Staff informed the Board that one of the vending machines being used in the Community Center lobby was no longer needed. Commissioner McGRATH moved to declare the FSI Vending Machine, model 3120 as surplus and sell it via the online auction, second by Commissioner KNUDSON. Vice President ORTEGA repeated the motion and asked if there were any questions. A roll call vote was taken with Commissioners McGRATH, KNUDSON, FRASIER and ORTEGA voting yes.

Staff Reports

Golf

Vice President ORTEGA asked about the cost of television commercials. Golf Operations BROLLEY said it was approximately \$3,000 for 200 (30-second spots). Vice President ORTEGA asked if the golf course had ever participated in a blog. He was told they had not. Vice President ORTEGA asked if it was difficult to adapt the two new piece of equipment. Golf Course Superintendent DORUFF said it involved different hoses and that the equipment was almost ready. Commissioner KNUDSON said he had seen several dead or dying pine trees at other golf courses and asked if we were experiencing this at Steeple Chase. Golf Course Superintendent DORUFF confirmed there is a disease adversely effecting pine trees that has around for several years. Steeple Chase chooses to focus on saving ash trees and will lose some pine trees.

Parks

Vice President ORTEGA asked if it was necessary to re-bid the athletic court project since changes were made. Superintendent of Buildings & Grounds said this was done through a change order in the existing contract.

Recreation

Commissioner McGRATH asked staff their opinion on pickleball. Superintendent of Recreation LaPORTE said we have not had a great deal of success with our indoor program but we would continue to identify supportive players to build the program. Vice President ORTEGA commented that the opening paragraph of the Recreation report was hard to follow. Superintendent of Recreation LaPORTE said he used the opening paragraph to point out highlights that were covered later in the report. Vice President ORTEGA asked if the District was doing anything to reach out to potential clients since being named by the Daily Herald readers as Best of the Best for Quinciaara venue. Superintendent of Recreation LaPORTE said not yet since the facility was heavily rented next month and would be closed for renovations most of September and October. Commissioner KNUDSON asked if the revenue for Barefoot Bay daily admissions included member visits. He noted how much higher it was than previous years. Superintendent of Recreation LaPORTE said it was only non-member daily fees. Some of the increase was due to an increase in non-resident rates.

Business Services

Vice President ORTEGA asked about the fraudulent check issue. Superintendent of Business Services & Technology ERICKSON said only one check was actually cashed and the bank reimbursed the District for this amount. She said the checks presented were not very large, in the \$1,500-2,500 range. This was most likely done to avoid detection.

Vice President ORTEGA announced service anniversaries: Anthony Nitti, 3 years; Mike Vitale, 11 years; and Scott Schleiden, 17 years.

There being no further business, Commissioner McGRATH moved to adjourn at 7:58 p.m. second by Commissioner KNUDSON. The motion was unanimously approved.

Secretary

Mundelein Community Days Commission

July 15, 2018

Ms. Margaret Resnick
Mundelein Park and Recreation District
1401 N. Midlothian Rd.
Mundelein, IL 60060

Dear Margaret:

On behalf of the Village Board and the Village Staff, I would like to thank you for your leadership on the committee and for all the Park District does to make Mundelein Community Days a great event, including hosting the bags tournament and the Freedom Classic. I would also like to thank the Park District Dancers for their performance at the gazebo, and the Park Board for the use of Kracklauer Park and for all your cooperation throughout the event.

Despite the extreme heat and periodic inclement weather, the festival was fantastic! Your contribution, and the support of the Park District, is vital to the success of the festival.

Thank you again.

Sincerely,



Kelsey Langel, Village Liaison
Mundelein Community Days Commission

KL/ts

Margaret Resnick

From: Margaret Resnick
Sent: Monday, July 30, 2018 5:31 PM
To: 'Ted Larkin'
Cc: Kevin Dolan; Jesse Ortega; Wally Frasier; Bob Knudson; Pat McGrath
Subject: RE: Thoughts on the New Park in the Holcomb Neighborhood

Thank you for your suggestions Mr. Larkin. Ultimately the name of the park will be decided by the Park Board of Commissioners. I will share all suggested names with them at next meeting on August 13. I will share your entire email so they are also aware of your reasoning and programming ideas.

Margaret Resnick

Executive Director

847-388-5460

www.mundeleinparks.org

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From: Ted Larkin [mailto:hvted.larkin@gmail.com]
Sent: Monday, July 30, 2018 5:14 PM
To: Margaret Resnick
Cc: Kevin Dolan; Jesse Ortega; Wally Frasier; Bob Knudson; Pat McGrath
Subject: Thoughts on the New Park in the Holcomb Neighborhood

Dear Ms. Resnick,

This is a suggestion and a few thoughts regarding the new Park about to be installed in Mundelein's Holcomb neighborhood. My family and I are 28-year residents of our home at 952 NW Holcomb Drive.

The main suggestion is related to the NAME of the park. I recall the neighborhood meeting at your offices one evening several months ago now whereat you provided a sheet / form soliciting possible names for the park. You offered neighborhood attendees the opportunity to weigh in by filling in their suggestions on that form. I hadn't thought about it before that evening, but now, after considerable thought, I would like to weigh in.

Would you consider the name of DIVERSITY PARK?

Here is the thing: The Holcomb neighborhood is blessed with a great amount of ethnic diversity. (I know of 9 (nine) languages spoken nearby.) I believe it makes sense to highlight and to celebrate our appreciation of our diversity. In doing so, we may help draw neighbors to the Park and promote its use by young and old alike.

With the Park, there are many possibilities to highlight and celebrate our neighborhood's diversity. And I realize getting the Park done is a huge accomplishment and neighborhood improvement in itself. Any additional efforts would be icing on the cake. However, why not?

For example, in time, I can envision some configuration of a world map with stars on those countries represented by the many backgrounds of our neighbors. I also envision helpful, or inspirational, or even just silly signs around the park for kids and adults in English, Spanish, Tagalog, Hindi, Vietnamese, Chinese, Polish, Italian, Croatian (languages I know are spoken by neighbors) and possibly others representing the many folks in the Holcomb area who I don't know. (We could perform a local census to confirm local ethnicities.)

The point is to highlight and celebrate our neighborhood's diversity and, at the same time, make it even more comfortable for everyone to feel drawn to and fully included as a participant in what is being celebrated. The world map and signs certainly may not be the best of thoughts, just a couple I had. A celebratory theme of "diversity" opens doors to lots of thoughtful options, I'm sure.

And as long as I'm at it, I'll throw out another thought: In keeping with the "DIVERSITY" concept, we could also work within the neighborhood to keep up a sort of DIVERSITY PARK lending library or simply access to donated / "give away" reading material in many languages at a small enclosure protected from the weather.

In this protected box, one might find (giveaway / throwaway) books and magazines *in many languages* that children or adults might peruse while sitting at the park, or read to their kids, or grandkids. In multiple languages, I see children's books, teen magazines, adult books, magazines and periodicals; just an ever rotating and replenished opportunity to pick up some reading material while sitting watching your kids, or . . . just sitting. And all would be contributed by the neighborhood.

I believe the Park alone certainly presents an opportunity for our neighbors and their children to connect with one another. I also believe that building upon the name DIVERSITY PARK could take this a step further while celebrating other languages and cultures represented in our neighborhood. And, importantly, perhaps the sum total of these "celebratory efforts" within our new park will serve to grow and to strengthen the interconnectedness our wonderfully diverse neighborhood.

Just a few thoughts for your review. Thanks for your consideration. I appreciate it.

All the best.

Ted.

Ted Larkin

847.769.5264 Cell

Margaret Resnick

From: Margaret Resnick
Sent: Monday, August 06, 2018 3:13 PM
To: 'Sue Guarna'
Cc: [REDACTED]
Subject: RE: rate increase

I appreciate the suggestion, but this not possible. There are control issues with people moving between locker rooms, indoor pool, fitness floor, gym, etc. We have experienced that to some extent already and the new structure will eliminate this issue. I hope you will take the opportunity to try some of the group exercise classes, particularly the aquatic offerings. Adding variety to a routine is a great way to stay motivated and possibly find something new you enjoy.

From: Sue Guarna [REDACTED]
Sent: Monday, August 06, 2018 2:33 PM
To: Margaret Resnick
[REDACTED]
Subject: RE: rate increase

Ms. Resnick,

Thank you for your prompt response. The offer of two free months upon renewal, while only a token, is appreciated. (This would only ameliorate the significant rate increase for one year.)

I propose that an equitable solution is for the park district to grandfather in all current pool only members at the current rate, plus an adjustment for inflation which would not exceed 5% per annum.

Sincerely,

Susan Guarna

From: Margaret Resnick [<mailto:mresnick@mundeleinparks.org>]
Sent: Monday, August 06, 2018 8:47 AM
To: Sue Guarna
Cc: [REDACTED]
Subject: RE: rate increase

Ms. Guarna,

Thank you for writing and sharing your thoughts on the new membership rates. I appreciate hearing how it impacts you directly. This was a tough decision for us to make and we are open to finding a solution.

Prior to putting together these rates we studied the structure of surrounding park districts, private businesses and the YMCA. We found that our a la cart membership was no longer commonplace in the industry and after studying our operations, we realized it was not sustainable as a business model practice. As a revenue generating facility, our goal is to make the facility operate without tax subsidies. As a stand-alone facility, the indoor pool lost just over \$68,000 in 2016 and a little over \$99,000 last year. This year we are on track to lose \$80,000. In order to continue to provide

services and upkeep on the facility, we needed to adjust our membership rates accordingly. Additionally, after years of membership decline, we accepted that we needed to make some changes so that we can attract new members.

We understood that this would negatively impact our members with a pool only membership. I understand and am sympathetic on the significant rate increase these changes have on you and other pool only members. This was a hard decision, but we needed to make some changes in order to make some improvements to the facility and streamline our membership structure in order to make it more competitive in the marketplace. While we won't be able to match the \$10.93 you were paying a month, we can offer some flexibility such as being able to put your membership on hold if you are away from the area for a long period of time, or if you choose not to renew your membership you can still have access to the facility by way of our daily fee or a punch pass. You will also have access to the track, classes or fitness equipment. A lot of our equipment is suitable for those with limited mobility such as the NuStep, handcycles and seated bikes. To help with the changes for our pool only pass holders we are reaching out this week with a notice that we are providing a two month free extension to current indoor pool pass holders. Hopefully this goes a little way towards easing the transition and financial burden. You don't need to commit to renewing to get the two months free either. If you don't renew it's made your current membership cheaper by 2 months and if you renew it will give you 14 months of membership for your total of \$334.80 or \$23.91 a month.

Thanks again for taking the time to share your thoughts and allow us to respond.

Margaret Resnick

Executive Director

847-388-5460

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From: Sue Guarna [REDACTED]

Sent: Saturday, August 04, 2018 4:45 PM

To: Margaret Resnick

Subject: rate increase

Good Day,

I just received the fall brochure. I find it "amusing" that the first bullet point is "Affordable Rates."

Looking on page 55 at the membership rates, I am stunned. I currently have a pool only membership. I am over 62, therefore, my last fee was \$131.20.

I calculated the new fee with the 10% discount, the new fee would be \$335, a difference of \$204 or almost 3X my current amount.

As I read it, you want me to pay \$204 for things I will not use. I only swim. I do not use nor do I want to pay for the fitness center, the indoor track, the open gym, nor any group exercise.

Why? What problem are you solving?

Why have you removed our ability to pay for what we use?

Additionally, it appears as if the park district is ignoring those patrons who are limited in the choice of exercise to using a pool, either for swimming or for walking.

Do you believe that individuals who use walkers and canes or have joint disease will be using an open gym or signing up for cardio drumming? (Or do you believe that we will gladly join group exercise classes? If we wanted to do that we would have already.) So why should we have to pay for services we will not use? Does the park district believe that members on fixed incomes, who already pay property taxes, should be forced to pay out an additional \$204?

I find it curious that the one group (pool only) which has no other in-town options is being required to bear the monetary burden for the groups that have other less expensive options in Mundelein.

Sincerely,
Susan Guarna

**MEETING REMINDER
MONDAY, AUGUST 13, 2018**

**7:00 pm Committee Meeting
7:30 pm Regular Board Meeting**

Action Items

1. Accept Grant Writing Proposal
2. Approve Business Services Administrative Assistant Job Description
3. Approve Use of Facilities Policy for the Personnel Policy Manual
4. Declare Regent Center Chairs as Surplus Property

Updates

1. Steeple Chase Driving Range
2. District 75 Solar Panels
3. Long Range Financial Plan
4. New Resident Marketing
5. Tax Appeals
6. Holcomb Park Name

Action Items

After researching potential grant writers, staff determined Upland Design is the firm best suited for our needs.

Staff recommends accepting a proposal from Upland Design to write a grant for the upcoming OSLAD grants for a \$4,500 fee.

With the restructuring of fitness memberships, our current Personnel Policy on facility use is no longer valid. The enclosed policy (redlined for comparison sake) has been updated to reflect the new structure.

Staff recommends approving Personnel Policy 5.1 Use of Facilities.

We no longer need one of the vending machines in the Community Center lobby and would like to sell it via the online auction.

Staff recommends declaring the FSI Vending Machine, model 3120 as surplus and sell it via the online auction.

The new chairs have been delivered for the Regent Center and we do not have any need for the old chairs.

Staff recommends declaring 109 Vicro, fabric stacking chairs as surplus and available for sale via auction.

Updates

Representatives from Williams Architects will present their conceptual drawings and cost estimates for a driving range at Steeple Chase Golf Club.

School District 75 has approached the District about allowing them to have solar panels installed on our property just to the west of Mechanics Grove School. We own approximately 2.5 acres that is not programmed and we have on our "low frequency" mow schedule. If we allow them to put up the solar panels, we can draft an agreement that will give the District some type of energy discount as payment for the use. If the Board has no objections, I will continue to speak to the School District about possible arrangements.

I would like to set a date for a long range capital plan meeting. Some options are evening of September 11, 12, 18 or 19 or Saturday morning September 22 or 29.

We have two new avenues for marketing to new residents. The enclosed piece will be included in a booklet that the Village sends out to all new residents. This is a photo copy of the piece that is on heavier cardstock. We are also developing a fold out that we will be sending directly via a new service showing all real estate transactions.

As is typical this time of year, we received several tax appeals in excess of \$100,000. Included are 220 Oak Plaza (\$129,788 request), 3100 West IL Route 60 (\$673,387 request), 28569 N. Schank Avenue (\$105,792 request), 951 N. IL Route 60 (\$110,180 request), 1101 N. Kasting Lane (\$109,318 request), 2053 West Maple (\$421,547 request), 420 North Lake Street (\$0 request), 24 West Hawley Street (\$0 request), 923 Courtland Street (\$113,152 request), 8095 Boulder Court (\$109,888 request), and 710 South IL Route 83 (\$277,123 request). These will be handled by the County Board of Appeals.

The Board has not formally approved a name for the upcoming park in the Holcomb subdivision. There is an email in correspondence regarding this and enclosed is a list of all names submitted by the public.

**CONTRACT
BETWEEN OWNER and FIRM
FOR LANDSCAPE ARCHITECTURAL SERVICES
FOR THE IDNR OSLAD GRANT FOR CLEARBROOK PARK**

Mundelein Park District
1404 North Midlothian Road
Mundelein, IL 60060 The Owner

And

Upland Design Ltd.
24042 Lockport St., Suite 200
Plainfield, IL 60544 The Firm
Phone: 815.254.0091

Owner and Firm agree as set forth below:

1. Firm's Basic Services

The Firm agrees to provide its professional services in accordance with generally accepted standards of its profession. The Firm agrees to put forth-reasonable efforts to comply with codes, laws and regulations in effect as of the date of this contract. **See Attachment A for Project Scope of Services.**

2. Excluded Services

The Firm and sub-consultants will not be responsible for the following: Hydrologic/hydraulic modeling the floodplain/floodway, wetland mitigation, archeological services, environmental testing, subsurface conditions and material testing, boundary survey, topographic survey, soil borings, construction layout; construction scheduling; construction work; work-site safety, labor negotiations, permit fees or court appearances as part of these services.

Hazardous Materials: The scope of the Firm's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

3. Construction Phase Services

If Firm performs any services during the construction phase of the project, Firm and sub-consultants shall not supervise, direct, or have control over Contractor's work. The Firm and sub-consultants shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. The Firm does not guarantee the performance of the construction contract by the Contractor and do not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

4. Firm's Insurance

The Contract documents shall include Firm's Proof of Insurance with Owner listed as certificate holder.

5. Owner Responsibilities

The Owner has designated Margaret Resnick, Executive Director, as the contact person(s) for this project. The Firm will direct correspondence and information to the contact person. The Owner will provide pertinent information to the Firm in a timely manner so as not to hinder or delay the Firm performing their work in a timely and cost effective manner throughout the project.

The Owner agrees to provide Firm with existing base information for the site and will assist the Firm with obtaining other information as requested. The Firm will rely on this information, without liability, on the accuracy and completeness of information provided by the Owner. The Owner agrees to advise Firm of any known or suspected contaminants at the Project Site and the Owner shall be solely responsible for all subsurface soil conditions.

Right of Entry: When entry to property is required for the Firm and/or sub-consultant to perform its services, the Owner agrees to obtain legal right-of-entry on the property.

6. Project Schedule

The Firm shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule. The Firm will attempt to make the Owner aware of events that will impact the Project schedule.

7. Compensation and Payments

The Owner shall pay to the firm a lump sum fee of **\$4,500** for the work listed herein plus any reimbursable items. No additional work shall be completed unless approval is given by the Client. If additional meetings or work is requested, that additional work shall be paid for at the hourly rates listed herein.

2018 Rate Sheet Hourly Billing Rates:

Principal Landscape Architect	\$150
Assistant Landscape Architect	\$130
CAD Drafting/Color Rendering	\$115

Firm shall submit request(s) for payment to the Owner. Payment requests shall be made monthly for that portion of the project that has been completed. The Owner agrees to make the requested payment within 30 days of submission of each payment request.

Additional Information:

- a) If the Owner determines additional funds will be allocated to the construction budget and the budget is increased by 10% or more, the Owner and Firm will review the need for additional Firm compensation.
- b) At the request of the Owner, additional meetings or work may be added at the professional service rates listed herein.
- c) No additional work shall be added to the contract without authorization from the Owner.

8. Suspension or Termination of Services

If the Owner in good faith determines that the Firm prosecutes or fails to prosecute its work in such manner as to hinder or delay the completion of the project, the Owner may serve written notice to the Firm setting forth any complaint about Firm's performance of its work. The Firm shall have seven (7) days from receipt of such written notice in which to take corrective action. If the Firm fails to take appropriate corrective action within said seven (7) day period, the Owner may exercise the following remedies:

- a. Terminate the Firm's services by a written notice effective on the date such written notice is served on the Firm; and,
- b. Order the remaining necessary work be done by another Firm, if desired.
- c. If the Owner in good faith exercises the above remedies, Owner shall be responsible to pay the Firm only for the work performed prior to termination of the contract. The above remedies shall be Owner's sole and exclusive remedies in the event the Owner terminates the Firm's services under this provision.
- d. The Firm may terminate this Contract upon seven days written notice. If terminated, Owner agrees to pay the Firm for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination. Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if Owner fails to pay the Firm in full for services rendered or expenses incurred. The Firm shall have no liability because of such suspension of service or termination due to nonpayment.

9. Indemnification

The Firm agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner up to the amount of this contract fee for services from loss and expense, including reasonable attorneys' fees, to the extent caused by Firm's negligent acts, errors or omissions in the performance of the work under this Contract. Firm shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reason of the work done under this Contract. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Firm from any damage, liability or cost, including reasonable attorneys' fees and costs of defense arising from this project, to the extent caused by the Owner's negligent acts, errors or omissions and those of its other Firms, sub-consultants or consultants (whether or not the Owner is legally liable for them) or anyone for whom the Owner is legally liable. In the event of joint or concurrent negligence, Firm shall bear only that portion of the loss or expense that its share of the joint or

concurrent negligence bears to the total negligence (including that of the third parties) which caused the personal injury or damage.

10. Limitation of Liability

In any event, in recognition of the relative risks and benefits of the project, the Owner and the Firm have allocated the risks such that the Owner agrees that to the fullest extent permitted by law, the Firm's total aggregate liability to the Owner for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Contract from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Firm's fee for the work rendered on this project.

11. Dispute Resolution

Owner and Firm agree to mediate claims or disputes arising out of or relating to this Agreement as a condition precedent to litigation. The mediation shall be conducted by an agreed upon mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises and the parties agree to participate in mediation in good faith. Mediation fees shall be shared equally. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

12. Ownership of Documents

Copies of the final bid documents may be retained by the Owner at the completion of the project for their records in both print and digital PDF versions. All instruments of professional service prepared by the Firm, including, but not limited to, drawings and specifications, are the property of the Firm, and these documents shall not be reused on other projects without Firm's written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by the Firm will be at the Owner's sole risk and without liability to the Firm or its employees, and subcontractors. Owner shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless Owner from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.

The Firm reserves the right to include representations of the Project in its promotional and professional materials.

13. Governing Law

This Agreement is governed by the laws of the State of Illinois.

14. Entire Agreement and Severability

This Agreement is the entire and integrated agreement between Owner and the Firm and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Firm. In the event that any term or provision of this agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this agreement, and the balance of this agreement shall survive and remain enforceable.

15. No Assignment

Neither party can assign this Agreement without the other party's written permission.

16. Expiration of Proposal

If this agreement is not accepted within 120 days, the offer to perform the described services is withdrawn and shall be null and void.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this ____ day of _____, 2018.

Mundelein Park District
1404 North Mundelein Road
Palos Heights, IL 60060

Upland Design Ltd.
24042 Lockport St., Suite 200
Plainfield, IL 60544

Sign: _____

Sign:  _____

By: _____

By: Michelle A. Kelly, President
Upland Design Ltd

ATTACHMENT A SCOPE OF SERVICES

OSLAD Grant Application

Kick Off Meeting: As part of a separate scope, the master plan has been created along with a color rendering presentation board and cost estimate. To kick-off the grant preparation project, we will meet the Park District to review and if necessary refine the exact components to be included in the grant application. A redo and rendering of the master plan is not included. Upland Design will also share a list of required items that the Park District may have to include such as a plat of survey. (1 meeting)

Upland Design will prepare the IDNR OSLAD grant submittal for Clearbrook Park. A number of items will be required from the Park District during the application assembly. We will work closely with the Park District to obtain all necessary documents. Application elements include:

- General Project Data and Narrative Statement
- Site Development Plan in Grant Submittal Format
- Sketches and Elevations of Project Elements
- Cost Estimate
- FEMA Flood Map
- Premise Plat Map
- Location Map
- National Wetland Map
- Environmental Assessment Statement
- Cultural Resources, Endangered Species and Wetland Report form

The Mundelein Park District will vote on a Resolution of Authority for the grant submittal.

Park District Staff will review the final grant submittal and Upland Design will make final changes based on the input. The documents will then be uploaded on the IDNR website and necessary documents mailed to the IDNR for grant review. A 24" x 36" color rendering of the park site will serve as the IDNR presentation board which was prepared as part of the master planning process.

With the plans and documents approved and submitted, a copy of all the grant submittal will be delivered to the Park District.

End of Attachment.

**Mundelein Park and Recreation District
Job Description**

Job Title: Business Services Administrative Assistant
Department: Recreation
Supervisor: Superintendent of Business Services & Technology
Status of Employment: Part-Time-Non Exempt-Hourly

Summary

Coordinate and perform administrative and clerical assistance to the Recreation Department.

Qualifications

High School Degree or G.E.D. required. College graduate preferred. Minimum three (3) years of clerical and/or administrative assistance. Job knowledge associated with administrative tasks of park and recreation organization.

Essential Functions

Reconcile and generate a deposit ticket for the daily deposits of the following MPRD departments:

- Aquatics
- Big & Little Early Childhood
- Park View Health & Fitness Center
- Rec Connection
- Regent Center

Receipt checks/cash into ActiveNet P.O.S. software, as needed.

Verify credit card refunds with system generated report.

Assist with filing paid accounts payable invoices.

Maintain security of confidential files and records.

Sort and distribute mail.

Check the daily newspaper for advertisements and articles pertaining to the Mundelein Park & Recreation district and archive for future reference.

Document shredding.

Conduct self-according to the policies and procedures as established by the park district.

Participate in park district Safety and Training Program to ensure that work performed and services provided are implemented in a safe manner.

Perform other related duties as assigned.

Marginal Functions

Assist staff in the performance of their duties.

Understand and use basic current computer operating systems and job related software applications.

Operate office equipment including calculator, computer, copier and miscellaneous small office equipment.

Maintain and control access to confidential files.

Communicate effectively both verbally and in writing.

Provide good customer service internally to fellow staff and externally to customers and associates.

Psychological Considerations

Effectively under stress of deadlines and complaints.

Independent.

Under supervision and direction of supervisor(s).

Cooperatively with fellow staff, general public, contractors, community groups, and media in a proper manner.

Employee should be able to maintain a positive working relationship with other employees.

Employee must work effectively under deadlines in a variety of environments and elements.

Employee must demonstrate leadership qualities to perform required work.

Employee must demonstrate ability to make difficult personnel decisions without emotion and based on fact.

Business Services Administrative Assistant–Job Description

Psychological Considerations-Cont.

Employee must be able to function in a sometimes fast and ambiguous environment.

Employee must be able to work with other members of senior management and a publicly elected Board of Park Commissioners.

Physiological Considerations

May frequently be required to walk, sit, talk and hear.

May frequently be required to use hands and/or fingers, handle, feel or operate objects, tools, or controls; and reach with hands and arms.

May occasionally be required to climb or balance, stoop, kneel, crouch or crawl.

May occasionally be required to lift and/or move up to 25 pounds.

May be in awkward or difficult positions resulting in physical fatigue.

Must have specific vision abilities required for this job: close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Environmental Considerations

Occasionally in and out of controlled temperatures throughout the day.

Occasionally exposed to elevated noise levels produced from landscape maintenance equipment and/or power tools.

Occasionally at job sites where dust, pollens, molds, etc. may be present.

Involved in repetitive work (i.e. computer keyboard, writing, hand).

Cognitive Considerations

Employee must have the able to communicate in English, both verbally and in writing.

Employee must possess time management and organizational skills to effectively perform his/her job.

Employee must demonstrate good customer service skills with the ability to problem solve resident or participant complaints.

Employee must have the ability to make judgments with respect to confidentiality of information and problem solving.

Employee must use good safety awareness and judgment in all aspect of the Train and/or pass on other prudent safety and other work related practices to co-workers.

Use basic math, reading and writing skills.

Follow step-by-step procedures and obtain appropriate end results.

Exhibit good problem solving abilities.

Analyze data to create reports, make recommendations, and strategize appropriate follow-up.

Communicate effectively and respond appropriately to the needs of internal and external contacts.

Project a positive image and neat appearance to visitors of the park district.

Safety Considerations

Worker must be able to follow direction from supervisor with safe and effective follow through.

Worker must be able to use good safety awareness and judgment.

Worker must be able to participate in safety related training as required.

Conditions of Continued Employment

Provide verification of education.

Submit to a pre-placement reference check.

Submit to a pre-placement state criminal background check.

Business Services Administrative Assistant–Job Description

Conditions of Continued Employment-Cont.

Submit to a pre-placement physical.

Submit to a pre-placement drug testing.

Submit proof of date of birth.

Provide a copy of driver's license.

Provide driver's abstract.

Submit Proof of eligibility to work in the U.S.

Submit to random, reasonable cause and post-accident drug or alcohol testing.

- Complete six (6) month introductory period satisfactorily.
- Employee is strongly encouraged but not required to become a resident of the Mundelein Park District.

5.1 Use of Recreational Facilities

Season Passes	1	Fitness	2
Golf	1	Recreation Programs/Group Lessons.....	3
Facility Rentals	2	Procedures	4

Aquatic Passes

Full-time employees may upon request be given passes for Barefoot Bay and Diamond Lake Beach. The passes issued to full-time employees will be limited to the employee and his immediate family members (spouse and dependent children living at home). All eligible employees and family members must meet any requirements and restrictions for facility usage including regular hours of operation, age limitations and waivers.

Part-time and Seasonal (while employed) employees upon request will be given passes for Barefoot Bay and Diamond Lake Beach for themselves. Part-time employees upon request may purchase a pass for Barefoot Bay and Diamond Lake Beach at a 50% discount for their spouse.

Golf

Executive Director

One round per week non-prime time with cart, employee only. One round twilight per week with cart, employee only. Twenty guest passes per year with cart. These will be cards issued to the Executive Director at the beginning of the season and will expire at the end of that season. \$20 per round at all other times, employee only. Merchandise at cost plus 10% plus tax.

Superintendent Level

One round per week with cart non-prime time with cart, employee only. Two twilight rounds per month with cart, employee only. One guest pass per month, non-prime time with cart, employee only. \$20 per round at all other times, employee only. Merchandise at cost plus 10% plus tax. Superintendent level includes Superintendent of Recreation, Assistant Superintendent of Recreation, Superintendent of Buildings & Grounds, Superintendent of Business Services & Technology.

Full Time Non-Golf Staff

One round per month, non-prime time, employee only. 50% discount, employee only, twilight rounds. \$40 per round, employee only, all other times. Merchandise purchases cost plus 10% plus tax.

Golf Staff

One round (non-prime time) per eight (8) hours worked each week. 50% discount, employee only, all other times. Merchandise purchases cost plus 10% plus tax.

Prime Time

Is defined as Saturday, Sunday and holidays before noon. Golf privileges shall be coordinated by the Golf Operations Manager. The Golf Operations Manager shall submit a monthly status report to the Executive Director detailing utilization. All privileges are non-accumulative.

Food Purchase

All Mundelein Park & Recreation District regular employees, Board members, Steeple Chase Golf Club employees and their immediate dependent families (per IRS standards of dependents) receive a 50% discount on food and non-alcoholic beverages. Steeple Chase Golf clubhouse, Full time regular employees receive a 50% discount on all purchases from the beverage cart.

Comp Golf

Class A PGA professionals, Class A USGCSA Golf Course Superintendents, Board members and Directors from other recreation agencies will be given complimentary golf at the discretion of the Golf Operations Manager and/or Executive Director.

Facility Rentals

Full time employees will be given complimentary facility rentals and must act as the rental attendant and pay any liquor liability insurance if applicable. Can not reserve more than 30 days in advance.

Regular part time employees will be given a 50% discount on the resident rate for facility rentals and must act as the rental attendance and pay any liquor liability insurance if applicable. Can not reserve more than 30 days in advance.

Part time and seasonal employees will be given resident rates for facility rentals.

Fitness

Full-time employees and immediate family members of full-time employees (spouse and dependent children living at home) may, upon request, be granted a fitness membership at no charge. All eligible employees and family members must meet any requirements and restrictions for facility usage including regular hours of operation, age limitations and waivers. ~~Group Exercise memberships are available to full time employees and their immediate family members at the add on rate or 50% discount on monthly rate.~~ Part time employees are entitled to a free fitness membership their spouse is entitled to a 50% discount on a fitness membership. ~~Part time employees are entitled to the Group Exercise add on rate or a 50% on the monthly rate~~ Seasonal employees are entitled to a fitness membership at ~~no charge~~ **a 50% discount**, during their employment

~~They are also entitled to the add-on Group Exercise membership rate or a 50% on the monthly rate.~~

All employees will be entitled to a 50% discount on fitness Program Classes.

Full time and part time staff will pay direct costs for Personal Training. Seasonal employees will be charged the member rate.

All employees will pay the member rate for Park View Child Care.

Recreation Programs/Group Lessons

For Park District programs, full time employees and their immediate family will be given complimentary registration, but are required to pay any direct costs. Part time and seasonal staff will be given resident rates.

Big & Little Childcare

Full time employees will be given a 20% discount unless the Center is full. If the program is full, they will be given resident rates.

Before/After School Program

Full time employees will be given a 50% discount unless the program is full. If the program is full, they will be given resident rates.

Learning Center Preschool

Full time employees will be given a 20% discount unless the Center is full. If the program is full, they will be given resident rates.

Summer Day Camp

Full time employees will be given a 50% discount unless the program is full. If the program is full, they will be given resident rates. Employee is responsible for direct expenses of fieldtrips.

Procedures

You should contact your respective Supervisor regarding the use of Park District programs and facilities.

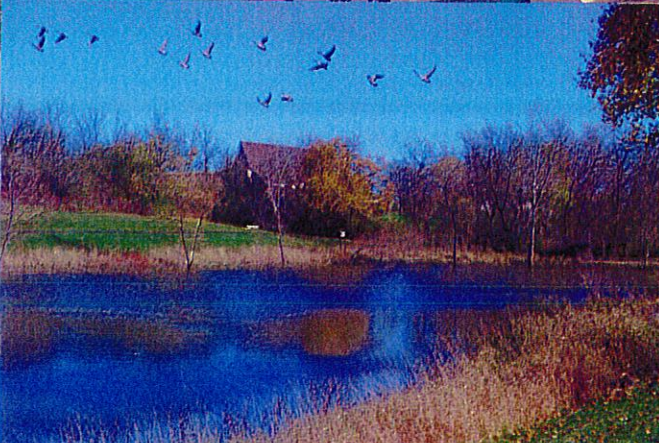
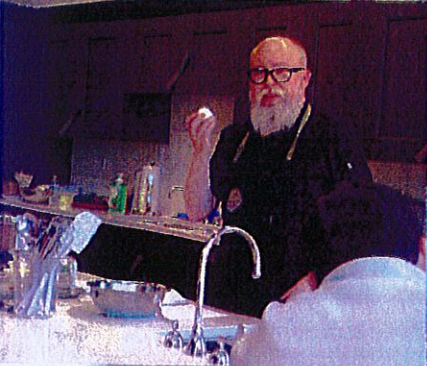
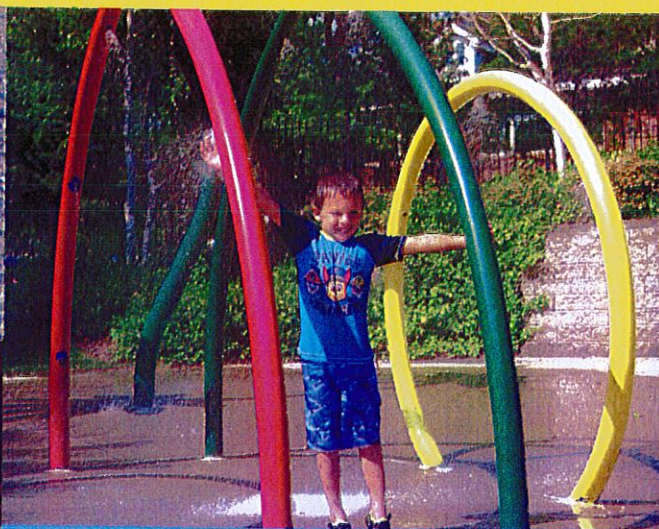
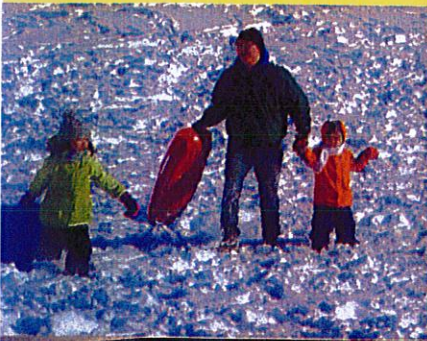
All complimentary passes and discounts given to an employee and/or the employee's immediate family in accordance with this section shall expire immediately upon termination of employment with the Mundelein Park

District. All such complimentary passes and discounts cannot be transferred or given to persons other than the employee or members of the employee's immediate family as defined in this section. Unauthorized use of any complimentary pass may result in revocation of all pass privileges and disciplinary action, up to and including dismissal.

All programs must meet the minimum enrollment before an employee can enroll.



**Welcome to Mundelein Park District.
Your fun starts here!**



MUNDELEIN PARK & RECREATION DISTRICT

CONNECTING OUR COMMUNITY

1401 N. Midlothian Rd.
Mundelein, IL 60060
847.566.0650
mundeleinparks.org

Established in 1954, the District has 32 park sites offering over 735 acres of open space, playgrounds, ballfields, lakes and trails. Over 650 seasonal programs offered, including tennis and dance lessons, martial arts, softball and basketball leagues, swim instruction, art and music classes, health and wellness programs, culinary classes, adult day trips, science classes, family special events and day camps.

Our Mission

Mundelein Park & Recreation District is committed to connecting the community with quality recreation through diverse programs, facilities and open space.

We offer something for everyone!

- 32 Parks (playgrounds, tennis courts, pickleball courts, walking trails and more)
- Steeple Chase Golf Club
- Barefoot Bay Family Aquatic Center
- Diamond Lake Beach
- Spray Park
- Hockey
- Sled Hill
- Special Events
- Park View Health & Fitness
- Award Winning Dance Program
- Big & Little Child Development Center
- Learning Center Preschool
- Programs for Active Adults
- Day Trips for Active Adults
- Facility and Shelter Rentals
- Youth Athletic & Enrichment Programs
- Adult Athletic & Enrichment Programs
- Youth and Adult Leagues
- Birthday Parties
- Swimming Lessons
- Summer Camps
- Fitness Classes
- Baking & Cooking Classes

Call us today at 847.566.0650 or visit mundeleinparks.org

STEEPLE CHASE GOLF CLUB THE UNIQUE GOLF EXPERIENCE

200 N. LaVista Drive, Mundelein 847.949.8900 • steeplechasegolf.com



STEEPLE CHASE
GOLF CLUB

\$5

Save \$5 on
your round.

Please present
coupon at check-in.

No reproductions
accepted.



NEW RESIDENT COMPLIMENTARY ONE-DAY FITNESS PASS

Park View Health & Fitness invites you to pick a day to come and check out our facilities and offerings.

Try a Group Exercise class. Swim in our indoor pool. Enjoy our fitness floor and indoor track. Simply hand this coupon to the front desk staff.
Must be 12 and older.

1401 N. Midlothian Rd., Mundelein, IL 60060
847.388.5430 • www.mundeleinparks.org

Park View Health & Fitness is a Mundelein Park District Facility.

Suggested Names for Park on Goodwin

Diversity Park
Railroad Park
Whistlestop Park
Shining Time Station
Pape Park
Goodwin Goodness
Wally Frasier Park
Holcomb Family Park
Holcomb Park
Holcomb Hollow
Holcomb Hideaway
Holcomb Welcome
Holcomb habitat
Holcomb Haven
Holcomb Heaven
Holcomb Harmony
Holcomb Heartland
Holcomb Heather
Holcomb Hillside
Holcomb Holiday
Holcomb Home
Holcomb Homecoming
Holcomb Heights
Holcomb Woods Holcomb
Holcomb Woods Park Holcomb
Hallowed Holcomb
Halcyon Holcomb